



January 23, 2023

**BY EMAIL TO [JULIEANN.DWYER@FAA.GOV](mailto:julieann.dwyer@faa.gov)**

Julieann Dwyer, Manager, Airports Policy Branch  
FAA National Headquarters  
800 Independence Ave SW  
Washington, DC 20591  
[julieann.dwyer@faa.gov](mailto:julieann.dwyer@faa.gov)

Dear Ms. Dwyer:

Salt Lake City Corporation (“City”), as owner and operator of Salt Lake City International Airport (the “Airport”), previously submitted to the FAA an initial competition plan as required by Section 155 of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21), Pub. L. 106-181, as well as two updates as required by FAA policy, all of which have been approved. The FAA approved the City’s last competition plan update on April 8, 2012 (Attachment A).

On December 14, 2022, the City executed an amendment of the Airline Use Agreement (“AUA”) with Delta Air Lines, Inc. (“Delta”). The primary purpose of this amendment was to amend the business terms in the AUA to provide more favorable financial terms for the City and secure a long-term commitment from the Airport’s largest carriers in order to finance the Phase IV Gate Expansion Project (“Phase IV Project”). The Phase IV Project is anticipated to cost \$680.7 million and will add 16 new gates at the Airport, fully building out Concourse B. The expansion of gates at the Airport is the single most important action that the City can take to maintain and enhance the competitive landscape at the Airport. The City is currently in the process of executing similar amendments to the AUA with other air carriers at the Airport. However, given the execution of the amendment with Delta, the City is submitting this update to the City’s competition plan.

The City understands that in order to satisfy FAA’s competition plan update requirements, we must: (1) include a copy of the amended agreement and a written description of the changes in lease terms; (2) if the City has not followed a recommendation from FAA in its review of the City’s preceding competition plan update, explain how it achieves the same result as the FAA’s recommended practice; (3) respond to any other questions raised by FAA in previous approvals;

and (4) make its update publicly available in accordance with 49 USC § 47107(a)(15). This letter addresses each of these requirements.

### **1. Changes Since the Last FAA Approval**

The FAA's most recent Competition Plan approval is dated April 3, 2012, and was based on a completely new form of AUA that was negotiated and executed in 2010 with the air carriers serving the Airport. The new AUA had a short initial term of three (3) years. However, it served a broader purpose of providing the baseline agreement for what was then called the Airport Redevelopment Program ("ARP") also referred to as The New SLC. The New SLC is a complete rebuild of the Airport, consisting of new terminal roadways, a new central utility plant, a new short-term parking garage including rental car facilities on the ground level, a new single terminal complex featuring new federal inspection processing facilities, a central tunnel connecting Concourses A and B, ninety-four (94) contact gates and associated aprons and taxi-lanes, and five (5) hardstand loading positions. By way of comparison, at the time of the last update, the Airport had fifty-six (56) contact gates with an additional thirty (30) ground load aircraft parking positions on what was Concourse E. The New SLC provides the facilities required until a future Concourse C is necessary.

As explained in the City's most recent Competition Plan Update (Attachment B, Section 8), the negotiations over the ARP were underway at the time the update was filed in December 2011. The negotiations were successful and the new form of AUA was updated in 2014 to incorporate the ARP. Attachment C shows the changes in the 2010 and 2014 AUA forms. The ARP is incorporated as a new Section 10.6 in the AUA. The rest of the changes to the form of AUA were changes to the business terms that were necessary to finance the ARP and obtain a longer-term (10-year) commitment from signatory airlines, other changes related to the ARP and minor changes to the form. The revisions to the AUA did not materially change any of the fundamental provisions affecting competition at the Airport noted by the FAA in its approval, including:

- The complete elimination of exclusive use gates at the Airport;
- Strong City rights to force accommodation on preferential use gates during times when no flights are scheduled on those gates; and
- Strong gate recapture provisions that allow the City to recapture gates on short notice.

Most importantly, adding the ARP to the AUA allowed the City to start the redevelopment of the Airport, including the development of substantial new gate capacity. As a result, the Airport now has 12 carriers compared to 9 carriers in 2010 which includes a mix of low-cost and international carriers. Although the number of average daily flights has decreased due to the recent pandemic and subsequent pilot shortage, the average daily seats in the market has increased by over seventeen percent (17%). The table that follows summarizes a variety of key statistics and how they have changed since the 2010 update.



	2010	2022	% Change
<b>Average Daily Flights</b>	373	311	-17%
<b>Average Daily Seats</b>	34,800	40,600	17%
<b>Total Carriers</b>	9	12	33%
<b>Low-Cost Carriers</b>	3	4	33%
<b>International Carriers</b>	0	4	100%
<b>Total Destinations</b>	102	97	-5%
<b>International Destinations</b>	10	12	20%

Beginning in 2018, the City offered a ten-year extension on the AUA to all signatory airlines that would extend the AUA to July 1, 2034. The purpose of this extension was to provide the long-term commitments necessary to secure financing for the North Concourse Program (Concourse B) which would have otherwise been delayed by several years. Delta and more recently United Airlines extended their agreements, which was sufficient to move forward with the additional gate expansions.

While the City has been rapidly expanding gate capacity at the Airport, the demand for additional capacity continues to grow. The City is currently executing on carrier gate needs by further expanding Concourse B by sixteen (16) gates through the Phase IV Project. When complete, the resulting total of ninety-four (94) gates will exceed our 2021 master plan defined Planning Activity Level (PAL) 3 enplanement forecast of 19M by seven (7) gates and provide much needed capacity well into the future. Additionally, committing to the Phase IV Project now is optimal because the City will be able to leverage the ARP project and construction teams already mobilized and on-site along with the planning that is already in place at the Airport. Not only will this save millions of dollars, but it will allow the City to complete the Project faster.

However, undertaking the Phase IV Project was not financially feasible under the existing terms of the AUA. The Phase IV Project, when combined with the other \$4.452 billion of improvements for the Airport, requires altering the business terms of the AUA to allow the City to generate sufficient revenue over the next 20 years to meet its financial obligations and goals. Moreover, the City needed to make changes quickly so that the Phase IV Project could be efficiently integrated into the current construction without the need to demobilize construction trades actively working on The New SLC. Because of this, the City first executed an agreement with Delta. Delta's commitment to change the business terms and extend its AUA through 2044 was sufficient to allow the City to move forward now with the Phase IV Project. Because the change in business terms will not take effect until July 1, 2024, the City has time to obtain similar amendments to the AUA of the other signatory airlines serving the Airport.

The changes from the current (2014) form of the AUA to the new form of AUA are shown in Attachment D. The relevant changes to this competition plan update are:

- **Changes to Enhance Competition at the Airport:**
  - Changes necessary for the Phase IV Project (summarized below). The Phase IV project will add 16 additional gates at the Airport. As a result of this expansion,

the City will be able to facilitate additional growth by existing carriers and allow new entrants into the market. New entrants and those existing will be able to utilize five (5) planned common use gates which will be available when complete.

- Elimination of the Balanced Facility Requirement for Signatory Airlines (Sections 1.15 and 1.87). Since 2010, the AUA has required new entrants and incumbents to rent at least one gate and a minimum amount of other space at the Airport. The City currently sees this as an unnecessary barrier to entry at the Airport and has eliminated the requirement. With this change, the only requirement to be a signatory airline is signing the AUA and maintaining scheduled air service.
- The retention of the three critical gate provisions that the FAA commended the City for in the prior competition plan update:
  - The complete elimination of exclusive use gates at the Airport (Section 7.01);
  - Strong City rights to force accommodation on preferential use gates during times when no flights are scheduled on those gates (Section 7.02); and
  - Strong gate recapture provisions that allow the City to recapture gates on short notice (Section 4.05).
- The incorporation of provisions governing hard-stand operations (Section 8.03.5). These operations are critical to providing the flexibility needed to construct new gates at the Airport and provide additional options for air carrier access to the Airport.
- **Changes Necessary for the Phase IV Project:**
  - The addition of the Phase IV Project as a new Section 10.8;
  - Changes to the business deal in Article 8 that are necessary for the long-term financial stability of the Airport, including increasing the base revenue requirement for terminal facilities that will be recovered from passenger carriers in exchange for increasing revenue sharing for those carriers.
  - Changes to the Term (Article 3) that extend the agreement for an initial ten years and allows the City and signatory airlines to mutually agree to extend the agreement for two additional five-year terms but only if all the signatory airlines agree to: (i) a new capital plan for the term of the extension; (ii) appropriate changes to business deal and airline the rates and charges; and (iii) reallocations of preferential use gates and space as necessary to foster expansion and competition at the Airport.
  - Changes to Section 10.02 to update the capital project review process for signatory airlines. Under the 2014 AUA, a single signatory airline could approve a capital project no matter the size of the project. Given the long-term nature of the new AUA and the removal of the Balanced Facility Requirement which will incentivize

smaller carriers to become signatory airlines, the City anticipates many more signatory airlines of varying size to serve the Airport. In recognition of this, the City has agreed to change the requirement for obtaining approval from a single signatory airline to obtaining approval of signatory carriers that account for at least 15% of Enplaned Passengers at the Airport. This threshold is relatively low (approval thresholds at other airports are commonly 50%) and the City does not anticipate the change will impact its ability to grow in the future. The City also updated this section to clarify that no such airline approval rights would be allowed to the extent the project is funded with PFCs or PFC-backed bonds.

**2. Response to FAA Recommendations Not Followed by the City from the Prior Competition Plan Approval**

Not applicable. The FAA did not provide any recommendations in the prior approval.

**3. Response Questions Raised by FAA in the Prior Competition Plan Approval**

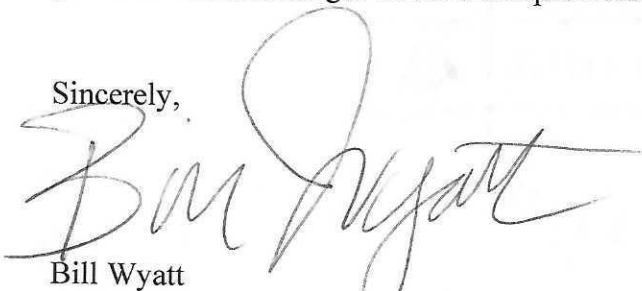
Not applicable. The prior approval raised two questions, and both were answered by the City and the answers reflected in the FAA's approval letter.

**4. Public Availability**

The amended AUA and this document will be posted on our website at <https://slcairport.com/business-services/new-airline-charter-information/> in the coming days.

The City appreciates this opportunity to provide this update to the FAA. It has been an exciting ten years of phenomenal growth at the Airport and, with the new changes to the AUA, the City is poised for additional growth and competition. Thank you.

Sincerely,



Bill Wyatt  
Executive Director of Airports  
Salt Lake City Department of Airports

cc:

Shane Andreasen  
Megan DePaulis  
Brady Fredrickson





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Office of Airport Planning  
and Programming

800 Independence Ave., SW.  
Washington, DC 20591

APR 03 2012

Ms. Maureen Riley  
Executive Director  
Salt Lake City Department of Aviation  
Salt Lake City International Airport  
AMF Box 22084  
Salt Lake City, UT 84122

Dear Ms. Riley:

Thank you for submitting the Salt Lake City Department of Airports' (City's) FY 2011 Competition Plan update for Salt Lake City International Airport (SLC). We have reviewed your Plan update that was occasioned by the new three-year Airline Use Agreement that was executed on July 1, 2010 at SLC. We have found your Plan update to be in accordance with the requirements of section 155 of the Wendell H. Ford Aviation Investment and Reform Act for the 21<sup>st</sup> Century (AIR-21), Pub. L. 106-181, April 5, 2000, codified as Title 49 U.S. Code sections 40117(k) and 47106(f).

Please note that Federal Aviation Administration (FAA) guidance requires the filing of a Plan update within 2 months of execution of a new master use and lease agreement or a significantly amended lease (see Program Guidance Letter 04-08). Your Plan update was not submitted within this timeframe. In the future, we request that you file Plan updates within the time period specified in the FAA guidance.

The SLC FY 2011 Competition Plan update indicates that the City has implemented the following additional competitive actions as a result of your new Agreement:

- Developed a new airline/charter information package that is available to air carriers interested in providing service at SLC;
- Completed construction of 6 additional gates with boarding bridges in the lower portion of Concourse B that are available for use;
- Acquired ownership of loading bridges;
- Ensured that there are no exclusive use gates (all gates are now preferential or common use);

- Established accommodation provisions at preferential gates when there is reasonable notice to existing air carriers and the gates are not in use;
- Established a gate recapture provision upon 30 days written notice;
- Developed a Gate Monitoring policy under which the City monitors the common use gates, and when capacity reaches 75% based on 3 turns daily, will monitor preferential use gates for additional capacity.
- Developed a Tenant Dispute Resolution Policy, with a Coordinator who meets weekly with air carrier tenants, and that provides for a systematic appeals process for existing and new tenants; and
- Making signatory status available to any air carrier.

We applaud the City's continuing commitment to provide competition friendly opportunities for air carriers at SLC.

Thank you for speaking to us in a teleconference on Thursday, March 29, 2012. During our phone call we raised the following issues with you and we note your responses.

#### Common Use Gate Charges

Section 8.03.5 of the SLC Lease requires per-turn charges based on the lowest scheduled number of turns on any leased gate. Have there been any complaints by air carriers making frequent use of the common-use gates about the total common-use gate charges and, if so, what has SLC's response been?

#### SLC Response

There have been no complaints from airlines that use the common-use gates. SLC charges common-use gates based on the highest cost per turn for all air transportation companies. Currently, SLC has four common use gates that are underutilized. The airport has adequate space to accommodate new entrant's request. SLC has different options to operate at the airport, which includes a charge on a per-turn use basis, signing an Airline Use Agreement (AUA) that allows signatory status and sharing of revenues, or signing an Operating Agreement, which is month-to-month at the signatory rate, but no revenue sharing.

#### Capital Investment Program

Has any portion of SLC's capital investment program not been approved, under Article 10 of its Lease, and, if so, what were the circumstances and SLC's plans?



## SLC Response

Salt Lake City meets with the airlines twice a year. At the March meeting, the airport presents the capital improvement program for the following fiscal year to the airlines. Capital investments subjected to signatory airline considerations are those in the Terminal and Airfield cost centers. At least one airline has to approve the capital investment that resides in these cost centers. Currently, all capital investments have been approved.

As stated above, we have determined that your Plan update meets the requirements of section 155 of AIR-21. We are enclosing with this letter a chart, prepared by the FAA in November 2010, highlighting actions taken by airports covered by the Competition Plan requirement to reduce barriers to entry and enhance competitive access. We have distributed this product at several airport conferences in order to demonstrate the tools airport managers are using to comply with the statutory elements of the Competition Plan requirement, the competitive benefits that may be achieved through implementation of these tools, and other ancillary advantages that may be derived from these tools. This chart may be of interest to you as you fully implement SLCs Competition Plan.

We again commend you for the strides that you have made to promote a competitive environment at SLC. Kindly continue to keep us updated on the status of your planned, PFC-financed, Terminal Redevelopment Program (TRP) to construct new terminal facilities and concourses and gates, and rehabilitate existing concourses. We are pleased that you intend to use common-use passenger processing systems for some of the TRP gates. Additionally, for your convenience, we are enclosing the PFC regulatory competitive access requirements, which prohibit practices such as carryover agreements, in order to assure that gates financed with PFCs may be made available to requesting carriers on a reasonable basis.

As you are aware, FAA Program Guidance Letter (PGL) 04-08 streamlined the Competition Plan process by eliminating the need for a written Competition Plan update from a covered airport whose original Competition Plan and two Plan updates have been approved by the FAA, unless certain special conditions arise. PGL 04-08 identified the following two special conditions that would require the filing of a Competition Plan update.

- An airport files a competitive access report as required by Section 424 of Vision 100 (2003), codified as 49 U.S.C. 47107 (s) stating it had denied one or more requests for access by an air carrier for gates or facilities within the last six months. Section 424 requires any medium or large hub airport that has denied a carrier's request or requests for access to file a report with the FAA describing the carrier's requests, providing an explanation as to why the requests could not be accommodated, and



providing a time frame within which, if any, the airport will be able to accommodate the requests.

- An airport executes a new lease and use agreement, or significantly amends a lease and use agreement, including an amendment due to use of PFC financing for gates.

As you are aware the City has filed, and the FAA has approved, an initial Competition Plan and now four Plan updates of the initial Competition Plan for SLC. A further written Competition Plan update will not be required unless one of the special conditions outlined above arises again.

Further, the Secretary is required by section 40117(k) to review implementation of Competition Plans from time to time to verify that each covered airport implements its Plan successfully. In connection with our review, we may determine that site visits to, or teleconferences with, one or more locations would be useful. We will notify you should we decide to visit SLC in connection with its Competition Plan.

We stand ready to assist you in helping to make your new Agreement as competition friendly as possible. Please do not hesitate to contact me or my staff to assist you in this important endeavor. If you have any questions regarding this letter, please contact Mr. Joe Hebert, Manager, Financial Analysis and Passenger Facility Charge Branch, at (202) 267-8375.

Sincerely,



*For*  
Benito De Leon  
Director, Office of Airport Planning  
and Programming

Enclosures

**Title:** Competition Plan Update

**Date:** December 9, 2011

**Return to:** Planning Library  
Salt Lake City Department of Airports



Salt Lake City  
Department of Airports

# Competition Plan Update

**2011-2012**

**Competition Plan Update 2011-2012  
Salt Lake City International Airport**

To: Denver Airport District Office  
Federal Aviation Administration

From: Maureen Riley  
Executive Director  
Salt Lake City Department of Airports

Plan Date: December 9, 2011

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The Salt Lake City Department of Airports (the "Department") submits this Competition Plan Update for 2011-2012 in response to Section 155 of The Wendell H. Ford Aviation Investment and Reform Act for the 21<sup>st</sup> Century (AIR-21), Pub. L. 106-181, April 5, 2000, and Program Guidance Letter 04-08 dated September 30, 2004. The Department submits the following information to update its Plan for the Salt Lake City International Airport (the "Airport"):

**1. *Changes in Availability of Gates and Related Facilities***

**a. *Number and identity of any carriers beginning or ending service***

Since the Department submitted its last Competition Plan Update, certain carriers have combined their operations including US Airways/America West, Delta/Northwest, and United/Continental. Some carriers affiliate with signatory airlines at the Airport to provide services including American Eagle, Express Jet, SkyWest, Mesaba, Shuttle America, and Mesa Airlines. In addition, various charter carriers have served the Airport including Allegiant Air, Avant Air, Casino Express, D&D Aviation, Executive Jet, Ryan International, and Sun Country. The Airport has 86 aircraft parking positions, 56 served with loading bridges. (See Attachment 1 for the configuration.)

**b. *Description of the process for accommodating new service***

The Department has a New Airline/Charter Information Package that is available to carriers interested in providing service at Salt Lake City International, (See Attachment 4 – New Airline/Charter Information Package.) The following basic requirements include letter of request to start



service, FAA operating certificate, insurance requirements, letter of credit, parking, and gate availability. Additional information regarding airfield operations and aircraft parking requirements, gate use requirements and rates, ticket counters and office space, contact information including a Tenant Relations Coordinator, security and badge access, placement on Electronic Visual Information Display Systems (EVIDS), signage requests, monthly activity reports, passenger facility charges, and a directory of airport personnel is included.

**c. *Number of new gates built or now available***

During 2011, the Department completed construction of six additional gates with boarding bridges in the lower portion of concourse B. The airport has 86 parking positions that are available for use, (See Attachment 2 – Gate Assignment Table.)

**d. *Number of gates that have been converted to common use status***

Beginning July 1, 2010, the Department and Air Transportation Companies entered into a new Airport Use Agreement (AUA), terminating July 1, 2013, with a one-year renewal option. Since the 2004 Competition Plan Update, the Department purchased and maintained all loading bridges, which eliminates the potential obstacles caused by boarding bridge ownership. Under this new agreement, there are no exclusive use gates. All gates within the terminal are either preferential or common use. Currently there are four Department controlled common use gates, (A1, A2, A6, and A8), available on a per-use cost recovery charge.

**e. *Changes in gate utilization***

Attachment 3 is an example of the Gate Utilization Table for the Department. This information reflects monthly activity reports submitted by the air carriers and data from PASSUR, a traffic-management software system. Currently, there are four Department controlled common use gates for new entrants. The Department's agreement dated July 1, 2010 incorporates the right, upon reasonable notice to the airlines, to schedule use of a preferential use gate at all periods other than the airline's periods of use of the preferential use gate. Upon prevention of an airline utilizing any of its preferential use gates, the Department will accommodate the airline's arrival or departure on a common use gate at no additional charge to the airline.

**f. Gate recapture**

The Department's agreement dated July 1, 2010 gives the City the right to transfer operations upon a 30-day advance written notice. Transfer of operations may be required (1) for implementation of improvements at the Airport, (2) for accommodation of the traveling public, or (3) maximization of the use of the terminal and related facilities. During this agreement at the reasonable discretion of the Airport's Executive Director, airline space deemed unnecessary to support an airline's operation could terminate.

**g. Gate allocation or assignments since the last competition plan update**

Attachment 2 reflects the current gate assignments at the Airport. All gates are preferential or common use. Currently, there are four Department controlled common use gates.

**h. Remaining Overnight (RON) position allocation or assignments since the last competition update**

The Department allows for aircraft overnight parking at preferential gates. For any aircraft remaining overnight and parks beyond the bounds of each preferential use premises, a Remain Overnight Charge (RON) is applicable.

**i. Accommodation of new entrants and incumbent carriers seeking expansion and resolution of access disputes**

Since the last Department's Competition Plan Update for 2004, America West airlines became part of the US Airways group through a merger in 2005. Affiliate and charter carriers have launched and terminated service. The Department has been able to accommodate all activity through its existing facilities. There have not been any access disputes at the Airport since the last update. Included in the New Airline/Charter Information Package, a Gate Monitoring and Tenant Dispute Resolution Policy summarize gate monitoring and a systematic appeals process for existing and new tenants. (See Attachment 5 for details.)

**j. Methods for developing gate-use monitoring charts and airport users of the charts**

The Airport Policy Manual outlines a formal policy on Gate Monitoring and Dispute Resolution, (See Attachment 5 for details.) The Department owns

and controls four gates for common use. The Department monitors the common use gates, and when capacity reaches 75%, based on three turns per day, the Department will monitor preferential use gates for additional capacity. Currently, the Department has not found it necessary to monitor the usage of other gates at the Airport. Common use gate assignments are made through the Department's Operations Division and available on a first come, first served basis.

## **2. *Changes in Leasing and Subleasing Arrangements***

### **a. *Contractual arrangements at the Airport***

Beginning July 1, 2010, the Department entered into a new Airport Use Agreement (AUA), with the Air Transportation Companies. This is a three-year agreement, terminating July 1, 2013, with a one-year renewal option. Under this new agreement, there are no exclusive use gates. All gates within the terminal are either preferential or common use. (See Attachment 6 - Airline Use Agreement for additional details.) Affiliates of the signatory air carriers and non-signatory carriers enter into an Operating Agreement with the Department. (See Attachment 7 - Operating Agreement for additional details.)

### **b. *Assuring access at the Airport***

The Department continues to work with new airline entrants to make available gates and ticket counter space as needed. The Department controls four common use aircraft gates and three ticket counters at the airport. In the current agreement, the Department can authorize the use of leased airline space when underutilized and has gate recapture authority.

### **c. *Monitoring sublease fees and arrangements***

As part of the current agreement, the airline shall not assign or transfer any interest or sublet any portion of the airline premises without first obtaining the Department's written consent. In addition, when subleasing, the airline will not exceed one hundred fifteen percent (115%) of the rent paid by the airline to the City.

### **d. *Promoting the use of third-party contractors***

There have been no changes in circumstances affecting the use of third-party contractors. Currently, independent contractors can provide ground handling, maintenance, fueling, catering, or other support service. Providers



have equal access under the Department's minimum standards in the Salt Lake City Code. Many contractors have opportunities through airline-leased areas, fixed base operators, and direct leases with the airport. The Department is not aware of any qualified independent contractors offering support services who were unable to establish a presence at the Airport.

***e. Resolution of any disputes between carriers relating to access***

The Department continues to work personally with its various air carrier tenants in a proactive manner to help avoid disagreement when possible. The Airport currently has a full-time staff Tenant Relations Coordinator, whose responsibility is to meet at least weekly with all air carrier tenants to discuss issues and to reach a compromise when necessary. This position reports to the Airport Property Manager, and thus is able to address lease issues not only from incumbent tenants, but from potential new entrants as well. The Airport has been able to accommodate all requests to date, and has not received complaints of a denial of access.

Included in the New Airline/Charter Information Package, a Gate Monitoring and Tenant Dispute Resolution Policy summarize gate monitoring and a systematic appeals process for existing and new tenants. (See Attachment 5 for details.)

***3. Patterns of Air Service***

In June 2011, the airlines began decreasing daily departures and number of available seats. The direct result is fewer regional jets and other smaller aircraft. The Department will experience changes in air service, according to the OAG Aviation Database, Airport Scheduled Report. Beginning in 2012, Southwest will increase service to Phoenix, Las Vegas, and Oakland and eliminate service to Boise. US Airways and Delta will add a new nonstop market to Charlotte beginning March 2012. (See Attachment 8 for domestic and international scheduled activity reports including changes in departures and seats by carriers and markets served.)

The Department takes a proactive stance in market analysis activities and regularly shares pertinent data with carriers in order to identify opportunities. The Department works closely with tourism and travel promotion-related agencies and organizations to stimulate air travel. The Department's marketing program has two components that include joint marketing with air carriers and other entities. These programs are available to any air carrier proposing to offer services in compliance with regulatory requirements.

#### **4. Gate Assignment Policy**

Based on the Department's current use agreement, all gates within the terminal are either preferential or common use. (See Attachment 6 - Airline Use Agreement for additional details.) Since the 2004 Competition Plan Update, the Department purchase and maintains all loading bridges, which eliminates the potential obstacles caused by boarding bridge ownership. Parking positions within the boundaries of a leased gate are preferential, and tenants may use them for overnight parking if the Department does not need these positions. The Department has the right to reassign leased premises to accommodate the Department's needs. The Department's common use gates and parking positions are available for a fee on a first come, first served basis. Currently the number of Department common use gates available for new entrants has been adequate, and the Department has not found it necessary to monitor the usage of other gates at the Airport. See Attachment 5 – Gate Monitoring and Tenant Dispute Resolution Policy for utilization data for gates and related facilities to tenants and prospective tenants.

#### **5. Gate Use Requirements**

Based on the Department's current use agreement, all gates within the terminal are either preferential or common use. (See Attachment 6 - Airline Use Agreement for additional details.) The Department has the right to reassign leased premises to accommodate the Department's needs. The Department has adequate space to accommodate a new entrant's request. New entrants may also operate on a per-use basis under City ordinance. Signatory airlines are entitled to revenue sharing of one dollar (\$1) per enplaned passenger, provided revenue sharing does not exceed 30% of net remaining revenue, and any airline has the ability to become a signatory carrier to the agreement.

#### **6. Financial Constraints**

The Department makes use of a variety of funding sources for terminal projects, including Department funds, Passenger Facility Charge (PFC) funds, and debt financing. Currently, the Airport has no outstanding debt obligations. In the Department's current airline use agreement, the terminal

rental calculation is compensatory based, recovering costs allocated to the occupied facilities. The landing fee calculation is residual based, recovering net cost after the credits of nonairline revenue. The Department offers revenue sharing of one dollar (\$1) per enplaned passenger to signatory carriers, provided revenue sharing does not exceed 30% of net remaining revenue.

**7. *Airport Controls over Airside and Groundside Capacity***

Cost or amortization of cost for capital investments in the airfield or terminal cost and revenue center will not be included in landing fees or terminal rents, unless at least one of the signatory airlines has approved such new capital investments. The Department received no objections to capital projects during the year through its budget review process with air carriers.

**8. *Whether the Airport intends to build or acquire gates that would be used as common use facilities***

Currently, the Department is planning a Terminal Redevelopment Program (TRP) to construct new terminal facilities and concourses, and rehabilitate existing concourses. This project consists of a newly-constructed three-level terminal structure sized to initially handle the enplaning and deplaning traffic for 23 million annual passengers (MAP) and 72 aircraft gates with expansion capacity for 35 MAP and up to 120 aircraft gates. Currently, a PFC application is underway with the air carriers and the Salt Lake City International Airport for the consolidated terminal building. This is the first major PFC funded construction element of the TRP. Construction of a new consolidated terminal building focuses on safety, competition, and capacity by addressing existing seismic code issues in the terminal areas, facilitates the addition of gates, and increases capacity.

Business arrangements for these facilities are pending negotiations at this time. Although, there will be no exclusive use gates. All gates within the facilities will be preferential or common use with some equipped with Common Use Passenger Processing Systems (CUPPS). Anticipated date of beneficial occupancy (BOD) for the new terminal facilities and concourses is 2018.

**Competition Plan Update 2011-2012  
Salt Lake City International Airport**

To: Denver Airport District Office  
Federal Aviation Administration

From: Maureen Riley  
Executive Director  
Salt Lake City Department of Airports

Plan Date: November 30, 2011

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The Salt Lake City Department of Airports (the "Department") submits this Competition Plan Update for 2011-2012 in response to Section 155 of The Wendell H. Ford Aviation Investment and Reform Act for the 21<sup>st</sup> Century (AIR-21), Pub. L. 106-181, April 5, 2000, and Program Guidance Letter 04-08 dated September 30, 2004. The Department submits the following information to update its Plan for the Salt Lake City International Airport (the "Airport"):

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**a. *Number and identity of any carriers beginning or ending service***

Since the Department submitted its last Competition Plan Update, certain carriers have combined their operations including US Airways/America West, Delta/Northwest, and United/Continental. Some carriers affiliate with signatory airlines at the Airport to provide services including American Eagle, Express Jet, SkyWest, Mesaba, Shuttle America, and Mesa Airlines. In addition, various charter carriers have served the Airport including Allegiant Air, Avant Air, Casino Express, D&D Aviation, Executive Jet, Ryan International, and Sun Country. The Airport has 86 aircraft parking positions, 56 served with loading bridges. (See Attachment 1 for the configuration.)

**b. *Description of the process for accommodating new service***

The Department has a New Airline/Charter Information Package that is available to carriers interested in providing service at Salt Lake City International, (See Attachment 4 – New Airline/Charter Information Package.) The following basic requirements include letter of request to start



service, FAA operating certificate, insurance requirements, letter of credit, parking, and gate availability. Additional information regarding airfield operations and aircraft parking requirements, gate use requirements and rates, ticket counters and office space, contact information including a Tenant Relations Coordinator, security and badge access, placement on Electronic Visual Information Display Systems (EVIDS), signage requests, monthly activity reports, passenger facility charges, and a directory of airport personnel is included.

***c. Number of new gates built or now available***

During 2011, the Department completed construction of six additional gates with boarding bridges in the lower portion of concourse B. The airport has 86 parking positions that are available for use, (See Attachment 2 – Gate Assignment Table.)

***d. Number of gates that have been converted to common use status***

Beginning July 1, 2010, the Department and Air Transportation Companies entered into a new Airport Use Agreement (AUA), terminating July 1, 2013, with a one-year renewal option. Since the 2004 Competition Plan Update, the Department purchased and maintained all loading bridges, which eliminates the potential obstacles caused by boarding bridge ownership. Under this new agreement, there are no exclusive use gates. All gates within the terminal are either preferential or common use. Currently there are four Department controlled common use gates, (A1, A2, A6, and A8), available on a per-use cost recovery charge.

***e. Changes in gate utilization***

Attachment 3 is an example of the Gate Utilization Table for the Department. This information reflects monthly activity reports submitted by the air carriers and data from PASSUR, a traffic-management software system. Currently, there are four Department controlled common use gates for new entrants. The Department's agreement dated July 1, 2010 incorporates the right, upon reasonable notice to the airlines, to schedule use of a preferential use gate at all periods other than the airline's periods of use of the preferential use gate. Upon prevention of an airline utilizing any of its preferential use gates, the Department will accommodate the airline's arrival or departure on a common use gate at no additional charge to the airline.

**f. Gate recapture**

The Department's agreement dated July 1, 2010 gives the City the right to transfer operations upon a 30-day advance written notice. Transfer of operations may be required (1) for implementation of improvements at the Airport, (2) for accommodation of the traveling public, or (3) maximization of the use of the terminal and related facilities. During this agreement at the reasonable discretion of the Airport's Executive Director, airline space deemed unnecessary to support an airline's operation could terminate.

**g. Gate allocation or assignments since the last competition plan update**

Attachment 2 reflects the current gate assignments at the Airport. All gates are preferential or common use. Currently, there are four Department controlled common use gates.

**h. Remaining Overnight (RON) position allocation or assignments since the last competition update**

The Department allows for aircraft overnight parking at preferential gates. For any aircraft remaining overnight and parks beyond the bounds of each preferential use premises, a Remain Overnight Charge (RON) is applicable.

**i. Accommodation of new entrants and incumbent carriers seeking expansion and resolution of access disputes**

Since the last Department's Competition Plan Update for 2004, America West airlines became part of the US Airways group through a merger in 2005. Affiliate and charter carriers have launched and terminated service. The Department has been able to accommodate all activity through its existing facilities. There have not been any access disputes at the Airport since the last update. Included in the New Airline/Charter Information Package, a Gate Monitoring and Tenant Dispute Resolution Policy summarize gate monitoring and a systematic appeals process for existing and new tenants. (See Attachment 5 for details.)

**j. Methods for developing gate-use monitoring charts and airport users of the charts**

The Airport Policy Manual outlines a formal policy on Gate Monitoring and Dispute Resolution, (See Attachment 5 for details.) The Department owns

and controls four gates for common use. The Department monitors the common use gates, and when capacity reaches 75%, based on three turns per day, the Department will monitor preferential use gates for additional capacity. Currently, the Department has not found it necessary to monitor the usage of other gates at the Airport. Common use gate assignments are made through the Department's Operations Division and available on a first come, first served basis.

## **2. *Changes in Leasing and Subleasing Arrangements***

### **a. *Contractual arrangements at the Airport***

Beginning July 1, 2010, the Department entered into a new Airport Use Agreement (AUA), with the Air Transportation Companies. This is a three-year agreement, terminating July 1, 2013, with a one-year renewal option. Under this new agreement, there are no exclusive use gates. All gates within the terminal are either preferential or common use. (See Attachment 6 - Airline Use Agreement for additional details.) Affiliates of the signatory air carriers and non-signatory carriers enter into an Operating Agreement with the Department. (See Attachment 7 - Operating Agreement for additional details.)

### **b. *Assuring access at the Airport***

The Department continues to work with new airline entrants to make available gates and ticket counter space as needed. The Department controls four common use aircraft gates and three ticket counters at the airport. In the current agreement, the Department can authorize the use of leased airline space when underutilized and has gate recapture authority.

### **c. *Monitoring sublease fees and arrangements***

As part of the current agreement, the airline shall not assign or transfer any interest or sublet any portion of the airline premises without first obtaining the Department's written consent. In addition, when subleasing, the airline will not exceed one hundred fifteen percent (115%) of the rent paid by the airline to the City.

### **d. *Promoting the use of third-party contractors***

There have been no changes in circumstances affecting the use of third-party contractors. Currently, independent contractors can provide ground handling, maintenance, fueling, catering, or other support service. Providers

have equal access under the Department's minimum standards in the Salt Lake City Code. Many contractors have opportunities through airline-leased areas, fixed base operators, and direct leases with the airport. The Department is not aware of any qualified independent contractors offering support services who were unable to establish a presence at the Airport.

***e. Resolution of any disputes between carriers relating to access***

The Department continues to work personally with its various air carrier tenants in a proactive manner to help avoid disagreement when possible. The Airport currently has a full-time staff Tenant Relations Coordinator, whose responsibility is to meet at least weekly with all air carrier tenants to discuss issues and to reach a compromise when necessary. This position reports to the Airport Property Manager, and thus is able to address lease issues not only from incumbent tenants, but from potential new entrants as well. The Airport has been able to accommodate all requests to date, and has not received complaints of a denial of access.

Included in the New Airline/Charter Information Package, a Gate Monitoring and Tenant Dispute Resolution Policy summarize gate monitoring and a systematic appeals process for existing and new tenants. (See Attachment 5 for details.)

***3. Patterns of Air Service***

In June 2011, the airlines began decreasing daily departures and number of available seats. The direct result is fewer regional jets and other smaller aircraft. The Department will experience changes in air service, according to the OAG Aviation Database, Airport Scheduled Report. Beginning in 2012, Southwest will increase service to Phoenix, Las Vegas, and Oakland and eliminate service to Boise. US Airways and Delta will add a new nonstop market to Charlotte beginning March 2012. (See Attachment 8 for domestic and international scheduled activity reports including changes in departures and seats by carriers and markets served.)

The Department takes a proactive stance in market analysis activities and regularly shares pertinent data with carriers in order to identify opportunities. The Department works closely with tourism and travel promotion-related agencies and organizations to stimulate air travel. The Department's marketing program has two components that include joint marketing with air carriers and other entities. These programs are available to any air carrier proposing to offer services in compliance with regulatory requirements.



#### **4. Gate Assignment Policy**

Based on the Department's current use agreement, all gates within the terminal are either preferential or common use. (See Attachment 6 - Airline Use Agreement for additional details.) Since the 2004 Competition Plan Update, the Department purchase and maintains all loading bridges, which eliminates the potential obstacles caused by boarding bridge ownership. Parking positions within the boundaries of a leased gate are preferential, and tenants may use them for overnight parking if the Department does not need these positions. The Department has the right to reassign leased premises to accommodate the Department's needs. The Department's common use gates and parking positions are available for a fee on a first come, first served basis. Currently the number of Department common use gates available for new entrants has been adequate, and the Department has not found it necessary to monitor the usage of other gates at the Airport. See Attachment 5 – Gate Monitoring and Tenant Dispute Resolution Policy for utilization data for gates and related facilities to tenants and prospective tenants.

#### **5. Gate Use Requirements**

Based on the Department's current use agreement, all gates within the terminal are either preferential or common use. (See Attachment 6 - Airline Use Agreement for additional details.) The Department has the right to reassign leased premises to accommodate the Department's needs. The Department has adequate space to accommodate a new entrant's request. New entrants may also operate on a per-use basis under City ordinance. Signatory airlines are entitled to revenue sharing of one dollar (\$1) per enplaned passenger, provided revenue sharing does not exceed 30% of net remaining revenue, and any airline has the ability to become a signatory carrier to the agreement.

#### **6. Financial Constraints**

The Department makes use of a variety of funding sources for terminal projects, including Department funds, Passenger Facility Charge (PFC) funds, and debt financing. Currently, the Airport has no outstanding debt obligations. In the Department's current airline use agreement, the terminal

rental calculation is compensatory based, recovering costs allocated to the occupied facilities. The landing fee calculation is residual based, recovering net cost after the credits of nonairline revenue. The Department offers revenue sharing of one dollar (\$1) per enplaned passenger to signatory carriers, provided revenue sharing does not exceed 30% of net remaining revenue.

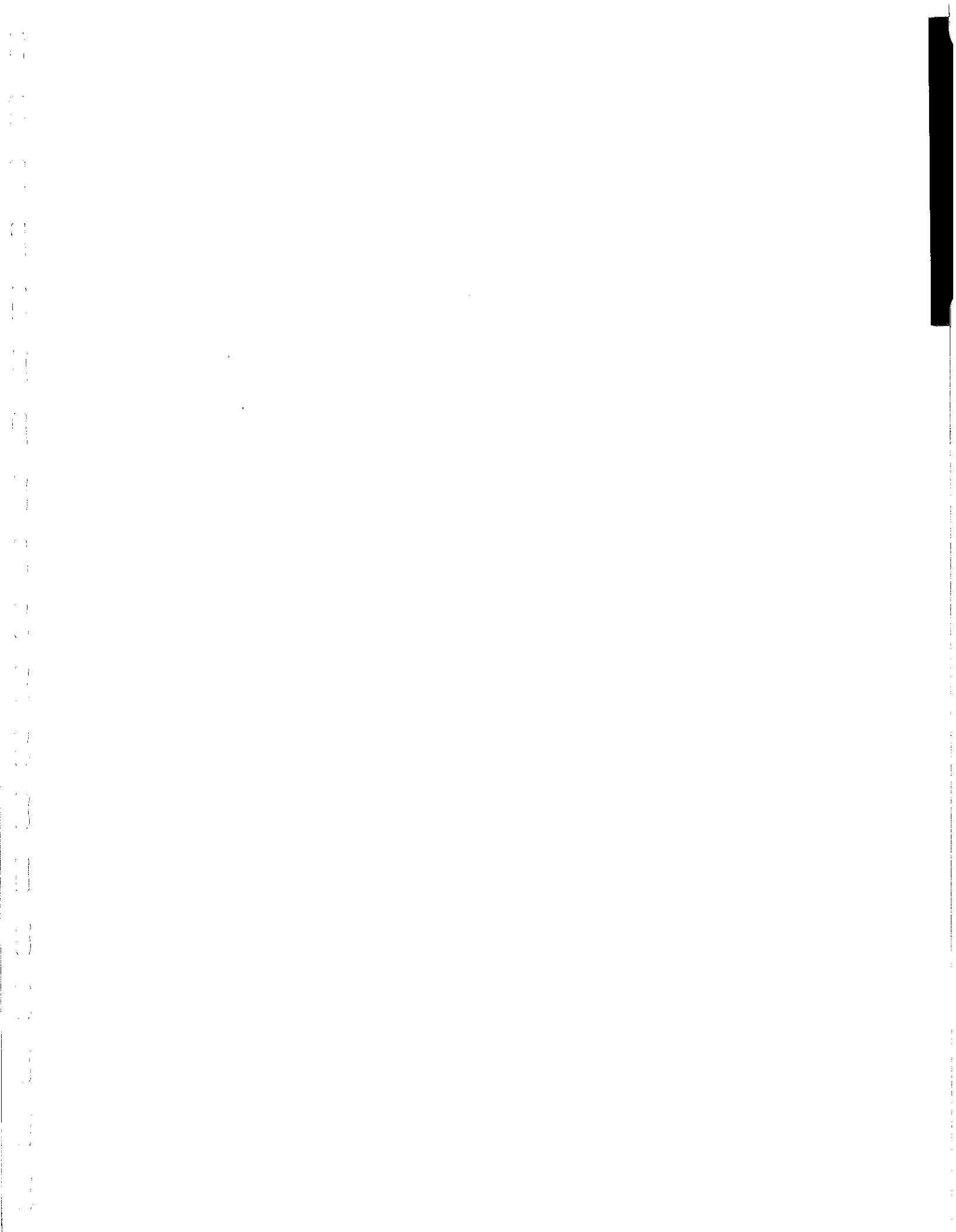
**7. *Airport Controls over Airside and Groundside Capacity***

Cost or amortization of cost for capital investments in the airfield or terminal cost and revenue center will not be included in landing fees or terminal rents, unless at least one of the signatory airlines has approved such new capital investments. The Department received no objections to capital projects during the year through its budget review process with air carriers.

**8. *Whether the Airport intends to build or acquire gates that would be used as common use facilities***

Currently, the Department is planning a Terminal Redevelopment Program (TRP) to construct new terminal facilities and concourses, and rehabilitate existing concourses. This project consists of a newly-constructed three-level terminal structure sized to initially handle the enplaning and deplaning traffic for 23 million annual passengers (MAP) and 72 aircraft gates with expansion capacity for 35 MAP and up to 120 aircraft gates. Currently, a PFC application is underway with the air carriers and the Salt Lake City International Airport for the consolidated terminal building. This is the first major PFC funded construction element of the TRP. Construction of a new consolidated terminal building focuses on safety, competition, and capacity by addressing existing seismic code issues in the terminal areas, facilitates the addition of gates, and increases capacity.

Business arrangements for these facilities are pending negotiations at this time. Although, there will be no exclusive use gates. All gates within the facilities will be preferential or common use with some equipped with Common Use Passenger Processing Systems (CUPPS). Anticipated date of beneficial occupancy (BOD) for the new terminal facilities and concourses is 2018.



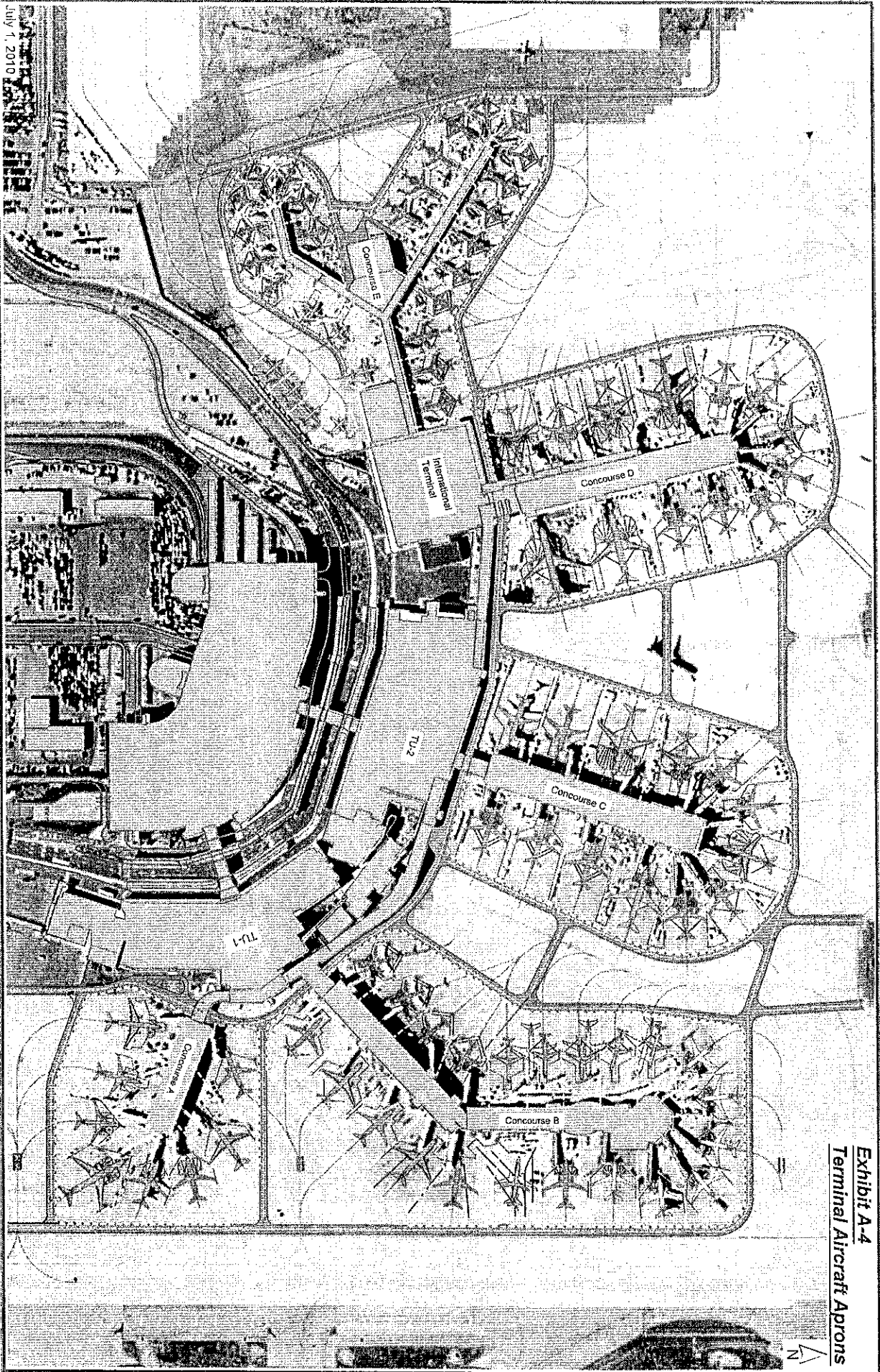


Exhibit A-4  
Terminal Aircraft Aprons

July 1, 2010





## Gate Assignments Salt Lake City International Airport

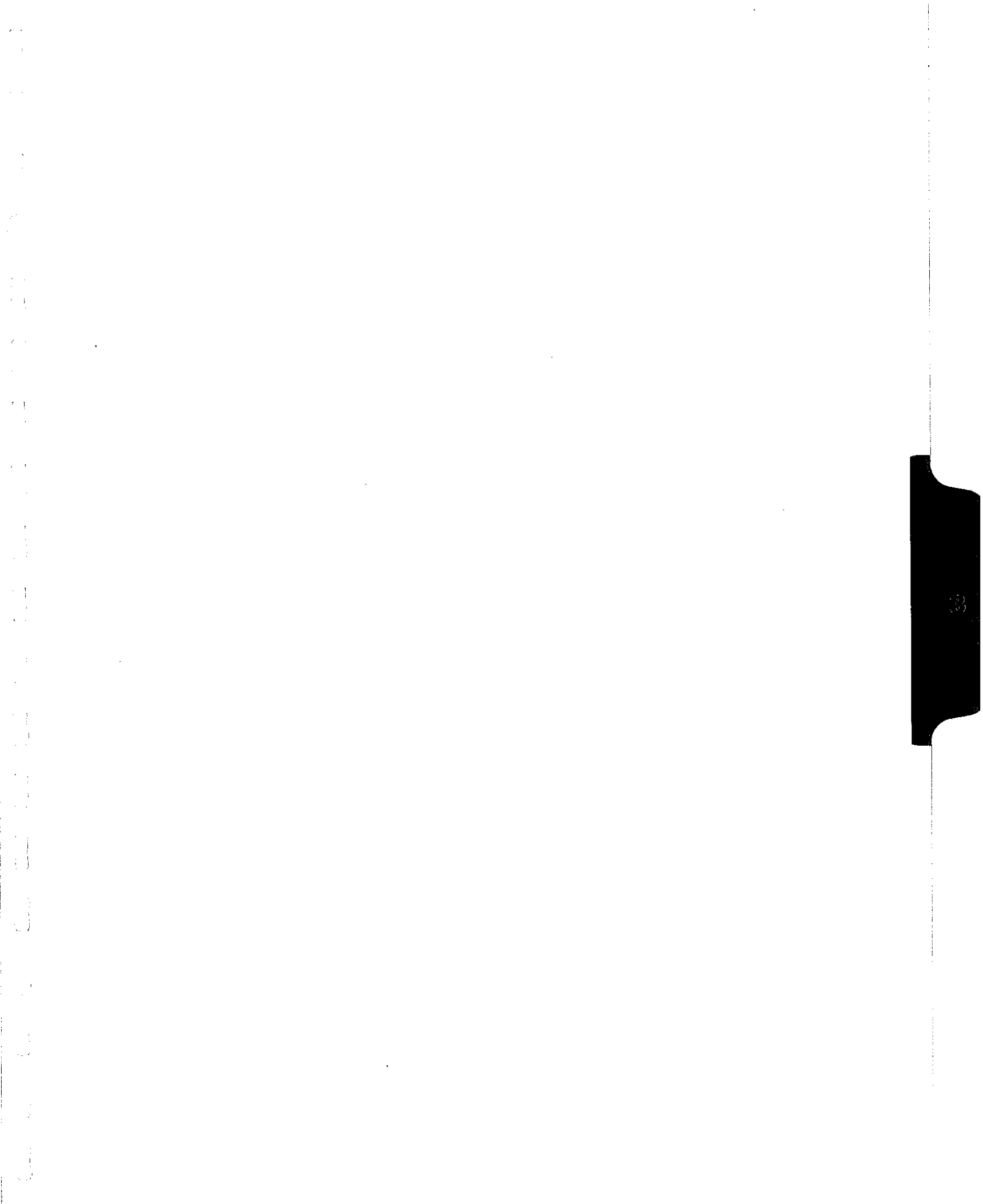
<b>Concourse A</b>		
<b>Preferential Use</b>	<b>Gates/Loading Bridges</b>	<b>Totals</b>
American Airlines	A3	1
Frontier Airlines	A5	1
jetBlue Airways	A7	1
US Airways	A4	1
<i>SLCDA - common use</i>	A1, A2, A6, A8	4
		<b>8</b>

<b>Concourse B</b>		
<b>Preferential Use</b>	<b>Gates/Loading Bridges</b>	<b>Totals</b>
Continental Airlines	B5	1
Delta Air Lines	B1, B2, B3, B4, B6, B8, B10, B11, B12, B13, B14, B16, B18	13
Southwest Airlines	B15, B17, B19, B20, B21, B22	6
United Airlines	B7, B9	2
		<b>22</b>

<b>Concourse C</b>		
<b>Preferential Use</b>	<b>Gates/Loading Bridges</b>	<b>Totals</b>
Delta Air Lines	C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13	13
		<b>13</b>

<b>Concourse D</b>		
<b>Preferential Use</b>	<b>Gates/Loading Bridges</b>	<b>Totals</b>
Delta Air Lines	D1, D2, D3, D4, D5, D6, D7, D8, D9, D10, D11, D12, D13	13
		<b>13</b>

<b>Concourse E</b>		
<b>Preferential Use</b>	<b>Parking Positions/No Loading Bridges</b>	<b>Totals</b>
Delta Air Lines	26 adjacent to building + 4 remote positions	30
		<b>30</b>



Airline	Gate No.	July Average Daily Departures	7/14/2011	Weekly Departures	Monthly Departures	July 2011 Actual Departures
American Airlines	A1	0		1	3	3
American Eagle	A1	1		4	16	16
American Airlines	A3	5	5	34	146	149
American Eagle	A3	5	6	37	159	162
Mesa Airlines	A4	0		0	1	1
US Air	A4	3	4	24	106	108
Frontier	A5	3	3	24	106	108
Republic	A5	1	1	7	29	30
Shuttle America	A5	0	1	3	12	12
JetBlue	A7	4	4	28	121	124
Mesaba	B2	0		1	5	5
SkyWest	B2	7	8	47	203	207
Delta	B3	0	1	3	15	15
Mesaba	B3	0		0	1	1
SkyWest	B3	7	5	48	208	213
SkyWest	B4	6	4	41	176	180
Continental	B5	2	2	12	51	52
ExpressJet	B5	0		1	5	5
SkyWest	B5	0		1	5	5
Mesaba	B6	0		0	2	2
SkyWest	B6	5	4	32	137	140
SkyWest	B7	3	6	19	82	84
Shuttle America	B7	1	1	6	27	28
United	B7	1	1	7	30	31
Delta	B8	0		1	3	3
Mesaba	B8	0		0	1	1
SkyWest	B8	5	7	33	143	146
SkyWest	B9	6	8	42	184	188
Shuttle America	B9	1	1	7	32	33
United	B9	0		0	1	1
Mesaba	B10	0		0	2	2
SkyWest	B10	3	4	23	98	100
Mesaba	B11	0		1	5	5
SkyWest	B11	5	3	34	148	151
Mesaba	B12	0		0	1	1
SkyWest	B12	4	6	31	133	136
Mesaba	B13	0		3	13	13
SkyWest	B13	6	8	41	178	182
Mesaba	B14	0		0	2	2
SkyWest	B14	3	3	24	105	107
Southwest	B15	9	9	63	271	277
Mesaba	B16	0		2	9	9
SkyWest	B16	3	3	21	91	93
Southwest	B17	9	9	60	258	264
Mesaba	B18	0		1	4	4
SkyWest	B18	3	3	21	93	95

Airline	Gate No.	July Average Daily Departures	7/14/2011	Weekly Departures	Monthly Departures	July 2011 Actual Departures
Southwest	B19	2	4	12	54	55
Southwest	B20	2	3	12	50	51
Southwest	B21	9	8	60	258	264
Southwest	B22	9	9	60	259	265
Delta	C1	3	3	21	91	93
Mesaba	C1	1	1	5	20	20
SkyWest	C1	0	1	3	14	14
Delta	C2	3	2	18	79	81
Delta	C3	3	3	23	100	102
Mesaba	C3	0		2	11	11
SkyWest	C3	0		3	12	12
Delta	C4	6	6	44	191	195
Mesaba	C4	0		2	7	7
SkyWest	C4	0		0	2	2
Delta	C5	4	3	28	120	123
Mesaba	C5	0		1	4	4
SkyWest	C5	0		2	9	9
Delta	C6	6	5	40	174	178
Delta	C7	5	4	33	144	147
Delta	C8	5	5	37	162	166
Mesaba	C9	2	2	14	63	64
SkyWest	C9	3	4	21	91	93
Delta	C10	2	2	14	61	62
Mesaba	C10	1		4	16	16
SkyWest	C10	2	4	12	51	52
Delta	C11	3	5	22	94	96
Mesaba	C11	0	1	2	9	9
SkyWest	C11	2	1	11	46	47
Delta	C12	4	5	31	133	136
Mesaba	C12	0		1	6	6
SkyWest	C12	0		3	15	15
Delta	C13	5	5	37	159	163
Delta	D1	4	3	26	112	114
Delta	D2	4	5	30	130	133
Mesaba	D2	0		0	1	1
SkyWest	D2	0		1	4	4
Delta	D3	4	6	30	131	134
Delta	D4	0		3	15	15
Mesaba	D4	1	1	5	21	21
SkyWest	D4	1	2	8	34	35
Delta	D5	4	5	27	117	120
Mesaba	D5	0		0	2	2
SkyWest	D5	1		5	21	21
Delta	D6	4	4	30	132	135

Airline	Gate No.	July Average Daily Departures	7/14/2011	Weekly Departures	Monthly Departures	July 2011 Actual Departures
SkyWest	D6	0	1	1	5	5
Delta	D7	3	5	21	90	92
Mesaba	D7	0		3	13	13
SkyWest	D7	1	1	9	40	41
Delta	D8	4	3	31	134	137
Delta	D9	2	3	14	59	60
Mesaba	D9	1		7	29	30
SkyWest	D9	2	2	13	56	57
Delta	D10	4	4	28	120	123
Delta	D11	3	3	20	86	88
Mesaba	D11	0	2	2	9	9
SkyWest	D11	1		5	23	23
Delta	D12	1		8	36	37
Mesaba	D12	2	3	11	46	47
SkyWest	D12	1	1	9	40	41
Delta	D13	5	5	37	160	164
SkyWest	E60	4	4	26	111	113
SkyWest	E61	1	2	9	38	39
SkyWest	E62	3	4	20	86	88
SkyWest	E63	0		0	2	2
SkyWest	E64	3	3	22	97	99
SkyWest	E65	8	8	53	230	235
SkyWest	E69	11	9	77	334	341
SkyWest	E70	0		2	8	8
SkyWest	E71	11	12	78	337	344
SkyWest	E72	9	9	63	272	278
SkyWest	E73	3	3	21	89	91
SkyWest	E74	11	12	80	347	355
SkyWest	E75	0		0	1	1
SkyWest	E76	8	9	53	230	235
SkyWest	E77	0		3	12	12
SkyWest	E78	6	5	40	172	176
SkyWest	E79	2	2	14	60	61
SkyWest	E80	6	6	39	169	173
SkyWest	E81	9	8	61	263	269
SkyWest	E82	0	2	2	11	11
SkyWest	E83	11	11	79	341	349
SkyWest	E84	6	7	43	186	190
SkyWest	E85	0		2	9	9
	<b>Grand Total</b>	<b>362</b>	<b>381</b>	<b>2,536</b>	<b>10,991</b>	<b>11,233</b>



# **SALT LAKE CITY INTERNATIONAL AIRPORT**

## **NEW AIRLINE/CHARTER INFORMATION**



Salt Lake City  
Department of Airports

# SALT LAKE CITY INTERNATIONAL AIRPORT

## BASIC REQUIREMENTS

The following basic requirements must be met prior to start up:

1. Letter of Request

Submit written request of your proposed service to Joel Nelson, Airport Property Manager, Salt Lake City International Airport, P.O. Box 145550, Salt Lake City, Utah 84114-5550.

2. Operating Agreement

Provide a signed Operating Agreement, provided following receipt and acceptance of the Letter of Request in #1 above. Signed agreements shall be returned to Cole Hobbs, Airport Contracts Manager, Salt Lake City International Airport, P.O. Box 145550, Salt Lake City, Utah 84114-5550. They shall include the following:

- A. FAA Operating Certificate
- B. Insurance Certificates in compliance with the attached Insurance Checklist and Operating Agreement
- C. Letter of Credit in compliance with the attached LOC Checklist and Operating Agreement.

3. Parking and Gate Availability

Prospective air carriers must contact Al Stuart, Airport Operations Superintendent, before beginning operations at Salt Lake International Airport. Carriers shall provide Airport Operations with a schedule for coordination of gate use and ramp space. Mr. Stuart can be reached at (801) 575-2463.

All air carriers at Salt Lake City International Airport (SLCIA) will pay fees based on location and usage of facilities and services as shown in attached Terminal Rents and Air Carrier Fees.

1. Airfield Operations / Aircraft Parking Requirements

Aircraft, which originate from an unsecured airport, may only use the General Aviation (East) side of the SLCIA. To coordinate aircraft parking requirements and gate use please contact Al Stuart, Superintendent Airport Operations, at (801) 575-2463.

- Gates A1, A2, A6, & A8, are for commercial/charter use, contact Airfield Operations for use (see attached Air Carrier Fees).
- IT – International Terminal must be utilized by incoming international flights.
- East Side/General Aviation – no access to major terminals, General Aviation access only.

2. Gate Use Requirements and Rates

- Gate use requirements are regulated by either Salt Lake City Ordinance and Operating Agreement.
- Contact Joel Nelson, Airport Property Manager at (801) 575-3433

3. Ticket Counters and Office Space

- Contact Joel Nelson, Airport Property Manager at (801) 575-3433

4. Questions, Concerns or Disputes Regarding Leasing Arrangements

- The Department of Airports works with prospective and current tenants at their request to resolve questions, concerns or disputes that may arise. We encourage you to contact the Tenant Relations Coordinator for assistance. It is our policy to facilitate working relationships that will be beneficial to the public, to prospective and current tenants, and to the administration of the Airport. If you are dissatisfied with our efforts, please refer to the attached policy which outlines the Department's dispute resolution process.
- Contact Mike Rawson, Airport Customer/Tenant Relations Coordinator (801) 575-2894

5. Security & Badging

- Contact Connie Proctor, Superintendent Airport Security at (801) 575-2467

6. Placement on EVIDS

- Contact Scott Fuhrman, MS Network Administrator at (801) 575-2618
- A current schedule is required
- Your two-letter identifier that FAA gave you is required.

7. Signage Requests

- Contact Mike Rawson, Airport Customer/Tenant Relations Coordinator at (801) 575-2894

8. Monthly Activity Report

- Contact Cory Chivers, Airport Finance, at (801) 575-2533
- A monthly activity report must be submitted each month and returned to Cory Chivers no later than the 10<sup>th</sup> of each month for activity during the previous month.

9. Passenger Facility Charges (PFC)

Currently, the Salt Lake City Department of Airports has been approved by the Federal Aviation Administration to impose a Passenger Facility Charge, in the amount of \$4.50. The Authority will notify all carriers of any revision necessary because of the PFC expiration date.

## **SALT LAKE CITY INTERNATIONAL AIRPORT**

### **SLCDA DIRECTORY**

The following is a directory of Airport personnel involved in air carrier start-up.

Airfield Operations/Aircraft Parking – Al Stuart (801) 575-2463

Airport Control Center – Maintenance & Janitorial Needs – 575-2401

Airport Emergency – 575-2405

EVID System – (Electronic Visual Information Display) – Scott Fuhriman (801) 575-2618

Insurance, Letters of Credit, FAA Operating Certificate – Shauna Henderson (801) 575-2978

Marketing Director – Barbara Gann (801) 575-2992

Monthly Activity Reports – Cory Chivers (801) 575-2533

Operating Agreements – Cole Hobbs - (801) 575-2984

Other Carrier Needs – Joel Nelson (801) 575-3433

PFC Information – Janine Christiansen (801) 575-2721

Security & Badging – Connie Proctor (801) 575-2467

Signage Requests – Mike Rawson (801) 575-2894

Telecommunications Manager – Alan Rohlfing (801) 575-2495

Terminal Space – Joel Nelson (801) 575-3433

US Customs – (801) 524-3445

## SALT LAKE CITY INTERNATIONAL AIRPORT

<b>TERMINAL RENTS AIR CARRIER FEES Effective July 1, 2011</b>
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Fees and Other Charges	Rates	Description
Landing Fee	\$ 1.72	Per 1,000 lbs gross certified landing weights
Terminal Rents		
Conditioned	\$ 73.42	Per Square Feet / Per Year
Unconditioned	\$ 36.71	Per Square Feet / Per Year
Common Use Gates and Boarding Bridge Charges		
Common Use Gates	\$ 133.00	Per Use / Use Equals Three Hours
Boarding Bridge	\$ 32.00	Per Use / Use Equals Three Hours
Common Use Ticket Counter and Bag Make-up Charges	\$ 287.00	Per Use / Use Equals Three Hours
Common Use Bag Claim Charges	\$ 0.42	Per Enplaned Passenger
FIS Facility and International Bag Claim Area	\$ 2.86	Per Deplaned International Passenger
Remain Overnight Charge (RON)		
Group 1 and 2	\$ 50.00	Aircraft remaining overnight and parked beyond the bounds of each leased terminal aircraft apron
Group 3 and Higher	\$ 100.00	
GSE Storage Area Charges (GSE)	\$ 0.30	120% of prevailing ground rent per square foot
Stacking Charges		
Group 1 and 2	\$ 50.00	Airline stack aircraft beyond the bounds of each leased terminal aircraft apron
Group 3 and Higher	\$ 100.00	
Preferential Use Boarding Bridges		
Boarding Bridges Maintenance	\$ 1,259.00	Mo. Charge Per Bridge (includes a \$20 credit) Monthly Charge Per Bridge
Boarding Bridges Parts and Supplies	\$ 439.00	
Passenger Facility Charge (PFC)	\$ 4.50	Per Enplaned Passenger
Cargo Fees		
Cargo Ramp Use Fee	\$ 11.06	Per Use Fee
Cargo Ramp Weight Fee	\$ 0.16	Per 1,000 lbs gross certified landing weights
Letter of Credit	20%	20% of Annual Fees





**SALT LAKE CITY CORPORATION  
DEPARTMENT OF AIRPORTS  
PO BOX 145550  
SALT LAKE CITY, UTAH 84114-5550**

**CERTIFICATE OF INSURANCE CHECKLIST**

Certificates of Insurance must meet the required coverage and modifications. These special provisions are required by the Salt Lake City Attorney's Office. If these provisions are not included on the certificate from your insurance agent, they will have to be returned for corrections and could delay contract execution.

The following information must be included on the certificate:

1.     **COVERAGE:**  
          Commercial Aircraft Liability insurance with the limits described in the Operating Agreement.
  
2.     **CERTIFICATE HOLDER:**  
          **Salt Lake City Corporation** must be named as the Certificate Holder.
  
3.     **ADDITIONAL INSURED:**  
          **Salt Lake City Corporation** must be named as additional insured. ISO endorsement is required with the certificate.
  
4.     **CANCELLATION PARAGRAPH:**  
          Thirty Days notice of cancellation is required.
  
5.     **RATING**  
          Insurance companies **must** be listed on the Department of the Treasury's Fiscal Service List 570 **or** have an "A-" rating or better in Best's Key Rating Guide.
  
6.     **ORIGINAL CERTIFICATE:**  
          The Certificate must bear the original signature of an authorized agent with any changes made on the certificate initialed.

Please forward a copy of this information to your insurance agent. If you or your agent has any questions, please feel free to contact Shauna Henderson, Airport Property Specialist, at 801-575-2978, or by fax 801-575-2041, or e-mail: Shauna.Henderson@slcgov.com.

**SALT LAKE CITY CORPORATION  
SALT LAKE CITY DEPARTMENT OF AIRPORTS  
P.O. BOX 145550  
SALT LAKE CITY, UTAH 84114-5550**

**LETTER OF CREDIT CHECKLIST**

The Salt Lake City Department of Airports requires 20% of estimated annual fees in the form of a Letter of Credit (LOC). The following provisions are required by the Salt Lake City Attorney's Office for all Letters of Credit:

1. An original Letter of Credit with a seal and associated Power of Attorney.
2. Letter of Credit shall indicate that it is redeemable due to lack of performance or payment or fees in connection with landing and operating at the SLC International Airport pursuant to the Operating Agreement dated \_\_\_\_\_.
3. Authorized signatures.
4. The Letter of Credit should be available for total or partial draws in the event of default under the terms of the Operating Agreement or City Ordinance.
5. The Letter of Credit must be irrevocable without possibility of cancellation.
6. Salt Lake City Corporation must be named as the beneficiary.
7. All letters of credit must be redeemable at a local Salt Lake City location or by registered mail.

Failure to meet any of the preceding provisions will result in the return of the Letter of Credit for corrective action.



## **5.01.14 Gate Monitoring and Tenant Dispute Resolution**

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*Responsible Airport Division: Administration and Commercial Management, Properties*

*Key Words: dispute, gate, lease, monitor, prospective, resolution, space, sublease, tenant*

### **ARTICLE 1. INTRODUCTION**

- 1.1 Applicability. It is the policy of the Salt Lake City Department of Airports to assist tenants and prospective tenants with making leasing and subleasing arrangements and obtaining gate assignments at the Airport to the extent needed, and to facilitate the resolution of any disputes that may arise relating to such arrangements or assignments.
- 1.2 Authority. This policy has been adopted by the Department as a department of the City under the authority of Salt Lake City Code § 2.08.030.
- 1.3 Articles. This policy consists of the following Articles:
  - a. Article 1. Introduction
  - b. Article 2. New Airline/Charter Information Package and Tenant Relations Coordinator
  - c. Article 3. Gate Monitoring
  - d. Article 4. Dispute Resolution Process
- 1.4 Purpose. This policy is adopted to set out the Department's guidelines for monitoring gate usage and for facilitating the resolution of disputes regarding leasing and subleasing arrangements.

### **ARTICLE 2. NEW AIRLINE/CHARTER INFORMATION PACKAGE AND TENANT RELATIONS COORDINATOR**

- 2.1 This policy is included as a part of the New Airline/Charter Information Package that the Department provides to prospective tenants.
- 2.2 The Department employs a full-time Tenant Relations Coordinator to work with prospective and current tenants at their request to resolve questions, concerns or disputes that may arise.

### **ARTICLE 3. GATE MONITORING.**

- 3.1 The Department owns and controls a number of common use gates. The Department's Operations Division is responsible for assigning and monitoring these gates. Assignments are made on a first come, first served basis.
- 3.2 Any carrier using the Airport pursuant to City ordinance will be required to use the Department's common use gates. If a common use gate is not available, the Department will assist the carrier in obtaining access to a preferential use gate leased by another carrier.
- 3.3 The Department's common use gates, are generally sufficient to handle requests by new entrants. The Department will monitor the use of its common use gates at the Airport, and if there comes a time when the Department finds that all of its gates are being consistently used at a 75% capacity based on three turns per gate per day, then the Department will begin monitoring the gate usage of all other gates at the Airport.

### **ARTICLE 4. DISPUTE RESOLUTION PROCESS**

- 4.1 The Airport's Tenant Relations Coordinator is available to work with tenants or prospective tenants to resolve disagreements. If the Tenant Relations Coordinator is unable to resolve a dispute to the satisfaction of a prospective tenant or a current tenant, that individual or company may address the dispute through the Department's formal dispute resolution process.
- 4.2 Process.
  - A. **Submit Dispute.** A tenant or prospective tenant may submit any dispute regarding leasing or subleasing arrangements at the Airport in writing to the Airport's Property Manager or his or her designee. Upon reviewing the circumstances, the Airport's Property Manager or designee shall issue a written decision within twenty (20) business days. A decision by the Airport's Property Manager or designee shall be final and binding unless it is appealed in writing as set forth below.
  - B. **City Determination.** When appealing any decision of the Airport's Property Manager or designee, the tenant or prospective tenant shall submit an appeal in writing to the Airport's Director of Administration and Commercial Services or his or her designee within twenty (20) business days after the date of issuance of the decision. Such appeal shall specify all factual grounds and the general legal grounds for the appeal, and shall certify that the appeal is ready for decision. The



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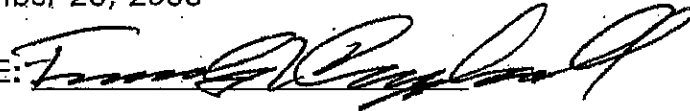
- C. **Appeal and Facilitation Meeting.** Within ten (10) business days after a decision by the Airport's Director of Administration or designee, the tenant or prospective tenant may submit a request in writing for a facilitation meeting. City's Airport Executive Director and the tenant's or prospective tenant's chief executive officer shall participate in such facilitation meeting, which shall occur as soon as reasonably practicable and which shall be conducted by such facilitator or mediator and in Salt Lake City at such location as the parties agree.

4.3 **Effect of Process.** Notwithstanding the pendency of any dispute or any appeal, a tenant or prospective tenant shall, if so directed by Department, comply with the final decision of the Department relating to its use of the Airport. A tenant may not discontinue services due to a dispute, and if a tenant does so, the City may terminate such lease for cause.

PRE-1999 REFERENCES: None

EFFECTIVE DATE: November 25, 2003

AUTHORIZED SIGNATURE:



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## **5.01.14 Gate Monitoring and Tenant Dispute Resolution**

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*Responsible Airport Division: Administration and Commercial Management, Properties*

*Key Words: dispute, gate, lease, monitor, prospective, resolution, space, sublease, tenant*

### **ARTICLE 1. INTRODUCTION**

- 1.1 **Applicability.** It is the policy of the Salt Lake City Department of Airports to assist tenants and prospective tenants with making leasing and subleasing arrangements and obtaining gate assignments at the Airport to the extent needed, and to facilitate the resolution of any disputes that may arise relating to such arrangements or assignments.
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- 1.4 **Purpose.** This policy is adopted to set out the Department's guidelines for monitoring gate usage and for facilitating the resolution of disputes regarding leasing and subleasing arrangements.

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PRE-1999 REFERENCES: None

EFFECTIVE DATE: November 25, 2003

AUTHORIZED SIGNATURE: 

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PRE-1999 REFERENCES: None

EFFECTIVE DATE: November 25, 2003

AUTHORIZED SIGNATURE: 

**AIRLINE USE AGREEMENT**

FOR

**SALT LAKE CITY INTERNATIONAL AIRPORT**

BY AND BETWEEN

**SALT LAKE CITY CORPORATION**

AND

---

JULY 1, 2010



Salt Lake City  
Department of Airports

**AIRLINE USE AGREEMENT**

FOR

SALT LAKE CITY INTERNATIONAL AIRPORT

BY AND BETWEEN

SALT LAKE CITY CORPORATION

AND

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JULY 1, 2010

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**EXHIBITS**

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Exhibit B	Rates and Charges
Exhibit C	Space Change Summary Notice
Exhibit D	Affiliate Designation and Withdrawal Forms
Exhibit E	Maintenance Responsibilities
Exhibit F	Airline Activity Reports
Exhibit G	Capital Improvement Plan

## AIRLINE USE AGREEMENT

THIS AIRLINE USE AGREEMENT (as amended, modified or altered from time to time, the "Agreement") is made and entered into this 1<sup>st</sup> day of July, 2010 by and between Salt Lake City Corporation, a municipal corporation of the State of Utah, and \_\_\_\_\_, a corporation organized and existing under the laws of \_\_\_\_\_ and authorized to do business in the State of Utah ("Airline").

### WITNESSETH:

WHEREAS, City has the ownership, custody, control and management of the Salt Lake City International Airport (as it now exists or hereafter may be extended, the "Airport," the approximate boundaries of which are shown on Exhibit A attached hereto, including all real property easements or any other interests therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by City) located in Salt Lake County, State of Utah, as well as the ownership, custody, control and management of South Valley Regional Airport in West Jordan, Salt Lake County, Utah, and Tooele Valley Airport in Tooele, Tooele County, Utah (the "Reliever Airports"); and

WHEREAS, the Salt Lake City Department of Airports ("SLCDA") operates, maintains, improves and promotes the Airport and the Reliever Airports on behalf of the City; and

WHEREAS, City has the right to lease, license, or otherwise provide for the use of the land, property and facilities of the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, Airline is duly certificated by the United States Department of Transportation, Federal Aviation Administration, and is engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo; and

WHEREAS, Airline desires to lease certain premises and obtain certain rights, services and privileges in connection with the use of the Airport and its facilities, and City is willing to grant and lease the same to Airline upon the terms and conditions hereinafter stated; and

WHEREAS, City, Airline and all Air Transportation Companies (as defined below) currently operating at the Airport that are represented by the Airport-Airline Affairs Committee have negotiated the terms of this Agreement and intend to terminate all currently effective Airline Operating Agreements and Terminal Building Leases effective as of June 30, 2010, and as more specifically provided in this Agreement; and

WHEREAS, Airline and City agree to enter into this Agreement specifying the rights and obligations of the parties with respect to the use and occupancy of the Airport by Airline;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, City and Airline do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

### Article 1 Definitions

The following words, terms and phrases wherever used in this Agreement shall for the purposes of this Agreement have the following meanings:

1.01 *Adjustment-to-Actual* shall mean the annual adjustments made in accordance with Section 8.06 hereof.

1.02 *Affiliate* shall mean any Non-Signatory Airline that provides passenger service and that:

1.02.1 Is designated by Airline to the City as its Affiliate in accordance with Section 5.03, and

1.02.2 Has executed an Operating Agreement containing insurance, indemnification and other standard provisions as required by the City; and either:

(a) is operating at the Airport for the benefit of Airline, under the same or substantially similar livery as Airline, and (i) is owned by Airline, or (ii) is a subsidiary of the same corporate parent as Airline, or (iii) is under contract to Airline in respect of such operation; or

(b) is operating under its own livery at the Airport, is not selling any seats on an aircraft in its own name and all seats on such aircraft are being sold in the name of Airline; or

(c) is operating at the Airport under Airline's two-letter designator code and its own two-letter designator code, but is not headquartered in the United States.

1.03 *Air Transportation Business* shall mean that business operated by Airline at the Airport for the commercial transportation by air of persons, property, mail, parcels and/or cargo.

1.04 *Air Transportation Company* shall mean a legal entity certificated by the Secretary of Transportation and engaged in the business of scheduled or non-scheduled commercial transportation by air of persons, property, mail, parcels and/or cargo.

1.05 *Airfield* shall mean those portions of the Airport provided for the landing, taking off, and taxiing of aircraft, including without limitation approach and turning zones, clear zones, avigation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, GSE Storage Areas, and other appurtenances related to the aeronautical use of the Airport, including any airfield property purchased for noise or other environmental mitigation purposes.

1.06 *Airfield Cost and Revenue Center* shall include the allocated share of Debt Service; direct, indirect and general administrative Operating Expenses; Renewal and Replacement Costs; reserve deposits; and all Revenues attributable to the Airfield.

1.07 *Airfield Revenue Requirement* shall mean the amount that includes all direct and indirect costs less certain revenues as defined in and in accordance with Section 8.02.1 hereof.

1.08 *Airline* shall mean the Air Transportation Company signing this Agreement.

1.09 *Airline Premises* shall mean those areas at the Airport assigned to Airline as Exclusive Use Premises, Preferential Use Premises, Joint Use Premises and Common Use Premises, as defined herein and shown on Exhibit A attached hereto. When required, these exhibits will be revised in accordance with changes in the designation of areas as provided herein.

1.10 *Airline Revenue Requirement* shall mean the sum of the Airfield Revenue Requirement and the Terminal Revenue Requirement.

1.11 *Airport-Airline Affairs Committee ("AAAC")* shall mean collectively the authorized representatives of each Signatory Airline that shall meet from time to time with representatives of City to receive information and provide input from the Signatory Airlines with regard to selected operational and development matters at the Airport.

1.12 *Balanced Facility Requirement* shall mean the following minimum space that an Air Transportation Company must lease to qualify as a Signatory Airline hereunder: (a) one (1) gate (b) two (2) Ticket Counter positions, and (c) airline ticket office, bag make up, bag office or other space deemed part of the Balanced Facility Requirement by the Executive Director.

1.13 *Bonds* shall mean City of Salt Lake Airport Revenue Bonds issued pursuant to the Master Trust Indenture.

1.14 *Capital Investment* shall mean an expenditure made to acquire, purchase or construct a single capital item or project for the purpose of improving, maintaining or developing the Airport and shall include expenses incurred for acquisition, development, study, analysis, review, design, or capital planning efforts.

1.15 *Cargo Aircraft Aprons* shall mean those areas of the Airport that are primarily designated for the parking of cargo aircraft and support vehicles and the loading and unloading of cargo aircraft.

1.16 *Chargeable Landing* shall mean all Revenue Landings and Non-Revenue Landings.

1.17 *City* shall mean the Salt Lake City Corporation, a municipal corporation of the State of Utah, and the person, division, department, bureau, or agency as may from time to time be expressly designated by the City to exercise functions equivalent or similar to those now exercised by the City with respect to rights and obligations of City under this Agreement.

1.18 *City Council* shall mean the City Council of City.

1.19 *Common Use* shall mean shared use of areas by Airline and one or more other Air Transportation Companies.

1.20 *Common Use Premises* shall mean those areas of the Terminal, including without limitation Common Use Gates, Common Use Ticket Counters, Common Use Skycap Positions and baggage areas, not assigned on an Exclusive Use, Joint Use or Preferential Use basis (excluding Public Space) but rather used in common by Airline and one or more other Air Transportation Companies.

1.21 *Cost and Revenue Centers* shall mean those areas or functional activities of the Airport used for the purposes of accounting for Revenues, Operating Expenses, Renewal and Replacement Costs, Capital Investments and Debt Service as identified in Exhibit B.

1.22 *Coverage Amount* shall mean: (i) with respect to any Debt Service on Bonds, an amount equal to twenty-five percent (25%) of such Debt Service, and (ii) with respect to Debt Service on Subordinated Indebtedness, an amount equal to the amount by which the Revenues available to pay such Subordinated Indebtedness are required to exceed the Debt Service on such Subordinated Indebtedness pursuant to the applicable Subordinated Financing Agreement.

1.23 *Customer Facility Charges* ("CFCs") shall mean fees imposed for non-aeronautical use of the Airport for the purpose of funding non-aeronautical facilities at the Airport, such as a consolidated rental car facility, as such fees may be altered from time to time during the Term of this Agreement.

1.24 *Debt Service* shall mean, with respect to outstanding Bonds and Subordinated Indebtedness, any principal, interest, premium, and any other fee or amount, including, without limitation, credit enhancement or liquidity costs, payments with respect to interest rate swaps or other hedging agreements, financing costs, remarketing and broker-dealer fees, payments required to be made to the United States Treasury for arbitrage rebates (including the cost of calculation of same), and trustee or other fiduciary fees either paid or accrued for such Bonds and Subordinated Indebtedness, exclusive of amounts funded by PFCs (as defined in Section 1.52), CFCs (as defined in Section 1.23) or federal grants. Except for the purposes of calculating the Coverage Amount, Debt Service also shall be exclusive of amounts funded by CFCs or federal grants.

1.25 *Debt Service Reserve Fund* shall mean such Fund as described in the Master Trust Indenture and each account therein.

1.26 *Deplaned Passenger* shall mean any passenger disembarking an aircraft, including any such passenger that shall subsequently board another aircraft of the same or a different Air Transportation Company or the same aircraft previously operating under a different flight number.

1.27 *DOT* shall mean the United States Department of Transportation.

1.28 *Enplaned Passenger* shall mean any passenger boarding an aircraft, including any such passenger that previously disembarked from another aircraft of the same or a different Air Transportation Company or from the same aircraft previously operating under a different flight number.

1.29 *Environmental Laws* shall mean and include all applicable federal, state, and local laws, statutes, ordinances, regulations, decrees, and/or rules currently in effect or which may come into effect during the Term of this Agreement, as may be amended from time to time, and all implementing regulations, orders, and applicable federal or applicable state court decisions interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all applicable federal or state superlien or environmental clean-up statutes.

1.30 *Exclusive Use Premises* shall mean any office space, storage area, VIP lounge, employee break room or other area of the Terminal designated by City for exclusive use by Airline as shown on Exhibit A.

1.31 *Executive Director* shall be the Executive Director of SLCDA and shall include such person or persons as may from time to time be authorized in writing by City or by the Executive Director or applicable law to act for the Executive Director with respect to any or all matters pertaining to this Agreement.

1.32 *FAA* shall mean the Federal Aviation Administration or its authorized successor(s).

1.33 *Fiscal Year* shall mean the annual accounting period of City for its general accounting purposes which, at the time of entering into this Agreement, is the period of 12 consecutive months ending with the last day of June of any year.

1.34 *Gate* shall mean those portions of the Terminal individually comprised of a passenger loading bridge, if any, a passenger holdroom and a Gate Apron.

1.35 *Gate Apron* shall mean the ramp area associated with a Gate.

1.36 *GSE Storage Areas* shall mean those areas of the Airport that are primarily designated for the storage of ground support equipment, which areas are shown on Exhibit A attached hereto.

1.37 *Hazardous Materials* shall mean any and all substances, products, by-products, waste, or other materials of any nature or kind whatsoever which (a) are or become listed or regulated under any Environmental Laws; (b) give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under applicable reported decisions of state or federal court; or (c) which may be hazardous or harmful to the air, water, soil or environment or affect industrial hygiene, occupational health or safety, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

1.38 *Investment Service* shall mean those annual charges for payments of Debt Service and associated Debt Service coverage plus annual charges for amortization of Capital Investments funded by Net Remaining Revenues.



1.39 *Joint Use Premises* shall mean those areas of the Terminal that are used jointly by Airline and one or more other Air Transportation Companies, which areas are shown on Exhibit A attached hereto.

1.40 *Landing Fee* shall mean a fee expressed in dollars and cents per thousand pounds of the Maximum Gross Landed Weight of each type of Airline's aircraft and shall be multiplied by the total of all Maximum Gross Landed Weight for all Chargeable Landings of each type of aircraft landed at the Airport by Airline.

1.41 *Master Trust Indenture* shall mean the trust agreement by and between City and the Trustee that provides for the issuance of City of Salt Lake Airport Revenue Bonds, as supplemented by additional or supplemental resolutions and supplemental trust agreements.

1.42 *Maximum Gross Landed Weight* shall mean the maximum gross certificated landing weight in one thousand pound units for each aircraft operated at the Airport by Airline as certificated by the FAA or its successor.

1.43 *Net Bond Proceeds* shall mean the amount of the proceeds of any Bonds that is available for construction or acquisition of projects, net of costs of issuance, reserve amounts, capitalized interest, discount or other amounts paid from Bond proceeds.

1.44 *Net Remaining Revenues* shall mean, for a given Fiscal Year, the amount equal to Revenues plus Other Available Funds less Operating Expenses less Debt Service less the Coverage Amount (for the current Fiscal Year) less other required fund deposits or payments described in the Master Trust Indenture (including required Renewal and Replacement Costs and Subordinated Indebtedness, if any).

1.45 *Non-Revenue Landing* shall mean any aircraft landed by Airline at the Airport for a flight for which Airline receives no revenue.

1.46 *Non-Signatory Airline* shall mean any Air Transportation Company that has not entered into an Airline Use Agreement with City substantially similar to this Agreement.

1.47 *Operating Agreement* shall mean the agreement executed by City and any Non-Signatory Airline pertaining to such Non-Signatory Airline's operations and use of certain facilities at the Airport.

1.48 *Operating Expenses* shall mean the current expenses, paid or accrued, of operation, maintenance, and ordinary current repairs of the Airport (calculated in accordance with sound accounting principles) and shall include, but not be limited to, insurance premiums, reserves and estimated costs; salaries and wages; benefits; fees for services; costs of materials, supplies and fuel; overhead; letter of credit fees; broker-dealer fees; auction agent fees; trustee fees; bond administration expenses; arbitrage rebate calculation and payment requirements and other similar costs; administrative expenses of City relating solely to the Airport, including engineering, architectural, legal, consultants, and accounting fees and expenses; and other reasonable current expenses calculated in accordance with sound accounting principles as provided above. Operating Expenses shall not include depreciation, costs of capital additions, replacements, betterments,

extensions or improvements to the Airport, which under generally accepted accounting principles are chargeable to a capital account or to a reserve for depreciation, charges for the payment of principal and interest on any indebtedness heretofore or hereafter issued for Airport purposes, or any operating expenses of special purpose facilities buildings where the lessees thereof are obligated to pay such operating expenses.

1.49 *Other Available Funds* shall mean amounts (other than Revenues or PFC revenues) made available to pay Debt Service in any period in accordance with the Master Trust Indenture and restrictions contained therein. Other Available Funds includes, but is not limited to, rolling debt service coverage amounts and grant funds used to pay Debt Service.

1.50 *Other Indebtedness* shall mean any debt incurred by City for Airport purposes which is outstanding and not authenticated and delivered under and pursuant to the Master Trust Indenture or any Subordinated Financing Agreement.

1.51 *Passenger Facility Charges* ("PFCs") shall mean the fees authorized by 49 U.S.C. § 40117 and regulated by 14 C.F.R. Part 158 as such statute and regulations currently exist or as they may be amended during the Term of this Agreement.

1.52 *Period of Use* for a Scheduled Operation shall mean the period of time that an Airline is authorized to use a Gate or a Ticket Counter for a scheduled arrival and/or departure pursuant to the Rules and Regulations.

1.53 *Preferential Use of a Gate or Ticket Counter* shall mean scheduling preference, over similar operations by another Scheduled Airline, given to a Signatory Airline for the use of a Gate or Ticket Counter during applicable Periods of Use for its Scheduled Operations.

1.54 *Preferential Use Premises* shall mean those portions of the Terminal and Terminal Aircraft Aprons, as shown in Exhibit A attached hereto, to which Airline shall have priority of use over other Air Transportation Companies, subject to the provisions of Article 7 hereof.

1.55 *Public Space* shall mean all utility rooms, ductways, janitorial rooms and closets, stairways, hallways, elevators, escalators, entrance-ways, public lobbies and areas, public toilet areas and other areas used for the operation, maintenance or security of the Terminal, even if used solely by City, as shown on Exhibit A attached hereto.

1.56 *Rentable Terminal Space* shall mean the number of square feet of space in the Terminal that is rentable to tenants, including office and administrative space used by the City.

1.57 *Renewal and Replacement Costs* shall mean the costs for the renewal and replacement of existing facilities at the Airport in accordance with the Master Trust Indenture.

1.58 *Requesting Airline* shall mean a Scheduled Airline without adequate Gate or Ticket Counter access desirous of operating from the Airport.

1.59 *Revenue Landing* shall mean a landing of any aircraft by Airline at the Airport for which Airline receives Revenue.

1.60 *Revenues* shall mean income, revenues, receipts and moneys accrued by City in accordance with generally accepted accounting principles, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof or the leasing or use thereof, but excluding:

1.60.1 any money received by or for the account of City from the levy or collection of taxes;

1.60.2 moneys received from the State of Utah or the United States of America to the extent required to be deposited in restricted funds and used for purposes inconsistent with their use as General Airport Revenues under the terms of the Master Trust Indenture;

1.60.3 lease deposits and security deposits;

1.60.4 moneys required to be paid to the State of Utah or the United States of America pursuant to agreements with City;

1.60.5 moneys received from insurance proceeds or settlements or the sale of or upon the taking by or under the threat of eminent domain of all or any part of the Airport, including easement interests;

1.60.6 proceeds from Bonds or Subordinated Indebtedness issued by City or proceeds from loans, indebtedness or other obligations entered into by City;

1.60.7 moneys or securities received by City as gifts or grants, to the extent the use of such moneys or securities is restricted by the donor or grantor to purposes inconsistent with their use as General Airport Revenues under the terms of the Master Trust Indenture;

1.60.8 CFC revenues;

1.60.9 PFC revenues; and

1.60.10 any revenues from special purpose facilities that are pledged for the payment of debt service on special facility bonds.

1.61 *Rules and Regulations* shall mean Airport's Rules and Regulations governing the conduct of operations at the Airport as such Rules and Regulations currently exist or as they may be amended or supplemented during the Term of this Agreement as provided in Section 18.07.

1.62 *Scheduled Airline* shall mean an Air Transportation Company performing Scheduled Operations at the Airport.

1.63 *Scheduled Operation* shall mean a Scheduled Airline's operation (arrival or departure) that occurs pursuant to a schedule that is published in the Official Airline Guide

("OAG") or any successor publication so long as such schedule is made available to City at least forty-five (45) days prior to the commencement or rescheduling of the operation.

1.64 *Shared Use Equipment* shall mean equipment that is utilized on a shared basis for passenger processing.

1.65 *Signatory Airline* shall mean an Air Transportation Company that (a) signs an agreement with City substantially similar to this Agreement, (b) provides passenger service, and (c) satisfies the Balanced Facility Requirement. If, subsequent to the qualification of an Air Transportation Company as a Signatory Airline, the Air Transportation Company fails to satisfy the criteria set forth above for a period of sixty (60) days after notification from the City of such failure, this Agreement shall automatically terminate and City and Airline shall promptly execute an Operating Agreement.

1.66 *Skycap Positions* shall mean areas designated by the Airport on the Terminal departure curb or as otherwise located for the passenger and baggage check-in process.

1.67 *Space Change Summary Notice* means a notice in the form of Exhibit C. Each Space Change Summary Notice shall be deemed to form a part of this Agreement when executed by the parties and shall not require a formal amendment to this Agreement.

1.68 *Subordinated Financing Agreement* shall mean a bond resolution, trust agreement, indenture or other financing agreement providing for or authorizing the issuance by City of Subordinated Indebtedness, including an agreement related to the security or credit enhancement for the Subordinated Indebtedness, as each may be supplemented or amended from time to time.

1.69 *Subordinated Indebtedness* shall mean any bonds or other financing instrument or obligation subordinate to the Bonds issued pursuant to any Subordinated Financing Agreement.

1.70 *Term* shall mean the period of time during which Airline's activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date as set forth in Article 2 hereof and, except as otherwise set forth herein, terminate on the termination date set forth in Article 3.

1.71 *Terminal Aircraft Aprons* shall mean those areas of the Airport that are primarily designated for the parking of passenger aircraft and support vehicles and the loading and unloading of passenger aircraft, which areas are shown on Exhibit A attached hereto.

1.72 *Terminal* shall mean the passenger terminal buildings and the Terminal Aircraft Aprons as displayed in Exhibit A attached hereto.

1.73 *Terminal Cost and Revenue Center* shall include the allocated share of Debt Service; direct, indirect and general administrative Operating Expenses; Renewal and Replacement Costs; reserve deposits; and all Revenues attributable to the Terminal.

1.74 *Terminal Rents* shall mean the rents effective July 1<sup>st</sup> of each Fiscal Year as determined according to the methods set forth in Section 8.03 hereof.

1.75 *Terminal Revenue Requirement* shall mean the amount that includes all direct and indirect costs less certain Revenues as defined in and in accordance with Section 8.03.1.

1.76 *Ticket Counter* shall mean those areas made available by the Airport for ticketing passengers and receiving baggage. Each Ticket Counter shall include the area fifteen (15) feet in front of each counter for the counter's entire width to accommodate passenger queues.

1.77 *TSA* shall mean the Transportation Security Administration.

1.78 *Turn* shall mean the arrival and subsequent departure of an aircraft at a Gate at the Airport for any reason, including any tow to or from a Gate.

Additional words and phrases used in this Agreement but not defined herein shall have the meanings set forth in the Master Trust Indenture or, if not so set forth, shall have their usual and customary meanings.

## **Article 2 Effective Date**

2.01 *Effective Date.* This Agreement, along with the determinations of rentals, fees, and charges set forth herein, shall be effective on the later of July 1, 2010 or such date as Airline delivers a duly executed copy of this Agreement to SLCDA (the "Effective Date").

2.02 *Cancellation of Prior Agreements.* At the Effective Date, the Airline Use Agreement between Airline and City dated July 1, 2008, as amended, shall terminate.

## **Article 3 Term**

3.01 *Termination Date.* This Agreement shall commence on the Effective Date and shall terminate at midnight on June 30, 2013 unless canceled sooner as provided herein.

3.02 *Extension.* The Term of this Agreement may be extended for a renewal period of one year from July 1, 2013 to June 30, 2014 by the mutual written agreement of Airline and City.

## **Article 4 Premises**

4.01 *Airline Premises.* City does hereby lease and demise to Airline and Airline does hereby lease and accept from City the Exclusive Use Premises, Preferential Use Premises, Joint Use Premises and Common Use Premises designated in Exhibit A as well as certain baggage claim and baggage make-up areas used jointly with other Air Transportation Companies on an "as is" basis with all faults. Except as specifically provided otherwise herein, the City does not warrant or represent that the Airline Premises are suitable for the uses contemplated in this Agreement.

4.02 *Terminal Equipment.* Terminal equipment owned or acquired by City for use by Airline shall remain the property and under the control of City.

4.03 *Employee Parking.* City will make reasonable efforts to make available area(s) at the Airport for vehicular parking for Airline's personnel employed at the Airport; provided, however, such area(s) shall not be used for: (a) vehicle parking or storage for any period other than such personnel's performance of employment for Airline at the Airport, or (b) parking or storage of trailers, recreational vehicles (RVs) or other oversized vehicles at any time. Usage of any parking area(s) made available by City at the Airport is subject to Article 5, Article 8 and the Rules and Regulations.

4.04 *Federal Inspection Services ("FIS") Facilities.* City shall designate areas in the Terminal, or elsewhere on the Airport, to be used by agencies of the United States for the inspection of international passengers and their baggage and for the exercise of the responsibilities of said agencies with respect to the movement of persons, property, and cargo to and from the United States.

4.05 *Transfer of Operations.*

4.05.1 From time to time during the term of this Agreement, part or all of the Airline Premises may be required (1) for implementation of improvements at the Airport; (2) for accommodation of the traveling public; or (3) in order to maximize the use of the Terminal and related facilities by Air Transportation Companies (including Airline) and other tenants, lessees, permittees, and users thereof. In said event, City shall provide thirty (30) days advance written notice of the Executive Director's decision regarding such reallocation and of the schedule for implementation of such reallocation. Executive Director and Airline may agree to reasonable extensions of time necessary to accommodate said reallocation. Airline hereby agrees to comply with any reallocation requirements. In any such reallocation, the actual, reasonable requirements of Airline for terminal space to accommodate its operations at the Airport shall be given consideration, and City shall use reasonable efforts to satisfy those requirements. All moving costs resulting from relocation of Airline in a City-imposed reallocation of space shall be funded by City, subject to rate recovery under Article 8; provided, however, that Airline shall not be entitled to reimbursement for reallocation of or within Common Use Premises. With respect to any Airline trade fixture and other movable property, if removal from the existing premises and reinstallation at Airline's new premises is possible and not unreasonable, Airline shall not be entitled to a new fixture or to new property. If the Airline Premises is reduced as a result of a reallocation by City, Airline's rent shall be decreased on a per square foot basis. Notwithstanding anything set forth herein to the contrary, if the Airline Premises is enlarged as a result of a reallocation by City, Airline shall not be required to pay rent for any additional square footage in the Airline Premises.

4.05.2 If during the term of this Agreement Airline requires a reallocation of part or all of the Airline Premises to facilitate its operations at the Airport, Airline may request such a reallocation by submitting a written request to the Executive Director, and the Executive Director may approve or deny any such request in the Executive Director's sole discretion. Any such request for

reallocation may not include a request for a reduction in the size of the Airline Premises. All costs associated with any reallocation requested by an Airline, including without limitation the costs of the City, shall be funded by Airline, and Airline shall pay Common Use Gate charges for any additional (rather than replacement) Preferential or Common Use Gates that it receives as a result of any such reallocation.

4.05.3 Changes or modifications to the Airline Premises as provided in this Section 4.05 may be memorialized by the Executive Director's issuance of a Space Change Summary Notice and shall not require or constitute a formal amendment to this Agreement.

4.05.4 If the number of Preferential Use Gates that are part of the Airline Premises is reduced during the Term of this Agreement as provided in this Article 4, City may, upon thirty (30) days written notice to Airline, terminate Airline's right to use those portions of the Exclusive Use Premises that are no longer proximate to Airline's Preferential Use Gates or that are no longer necessary, in the Executive Director's reasonable discretion, to support Airline's operations at Airline's remaining Preferential Use Gates. In such a situation, the Space Change Summary Notice that is issued by the Executive Director shall document the termination of any portion of Airline's Exclusive Use Premises under this section. Airline's surrender of any such Exclusive Use Premises shall be subject to the terms of Article 15 of this Agreement.

#### 4.06 *Condemnation.*

4.06.1 In the event that all or a substantial part of the Airline Premises shall be taken by governmental authority through the exercise of the power of eminent domain or other authority justifying such taking, this Agreement shall terminate, the rents, fees and charges in respect to the Airline Premises shall cease as of the date possession is taken by the taking authority, and City shall be entitled to all damages payable by reason of the taking, subject to the claims of Airline for the value of its leasehold, which claims as to validity and amount shall be a matter for determination between Airline and City. If Airline and City cannot reach a determination, then the court having jurisdiction over such proceeding shall be entitled to make the determination, provided that nothing herein contained shall preclude Airline from asserting any claims or rights it may have against such governmental authority as to its separate property, leasehold improvements and trade fixtures.

4.06.2 In the event that a portion of the Airline Premises, but not a substantial part of the Airline Premises, shall be taken by governmental authority through the exercise of the power of eminent domain or other authority justifying such taking, there shall be an equitable and proportional abatement or reduction in the rents payable by Airline hereunder based on the degree to which the portion of the Airline Premises that is taken is related to the total Airline

Premises. The City shall promptly expend so much as may be necessary to repair or restore the Airline Premises to a condition that is reasonably suitable to the uses of Airline permitted hereunder, with such changes, alterations, and modifications (including the substitution and addition of other property) as may be agreed upon by City and Airline, and there shall be applied for such purpose so much as may be necessary of any net proceeds received by City because of any such taking, after payment of any expenses of obtaining or recovering such net proceeds, as well as any moneys which City determines to make available from the sale of Bonds or Subordinated Indebtedness. In the event that such net proceeds are insufficient to pay in full the costs of such repair or restoration, City will endeavor to arrange financing through the issuance of Bonds, Subordinated Indebtedness or other means and complete such repair or restoration. In no event shall City have any obligations to make any repairs or restorations under this Section 4.06.2 if prevented from doing so by reason of any cause beyond its reasonable control, including requirements of any applicable laws, codes, ordinances, permit conditions, rules or regulations. Further, City shall not be obligated to make any repairs or restorations to any portions of the Airline Premises that are constructed or installed by or for some party other than City or are not the property of City.

#### **Article 5 Grant of Rights to Use Airport**

5.01 *Airline Rights and Privileges.* In addition to all rights granted elsewhere in this Agreement, Airline shall have the right to use, in common with others so authorized by City, areas (other than areas leased preferentially or exclusively to others), facilities, equipment, and improvements at the Airport for the operation of Airline's Air Transportation Business and all activities reasonably necessary for such operations, including but not limited to:

5.01.1 The landing, taking off, flying over, taxiing, towing, and conditioning of Airline's aircraft and, in areas designated by City, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of Airline's aircraft and support equipment subject to the availability of space and subject to such reasonable charges and regulations as City may establish; provided, however, Airline shall not permit the use of the Airfield by any aircraft operated or controlled by Airline which exceeds the design strength or capability of the Airfield as described in the then-current FAA-approved Airport Layout Plan ("ALP") or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

5.01.2 The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, cargo, and express services, and reasonable and customary airline activities.

5.01.3 The training of personnel in the employ of or to be employed by Airline and the testing of aircraft and other equipment being utilized at the Airport in the operation of Airline's Air Transportation Business; provided,



however, said training and testing shall be incidental to the use of the Airport in the operation by Airline of its Air Transportation Business and shall not hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. City reserves the right to restrict or prohibit such training and testing operations which it deems to interfere with the use of the Airport, including excessive noise as reasonably determined by City.

5.01.4 The sale, disposition, or exchange of Airline's aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, or other similar equipment or supplies; provided, however, Airline shall not sell or permit to be sold aviation fuels or propellants except (i) to such Air Transportation Company which is a successor company to Airline, (ii) for use in aircraft of others which are being used solely in the operation of Airline's Air Transportation Business, including, but not limited to, Airline's Affiliate(s), or (iii) when a comparable grade and type of fuel desired by others is not available at the Airport except from Airline.

5.01.5 The purchase at the Airport or elsewhere of fuels, lubricants, and any other supplies and services from any person or company, subject to City's right to require that each provider of services and/or supplies to Airline secures a permit from City to conduct such activity at the Airport, pays required fees, and abides by all reasonable rules and regulations established by City. No discriminatory limitations or restrictions shall be imposed by City that interfere with such purchases; provided, however, nothing herein shall be construed to permit Airline to store aviation fuels at the Airport. This Agreement grants no right to store aviation fuels; the granting of any right to store aviation fuels shall be subject to the execution of a separate agreement between Airline and City.

5.01.6 The servicing by Airline or its suppliers of aircraft and other equipment being utilized at the Airport by Airline or its Affiliates on the Terminal Aircraft Aprons or such other locations as may be designated by the Executive Director.

5.01.7 The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by City at Terminal Aircraft Aprons or such other locations as may be designated by the Executive Director; provided Airline shall not use Terminal Aircraft Aprons immediately adjacent to the passenger Terminal to load or unload all-cargo aircraft unless otherwise authorized in writing by the Executive Director and provided further that Air Transportation Companies and third parties will be entitled to ingress and egress over the Terminal Aircraft Aprons from time to time, as provided in the Rules and Regulations, for access to adjacent space, including without limitation office space, in the Terminal.

5.01.8 The storage of ground support equipment in designated GSE Storage Areas; provided that Airline shall promptly dispose of or remove damaged and inoperative ground support equipment from the Airport. If Airline fails

to remove damaged and inoperative ground support equipment within thirty (30) days after receiving written notice requesting removal from City and City exercises its right to remove such equipment as provided in Section 13.03.3 hereof, any equipment that is so removed shall, at City's option, be stored by City at Airline's expense.

5.01.9 The provision, either alone or in conjunction with other Air Transportation Companies or through a nominee, of porter/skycap service for the convenience of the public, at no cost to City. Notwithstanding anything set forth herein, Airline and Airline's agents, contractors, employees and service providers shall not be entitled to use electric carts to transport passengers in the Terminal.

5.01.10 The installation, maintenance, and operation, at no cost to City, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment and facilities on Airline's Exclusive Use or Preferential Use Premises as may be necessary or convenient for the operation of its Air Transportation Business; provided, however, that except for equipment and facilities already in place with the prior written approval of the Executive Director, installations shall be subject to such prior written approval. Prior to any written approval, Airline shall provide the Executive Director with all necessary supporting documentation related to such installations. Notwithstanding anything set forth herein to the contrary, the Executive Director may at any time during the Term hereof require Airline to utilize the City's data communications system at the Airport to link Airline's separate operating locations within the Airport.

5.01.11 Such rights of way as may reasonably be required by Airline for communications, computer equipment, teletype, telephone, interphone, conveyor systems and power, and other transmission lines in areas preferentially-leased by Airline, subject to the prior written approval of the Executive Director and the availability of space and/or ground areas as determined by the Executive Director. City reserves the right to require the execution of a separate agreement between City and Airline for the lease and use of such space and/or ground area outside Terminal areas or to provide such service directly to Airline.

5.01.12 The installation of personal property, including furniture, furnishings, supplies, machinery, and equipment, in Airline's Exclusive Use Premises as Airline may deem necessary, useful or prudent for the operation of its Air Transportation Business (the installation of such personal property in Airline's Preferential Use Premises shall be permitted only as provided in the Rules and Regulations and the Airport's Tenant Improvement Guidelines). Title to any such personal property (including removable trade fixtures but excluding other fixtures and improvements to the Terminal) shall remain with Airline, subject to the provisions of this Agreement.

5.01.13 The construction of modifications, finishes, and improvements in Airline's Exclusive Use and Preferential Use Premises as Airline may deem necessary or prudent for the operation of its Air Transportation Business, subject to the provisions of Section 10.05 and the Airport's Tenant Improvement Guidelines.

5.01.14 Airline shall have the right to ingress to and egress from the Airport and Airline Premises for Airline's officers, employees, agents, and invitees, including passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property. Such right shall be subject to 49 C.F.R. Part 1542, applicable laws, and City's right in accordance with its applicable law to establish reasonable and nondiscriminatory Rules and Regulations governing (i) access by the general public, including Airline's passengers, and (ii) access to non-public areas at the Airport by Airline's employees, suppliers of materials, and furnishers of services; provided, however, any such Rules and Regulations of City shall not unreasonably interfere with the operation of Airline's Air Transportation Business. City may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any roadway or access to the Airport, so long as a means of ingress and egress reasonably equivalent is concurrently made available to Airline. Notwithstanding the foregoing, as part of the obligations of Airline set forth in Article 12, Airline hereby releases and discharges City from any and all claims, demands, or causes of action which Airline may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

5.01.15 Subject to any applicable Rules and Regulations, nothing in this paragraph shall prohibit Airline from (i) providing food and beverages, at Airline's sole cost and expense, in its non-public Exclusive Use Premises solely for Airline's employees, (ii) installing or maintaining vending machines or ATMs in Airline's non-public Exclusive Use Premises solely for Airline's employees, the type, kind, and locations of which shall be subject to the approval of the Executive Director, (iii) providing under a separate agreement with City for its own flight kitchen for catering services to its passengers and crews for consumption aboard aircraft, (iv) installing or maintaining ATMs in a "VIP room" or similar private club at the Airport, the type, kind, and locations of which shall be subject to the approval of the Executive Director, or (v) providing food and beverages in a "VIP room" or similar private club at the Airport, provided, however, that if Airline sells food or beverages at the Airport, Airline shall (a) purchase all alcoholic beverages or other beverages and any related food service items from an Airport concessionaire or (b) pay a concession fee related to the sale of all alcoholic beverages or other beverages and any related food service items so sold (such concession fee shall be equal to the concession fee(s) for related items in the other areas of the Terminal).

5.01.16 Subject to the prior written approval of the Executive Director as to compliance with the décor and signing scheme for the Terminal, Airline

shall have the right to install such identifying signs in Preferential or Exclusive Use Premises as it may deem necessary for the operation of Airline's Air Transportation Business. No advertising or promotional signs or posters that are visible to persons in any Public Space in the Terminal or at the Airport shall be installed or placed by Airline except with the prior written approval of the City.

5.01.17 The rights and privileges granted to Airline pursuant to this Article 5 may be exercised on behalf of Airline by other Signatory Airlines or contractors authorized by City to provide such services at the Airport, subject to the prior written approval of City and further subject to all laws, rules, regulations, fees and charges and the terms hereof as may be applicable to the activities undertaken.

5.01.18 Airline may exercise on behalf of any other Air Transportation Company having an operating agreement or permit with City any of the rights granted to Airline herein, so long as Airline is concurrently exercising those same rights in the operation of Airline's own Air Transportation Business at the Airport, subject to the provisions hereof.

5.01.19 Airline may only enter into agreements providing for pay telephones or internet or wireless access for the public in its airline clubs and VIP rooms. The provision of any wireless access shall be preapproved by the Executive Director in accordance with the Rules and Regulations and shall not have any adverse impact on the operation of wireless access provided by the City or any systems for communications or the transmission of intelligence at the Airport. Airline shall not enter into any agreements providing for pay telephones or wireless or internet access for the public anywhere else within the Airport; provided, however, that nothing in this Agreement shall prevent Airline from providing wireless or internet access aboard Airline's aircraft.

5.02 *Exclusions and Reservations.*

5.02.1 Nothing in this Article 5 shall be construed as authorizing Airline to conduct any business separate and apart from the conduct of its Air Transportation Business.

5.02.2 Airline shall not knowingly interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at the Airport.

5.02.3 Airline shall not engage in any activity prohibited by City's approved FAR Part 150 Noise Compatibility Study and Preferential Runway Use Program as amended or supplemented from time to time in accordance with applicable law.

5.02.4 As soon as possible after release from proper authorities, Airline shall remove any of its disabled aircraft from the Airfield or Terminal Aircraft Aprons, shall place any such disabled aircraft only in such storage areas as may be reasonably designated by the Executive Director, and shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by City. In the event Airline shall fail to remove any of its disabled aircraft as expeditiously as possible, City may, but shall not be obligated to, cause the removal of such disabled aircraft. Airline shall pay to City, upon receipt of an invoice, the costs incurred for such removal plus fifteen percent (15%). Nonpayment of such invoice shall be deemed a default of this Agreement pursuant to Article 13.

5.02.5 Airline shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If Airline shall do or permit to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, which act or failure, in and of itself, causes an increase in City's insurance premiums, Airline shall immediately remedy such actions and/or pay the increase in premiums, upon notice from City to do so.

5.02.6 Airline shall not maintain or operate in the Terminal or elsewhere at the Airport for the purpose of selling retail items, food and beverages to the public or to Airline's employees and passengers a retail establishment or a cafeteria, restaurant, bar or cocktail lounge, except as may be permitted under Section 5.01.15 above.

5.02.7 City may, at its sole option, install or cause to be installed advertising and revenue generating devices, including vending machines, in Common Use and Preferential Use Premises; provided, however, that to the extent permitted by law City shall not install or cause to be installed advertising for Airline's direct competitors in Airline's Preferential Use Premises. Airline shall purchase all advertising for any product or service other than air service arriving at or departing from the Airport from the Airport's advertising concessionaire. City may, at its sole option, install pay telephones or internet access in any part of the Terminal excluding airline clubs and VIP rooms. City shall be entitled to reasonable access upon Airline Premises to install or service such telephones, internet access and devices. Income generated by such telephones, internet access and devices shall be accounted for in the same manner as other non-airline Revenues of the Airport.

5.02.8 Airline shall not dispose of nor permit any other person to dispose of any waste material into the sanitary or storm sewers at the Airport or elsewhere, whether liquid or solid, unless such waste materials or products are first

properly treated or otherwise disposed of in compliance with applicable Environmental Laws. Nothing herein shall prohibit Airline from disposing of human waste taken from its aircraft in proper designated sanitary sewer facilities.

5.02.9 Except as otherwise provided in Section 5.01.15 above, Airline shall not install or operate amusement machines or vending machines.

5.02.10 Airline shall not disturb any asbestos at the Airport without first obtaining all permits and approvals as required by applicable Environmental Laws or by the City. City shall make available to Airline upon request any surveys, reports, plans, or other documentation regarding the presence or management of asbestos in areas of Airline's operations.

5.02.11 Airline shall not stack aircraft beyond the bounds of any leased Terminal Aircraft Apron without the written consent of SLCDA.

5.02.12 The rights and privileges granted Airline pursuant to this Article 5 shall be subject to any and all reasonable and nondiscriminatory Rules and Regulations established by City, as such Rules and Regulations may be amended from time to time in accordance with Section 18.07 and to the provisions of this Agreement. Airline covenants and agrees that it will not violate or permit its agents, contractors or employees to violate any such Rules and Regulations. City may prescribe civil penalties and injunctive remedies for violations of any Rules and Regulations, and the same may be applied to Airline for violations of Airline's agents, contractors or employees.

5.02.13 Notwithstanding anything set forth herein to the contrary, City shall be entitled to reasonable access upon Airline Premises to enforce the terms hereof and to review Airline's operations upon reasonable notice during the Term.

5.02.14 Airline acknowledges and agrees that Shared Use Equipment may be used in all Common Use Premises, except as otherwise provided herein.

5.02.15 Any and all rights and privileges not specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to City.

5.03 *Affiliates.*

5.03.1 For purposes of this Agreement, a Signatory Airline may designate one or more Affiliates.

5.03.2 Airline may designate another Air Transportation Company as an Affiliate by submitting to the City the designation form attached as

Exhibit D with sufficient documentation to demonstrate to the satisfaction of the Executive Director that the conditions for designating the Affiliate have been met. The designation of an Affiliate shall become effective upon receipt by City of the designation in the form of Exhibit D and the Operating Agreement signed by the Affiliate. The designation shall remain in effect for so long as the conditions for designating the Affiliate continue to be met and until Airline withdraws its designation of the Affiliate by submitting to City the withdrawal of designation form attached as Exhibit D. A withdrawal of designation of an Affiliate shall become effective on the last day of the calendar month following at least 15 (fifteen) days from receipt by City of the withdrawal of designation in the form of Exhibit D.

5.03.3 If Airline designates one or more other Air Transportation Companies as its Affiliate, Airline shall either pay directly to City or be the financial guarantor of all rentals and charges due from Airline's Affiliates at the Airport while they are operating as Airline's Affiliates, including without limitation Landing Fees and Terminal Rents, and Airline shall either provide directly to City or ensure that its Affiliates promptly provide to City all information required hereunder with respect to each Affiliate's operations at the Airport on behalf of Airline.

5.03.4 For so long as Airline is a Signatory Airline and the conditions of this Section 5.03 are satisfied, each of Airline's Affiliates shall be treated as if it were Airline for purposes of Article 7, Article 8 and Article 10 of this Agreement, including without limitation such Affiliate (a) shall be charged at the same Landing Fee rates as Airline without payment of any Non-Signatory Airline premiums; (b) shall participate in any year-end or other reconciliation process whereby Signatory Airlines share in excess revenues or true-up of projected against actual costs (the amounts owing to or from such Affiliate in accordance with such reconciliations shall be payable by or to Airline rather than Affiliate if so directed by Airline); and (c) shall not be counted as a separate Air Transportation Company from Airline for purposes of allocating the per capita portion of any "20/80" type cost allocation formula. The passengers of each Affiliate shall be counted as Enplaned Passengers of each related Signatory Airline for purposes of any enplanement-based portion of any "20/80" type cost allocation formula but only when the Affiliate is acting as an Affiliate of a particular Signatory Airline.

5.03.5 If Airline properly designates another Air Transportation Company as its Affiliate and delivers the Operating Agreement signed by such Affiliate by August 31, 2010, and the conditions of Section 5.03.4 are otherwise satisfied, such Affiliate shall be treated as if it were the Airline, as provided in Section 5.03.4, as of the Effective Date of this Agreement. If, however, the designation of such Affiliate or the delivery of its signed Operating Agreement occurs on or after September 1, 2010, such Affiliate shall only be treated as if it were the Airline, as provided in Section

5.03.4, only from and after the designation of the Affiliate and delivery of the Affiliate's signed Operating Agreement.

5.04 *Airline Termination Rights.* Airline shall have the option to terminate this Agreement upon occurrence of any of the following events, such option to be exercised by notice in writing mailed to City while such event continues and not thereafter:

5.04.1 The issuance of any order, rule or regulation by the DOT, the TSA, the FAA, its or their successor federal agencies, or other competent governmental authority, state or federal, or the issuance by any court of competent jurisdiction of an injunction, materially and substantially restricting for a period of at least ninety (90) days the use of the Airport for scheduled air transportation; provided that none of the foregoing has been initiated, caused or contributed to by Airline.

5.04.2 The suspension or revocation of the operating certificate for the Airport that continues for a period of at least ninety (90) days.

5.04.3 The material and substantial restriction of City's operation of the Airport by action of the United States Government or any authorized agency thereof under its wartime or emergency powers and the continuance thereof for a period of not less than ninety (90) days.

## **Article 6 Operation And Maintenance Of The Airport**

6.01 *Designation of Operation and Maintenance Responsibilities.* In addition to the obligations of Airline and City set forth in this Article 6, responsibilities for maintenance, cleaning, and operation of the Airport shall be as set forth in Exhibit E, attached hereto and made a part hereof.

6.02 *City Obligations.*

6.02.1 City shall, with reasonable diligence, prudently develop, improve, and at all times maintain and operate the Airport in a manner consistent with airports of similar size with qualified personnel and keep the Airport in an orderly, clean, neat and sanitary condition and good repair, unless such maintenance, operation, or repair shall be Airline's obligation pursuant to Section 6.03 and the Maintenance Matrix attached as Exhibit E hereto.

6.02.2 City shall, to the extent it is legally able so to do, use reasonable efforts to keep the Airport and its aerial approaches free from ground obstruction for the safe and proper use thereof by Airline.

6.02.3 City shall provide facilities for and the delivery of heating and air conditioning to those areas of the Terminal presently having facilities for the same and to such additional areas as may be agreed upon by the parties from time to time and permitted by appropriate authority. City shall also



provide electricity for illumination and shall replace lamps where appropriate in the Airport other than in the Exclusive Use Premises, which shall be the responsibility of Airline. Finally, City shall provide water and sanitary sewer connections to those areas of the Terminal presently having facilities for the same and to such additional areas as may be agreed upon by the parties from time to time. Water and sanitary sewer connections are for normal domestic usage. In the event Airline requires water for commercial or maintenance purposes, the same may be furnished to and paid for by Airline as mutually agreed upon by Airline and City. Responsibility for specific maintenance and operating expenses will be managed in accordance with specifications detailed at Exhibit E.

6.02.4 Notwithstanding the foregoing, as part of the obligations of Airline set forth in Article 12, Airline hereby releases and discharges City from any and all claims, demands, or causes of action which Airline may now or at any time hereafter have arising or alleged to arise out of City's failure to furnish all or any of such services to be provided in accordance with this Section 6.02 and Exhibit E.

6.02.5 City shall maintain (i) loading bridges owned by City; (ii) preconditioned air systems owned by City; (iii) associated 400 Hertz units owned by City; (iv) baggage conveyors owned by City; (v) potable water units associated with all loading bridges; and (v) other systems that may be acquired by City in the future.

6.02.6 City shall, in the operation of the Airport, comply with all applicable local, state and federal laws, rules and regulations.

6.02.7 City shall use reasonable efforts to manage and control the growth of operation and maintenance expenses for the Airport.

6.03 *Airline Obligations.*

6.03.1 Notwithstanding anything set forth herein to the contrary, Airline shall keep its Exclusive Use Premises in an orderly, clean, neat and sanitary condition and shall be responsible for the repair and maintenance thereof.

6.03.2 In addition, Airline shall keep all of its Airline Premises free of debris and in an orderly condition; provided, however, this requirement shall not be construed to mean Airline shall have those janitorial or other responsibilities designated to be those of City pursuant to Section 6.02 above and Exhibit E.

6.03.3 Airline shall keep, at its own expense, the Terminal Aircraft Aprons and Cargo Aircraft Aprons free of fuel, oil, debris and other foreign objects during Airline's use thereof.

6.03.4 Notwithstanding anything set forth herein to the contrary, Airline shall operate and maintain, at its own expense, any improvements and/or equipment installed by Airline or City for the exclusive use of Airline, except as the City otherwise agrees.

6.03.5 If Airline fails to perform its material obligations hereunder, City shall have the right to perform such activities and to enter the Airline Premises as required to do so; provided, however, other than in a case of emergency, City shall give Airline reasonable advance written notice of non-compliance, not to exceed ten (10) days, prior to the exercise of this right. If such right is exercised, Airline shall pay City, upon receipt of invoice, the cost of such services plus fifteen percent (15%). Nonpayment of such invoice shall be deemed a default of this Agreement, pursuant to Article 13.

6.03.6 Airline shall keep its flight information on the multi-user flight information display system ("MUFIDS") at the Airport current in the manner that best suits Airline's operations. At the request of Airline, City shall provide a computer connection to Airline so that Airline can access and update this system.

6.03.7 Airline shall provide written notice to SLCDA of any service providers, agents or contractors who will be providing services to Airline at the Airport. All such service providers, agents or contractors must comply with the Rules and Regulations, and Airline shall ensure that its service providers, agents or contractors obtain a permit from SLCDA before providing any services to Airline at the Airport.

#### **Article 7 Assignment And Use Of Gates, Ticket Counters And Other Areas**

7.01 *No Exclusive Use Gates or Ticket Counters.* All Gates and Ticket Counters within the Terminal will be for either Common Use or Preferential Use in accordance with the terms of this Article. The allocation of Common Use Gates, Preferential Use Gates, Common Use Ticket Counters and Preferential Use Ticket Counters for the Term of this Agreement is shown on Exhibit A attached hereto. Airline's use of all Gates and Ticket Counters shall at all times be subject to the Rules and Regulations, which may be amended from time to time in accordance with Section 18.07 after consultation with the Signatory Airlines.

7.02 *City Scheduling Rights at Preferential Use Gates and Ticket Counters.* The City shall have the right, upon reasonable notice to Airline, to schedule at a Preferential Use Gate or Ticket Counter arrivals and departures by a Requesting Airline at all periods of time other than Airline's Periods of Use of that Preferential Use Gate or Ticket Counter. In accommodating City in its right to schedule such operations, Airline shall allow and provide for use of its facilities or equipment, not including ground service equipment or other proprietary equipment, at the Preferential Use Gate or Ticket Counter or permit use of City equipment and podiums as may be required for the efficient use of the Preferential Use Gate or Ticket Counter by a Requesting Airline. The City shall consider the availability of Common Use Gates and Ticket Counters before

scheduling Requesting Airline arrivals and departures at any Preferential Use Gates and Ticket Counters. Notwithstanding the foregoing and any other provision of this Article 7, City shall have the right, upon reasonable notice to Airline, to accommodate at a Preferential Use Gate or Ticket Counter arrivals and departures by a Requesting Airline if Airline is not utilizing the Preferential Use Gate or Ticket Counter during the Period of Use for a Scheduled Operation. If an arrival or departure of Airline that would have utilized one of Airline's Preferential Use Gates or Ticket Counters is early or late and Airline is prevented from utilizing any of its Preferential Use Gates or Ticket Counters because they are already being utilized by Requesting Airlines, City shall, whenever possible, accommodate Airline's arrival or departure on a Common Use Gate or Ticket Counter at no additional charge to Airline.

7.03 *Accommodation Charges for Preferential Use Gates and Ticket Counters.* Any Requesting Airline that is accommodated at any of Airline's Preferential Use Gates or Ticket Counters shall be required to pay City the same charges for use of the Gate or Ticket Counter that it would have been required to pay for use of a Common Use Gate or Ticket Counter. The City shall provide a credit to Airline for the full amount of any such Gate-use or Ticket Counter-use payments the City receives from Requesting Airlines that are accommodated at any of Airline's Preferential Use Gates or Ticket Counters. As a condition of accommodation on any of Airline's Preferential Use Gates or Ticket Counters, the Requesting Airline shall pay all reasonable towing, Remain Overnight (RON) fees and other charges related to the accommodations that are assessed by Airline.

7.04 *Gate and Ticket Counter Accommodation Conditions.* As a condition of accommodation on any of Airline's Preferential Use Gates and Ticket Counters, the Requesting Airline shall have executed an agreement that is substantially in the form of this Agreement or an Operating Agreement, as applicable, through which the Requesting Airline is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth herein. These insurance and indemnification obligations shall inure to the benefit of the Airline as a third-party beneficiary for any period of accommodation, and Airline shall not be required to accommodate a Requesting Airline at its Preferential Use Gates or Ticket Counters if the Requesting Airline's insurance and indemnification obligations are not satisfied.

7.05 *City's Control of Common Use Gates and Ticket Counters.* The City shall retain exclusive control of the use of all Common Use Gates and Ticket Counters.

7.06 *Accommodation Charges for Common Use Gates and Ticket Counters.* A Requesting Airline that is accommodated at a Common Use Gate or Ticket Counter will be charged on a per-use basis in accordance with Article 8 and Exhibit B. These charges may be adjusted by the City annually at its sole discretion. Rates established for Common Use Gate charges and Common Use Ticket Counter charges are not subject to any subsequent Adjustment-to-Actual.

7.07 *Shared Use Gate Equipment.* The City reserves the right to install Shared Use Equipment for passenger processing at all Common Use and Preferential Use Gates. Notwithstanding the foregoing, City will not install Shared Use Equipment at the counter at any of Airline's Preferential Use Gates where Airline objects, in writing, no later than thirty (30) days after receiving City's notice of intent to install Shared Use Equipment; provided, however, that if

Airline fails to object, City may proceed with the installation. Notwithstanding the foregoing, if Airline objects to the installation of Shared Use Equipment at the counter at any of Airline's Preferential Use Gates, City shall be entitled to install Shared Use Equipment, including an adequate computer connection, at a roll-away counter that may be used at Airline's Preferential Use Gates so that any Preferential Use Gate may be used by any Air Transportation Company at the Airport.

7.08 *GSE Storage Areas.* Each Fiscal Year during the Term hereof the Executive Director shall assign GSE Storage Areas to each Signatory Airline as provided in the Rules and Regulations.

7.09 *Skycap Positions.* Each Fiscal Year during the Term hereof the Executive Director shall assign Skycap Positions to each Signatory Airline in the Executive Director's discretion.

7.10 *Self-Service Devices.* Airline may only install proprietary Self-Service Devices for passenger processing at the Airport with the Executive Director's approval.

#### **Article 8 Rates And Charges**

8.01 *Rate-Setting Methods.* The Landing Fees and Terminal Rents to be charged by City and paid by Airline and by all other Signatory Airlines for use of the Airport from the Effective Date until the expiration or earlier termination of this Agreement shall be calculated using the rate-setting methods set forth in this article. Exhibit B attached to and incorporated in this Agreement for illustrative purposes is a three-year model of rates and charges with an actual calculation of rates and charges for Fiscal Year 2011 using the methods set forth in this article based upon currently available budget and forecast levels of Airport activity for the year. This model has been prepared in good faith, but it shall not be binding on City. In its discretion, City may make changes to the model that are consistent with the provisions of this Agreement during the Term.

8.02 *Landing Fee.* The Landing Fee effective July 1<sup>st</sup> of each Fiscal Year shall be determined according to the method set forth in this article.

8.02.1 *Airfield Revenue Requirement.* The City will calculate the Airfield Revenue Requirement by computing the sum of the following budgetary items for each Fiscal Year:

(a) Debt Service allocable to Airfield capital projects funded from Bonds or Subordinated Indebtedness; *plus*

(b) the Coverage Amount applicable to the Debt Service amount calculated pursuant to subsection (a) above; *plus*

(c) Amortization allocable to Airfield capital projects funded from Net Remaining Revenues, based on the economic life of each such capital project using the half year convention and including a return on the unamortized portion of each such project calculated using an interest rate set to equal the average all-in cost of Bonds sold by the City during the Fiscal Year when such project is put in service or, if no Bonds were sold, set to equal

comparable average borrowing costs published in the Municipal Bond Index on June 30<sup>th</sup> of each year; *plus*

(d) the annual Operating Expenses allocable to the Airfield, excluding costs billed directly to and paid by the Air Transportation Companies; *plus*

(e) an amount equal to (i) the total deposits needed to replenish the Debt Service Reserve Fund to required levels times (ii) a fraction, the numerator of which is the total amount of Net Bond Proceeds allocable to the Airfield and the denominator of which is the total amount of Net Bond Proceeds; *plus*

(f) any amounts necessary to fully fund the Renewal and Replacement Reserve Fund allocable to the Airfield and the Operation and Maintenance Reserve Fund allocable to the Airfield as provided in Section 8.10 hereof; *minus*

(g) Revenues other than Landing Fees charged to Air Transportation Companies that are accrued by City for the use of the Airfield; *plus or minus*

(h) the Adjustment-to-Actual allocable to the Airfield as calculated under Section 8.06.

8.02.2 *Estimated Landed Weight.* By January 1<sup>st</sup> of each Fiscal Year, Airline will provide estimates of the forecast aggregate Maximum Gross Landed Weight for all aircraft greater than 12,500 pounds carrying passengers or cargo in commercial service that are expected to land at the Airport during the next Fiscal Year. SLCDA will provide prior notice to Airline each year during the Term requesting such estimates; provided, however, that SLCDA's failure to provide such notice shall not relieve Airline of its obligations under this Section 8.02.2.

8.02.3 *Calculation of Landing Fee.* The City will calculate the Landing Fee by dividing the Airfield Revenue Requirement by the estimated landed weight, yielding a Landing Fee to be expressed in dollars and cents per one thousand pounds in landed weight. Landing Fees will be levied upon Airline based upon the aggregate Maximum Gross Landed Weight of all Chargeable Landings for aircraft operated by Airline that land at the Airport during the year.

8.03 *Terminal Rents.* The Terminal Rents effective July 1<sup>st</sup> of each Fiscal Year shall be determined according to the method set forth in this article.

8.03.1 *Terminal Revenue Requirement.* The City will calculate the aggregate Terminal Revenue Requirement by computing the sum of the following budgetary items for each Fiscal Year:

(a) Debt Service allocable to Terminal capital projects funded from Bonds or Subordinated Indebtedness; *plus*

(b) the Coverage Amount applicable to the Debt Service amount calculated pursuant to subsection (a) above; *plus*

(c) Amortization allocable to Terminal capital projects funded from Net Remaining Revenues, based on the economic life of each such capital project using the half year convention and including a return on the unamortized portion of each such project calculated using an interest rate set to equal the average all-in cost of Bonds sold by the City during the Fiscal Year when such project is put in service or, if no Bonds were sold, set to equal comparable average borrowing costs published in the Municipal Bond Index on June 30<sup>th</sup> each year; *plus*

(d) the annual Operating Expenses allocable to the Terminal, excluding costs billed directly to and paid by the Air Transportation Companies; *plus*

(e) an amount equal to (i) the total deposits needed to replenish the Debt Service Reserve Fund to required levels times (ii) a fraction, the numerator of which is the total amount of Net Bond Proceeds allocable to the Terminal and the denominator of which is the total amount of Net Bond Proceeds; *plus*

(f) any amounts necessary to fully fund the Renewal and Replacement Reserve Fund allocable to the Terminal and the Operation and Maintenance Reserve Fund allocable to the Terminal as provided in Section 8.10 hereof; *plus or minus*

(g) the Adjustment-to-Actual allocable to the Terminal as calculated under Section 8.06.

The City will then divide that sum by the total amount of Rentable Terminal Space and multiply the resulting quotient by the total square feet of Airline Premises at the Airport, yielding the revenue requirement (the Terminal Revenue Requirement) to be met by all Air Transportation Companies.

#### 8.03.2 *Distribution of the Net Terminal Revenue Requirement.*

The City will distribute the aggregate Net Terminal Revenue Requirement calculated in accordance with Section 8.03.1 into two cost assignment groups: conditioned space and unconditioned space. The costs assigned to the rentable space within each of these groups shall bear the following relativities to each other on a square foot basis:

Conditioned Space	1.00
Unconditioned Space	0.50

For rate-setting purposes, the costs per square foot of rentable space in each of these two groups will be normalized so that the aggregate costs assigned to both groups will equal the Net Terminal Revenue Requirement.

8.03.3 *Charges for Exclusive Use and Preferential Use Premises.* Charges for Exclusive Use Premises and Preferential Use Premises will be levied upon Airline on a cost per square foot basis.

8.03.4 *Domestic Baggage Claim Joint Use Charges.* The City will calculate the Revenue requirement applicable to baggage claim areas serving domestic Scheduled Operations by multiplying the square footage of all such baggage claim areas by the rate for conditioned space or unconditioned space, whichever is applicable. The City will then calculate charges for the use of domestic baggage claim areas by allocating twenty percent (20%) of that Revenue requirement equally among all Airlines with scheduled domestic service and by dividing eighty percent (80%) of that Revenue requirement by the total number of enplaning passengers on domestic flights departing during the Fiscal Year to determine the domestic baggage claim charge per Deplaned Passenger. Charges for the use of domestic baggage claim areas will be levied upon Airline on the basis of the sum of its equal share of twenty percent (20%) of the Revenue requirement plus the product of the total number of enplaning passengers on domestic Scheduled Operations departing during the Fiscal Year times the per-passenger domestic baggage claim charge.

8.03.5 *Charges for Common Use Gates.* Airline shall pay a fee for use of a Common Use Gate based on the highest cost per Turn for all Air Transportation Companies. This per-Turn charge will be calculated by multiplying the total leased Gate space throughout the Airport by the conditioned space rate and then dividing by 365. The resulting daily rate shall be divided by the lowest scheduled number of Turns on any leased Gate, and the result shall be the Turn fee for use of a Common Use Gate. Airline shall also pay a fee for use of the jet bridge associated with the Common Use Gate based on the highest cost per Turn for all Air Transportation Companies. This per-Turn charge will be calculated by dividing the average monthly loading bridge maintenance cost by the lowest scheduled number of turns on any leased Gate and adding the two-year average cost of providing power and 400Hz service to each loading bridge.

8.03.6 *Common Use Ticket Counter Charges and Bag Make-Up Charges.* Airline shall pay a fee for use of a Common Use Ticket Counter based on the sum of (a) the rentable square feet of the Ticket Counter and associated office space multiplied by the conditioned space rate, plus (b) the rentable square feet of the related bag make-up space multiplied by the conditioned space or unconditioned space rate, whichever is applicable, divided by 365 days to arrive at a daily rate for use of a Common Use Ticket Counter.

8.03.7 *Common Use Bag Claim Charges.* Airline shall pay a fee for use of a Common Use bag claim device based on the sum of (a) the square feet of bag claim area in TU1 and TU2 multiplied by the conditioned space rate, plus (b) the square feet of canopy in TU1 multiplied by one-half the conditioned space rate, divided by fifty percent (50%) of annual Enplaned Passengers for the previous Fiscal Year, to arrive at a rate per Enplaned Passenger.

8.03.8 *Charges for Use of the FIS Facility and International Baggage Claim Area.* Airline shall pay a fee for use of the FIS Facility and

international bag claim area based on the sum of annual costs for (a) IAB utility costs, including allocated electrical expenses plus separately metered gas and water expenses, (b) triturator costs, (c) janitorial expenses using a per square foot cost basis, and (d) cost recovery of cart fees, divided by the total number of Deplaned Passengers from international flights arriving during the previous Fiscal Year, to arrive at a rate per deplaned international passenger.

8.04 Other Fees and Charges

8.04.1 *Charges for Use of Other Common Use Facilities.* Fees shall be recalculated and adjusted annually as part of the budget process or at the discretion of the Airport.

(a) *RON Charges.* Airline shall pay a fee for aircraft remaining overnight and parked beyond the bounds of each leased Terminal Aircraft Apron at fifty dollars (\$50) per night for Group I and Group II aircraft and one hundred dollars (\$100) per night for Group III aircraft and higher. The Airport Operations Duty Manager shall be responsible for performing a nightly inventory of aircraft remaining overnight.

(b) *GSE Storage Area Charges.* Airline shall pay a fee for leasing GSE Storage Areas at a rate based on one hundred twenty percent (120%) of the prevailing ground rent per square foot.

8.04.2 *Employee Parking and Badging Charges.* Airline shall pay a fee for parking and badging for employees that are domiciled at the Airport based on recovery of associated capital and operating costs, which shall be calculated annually as a part of the budget process.

8.04.3 *Stacking Charges.* When Airline stacks aircraft beyond the bounds of each leased Terminal Aircraft Apron with the written consent of SLCD, Airline shall pay a stacking fee of fifty dollars (\$50) for Group I and Group II aircraft and one hundred dollars (\$100) for Group III and higher aircraft.

8.05 Mid-year Adjustments.

8.05.1 If it appears to City, on the basis of information it is able to accumulate during the course of a Fiscal Year during the Term, including information pursuant to Section 8.06 of the Agreement, that the budgeted Airfield or Terminal costs or forecast landed aircraft weight or rented Terminal space it used in calculating the Landing Fees or Terminal Rents then in effect are likely to vary by more than ten percent (10%) from actual results at the Airport, or if changes in Landing Fees or Terminal Rents are required by the terms and conditions of the Master Trust Indenture or any Subordinated Financing Agreement, City may make adjustments to the Landing Fees or Terminal Rents (or both) at mid-year or at such other time during the Fiscal Year as the need for such an adjustment becomes apparent to City.



8.05.2 The City shall provide Airline with a minimum of thirty (30) days advance written notice of any adjustments under this Section 8.05.

8.06 *Adjustments-to-Actual.* At the end of each Fiscal Year, after all required deposits have been made into the Airport Revenue Fund, the City shall use reasonable efforts to recalculate within one hundred twenty (120) days the Landing Fees and Terminal Rents and other charges established at the inception of each Fiscal Year in accordance with the methods set forth in Sections 8.02 and 8.03.1– 8.03.4 and on the basis of year-end audited financial statements. Any resulting Adjustment-to-Actual shall be included in the City's budget for the following Fiscal Year and shall be included in the calculation of rates and charges for that year, and the City shall give the Air Transportation Companies notice thereof. Notwithstanding the foregoing, the City may make adjustments to Landing Fees and Terminal Rents or both at mid-year or at such other time during the Fiscal Year as the need for such an adjustment becomes apparent to the City in accordance with Section 8.05.

#### 8.07 Revenue Sharing.

8.07.1 Only Signatory Airlines shall be eligible to participate in revenue sharing under this Agreement and only from and after each such Signatory Airline has executed and delivered a fully executed Agreement to the City. The City shall provide to the Signatory Airlines revenue sharing of one dollar (\$1) per Enplaned Passenger as determined after the calculation of any Adjustment-to-Actual; provided that revenue sharing shall not exceed 30% of Net Remaining Revenue in any Fiscal Year and if 30% of Net Remaining Revenue in any Fiscal Year is less than one dollar (\$1) per Enplaned Passenger, the amount of revenue sharing per Enplaned Passenger shall be adjusted accordingly so that the total amount of revenue sharing does not exceed 30% of Net Remaining Revenue. For each applicable Fiscal Year, revenue sharing shall be applied as a credit to invoices for Landing Fees and Terminal Rents and shall be distributed uniformly on a monthly basis. Airline may specify the proportional application of any revenue sharing credit to Landing Fees and Terminal Rents through prior written notice to City; provided, however, that City shall be entitled to apply any such credit in its sole discretion in the absence of a specification from Airline. By January 1<sup>st</sup> of each Fiscal Year, the Signatory Airlines, including Airline, will provide estimates of their forecast Enplaned Passenger activity at the Airport during the next Fiscal Year. The number of Enplaned Passengers used for purposes of calculating revenue sharing hereunder shall be based on ninety-five percent (95%) of the forecast Enplaned Passenger activity provided by the Signatory Airlines, and the City shall reconcile the forecast figures with actual Enplaned Passengers for each Fiscal Year. SLCDA will provide prior notice to Airline each year during the Term requesting estimates of forecast Enplaned Passenger activity; provided, however, that SLCDA's failure to provide such notice shall not relieve Airline of its obligations under this Section 8.07.1.

8.07.2 City and Airline acknowledge that it will take some time to develop sound forecasts of Enplaned Passengers for the purposes of

calculating revenue sharing hereunder for any new Signatory Airline at the Airport. Notwithstanding anything set forth herein to the contrary, the number of Enplaned Passengers for any Signatory Airline that has not been a Non-Signatory Airline or Signatory Airline for a full Fiscal Year at the Airport shall be based on an estimate that is derived by SLCDCA from schedules published in the OAG or any successor publication, with fifty percent (50%) of the estimated Enplaned Passengers used to calculate the revenue sharing credit mentioned above for the new Signatory Airline. At the end of the first full Fiscal Year, revenue sharing for that year shall be recalculated based on the actual number of Enplaned Passengers for the new Signatory Airline, and any revenue sharing that is due to the new Signatory Airline based on the formula set forth above shall be applied as a credit to invoices for Landing Fees and Terminal Rents in the new Fiscal Year and shall be distributed uniformly on a monthly basis.

8.07.3 A sample revenue sharing calculation is shown for illustrative purposes only in Exhibit B.

8.08 Activity Reports.

8.08.1 *Information to be supplied by Airline.*

(a) Not later than the 10th day of each month, Airline and its Affiliates shall file with City separate written reports ("Activity Reports") on forms provided by City and included as samples in Exhibit F attached to this Agreement (or forms substantially similar thereto) for activity conducted by Airline during said month and for activity handled by Airline for each Air Transportation Company not having an agreement with City providing for its own submission of activity data to City. Such Activity Reports shall include, but not be limited to, operations data; Enplaned Passengers; Deplaned Passengers; connecting passengers; and pounds of cargo, mail, and express shipments. City shall have the right to rely on said Activity Reports in determining rentals and charges due hereunder. Airline shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate Activity Reports shall be subject to interest charges as set forth in Section 9.04. City's assessment of such interest charges shall be in addition to any other remedies that City may have in law or in equity, including termination and revocation of this Agreement and all rights and privileges granted herein.

(b) Airline shall at all times maintain and keep records reflecting the activity statistics of Airline's activities at the Airport to be reported pursuant to Section 8.08.1(a). Such records shall be retained by Airline for a period of four (4) years subsequent to the activities reported therein, or such other retention period as set forth in applicable Federal Aviation Regulations, and upon prior written notice to Airline shall be made available, at no cost to City, at Salt Lake City, Utah for audit and/or examination by City or its duly authorized representative during all normal business hours. Airline shall produce such books and records within thirty (30) calendar days of City's notice to do so or pay all reasonable expenses, including but not limited to transportation, food, and lodging, necessary for an auditor selected by City to audit said books and records.

(c) The cost of an audit, with the exception of the aforementioned expenses, shall be borne by City; provided, however, the total cost of said audit shall be borne by Airline if either or both of the following conditions exist:

(i) The audit reveals an underpayment of more than one percent (1%) of rentals, fees, and charges due on an annual basis hereunder, as determined by said audit; or

(ii) Airline has failed to maintain true and complete records in accordance with Section 8.08.1(b).

(d) City may elect to collect Airport activity information using an electronic reporting system rather than the system that is described above. If City elects to utilize such a system during the Term of this Agreement, Airline shall make every reasonable effort to comply with the reporting requirements applicable thereto. Airline shall continue to provide Activity Reports as described above until such time as Airline commences use of any such electronic reporting system as implemented by City.

#### 8.09 *Budget Consultation.*

8.09.1 *Landing Fees and Terminal Rents.* No later than March 15th of each year during the Term, City shall consult with the Signatory Airlines to discuss the proposed revised Landing Fees and Terminal Rents. In connection with this consultation, City shall provide to Airline the calculations City has made in determining the revised charges with reasonable supporting documentation. The City's obligation to consult with Airline shall not limit in any way City's rate-setting powers under this Agreement or otherwise cause any delay in the effectiveness of revised charges. No later than June 10<sup>th</sup> of each year during the Term, City shall notify Airline of the actual Landing Fees and Terminal Rents it will charge for the next Fiscal Year, effective July 1.

8.09.2 *Renewal and Replacement Costs.* As part of its budgeting and rate-setting process, City shall determine the annual Renewal and Replacement Costs (including the Renewal and Replacement Costs that are the subject of Sections 8.02.1(f) and 8.03.1(f) above). City shall include descriptions of renewal and replacement projects with the revised Landing Fee and Terminal Rent disclosure described in Section 8.09.1. As part of the consultation process described in that section, City agrees to fully consider the comments and recommendations of the Signatory Airlines prior to finalizing the allowance for renewal and replacement for the ensuing Fiscal Year.

#### 8.10 *Renewal and Replacement Reserve Fund and Operation and Maintenance Reserve Fund.*

8.10.1 The "Renewal and Replacement Reserve Fund" shall be a fund equal to or greater than \$5 million (or such other amount as mutually agreed by the City and the Signatory Airlines) that is maintained by the City. The Renewal

and Replacement Reserve Fund shall be used to pay for unanticipated or emergency replacements and repairs to the Airport, and any interest earned on the Renewal and Replacement Reserve Fund will be deposited into the Airport Revenue Fund.

8.10.2 The "Operation and Maintenance Reserve Fund" shall be a fund equal to one-sixth of the annual Operation and Maintenance Budget for the Airport. The Operation and Maintenance Reserve Fund shall be used to pay for Operating and Maintenance Costs at the Airport, as described in the Master Trust Indenture, and any interest earned on the Operation and Maintenance Reserve Fund will be deposited into the Airport Revenue Fund.

8.10.3 The Renewal and Replacement Reserve Fund and Operation and Maintenance Reserve Fund shall be fully funded by the City upon the execution of this Agreement using surplus funds for the Airport.

8.10.4 As part of its budgeting and annual rate-setting process, City shall determine the amounts necessary to ensure that the Renewal and Replacement Reserve Fund and the Operation and Maintenance Reserve Fund remain fully funded, and the City shall raise both the Terminal Revenue Requirement and the Airfield Revenue Requirement as necessary to ensure such funding.

8.11 *Extraordinary Coverage Protection.* Airline acknowledges that in order to satisfy the Coverage Amount for Debt Service on Bonds and Subordinated Indebtedness, Airline shall be required to make extraordinary coverage protection payments in addition to the Landing Fees and Terminal Rents otherwise established by this Article 8 in any Fiscal Year in which the amount of Revenues less Operating Expenses is estimated to be less than the sum of the Debt Service plus the Coverage Amount applicable thereto. Any amounts that must be collected for such extraordinary coverage protection payments shall be allocated in a fair and not unjustly discriminatory manner to the Airfield Revenue Requirement or the Terminal Revenue Requirement or both in the reasonable discretion of the Executive Director.

## **Article 9 Payments**

9.01 *Terminal Rent.* Payments of one-twelfth (1/12) of the total annual Terminal Rent for Airline's Preferential Use and Exclusive Use Premises shall be due in advance, without demand or invoice, on the twentieth (20<sup>th</sup>) day of each month. Said Terminal Rent shall be deemed delinquent if payment is not received by the first (1<sup>st</sup>) day of the following month. With the written approval of the Executive Director, in the Executive Director's sole discretion, Airline may submit payments of Terminal Rent in accordance with a written payment plan to be proposed by Airline.

9.02 *Landing Fees.* Payment of Airline's Landing Fees shall be due in arrears on the twentieth (20<sup>th</sup>) day of each month and shall be deemed delinquent if not received by the first (1<sup>st</sup>) day of the following month.

9.03 *Other Fees and Charges.* Payment for all other fees and charges due hereunder shall be due as of the due date stated on City's invoice. Said fees and charges shall be deemed delinquent if payment is not received within thirty (30) days of the stated date of such invoice.

9.04 *Payment Delinquencies.* City shall provide notice of any and all payment delinquencies, including payments of any deficiencies which may be due as a result of City's estimates of activity pursuant to Section 9.05 below or due to an audit performed pursuant to Section 8.08.1(b) herein; provided, however, interest at the rate of eighteen percent (18%) per annum shall accrue against any and all delinquent payment(s) from the due date until the date payments are received by City. This provision shall not preclude City from canceling this Agreement for default in the payment of rentals, fees, or charges, as provided for in Article 13 hereof, or from exercising any other rights contained herein or provided by law.

9.05 *Estimates.* In the event Airline fails to submit its monthly Activity Reports as required in Section 8.08.1, City shall estimate the rentals, fees, and charges due from Airline based upon the highest month of the previous twelve (12) month's activity reported by Airline and issue an invoice to Airline for same. If no activity data is available, City shall reasonably estimate such activity and invoice Airline for same. Airline shall be liable for any deficiencies in payments based on estimates made under this provision; payment for said deficiencies shall be deemed due as of the date such rental fee or charge was due and payable. If such estimate results in an overpayment by Airline, City shall apply such overpayment as a credit against subsequent amounts due for such rentals, fees, and charges from Airline; provided, however, Airline shall not be entitled to any credit for interest on payments of such estimated amounts.

9.06 *Proration.* In the event Airline's obligations with respect to Airline Premises or any rights, licenses, or privileges granted hereunder shall commence or terminate on any date other than the first or last day of the month, Airline's rentals, fees, and charges shall be prorated on the basis of the number of days such premises, facilities, rights, licenses, services, or privileges were enjoyed during that month.

9.07 *Transition Billing.* Airline acknowledges that City is adopting new methods for calculating rates and charges under this Agreement, and Airline and City agree that, if necessary, City may bill Airline for rates and charges calculated pursuant to the City's Airline Use Agreement in effect on the date hereof until City implements the new methods for calculating rates and charges hereunder. Once City implements the new methods for calculating rates and charges under this Agreement, City shall use those methods to calculate rates and charges due from the beginning of the Term of this Agreement, and any rates and charges paid by Airline during the Term calculated pursuant to the City's Airline Use Agreement in effect on the date hereof shall be duly credited to Airline hereunder.

9.08 *Payment Process.* All payments due and payable hereunder shall be paid in lawful money of the United States of America, without deduction or set off, by wire transfer to:

Zion's Bank, Routing No. 124000054

For Terminal Rent, Landing Fees, and Other Airport Fees and Charges:

Zion's Bank  
Salt Lake City Corp  
Salt Lake City Department of Airports  
Airport Revenues Attn Director of Finance  
PO Box 145550  
Salt Lake City, UT 84114-5550  
Revenue Acct No. 013600002

For Passenger Facility Charges:

Zion's Bank  
Salt Lake City Corp.  
Salt Lake City Department of Airports  
PFC Account Attn Director of Finance  
PO Box 145550  
Salt Lake City, UT 84114-5550  
PFC Acct No. 013104013

or, if there is good cause for not making a wire transfer, by check made payable to City and delivered to:

Accounts Receivable  
Finance Department  
P.O. Box 145550  
Salt Lake City, Utah 84114-5550.

9.09 *Payment Acceptance.* The acceptance by City of any payments hereunder shall not preclude City from verifying the accuracy of any reports submitted by Airline to City or recovering from Airline any additional payments to City that are actually due.

## **Article 10 Capital Investments**

10.01 *Need for Capital Investments.* The parties hereto recognize that Capital Investments to preserve, protect, enhance, expand, or otherwise improve the Airport, or part thereof, will be required during the Term of this Agreement. A three-year capital improvement plan ("CIP") for Capital Investments that are planned for the Airport, including without limitation Capital Investments that may be made during the term of this Agreement, is attached hereto as Exhibit G. This CIP has been prepared in good faith, but it shall not be binding on SLCDA or the City. The City may make changes to the CIP in its discretion and, subject to the terms of this Article 10, the City reserves the right to make the Capital Investments listed on the CIP during the term of this Agreement. The

City shall submit to the Signatory Airlines a proposed budget for Capital Investment each Fiscal Year, and the City shall consider all comments and suggestions that are timely made by the Signatory Airlines prior to the adoption of the final budget.

10.02 *Capital Investment Subject to Signatory Airline Consideration.* No costs or amortization of costs of Capital Investments shall be charged to Airline in its Landing Fees or Terminal Rents for any new Capital Investments made by City after June 30, 2010 in the Airfield Cost and Revenue Center or in the Terminal Cost and Revenue Center unless at least one of the Signatory Airlines has approved such new Capital Investments. Further, notwithstanding the definition of Rentable Terminal Space in Article 1 of this Agreement, no space created by any such new Capital Investments in the Terminal on which Investment Service is not charged shall be counted as Rentable Terminal Space. In the event City decides to make a new Capital Investment in one of such centers (Airfield or Terminal), City and representatives of the Signatory Airlines shall meet to discuss to what extent, if any, the methods of amortizing and allocating Investment Service and determining Rentable Terminal Space provided for in this Agreement shall be changed for the purpose of calculating the charge to Airline for Investment Service resulting from such new Capital Investment.

10.03 *Capital Investment Not Subject to Signatory Airline Consideration.* Notwithstanding anything set forth in this Agreement to the contrary, the following Capital Investment may be undertaken by City at any time and shall not be subject to consideration by the Signatory Airlines:

10.03.1 Projects mandated by the FAA, DOT, TSA, or similar governmental authority, other than City, having jurisdiction over the Airport.

10.03.2 Projects to repair casualty damage to Airport property that must be rebuilt or replaced in order for City to meet its obligations pursuant to this Agreement, the Master Trust Indenture, or agreements with other lessees at the Airport.

10.03.3 Projects undertaken in Cost and Revenue Centers other than the Airfield Cost and Revenue Center and the Terminal Cost and Revenue Center.

10.03.4 Reasonable repairs, rebuilding, improvements or additions, including the associated costs therefor, necessary to comply with this Agreement or applicable law or to settle lawful claims, satisfy judgments, or comply with judicial orders against City by reason of its ownership, operation, maintenance or use of the Airport.

10.03.5 Expenditures of an emergency nature which, if not made within forty-eight (48) hours, would result in the closing of any portion of the Airport.

10.03.6 Projects funded directly or indirectly by PFCs, CFCs or grants; provided, however, that this provision shall not be interpreted as a waiver of

Airline's consultation rights under 49 U.S.C. § 40117 or 14 C.F.R. Part 158 as such statute and regulation currently exist or may be amended.

10.03.7 Projects that are undertaken to satisfy the increased requirements of any Signatory Airline so long as such Signatory Airline agrees to pay all increased rentals, fees, charges and operating and maintenance costs that are sufficient to cover the annual debt service and operating and maintenance costs associated with the project.

10.03.8 Projects related to special purpose facilities for which the user agrees to pay or reimburse the Airport.

10.04 *Financing.* City may issue Bonds, Subordinated Indebtedness, or Other Indebtedness to finance any Capital Investment permitted by this Article 10.

10.05 *Alterations and Improvements by Airline.*

10.05.1 Except as expressly provided herein and in accordance with the Airport's Tenant Improvement Guidelines, Airline shall make no alterations, additions, improvements to, or installations in the Airline Premises, including without limitation the installation of any cabling, without the prior written approval of the Executive Director.

10.05.2 Should Airline from time to time require alterations, additions, improvements to, or installations in the Airline's Exclusive Use or Preferential Use Premises, it may make alterations, additions, improvements to or installation in the Airline's Exclusive Use or Preferential Use Premises if Airline complies with the following conditions:

(a) Before the commencement of any such work, plans and specifications shall be approved by and filed with the Executive Director and all governmental departments or authorities having jurisdiction. The contractors performing the work shall be specified to the Executive Director before the commencement of any such work, and all work shall be subject to and in accordance with (i) Airport's Tenant Improvement Guidelines, (ii) requirements of law, and (iii) applicable regulations of all applicable governmental departments or authorities and, where required, each affected public utility company.

(b) Such work shall be performed in a professional manner and in accordance with the plans and specifications approved for the same. Airline shall redo or replace, at its sole cost and expense, any work that is not performed in this manner and in accordance with such plans and specifications as approved by the Executive Director. Airline shall notify the Executive Director within ten (10) days of final cessation of any work, and the Executive Director will make a final inspection and will issue a letter of approval or disapproval. Any request to redo or replace any such work shall be made by the Executive Director within twenty-one (21) days after receipt of notice of completion from Airline.



10.05.3 Subject to Section 15.03, all alterations, additions, or improvements placed at any time upon the Airport by Airline shall be deemed to be and become a part of the realty and the sole and absolute property of City upon termination or cancellation of Airline's lease of the premises where the same is located; provided, however, movable furniture, movable personal property, and other removable trade fixtures, including but not limited to passenger loading bridges or baggage conveyor systems put in at the expense of Airline or at the expense of third parties leasing such property to Airline, shall not be deemed to become the property of City at the termination or cancellation of this Agreement, and Airline shall have the right to remove said property from the Exclusive Use Premises and Preferential Use Premises on or about the time of termination of this Agreement, subject to any valid lien which City may have thereon. Any damage to the Airport, including the Exclusive Use Premises and the Preferential Use Premises, caused by such removal shall be repaired at Airline's expense.

10.05.4 Airline shall promptly pay all lawful claims and discharge all liens made against it or against City by Airline's contractors, subcontractors, materialmen, and workers and all such claims and liens made against Airline or City by other third parties arising out of or in connection with, whether directly or indirectly, any work done by or for Airline, its contractors, subcontractors, or materialmen; provided, however, that Airline shall have the right to contest the amount or validity of any such claim or lien without being in default of this Agreement upon furnishing security satisfactory to the Executive Director guaranteeing that such claim or lien will be properly and fully discharged forthwith in the event that such contest is finally determined against Airline or City.

10.05.5 Airline shall procure and maintain during construction of any and all improvements by Airline comprehensive public liability insurance, or if the work is to be done by an independent contractor, Airline shall require such contractor to procure and maintain such insurance in Airline's name. In either case, insurance shall be procured and maintained in limits and meeting requirements reasonably satisfactory to the City, and Airline shall defend, indemnify and hold harmless City and its officers, agents, and employees for all loss, cost damage, or expense arising out of or relating in any way to such construction, except such loss, cost, damage, or expense arising from or caused by the negligence or willful misconduct of City. Airline, on work in excess of \$100,000, shall require prime contractors to procure and maintain a payment bond in the face amount of the cost of improvements and in a form satisfactory to the City's attorney.

10.05.6 If, in the construction of any improvements to or upon the Airline's Exclusive Use Premises or Preferential Use Premises, Airline causes disturbance to or damage of any asbestos and/or asbestos-containing materials, Airline shall be solely responsible for the costs of remedying the disturbance or damage, including, without limitation, the removal of any asbestos and asbestos-containing materials.

## Article 11 Damage Or Destruction

11.01 *Partial Damage and Repair.* If the Airline Premises shall be partially damaged by fire, flood, windstorm, earthquake, or other casualty but said damage shall not render the Airline Premises untenable as reasonably determined by City, there shall be no abatement or reduction in the rates and charges payable by Airline hereunder so long as Debt Service payments are required; and (1) the portion of the Airline Premises so damaged shall be promptly repaired, rebuilt, or restored by City with such changes, alterations, and modifications (including the substitution and addition of other property) as may be agreed upon by City and Airline as shall not impair the character of the Airline Premises; and (2) there shall be applied for such purpose so much as may be necessary of any net proceeds received by City under insurance policies covering such losses, after payment of any expenses of obtaining or recovering such net proceeds, as well as any moneys which City determines to make available from the sale of Bonds or Subordinated Indebtedness. In the event that such net proceeds are insufficient to pay in full the costs of such repair, rebuilding, or restoration, City will endeavor to use available funds or arrange financing through the issuance of Bonds, Subordinated Indebtedness or other means and complete such repair, rebuilding, or restoration.

11.02 *Substantial or Complete Damage and Repair.* If the Airline Premises shall be substantially or completely damaged or destroyed by fire, flood, windstorm, earthquake, or other casualty and said damage or destruction renders the Airline Premises untenable as reasonably determined by City, there shall be an equitable and proportional abatement or reduction in the rates and charges payable by Airline hereunder based on the portion of the Airline Premises rendered untenable as it relates to the total Airline Premises until such time as such affected Airline Premises shall be restored for Airline's use; and (1) the portion of the Airline Premises so damaged or destroyed shall be promptly repaired, rebuilt, or restored by City with such changes, alterations, and modifications (including the substitution and addition of other property) as may be agreed upon by City and Airline as shall not impair the character of the Airline Premises; and (2) there shall be applied for such purpose so much as may be necessary of any net proceeds received by City under insurance policies covering such losses, after payment of any expenses of obtaining or recovering such net proceeds, as well as any moneys which City determines to make available from the sale of Bonds or Subordinated Indebtedness. In the event that such net proceeds are insufficient to pay in full the costs of such repair, rebuilding, or restoration, City will endeavor to arrange financing through the issuance of Bonds, Subordinated Indebtedness or other means and complete such repair, rebuilding, or restoration.

11.03 *Damage Caused by Airline.* Notwithstanding the provisions of this Article 11, in the event that due to the negligence or willful act or omission of Airline, its employees, its agents, or licensees, Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Airline Premises. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to City by reason of such damage or destruction, Airline shall pay the amount of such additional costs to City.

## Article 12 Indemnification, Waiver Of Claims and Insurance

### 12.01 *Indemnification.*

12.01.1 Airline agrees to protect, defend, reimburse, indemnify and hold City, its agents, employees, board members and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including actually incurred reasonable attorney's fees) and causes of action of every kind and character, whether or not meritorious, against or from City by reason of any damage to property or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever or any governmental agency, arising out of or incident to or in connection with Airline's performance under this Agreement, Airline's use or occupancy of the Airline Premises, Airline's negligent acts, omissions or operations hereunder or the performance, non-performance or purported performance of Airline or any breach of the terms of this Agreement by Airline; provided, however, that Airline shall not be so obligated to protect, defend, reimburse, indemnify and hold City free and harmless when the applicable claim, liability, expense, loss, cost, fine, damage or cause of action is caused by the negligence or willful misconduct of the agents, employees, contractors, officers or boards of City (but only to the extent of the portion of the claim, liability, expense, loss, cost, fine, damage or cause of action caused by such negligence or willful misconduct). Upon the filing by anyone of a claim with City for damages arising out of incidents for which Airline herein agrees to indemnify and hold City harmless, City shall promptly notify Airline of such claim and, in the event that Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such claim both on behalf of Airline and on behalf of City. It is specifically agreed, however, that City, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment against City from which no appeals remain for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount upon the expiration of the time for appeal therefrom. Airline recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges that the terms and conditions of this Agreement constitute good and valuable consideration provided by City in support of this indemnification in accordance with laws of the State of Utah.

12.01.2 If City and Airline are jointly, concurrently or successively liable for an actionable wrong to an injured person, each party shall have a right to contribution from the other party. The right of contribution shall be limited to the amounts paid by a party in excess of that party's share of liability, based upon principles of equity (including the principle of comparative fault). If either party receives any claim, demand, suit or judgment for which the other party is or may be jointly, concurrently or successively liable, that other party shall be given prompt notice thereof. If City and Airline become co-defendants, either may file a cross-complaint against the other for a declaration of rights respecting the

relative responsibility of each for contribution. If either City or Airline becomes a defendant in an action or proceeding in which the other is a non-party, the defendant therein may either file a cross-complaint against the non-party for a declaration of rights of contribution or may bring a separate and independent action against the non-party for contribution.

12.01.3 This Section 12.01 shall survive the termination of this Agreement as to claims arising during the Term hereof. Compliance with the insurance requirements of this Article 12 shall not relieve Airline of its liability or obligation to indemnify the City as set forth in this Article 12.

12.02 *Waiver of Claims.* Airline, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims or causes of action against City, its officers, or employees which it may now or hereafter have for damages to any property on, about, or related to the Airport, and for injuries or death to persons on, about, or related to the Airport, from any cause or causes arising at any time, except from the negligent or willful act or omission of City, its officers, or employees. By way of example and not limitation, save and except as arises out of the negligent or willful act of City, its officers, or employees, Airline hereby waives any and all claims or causes of action which it may now or hereafter have against City, its officers, or employees (a) for loss, injury, or damage sustained by reason of any deficiency, impairment, and interruption of any water, electrical, gas, plumbing, air conditioning, or sewer service or system serving any portion of the Airport; (b) for any loss, injury, or damage arising or resulting from any act or neglect or omission of any other tenant, subtenant, permittee, concessionaire, or occupant of the Airport, or any person who uses the Airport with authorization or permission of the City (City agrees to use its best efforts to control tenants, subtenants, permittees, concessionaires, occupants, or Airport users to prevent loss, injury, or damage); and (c) for any loss or damage to the property of, or injury or damage to Airline, its officers, employees, agents, contractors, or any other person whomsoever, from any cause or causes arising at any time because of Airline's use or occupancy of the Airline Premises or of the Airport, or its operations thereon (City will use its best efforts to control the activities of other users).

12.03 *Insurance.*

12.03.1 Airline, at its sole cost and expense, and for the full Term of this Agreement or any renewal thereof, shall obtain and maintain all of the following minimum insurance:

(a) An Aircraft Liability policy, with coverage of Two Hundred Million Dollars (\$200,000,000) combined single limit for bodily injury and property damage, which shall include but not necessarily be limited to all of the following coverages: Aircraft Liability, including General Liability, Aircraft Products and Completed Operations, Liquor Liability, Premises Liability, Products & Completed Operations, Contractual Liability, Hangarkeepers Liability, Motor Vehicle Liability within the confines of the Airport, Cargo Legal Liability and Fueling and Refueling (if such operations are conducted by Airline).

(b) Fifty Million Dollars (\$50,000,000) War and Named Perils coverage for bodily injury and property damage, each occurrence and annual aggregate, or the U.S. Government equivalent.

(c) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of Utah providing coverage for any and all employees of Airline and providing coverage as follows:

- (i) Workers' Compensation (Coverage A);
- (ii) One Million Dollars (\$1,000,000) in Employers' Liability (Coverage B);
- (iii) Broad Form All States Endorsement;
- (iv) Voluntary Compensation Endorsement; and
- (v) Waiver of Subrogation in favor of City.

(d) A Commercial Business Auto policy with a minimum limit of not less than Five Million Dollars (\$5,000,000) combined single limit for bodily injury and property damage providing that coverages shall be applicable to any and all leased, owned, hired or non-owned vehicles used in pursuit of any of the activities associated with this Agreement. Any and all mobile equipment, including cranes, which is not covered under the Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy required above.

(e) Property Insurance in an amount equal to "Value of Airline Improvements and Betterments" during the course of construction and after completion. Coverage shall include Replacement Value, covering Airline improvements and betterments, for Fire & Extended Coverage, including Sprinkler Leakage, Vandalism & Malicious Mischief, and Debris Removal.

12.03.2 Any deductibles or self-insured retentions must be declared by Airline and accepted by City.

12.03.3 Except for U.S. Government equivalent War and Named Perils coverage, Workers Compensation/Employer's Liability Insurance and Property Coverage, the insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) City and its officials, employees, agents and contractors are to be covered as an additional insured with respect to liability arising out of or with respect to (i) activities performed by, or on behalf of, Airline, (ii) the products and completed operations of Airline, (iii) premises owned, leased or used by Airline, or (iv) automobiles owned, leased, hired or borrowed by Airline. The coverage shall contain no special limitations on the scope of protection afforded to City, its officials, employees, agents and contractors.

(b) Airline's insurance coverage shall be primary insurance with respect to City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officials, employees, agents or contractors, shall be excess of Airline's insurance and shall not contribute with it.

12.03.4 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, agents or contractors.

12.03.5 Coverage shall state that Airline's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.03.6 City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of City, the insurance provisions in this Agreement do not provide adequate protection for City and/or for members of the public, City may require Airline to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. City's requirements shall be commercially reasonable but shall be designed to assure protection from and against the kind and extent of risk which exists at the time a change in insurance is required (provided such protection is available on commercially reasonable terms), and Airline agrees to provide same within thirty (30) days of receiving notice from City.

12.03.7 Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Airline may be held responsible for the payment of damages to persons or property resulting from its activities or of any person or persons for which it is otherwise responsible.

12.03.8 Coverage under each insurance policy required by this section shall not be canceled, non-renewed or changed except after thirty (30) days' prior written notice has been given to City (notwithstanding the foregoing, the notice period for War Risks and Named Allied Perils insurance may be seven [7] days or such lesser period as may be customarily available).

12.03.9 Insurance is to be placed with insurers reasonably acceptable to City's Risk Manager.

12.03.10 Airline shall furnish City with certificates of insurance, and "Additional Insured" endorsements where appropriate, as required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to verify coverage on its behalf.

12.03.11 Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

Salt Lake City Department of Airports  
Contracts Manager  
P.O. Box 145550  
Salt Lake City, UT 84114

12.03.12 City shall, during the term of this Agreement, procure and maintain liability and fire and extended coverage insurance for the Airport, Terminal, and other facilities at the Airport in such amounts and for such insured coverages as City may determine as being reasonably required and in the prudent operation of the Airport.

12.03.13 Airline shall self-insure (by establishing reserves in accordance with accepted accounting practices) or procure and keep in force fire and extended coverage insurance upon its leasehold improvements located within its Exclusive Use Premises or Preferential Use Premises, to the full replacement-cost, insurable value thereof and shall furnish City, upon execution of this Agreement, with evidence that such self-insurance reserves have been established or such coverage has been procured and is being maintained in full force and effect. Said evidence of insurance shall be endorsed to require (30) days written notice to City of cancellation or material change and to provide that any insurance carried by City be excess insurance only.

12.03.14 City and Airline agree to have all property insurance carried with respect to the Airport, the Airline Premises or any property therein endorsed with a clause that waives all rights of subrogation that the insurer of one party may have against the other party hereto. To that effect, City and Airline will respectively employ diligent efforts to cause their insurance companies to endorse the affected property insurance policies with a waiver of subrogation clause as required herein.

### **Article 13 City Remedies**

13.01 *Events of Default.* The events described below shall be deemed events of default by Airline hereunder. Upon the occurrence of any one of the following events of default, City may immediately issue written notice of default.

13.01.1 The conduct of any business or performance by Airline of any acts at the Airport not specifically authorized herein or by other agreements between City and Airline, and said business or acts do not cease within thirty (30) days of receipt of City's written notice to cease said business or acts.

13.01.2 The failure to cure a default in the performance of any of the terms, covenants, and conditions required herein (except insurance requirements as set forth in Section 12.03, and payment of rentals, fees, and charges, as provided for in Article 9) within thirty (30) days of receipt of written notice by City to do so; or if by reason of the nature of such default, the same

cannot be remedied within thirty (30) days following receipt by Airline of written demand from City to do so, Airline fails to commence the remedying of such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. Airline shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default and that such default will be cured within a reasonable period of time.

13.01.3 The failure by Airline to pay any part of the rentals, fees, and charges due hereunder and the continued failure to pay said amounts in full within thirty (30) days of City's written notice of payments past due; provided, however, if a dispute arises between City and Airline with respect to any obligation or alleged obligation of Airline to make payments to City, payments under protest by Airline of the amount due shall not waive any of Airline's rights to contest the validity or amount of such payment.

13.01.4 The failure by Airline to provide and keep in force insurance coverage in accordance with Article 12.

13.01.5 The appointment of a trustee, custodian, or receiver of all or a substantial portion of Airline's assets.

13.01.6 The divestiture of Airline's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

13.01.7 The abandonment by Airline of the Airline Premises, or its conduct of business at the Airport; and, in this connection, suspension of operations for a period of sixty (60) days will be considered abandonment in the absence of a labor dispute or other governmental action in which Airline is directly involved.

13.01.8 The failure by Airline to remit PFCs in accordance with Section 18.03.

13.02 *Continuing Responsibilities of Airline.* Notwithstanding the occurrence of any event of default, Airline shall remain liable to City for all rentals, fees, and charges payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless City elects to cancel this Agreement, Airline shall remain liable for and promptly pay all rentals, fees, and charges accruing hereunder for the Term of this Agreement.

13.03 *Remedies.* Upon the occurrence of any event enumerated in Section 13.01 and after any applicable notice and cure periods, the following remedies shall be available to City:

13.03.1 City may exercise any remedy provided by law or in equity, including but not limited to the remedies hereinafter specified. The various rights and remedies herein contained shall not be considered as exclusive of any other right or remedy but shall be construed as cumulative and shall be in addition



to every other remedy now or hereafter existing at law, in equity or by statute. In addition to any damages or payments specified herein, City shall be entitled to reimbursement from Airline for any costs of City related to any default by Airline under this Agreement.

13.03.2 City may cancel this Agreement, effective upon the date specified in the notice of cancellation. Upon such date, Airline shall be deemed to have no further rights hereunder and City shall have the right to take immediate possession of the Airline Premises.

13.03.3 City may cure or cause any violation to be cured for the account and at the expense of Airline, and all sums so expended by City related to such cure, together with ten percent (10%) thereof for cost of administration, shall be paid by Airline on demand.

13.03.4 City may reenter the Airline Premises and may remove all Airline persons and property. Upon any removal of Airline property by City hereunder, Airline property may be stored at a public warehouse or elsewhere at Airline's sole cost and expense.

13.03.5 City may relet Airline Premises and any improvements thereon or any part thereof, at such rentals, fees, and charges and upon such other terms and conditions as City, in its sole discretion, may deem advisable, with the right to make alterations, repairs of improvements on said Airline Premises.

13.03.6 In the event that City relets Airline Premises, rentals, fees, and charges received by City from such reletting shall be applied: (i) to the payment of any indebtedness, other than rentals, fees, and charges due hereunder, from Airline to City; (ii) to the payment of any cost of such reletting; and (iii) to the payment of rentals, fees, and charges due and unpaid hereunder. The residue, if any, shall be held by City and applied in payment of future rentals, fees, and charges as the same may become due and payable hereunder. If that portion of such rentals, fees, and charges received from such reletting and applied to the payment of rentals, fees, and charges hereunder is less than the rentals, fees, and charges as would have been payable during applicable periods by Airline hereunder, then Airline shall pay such deficiency to City whenever rentals, fees or charges are due to City hereunder. Airline shall also pay to City, as soon as ascertained, any reasonable costs and expenses incurred by City in such reletting not covered by the rentals, fees, and charges received from such reletting.

13.03.7 No reentry or reletting of Airline Premises by City shall be construed as an election on City's part to cancel this Agreement unless a written notice of cancellation is given to Airline.

13.04 *Remedies under Federal Bankruptcy Laws.* Notwithstanding the foregoing, upon the filing by or against Airline of any proceeding under Federal bankruptcy laws, this Agreement shall automatically terminate (unless such termination is affirmatively waived at the time of the filing or

subsequently by City) in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be subsequently amended, supplemented, or replaced. Notwithstanding the foregoing, City shall be entitled to waive the automatic termination provision mentioned above in writing. In the event that City waives the automatic termination requirement, City shall not be obligated to perform under the terms of this Agreement so long as any proceeding under Federal bankruptcy laws remains outstanding. As provided in Section 18.02 hereof, any waiver by City of the automatic termination provision in this Section 13.04 shall not be construed to be a waiver of any subsequent automatic termination hereof. City's rights under this Section 13.04 shall be in addition to all other rights and remedies provided to City under this Agreement.

#### **Article 14 Environmental**

##### **14.01 *Hazardous Materials.***

14.01.1 *Standards of Operation – Disposal, Use and Storage of Hazardous Materials.* The voluntary or involuntary release or discharge of Hazardous Materials on the Airport is strictly prohibited (except to the extent, if any, that disposal of Hazardous Materials through the City's sewerage system complies with all applicable Environmental Laws). Storage and use of Hazardous Materials on the Airport is prohibited, except:

(a) Airline may store and use Hazardous Materials on the Airline Premises in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials that are normally used in conducting the activities permitted under this Agreement. Airline shall provide Executive Director with a copy of any application for a permit, if required, for use or storage of Hazardous Materials on the Airline Premises from any regulatory agency responsible for enforcement of Environmental Laws and shall also provide a copy of any permit received from such agency; and

(b) This Agreement does not authorize the Airline to store and use Hazardous Materials on the Airport other than the Airline Premises.

14.01.2 *Liability.* Airline shall be solely and fully responsible and liable for:

(a) Storage, use or disposal of Hazardous Materials on the Airline Premises or the Airport by Airline, Airline's officers, agents, employees, contractors, permittees or invitees; or

(b) Any Hazardous Material release or discharge which is caused by or results from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees on the Airline Premises or the Airport.

14.01.3 *Prevention of Release or Discharge.* Airline shall take reasonable precautions to prevent its activities from causing any Hazardous Material release or discharge to occur on the Airline Premises or the Airport and shall take all reasonable precautions to prevent any release or discharge into soil or groundwater or any unlawful release into City's sanitary or storm drains and sewers at the Airport.

14.01.4 *Obligation to Investigate and Remediate.* Airline, at Airline's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws, any release or discharge or threat of release or discharge of Hazardous Materials on the Airline Premises unless Airline demonstrates that it was caused by a condition that existed prior to Airline entering the Airline Premises or caused by the City's negligence or non-compliance with Environmental Laws (including negligence or non-compliance of its officers, agents, employees or contractors) or on the Airport (outside of Airline Premises) caused or resulting from activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees, including but not limited to any release or discharge or threat of release or discharge into soil or groundwater which was caused or results in whole or in part from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees but excluding the disposal of Hazardous Materials through the City's sewerage system so long as such disposal complies with all applicable Environmental Laws.

In addition to all other rights and remedies of City hereunder, if Airline does not promptly commence investigation of any such release or discharge or threat of release or discharge or does not diligently pursue appropriate remedial activities as required by applicable Environmental Laws for which Airline is responsible under this Agreement, City, in its discretion, may pay to have same investigated and remediated as required by applicable Environmental Laws, and Airline shall reimburse City for its share of the reasonable and documented costs within thirty (30) days of City's demand for payment. Notwithstanding the foregoing, City shall be entitled to reimbursement only if it first gives written notice to Airline of its intention to commence investigation and/or remediation prior to such commencement and Airline either does not commence diligent pursuit or remedial activities within thirty (30) business days of the notification or does not maintain such diligent pursuit; except prior notice by City is not required if City determines that investigation or remediation is urgent.

14.01.5 *Indemnification.* Airline shall defend (with counsel acceptable to City in City's reasonable discretion), indemnify and hold City harmless from and against all loss, damage, liability (including all consequential damages) and expense (including, without limitation, the reasonable and necessary costs of any cleanup and remediation of Hazardous Materials as required by applicable Environmental Laws or which may be necessary to redevelop the contaminated Airport property) which City may sustain as a result of the following associated with operations under this Agreement and not to the extent that the Airlines can demonstrate that the loss, damage, liability and expense is caused by a condition existing prior to Airline entering the property or to the extent caused by

the City's negligence or non-compliance with Environmental Laws (including negligence or non-compliance of its officers, agents, employees or contractors):

(a) Storage, use or disposal of Hazardous Materials on the Airline Premises or the Airport by Airline, Airline's officers, agents, employees, contractors, permittees or invitees; or

(b) Any Hazardous Material release or discharge on the Airline Premises or the Airport other than the Exclusive Use Premises, including but not limited to any release or discharge into soil or groundwater or City's sanitary or storm drains and sewers at the Airport or elsewhere, which is caused by or results from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees.

By way of clarification, this indemnity covers any losses relating to Hazardous Materials or Environmental Laws as opposed to the indemnity in Section 12.01.

14.01.6 *Release of Hazardous Materials Claims Against City.* Airline releases, acquits and forever discharges City from any and all claims, actions, causes of action, demands, rights, damages, costs, including but not limited to loss of use, lost profits, or expenses, which Airline may now have, or which may hereafter accrue on account of or in any way growing out of all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage, and the consequences thereof resulting or arising out of the presence or cleanup of any Hazardous Material on the Airline Premises or the Airport, but only to the extent the presence of such Hazardous Materials was not caused by or did not result from the negligence, willful misconduct, acts or omissions of City, City's officers, agents, employees contractors, permittees or invitees. This release shall not apply to any claims for contribution that Airline may have against City in the event that Airline incurs any cost in undertaking any cleanup of Hazardous Material from the Airline Premises or the Airport ordered by a governmental agency, to the extent that the cleanup order and costs result from a release or discharge of Hazardous Material for which Airline is not responsible and liable under this Agreement.

14.01.7 *Cessation of Activities.* Airline shall cease its activities on the Airline Premises and the Airport, to the extent requested by City and upon thirty (30) days' notice from City, if City determines, in its sole discretion, that such cessation is necessary to investigate, cure or remediate any release or discharge of Hazardous Materials or any threat of a release or discharge thereof; provided, however, that no notice from City for the cessation of activities shall be required in the event of an emergency. City shall use reasonable efforts to attempt to temporarily accommodate Airline at suitable substitute space in the Airport during the required cessation of Airline activities. Airline shall not recommence its

activities on the Airline Premises or the Airport, as appropriate, until notified by City that such release or discharge or threat of release or discharge of Hazardous Material has been investigated, cured and remediated in a manner satisfactory to City.

14.01.8 *Abatement of Fees and Charges on Airport.* Airline shall not be charged fees or charges for use of the Airline Premises or the Airport to the extent that Airline is required to cease activities on that portion of the Airline Premises or the Airport due to City's efforts to investigate, cure or remediate contamination, unless the release or discharge is one for which Airline is responsible under this Agreement.

14.01.9 *Records and Inspections*

(a) If Airline makes any written disclosure, or provides any report, to any governmental agency concerning a release of Hazardous Materials at the Airport, Airline shall concurrently also provide a copy of such disclosure or report to City.

(b) Airline shall promptly deliver a copy to City of all notices that Airline receives from any governmental agency or third party concerning a claim or a notice of violation regarding Hazardous Materials at the Airport.

(c) Airline shall maintain, during the term of this Agreement and for a period of not less than three (3) years after the expiration or termination of this Agreement, or for any longer period of time required by any applicable law, regulation, policy, order or decree, separate and accurate records, as required by applicable Environmental Laws, pertaining to the use, handling and disposal of any Hazardous Material(s) by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport.

(d) Upon request by City, Airline shall furnish City with copies of such records, and such other documentation or reports as the Executive Director, from time to time, and at any time during the term of this Agreement, may reasonably require pertaining to the use, handling, disposal, release or discharge of any Hazardous Materials by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport. Notwithstanding the foregoing, Airline shall not be required to furnish City with copies of records that would be protected from disclosure under the Utah Evidence Code (except to the extent that portions of documents, including but not limited to testing and sampling data, are not so protected).

(e) After the expiration of three (3) years following the termination of this Agreement, Airline may destroy the records pertaining to the use, handling, disposal, release or discharge of any Hazardous Materials by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport unless Airline is otherwise reasonably directed by City or otherwise required by applicable laws.

(f) City shall have the right, under the terms hereof (and at City's sole expense, except when any release or discharge of Hazardous Materials or threat of release

or discharge of Hazardous Materials is caused by Airline or Airline's officers, agents, employees, contractors, permittees or invitees), to enter the Airline Premises during the Term hereof to conduct periodic environmental inspections. Prior to conducting environmental testing, City shall provide seven (7) day's written notice to Airline concerning the planned testing procedures and locations. However, in the event of an emergency, no written notice shall be required prior to access to the Airline Premises for any necessary environmental response activities, including environmental testing needed in response to the emergency. City shall endeavor to conduct each inspection or test in the presence of Airline's representative and in a manner that does not unreasonably interfere with Airline's operations.

14.01.10 *No Third Party Beneficiaries.* Nothing contained in this Article 14 shall be construed as conferring any benefit on any person not a party to this Agreement, nor as creating any right in any person not a party to this Agreement to enforcement of any obligation created under this Agreement.

14.01.11 *Airline Obligations Upon Termination.* Prior to vacating the Airline Premises, and in addition to all other requirements under this Agreement and without limiting Airline's indemnification obligations under Section 14.01.5, Airline shall:

(a) Remove any Hazardous Materials placed or stored on the Airline Premises during the Term by Airline or as a result of Airline's use or occupancy of the Airline Premises during the Term and shall demonstrate to City's reasonable satisfaction that such removal is in compliance with all applicable Environmental Laws, including without limitation conducting any environmental audits as may be required by City to demonstrate such removal has been completed according to the terms of this Agreement.

(b) With respect to any release of Hazardous Materials on the Premises not removed pursuant to prior paragraph (a) and not subject to the exceptions therein, Airline shall promptly investigate and remediate any such release in accordance with the requirements of all applicable Environmental Laws and permits ("Airline's Remediation"). If Airline's remediation will leave Hazardous Materials in the soil or groundwater at the Airport prior to completion of the remediation, the Airline shall obtain the City's written determination that such Hazardous Materials will not interfere with any reuse of the Airline Premises reasonably contemplated or anticipated by the City. If the City does not make such a determination, Airline will perform the remedial activities necessary to avoid interference with future reuse of the Airline Premises ("Remediation for Reuse"). In the event Airline fails to perform Airline's Remediation or Remediation for Reuse, the City may conduct such reasonable investigation and/or remediation after providing Airline with a written notice thirty (30) days in advance and Airline does not diligently commence and pursue such actions. If the City incurs such costs, City may invoice reasonable and documented costs to Airline.

14.01.12 *Survival of Obligations.* Airline's obligations under this Section 14.01 shall survive the expiration or earlier revocation or suspension of this Agreement.

14.02 *Stormwater.*

14.02.1 Notwithstanding any other provisions or terms of this Agreement, Airline acknowledges that certain properties within the Airport, or on City-owned land, are subject to federal and state stormwater rules and regulations. Airline agrees to observe and abide by such stormwater rules and regulations as may be applicable to City's property and Airline's uses thereof.

14.02.2 Airline acknowledges that any stormwater discharge permit issued to City may name Airline as a co-permittee, but only if (a) Airline has been provided a meaningful opportunity to engage in the development of the permit terms, including an opportunity to be involved in discussions between the City and the permitting agency including those that may occur prior to the draft permit being issued, and (b) City cooperates with Airline in developing cost effective measures and/or permit conditions that take into account operational impacts. City and Airline both acknowledge that cooperation is necessary to insure compliance with any stormwater discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Airline acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled or otherwise used by Airline, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable stormwater rules and regulations.

14.03 *Stormwater Discharge Permit Requirements.* City will provide Airline with written notice of any stormwater discharge permit requirements applicable to Airline and with which Airline may be obligated to comply from time-to-time, including but not limited to: certification of non-stormwater discharges; collection of stormwater samples specific to that Airline's operations; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Airline agrees that within thirty (30) days of receipt of such written notice it shall notify City in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If Airline does not provide such timely notice, Airline will be deemed to assent to undertake such stormwater permit requirements applicable to Airline's operations. In that event, Airline agrees to undertake, at its sole expense, unless otherwise agreed to in writing between City and Airline, those stormwater permit requirements that specifically apply to Airline's operations and can reasonably be complied with by a single tenant (as opposed to requiring broader cooperation and expense among several parties) for which it has received written notice from City, and Airline agrees that it will hold harmless and indemnify City for any violations or non-compliance with any such permit requirements.

## **Article 15 Surrender Of Airline Premises**

15.01 *Surrender and Delivery.* Upon termination or cancellation of this Agreement, Airline shall promptly and peaceably surrender to City its Airline Premises and all alterations, additions or improvements thereon to which City elects to retain as provided in Section 15.03 below in good and fit condition, reasonable wear and tear, conditions that existed at the time

Airline first occupied the Airline Premises as well as damage or repair which is the responsibility of City excepted. In the event the Airline Premises are not so yielded or delivered to City, City shall remedy said Airline Premises and the cost thereof will be invoiced to Airline as other fees and charges under Section 9.03. The Executive Director shall determine the condition of the Airline Premises at the termination of this Agreement by expiration or otherwise. However, this provision does cover Hazardous Materials upon surrender which is provided for in Section 14.01.11 (b).

15.02 *Removal of Property.* Provided Airline is not in default for payment of rentals, fees and charges hereunder, Airline shall have the right at any time during the Term of this Agreement to remove from the Airport its aircraft, tools, equipment, removable trade fixtures and other personal property, title to which shall remain in Airline, unless otherwise set forth in Sections 5.01.12 and 10.05.3 of this Agreement. Airline shall remove such aircraft, tools, equipment, removable trade fixtures and other personal property within fifteen (15) business days following termination of this Agreement, whether by expiration of time or otherwise, as provided herein, subject to any valid lien which City may have thereon for unpaid rentals, fees and charges. Airline shall not abandon any portion of its property at the Airport without the written consent of City. Any and all property not removed by Airline within fifteen (15) business days following the date of termination of this Agreement shall, at the option of City, (i) become the property of City at no cost to City; (ii) be stored by City at no cost to City or (iii) be sold at public or private sale at no cost to City. Except as may be agreed to otherwise by City and Airline, all City property damaged by or as a result of the removal of Airline's property shall be restored by Airline to the condition existing before such damage at Airline's expense.

15.03 *Removal of Alterations, Additions or Improvements.*

15.03.1 Upon termination or expiration of this Agreement or prior to the time Airline vacates the Airline Premises, City shall have the right, in the Executive Director's sole discretion, to require Airline to remove any or all alterations, additions or improvements installed at the Airline Premises pursuant to Section 10.05, including without limitation any cabling installed by Airline or at Airline's direction. Airline shall remove any such alterations, additions or improvements from the Airport unless Airline obtains Executive Director's written consent to leave Airline's alterations, additions or improvements at the Airport. Airline shall ascertain from the Executive Director, at least eight (8) months prior to the Termination Date (or as soon as possible if this Agreement is terminated earlier than the Termination Date), whether City will require Airline to remove any alterations, additions or improvements or, if Airline desires to leave the alterations, additions or improvements, whether the City will accept such alterations, additions or improvements. If the Executive Director determines that all or any portion of the alterations, additions or improvements shall be removed, Airline shall, by no later than six (6) months prior to the Termination Date, provide a demolition plan to the Executive Director, which shall include a timeline for completion.

15.03.2 In the event Airline fails to remove, or expresses an intention not to remove, any alterations, additions or improvements installed at the Airline Premises pursuant to Section 10.05 required by the Executive Director to be



removed pursuant to this Section 15.03, City may enter upon the Airline Premises and remove such alterations, additions or improvements at the sole cost and expense of Airline. Airline agrees to promptly reimburse City for all costs and expenses of removal, plus ten percent (10%) thereof for administrative overhead, or such percentage as approved and established from time to time by the City Council. The obligation to reimburse City for such expenditures shall survive the termination of this Agreement. Any receipt showing payment by City of expenditures associated with the removal of Airline's alterations, additions or improvements shall be *prima facie* evidence that the amount of such payment was necessary and reasonable and made by City on Airline's behalf.

15.04 *Holding Over.* In the event Airline uses its Airline Premises without the written consent of City after this Agreement has been canceled or expires, Airline shall be deemed a month to month tenant at will, and Airline shall pay the charges required hereunder. Notwithstanding anything set forth herein to the contrary, Airline shall not be entitled to the revenue sharing detailed in Section 8.06 of this Agreement during any holdover period without the prior written approval or consent of City.

#### **Article 16 Assignment, Subletting, And Handling Agreements**

##### 16.01 *Assignment and Subletting by Airline.*

16.01.1 Airline shall not assign or transfer this Agreement or any interest therein nor sublet the whole or any portion of the Airline Premises without first obtaining City's written consent, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the consent of City first had and obtained, which consent shall not be unreasonably withheld. Airline shall not charge rent under any sublease that exceeds one hundred fifteen percent (115%) of the rent paid by Airline to City under this Agreement. Airline agrees that if at any time during the Term more than one-half (1/2) of the outstanding shares of any class of stock of Airline's corporation shall belong to any stockholders other than those who own more than one-half (1/2) of the outstanding shares of that class of stock at the time of the execution of this Agreement or to members of their immediate families, such change in ownership of the stock of Airline shall be deemed an assignment of this Agreement within the meaning of this Article (unless Airline is a corporation whose stock is listed on the New York Stock Exchange or other major stock exchange, in which case such an event will not be considered an assignment of this Agreement). Airline's entering into any operating agreement, license or other agreement where a third party, other than a subsidiary, affiliate, or code share partner of Airline, is given rights or privileges to utilize portions of the Airline Premises shall be considered an attempted assignment or subletting within the meaning of this section.

16.01.2 Notwithstanding anything set forth herein to the contrary, Airline shall have the right, without first obtaining City's written consent,

to assign or transfer this Agreement to (a) an entity controlling, controlled by or under common control with Airline or (b) a successor by merger, consolidation or acquisition to all or substantially all of the assets of Airline.

16.01.3 In the event that Airline shall, directly or indirectly, assign, sell, hypothecate, or otherwise transfer this Agreement, or any portion of Airline Premises, in contravention hereof without the prior written consent of City, City in its sole discretion may terminate this Agreement upon thirty (30) days written notice.

16.01.4 Airline shall include with any request for consent to assign or sublease a copy of the proposed assignment or sublease agreement. The assignment or sublease agreement submitted with Airline's request shall include the following information: (a) the term; (b) the area or space to be assigned or subleased; (c) the sublease rental to be charged; and (d) the provision that assignee or sublessee must execute a separate agreement with City for operating at the Airport. Any other information reasonably requested by City pertaining to said sublease or assignment shall be promptly provided by Airline. A fully executed copy of such sublease or assignment shall be submitted to City for final approval within sixty (60) days of the occupancy of Airline Premises, or any portion thereof, by the assignee or sublessee. Such sublease or assignment shall be substantially similar to the sublease or assignment that was submitted by Airline to City prior to such sublease or assignment for approval.

16.01.5 Airline shall include Sections 17.03 and 18.26 of this Agreement in all subleases and cause sublessees to similarly include clauses in further subleases.

16.01.6 Nothing in this Article 16 shall be construed to release Airline from its obligations under this Agreement, including but not limited to, the payment of rentals, fees, and charges provided herein.

16.02 *Handling Agreements.* In the event Airline agrees to ground handle any portion of the operations of another Air Transportation Company, Airline shall provide City advance written notice of such proposed activities, including a description of the type and extent of services to be provided and a ground handling agreement between Airline and the Air Transportation Company. Notwithstanding the foregoing, Airline shall not ground handle any Air Transportation Company which does not have consent of City for the operation of its Air Transportation Business at the Airport.

## **Article 17 Government Inclusion**

17.01 *Government Agreements.* This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government or other governmental authority relative to the operation or maintenance of the Airport or the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport to the extent that the provisions of any such

existing or future agreements are generally required by the United States or other governmental authority. City agrees to provide Airline with written advance notice of any provisions that would adversely modify the material terms of this Agreement.

17.02 *Federal Government's Emergency Clause.* All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

17.03 *Nondiscrimination.*

17.03.1 Airline for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree as a covenant running with the land that (a) no person on the grounds of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity disability, ethnicity or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airline Premises, and (b) in the construction of any improvements on, over, or under Airline Premises and the furnishing of services thereon, no person on the grounds of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity disability, ethnicity or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

17.03.2 In the event of a breach of any of the above nondiscrimination covenants which is not cured, City shall have the right to cancel this Agreement.

17.04 *Security.*

17.04.1 Airline acknowledges that security is of primary importance at the Airport and that security requirements are likely to change during the Term. Airline, its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, shall comply with security measures (a) required of Airline by the FAA or the TSA or by the City in accordance with applicable requirements of the FAA or the TSA or their authorized successor(s) or (b) contained in any Airport master security plan approved by the FAA or the TSA or their authorized successor(s).

17.04.2 Airline understands and agrees that security requirements may affect Airline's Air Transportation Business operations and costs. Airline further agrees that, in addition to the provisions of Section 13.01, it shall be strictly liable for the payment of any civil penalties assessed against City or Airline relating to security and resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, and Airline shall be solely and fully responsible for any and all

breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control.

## Article 18 General Provisions

### 18.01 *Subordination to Master Trust Indenture and Subordinated Financing Agreements.*

18.01.1 This Agreement and all rights granted to Airline hereunder are expressly subordinated and subject to the lien, covenants (including the rate covenants), and provisions of the pledges, transfer, hypothecation, or assignment made by City in the Master Trust Indenture and any Subordinated Financing Agreements. City and Airline agree that to the extent required by the Master Trust Indenture, any Subordinated Financing Agreements or law, the holders of the Bonds or Subordinated Indebtedness or their designated representatives shall have the right to exercise any and all rights of City hereunder.

18.01.2 City shall notify Airline in advance of any amendments or supplements to the Master Trust Indenture or any Subordinated Financing Agreements that would materially alter the terms and provisions of this Agreement or materially impact the levels of rentals, fees, and charges paid by Airline (herein referred to as "Material Amendments").

18.01.3 With respect to property leased by City to Airline hereunder which was or is to be acquired by City with proceeds of Bonds or Subordinated Indebtedness, the interest on which is, or is intended to be, excludable from the gross income of the holders of such Bonds or Subordinated Indebtedness for federal income tax purposes, the parties hereby covenant not to take or fail to take any action that would impair the tax-exempt status of such Bonds and Subordinated Indebtedness. In particular, Airline shall make an irrevocable election not to claim depreciation or an investment credit with respect to any property leased to Airline hereunder.

18.01.4 Airline agrees to execute all instruments, certificates, or other documents that are consistent with this Agreement, contain factually correct information and are reasonably requested by City to assist City and bond counsel in determining and assuring that Bonds and Subordinated Indebtedness are issued in compliance with applicable rules and regulations of the Internal Revenue Service and the Securities and Exchange Commission, and Airline shall provide whatever additional relevant information is reasonably requested by City initially or on an ongoing basis in connection with complying with any of those rules and regulations.

18.02 *Nonwaiver.* No waiver of default by either party of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions to be performed, kept, and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein.

18.03 *Passenger Facility Charge.* City reserves the right to assess and collect PFCs subject to the terms and conditions set forth in the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117 (the "PFC Act"), and implementing regulations as each of these may be supplemented or amended from time to time. Airline shall collect and pay all PFCs for which it is responsible under the provisions of 14 C.F.R. Part 158. Failure by Airline to remit PFCs within the time frame required by 14 C.F.R. Part 158 shall be grounds for immediate cancellation of this Agreement pursuant to Section 13.03.

18.04 *Quiet Enjoyment.*

18.04.1 City agrees that, so long as Airline's payment of rentals, fees, and charges is timely and Airline keeps all covenants and agreements contained herein, Airline shall peaceably have and enjoy its Airline Premises and all rights, privileges, and licenses of the Airport, its appurtenances and facilities granted herein, subject to the terms and conditions herein contained.

18.04.2 Consistent with the nature of Airline's business, Airline agrees that occupancy of its Airline Premises will be lawful and quiet and that it will not knowingly use or permit the use of Airline Premises in any way that would violate the terms of this Agreement, create a nuisance, or disturb other tenants or the general public. Airline shall be responsible for the activity of its officers, employees, agents, and others under its control with respect to this provision.

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

18.06 *Avigation Rights.* City reserves unto itself and its successors and assigns for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including the Airline Premises, for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air.

18.07 *Rules and Regulations.*

18.07.1 Airline and its officers, employees, agents, and others under its control shall observe and obey all laws, regulations, and orders of the federal, state, county and municipal governments and City (acting in its governmental capacity) which may be applicable to Airline's operations at the Airport.

18.07.2 City, acting in its governmental capacity, may from time to time adopt, amend, or revise the Rules and Regulations for reasons of safety, health, preservation of property, or for the maintenance of the good and orderly appearance or operation of the Airport (in adopting, amending or revising

the Rules and Regulations, City shall consult with the Signatory Airlines and shall give the Signatory Airlines 30-days' notice of any proposed change, except with respect to emergency changes to the Rules and Regulations). Airline and its officers, employees, agents, and others under its control shall faithfully comply with and observe such reasonable and non-discriminatory Rules and Regulations, except as they may conflict with the terms and provisions of this Agreement, or the regulations of another governmental entity having appropriate jurisdiction.

18.07.3 Airline shall be strictly liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire Term of this Agreement by any federal, state, or local governmental entity or any court of law having jurisdiction over Airline or Airline's operations and activities.

18.08 *Inspection.* Airline shall allow City's authorized representatives access to the Airline Premises for the purpose of examining and inspecting said premises; for purposes necessary, incidental to, or connected with the performance of City's obligations under this Agreement; or, in the exercise of City's governmental functions. Except in the case of an emergency, City shall conduct such inspections during reasonable business hours, after reasonable prior notice to Airline and in the presence of Airline's representative.

18.09 *Airline Operations Information and Planning.*

18.09.1 For planning purposes, Airline shall upon request cooperate to the greatest extent possible to furnish to City any and all pertinent information regarding Airline's current and future operations (including forecasts) at Airport. City shall be entitled, from time to time, to release consolidated statistics for all Air Transportation Companies providing Scheduled Operations at the Airport.

18.09.2 Airline shall discuss with City at the earliest date possible its consideration of changes to its operations or the type and series of aircraft used at the Airport (other than equipment substitution necessitated by occurrences beyond the control of Airline). City shall be entitled, from time to time, to release consolidated statistics for all Air Transportation Companies providing Scheduled Operations at the Airport.

18.10 *No Individual Liability.* No member, officer, agent, director, or employee of City or Airline shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

18.11 *Hazard Communication Standard.* Airline agrees at all times hereunder to be subject to regulations imposed by 29 C.F.R. Part 1910, "Hazard Communication." Airline agrees that it shall be solely responsible for any and all violations thereof resulting from the negligence or

intentional acts of omission or commission of its officers, employees, representatives, agents, servants, contractors, subcontractors, successors, assigns and suppliers.

18.12 *Relationship of Parties.* Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees, and charges, nor any other provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of landlord and tenant.

18.13 *Capacity to Execute.* Airline shall submit a copy of any corporate resolution, if requested by City, which authorizes any director or officer to act on behalf of Airline and which authorizes Airline to enter into this Agreement.

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

18.15 *Successors and Assigns Bound.* This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

18.16 *Incorporation of Exhibits.* All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

18.17 *Titles.* Paragraph titles are inserted only as a matter of convenience and for reference. They in no way define, limit, or describe the scope or extent of any provision of this Agreement.

18.18 *Severability.* In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either City or Airline in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

18.19 *Amendments.* Except as otherwise provided herein, no amendment, modification or alteration of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

18.20 *Other Agreements.* Other than as set forth herein, nothing contained in this Agreement shall be deemed or construed to nullify, restrict, or modify in any manner the provisions of any other lease or contract between City and Airline authorizing the use of the Airport, its facilities, and appurtenances.



18.21 *Approvals.*

18.21.1 Unless otherwise stated, whenever this Agreement calls for approval by City, such approval shall be evidenced by the written approval of the Executive Director.

18.21.2 Except as otherwise provided herein, any approval required by either party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

18.22 *Notice.*

18.22.1 All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing with proof of delivery. If intended for City, notices shall be delivered to:

Salt Lake City Department of Airports  
Executive Director  
P.O. Box 145550  
Salt Lake City, Utah 84114-5550

or to such other address as may be designated by City by written notice to Airline.

18.22.2 Notices to Airline shall be delivered to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as may be designated by Airline by written notice to City.

18.23 *Agent for Service.* It is expressly understood and agreed that if Airline is not a resident of the State of Utah, or is an association or partnership without a member or partner resident of said state, Airline shall appoint an agent for the purpose of service of process in any court action between it and City arising out of or based upon this Agreement. Airline shall immediately, within ten (10) days of execution of this Agreement, notify City, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of Utah for service upon a non-resident engaging in business in the state. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, Airline may be personally served out of the State of Utah by the registered mailing of such service at the address set forth in Section 18.22.

18.24 *Governing Law and Legal Forum.* This Agreement is to be read and construed in accordance with the laws of the State of Utah. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Salt Lake, or if federal jurisdiction is appropriate, exclusively in the United States District Court, District of Utah, Salt Lake City, Utah.

18.25 *Force Majeure.* Except as herein provided, neither City nor Airline shall be deemed to be in default if either party is prevented from performing any of the obligations, other than the payment of rentals, fees, and charges, by reason of strikes, boycotts, labor disputes, epidemics, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control.

18.26 *Americans with Disabilities Act and Air Carrier Access Act.* Airline shall be solely and fully responsible for ensuring that Airline's operations, wherever they may occur at the Airport, and any improvements made by Airline pursuant to Section 10.05, shall comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., as amended from time to time ("ADA"), and the Air Carrier Access Act, 49 U.S.C. § 41705, as amended from time to time ("ACAA"). Airline shall develop a work plan to correct or avoid any violations or non-compliance with the ADA or the ACAA. Airline shall deliver to the City, upon City's request, a copy of each such report and work plan. City's approval of or acceptance of any aspect of Airline's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity or practice complies with the ADA or the ACAA. Airline agrees to indemnify, defend, and hold the City harmless from any and all costs incurred by City with respect to Airline's failure to comply with the ADA or the ACAA for Airline's operations or any improvements made by Airline at the Airport.

City shall comply with the ADA and the ACAA as applicable to any facilities constructed by City and any improvements made by City at the Airport.

18.27 *Federal Grant Agreement Covenants.* Airline acknowledges that City is subject to Federal Grant Agreement obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to be bound by the following covenants provided by the FAA, as they may apply to Airline.

18.27.1 Airline for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated at the Airport for a purpose for which a DOT program or activity is extended, or for another purpose involving the provision of similar services or benefits, Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Sub-title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

18.27.2 Airline for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (a) no person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation or denied the benefits of, or otherwise be subjected to discrimination, (c) that Airline shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Sub-title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

18.27.3 That in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement, to re-enter and repossess any of said Airport premises and the facilities thereon, and to hold the same as if this Agreement had never been made or issued. This provision shall not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed including expiration of appeal rights.

18.27.4 Airline shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

18.27.5 Non-compliance with Section 18.27.4 above shall constitute a material breach of this Agreement and in the event of such non-compliance City shall have the right to terminate this Agreement and any estate hereby created without liability therefore or, at the election of City or the United States, either or both said governments shall have the right to judicially enforce Sections 18.27.1, 18.27.2, 18.27.3 and 18.27.4 of this Section 18.27.

18.27.6 Airline agrees that it shall insert or incorporate the above five provisions 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 at the Airport.

18.27.7 Airline assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This paragraph obligates Airline or its transferee for the period during which Federal assistance is extended to the airport program, except where

Federal assistance is to provide, or is in the form of, personal property or real property or interests therein or structures or improvements thereon. In these cases, this paragraph obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this paragraph binds the contractors from the bid solicitation period through the completion of the contract.

18.27.8 Notwithstanding anything set forth herein to the contrary, to the extent required: (a) under the Master Trust Indenture; (b) under any Subordinated Financing Agreement; or (c) by the FAA, the DOT, the TSA or a similar governmental authority, other than City, having jurisdiction over the Airport, City reserves the right to further develop or improve the landing area of the Airport as required, regardless of the desires or views of Airline and without interference or hindrance.

18.27.9 This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation or maintenance of the Airport.

18.27.10 Airline agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Airport premises or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

18.27.11 Airline, by accepting this Agreement, agrees for itself and its successors and assigns that it will not make use of the Airport premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Airport premises and cause the abatement of such interference at the expense of Airline.

18.27.12 Airline, by accepting this Agreement, expressly agrees for itself and its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Airport premises, above the main sea level elevation that would exceed FAR Part 77 standards or elevations affecting the Airport navigable airspace. In the event the aforesaid covenants are breached, City reserves the right to enter upon the permitted premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Airline.

18.28 *FAA Modifications for Grants of Funds.* In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Agreement, City shall give notice of any such requirement to Airline and Airline

agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable City to obtain said FAA funds.

18.29 *Prohibition of Gifts.* Airline is familiar with City's prohibition against the acceptance of any gift by a City officer or employee or former City officer or employee, which prohibition is found in Chapter 2.44 of the Salt Lake City Code, as such chapter may be amended. Airline represents that it has not (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44 of the Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance. Airline agrees not to offer any City officer or employee or former City officer or employee any gift prohibited by Chapter 2.44 of the Salt Lake City Code and agrees to abide by all laws applicable to it with respect to the making or offering of gifts or things of value to City officers or employees or former City officers or employees.

18.30 *Taxes.*

18.30.1 Airline shall pay, but such payment shall not be considered part of Airport Revenue, all taxes, assessments and charges of a like nature, if any (including any possessory interest tax), which at any time during the term of this Agreement may be levied against Airline or become a lien by virtue of any levy, assessment or charge against Airline by the United States Government, the State of Utah, Salt Lake County or any governmental successor in authority to the foregoing, or any other tax- or assessment-levying bodies, in whole or in part, upon or in respect to (a) the Airline Premises or such facilities of the Airport as are made available for use by Airline hereunder or (b) any personal property belonging to Airline situated on or in the Airline Premises. The property interest of Airline, if any, created by this Agreement may be subject to property taxation, and Airline may be subject to the payment of property tax levied on such interest. Payment of such additional charges for all such taxes, assessments and charges, when and if levied or assessed, shall be made by Airline directly to the taxing or assessing authority charged with collection thereof, in which event Airline shall be responsible for obtaining bills for all of said taxes, assessments and charges and promptly providing City with evidence of payment therefore.

18.30.2 Airline may, at its expense, contest the amount or validity of any tax or assessment or the inclusion of the Airline Premises as taxable or assessable property directly against the taxing or assessing authority. Airline shall indemnify City from all taxes, penalties, costs, expenses, and attorneys' fees incurred by City resulting directly or indirectly from all such tax contests other than contests of City-imposed taxes.

18.30.3 Upon any termination of this Agreement, all lawful taxes then levied or a lien upon any of such property or taxable interest therein shall be paid in full by Airline forthwith or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between the attachment of the lien and the issuance of the statement.

18.31 *Waiver of Visual Artists Rights.* Airline shall not install any object in the Airline Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 ("VARA") unless and until Airline has (a) obtained the prior written approval of the Executive Director and (b) provided City with a written waiver from the author of such work of visual art, in form and substance reasonably satisfactory to City, which waiver shall identify specifically the work of visual art and the uses of that work to which the waiver applies in accordance with 17 U.S.C. § 106A(e)(1).

18.32 *Exclusiveness of Airline's Rights.* Nothing contained in this Agreement shall be deemed to grant to Airline any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a)(4) with respect to activity on the Airport, except that, subject to the terms and provisions of this Agreement, Airline shall have the right to exclusive possession of any Exclusive Use Premises made available to Airline under the provisions of this Agreement.

18.33 *No Third-Party Beneficiaries.* There are no third-party beneficiaries to this Agreement other than as specifically provided in Sections 7.02 and 7.03 hereof.

18.34 *Liens and Encumbrances.* Airline shall keep the Airline Premises free and clear of any liens and encumbrances arising or growing out of Airline's use and occupancy of the Airline Premises or activities at the Airport. Airline agrees to fully indemnify and defend City in connection with any such liens filed against the Airline Premises. At City's request, Airline shall furnish City with written proof of payment of any item that would or might constitute the basis for such a lien on the Airline Premises if not paid.

18.35 *Labor Disputes.* Airline agrees to use reasonable efforts to avoid disruption to City, its tenants or members of the public arising from labor disputes involving Airline, and in the event of a strike, picketing, demonstration or other labor difficulty involving Airline, to use its good offices, including the utilization of available legal remedies, to minimize or eliminate any disruption to City, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

18.36 *SEC Rule 15c2-12.* Airline, upon request by City, shall provide City with such information as City may reasonably request in writing to comply with City's continuing disclosure requirements under SEC Rule 15c2-12 as it may be amended from time to time; provided, however, that Airline may in lieu of providing the requested information direct City to an Airline or SEC website where the requested information is then currently available. Airline covenants that any information so provided, either directly or by reference to any website, shall not misstate any material fact and shall not fail to state any fact necessary, in light of the circumstances under which the information is provided, in order to make the information provided not misleading.

18.37 *Government Records Access and Management Act.* City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Airline pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Airline. Any materials for which Airline claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Airline explaining Airline's claim of exemption from disclosure. City will make reasonable efforts to notify Airline of any requests made for disclosure of documents submitted under a claim of confidentiality. Airline may, at Airline's sole expense, take any appropriate actions to prevent disclosure of such material. Airline specifically waives any claims against City related to disclosure of any materials required by GRAMA.

18.38 *Contracting on More Favorable Terms.*

18.38.1 City covenants and agrees that in the event it enters into any lease, contract or any other agreement with any other Air Transportation Company containing more favorable terms than this Agreement, or grants to any Air Transportation Company rights, privileges, or concessions at the Airport which are not accorded Airline hereunder, it shall advise Airline of such action and this Agreement shall, at Airline's option, be amended to incorporate such rights, terms, privileges and concessions, or any of them, as part of this Agreement.

18.38.2 In the event that any Air Transportation Company shall undertake any operations at the Airport for the carriage of passengers, cargo or mail by air, City shall require, to the extent legally permissible, such Air Transportation Company to execute and deliver an agreement, lease, permit or contract with City providing for the payment of Landing Fees and Terminal Rents and Other Fees and Charges that are not less than those rates then in effect for the Signatory Airlines.

18.39 *Memorandum of Lease.* In the event that City so requests, Airline shall execute, attest, acknowledge, and deliver for recording a short form Memorandum of Lease of this Agreement.

18.40 *Entire Agreement.* It is understood and agreed that this instrument contains the entire agreement between the parties hereto with respect to the subject matter hereof and it may not be modified or amended except by a written instrument that is signed by both parties. It is further understood and agreed by Airline that City and City's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except such as are in this Agreement expressly set forth, and no claim or liability or cause for termination shall be asserted by Airline against City for, and City shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals as of the 1<sup>st</sup> day of July, 2010.

SALT LAKE CITY CORPORATION

\_\_\_\_\_  
MAUREEN RILEY  
EXECUTIVE DIRECTOR  
SALT LAKE CITY DEPARTMENT OF  
AIRPORTS

ATTEST:

\_\_\_\_\_  
CITY RECORDER



By \_\_\_\_\_

Its \_\_\_\_\_



STATE OF \_\_\_\_\_)

: ss.

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, personally appeared before me  
(Date)

\_\_\_\_\_, who being by me duly sworn,  
(Name of person signing Agreement)

did say that s/he is the \_\_\_\_\_  
(Title of person signing Agreement)

of \_\_\_\_\_, a corporation validly existing under the laws of the state of \_\_\_\_\_; and that said instrument was signed on behalf of said corporation by authority of a resolution or bylaws of its Board of Directors; and said person acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

Exhibit A  
Airport Boundaries, Premises, and Space



Exhibit A-1  
Airport Construction

10/1/88



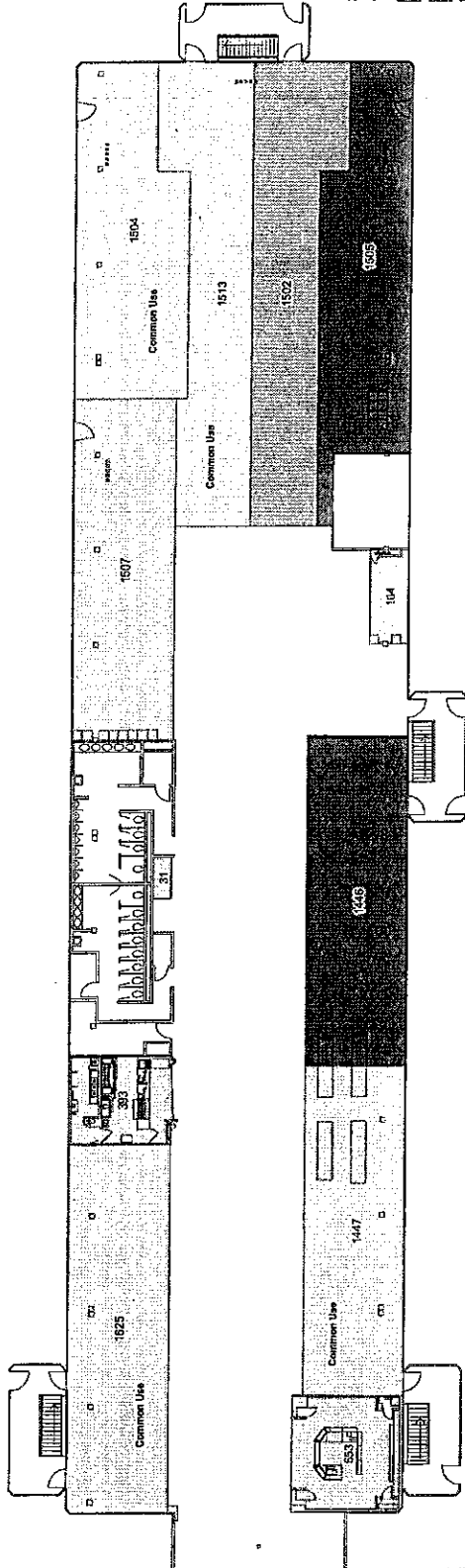
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Exhibit A-2

Tenant / Space Type	Conc A		Conc B		Conc C		Conc D		Conc E		TU1		TU2		TU2 Tower		Int'l Term		Int'l Term		Basement	Totals
	GL	SL	GL	SL	GL	SL	GL	SL	All	GL	SL	3-6	GL	SL	GL	SL	GL	SL	GL	SL		
American	1,373	1,446										1,968	238									American
Conditioned																						5,025
Unconditioned	121											3,463										3,584
Continental																						Continental
Conditioned			648	1,756								218										2,622
Unconditioned																						0
Delta			12,666	10,004	33,495	23,383	19,643	23,365														Delta
Conditioned																						191,671
Unconditioned							14,547		37,847													120,268
Frontier																						Frontier
Conditioned		1,505										1,681										3,186
Unconditioned												1,678										1,678
JetBlue																						JetBlue
Conditioned		1,502										1,473										2,975
Unconditioned												1,451										1,451
Southwest																						Southwest
Conditioned	1,658		17,600	3,647								5,299										28,204
Unconditioned												6,255										6,255
United																						United
Conditioned			2,023	3,421								4,272										9,716
Unconditioned												5,322										5,322
US Airways																						US Airways
Conditioned	1,739	1,507										1,775										5,021
Unconditioned												2,255										2,255
Other Rentable Space																						
Conditioned	4,860	7,230	10,820	2,436			7,421	5,923				24,870	30,323	16,462	5,419	27,881	4,557	5,577			12,237	153,779
Unconditioned			317								6,023											18,577
Common Airline Use																						
Conditioned												14,861		14,806								29,667
Unconditioned												5,342										5,342
Customs																						Customs
Customs								8,101														45,516
Unleasable Space																						
Unleasable	1,612		4,475																			6,087
Totals	11,363	13,190	48,549	21,264	33,495	30,804	34,190	37,389	37,847	88,206	30,561	16,462	99,490	51,198	3,474	63,974	14,508	12,237				648,201

Effective date: 7/1/2010  
Revised: 5/13/2010

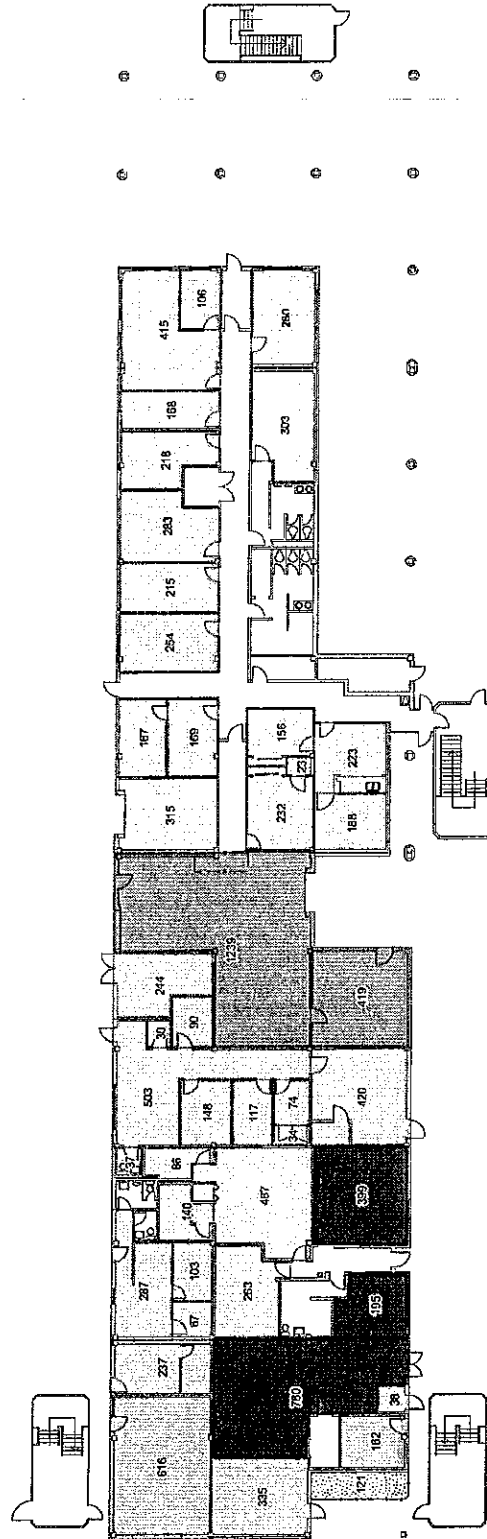
**Concourse A Second Level**



**Second Level A Concourse**

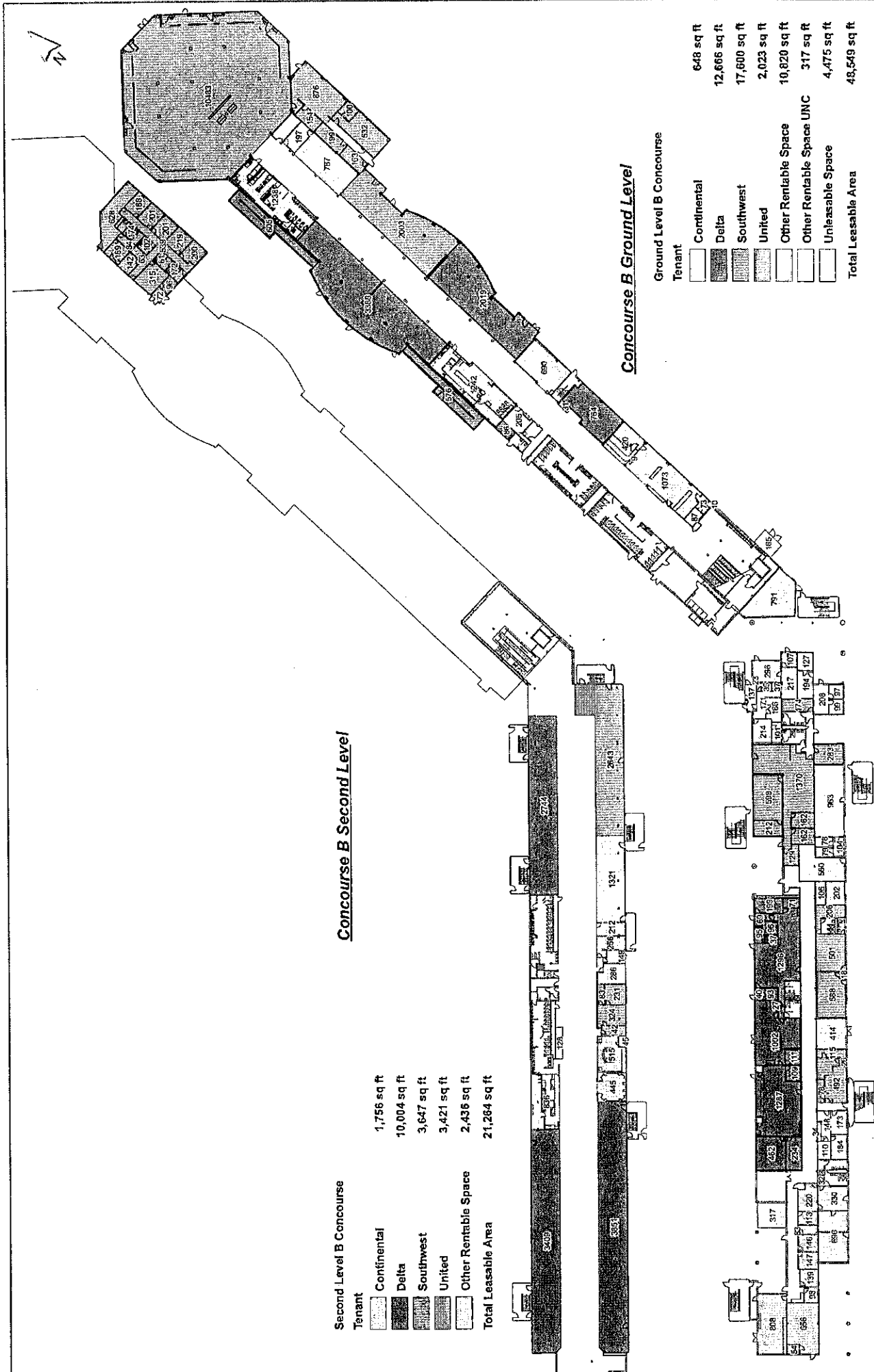
Tenant	Area (sq ft)
American	1,446 sq ft
Frontier	1,505 sq ft
JetBlue	1,502 sq ft
US Airways	1,507 sq ft
Other Rentable Space	7,230 sq ft
<b>Total Leasable Area</b>	<b>13,190 sq ft</b>

**Concourse A Ground Level**



**Ground Level A Concourse**

Tenant	Area (sq ft)
American	1,373 sq ft
American UNC	121 sq ft
Southwest	1,658 sq ft
US Airways	1,739 sq ft
Other Rentable Space	4,860 sq ft
Unleasable Space	1,612 sq ft
<b>Total Leasable Area</b>	<b>11,363 sq ft</b>



**Concourse B Second Level**

**Second Level B Concourse**

Tenant	Area (sq ft)
Continental	1,756 sq ft
Delta	10,004 sq ft
Southwest	3,647 sq ft
United	3,421 sq ft
Other Rentable Space	2,436 sq ft
<b>Total Leasable Area</b>	<b>21,284 sq ft</b>

**Concourse B Ground Level**

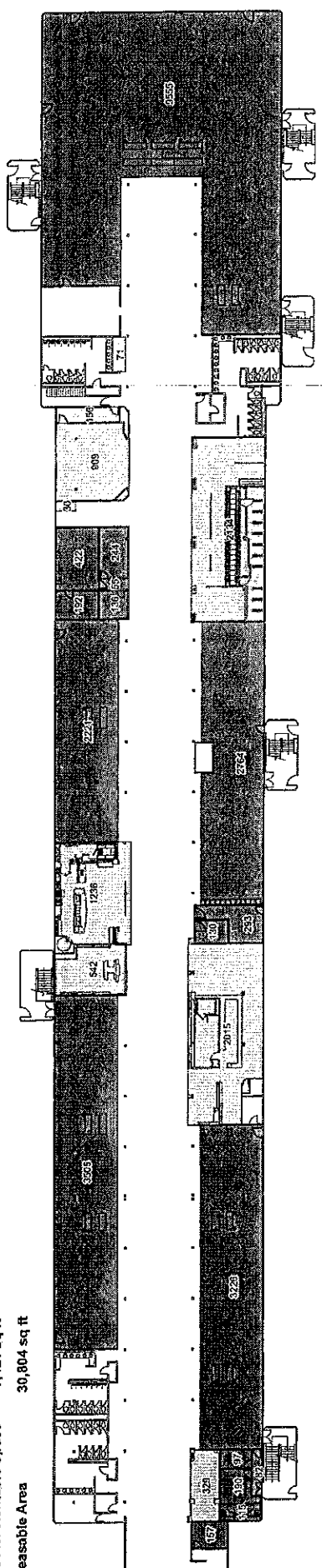
**Ground Level B Concourse**

Tenant	Area (sq ft)
Continental	648 sq ft
Delta	12,666 sq ft
Southwest	17,600 sq ft
United	2,023 sq ft
Other Rentable Space	10,820 sq ft
Other Rentable Space UNC	317 sq ft
Unleasable Space	4,475 sq ft
<b>Total Leasable Area</b>	<b>48,549 sq ft</b>

**Concourse C Second Level**



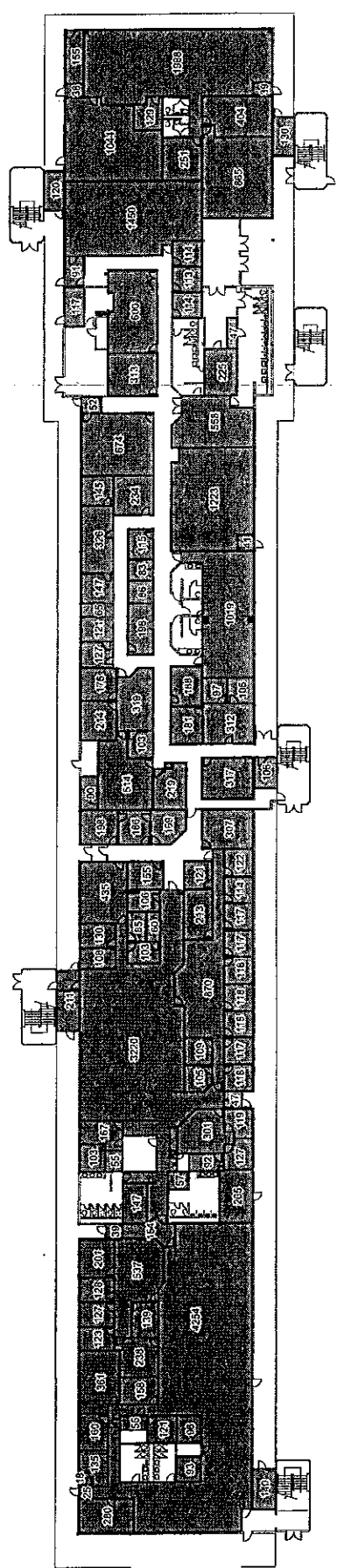
Second Level C Concourse  
 Tenant 23,363 sq ft  
 7,421 sq ft  
 Total Leasable Area 30,804 sq ft



**Concourse C Ground Level**



Ground Level C Concourse  
 Tenant 33,495 sq ft  
 33,495 sq ft  
 Total Leasable Area 33,495 sq ft



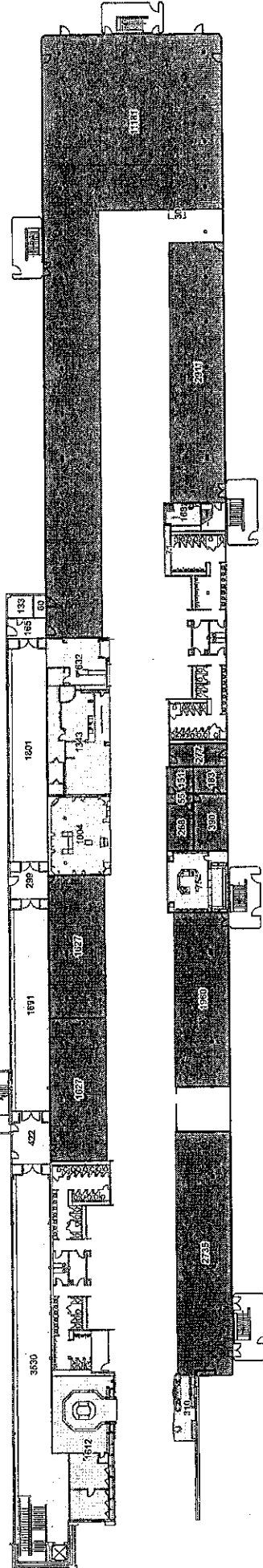


**Concourse D Second Level**



**Second Level Concourse D**

Tenant	23,365 sq ft
Delta	8,101 sq ft
Customs	5,923 sq ft
Other Rentable Space	37,389 sq ft
<b>Total Leasable Area</b>	

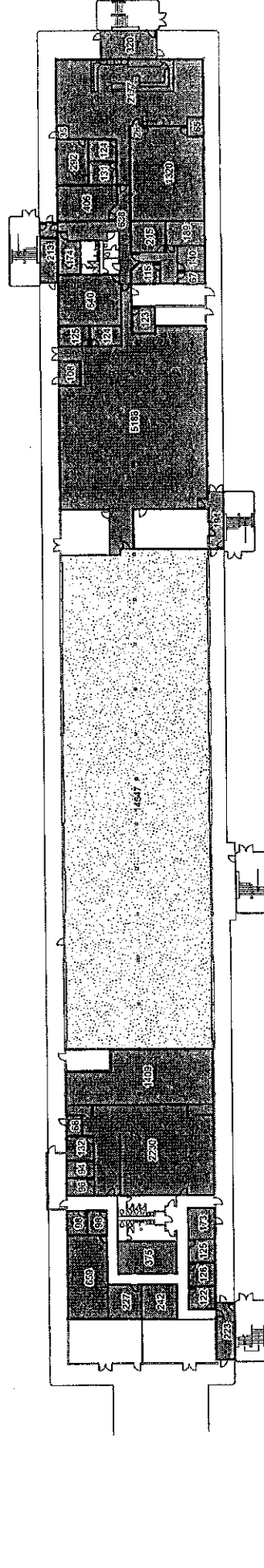


**Concourse D Ground Level**

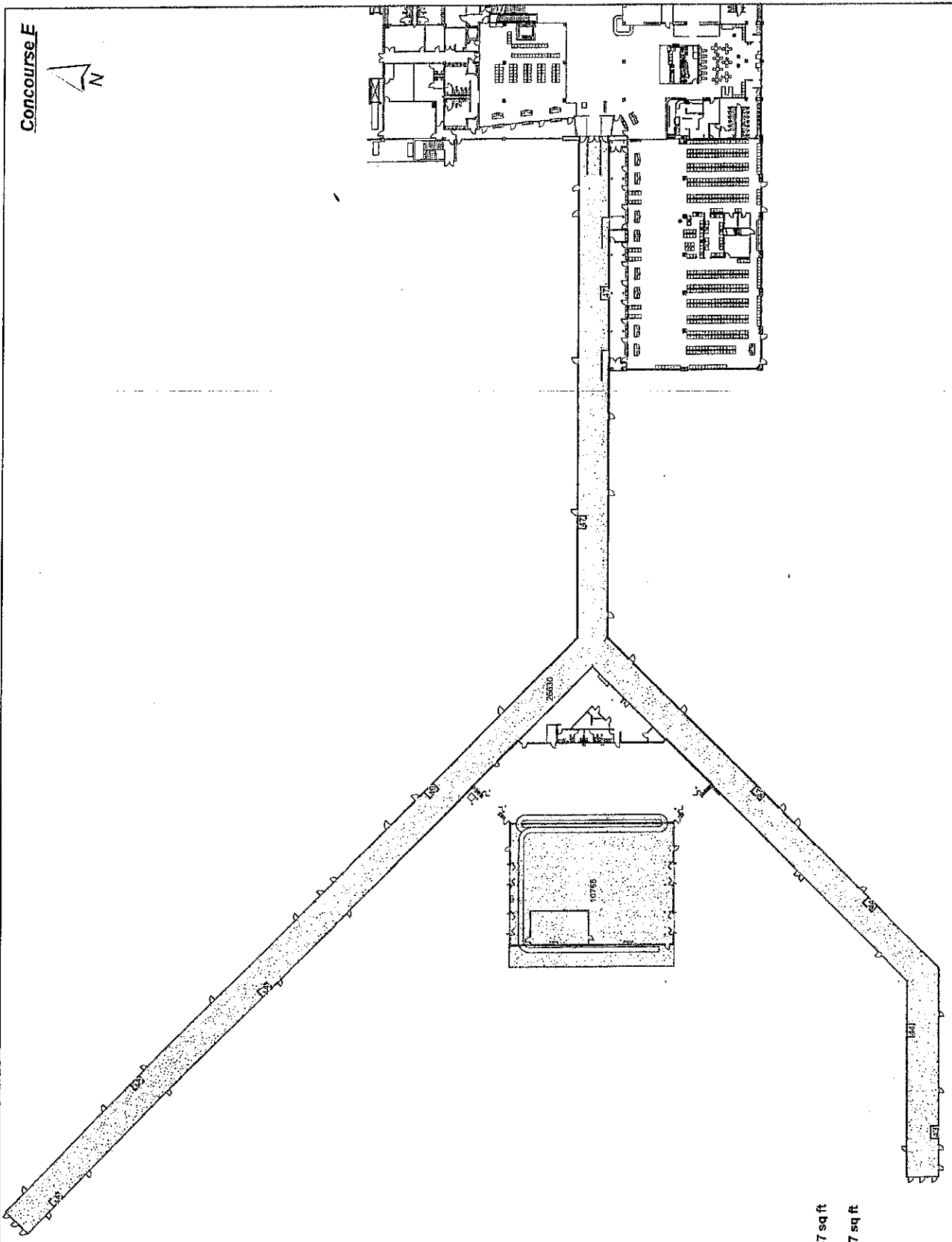


**Ground Level Concourse D**

Tenant	19,643 sq ft
Delta	14,547 sq ft
Delta Unconditioned	34,191 sq ft
<b>Total Leasable Area</b>	

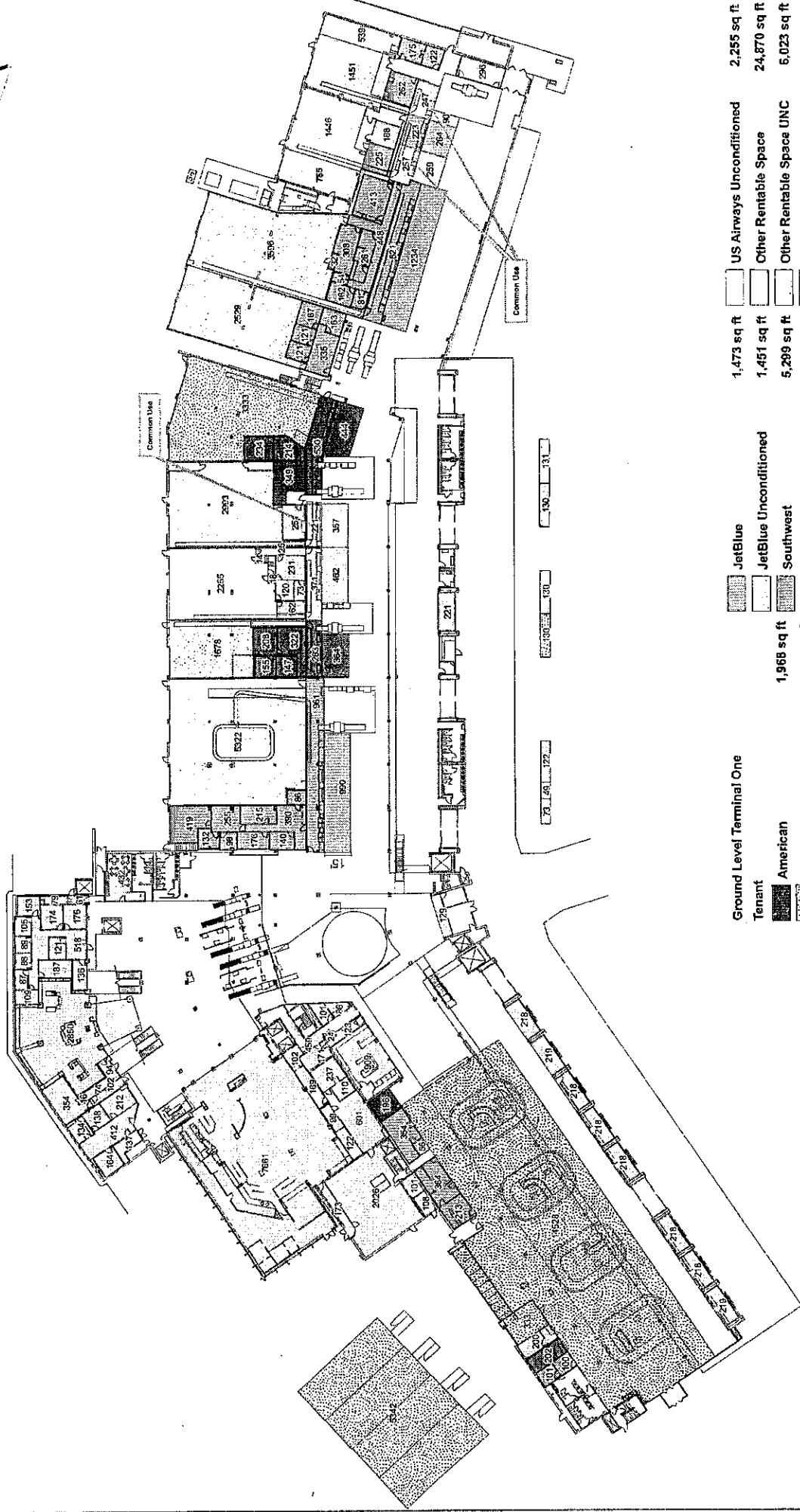


Concourse F



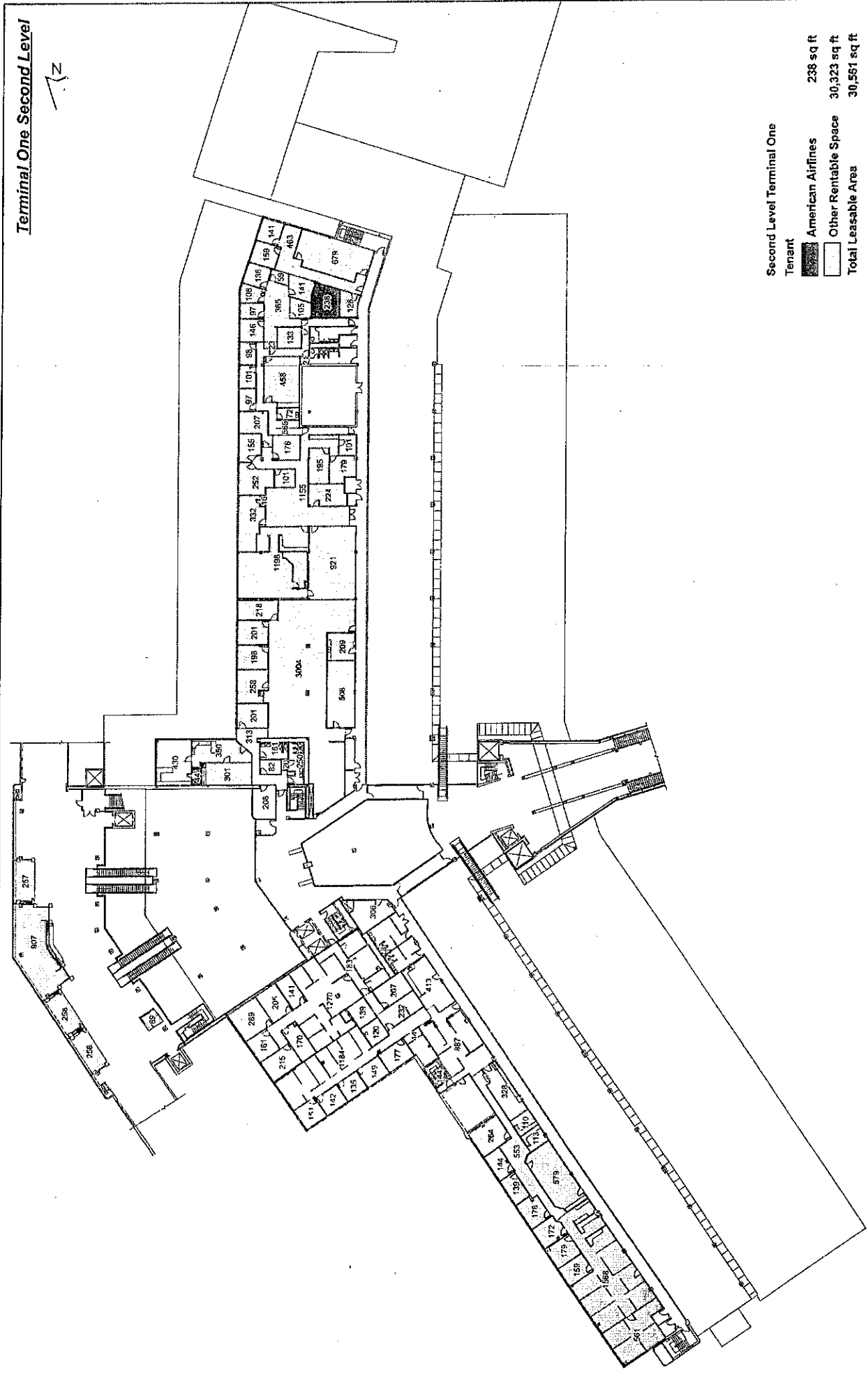
Ground Level Concourse E	
Tenant	
Delta Unconditioned	37,847 sq ft
Total Leasable Area	37,847 sq ft

**Terminal One Ground Level**



Ground Level Terminal One		JetBlue		US Airways Unconditioned	
	American Unconditioned		JetBlue Unconditioned		US Airways Unconditioned
	1,968 sq ft		1,968 sq ft		1,473 sq ft
	American Unconditioned		Southwest		Other Rentable Space
	3,463 sq ft		Southwest Unconditioned		24,870 sq ft
	Confidental		United		Common Airline Use
	218 sq ft		United Unconditioned		6,023 sq ft
	Frontier		US Airways		Common Use Unconditioned
	1,681 sq ft				14,861 sq ft
	1,678 sq ft				Common Use Unconditioned
					5,342 sq ft
					88,206 sq ft
					1,775 sq ft

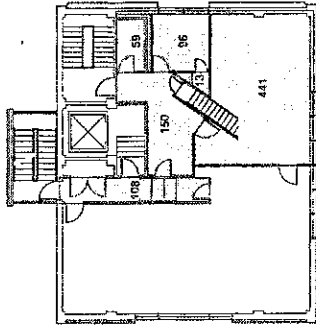
**Terminal One Second Level**



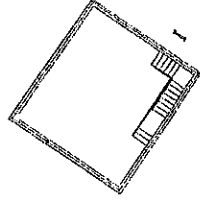
Second Level Terminal One

Tenant	American Airlines	Other Rentable Space	Total Leasable Area
	238 sq ft	30,323 sq ft	30,561 sq ft

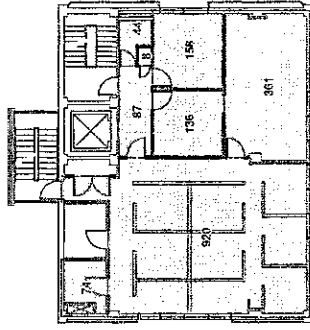
Terminal One Levels Three Thru Six



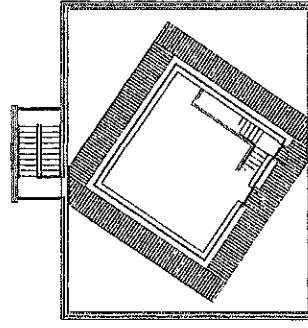
**Level Six**



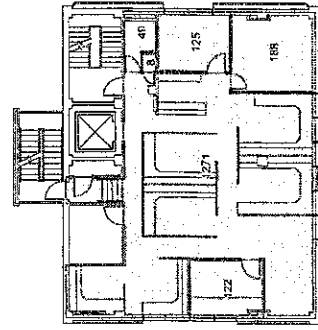
**Cab Level**



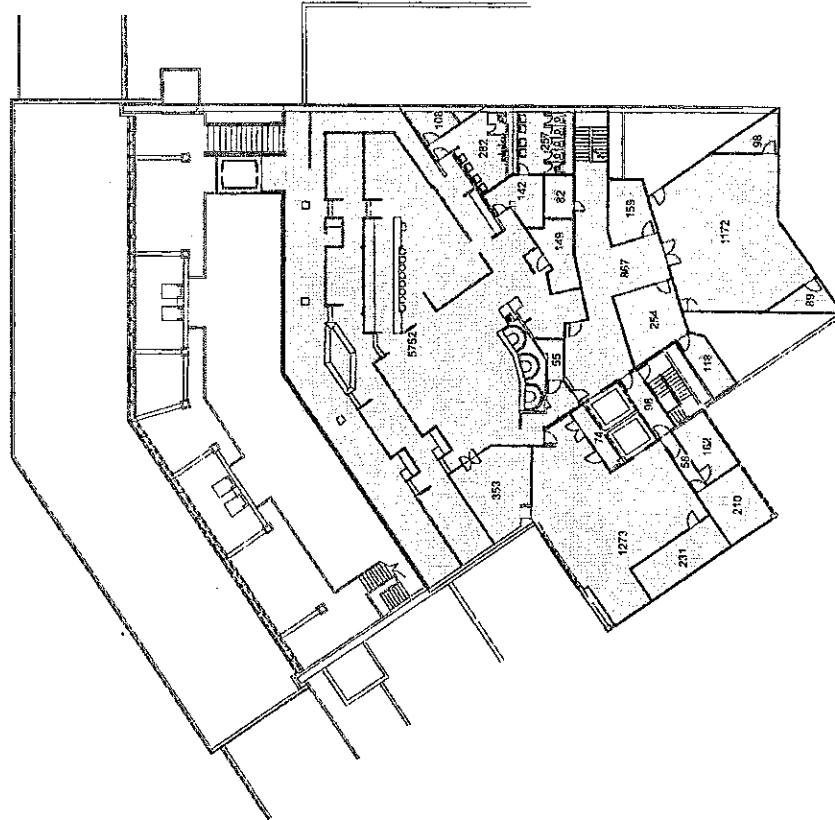
**Level Five**



**Access Level**



**Level Four**



**Level Three**

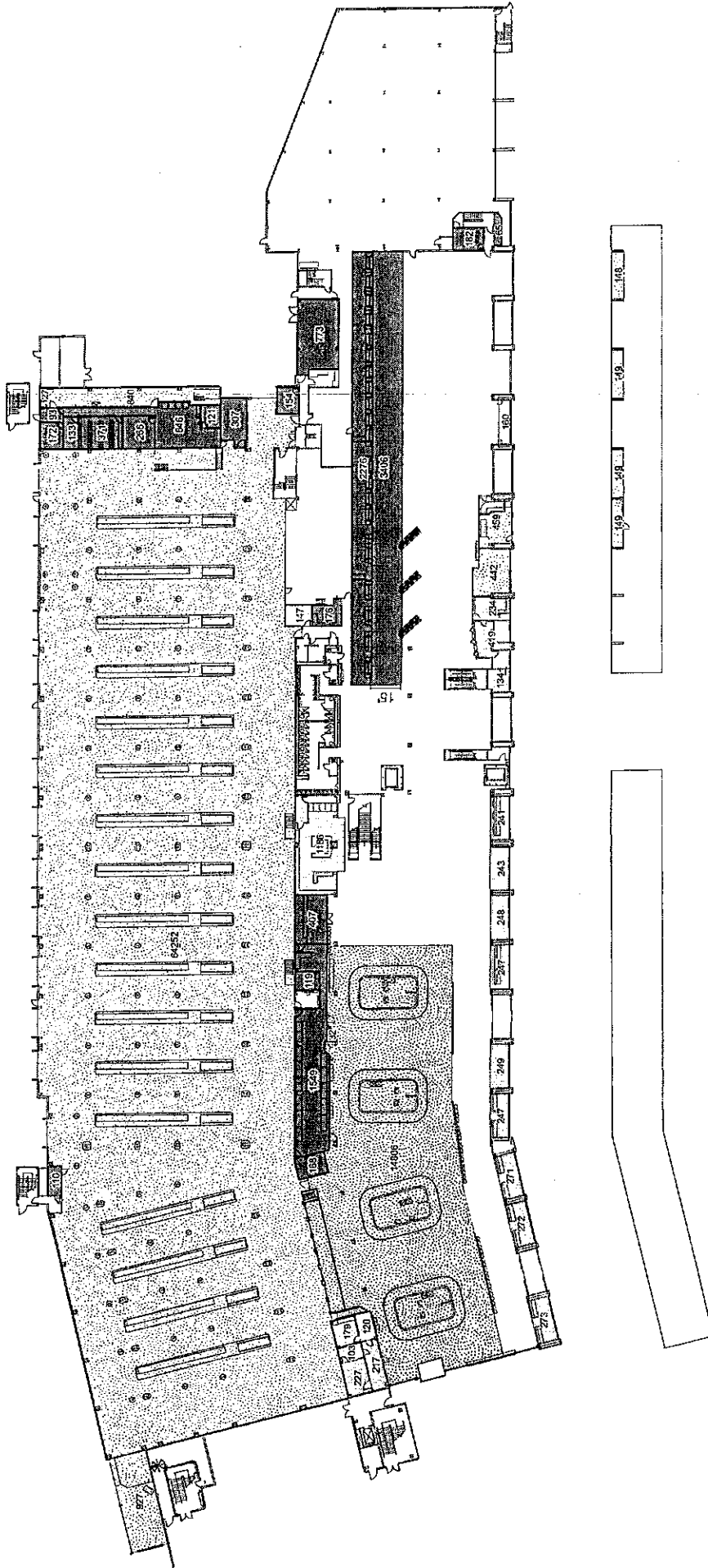
Terminal One Levels Three - Six

Tenant

Other Rentable Space 16,462 sq ft

Total Leasable Area 16,462 sq ft

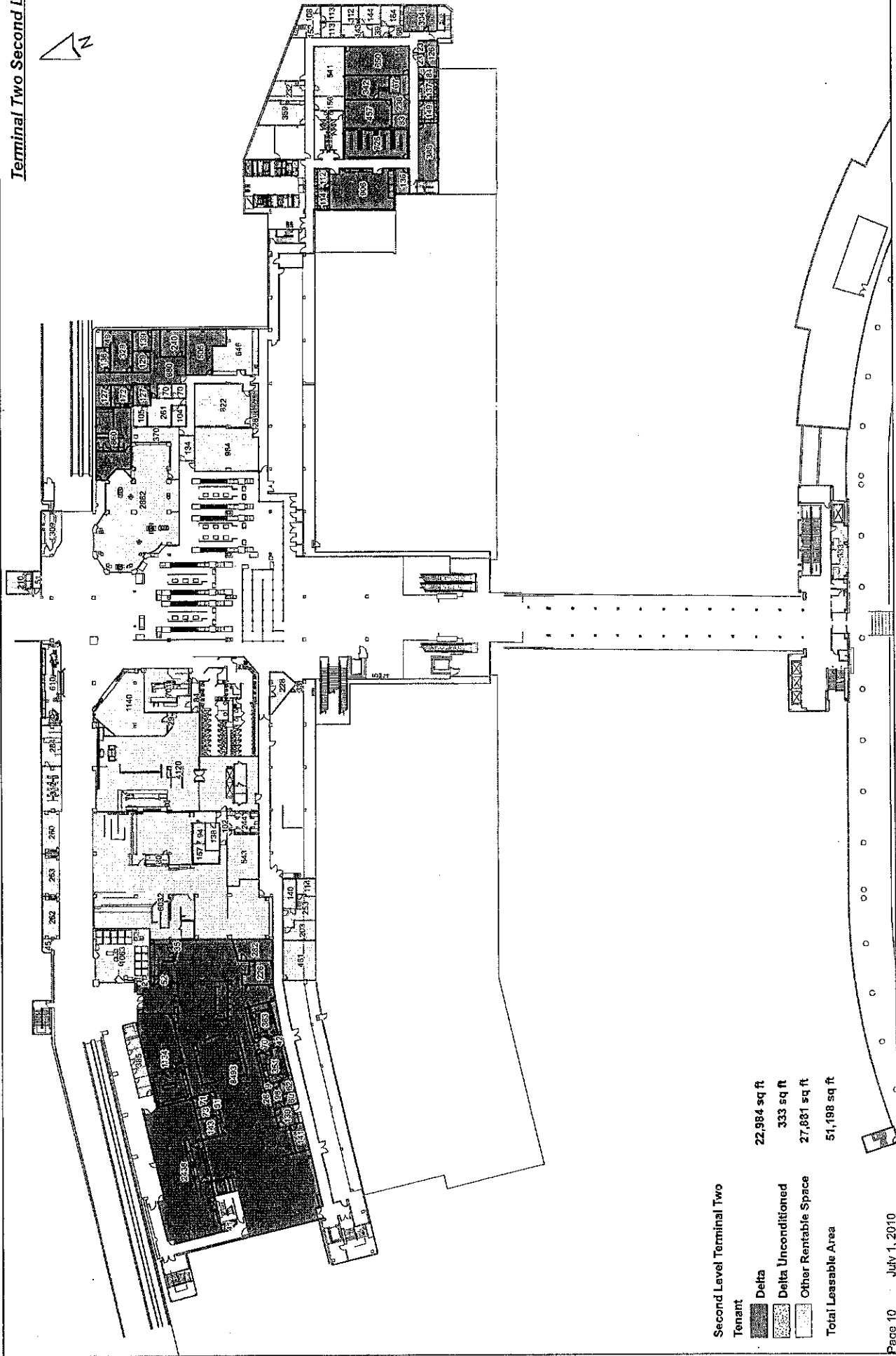
**Terminal Two Ground Level**



**Ground Level Terminal Two**

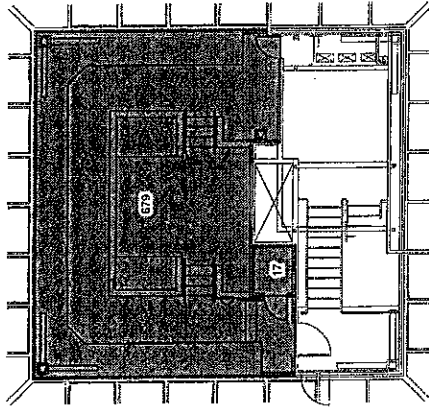
Tenant	Area (sq ft)
Delta	11,724 sq ft
Delta Unconditioned	67,541 sq ft
Common Airline Use	14,808 sq ft
Other Rentable Space	5,419 sq ft
<b>Total Leasable Area</b>	<b>99,490 sq ft</b>

**Terminal Two Second Level**

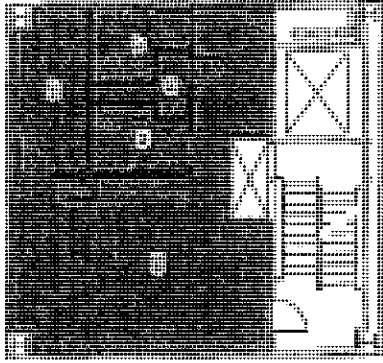


Second Level Terminal Two	
Tenant	22,984 sq ft
Delta	333 sq ft
Delta Unconditioned	27,881 sq ft
Other Rentable Space	51,198 sq ft
Total Leasable Area	

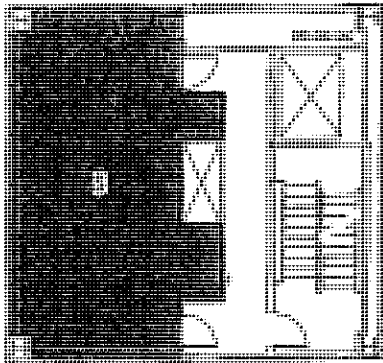
**Terminal Two Tower**



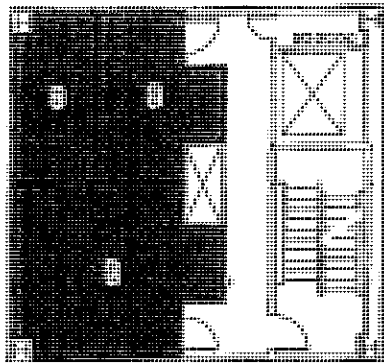
Level Eight



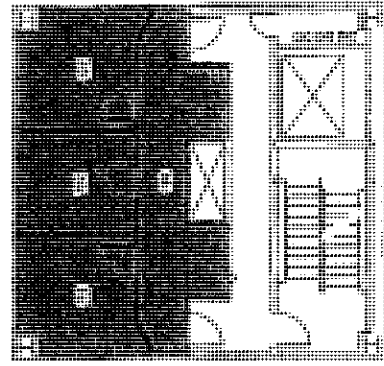
Level Seven



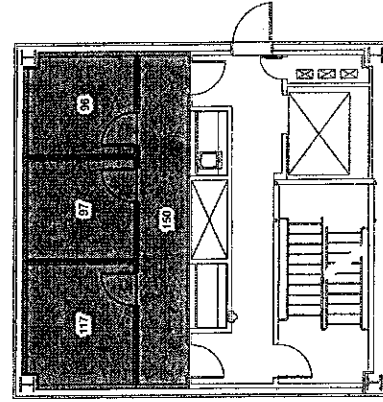
Level Six



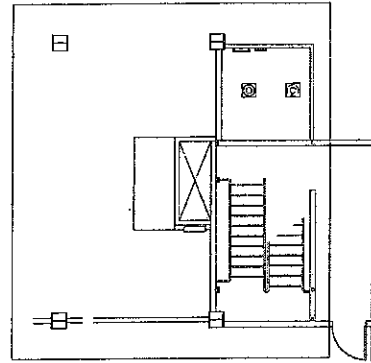
Level Five



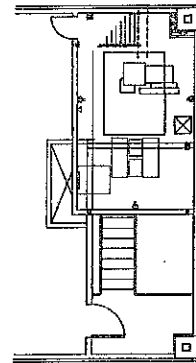
Level Four



Level Three



Level Two



Level One

Level Four		
Terminal Two Tower		
Tenant	Delta	3,474 sq ft
Total Leasable Area		3,474 sq ft

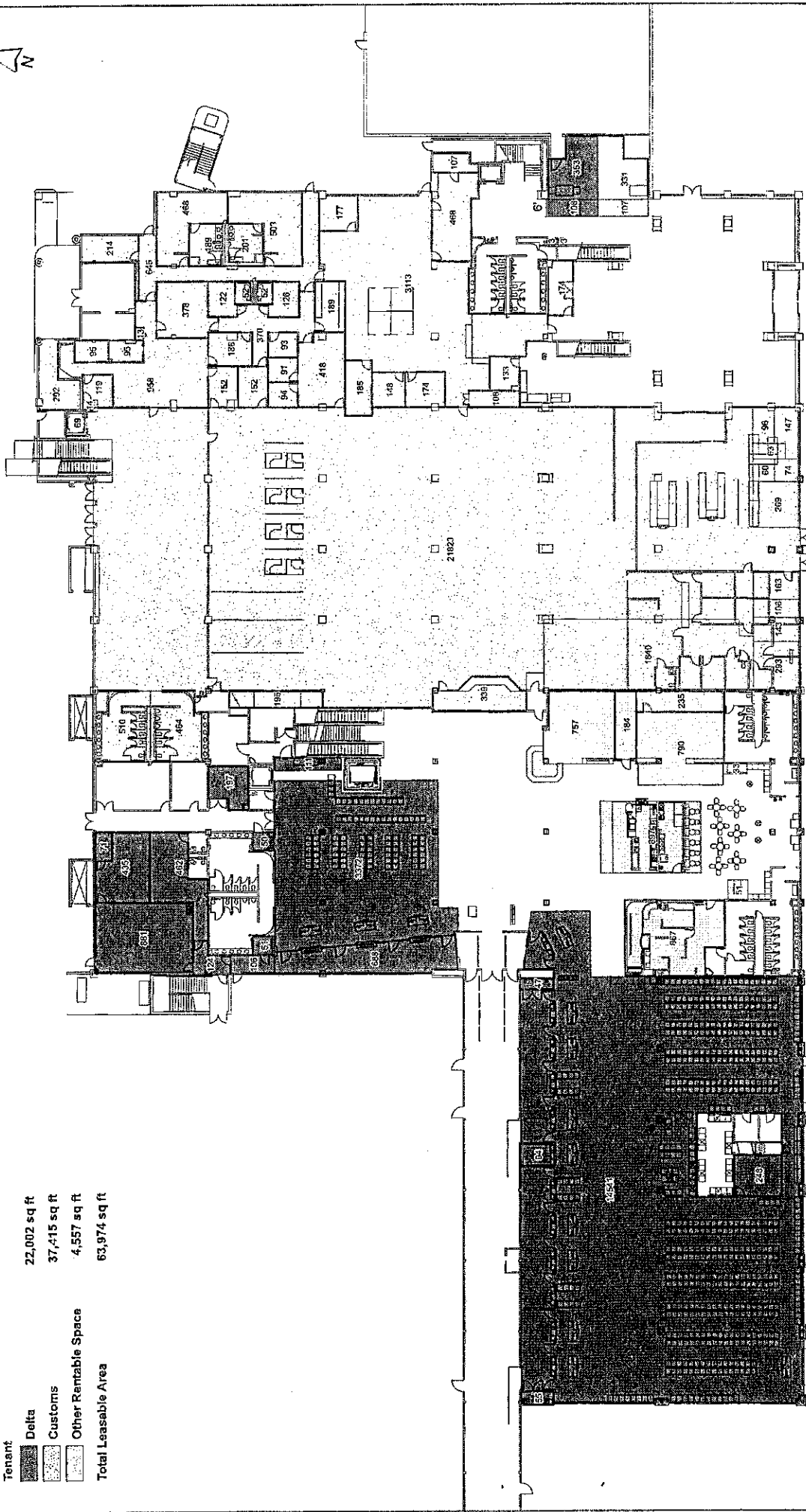


**Ground Level International Building**

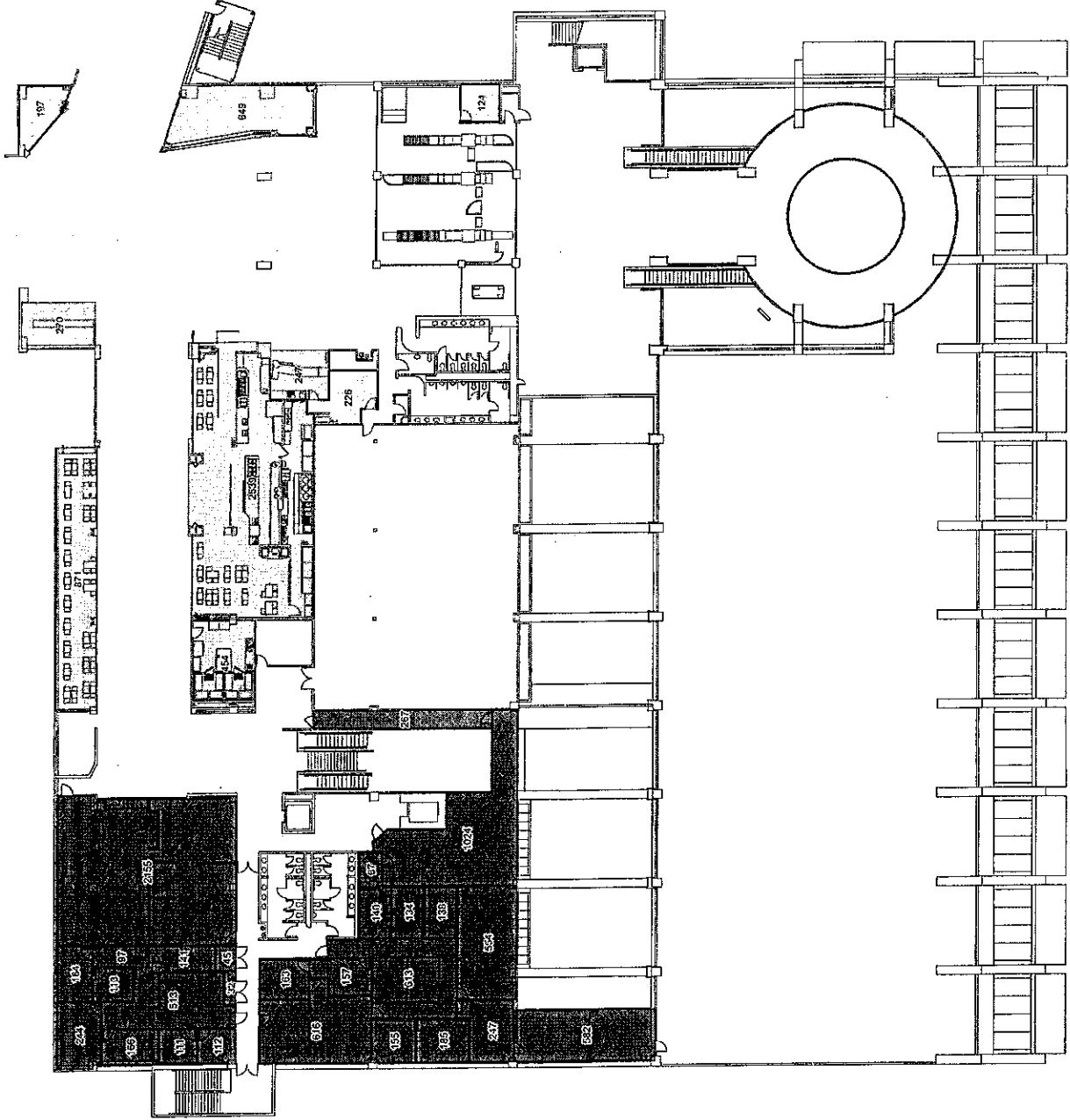
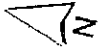


Ground Level IT  
 Tenant  
 Delta  
 Customs  
 Other Rentable Space  
 Total Leasable Area

22,002 sq ft  
 37,415 sq ft  
 4,557 sq ft  
 63,974 sq ft

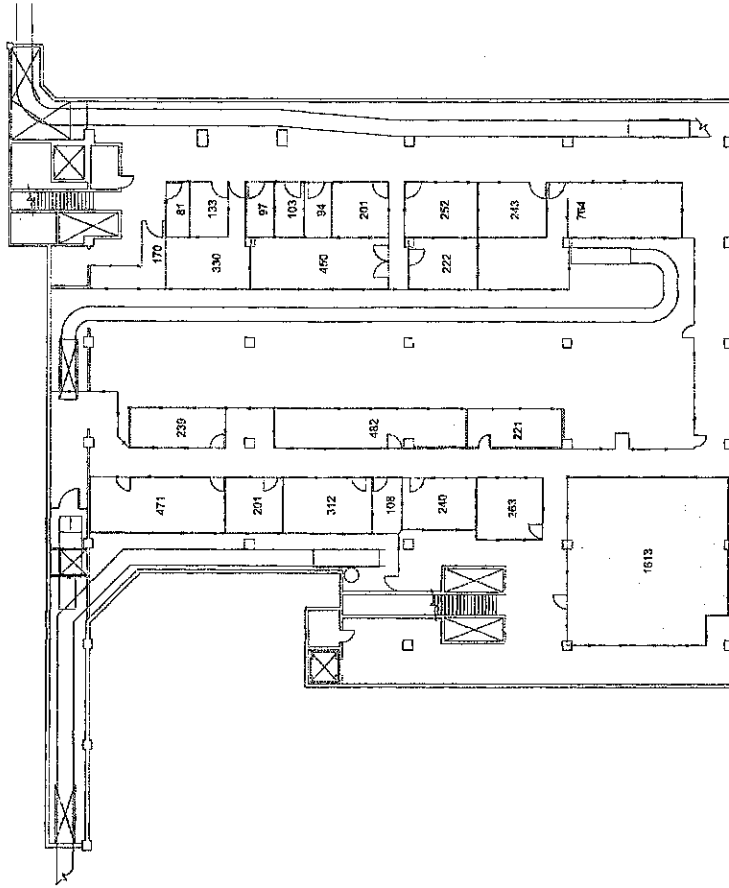


**Second Level International Building**



Second Level IT	
Tenant	8,931 sq ft
Delta	5,577 sq ft
Other Rentable Space	14,508 sq ft
Total Leasable Area	

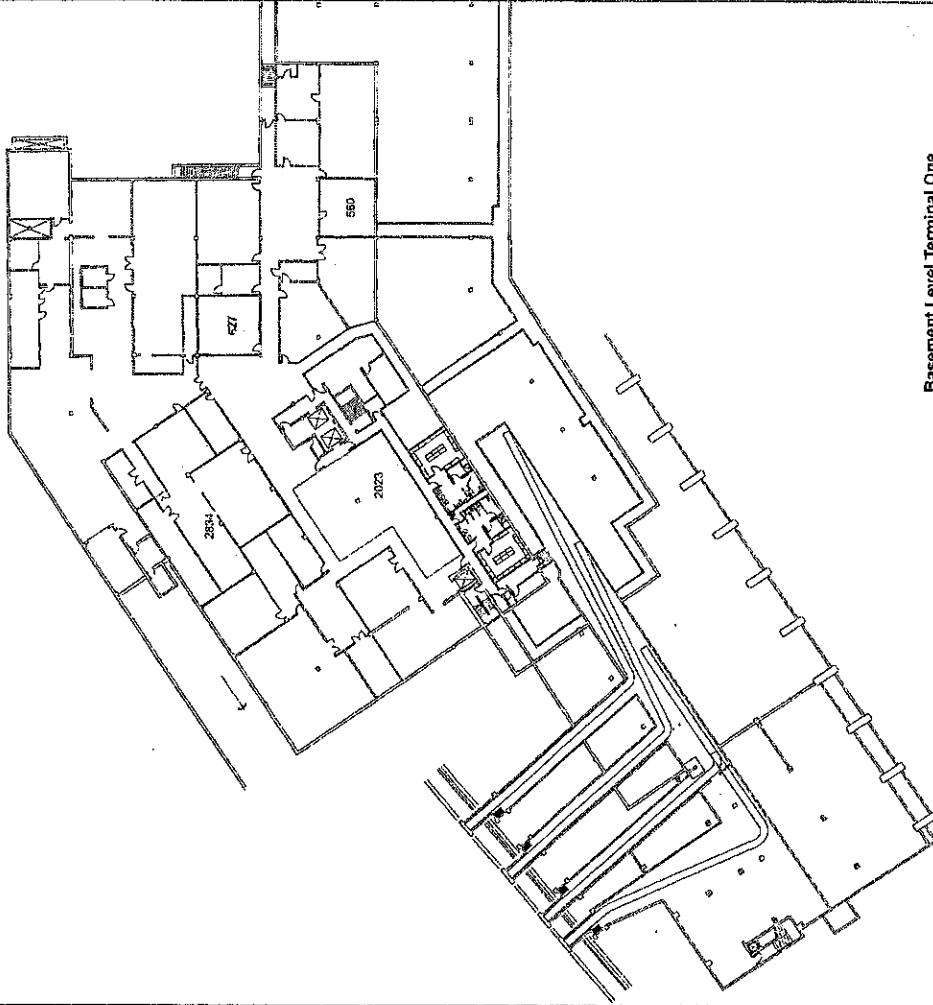
**Basement Level International Building**



Basement Level International Building  
Tenant

Other Rentable Space UNC 6,193 sq ft  
Total Leasable Area 6,193 sq ft

**Basement Level TU1**



Basement Level Terminal One  
Tenant

Other Rentable Space UNC 6,044 sq ft  
Total Leasable Area 6,044 sq ft



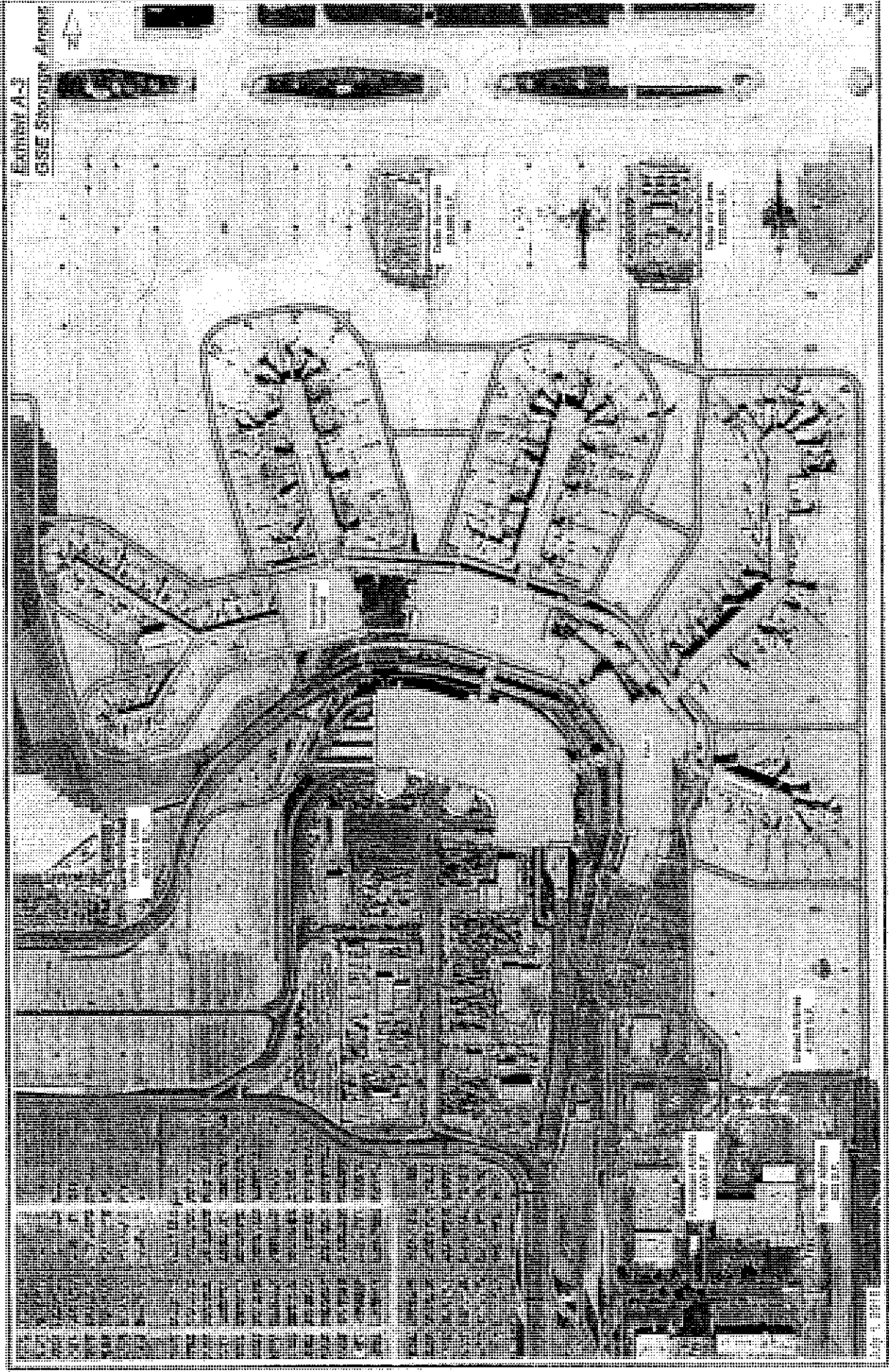
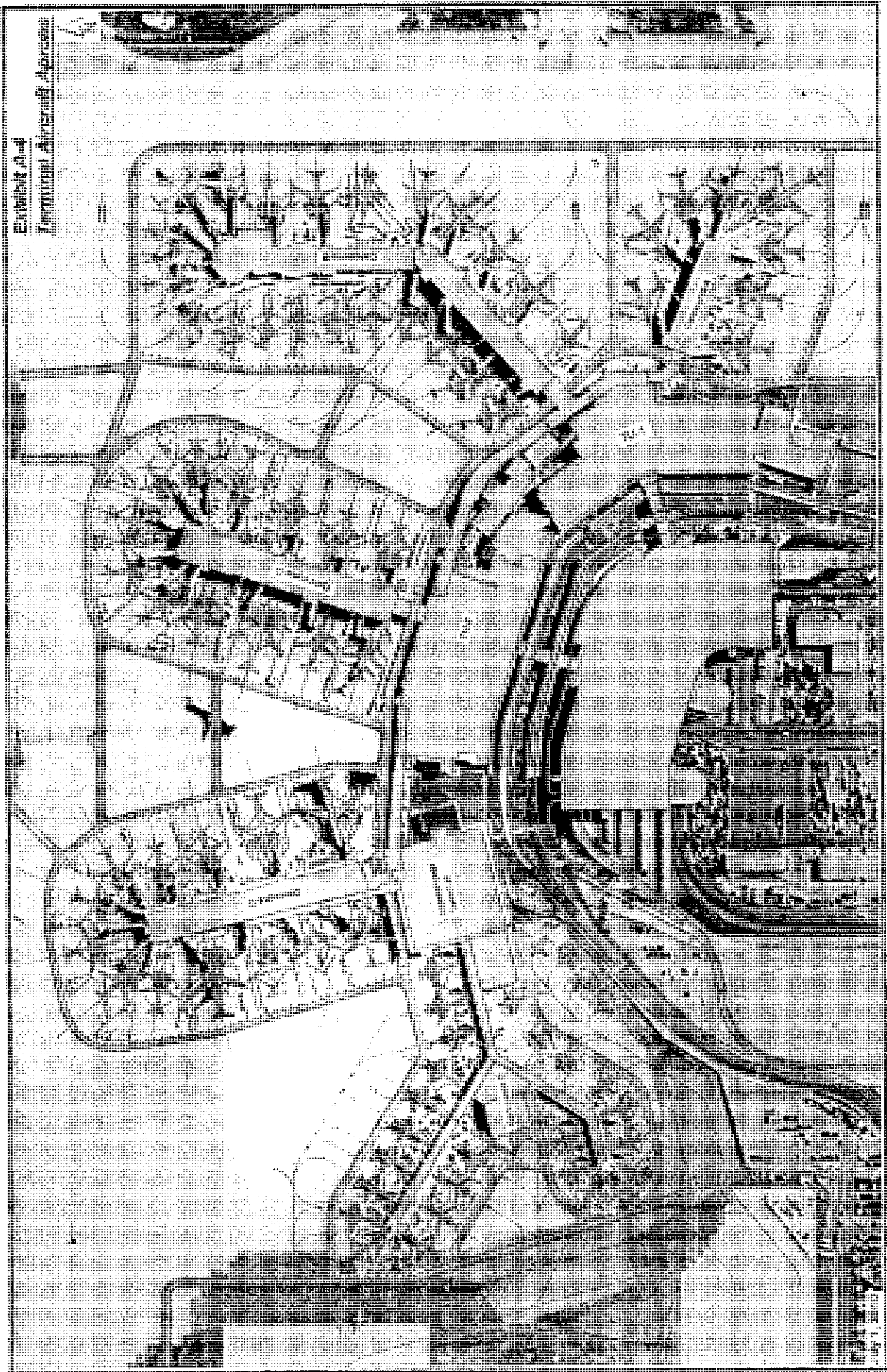




Exhibit A of  
Permitted Aircraft Approach



Copyright © 2000  
Aerial Photography

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Exhibit B  
Rates and Charges



**EXHIBIT B - 2**

**Salt Lake City Department of Airports  
8.01 - Total Cost Center Expense**

	<b>Airfield</b>	<b>Terminals</b>	<b>Landside</b>	<b>Auxiliary Airports</b>	<b>Other</b>	<b>Total</b>
Operating and Maintenance	\$25,215,976	\$38,168,568	\$15,784,087	\$1,647,924	\$4,682,620	\$ 85,499,175
Less Revenue Deduction Exhibit 8.02 & 8.03	(6,167,900)	(2,514,100)	-	-	-	(8,682,000)
Total Operating and Maintenance Less Revenues	19,048,076	35,654,468	15,784,087	1,647,924	4,682,620	76,817,175
Return on City Investment	2,576,022	3,618,869	6,774,526	761,923	3,403,287	17,134,625
Debt Service	436,708	818,531	2,194,590	0	472,020	3,921,849
Operating and Maintenance Reserve	0	0	0	0	0	-
Renewal and Replacement Fund Reserve	0	0	0	0	0	-
<b>Total</b>	<b>\$ 22,060,806</b>	<b>\$ 40,091,868</b>	<b>\$ 24,753,203</b>	<b>\$ 2,409,847</b>	<b>\$ 8,557,926</b>	<b>\$ 97,873,650</b>



EXHIBIT B - 3

Salt Lake City Department of Airports  
8.05 - Operating Expense by Cost Center

Cost Center Share of Total Airport	Total	Airfield	Terminals	Landside	Aux. Airports	Roads	General Admin.	Other	General Aviation	South Support
		17.15%	28.43%	8.65%	1.18%	4.50%	37.68%	0.48%	0.90%	1.03%
Direct Expenses	\$ 85,073,975	\$ 14,594,138	\$ 24,184,229	\$ 7,356,101	\$ 1,003,993	\$ 3,825,845	\$ 32,059,620	\$ 408,131	\$ 768,417	\$ 873,501
Five Yr. Average General & Administration	100%	32%	39%	18%	2%	4%		3%	1%	1%
Five Yr. Average Allocation G & A Expense		10,259,079	12,503,252	5,770,732	641,192	1,282,385	(32,059,620)	961,789	320,596	320,596
Fixed Assets under the Capitalized Amount	425,200	107,074	202,661	100,401	2,739	5,478	0	4,109	1,270	1,370
Total Allocation of Expenses	85,499,175	24,960,291	36,890,141	13,227,233	1,647,924	5,113,708	0	1,374,028	1,090,383	1,195,467
Allocation of Roads Percentage		5.0%	25.0%	50.0%		(5,113,708)		20.0%		
Allocation of Roads Cost Center Expense		255,685	1,278,427	2,556,854				1,022,742		
Total Operating Exp. by Cost Center	\$85,499,175	\$25,215,976	\$38,168,568	\$15,784,087	\$1,647,924	\$0	\$0	\$2,396,770	\$1,090,383	\$1,195,467
Less Revenues Deductions 8.02 and 8.03	(8,682,000)	(6,167,900)	(2,514,100)							
Total Operating Exp. Less Revenues	\$76,817,175	\$19,048,076	\$35,654,468	\$15,784,087	\$1,647,924	\$0	\$0	\$2,396,770	\$1,090,383	\$1,195,467



**EXHIBIT B - 4**

**Salt Lake City Department of Airports  
8.02 Airfield and 8.03 Terminal Revenues Offsets**

<b>Airfield Cost Center</b>		<b>Terminal Cost Center</b>	
	<b>Amount</b>	<b>Code</b>	<b>Amount</b>
Return on Investments	2,576,022		
Debt Service	436,708		
Operating and Maintenance	25,215,976		
<b>Total Airfield Costs</b>	<b>\$ 28,228,706</b>		
<b>Airfield Revenues</b>			
Fuel Farm	625,400	1710	\$ 16,200
Cargo Ramp Use Fee	151,100	1712	1,089,200
Flight Kitchen	984,400	1734	368,500
ARFF Training Revenue	642,200	1760	345,200
Leased Site Areas on Airfield	66,500	1752	87,300
State Aviation Fuel Tax	2,482,800	1786	482,700
Fuel Oil Royalties	334,000	1788	125,000
Glycol Recycling Sales	315,000	1789	
Utah Air National Guard	76,500	1790	
K-9 Grant	125,000	1794	
RON - Overnight Rate	365,000		
<b>Total Airfield Revenues</b>	<b>\$ 6,167,900</b>		
<b>Net Airfield Costs</b>	<b>\$ 22,060,806</b>		
<b>Terminal Revenues</b>			
Extraordinary Airline Services		1716	\$ 16,200
Jet Bridge		1719	1,089,200
IAB use Fees		1713	368,500
Shared Tenant Telephone Fees		1715	345,200
EDS Utilities and Janitorial		179202	87,300
LEO Charges reimbursed by TSA		1780	482,700
K-9 Grant		1794	125,000
<b>Total Terminal Revenues</b>			<b>\$ 2,514,100</b>
<b>Net Terminal Costs</b>			<b>\$ 40,091,868</b>





**EXHIBIT B - 5**

**Salt Lake City Department of Airports  
Return on Investment**

<b>DESCRIPTION</b>	<b>Airfield Cost Center</b>	<b>Terminal Cost Center</b>	<b>Landside Cost Center</b>	<b>Auxiliary Cost Center</b>	<b>Other Cost Center</b>	<b>Total Cost Center</b>
Straight Line Portion of Assets Allocation of Roads	2,011,332 44,256 25%	2,766,303 221,281 50%	5,165,672 442,562	623,595 0 20%	2,501,638 177,025	13,953,665 0
Return on Unamortized Portion of Assets Allocation of Roads	5% 510,784 9,649 25%	4.00% 583,038 48,246 50%	1,069,800 96,492	138,327 0 20%	686,027 38,597	3,180,960 0
Debt Service Payments	436,708	818,531	2,194,590	0	472,020	3,921,849
<b>Total Return On Investment</b>	<b><u>\$3,012,730</u></b> 14%	<b><u>\$4,437,400</u></b> 21%	<b><u>\$8,969,115</u></b> 43%	<b><u>\$761,923</u></b> 4%	<b><u>\$3,875,307</u></b> 18%	<b><u>\$21,056,474</u></b>



**EXHIBIT B - 6**  
Salt Lake City Department of Airports  
Amortization Schedule

	Asset Total	First Year Mid-Year Convention	Straight Line Amortization	Last Year Mid-Year Convention	Unamortized Years Remaining	Unamortized Balance Airfield	Yearly Amortization Airfield	Unamortized Balance Terminals	Yearly Amortization Terminals
<b>20 year</b>									
1991	369,289	9,232	18,464	9,232		0	5,589	0	1,921
1992	0	0	0	0	0.5				
1993	176,980	4,425	8,849	4,425	1.5				
1999	8,924,281	223,107	446,214	223,107	7.5				
2006	421,926	10,548	21,096	10,548	14.5	305,896	21,096		
2007	0	0	0	0	15.5				
2008	3,100,000	77,500	155,000	77,500	16.5				
2009	0	0	0	0	17.5				
2010	1,264,704	31,618	63,235	31,618	18.5	1,169,851	63,235		
2011	0	0	0	0	19.5	0	0		
<b>15 year</b>									
1996	1,651,088	55,036	110,073	55,036		0		0	110,073
1997	4,748,106	158,270	316,540	158,270	0.5	158,270		158,270	316,540
1998	648,112	21,604	43,207	21,604	1.5	64,811		64,811	43,207
1999	1,036,350	34,545	69,090	34,545	2.5	172,725		172,725	69,090
2000	4,274,131	142,471	284,942	142,471	3.5	997,297		997,297	284,942
2001	436,625	14,554	29,108	14,554	4.5	130,988		130,988	29,108
2002	5,828,445	194,282	388,563	194,282	5.5	2,137,097		2,137,097	388,563
2003	532,863	17,762	35,524	17,762	6.5	230,907		230,907	35,524
2004	0	0	0	0	7.5	0		0	0
2005	498,775	16,626	33,252	16,626	8.5	113,056		113,056	13,301
2006	1,179,391	39,313	78,626	39,313	9.5	746,948		746,948	78,626
2007	841,875	28,063	56,125	28,063	10.5	589,313		589,313	56,125
2008	264,300	8,810	17,620	8,810	11.5	202,630		202,630	17,620
2009	0	0	0	0	12.5	0		0	0
2010	0	0	0	0	13.5	0		0	0
2011	1,250,000	41,667	83,333	41,667	14.5	1,208,333		1,208,333	41,667
<b>10 year</b>									
2001	2,190,606	109,530	219,061	109,530		0	66,393	0	3,142
2002	18,989,973	949,499	1,898,997	949,499	0.5	332,909	665,818	64,760	129,520
2003	1,423,695	71,185	142,370	71,185	1.5	-49,052	-32,701	29,213	19,475
2004	3,663,950	183,198	366,395	183,198	2.5	408,107	163,243	277,310	110,924
2005	2,888,112	144,406	288,811	144,406	3.5	536,491	153,283	209,655	59,901
2006	9,167,809	458,390	916,781	458,390	4.5	-1,509,355	-335,412	-204,976	-45,550
2007	28,432,897	1,421,645	2,843,290	1,421,645	5.5	-480,717	-87,403	0	0
2008	12,782,132	639,107	1,278,213	639,107	6.5	3,135,686	482,413	2,288,650	352,100
2009	19,600,684	980,034	1,960,068	980,034	7.5	2,218,785	295,838	857,070	114,276
2010	12,669,409	633,470	1,266,941	633,470	8.5	3,033,990	356,940	3,163,819	372,214
2011	8,558,880	427,944	855,888	427,944	9.5	3,667,000	193,000	691,486	36,394
<b>5 year</b>									
2009	0	0	0	0	2.5	0		0	0
2010	638,000	63,800	127,600	63,800	3.5	446,600		446,600	127,600
2011	0	0	0	0	4.5	0		0	0
<b>Totals</b>	<u>158,453,387</u>					<u>\$ 12,769,592</u>	<u>2,011,332</u>	<u>\$ 14,575,960</u>	<u>2,766,303</u>
					4.0000%		510,784		583,038
							53,905		269,527
							<u>\$ 2,576,022</u>		<u>\$ 3,618,869</u>

Return on Unamortized Portion of Assets  
Allocation of Roads  
Total Return On Investment

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**EXHIBIT B - 7**  
**Salt Lake City Department of Airports**  
**Current Year Capital Purchases & Amortization**

Description of Asset	Asset Total	First Year		Straight Line Amortization	Unamortized Years Remaining	Unamortized Balance Airfield	Yearly Amortized Airfield	Unamortized Balance Terminals	Yearly Amortized Terminals
		Mid-Year Convention	0						
<b>15 year</b>									
<b>Total for 20 year</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Concourse B - Additional Passenger Elevator	1,405,000	46,833		93,667	14.5			1,358,167	46,833
PFC12	(1,405,000)	(46,833)		(93,667)	14.5			(1,358,167)	(46,833)
Asset Facility Preservation - Year 1 Concourse A	5,000,000	166,667		333,333	14.5			4,833,333	166,667
PFC12 @ 75% Eligible	(3,750,000)	(125,000)		(250,000)	14.5			(3,625,000)	(125,000)
<b>Total for 15 year</b>	<b>1,250,000</b>	<b>41,667</b>		<b>83,333</b>		<b>0</b>	<b>0</b>	<b>1,208,333</b>	<b>41,667</b>
<b>10 year</b>									
Land Acquisition - Land Bank	500,000	25,000		50,000	9.5			475,000	25,000
Interconnecting Delayed Egress Doors	(500,000)	(25,000)		(50,000)	9.5			(475,000)	(25,000)
PFC12	340,000	17,000		34,000	9.5	323,000	17,000		
North Support Tunnel Paving	250,000	12,500		25,000	9.5				
Replacement of Airfield Signs at SVRA	(250,000)	(12,500)		(25,000)	9.5				
AIP (Non-Primary Entitlement FY10)	55,000	2,750		5,500	9.5				
SVRA - Fence Replacement	400,000	20,000		40,000	9.5				
Security Layer Add to Parking Structure & Employee Lot	946,000	47,300		94,600	9.5				
Vehicle Shop Rooftop Heating/Cooling System	750,000	37,500		75,000	9.5				
Asphalt Overlay Program - Phase 6	1,280,000	64,000		128,000	9.5	1,216,000	64,000		
40th West Tunnel Rehabilitation	626,000	31,300		62,600	9.5	594,700	31,300		
Wetlands Purchase of Credits	(626,000)	(31,300)		(62,600)	9.5	(594,700)	(31,300)		
PFC12	1,710,000	85,500		171,000	9.5	1,624,500	85,500		
Joint Seal Runway 34L/16R (Phase I)	(1,710,000)	(85,500)		(171,000)	9.5	(1,624,500)	(85,500)		
PFC12	1,845,000	92,250		184,500	9.5	1,752,750	92,250		
Joint Seal Runway 34L/16R Related Taxiways (Phase II)	(1,845,000)	(92,250)		(184,500)	9.5	(1,752,750)	(92,250)		
PFC12	640,000	32,000		64,000	9.5			285,000	15,000
3700 West UTA Fiber Infrastructure Reimb (FB Phase I)	600,000	30,000		60,000	9.5			2,139,400	112,600
Restroom Remodels - Joint Cargo Bldg. & Concourse E	2,252,000	112,600		225,200	9.5			(1,732,914)	(91,206)
TU1 Air Handler Replacements (T11 & T13)	(1,824,120)	(91,206)		(182,412)	9.5				
PFC11 @ 81% eligible	380,000	19,000		38,000	9.5				
Remodel Two Public Restrooms (Car Rental)	500,000	25,000		50,000	9.5				
Warehouse Maintenance Facility CCTV									
<b>EQUIPMENT greater than \$100,000</b>									
1991 Mack Flusher	190,000	9,500		19,000	9.5	180,500	9,500		
1995 Mack 10whl Dump	200,000	10,000		20,000	9.5	190,000	10,000		
1995 Mack 10whl Dump	200,000	10,000		20,000	9.5	190,000	10,000		
1995 Stewart Stevens Runway Broom.	450,000	22,500		45,000	9.5	427,500	22,500		
1995 Stewart Stevens Runway Broom	450,000	22,500		45,000	9.5	427,500	22,500		
1995 Kodiak Snow Blower	750,000	37,500		75,000	9.5	712,500	37,500		
1993 Oshkosh AARF Truck - (PFC 12 Funding)	950,000	47,500		95,000	9.5	902,500	47,500		
PFC 12	(950,000)	(47,500)		(95,000)	9.5	(902,500)	(47,500)		
1989 Oshkosh AARF Truck - (PFC 12 Funding)	825,000	41,250		82,500	9.5	783,750	41,250		
PFC 12	(825,000)	(41,250)		(82,500)	9.5	(783,750)	(41,250)		
<b>Total for 10 Year</b>	<b>8,558,880</b>	<b>427,944</b>		<b>855,888</b>		<b>3,667,000</b>	<b>193,000</b>	<b>691,486</b>	<b>36,394</b>
<b>5 year</b>									
<b>Total for 5 Year</b>	<b>0</b>	<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Capital Purchases for FY11</b>	<b>\$ 9,808,880</b>	<b>\$ 469,611</b>		<b>\$ 939,221</b>	<b>Totals</b>	<b>\$ 3,667,000</b>	<b>\$ 193,000</b>	<b>\$ 1,899,819</b>	<b>\$ 78,061</b>



**EXHIBIT B - 8**

**Salt Lake City Department of Airports  
Allocation of Debt Service**

<b>FY11 Debt Payments</b>	<b>Total</b>	<b>Airfield</b>	<b>Terminals</b>	<b>Landside</b>	<b>Roads</b>	<b>Other</b>
1989/2004A	1,975,000			1,879,188	95,812	
1990/2004B	1,500,000	349,471	609,413	205,981		335,135
	<u>3,475,000</u>	<u>349,471</u>	<u>609,413</u>	<u>1,879,188</u>	<u>301,793</u>	<u>335,135</u>
2000 A Buy Out (17 yrs)	151,784	35,363	61,666	0	20,843	33,912
2004 Bonds Issuance Costs	295,065	34,372	59,939	140,376	27,416	32,962
<i>Allocation percentages</i>		5%	25%	50%		20%
Allocation of Roads	0	17,503	87,513	175,026	-350,053	70,011
<b>Total Debt FY11</b>	<b>\$ 3,921,849</b>	<b>\$ 436,708</b>	<b>\$ 818,531</b>	<b>\$ 2,194,590</b>	<b>\$ -</b>	<b>\$ 472,020</b>

<b>2004 Bonds Issues</b>	<b>Balance</b>	<b>Maturity Year</b>
2004 A	24,425,000	2021
2004 B	18,775,000	2021
<i>Total 2004 Principal Balance</i>	<u><b>\$ 43,200,000</b></u>	





**EXHIBIT B - 11**  
**Salt Lake City Department of Airports**  
**8.06 - Adjustments to Actual**

Reconciliation in Rates Fiscal Years Ended June 30			Revenue Requirements Fiscal Years Ended June 30	
	Terminal Rate	Landing Fee	Description	Amount
FY 2011	\$ 75.44	1.663	<b>LANDING FEES</b>	
Effective July 1, 2010			Due	\$ 21,500,000
<b>Investment Changes:</b>			Less Passenger Credit	(79,373)
City Return on Investment Average	0.01	0.019	Net Due	21,420,628
Debt Allocation of Principal	0.02	0.001	Less Net Billed	20,750,000
			Net Adjustment to Actual	\$ 670,628
<b>Recognized Net Investment:</b>			<b>TERMINAL RENTS</b>	
Capital Equipment Greater than \$100,000	(0.06)	0.030	Due	\$ 28,500,000
FY11 Capital Projects	0.45	0.001	Less Passenger Credit	(9,358,403)
<b>Cost by Cost Center:</b>			Net Due	19,141,598
FY11 Update of O & M Expenses	(0.10)	(0.038)	Less Net Billed	20,000,000
Capital Equipment Under \$100K	0.28	0.005	Net Adjustment to Actual	\$ (858,403)
Revenue Deductions	0.05	0.001		
<b>Space Changes:</b>			<b>Net Adjustment Added to Following Fiscal Year Rates</b>	<b>\$ (187,775)</b>
Space Changes	0.12	(0.001)		
<b>Landed Weights:</b>				
Landed Weights	(1.43)			
<b>Actual Rate - FY 2011</b>	<b>\$ 74.78</b>	<b>\$ 1.68</b>		



EXHIBIT B - 12

Historical Airline Revenue and Three Year Forecast  
Fiscal Years Ended June 30

	FY 03/04 Actual	FY 04/05 Actual	FY 05/06 Actual	FY 06/07 Actual	FY 07/08 Actual	FY 08/09 Actual	FY 09/10 Budgets	FY 10/11 Forecasts - New Agreement	FY 11/12 Forecasts - New Agreement	FY 12/13 Forecasts - New Agreement
<b>Airfield Revenue Requirements</b>										
Scheduled Airlines Airfield Revenue	\$ 9,796,862	\$ 10,061,500	\$ 10,100,200	\$ 11,251,000	\$ 11,802,000	\$ 12,383,000	\$ 13,694,800	\$ 20,475,281	\$ 23,854,294	\$ 27,450,551
<b>Terminal Revenue Requirements</b>										
Airline Terminal Rents - TU1	6,210,800	7,035,000	7,838,800	8,162,500	8,411,100	6,961,000	7,390,700	7,979,392	8,402,940	8,600,791
Airline Terminal Rents - TU2	12,278,100	13,152,900	14,245,000	15,143,000	15,080,400	15,131,200	16,337,600	18,401,322	19,413,788	19,870,894
Total Terminal Revenue Requirements	18,488,900	20,187,900	22,083,800	23,305,500	23,491,500	22,092,200	23,728,300	26,380,714	27,816,729	28,471,685
Total Airlines Revenue Requirements	\$ 28,285,762	\$ 30,249,400	\$ 32,184,000	\$ 34,556,500	\$ 35,293,500	\$ 34,475,200	\$ 37,423,100	\$ 46,855,995	\$ 51,671,023	\$ 55,922,236
Less Enplaned Passenger Credit								10,272,000	10,091,968	10,192,888
<b>Net Airlines Revenue Requirements</b>	\$ 28,285,762	\$ 30,249,400	\$ 32,184,000	\$ 34,556,500	\$ 35,293,500	\$ 34,475,200	\$ 37,423,100	\$ 36,583,995	\$ 41,579,054	\$ 45,729,348
Enplaned Passengers	9,137,259	10,211,587	10,909,219	10,928,135	10,950,858	9,992,048	9,992,048	10,272,000	10,091,968	10,192,888
Cost Per Enplaned Passengers	\$ 3.10	\$ 2.96	\$ 2.95	\$ 3.16	\$ 3.22	\$ 3.45	\$ 3.75	\$ 3.56	\$ 4.12	\$ 4.49
Net Operating Revenue	\$ 81,872,700	\$ 91,148,600	\$ 96,783,100	\$ 105,428,300	\$ 110,725,900	\$ 108,240,665	\$ 112,266,100	\$ 110,997,100	\$ 116,422,100	\$ 120,142,500
<b>Airline Revenue Percentage of Total</b>	35%	33%	33%	33%	32%	32%	33%	33%	36%	38%
Airfield Revenue Rate	\$ 0.782	\$ 0.757	\$ 0.743	\$ 0.849	\$ 0.875	\$ 0.985	\$ 1.042	\$ 1.663	\$ 1.903	\$ 2.179
Terminal Revenue Rate - TU1	\$ 55.58	\$ 59.55	\$ 65.13	\$ 69.19	\$ 68.53	\$ 60.59	\$ 64.73	\$ 75.44	\$ 79.44	\$ 81.31
Terminal Revenue Rate - TU2	\$ 55.58	\$ 59.55	\$ 65.13	\$ 69.19	\$ 68.53	\$ 60.59	\$ 64.73	\$ 75.44	\$ 79.44	\$ 81.31

PAX - Flat	PAX - 1% increase	PAX - 1% increase
Weights - Flat	Weights - Flat	Weights -0.5 increase
Personnel 1%	Personnel 2%	Personnel 2%
O&M 3%	O&M 3%	O&M 3%
Queuing Space	Urea \$2.5 Million	Urea \$2.5 Million
	Queuing Space	Queuing Space
	Urea eliminated	Urea eliminated
	Terminal \$77.61	Terminal \$79.21
	Landing Fee \$1.719	Landing Fee \$2.125
	CPE \$3.91	CPE \$4.35

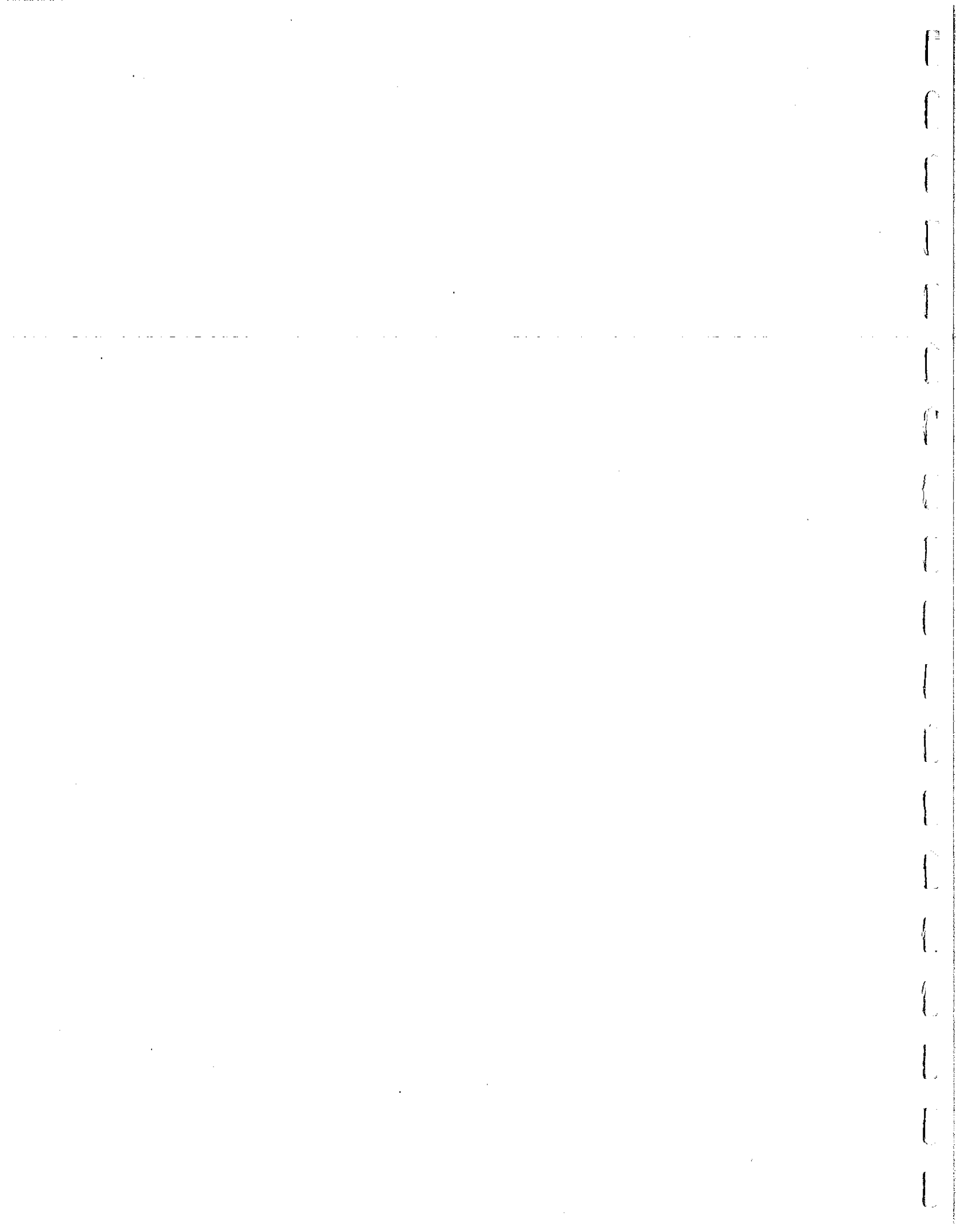
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**EXHIBIT B - 13**

**Salt Lake City Department of Airports  
8.07.3 - Revenue Sharing Calculation**

<b>Airlines</b>	<b>Passengers</b>	<b>95% Forecast</b>	<b>Credit Applied to Terminals</b>	<b>Credit Applied to Landings</b>
American	272,400	258,780	258,780	
Continental	117,800	111,910	111,910	
Delta	7,300,000	6,935,000	6,935,000	-
Frontier	167,100	158,745	79,373	\$ 79,373
Jet Blue	121,000	114,950	114,950	
Southwest	1,400,000	1,330,000	1,330,000	
United	370,100	351,595	351,595	
US Airways	\$ 186,100	\$ 176,795	\$ 176,795	
<b>Total Estimated Enplaned Passengers</b>	<b>9,934,500</b>	<b>9,437,775</b>	<b>\$ 9,358,403</b>	<b>\$ 79,373</b>

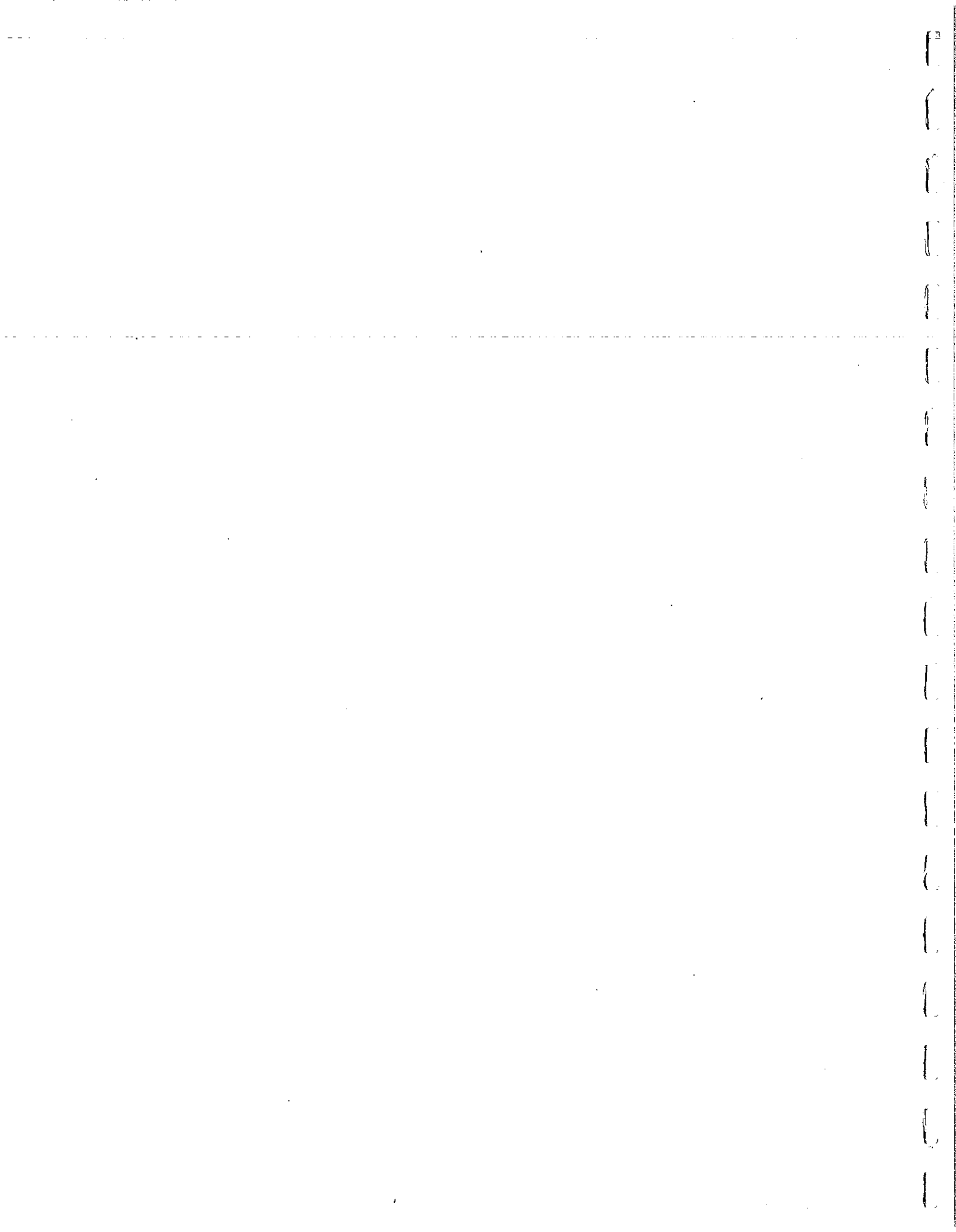
*Based on Estimates From Airlines*



**EXHIBIT B - 14**

**Salt Lake City Department of Airports  
Joint and Common Use Charge Calculations**

<u>Fees and Other Charges</u>	<u>AUA Reference</u>	<u>Effective July 1, 2010</u>	<u>Description</u>
Gate Use	803.5	\$137.75	Per Use/Limit Three Hours
Jet Bridge Use	803.5	\$26.51	Per Use/Limit Three Hours
Common Use Ticket Counter and Bag Makeup Charges	803.6	\$294.79	Per Use/Limit Three Hours
Bag Claim Charges - Per Enplaned PAX	803.7	\$0.43	Per Enplaned Passenger
International Facility Use Fee - Per Deplaned PAX	803.8	\$2.81	Per Deplaned International Passenger

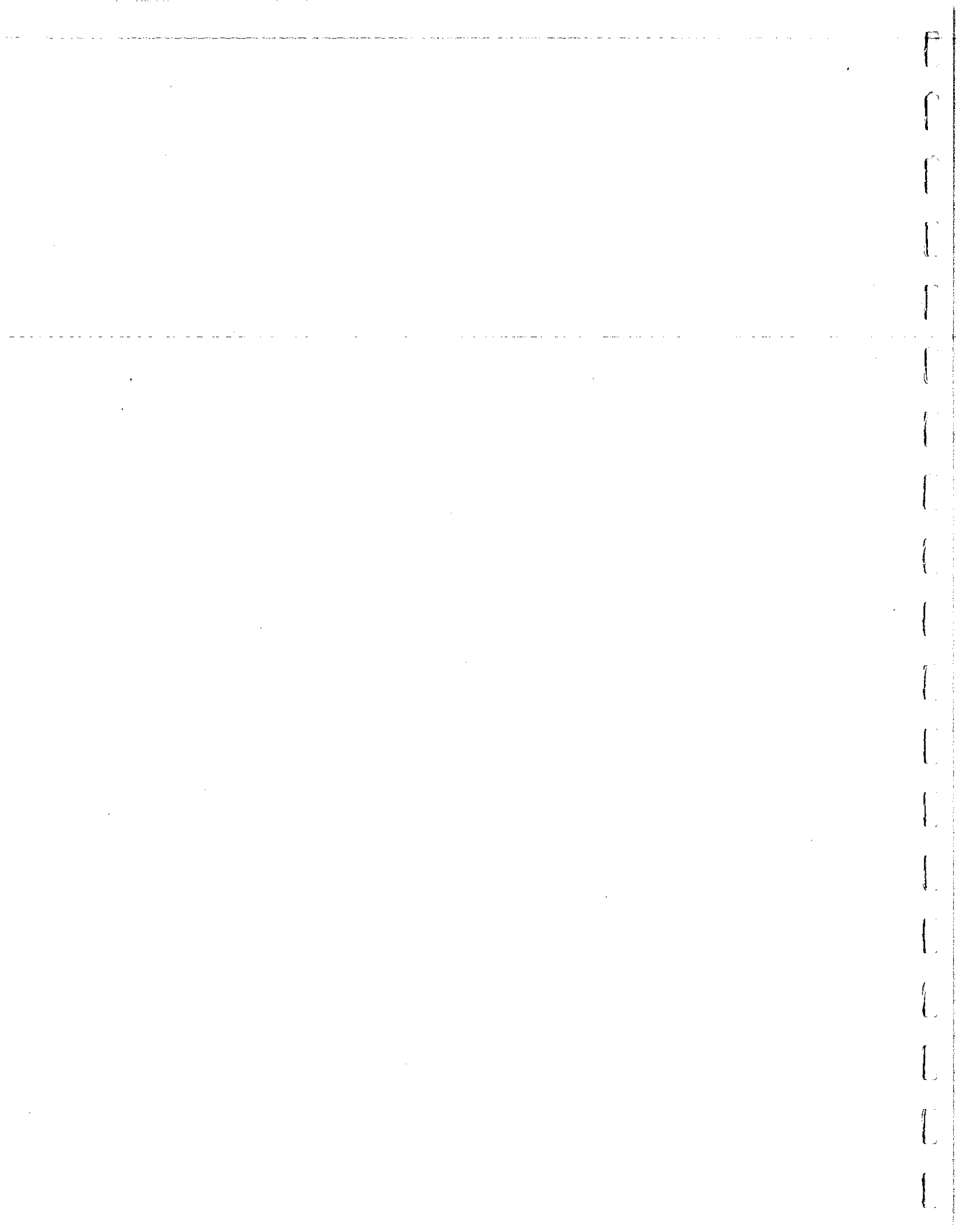




**EXHIBIT B - 15**

**Salt Lake City Department of Airports  
8.03.4 - Domestic Baggage Claim Joint Use Charges**

	<b>Sq. Feet</b>	<b>FY11 Rate</b>	<b>TU1 Cost</b>	<b>TU2 Cost</b>
Square Footage of Baggage Claim TU1	14,861	\$75.44	1,121,100	
Square Footage of Bag Claim TU2	14,806	\$75.44		1,117,000
Square Footage of Canopy TU1 - Unconditioned Space	5,342	\$37.72	201,500	
Total Cost for Domestic Baggage Claim Areas			<u>\$ 1,322,600</u>	<u>\$ 1,117,000</u>
20% Equally Among Airlines with Scheduled Domestic Service			264,520	223,400
80% Charge Based on Local Explained Passengers			1,058,080	893,600
<b>Total Domestic Baggage Claim Joint Use Charge</b>			<u><b>\$ 1,322,600</b></u>	<u><b>\$ 1,117,000</b></u>



**EXHIBIT B - 16**

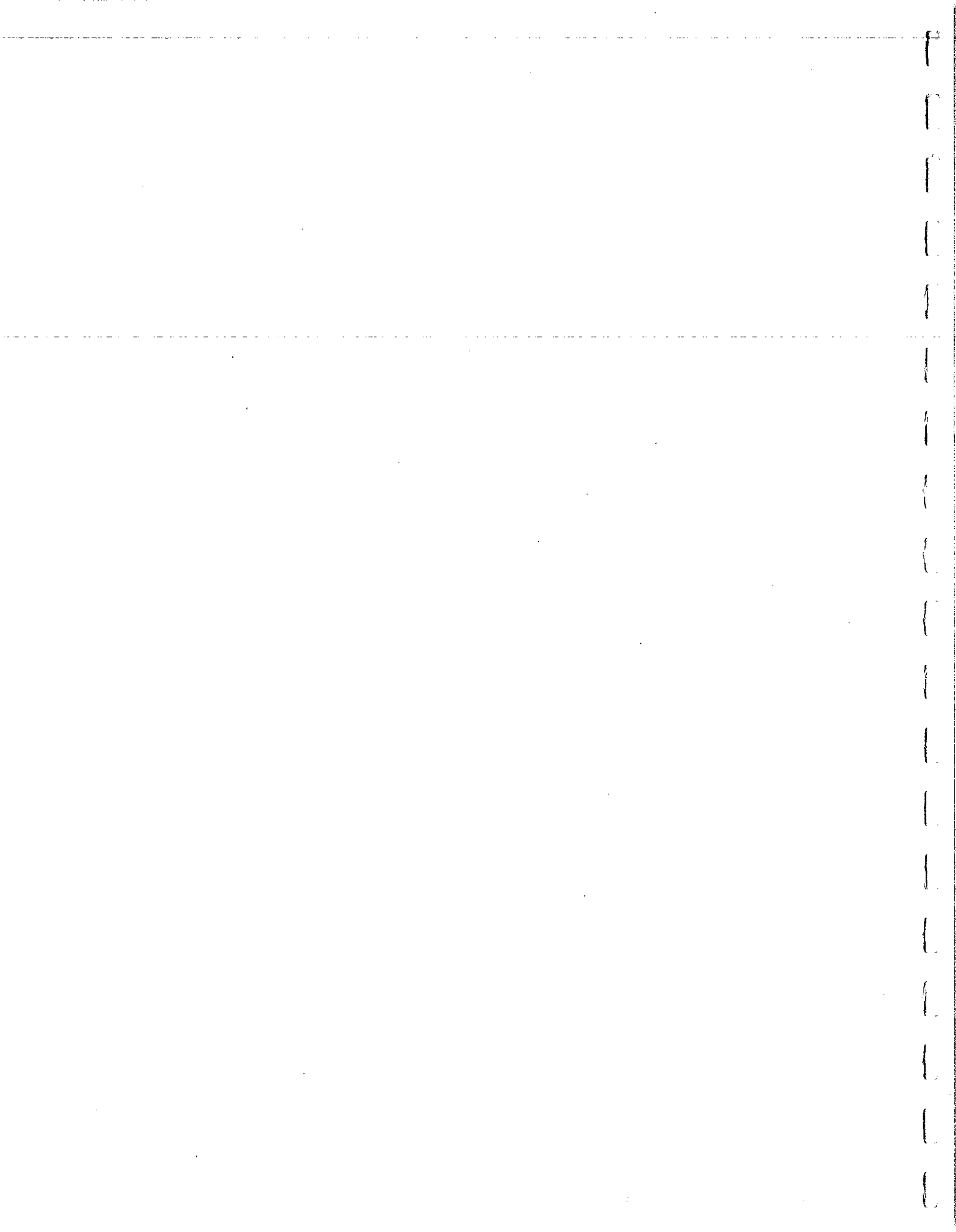
**Sale Lake City Department of Airports  
8.03.5 - Charges for Common Use Gates and Jet Bridges**

	<b>US Airways</b>	<b>American</b>	<b>Continental</b>	<b>Delta</b>	<b>Frontier</b>	<b>JetBlue</b>	<b>Southwest</b>	<b>United</b>
<b>Gate Use</b>								
Gatehold Square Footage	1,507	1,446	1,321	53,316	1,505	1,502	12,486	2,643
Conditioned Space Rate Times Square Footage	\$ 75.44	\$ 113,688	\$ 109,086	\$ 99,656	\$ 4,022,159	\$ 113,537	\$ 941,944	\$ 199,388
Daily Cost for Gatehold Space Based on 365 Days	\$ 311	\$ 299	\$ 273	\$ 11,020	\$ 311	\$ 310	\$ 2,581	\$ 546
Daily Departures per day (based on 12/09 OAG)	5	7	2	80	7	3	38	17
<b>Gate Hold Cost per Turn</b>	<b>\$ 62.29</b>	<b>\$ 42.70</b>	<b>\$ 136.52</b>	<b>\$ 137.75</b>	<b>\$ 44.44</b>	<b>\$ 103.48</b>	<b>\$ 67.91</b>	<b>\$ 32.13</b>

<b>Jet Bridge Use</b>								
Loading Bridge Maintenance FY11 Forecast	\$ 1,140	\$ 1,140	\$ 1,140	\$ 1,140	\$ 1,140	\$ 1,140	\$ 1,140	\$ 1,140
Number of Gates with Bridges	1	1	1	33	1	1	6	2
Total Monthly Cost for Bridges FY11 Forecast	1,140	1,140	1,140	37,620	1,140	1,140	6,840	2,280
<b>Jet Bridge Use Per Departure</b>	\$ 7.60	\$ 5.43	\$ 19.00	\$ 15.68	\$ 5.43	\$ 12.67	\$ 6.00	\$ 4.47
24 Mo. Average for Power & 400 Hz	7.51	7.51	7.51	7.51	7.51	7.51	7.51	7.51
<b>Jet Bridge Cost per Turn</b>	<b>\$ 15.11</b>	<b>\$ 12.94</b>	<b>\$ 26.51</b>	<b>\$ 23.19</b>	<b>\$ 12.94</b>	<b>\$ 20.18</b>	<b>\$ 13.51</b>	<b>\$ 11.98</b>

*Recommendation:*

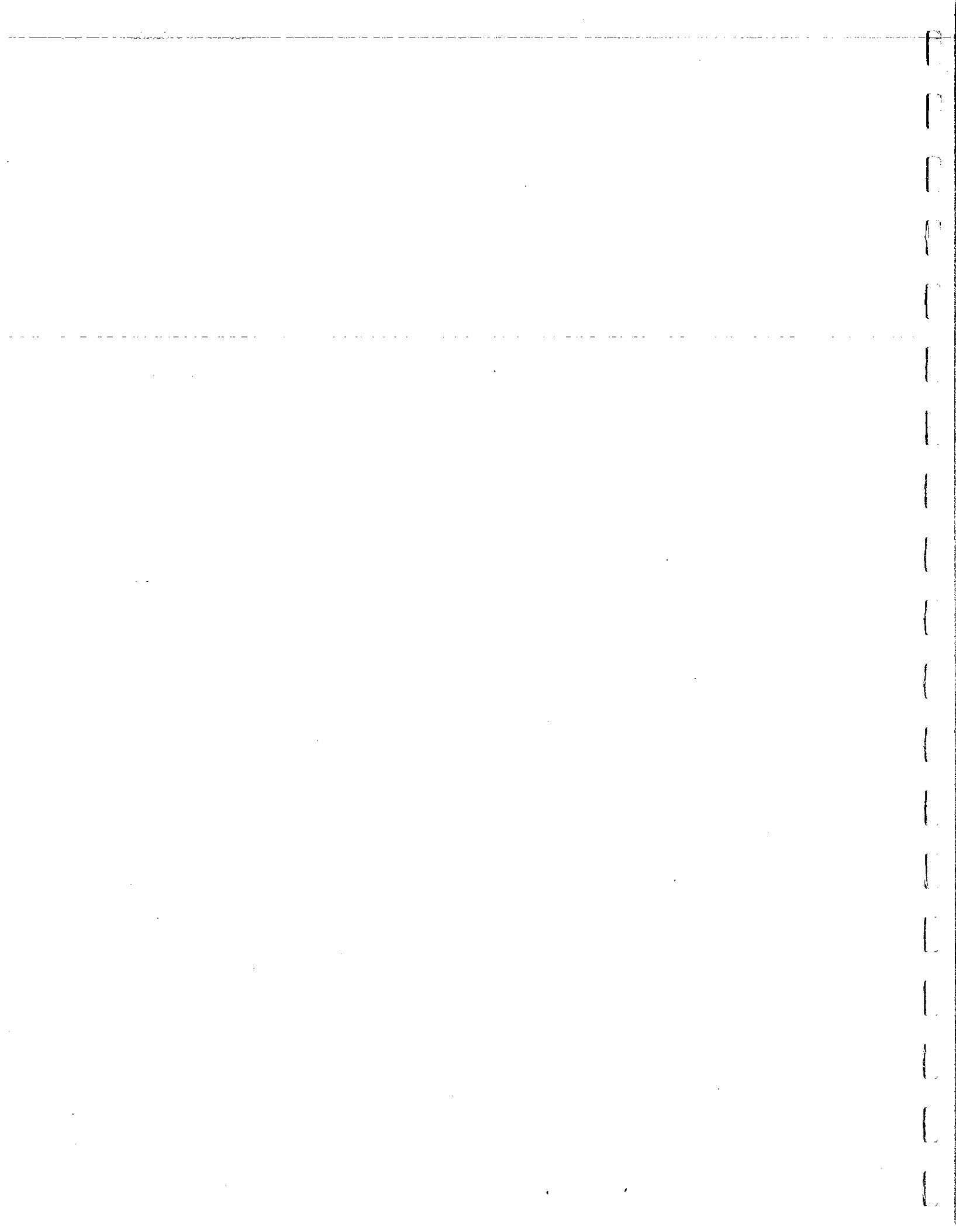
<b>Charges for Common Use Gates and Jet Bridges</b>	<b>\$ 138</b>
Common Use Gate Charge	\$ 27
Jet Bridge Use Charge	



**EXHIBIT B - 17**

**Salt Lake City Department of Airports  
8.03.6 - Common Use Ticket Counter Charges and Bag Make-Up Charges**

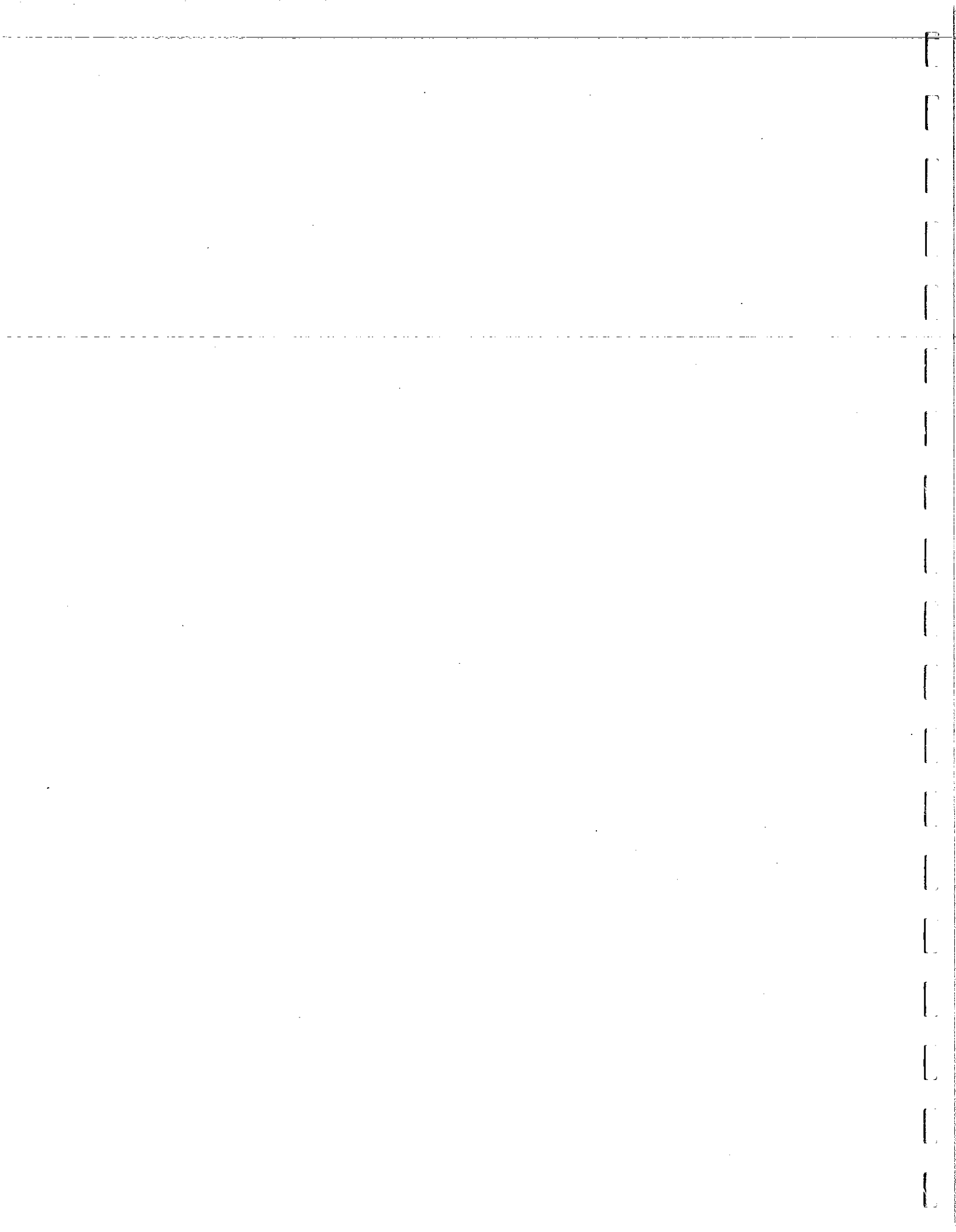
	<b>Square Footage</b>	<b>FY11 Forecast Rate</b>	<b>Yearly Charge</b>	<b>Per Use Charge</b>
Queuing Space - Conditioned	259	\$ 75.44	\$ 19,500	\$ 53
Common Use Ticket Counter Space - Conditioned	257	\$ 75.44	\$ 19,400	\$ 53
Office Space - Conditioned	188	\$ 75.44	\$ 14,200	\$ 39
Bag Make-up Space - Unconditioned	1,446	\$ 37.72	\$ 54,500	\$ 149
<b>Common Use Ticket Counter and Bag Make-Up Charge</b>				<b>\$ 295</b>



**EXHIBIT B - 18**

**Salt Lake City Department of Airports  
8.03.7 - Common Use Bag Claim Charges**

	<b>Sq. Feet</b>	<b>FY11 Rate</b>	<b>Total Cost</b>
Square Footage of Baggage Claim TU1	14,861	\$ 75.44	\$ 1,121,100
Square Footage of Bag Claim TU2	14,806	\$ 75.44	1,117,000
Square Footage of Canopy TU1 - Unconditioned Space	5,342	\$ 37.72	<u>201,500</u>
Total Cost for Domestic Baggage Claim Areas			2,439,600
50% of Annual Enplaned Passengers for Previous Year			<u>5,705,500</u>
<b>Common Use Bag Claim Charges Per Enplaned Passenger</b>			<u><u>\$ 0.43</u></u>





**EXHIBIT B - 19**

**Salt Lake City Department of Airports  
8.03.8 - Charges for Use of the FIS Facility and International Baggage Claim Area**

<b>SUMMARY</b>	
Triturator Expenses	\$ 65,500
Utility Expenses	377,200
Janitorial Expenses	92,900
Cost Recovery of Cart Fees	81,300
<b>Total Estimated Costs</b>	<b>\$ 616,900</b>
FY 2009 International Deplaning Passengers	219,844
<b>Rate Per Deplaned International Passengers</b>	<b>\$ 2.81</b>

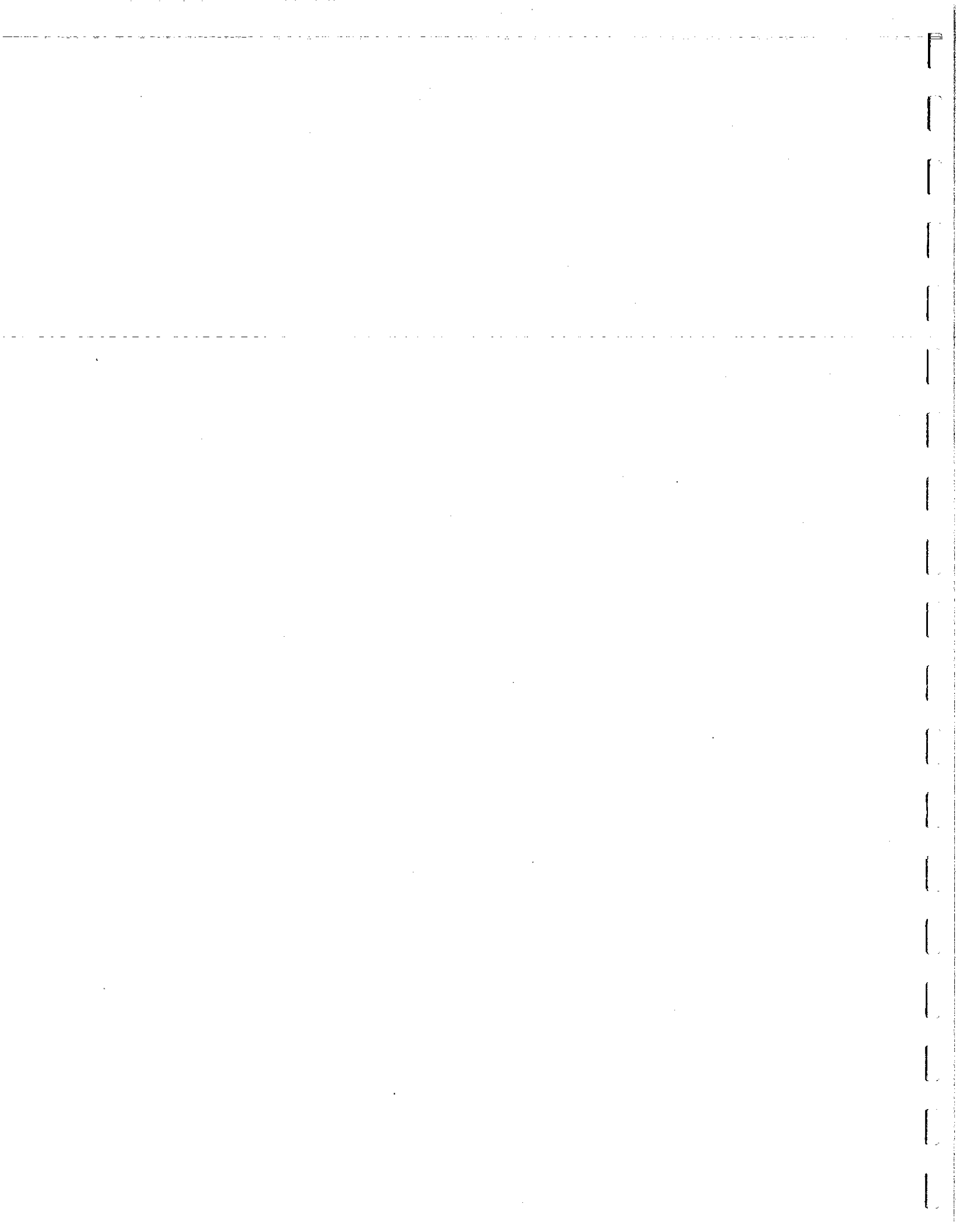


Exhibit C  
Space Change Summary Notice

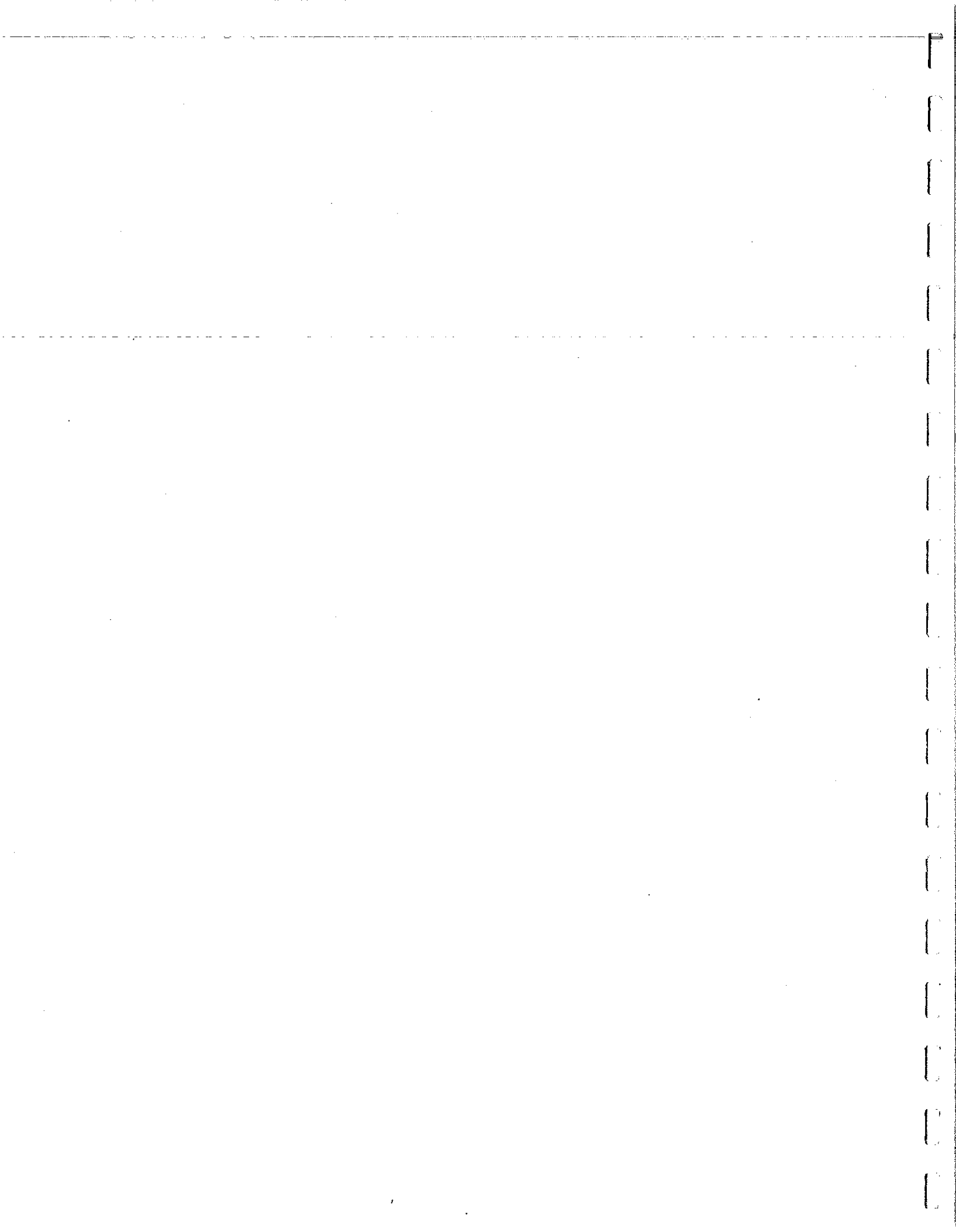


Exhibit A-5

SPACE CHANGE SUMMARY NOTICE

[Date]

[Name]

[Title – Use Airline Corporate Properties Contact]

[Airline]

[Street Address]

[City, State and Zip Code]

RE: Space Change Summary Notice [Example - DL January 2010]

Dear [Name]:

In accordance with Article 4.05.3 of the Airline Use Agreement dated \_\_\_\_\_, 2010 (the "Agreement"), the Airline Premises of [Airline] is altered by [adding/removing] the following area(s), effective \_\_\_\_\_ (the "Effective Date"):

**[Detailed description of change in Airline Premises and related changes in Terminal Rents]**

Space change shown on Exhibit A-\_\_\_\_\_, page(s) \_\_\_\_\_, Dated \_\_\_\_\_

As provided in the Agreement, the Airline Premises shall be altered as provided above from and after the Effective Date, and all terms and provisions of the Agreement, as affected hereby, shall apply to the altered Airline Premises.

You will receive an invoice for the [additional terminal rental charges/credits] from and after the Effective Date.

All capitalized terms that are not defined herein shall have the meanings set forth in the Agreement.

Sincerely,

---

Executive Director of Airports

[Name]

[Airline]

Space Change Summary Notice [Number]

[Date]

Page 2

The following acknowledgment is provided for the use of Airline in Airline's discretion. However, as provided in the Agreement, this Space Change Summary Notice is effective regardless of whether it is so acknowledged.

Acknowledged

[Airline]

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

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

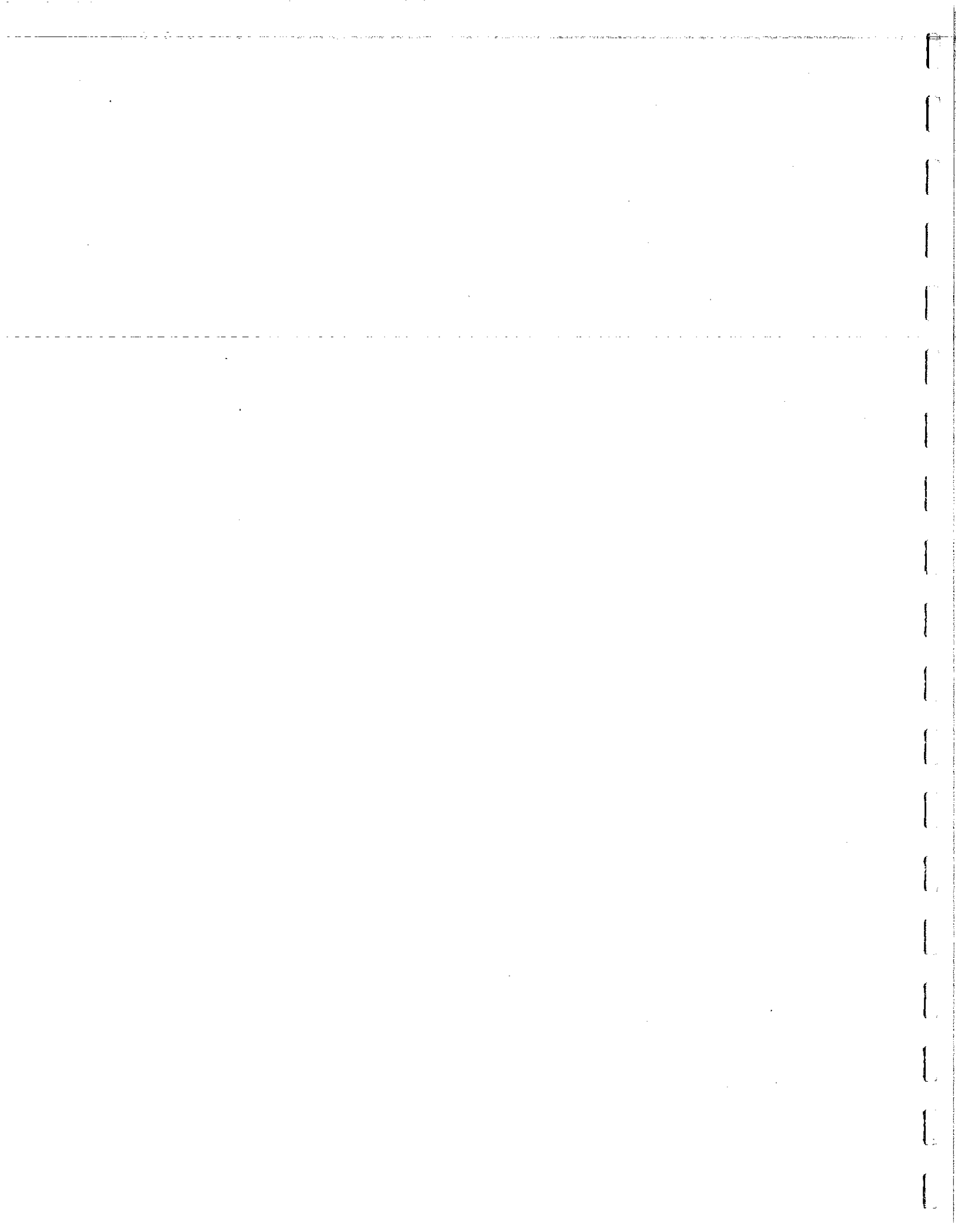
Its:

Cc: Letter w/attachment  
[Local Station Manager]

Cc: Letter Only

Director of Administration and Commercial Services  
Director of Operations  
Director of Finance & Accounting  
Airport Property Manager  
Property & Liability Specialist  
Contracts Manager  
Property & Contract Specialist  
[Add other cc's as applicable]

Exhibit D  
Affiliate Designation and Withdrawal Forms





**EXHIBIT D-1**

**AFFILIATE DESIGNATION FORM**

[Date]

Salt Lake City Department of Airports (SLCDA)  
Attn: Airport Contracts Manager  
PO Box 145550  
Salt Lake City, Utah 84114-5550

Fax: (801) 575-2041 OR  
E-mail: cole.hobbs@slcgov.com

Re: Request for Affiliate Status

Dear Sir or Madam:

As an authorized representative of \_\_\_\_\_ (“Airline”), a Signatory Airline under the Airline Use Agreement for the Salt Lake City International Airport dated July 1, 2010 (the “Agreement”), I request that \_\_\_\_\_ (“Affiliate”) be granted status as an Affiliate of Airline as of \_\_\_\_\_, 20\_\_\_. Affiliate will be operating as an affiliate of Airline as follows: \_\_\_\_\_ **[please specify when Affiliate will be operating as an affiliate of Airline]**.

Airline hereby confirms that Affiliate is either (please check one):

- Operating at the Airport for the benefit of Airline, under the same or substantially similar livery as Airline, and (a) is owned by Airline, or (b) is a subsidiary of the same corporate parent as Airline, or (c) is under contract to Airline in respect of such operation.
- Operating under its own livery at the Airport, is not selling any seats on an aircraft in its own name and all seats on such aircraft are being sold in the name of Airline.
- Operating at the Airport under Airline’s two-letter designator code and its own two-letter designator code, but is not headquartered in the United States.

Attached please find the following items in support of this Affiliate designation:

1. Three copies of the Operating Agreement signed by the Affiliate.
2. Insurance certificates documenting that Affiliate has the insurance coverage required by the Operating Agreement.
3. A start-up schedule or a current schedule.
4. Accounting and billing contacts that indicate whether Airline or Affiliate will pay all rentals and charges due from Affiliate under the Operating Agreement.
5. Name and contact information for local station manager and corporate properties representative.

I understand and agree (a) to the terms, conditions, and responsibilities concerning Affiliates as described in the Agreement, specifically Section 5.03; (b) that SLCD A must confirm (i) receipt of the items listed above and (ii) the conditions for designating Affiliate have been met in writing prior to start-up; and (c) to update this form in writing whenever necessary to reflect changed circumstances.

All capitalized terms that are not defined herein shall have the meanings set forth in the Agreement.

Airline Authorized Representative

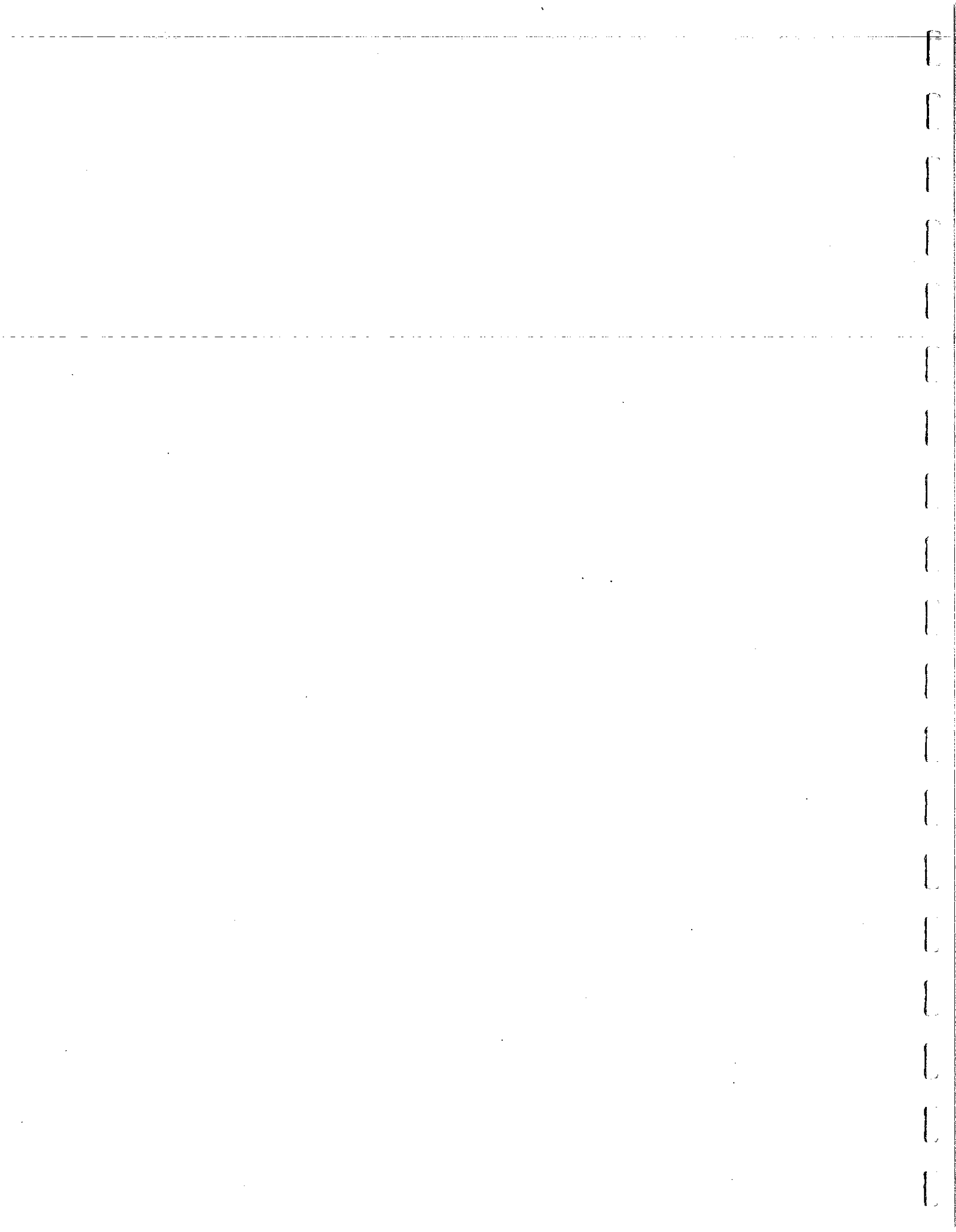
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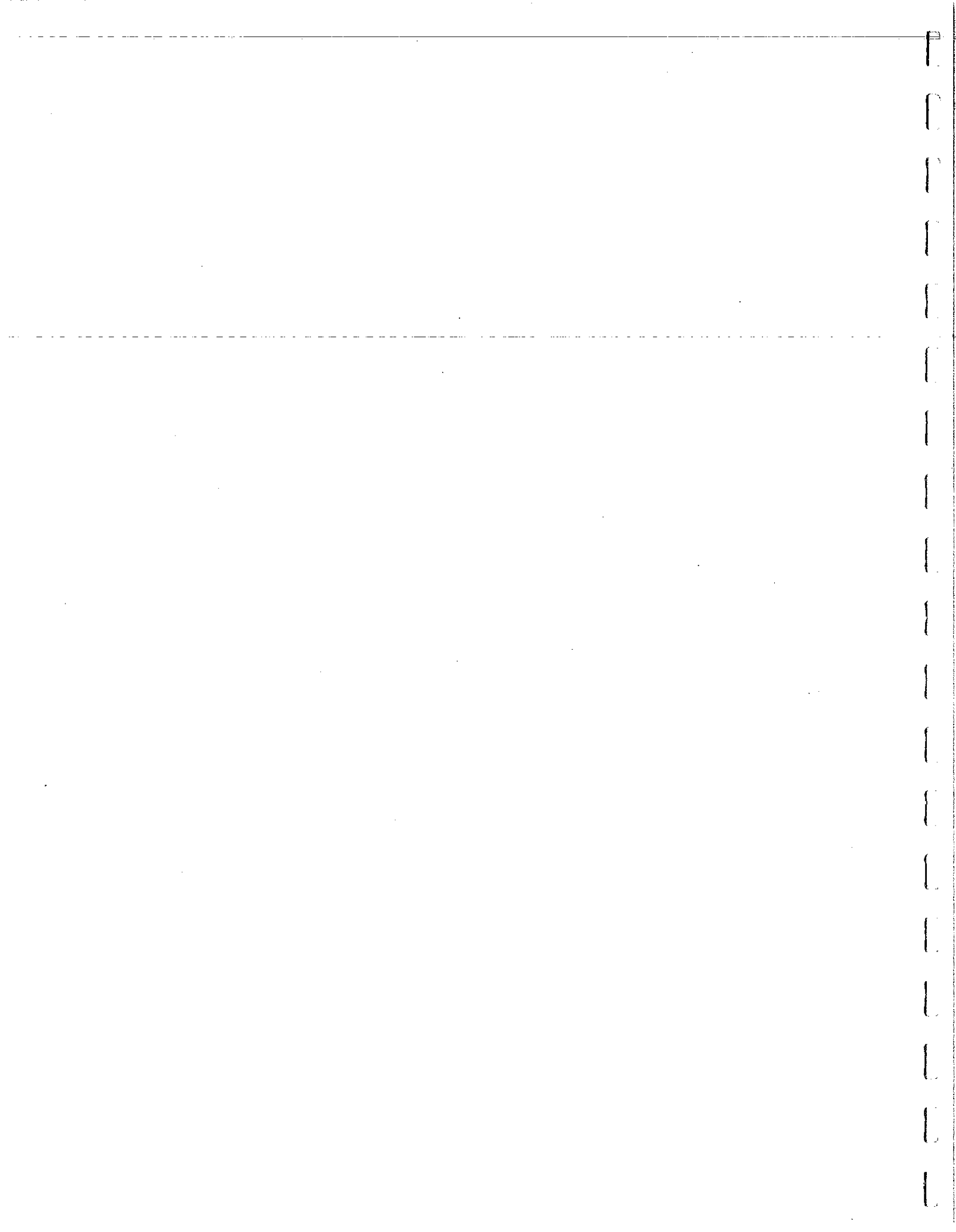
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Title

Exhibit E  
Maintenance Responsibilities









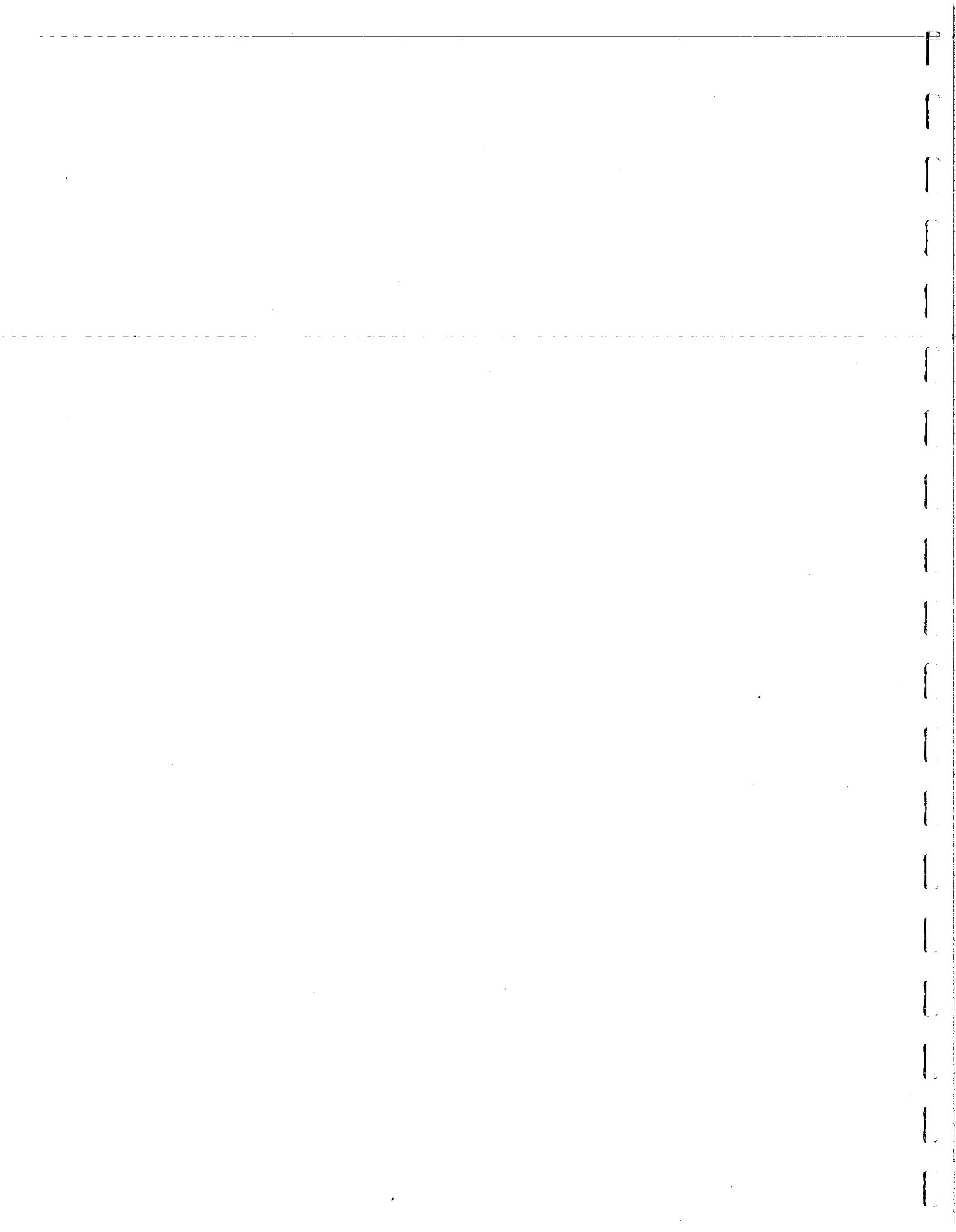
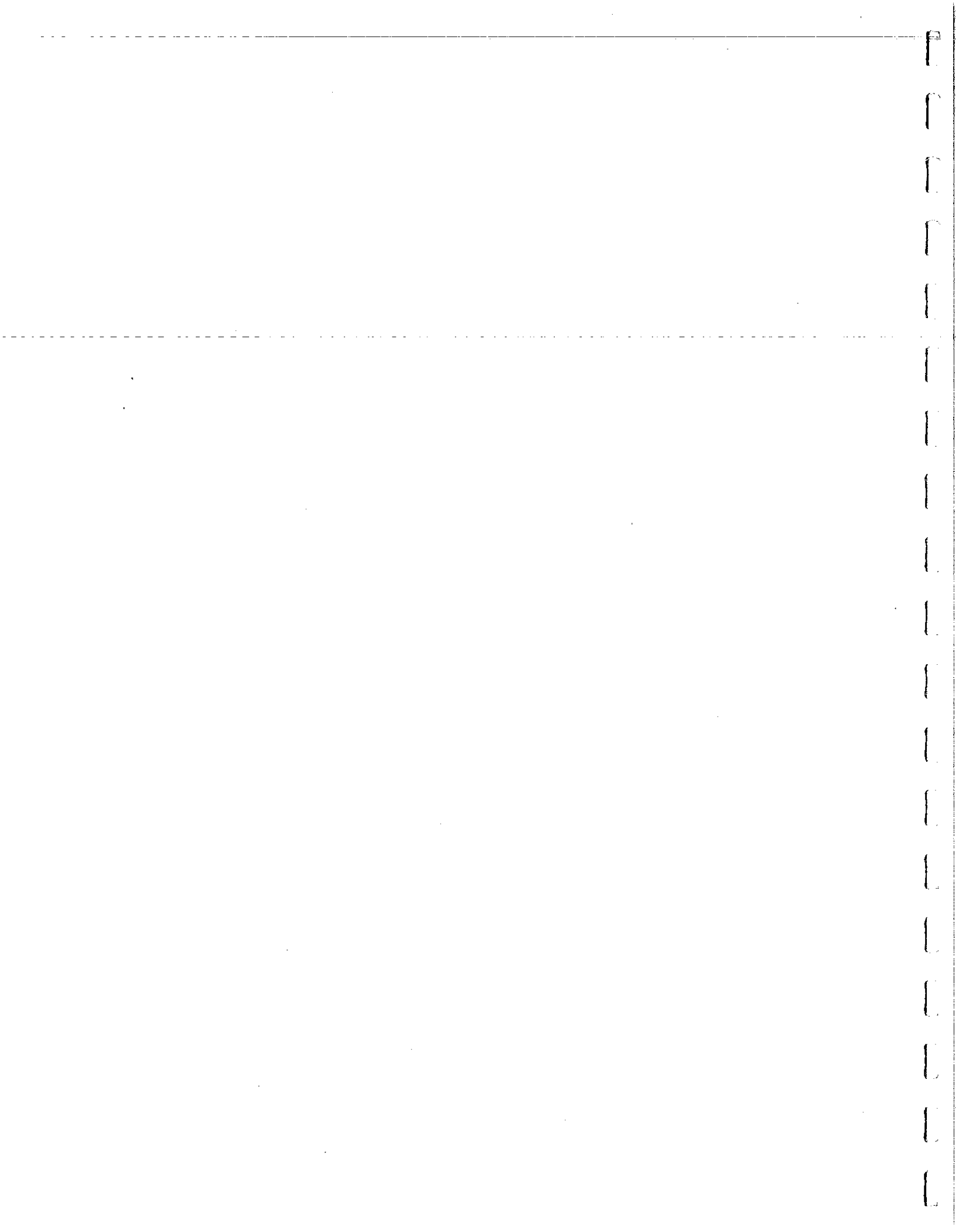




Exhibit F  
Airline Activity Reports



**EXHIBIT F**

**Activity Report**



Salt Lake City  
Department of Airports

**TO:** SALT LAKE CITY DEPARTMENT OF AIRPORTS  
ATTN: ACCOUNTANT  
PO BOX 145550, SALT LAKE CITY, UT 84114-5550  
PHONE: (801) 575-XXXX  
FAX : (801) 575-2817  
E-MAIL: @slcgov.com

**CARRIER:**

---

**PLEASE CHECK:**

SCHEDULED  
CHARTER  
ALL-CARGO

**SUBJECT:** STATION ACTIVITY FOR THE MONTH OF: Nov-11

	(2) AIRCRAFT TYPE	(3) NUMBER OF LANDINGS	(4) GROSS CERTIFIED LANDING WEIGHT	(5) TOTAL WEIGHT (3) x (4)
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10				
<b>TOTALS</b>				

**CARGO (IN POUNDS):**

	ENPLANED MAIL	DEPLANED MAIL	ENPLANED FREIGHT	DEPLANED FREIGHT	ENPLANED EXPRESS	DEPLANED EXPRESS
AIR DOMESTIC						
*TRUCKED TO OTHER AIRPORTS						
*TRUCKED FROM OTHER AIRPORTS						
AIR INTERNATIONAL						
<b>TOTALS</b>						

**NUMBER OF PASSENGERS:**

	ENPLANED REVENUE	ENPLANED NON-REVENUE	CONNECTIONS	DEPLANED REVENUE
SCHEDULED DOMESTIC				
CHARTER DOMESTIC				
SCHEDULED INTL				
CHARTER INTL				
<b>TOTALS</b>				

Exhibit G  
Capital Improvement Plan

**Exhibit G**  
**Salt Lake City Department of Airports**  
**Three-Year Capital Improvement Plan**  
**July 1, 2010**

CIP Proj. #	Project Description	Budget Year	Project Start	Project End	Project Budget (Escalated)	AIP Grants	ARRA Grants	PIC PAYG	Airport Funds	Other
<b>TERMINAL</b>										
T1	TU 1 Air Handler Replacement (T11 & T13)	2010	8/1/2009	4/1/2011	\$ 2,252,000			\$ 2,116,900	\$ 135,100	
T2	Concourse B - Additional Passenger Elevator	2010	8/1/2009	11/30/2010	1,400,000				1,400,000	
T3	Interconnecting Delayed Egress Doors	2011	7/1/2010	2/28/2011	500,000				500,000	
T4	Concourse and Terminal Renovation	2011	7/1/2010	5/20/2011	5,000,000			3,750,000	1,250,000	
T4.1	Concourse and Terminal Renovation Phase I	2012	11/5/2010		1,000,000			750,000	250,000	
T4.2	Concourse and Terminal Renovation Phase II - Design	2012	9/4/2011	5/31/2012	14,000,000			10,500,000	3,500,000	
T4.3	Concourse and Terminal Renovation Phase II - Construction	2013	11/1/2011		1,500,000			1,125,000	375,000	
T4.4	Concourse and Terminal Renovation Phase III - Design	2013	7/1/2012	10/31/2012	19,000,000			14,250,000	4,750,000	
T4.5	Concourse and Terminal Renovation Phase III - Construction	2013			40,500,000			30,375,000	10,125,000	
	<b>SUBTOTAL Concourse &amp; Terminal Renovation Program</b>				\$ 40,500,000			\$ 30,375,000	\$ 10,125,000	
T5	Terrace Restaurant Ceiling Demolition	2012	TBD		\$ 556,000			\$	556,000	
T6	Isolate technology nodes	2013	7/1/2012	6/30/2014	2,142,000				2,142,000	
T7	Replace Concourse B Variable Air Volume Control	2013	7/1/2012	10/31/2012	93,000				93,000	
	<b>TOTAL TERMINAL</b>				\$ 47,443,000	\$	\$	\$ 32,491,900	\$ 14,951,100	\$
<b>AIRFIELD</b>										
A1	Overlay Taxiway H Connecting Taxiways (H3-H9 and H11-H12)	2010	12/1/2008	9/30/2011	\$ 3,801,000	\$ 3,136,000		\$ 665,000	100,000	
A2	Fire Protection System - Tank Farm - (Preliminary Design - Study)	2010	7/1/2010		100,000					
A3	North Cargo Apron Expansion	2011	12/1/2008	10/31/2011	14,410,000	12,969,000		1,441,000		
A4	North Support Tunnel Rehabilitation	2011	2/1/2010	9/18/2010	340,000				340,000	
A5	40th West Tunnel Rehabilitation	2011	2/1/2010	10/31/2010	1,280,000				1,280,000	
A6	Hydrant Fueling System Extension Conc. B	2011	TBD		4,000,000					4,000,000
A7	Snow Equipment Storage Building	2011	7/1/2010	9/30/2011	6,842,000			6,842,000		
A8	Wetlands Purchase of Credits	2011	11/1/2009	6/30/2011	1,876,000			1,876,000		
A9	Emergency Access Road to 16R/34L	2012	7/1/2011	7/31/2012	500,000				500,000	
A10	Runway 34L/16R Improvements	2011	2/1/2010	10/30/2010	1,710,000			1,710,000		
A10.1	Joint Seal Runway 34L/16R (Phase 1)	2012	2/1/2010	6/30/2011	2,199,000			2,199,000		
A10.2	Joint Seal Runway 34L/16R Phase	2013			3,909,000			3,909,000		
	<b>SUBTOTAL Runway 34L/16R Improvements:</b>				11,528,000	7,250,900		4,277,100		
A11	Runway 16L/34R Pavement Rehabilitation	2013	12/1/2012	9/1/2014	\$ 48,586,000	\$ 23,355,900	\$	\$ 19,010,100	\$ 2,220,000	\$ 4,000,000
	<b>TOTAL AIRFIELD</b>				\$ 48,586,000	\$ 23,355,900	\$	\$ 19,010,100	\$ 2,220,000	\$ 4,000,000
<b>AUXILIARY AIRPORT - SVRA</b>										
AA1-SV	Replacement of Airfield Signs at SVRA	2011	1/1/2010	5/31/2011	\$ 250,000			\$	250,000	
AA3-SV	SVRA - Fence Replacement	2011	7/1/2010	8/31/2010	55,000				55,000	
AA4-SV	SVRA - Perimeter Road and Fencing Modifications	2013	11/1/2011	6/30/2013	597,000				597,000	
	<b>TOTAL AUXILIARY AIRPORT SVRA</b>				\$ 902,000	\$	\$	\$	902,000	\$

**Exhibit G**  
**Salt Lake City Department of Airports**  
**Three-Year Capital Improvement Plan**  
**July 1, 2010**

CIP Proj. #	Project Description	Budget Year	Project Start	Project End	Project Budget (Escalated)	AIP Grants	ARRA Grants	PFC PAYG	Airport Funds	Other
<b>AUXILIARY AIRPORT - IVY</b>										
AA1-TV	Land Acquisition (Aviation Easements Only)	2008		8/1/2010	\$ 310,000	\$		\$ 31,000	\$	
AA2-TV	Infrastructure Improvements	2013	TBD		2,477,000				2,477,000	
AA3-TV	Apron / Taxiway Development	2011	1/1/2011	7/1/2012	834,000	750,600		83,400		
	<b>TOTAL AUXILIARY AIRPORT - IVY</b>				\$ 3,621,000	\$ 1,029,600	\$	\$ 114,400	\$ 2,477,000	\$
<b>LANDSIDE</b>										
L.1	3700 West UTA Fiber Infrastructure Reimbursement	2010	4/1/2010	10/31/2010	\$ 640,000		\$		\$ 640,000	
L.2	Security / CCTV Enhancement	2011	7/1/2010	5/1/2011	4,000,000		4,000,000			
L.3	South Airfield Fiber Infrastructure Improvements	2011	7/1/2010	10/31/2010	200,000				200,000	
L.4	Remodel Public Restrooms (RAC Area)	2012	4/1/2010	11/19/2010	380,000				380,000	
L.5	3700 West Fiber Infrastructure Expansion	2012	7/1/2011	8/31/2012	1,300,000				1,300,000	
L.6	Asphalt Overlay Program									
L.6.1	Asphalt Overlay Program - Phase 6	2011	1/1/2010	10/31/2010	750,000				750,000	
L.6.2	Asphalt Overlay Program - Phase 7	2012	1/1/2010	8/31/2011	750,000				750,000	
L.6.3	Asphalt Overlay Program - Phase 8	2013	1/1/2011	8/31/2012	750,000				750,000	
	<b>TOTAL LANDSIDE</b>				\$ 8,770,000	\$	\$ 4,000,000	\$	\$ 4,770,000	\$
<b>LAND ACQUISITION</b>										
L1	Land Acquisition Program									
L1.1	Land Acquisition - Airport Improvement - 39	2011	7/1/2010	6/30/2011	6,000,000			\$	6,000,000	
L1.2	Land Acquisition - Airport Improvement - 64	2012	7/1/2011	6/30/2012	6,000,000				6,000,000	
L1.3	Land Acquisition - Airport Improvement - 75	2013	7/1/2012	6/30/2013	6,000,000				6,000,000	
	<b>TOTAL LAND ACQUISITION</b>				\$ 18,000,000			\$	\$ 18,000,000	
<b>OTHER</b>										
O.1	Vehicle Shop Rooftop HVAC systems - Phase I	2011	7/1/2010	6/30/2011	946,000			\$	946,000	
O.2	Vehicle Shop Rooftop HVAC systems - Phase II	2012	7/1/2011	6/30/2012	830,000				830,000	
O.3	Vehicle Shop Rooftop HVAC systems - Phase III	2013	7/1/2012	6/30/2013	650,000				650,000	
O.4	Economic Development Reserves	2011	7/1/2010	6/30/2011	1,000,000				1,000,000	
O.5	Economic Development Reserves	2012	7/1/2011	6/30/2012	1,000,000				1,000,000	
O.6	Economic Development Reserves	2013	7/1/2012	6/1/3013	1,000,000				1,000,000	
O.7	CIP Committee Reserve / Airport Contingency	2011	7/1/2010	6/30/2011	4,000,000				4,000,000	
O.8	CIP Committee Reserve / Airport Contingency	2012	7/1/2011	6/30/2012	4,000,000				4,000,000	
O.9	CIP Committee Reserve / Airport Contingency	2013	7/1/2012	6/1/3013	4,000,000				4,000,000	
	<b>TOTAL OTHER</b>				\$ 17,426,000	\$	\$	\$	\$ 17,426,000	\$
<b>TOTAL Ongoing CIP</b>					\$ 144,748,000	\$ 24,385,500	\$ 4,000,000	\$ 51,616,400	\$ 60,746,100	\$ 4,000,000

**Exhibit G**  
**Salt Lake City Department of Airports**  
**Three-Year Capital Improvement Plan**  
**July 1, 2010**

CIP Proj. #	Project Description	Budget Year	Project Start	Project End	Project Budget (Escalated)	AIP Grants	ARRA Grants	PFC PAYG	Airport Funds	Other
<b>AUXILIARY AIRPORT - TVY</b>										
AA1-TV	Land Acquisition (Aviation Easements Only)	2008		8/1/2010	\$ 310,000	\$		\$ 31,000	\$	
AA2-TV	Infrastructure Improvements	2013	TBD		2,477,000				2,477,000	
AA3-TV	Apron / Taxiway Development	2011	1/1/2011	7/1/2012	834,000	750,600		83,400		
	<b>TOTAL AUXILIARY AIRPORT - TVY</b>				\$ 3,621,000	\$ 1,029,600	\$	\$ 114,400	\$ 2,477,000	\$
<b>LANDSIDE</b>										
L.1	3700 West UTA Fiber Infrastructure Reimbursement	2010	4/1/2010	10/31/2010	\$ 640,000	\$		\$	\$ 640,000	
L.2	Security / CCTV Enhancement	2011	7/1/2010	5/1/2011	4,000,000		4,000,000			
L.3	South Airfield Fiber Infrastructure Improvements	2011	7/1/2010	10/31/2010	200,000				200,000	
L.4	Remodel Public Restrooms (RAC Area)	2012	4/1/2010	11/19/2010	380,000				380,000	
L.5	3700 West Fiber Infrastructure Expansion	2012	7/1/2011	8/31/2012	1,300,000				1,300,000	
L.6	Asphalt Overlay Program									
L.6.1	Asphalt Overlay Program - Phase 6	2011	1/1/2010	10/31/2010	750,000				750,000	
L.6.2	Asphalt Overlay Program - Phase 7	2012	11/1/2010	8/31/2011	750,000				750,000	
L.6.3	Asphalt Overlay Program - Phase 8	2013	11/1/2011	8/31/2012	750,000				750,000	
	<b>TOTAL LANDSIDE</b>				\$ 8,770,000	\$	\$ 4,000,000	\$	\$ 4,770,000	\$
<b>LAND ACQUISITION</b>										
L1	Land Acquisition Program									
L1.1	Land Acquisition - Airport Improvement - 39	2011	7/1/2010	6/30/2011	\$ 6,000,000			\$	\$ 6,000,000	
L1.2	Land Acquisition - Airport Improvement - 64	2012	7/1/2011	6/30/2012	6,000,000				6,000,000	
L1.3	Land Acquisition - Airport Improvement - 75	2013	7/1/2012	6/30/2013	6,000,000				6,000,000	
	<b>TOTAL LAND ACQUISITION</b>				\$ 18,000,000			\$	\$ 18,000,000	
<b>OTHER</b>										
O.1	Vehicle Shop Rooftop HVAC systems - Phase I	2011	7/1/2010	6/30/2011	\$ 946,000			\$	\$ 946,000	
O.2	Vehicle Shop Rooftop HVAC systems - Phase II	2012	7/1/2011	6/30/2012	830,000				830,000	
O.3	Vehicle Shop Rooftop HVAC systems - Phase III	2013	7/1/2012	6/30/2013	650,000				650,000	
O.4	Economic Development Reserves	2011	7/1/2010	6/30/2011	1,000,000				1,000,000	
O.5	Economic Development Reserves	2012	7/1/2011	6/30/2012	1,000,000				1,000,000	
O.6	Economic Development Reserves	2013	7/1/2012	6/1/3013	1,000,000				1,000,000	
O.7	CIP Committee Reserve / Airport Contingency	2011	7/1/2010	6/30/2011	4,000,000				4,000,000	
O.8	CIP Committee Reserve / Airport Contingency	2012	7/1/2011	6/30/2012	4,000,000				4,000,000	
O.9	CIP Committee Reserve / Airport Contingency	2013	7/1/2012	6/1/3013	4,000,000				4,000,000	
	<b>TOTAL OTHER</b>				\$ 17,426,000	\$	\$	\$	\$ 17,426,000	\$
<b>TOTAL On-going CIP</b>					\$ 144,748,000	\$ 24,385,500	\$ 4,000,000	\$ 51,616,400	\$ 60,746,100	\$ 4,000,000

**Exhibit G**  
**Salt Lake City Department of Airports**  
**Three-Year Capital Improvement Plan**  
**July 1, 2010**

CIP Proj. #	Project Description	Budget Year	Project Start	Project End	Project Budget (Escalated)	AIP Grants	ARRA Grants	PEC PAYG	Airport Funds	Other
<b>TERMINAL REDEVELOPMENT PROGRAM (TRP)</b>										
<b>TRP 1.0 End of Runway Deicing Program</b>										
D1	Taxiway L Deicing Pad									
D1.1	Taxiway L Deicing Pad - Phase 1 (Design)	2009	10/1/2008		\$ 3,120,000			\$ 3,120,000		
D1.2	Taxiway L Deicing Pad - Phase 1 (Constr.)	2009	6/1/2009	8/6/2010	20,872,000	13,800,800		7,071,200		
D1.3	Taxiway L Deicing Pad - Phase 2 (Design)	2010	8/1/2009		550,000			550,000		
D1.4	Taxiway L Deicing Pad - Phase 2 (Constr.)	2010	4/12/2010	8/24/2010	22,350,000	13,800,800		8,549,200		
D1.5	Taxiway L Deicing Support Facility (Design)	2011	10/1/2010		493,000			493,000		
D1.6	Taxiway L Deicing Support Facility (Constr.)	2012	7/1/2011	9/30/2012	6,242,000			6,242,000		
	<b>SUBTOTAL Taxiway L Deicing Pad</b>				<b>\$ 53,627,000</b>	<b>\$ 27,601,600</b>		<b>\$ 26,025,400</b>		
D2	Runway 34L Deicing Pad									
D2.1	R/W 34L Deicing Pad - Phase 1 (Design)	2010	3/1/2010		\$ 2,775,000			2,775,000		
D2.2	R/W 34L Deicing Pad - Phase 1 (Constr.)	2011	5/1/2011	9/30/2012	22,000,000	13,800,000		8,200,000		
D2.3	R/W 34L Deicing Pad - Phase 2 (Design)	2012	8/1/2011		600,000			600,000		
D2.4	R/W 34L Deicing Pad - Phase 2 (Constr.)	2012	5/1/2012	9/30/2013	22,249,000	18,800,000		3,449,000		
D2.5	R/W 34L Deicing Support Facility (Design)	2012	10/1/2011		488,000			488,000		
D2.6	R/W 34L Deicing Support Facility (Constr.)	2013	7/1/2012	9/30/2012	6,399,000			6,399,000		
	<b>SUBTOTAL Runway 34L Deicing Pad</b>				<b>\$ 54,511,000</b>	<b>\$ 32,600,000</b>		<b>\$ 21,911,000</b>		
D3	Runway 34R Deicing Pad									
D3.1	Delta & United Cargo Bldgs. Modifications	2013	9/1/2012	1/6/2013	\$ 507,000			507,000		
D3.2	R/W 34R Deicing Pad - Phase 1 (Design)	2012	3/1/2012		2,878,000			2,878,000		
D3.3	R/W 34R Deicing Pad - Phase 1 (Constr.)	2013	5/1/2013	9/30/2014	24,000,000	13,800,000		10,200,000		
D3.4	R/W 34R Deicing Pad - Phase 2 (Design)	2014	8/1/2013		700,000			700,000		
D3.5	R/W 34R Deicing Pad - Phase 2 (Constr.)	2014	5/1/2014	9/30/2015	25,182,000	17,800,000		7,382,000		
	<b>SUBTOTAL Runway 34R Deicing Pads</b>				<b>\$ 53,267,000</b>	<b>\$ 31,600,000</b>		<b>\$ 21,667,000</b>		
<b>TRP 2.0 - Architectural, Engineering and Specialty Consultants</b>										
AE1.1	IT Consultant	2008			\$ 900,000			\$ 900,000		
AE1.2	Landside Transportation & Parking Consultant	2008			1,154,300			1,154,300		
AE1.3	Airport Transit Consultant	2009			1,200,000			1,200,000		
AE1.4	Concession Consultant	2009			750,000			750,000		
AE1.5	Extension of Staff Dev. Prog. Consultant	2010			2,000,000			2,000,000		
AE1.6	Environmental Analysis for Airport Exp. Program	2008			1,351,000			951,000		
AE1.7	Terminal & Concourse Architect	2008			4,962,000			4,962,000		
AE1.8	SD Phase I & II	2011			32,300,000	400,000		32,300,000		
AE1.9	Design Development Phase I	2011			28,800,000			28,800,000		
AE1.10	Construction Documents Phase I	2011			2,922,000			2,922,000		
AE1.11	PM/Support Services	2011			16,500,000			16,500,000		
	<b>SUBTOTAL Architectural, Engineering and Specialty Consultants</b>				<b>\$ 92,839,300</b>	<b>\$ 400,000</b>		<b>\$ 92,439,300</b>		
<b>Total Terminal Redevelopment Program</b>										
					<b>\$ 254,244,300</b>	<b>\$ 92,201,600</b>		<b>\$ 69,603,400</b>		<b>\$ 4,000,000</b>
<b>Grand Total 3 YEAR CIP</b>										
					<b>\$ 398,992,400</b>	<b>\$ 116,587,100</b>		<b>\$ 121,219,800</b>		<b>\$ 153,185,400</b>
										<b>\$ 4,000,000</b>





**EXECUTION COPY**

**OPERATING AGREEMENT**

FOR

SALT LAKE CITY INTERNATIONAL AIRPORT

BY AND BETWEEN

SALT LAKE CITY CORPORATION

AND

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## OPERATING AGREEMENT

THIS OPERATING AGREEMENT (as amended, modified or altered from time to time, the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between Salt Lake City Corporation, a municipal corporation of the State of Utah, and \_\_\_\_\_, a corporation organized and existing under the laws of \_\_\_\_\_ and authorized to do business in the State of Utah ("Airline").

### WITNESSETH:

WHEREAS, City has the ownership, custody, control and management of the Salt Lake City International Airport (as it now exists or hereafter may be extended, the "Airport," the approximate boundaries of which are shown on Exhibit A attached hereto, including all real property easements or any other interests therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by City) located in Salt Lake County, State of Utah, as well as the ownership, custody, control and management of South Valley Regional Airport in West Jordan, Salt Lake County, Utah, and Tooele Valley Airport in Tooele, Tooele County, Utah (the "Reliever Airports"); and

WHEREAS, the Salt Lake City Department of Airports ("SLCDA") operates, maintains, improves and promotes the Airport and the Reliever Airports on behalf of the City; and

WHEREAS, City has the right to lease, license, or otherwise provide for the use of the land, property and facilities of the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, Airline is duly certificated by the United States Department of Transportation, Federal Aviation Administration, and is engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo; and

WHEREAS, Airline desires to obtain certain rights, services and privileges in connection with the use of the Airport and its facilities, and City is willing to grant the same to Airline upon the terms and conditions hereinafter stated; and

WHEREAS, Airline and City agree to enter into this Agreement specifying the rights and obligations of the parties with respect to the use of the Airport by Airline;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, City and Airline do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

### **Article 1 Definitions**

The following words, terms and phrases wherever used in this Agreement shall for the purposes of this Agreement have the following meanings:

1.01 *Adjustment-to-Actual* shall mean the annual adjustments made in accordance with Section 8.06 hereof.

1.02 *Air Transportation Business* shall mean that business operated by Airline at the Airport for the commercial transportation by air of persons, property, mail, parcels and/or cargo.

1.03 *Air Transportation Company* shall mean a legal entity certificated by the Secretary of Transportation and engaged in the business of scheduled or non-scheduled commercial transportation by air of persons, property, mail, parcels and/or cargo.

1.04 *Airfield* shall mean those portions of the Airport provided for the landing, taking off, and taxiing of aircraft, including without limitation approach and turning zones, clear zones, avigation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, GSE Storage Areas, and other appurtenances related to the aeronautical use of the Airport, including any airfield property purchased for noise or other environmental mitigation purposes.

1.05 *Airfield Cost and Revenue Center* shall include the allocated share of Debt Service; direct, indirect and general administrative Operating Expenses; Renewal and Replacement Costs; reserve deposits; and all Revenues attributable to the Airfield.

1.06 *Airfield Revenue Requirement* shall mean the amount that includes all direct and indirect costs less certain revenues as defined in and in accordance with Section 8.02.1 hereof.

1.07 *Airline* shall mean the Air Transportation Company signing this Agreement.

1.08 *Airline Premises* shall mean those areas at the Airport designated by City as Joint Use Premises and Common Use Premises, as defined herein and shown on Exhibit A attached hereto. When required, these exhibits will be revised in accordance with changes in the designation of areas as provided herein.

1.09 *Airline Revenue Requirement* shall mean the sum of the Airfield Revenue Requirement and the Terminal Revenue Requirement.

1.10 *Airline Use Agreement* shall mean the agreement executed by City and the Signatory Airlines pertaining to such Signatory Airlines' operations and use of certain facilities at the Airport.

1.11 *Balanced Facility Requirement* shall mean the following minimum space that an Air Transportation Company must lease to qualify as a Signatory Airline: (a) one (1) gate (b) two (2) Ticket Counter positions, and (c) airline ticket office, bag make up, bag office or other space deemed part of the Balanced Facility Requirement by the Executive Director.

1.12 *Bonds* shall mean City of Salt Lake Airport Revenue Bonds issued pursuant to the Master Trust Indenture.

1.13 *Capital Investment* shall mean an expenditure made to acquire, purchase or construct a single capital item or project for the purpose of improving, maintaining or developing the Airport and shall include expenses incurred for acquisition, development, study, analysis, review, design, or capital planning efforts.

1.14 *Cargo Aircraft Aprons* shall mean those areas of the Airport that are primarily designated for the parking of cargo aircraft and support vehicles and the loading and unloading of cargo aircraft.

1.15 *Chargeable Landing* shall mean all Revenue Landings and Non-Revenue Landings.

1.16 *City* shall mean the Salt Lake City Corporation, a municipal corporation of the State of Utah, and the person, division, department, bureau, or agency as may from time to time be expressly designated by the City to exercise functions equivalent or similar to those now exercised by the City with respect to rights and obligations of City under this Agreement.

1.17 *City Council* shall mean the City Council of City.

1.18 *Common Use* shall mean shared use of areas by Airline and one or more other Air Transportation Companies.

1.19 *Common Use Premises* shall mean those areas of the Terminal, including without limitation Common Use Gates, Common Use Ticket Counters, Common Use Skycap Positions and baggage areas, not assigned on an Exclusive Use, Joint Use or Preferential Use basis (excluding Public Space) but rather used in common by Airline and one or more other Air Transportation Companies.

1.20 *Cost and Revenue Centers* shall mean those areas or functional activities of the Airport used for the purposes of accounting for Revenues, Operating Expenses, Renewal and Replacement Costs, Capital Investments and Debt Service as identified in Exhibit B.

1.21 *Coverage Amount* shall mean: (i) with respect to any Debt Service on Bonds, an amount equal to twenty-five percent (25%) of such Debt Service, and (ii) with respect to Debt Service on Subordinated Indebtedness, an amount equal to the amount by which the Revenues available to pay such Subordinated Indebtedness are required to exceed the Debt Service on such Subordinated Indebtedness pursuant to the applicable Subordinated Financing Agreement.

1.22 *Customer Facility Charges* ("CFCs") shall mean fees imposed for non-aeronautical use of the Airport for the purpose of funding non-aeronautical facilities at the Airport, such as a consolidated rental car facility, as such fees may be altered from time to time during the Term of this Agreement.

1.23 *Debt Service* shall mean, with respect to outstanding Bonds and Subordinated Indebtedness, any principal, interest, premium, and any other fee or amount, including, without limitation, credit enhancement or liquidity costs, payments with respect to interest rate swaps or other hedging agreements, financing costs, remarketing and broker-dealer fees, payments required to be made to the United States Treasury for arbitrage rebates (including the cost of calculation of same), and trustee or other fiduciary fees either paid or accrued for such Bonds and Subordinated Indebtedness, exclusive of amounts funded by PFCs (as defined in Section 1.48), CFCs (as defined in Section 1.22) or federal grants. Except for the purposes of calculating the Coverage Amount, Debt Service also shall be exclusive of amounts funded by CFCs or federal grants.

1.24 *Debt Service Reserve Fund* shall mean such Fund as described in the Master Trust Indenture and each account therein.

1.25 *Deplaned Passenger* shall mean any passenger disembarking an aircraft, including any such passenger that shall subsequently board another aircraft of the same or a different Air Transportation Company or the same aircraft previously operating under a different flight number.

1.26 *DOT* shall mean the United States Department of Transportation.

1.27 *Enplaned Passenger* shall mean any passenger boarding an aircraft, including any such passenger that previously disembarked from another aircraft of the same or a different Air Transportation Company or from the same aircraft previously operating under a different flight number.

1.28 *Environmental Laws* shall mean and include all applicable federal, state, and local laws, statutes, ordinances, regulations, decrees, and/or rules currently in effect or which may come into effect during the Term of this Agreement, as may be amended from time to time, and all implementing regulations, orders, and applicable federal or applicable state court decisions interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all applicable federal or state superlien or environmental clean-up statutes.

1.29 *Exclusive Use Premises* shall mean any office space, storage area, VIP lounge, employee break room or other area of the Terminal designated by City for exclusive use by any Signatory Airline as shown on Exhibit A.

1.30 *Executive Director* shall be the Executive Director of SLCDA and shall include such person or persons as may from time to time be authorized in writing by City or by the Executive Director or applicable law to act for the Executive Director with respect to any or all matters pertaining to this Agreement.

1.31 *FAA* shall mean the Federal Aviation Administration or its authorized successor(s).

1.32 *Fiscal Year* shall mean the annual accounting period of City for its general accounting purposes which, at the time of entering into this Agreement, is the period of 12 consecutive months ending with the last day of June of any year.

1.33 *Gate* shall mean those portions of the Terminal individually comprised of a passenger loading bridge, if any, a passenger holdroom and a Gate Apron.

1.34 *Gate Apron* shall mean the ramp area associated with a Gate.

1.35 *GSE Storage Areas* shall mean those areas of the Airport that are primarily designated for the storage of ground support equipment, which areas are shown on Exhibit A attached hereto.

1.36 *Hazardous Materials* shall mean any and all substances, products, by-products, waste, or other materials of any nature or kind whatsoever which (a) are or become listed or regulated under any Environmental Laws; (b) give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under applicable reported decisions of state or federal court; or (c) which may be hazardous or harmful to the air, water, soil or environment or affect industrial hygiene, occupational health or safety, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

1.37 *Investment Service* shall mean those annual charges for payments of Debt Service and associated Debt Service coverage plus annual charges for amortization of Capital Investments funded by Net Remaining Revenues.

1.38 *Joint Use Premises* shall mean those areas of the Terminal that are used jointly by Airline and one or more other Air Transportation Companies, which areas are shown on Exhibit A attached hereto.

1.39 *Landing Fee* shall mean a fee expressed in dollars and cents per thousand pounds of the Maximum Gross Landed Weight of each type of Airline's aircraft and shall be multiplied by the total of all Maximum Gross Landed Weight for all Chargeable Landings of each type of aircraft landed at the Airport by Airline.

1.40 *Master Trust Indenture* shall mean the trust agreement by and between City and the Trustee that provides for the issuance of City of Salt Lake Airport Revenue Bonds, as supplemented by additional or supplemental resolutions and supplemental trust agreements.

1.41 *Maximum Gross Landed Weight* shall mean the maximum gross certificated landing weight in one thousand pound units for each aircraft operated at the Airport by Airline as certificated by the FAA or its successor.

1.42 *Net Bond Proceeds* shall mean the amount of the proceeds of any Bonds that is available for construction or acquisition of projects, net of costs of issuance, reserve amounts, capitalized interest, discount or other amounts paid from Bond proceeds.

1.43 *Net Remaining Revenues* shall mean, for a given Fiscal Year, the amount equal to Revenues plus Other Available Funds less Operating Expenses less Debt Service less the Coverage Amount (for the current Fiscal Year) less other required fund deposits or payments described in the Master Trust Indenture (including required Renewal and Replacement Costs and Subordinated Indebtedness, if any).

1.44 *Non-Revenue Landing* shall mean any aircraft landed by Airline at the Airport for a flight for which Airline receives no revenue.

1.45 *Operating Expenses* shall mean the current expenses, paid or accrued, of operation, maintenance, and ordinary current repairs of the Airport (calculated in accordance with sound accounting principles) and shall include, but not be limited to, insurance premiums, reserves and estimated costs; salaries and wages; benefits; fees for services; costs of materials, supplies and fuel; overhead; letter of credit fees; broker-dealer fees; auction agent fees; trustee fees; bond

administration expenses; arbitrage rebate calculation and payment requirements and other similar costs; administrative expenses of City relating solely to the Airport, including engineering, architectural, legal, consultants, and accounting fees and expenses; and other reasonable current expenses calculated in accordance with sound accounting principles as provided above. Operating Expenses shall not include depreciation, costs of capital additions, replacements, betterments, extensions or improvements to the Airport, which under generally accepted accounting principles are chargeable to a capital account or to a reserve for depreciation, charges for the payment of principal and interest on any indebtedness heretofore or hereafter issued for Airport purposes, or any operating expenses of special purpose facilities buildings where the lessees thereof are obligated to pay such operating expenses.

1.46 *Other Available Funds* shall mean amounts (other than Revenues or PFC revenues) made available to pay Debt Service in any period in accordance with the Master Trust Indenture and restrictions contained therein. Other Available Funds includes, but is not limited to, rolling debt service coverage amounts and grant funds used to pay Debt Service.

1.47 *Other Indebtedness* shall mean any debt incurred by City for Airport purposes which is outstanding and not authenticated and delivered under and pursuant to the Master Trust Indenture or any Subordinated Financing Agreement.

1.48 *Passenger Facility Charges* ("PFCs") shall mean the fees authorized by 49 U.S.C. § 40117 and regulated by 14 C.F.R. Part 158 as such statute and regulations currently exist or as they may be amended during the Term of this Agreement.

1.49 *Period of Use* for a Scheduled Operation shall mean the period of time that an Air Transportation Company is authorized to use a Gate or a Ticket Counter for a scheduled arrival and/or departure pursuant to the Rules and Regulations.

1.50 *Preferential Use* of a Gate or Ticket Counter shall mean scheduling preference, over similar operations by another Scheduled Airline, given to a Signatory Airline for the use of a Gate or Ticket Counter during applicable Periods of Use for its Scheduled Operations.

1.51 *Preferential Use Premises* shall mean those portions of the Terminal and Terminal Aircraft Aprons, as shown in Exhibit A attached hereto, to which Signatory Airlines shall have priority of use over other Air Transportation Companies, subject to the provisions of Article 7 hereof.

1.52 *Public Space* shall mean all utility rooms, ductways, janitorial rooms and closets, stairways, hallways, elevators, escalators, entrance-ways, public lobbies and areas, public toilet areas and other areas used for the operation, maintenance or security of the Terminal, even if used solely by City, as shown on Exhibit A attached hereto.

1.53 *Rentable Terminal Space* shall mean the number of square feet of space in the Terminal that is rentable to tenants, including office and administrative space used by the City.

1.54 *Renewal and Replacement Costs* shall mean the costs for the renewal and replacement of existing facilities at the Airport in accordance with the Master Trust Indenture.



1.55 *Requesting Airline* shall mean a Scheduled Airline without adequate Gate or Ticket Counter access desirous of operating from the Airport.

1.56 *Revenue Landing* shall mean a landing of any aircraft by Airline at the Airport for which Airline receives revenue.

1.57 *Revenues* shall mean income, revenues, receipts and moneys accrued by City in accordance with generally accepted accounting principles, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof or the leasing or use thereof, but excluding:

1.57.1 any money received by or for the account of City from the levy or collection of taxes;

1.57.2 moneys received from the State of Utah or the United States of America to the extent required to be deposited in restricted funds and used for purposes inconsistent with their use as General Airport Revenues under the terms of the Master Trust Indenture;

1.57.3 lease deposits and security deposits;

1.57.4 moneys required to be paid to the State of Utah or the United States of America pursuant to agreements with City;

1.57.5 moneys received from insurance proceeds or settlements or the sale of or upon the taking by or under the threat of eminent domain of all or any part of the Airport, including easement interests;

1.57.6 proceeds from Bonds or Subordinated Indebtedness issued by City or proceeds from loans, indebtedness or other obligations entered into by City;

1.57.7 moneys or securities received by City as gifts or grants, to the extent the use of such moneys or securities is restricted by the donor or grantor to purposes inconsistent with their use as General Airport Revenues under the terms of the Master Trust Indenture;

1.57.8 CFC revenues;

1.57.9 PFC revenues; and

1.57.10 any revenues from special purpose facilities that are pledged for the payment of debt service on special facility bonds.

1.58 *Rules and Regulations* shall mean Airport's Rules and Regulations governing the conduct of operations at the Airport as such Rules and Regulations currently exist or as they may be amended or supplemented during the Term of this Agreement as provided in Section 16.07.

1.59 *Scheduled Airline* shall mean an Air Transportation Company performing Scheduled Operations at the Airport.

1.60 *Scheduled Operation* shall mean a Scheduled Airline's operation (arrival or departure) that occurs pursuant to a schedule that is published in the Official Airline Guide ("OAG") or any successor publication so long as such schedule is made available to City at least forty-five (45) days prior to the commencement or rescheduling of the operation.

1.61 *Shared Use Equipment* shall mean equipment that is utilized on a shared basis for passenger processing.

1.62 *Signatory Airline* shall mean an Air Transportation Company that (a) signs an agreement with City substantially similar to the Airline Use Agreement in effect at the time for the Airport, (b) provides passenger service, and (c) satisfies the Balanced Facility Requirement.

1.63 *Skycap Positions* shall mean areas designated by the Airport on the Terminal departure curb or as otherwise located for the passenger and baggage check-in process.

1.64 *Subordinated Financing Agreement* shall mean a bond resolution, trust agreement, indenture or other financing agreement providing for or authorizing the issuance by City of Subordinated Indebtedness, including an agreement related to the security or credit enhancement for the Subordinated Indebtedness, as each may be supplemented or amended from time to time.

1.65 *Subordinated Indebtedness* shall mean any bonds or other financing instrument or obligation subordinate to the Bonds issued pursuant to any Subordinated Financing Agreement.

1.66 *Term* shall mean the period of time during which Airline's activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date as set forth in Article 2 hereof and, except as otherwise set forth herein, terminate on the termination date set forth in Article 3.

1.67 *Terminal Aircraft Aprons* shall mean those areas of the Airport that are primarily designated for the parking of passenger aircraft and support vehicles and the loading and unloading of passenger aircraft, which areas are shown on Exhibit A attached hereto.

1.68 *Terminal* shall mean the passenger terminal buildings and the Terminal Aircraft Aprons as displayed in Exhibit A attached hereto.

1.69 *Terminal Cost and Revenue Center* shall include the allocated share of Debt Service; direct, indirect and general administrative Operating Expenses; Renewal and Replacement Costs; reserve deposits; and all Revenues attributable to the Terminal.

1.70 *Terminal Fees* shall mean the fees effective July 1<sup>st</sup> of each Fiscal Year as determined according to the methods set forth in Section 8.03 hereof.

1.71 *Terminal Revenue Requirement* shall mean the amount that includes all direct and indirect costs less certain Revenues as defined in and in accordance with Section 8.03.1.

1.72 *Ticket Counter* shall mean those areas made available by the Airport for ticketing passengers and receiving baggage. Each Ticket Counter shall include the area fifteen (15) feet in front of each counter for the counter's entire width to accommodate passenger queues.

1.73 *TSA* shall mean the Transportation Security Administration.

1.74 *Turn* shall mean the arrival and subsequent departure of an aircraft at a Gate at the Airport for any reason, including any tow to or from a Gate.

Additional words and phrases used in this Agreement but not defined herein shall have the meanings set forth in the Master Trust Indenture or, if not so set forth, shall have their usual and customary meanings.

## Article 2 Effective Date

2.01 *Effective Date.* This Agreement, along with the determinations of fees and charges set forth herein, shall be effective on the later of July 1, 2010 or such date as Airline delivers a duly executed copy of this Agreement to SLCDA (the "Effective Date").

2.02 *Cancellation of Prior Agreements.* At the Effective Date, the Airline Use Agreement between Airline and City dated July 1, 2008, if any, shall terminate.

## Article 3 Term

3.01 *Termination Date.* This Agreement shall commence on the Effective Date and shall terminate at midnight on June 30, 2013 unless canceled sooner as provided herein. Notwithstanding anything set forth herein to the contrary, both Airline and City shall be entitled to terminate this Agreement at any time during the Term upon thirty (30) days written notice to the other party hereto, such termination to be effective at the end of the thirty (30) day notice period.

3.02 *Extension.* The Term of this Agreement may be extended for a renewal period of one year from July 1, 2013 to June 30, 2014 by the mutual written agreement of Airline and City.

## Article 4 Premises

4.01 *Airline Premises.* City does hereby grant to Airline and Airline does hereby accept the right to use on a non-exclusive basis the Airline Premises with other Air Transportation Companies on an "as is" basis with all faults. Except as specifically provided otherwise herein, the City does not warrant or represent that the Airline Premises are suitable for the uses contemplated in this Agreement.

4.02 *Terminal Equipment.* Terminal equipment owned or acquired by City for use by Airline shall remain the property and under the control of City.

4.03 *Employee Parking.* City will make reasonable efforts to make available area(s) at the Airport for vehicular parking for Airline's personnel employed at the Airport; provided, however, such area(s) shall not be used for: (a) vehicle parking or storage for any period other than such

personnel's performance of employment for Airline at the Airport, or (b) parking or storage of trailers, recreational vehicles (RVs) or other oversized vehicles at any time. Usage of any parking area(s) made available by City at the Airport is subject to Article 5, Article 8 and the Rules and Regulations.

4.04 *Federal Inspection Services ("FIS") Facilities.* City shall designate areas in the Terminal, or elsewhere on the Airport, to be used by agencies of the United States for the inspection of international passengers and their baggage and for the exercise of the responsibilities of said agencies with respect to the movement of persons, property, and cargo to and from the United States.

## **Article 5 Grant of Rights to Use Airport**

5.01 *Airline Rights and Privileges.* In addition to all rights granted elsewhere in this Agreement, Airline shall have the right to use, in common with others so authorized by City, areas (other than areas leased preferentially or exclusively to others), facilities, equipment, and improvements at the Airport for the operation of Airline's Air Transportation Business and all activities reasonably necessary for such operations, including but not limited to:

5.01.1 The landing, taking off, flying over, taxiing, towing, and conditioning of Airline's aircraft and, in areas designated by City, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of Airline's aircraft and support equipment subject to the availability of space and subject to such reasonable charges and regulations as City may establish; provided, however, Airline shall not permit the use of the Airfield by any aircraft operated or controlled by Airline which exceeds the design strength or capability of the Airfield as described in the then-current FAA-approved Airport Layout Plan ("ALP") or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

5.01.2 The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, cargo, and express services, and reasonable and customary airline activities.

5.01.3 The training of personnel in the employ of or to be employed by Airline and the testing of aircraft and other equipment being utilized at the Airport in the operation of Airline's Air Transportation Business; provided, however, said training and testing shall be incidental to the use of the Airport in the operation by Airline of its Air Transportation Business and shall not hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. City reserves the right to restrict or prohibit such training and testing operations which it deems to interfere with the use of the Airport, including excessive noise as reasonably determined by City.

5.01.4 The sale, disposition, or exchange of Airline's aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, or other similar equipment or supplies; provided, however, Airline shall not sell or permit to be sold

aviation fuels or propellants except (i) to such Air Transportation Company which is a successor company to Airline, (ii) for use in aircraft of others which are being used solely in the operation of Airline's Air Transportation Business, or (iii) when a comparable grade and type of fuel desired by others is not available at the Airport except from Airline.

5.01.5 The purchase at the Airport or elsewhere of fuels, lubricants, and any other supplies and services from any person or company, subject to City's right to require that each provider of services and/or supplies to Airline secures a permit from City to conduct such activity at the Airport, pays required fees, and abides by all reasonable rules and regulations established by City. No discriminatory limitations or restrictions shall be imposed by City that interfere with such purchases; provided, however, nothing herein shall be construed to permit Airline to store aviation fuels at the Airport. This Agreement grants no right to store aviation fuels; the granting of any right to store aviation fuels shall be subject to the execution of a separate agreement between Airline and City.

5.01.6 The servicing by Airline or its suppliers of aircraft and other equipment being utilized at the Airport by Airline on the Terminal Aircraft Aprons or such other locations as may be designated by the Executive Director.

5.01.7 The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by City at Terminal Aircraft Aprons or such other locations as may be designated by the Executive Director; provided Airline shall not use Terminal Aircraft Aprons immediately adjacent to the passenger Terminal to load or unload all-cargo aircraft unless otherwise authorized in writing by the Executive Director and provided further that Air Transportation Companies and third parties will be entitled to ingress and egress over the Terminal Aircraft Aprons from time to time, as provided in the Rules and Regulations, for access to adjacent space, including without limitation office space, in the Terminal.

5.01.8 The storage of ground support equipment in designated GSE Storage Areas; provided that Airline shall promptly dispose of or remove damaged and inoperative ground support equipment from the Airport. If Airline fails to remove damaged and inoperative ground support equipment within thirty (30) days after receiving written notice requesting removal from City and City exercises its right to remove such equipment as provided in Section 11.03.3 hereof, any equipment that is so removed shall, at City's option, be stored by City at Airline's expense.

5.01.9 The provision, either alone or in conjunction with other Air Transportation Companies or through a nominee, of porter/skycap service for the convenience of the public, at no cost to City. Notwithstanding anything set forth herein, Airline and Airline's agents, contractors, employees and service providers shall not be entitled to use electric carts to transport passengers in the Terminal.

5.01.10 Airline shall have the right to ingress to and egress from the Airport and Airline Premises for Airline's officers, employees, agents, and invitees, including passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property. Such right shall be subject to 49 C.F.R. Part 1542, applicable laws, and City's right in accordance with its applicable law to establish reasonable and nondiscriminatory Rules and Regulations governing (i) access by the general public, including Airline's passengers, and (ii) access to non-public areas at the Airport by Airline's employees, suppliers of materials, and furnishers of services; provided, however, any such Rules and Regulations of City shall not unreasonably interfere with the operation of Airline's Air Transportation Business. City may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any roadway or access to the Airport, so long as a means of ingress and egress reasonably equivalent is concurrently made available to Airline. Notwithstanding the foregoing, as part of the obligations of Airline set forth in Article 10, Airline hereby releases and discharges City from any and all claims, demands, or causes of action which Airline may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

5.01.11 Subject to any applicable Rules and Regulations, nothing in this paragraph shall prohibit Airline from providing under a separate agreement with City for its own flight kitchen for catering services to its passengers and crews for consumption aboard aircraft.

5.01.12 The rights and privileges granted to Airline pursuant to this Article 5 may be exercised on behalf of Airline by other Air Transportation Companies or contractors authorized by City to provide such services at the Airport, subject to the prior written approval of City and further subject to all laws, rules, regulations, fees and charges and the terms hereof as may be applicable to the activities undertaken.

## 5.02 *Exclusions and Reservations.*

5.02.1 Nothing in this Article 5 shall be construed as authorizing Airline to conduct any business separate and apart from the conduct of its Air Transportation Business.

5.02.2 Airline shall not knowingly interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at the Airport.

5.02.3 Airline shall not engage in any activity prohibited by City's approved FAR Part 150 Noise Compatibility Study and Preferential Runway Use Program as amended or supplemented from time to time in accordance with applicable law.

5.02.4 As soon as possible after release from proper authorities, Airline shall remove any of its disabled aircraft from the Airfield or Terminal Aircraft Aprons, shall place any such disabled aircraft only in such storage areas as may be reasonably designated by the Executive Director, and shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by City. In the event Airline shall fail to remove any of its disabled aircraft as expeditiously as possible, City may, but shall not be obligated to, cause the removal of such disabled aircraft. Airline shall pay to City, upon receipt of an invoice, the costs incurred for such removal plus fifteen percent (15%). Nonpayment of such invoice shall be deemed a default of this Agreement pursuant to Article 11.

5.02.5 Airline shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If Airline shall do or permit to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, which act or failure, in and of itself, causes an increase in City's insurance premiums, Airline shall immediately remedy such actions and/or pay the increase in premiums, upon notice from City to do so.

5.02.6 Airline shall not maintain or operate in the Terminal or elsewhere at the Airport for the purpose of selling retail items, food and beverages to the public or to Airline's employees and passengers a retail establishment or a cafeteria, restaurant, bar or cocktail lounge.

5.02.7 City may, at its sole option, install or cause to be installed advertising and revenue generating devices, including vending machines, in Common Use Premises. Airline shall purchase all advertising for any product or service other than air service arriving at or departing from the Airport from the Airport's advertising concessionaire. City may, at its sole option, install pay telephones or internet access in any part of the Terminal. Income generated by such telephones, internet access and devices shall be accounted for in the same manner as other non-airline Revenues of the Airport.

5.02.8 Airline shall not dispose of nor permit any other person to dispose of any waste material into the sanitary or storm sewers at the Airport or elsewhere, whether liquid or solid, unless such waste materials or products are first properly treated or otherwise disposed of in compliance with applicable Environmental Laws. Nothing herein shall prohibit Airline from disposing of human waste taken from its aircraft in proper designated sanitary sewer facilities.

5.02.9 Airline shall not disturb any asbestos at the Airport without first obtaining all permits and approvals as required by applicable Environmental Laws or by the City. City shall make available to Airline upon

request any surveys, reports, plans, or other documentation regarding the presence or management of asbestos in areas of Airline's operations.

5.02.10 Airline shall not stack aircraft beyond the bounds of any leased Terminal Aircraft Apron without the written consent of SLCDA.

5.02.11 The rights and privileges granted Airline pursuant to this Article 5 shall be subject to any and all reasonable and nondiscriminatory Rules and Regulations established by City, as such Rules and Regulations may be amended from time to time in accordance with Section 16.07 and to the provisions of this Agreement. Airline covenants and agrees that it will not violate or permit its agents, contractors or employees to violate any such Rules and Regulations. City may prescribe civil penalties and injunctive remedies for violations of any Rules and Regulations, and the same may be applied to Airline for violations of Airline's agents, contractors or employees.

5.02.12 Airline acknowledges and agrees that Shared Use Equipment may be used in all Common Use Premises, except as otherwise provided herein.

5.02.13 Any and all rights and privileges not specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to City.

5.03 *Airline Termination Rights.* Airline shall have the option to terminate this Agreement upon occurrence of any of the following events, such option to be exercised by notice in writing mailed to City while such event continues and not thereafter:

5.03.1 The issuance of any order, rule or regulation by the DOT, the TSA, the FAA, its or their successor federal agencies, or other competent governmental authority, state or federal, or the issuance by any court of competent jurisdiction of an injunction, materially and substantially restricting for a period of at least ninety (90) days the use of the Airport for scheduled air transportation; provided that none of the foregoing has been initiated, caused or contributed to by Airline.

5.03.2 The suspension or revocation of the operating certificate for the Airport that continues for a period of at least ninety (90) days.

5.03.3 The material and substantial restriction of City's operation of the Airport by action of the United States Government or any authorized agency thereof under its wartime or emergency powers and the continuance thereof for a period of not less than ninety (90) days.

## **Article 6 Operation And Maintenance Of The Airport**

6.01 *Designation of Operation and Maintenance Responsibilities.* In addition to the obligations of Airline and City set forth in this Article 6, responsibilities for maintenance, cleaning,



and operation of the Airport shall be as set forth in Exhibit C, attached hereto and made a part hereof.

6.02 *City Obligations.*

6.02.1 City shall, with reasonable diligence, prudently develop, improve, and at all times maintain and operate the Airport in a manner consistent with airports of similar size with qualified personnel and keep the Airport in an orderly, clean, neat and sanitary condition and good repair, unless such maintenance, operation, or repair shall be Airline's obligation pursuant to Section 6.03 and the Maintenance Matrix attached as Exhibit C hereto.

6.02.2 City shall, to the extent it is legally able so to do, use reasonable efforts to keep the Airport and its aerial approaches free from ground obstruction for the safe and proper use thereof by Airline.

6.02.3 City shall provide facilities for and the delivery of heating and air conditioning to those areas of the Terminal presently having facilities for the same and to such additional areas as may be agreed upon by the parties from time to time and permitted by appropriate authority. City shall also provide electricity for illumination and shall replace lamps where appropriate in the Airport other than in the Exclusive Use Premises, which shall be the responsibility of the relevant Signatory Airlines. Finally, City shall provide water and sanitary sewer connections to those areas of the Terminal presently having facilities for the same and to such additional areas as may be agreed upon by the parties from time to time. Water and sanitary sewer connections are for normal domestic usage. In the event Airline requires water for commercial or maintenance purposes, the same may be furnished to and paid for by Airline as mutually agreed upon by Airline and City. Responsibility for specific maintenance and operating expenses will be managed in accordance with specifications detailed at Exhibit C.

6.02.4 Notwithstanding the foregoing, as part of the obligations of Airline set forth in Article 10, Airline hereby releases and discharges City from any and all claims, demands, or causes of action which Airline may now or at any time hereafter have arising or alleged to arise out of City's failure to furnish all or any of such services to be provided in accordance with this Section 6.02 and Exhibit C.

6.02.5 City shall maintain (i) loading bridges owned by City; (ii) preconditioned air systems owned by City; (iii) associated 400 Hertz units owned by City; (iv) baggage conveyors owned by City; (v) potable water units associated with all loading bridges; and (v) other systems that may be acquired by City in the future.

6.02.6 City shall, in the operation of the Airport, comply with all applicable local, state and federal laws, rules and regulations.

6.02.7 City shall use reasonable efforts to manage and control the growth of operation and maintenance expenses for the Airport.

6.03 *Airline Obligations.*

6.03.1 Airline shall keep all of its Airline Premises free of debris and in an orderly condition; provided, however, this requirement shall not be construed to mean Airline shall have those janitorial or other responsibilities designated to be those of City pursuant to Section 6.02 above and Exhibit C.

6.03.2 Airline shall keep, at its own expense, the Terminal Aircraft Aprons and Cargo Aircraft Aprons free of fuel, oil, debris and other foreign objects during Airline's use thereof.

6.03.3 Notwithstanding anything set forth herein to the contrary, Airline shall operate and maintain, at its own expense, any improvements and/or equipment installed by Airline or City for the exclusive use of Airline, except as the City otherwise agrees.

6.03.4 If Airline fails to perform its material obligations hereunder, City shall have the right to perform such activities; provided, however, other than in a case of emergency, City shall give Airline reasonable advance written notice of non-compliance, not to exceed ten (10) days, prior to the exercise of this right. If such right is exercised, Airline shall pay City, upon receipt of invoice, the cost of such services plus fifteen percent (15%). Nonpayment of such invoice shall be deemed a default of this Agreement, pursuant to Article 11.

6.03.5 Airline shall keep its flight information on the multi-user flight information display system ("MUFIDS") at the Airport current in the manner that best suits Airline's operations. At the request of Airline, City shall provide a computer connection to Airline so that Airline can access and update this system.

6.03.6 Airline shall provide written notice to SLCDA of any service providers, agents or contractors who will be providing services to Airline at the Airport. All such service providers, agents or contractors must comply with the Rules and Regulations, and Airline shall ensure that its service providers, agents or contractors obtain a permit from SLCDA before providing any services to Airline at the Airport.

**Article 7 Assignment And Use Of Gates, Ticket Counters And Other Areas**

7.01 *No Exclusive Use Gates or Ticket Counters.* All Gates and Ticket Counters within the Terminal will be for either Common Use or Preferential Use in accordance with the terms of this Article. The allocation of Common Use Gates, Preferential Use Gates, Common Use Ticket Counters and Preferential Use Ticket Counters for the Term of this Agreement is shown on Exhibit A attached hereto. Airline's use of all Gates and Ticket Counters shall at all times be subject to the

Rules and Regulations, which may be amended from time to time in accordance with Section 16.07 after consultation with the Signatory Airlines.

7.02 *City Scheduling Rights at Preferential Use Gates and Ticket Counters.* The City shall have the right, upon reasonable notice to any affected Signatory Airline, to schedule at a Preferential Use Gate or Ticket Counter arrivals and departures by a Requesting Airline at all periods of time other than the Signatory Airline's Periods of Use of that Preferential Use Gate or Ticket Counter.

7.03 *Accommodation Charges for Preferential Use Gates and Ticket Counters.* Any Requesting Airline that is accommodated at any Signatory Airline's Preferential Use Gates or Ticket Counters shall be required to pay City the same charges for use of the Gate or Ticket Counter that it would have been required to pay for use of a Common Use Gate or Ticket Counter. As a condition of accommodation on any Signatory Airline's Preferential Use Gates or Ticket Counters, the Requesting Airline shall pay all reasonable towing, Remain Overnight (RON) fees and other charges related to the accommodations that are assessed by the Signatory Airline.

7.04 *Gate and Ticket Counter Accommodation Conditions.* As a condition of accommodation on any Signatory Airline's Preferential Use Gates and Ticket Counters, the Requesting Airline shall have executed an agreement that is substantially in the form of the Airline Use Agreement or this Operating Agreement, as applicable, through which the Requesting Airline is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth herein. These insurance and indemnification obligations shall inure to the benefit of the affected Signatory Airline as a third-party beneficiary for any period of accommodation, and the affected Signatory Airline shall not be required to accommodate a Requesting Airline at its Preferential Use Gates or Ticket Counters if the Requesting Airline's insurance and indemnification obligations are not satisfied.

7.05 *City's Control of Common Use Gates and Ticket Counters.* The City shall retain exclusive control of the use of all Common Use Gates and Ticket Counters.

7.06 *Accommodation Charges for Common Use Gates and Ticket Counters.* A Requesting Airline that is accommodated at a Common Use Gate or Ticket Counter will be charged on a per-use basis in accordance with Article 8 and Exhibit B. These charges may be adjusted by the City annually at its sole discretion. Rates established for Common Use Gate charges and Common Use Ticket Counter charges are not subject to any subsequent Adjustment-to-Actual.

7.07 *Shared Use Gate Equipment.* The City reserves the right to install Shared Use Equipment for passenger processing at all Common Use and Preferential Use Gates.

7.08 *GSE Storage Areas.* Each Fiscal Year during the Term hereof the Executive Director shall assign GSE Storage Areas to Airline in the Executive Director's discretion.

7.09 *Skycap Positions.* Each Fiscal Year during the Term hereof the Executive Director shall assign Skycap Positions to Airline in the Executive Director's discretion.

7.10 *Self-Service Devices.* Airline may only install proprietary Self-Service Devices for passenger processing at the Airport with the Executive Director's approval.

## Article 8 Rates And Charges

8.01 *Rate-Setting Methods.* The Landing Fees and Terminal Fees to be charged by City and paid by Airline and by all other Non-Signatory Airlines for use of the Airport from the Effective Date until the expiration or earlier termination of this Agreement shall be calculated using the rate-setting methods set forth in this article. Exhibit B attached to and incorporated in this Agreement for illustrative purposes is a three-year model of rates and charges with an actual calculation of rates and charges for Fiscal Year 2011 using the methods set forth in this article based upon currently available budget and forecast levels of Airport activity for the year. This model has been prepared in good faith, but it shall not be binding on City. In its discretion, City may make changes to the model that are consistent with the provisions of this Agreement during the Term.

8.02 *Landing Fee.* The Landing Fee effective July 1<sup>st</sup> of each Fiscal Year shall be determined according to the method set forth in this article.

8.02.1 *Airfield Revenue Requirement.* The City will calculate the Airfield Revenue Requirement by computing the sum of the following budgetary items for each Fiscal Year:

(a) Debt Service allocable to Airfield capital projects funded from Bonds or Subordinated Indebtedness; *plus*

(b) the Coverage Amount applicable to the Debt Service amount calculated pursuant to subsection (a) above; *plus*

(c) Amortization allocable to Airfield capital projects funded from Net Remaining Revenues, based on the economic life of each such capital project using the half year convention and including a return on the unamortized portion of each such project calculated using an interest rate set to equal the average all-in cost of Bonds sold by the City during the Fiscal Year when such project is put in service or, if no Bonds were sold, set to equal comparable average borrowing costs published in the Municipal Bond Index on June 30<sup>th</sup> of each year; *plus*

(d) the annual Operating Expenses allocable to the Airfield, excluding costs billed directly to and paid by the Air Transportation Companies; *plus*

(e) an amount equal to (i) the total deposits needed to replenish the Debt Service Reserve Fund to required levels times (ii) a fraction, the numerator of which is the total amount of Net Bond Proceeds allocable to the Airfield and the denominator of which is the total amount of Net Bond Proceeds; *plus*

(f) any amounts necessary to fully fund the Renewal and Replacement Reserve Fund allocable to the Airfield and the Operation and Maintenance Reserve Fund allocable to the Airfield as provided in Section 8.09 hereof; *minus*

(g) Revenues other than Landing Fees charged to Air Transportation Companies that are accrued by City for the use of the Airfield; *plus or minus*

(h) the Adjustment-to-Actual allocable to the Airfield as calculated under Section 8.06.

8.02.2 *Estimated Landed Weight.* By January 1<sup>st</sup> of each Fiscal Year, Airline will provide estimates of the forecast aggregate Maximum Gross Landed Weight for all aircraft greater than 12,500 pounds carrying passengers or cargo in commercial service that are expected to land at the Airport during the next Fiscal Year. SLCDA will provide prior notice to Airline each year during the Term requesting such estimates; provided, however, that SLCDA's failure to provide such notice shall not relieve Airline of its obligations under this Section 8.02.2.

8.02.3 *Calculation of Landing Fee.* The City will calculate the Landing Fee by dividing the Airfield Revenue Requirement by the estimated landed weight, yielding a Landing Fee to be expressed in dollars and cents per one thousand pounds in landed weight. Landing Fees will be levied upon Airline based upon the aggregate Maximum Gross Landed Weight of all Chargeable Landings for aircraft operated by Airline that land at the Airport during the year.

8.03 *Terminal Fees.* The Terminal Fees effective July 1<sup>st</sup> of each Fiscal Year shall be determined according to the method set forth in this article.

8.03.1 *Terminal Revenue Requirement.* The City will calculate the aggregate Terminal Revenue Requirement by computing the sum of the following budgetary items for each Fiscal Year:

(a) Debt Service allocable to Terminal capital projects funded from Bonds or Subordinated Indebtedness; *plus*

(b) the Coverage Amount applicable to the Debt Service amount calculated pursuant to subsection (a) above; *plus*

(c) Amortization allocable to Terminal capital projects funded from Net Remaining Revenues, based on the economic life of each such capital project using the half year convention and including a return on the unamortized portion of each such project calculated using an interest rate set to equal the average all-in cost of Bonds sold by the City during the Fiscal Year when such project is put in service or, if no Bonds were sold, set to equal comparable average borrowing costs published in the Municipal Bond Index on June 30<sup>th</sup> each year; *plus*

(d) the annual Operating Expenses allocable to the Terminal, excluding costs billed directly to and paid by the Air Transportation Companies; *plus*

(e) an amount equal to (i) the total deposits needed to replenish the Debt Service Reserve Fund to required levels times (ii) a fraction, the numerator of which is the total amount of Net Bond Proceeds allocable to the Terminal and the denominator of which is the total amount of Net Bond Proceeds; *plus*

(f) any amounts necessary to fully fund the Renewal and Replacement Reserve Fund allocable to the Terminal and the Operation and Maintenance Reserve Fund allocable to the Terminal as provided in Section 8.09 hereof; *plus or minus*

(g) the Adjustment-to-Actual allocable to the Terminal as calculated under Section 8.06.

The City will then divide that sum by the total amount of Rentable Terminal Space and multiply the resulting quotient by the total square feet of airline premises at the Airport, yielding the revenue requirement (the Terminal Revenue Requirement) to be met by all Air Transportation Companies.

8.03.2 *Distribution of the Net Terminal Revenue Requirement.*

The City will distribute the aggregate Net Terminal Revenue Requirement calculated in accordance with Section 8.03.1 into two cost assignment groups: conditioned space and unconditioned space. The costs assigned to the rentable space within each of these groups shall bear the following relativities to each other on a square foot basis:

Conditioned Space	1.00
Unconditioned Space	0.50

For rate-setting purposes, the costs per square foot of rentable space in each of these two groups will be normalized so that the aggregate costs assigned to both groups will equal the Net Terminal Revenue Requirement.

8.03.3 *Domestic Baggage Claim Joint Use Charges.* The City will calculate the Revenue requirement applicable to baggage claim areas serving domestic Scheduled Operations by multiplying the square footage of all such baggage claim areas by the rate for conditioned space or unconditioned space, whichever is applicable. The City will then calculate charges for the use of domestic baggage claim areas by allocating twenty percent (20%) of that Revenue requirement equally among all Air Transportation Companies with scheduled domestic service and by dividing eighty percent (80%) of that Revenue requirement by the total number of enplaning passengers on domestic flights departing during the Fiscal Year to determine the domestic baggage claim charge per Deplaned Passenger. Charges for the use of domestic baggage claim areas will be levied upon Airline on the basis of the sum of its equal share of twenty percent (20%) of the Revenue requirement plus the product of the total number of enplaning passengers on domestic Scheduled Operations departing during the Fiscal Year times the per-passenger domestic baggage claim charge.

8.03.4 *Charges for Common Use Gates.* Airline shall pay a fee for use of a Common Use Gate based on the highest cost per Turn for all Air Transportation Companies. This per-Turn charge will be calculated by multiplying the total leased Gate space throughout the Airport by the conditioned space rate and then dividing by 365. The resulting daily rate shall be divided by the lowest scheduled number of Turns on any leased Gate, and the result shall be the Turn fee for use of a Common Use Gate. Airline shall also pay a fee for use of the jet bridge

associated with the Common Use Gate based on the highest cost per Turn for all Air Transportation Companies. This per-Turn charge will be calculated by dividing the average monthly loading bridge maintenance cost by the lowest scheduled number of turns on any leased Gate and adding the two-year average cost of providing power and 400Hz service to each loading bridge.

8.03.5 *Common Use Ticket Counter Charges and Bag Make-Up Charges.* Airline shall pay a fee for use of a Common Use Ticket Counter based on the sum of (a) the rentable square feet of the Ticket Counter and associated office space multiplied by the conditioned space rate, plus (b) the rentable square feet of the related bag make-up space multiplied by the conditioned space or unconditioned space rate, whichever is applicable, divided by 365 days to arrive at a daily rate for use of a Common Use Ticket Counter.

8.03.6 *Common Use Bag Claim Charges.* Airline shall pay a fee for use of a Common Use bag claim device based on the sum of (a) the square feet of bag claim area in TU1 and TU2 multiplied by the conditioned space rate, plus (b) the square feet of canopy in TU1 multiplied by one-half the conditioned space rate, divided by fifty percent (50%) of annual Enplaned Passengers for the previous Fiscal Year, to arrive at a rate per Enplaned Passenger.

8.03.7 *Charges for Use of the FIS Facility and International Baggage Claim Area.* Airline shall pay a fee for use of the FIS Facility and international bag claim area based on the sum of annual costs for (a) IAB utility costs, including allocated electrical expenses plus separately metered gas and water expenses, (b) triturator costs, (c) janitorial expenses using a per square foot cost basis, and (d) cost recovery of cart fees, divided by the total number of Deplaned Passengers from international flights arriving during the previous Fiscal Year, to arrive at a rate per deplaned international passenger.

8.04 *Other Fees and Charges.*

8.04.1 *Charges for Use of Other Common Use Facilities.* Fees shall be recalculated and adjusted annually as part of the budget process or at the discretion of the Airport.

(a) *RON Charges.* Airline shall pay a fee for aircraft remaining overnight and parked beyond the bounds of each leased Terminal Aircraft Apron at fifty dollars (\$50) per night for Group I and Group II aircraft and one hundred dollars (\$100) per night for Group III aircraft and higher. The Airport Operations Duty Manager shall be responsible for performing a nightly inventory of aircraft remaining overnight.

(b) *GSE Storage Area Charges.* Airline shall pay a fee for using GSE Storage Areas at a rate based on one hundred twenty percent (120%) of the prevailing ground rent per square foot.

8.04.2 *Employee Parking and Badging Charges.* Airline shall pay a fee for parking and badging for employees that are domiciled at the Airport

based on recovery of associated capital and operating costs, which shall be calculated annually as a part of the budget process.

8.04.3 *Stacking Charges.* When Airline stacks aircraft beyond the bounds of each leased Terminal Aircraft Apron with the written consent of SLCDA, Airline shall pay a stacking fee of fifty dollars (\$50) for Group I and Group II aircraft and one hundred dollars (\$100) for Group III and higher aircraft.

8.05 *Mid-year Adjustments.*

8.05.1 If it appears to City, on the basis of information it is able to accumulate during the course of a Fiscal Year during the Term, including information pursuant to Section 8.07 of the Agreement, that the budgeted Airfield or Terminal costs or forecast landed aircraft weight or rented Terminal space it used in calculating the Landing Fees or Terminal Fees then in effect are likely to vary by more than ten percent (10%) from actual results at the Airport, or if changes in Landing Fees or Terminal Fees are required by the terms and conditions of the Master Trust Indenture or any Subordinated Financing Agreement, City may make adjustments to the Landing Fees or Terminal Fees (or both) at mid-year or at such other time during the Fiscal Year as the need for such an adjustment becomes apparent to City.

8.05.2 The City shall provide Airline with a minimum of thirty (30) days advance written notice of any adjustments under this Section 8.05.

8.06 *Adjustments-to-Actual.* At the end of each Fiscal Year, after all required deposits have been made into the Airport Revenue Fund, the City shall use reasonable efforts to recalculate within one hundred twenty (120) days the Landing Fees and Terminal Fees and other charges established at the inception of each Fiscal Year in accordance with the methods set forth in Sections 8.02 and 8.03.1–8.03.3 and on the basis of year-end audited financial statements. Any resulting Adjustment-to-Actual shall be included in the City's budget for the following Fiscal Year and shall be included in the calculation of rates and charges for that year, and the City shall give the Air Transportation Companies notice thereof. Notwithstanding the foregoing, the City may make adjustments to Landing Fees and Terminal Fees or both at mid-year or at such other time during the Fiscal Year as the need for such an adjustment becomes apparent to the City in accordance with Section 8.05.

8.07 *Activity Reports.*

8.07.1 *Information to be supplied by Airline.*

(a) Not later than the 10th day of each month, Airline shall file with City separate written reports ("Activity Reports") on forms provided by City and included as samples in Exhibit D attached to this Agreement (or forms substantially similar thereto) for activity conducted by Airline during said month and for activity handled by Airline for each Air Transportation Company not having an agreement with City providing for its own submission of activity data to City. Such Activity Reports shall include, but not be limited to, operations data; Enplaned Passengers; Deplaned Passengers; connecting passengers; and pounds of cargo,



mail, and express shipments. City shall have the right to rely on said Activity Reports in determining fees and charges due hereunder. Airline shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate Activity Reports shall be subject to interest charges as set forth in Section 9.03. City's assessment of such interest charges shall be in addition to any other remedies that City may have in law or in equity, including termination and revocation of this Agreement and all rights and privileges granted herein.

(b) Airline shall at all times maintain and keep records reflecting the activity statistics of Airline's activities at the Airport to be reported pursuant to Section 8.07.1(a). Such records shall be retained by Airline for a period of four (4) years subsequent to the activities reported therein, or such other retention period as set forth in applicable Federal Aviation Regulations, and upon prior written notice to Airline shall be made available, at no cost to City, at Salt Lake City, Utah for audit and/or examination by City or its duly authorized representative during all normal business hours. Airline shall produce such books and records within thirty (30) calendar days of City's notice to do so or pay all reasonable expenses, including but not limited to transportation, food, and lodging, necessary for an auditor selected by City to audit said books and records.

(c) The cost of an audit, with the exception of the aforementioned expenses, shall be borne by City; provided, however, the total cost of said audit shall be borne by Airline if either or both of the following conditions exist:

(i) The audit reveals an underpayment of more than one percent (1%) of fees and charges due on an annual basis hereunder, as determined by said audit; or

(ii) Airline has failed to maintain true and complete records in accordance with Section 8.07.1(b).

(d) City may elect to collect Airport activity information using an electronic reporting system rather than the system that is described above. If City elects to utilize such a system during the Term of this Agreement, Airline shall make every reasonable effort to comply with the reporting requirements applicable thereto. Airline shall continue to provide Activity Reports as described above until such time as Airline commences use of any such electronic reporting system as implemented by City.

#### 8.08 *Budgeting.*

8.08.1 No later than June 10<sup>th</sup> of each year during the Term, City shall notify Airline of the Landing Fees and Terminal Fees it will charge for the next Fiscal Year, effective July 1.

8.08.2 *Renewal and Replacement Costs.* As part of its budgeting and rate-setting process, City shall determine the annual Renewal and Replacement Costs (including the Renewal and Replacement Costs that are the subject of Sections 8.02.1(f) and 8.03.1(f) above). City shall include descriptions of renewal and replacement projects with the Landing Fee and Terminal Fee disclosure described in Section 8.08.1.

8.09 *Renewal and Replacement Reserve Fund and Operation and Maintenance Reserve Fund.*

8.09.1 The "Renewal and Replacement Reserve Fund" shall be a fund equal to or greater than \$5 million (or such other amount as mutually agreed by the City and the Signatory Airlines) that is maintained by the City. The Renewal and Replacement Reserve Fund shall be used to pay for unanticipated or emergency replacements and repairs to the Airport, and any interest earned on the Renewal and Replacement Reserve Fund will be deposited into the Airport Revenue Fund.

8.09.2 The "Operation and Maintenance Reserve Fund" shall be a fund equal to one-sixth of the annual Operation and Maintenance Budget for the Airport. The Operation and Maintenance Reserve Fund shall be used to pay for Operating and Maintenance Costs at the Airport, as described in the Master Trust Indenture, and any interest earned on the Operation and Maintenance Reserve Fund will be deposited into the Airport Revenue Fund.

8.09.3 The Renewal and Replacement Reserve Fund and Operation and Maintenance Reserve Fund shall be fully funded by the City upon the execution of this Agreement using surplus funds for the Airport.

8.09.4 As part of its budgeting and annual rate-setting process, City shall determine the amounts necessary to ensure that the Renewal and Replacement Reserve Fund and the Operation and Maintenance Reserve Fund remain fully funded, and the City shall raise both the Terminal Revenue Requirement and the Airfield Revenue Requirement as necessary to ensure such funding.

8.10 *Extraordinary Coverage Protection.* Airline acknowledges that in order to satisfy the Coverage Amount for Debt Service on Bonds and Subordinated Indebtedness, Airline shall be required to make extraordinary coverage protection payments in addition to the Landing Fees and Terminal Fees otherwise established by this Article 8 in any Fiscal Year in which the amount of Revenues less Operating Expenses is estimated to be less than the sum of the Debt Service plus the Coverage Amount applicable thereto. Any amounts that must be collected for such extraordinary coverage protection payments shall be allocated in a fair and not unjustly discriminatory manner to the Airfield Revenue Requirement or the Terminal Revenue Requirement or both in the reasonable discretion of the Executive Director.

## **Article 9 Payments**

9.01 *Terminal Fees and Landing Fees.* Payment of Airline's Terminal Fees and Landing Fees shall be due in arrears on the twentieth (20<sup>th</sup>) day of each month and shall be deemed delinquent if not received by the first (1<sup>st</sup>) day of the following month.

9.02 *Other Fees and Charges.* Payment for all other fees and charges due hereunder shall be due as of the due date stated on City's invoice. Said fees and charges shall be deemed delinquent if payment is not received within thirty (30) days of the stated date of such invoice.

9.03 *Payment Delinquencies.* City shall provide notice of any and all payment delinquencies, including payments of any deficiencies which may be due as a result of City's estimates of activity pursuant to Section 9.04 below or due to an audit performed pursuant to Section 8.07.1(b) herein; provided, however, interest at the rate of eighteen percent (18%) per annum shall accrue against any and all delinquent payment(s) from the due date until the date payments are received by City. This provision shall not preclude City from canceling this Agreement for default in the payment of fees or charges, as provided for in Article 11 hereof, or from exercising any other rights contained herein or provided by law.

9.04 *Estimates.* In the event Airline fails to submit its monthly Activity Reports as required in Section 8.07.1, City shall estimate the fees and charges due from Airline based upon the highest month of the previous twelve (12) month's activity reported by Airline and issue an invoice to Airline for same. If no activity data is available, City shall reasonably estimate such activity and invoice Airline for same. Airline shall be liable for any deficiencies in payments based on estimates made under this provision; payment for said deficiencies shall be deemed due as of the date such rental fee or charge was due and payable. If such estimate results in an overpayment by Airline, City shall apply such overpayment as a credit against subsequent amounts due for such fees and charges from Airline; provided, however, Airline shall not be entitled to any credit for interest on payments of such estimated amounts.

9.05 *Proration.* In the event Airline's obligations with respect to Airline Premises or any rights, licenses, or privileges granted hereunder shall commence or terminate on any date other than the first or last day of the month, Airline's fees and charges shall be prorated on the basis of the number of days such premises, facilities, rights, licenses, services, or privileges were enjoyed during that month.

9.06 *Transition Billing.* Airline acknowledges that City is adopting new methods for calculating rates and charges under this Agreement, and Airline and City agree that, if necessary, City may bill Airline for rates and charges calculated pursuant to the City's Airline Use Agreement in effect on the date hereof until City implements the new methods for calculating rates and charges hereunder. Once City implements the new methods for calculating rates and charges under this Agreement, City shall use those methods to calculate rates and charges due from the beginning of the Term of this Agreement, and any rates and charges paid by Airline during the Term calculated pursuant to the City's Airline Use Agreement in effect on the date hereof shall be duly credited to Airline hereunder.

9.07 *Payment Process.* All payments due and payable hereunder shall be paid in lawful money of the United States of America, without deduction or set off, by wire transfer to:

Zion's Bank, Routing No. 124000054

For Terminal Fees, Landing Fees, and Other Airport Fees and Charges:

Zion's Bank  
Salt Lake City Corp  
Salt Lake City Department of Airports  
Airport Revenues Attn Jay Bingham  
PO Box 145550  
Salt Lake City, UT 84114-5550  
Revenue Acct No. 013600002

For Passenger Facility Charges:

Zion's Bank  
Salt Lake City Corp.  
Salt Lake City Department of Airports  
PFC Account Attn Jay Bingham  
PO Box 145550  
Salt Lake City, UT 84114-5550  
PFC Acct No. 013104013

or, if there is good cause for not making a wire transfer, by check made payable to City and delivered to:

Accounts Receivable  
Finance Department  
P.O. Box 145550  
Salt Lake City, Utah 84114-5550.

9.08 *Payment Acceptance.* The acceptance by City of any payments hereunder shall not preclude City from verifying the accuracy of any reports submitted by Airline to City or recovering from Airline any additional payments to City that are actually due.

## **Article 10 Indemnification, Waiver Of Claims and Insurance**

### **10.01 *Indemnification.***

10.01.1 Airline agrees to protect, defend, reimburse, indemnify and hold City, its agents, employees, board members and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including actually incurred reasonable attorney's fees) and causes of action of every kind and character, whether or not meritorious, against or from City by reason of any damage to property or bodily

injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever or any governmental agency, arising out of or incident to or in connection with Airline's performance under this Agreement, Airline's use of the Airline Premises, Airline's negligent acts, omissions or operations hereunder or the performance, non-performance or purported performance of Airline or any breach of the terms of this Agreement by Airline; provided, however, that Airline shall not be so obligated to protect, defend, reimburse, indemnify and hold City free and harmless when the applicable claim, liability, expense, loss, cost, fine, damage or cause of action is caused by the negligence or willful misconduct of the agents, employees, contractors, officers or boards of City (but only to the extent of the portion of the claim, liability, expense, loss, cost, fine, damage or cause of action caused by such negligence or willful misconduct). Upon the filing by anyone of a claim with City for damages arising out of incidents for which Airline herein agrees to indemnify and hold City harmless, City shall promptly notify Airline of such claim and, in the event that Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such claim both on behalf of Airline and on behalf of City. It is specifically agreed, however, that City, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment against City from which no appeals remain for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount upon the expiration of the time for appeal therefrom. Airline recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges that the terms and conditions of this Agreement constitute good and valuable consideration provided by City in support of this indemnification in accordance with laws of the State of Utah.

10.01.2 If City and Airline are jointly, concurrently or successively liable for an actionable wrong to an injured person, each party shall have a right to contribution from the other party. The right of contribution shall be limited to the amounts paid by a party in excess of that party's share of liability, based upon principles of equity (including the principle of comparative fault). If either party receives any claim, demand, suit or judgment for which the other party is or may be jointly, concurrently or successively liable, that other party shall be given prompt notice thereof. If City and Airline become co-defendants, either may file a cross-complaint against the other for a declaration of rights respecting the relative responsibility of each for contribution. If either City or Airline becomes a defendant in an action or proceeding in which the other is a non-party, the defendant therein may either file a cross-complaint against the non-party for a declaration of rights of contribution or may bring a separate and independent action against the non-party for contribution.

10.01.3 This Section 10.01 shall survive the termination of this Agreement as to claims arising during the Term hereof. Compliance with the insurance requirements of this Article 10 shall not relieve Airline of its liability or obligation to indemnify the City as set forth in this Article 10.

10.02 *Waiver of Claims.* Airline, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims or causes of action against City, its officers, or employees which it may now or hereafter have for damages to any property on, about, or related to the Airport, and for injuries or death to persons on, about, or related to the Airport, from any cause or causes arising at any time, except from the negligent or willful act or omission of City, its officers, or employees. By way of example and not limitation, save and except as arises out of the negligent or willful act of City, its officers, or employees, Airline hereby waives any and all claims or causes of action which it may now or hereafter have against City, its officers, or employees (a) for loss, injury, or damage sustained by reason of any deficiency, impairment, and interruption of any water, electrical, gas, plumbing, air conditioning, or sewer service or system serving any portion of the Airport; (b) for any loss, injury, or damage arising or resulting from any act or neglect or omission of any other tenant, subtenant, permittee, concessionaire, or occupant of the Airport, or any person who uses the Airport with authorization or permission of the City (City agrees to use its best efforts to control tenants, subtenants, permittees, concessionaires, occupants, or Airport users to prevent loss, injury, or damage); and (c) for any loss or damage to the property of, or injury or damage to Airline, its officers, employees, agents, contractors, or any other person whomsoever, from any cause or causes arising at any time because of Airline's use of the Airline Premises or of the Airport, or its operations thereon (City will use its best efforts to control the activities of other users).

10.03 *Insurance.*

10.03.1 Airline, at its sole cost and expense, and for the full Term of this Agreement or any renewal thereof, shall obtain and maintain all of the following minimum insurance:

(a) An Aircraft Liability policy, with coverage of Two Hundred Million Dollars (\$200,000,000) combined single limit for bodily injury and property damage, which shall include but not necessarily be limited to all of the following coverages: Aircraft Liability, including General Liability, Aircraft Products and Completed Operations, Liquor Liability, Premises Liability, Products & Completed Operations, Contractual Liability, Hangarkeepers Liability, Motor Vehicle Liability within the confines of the Airport, Cargo Legal Liability and Fueling and Refueling (if such operations are conducted by Airline).

(b) Fifty Million Dollars (\$50,000,000) War and Named Perils coverage for bodily injury and property damage, each occurrence and annual aggregate, or the U.S. Government equivalent.

(c) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of Utah providing coverage for any and all employees of Airline and providing coverage as follows:

- (i) Workers' Compensation (Coverage A);
- (ii) One Million Dollars (\$1,000,000) in Employers' Liability (Coverage B);
- (iii) Broad Form All States Endorsement;

(iv) Voluntary Compensation Endorsement; and

(v) Waiver of Subrogation in favor of City.

(d) A Commercial Business Auto policy with a minimum limit of not less than Five Million Dollars (\$5,000,000) combined single limit for bodily injury and property damage providing that coverages shall be applicable to any and all leased, owned, hired or non-owned vehicles used in pursuit of any of the activities associated with this Agreement. Any and all mobile equipment, including cranes, which is not covered under the Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy required above.

(e) Property Insurance in an amount equal to "Value of Airline Improvements and Betterments" during the course of construction and after completion. Coverage shall include Replacement Value, covering Airline improvements and betterments, for Fire & Extended Coverage, including Sprinkler Leakage, Vandalism & Malicious Mischief, and Debris Removal.

10.03.2 Any deductibles or self-insured retentions must be declared by Airline and accepted by City.

10.03.3 Except for U.S. Government equivalent War and Named Perils coverage, Workers Compensation/Employer's Liability Insurance and Property Coverage, the insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) City and its officials, employees, agents and contractors are to be covered as an additional insured with respect to liability arising out of or with respect to (i) activities performed by, or on behalf of, Airline, (ii) the products and completed operations of Airline, (iii) premises used by Airline, or (iv) automobiles owned, leased, hired or borrowed by Airline. The coverage shall contain no special limitations on the scope of protection afforded to City, its officials, employees, agents and contractors.

(b) Airline's insurance coverage shall be primary insurance with respect to City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officials, employees, agents or contractors, shall be excess of Airline's insurance and shall not contribute with it.

10.03.4 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, agents or contractors.

10.03.5 Coverage shall state that Airline's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.03.6 City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of

City, the insurance provisions in this Agreement do not provide adequate protection for City and/or for members of the public, City may require Airline to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. City's requirements shall be commercially reasonable but shall be designed to assure protection from and against the kind and extent of risk which exists at the time a change in insurance is required (provided such protection is available on commercially reasonable terms), and Airline agrees to provide same within thirty (30) days of receiving notice from City.

10.03.7 Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Airline may be held responsible for the payment of damages to persons or property resulting from its activities or of any person or persons for which it is otherwise responsible.

10.03.8 Coverage under each insurance policy required by this section shall not be canceled, non-renewed or changed except after thirty (30) days' prior written notice has been given to City (notwithstanding the foregoing, the notice period for War Risks and Named Allied Perils insurance may be seven [7] days or such lesser period as may be customarily available).

10.03.9 Insurance is to be placed with insurers reasonably acceptable to City's Risk Manager.

10.03.10 Airline shall furnish City with certificates of insurance, and "Additional Insured" endorsements where appropriate, as required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to verify coverage on its behalf.

10.03.11 Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

Salt Lake City Department of Airports  
Contracts Manager  
P.O. Box 145550  
Salt Lake City, UT 84114-5550

10.03.12 City shall, during the term of this Agreement, procure and maintain liability and fire and extended coverage insurance for the Airport, Terminal, and other facilities at the Airport in such amounts and for such insured coverages as City may determine as being reasonably required and in the prudent operation of the Airport.

10.03.13 City and Airline agree to have all property insurance carried with respect to the Airport, the Airline Premises or any property therein endorsed with a clause that waives all rights of subrogation that the insurer of one party may have against the other party hereto. To that effect, City and Airline will



respectively employ diligent efforts to cause their insurance companies to endorse the affected property insurance policies with a waiver of subrogation clause as required herein.

## Article 11 City Remedies

11.01 *Events of Default.* The events described below shall be deemed events of default by Airline hereunder. Upon the occurrence of any one of the following events of default, City may immediately issue written notice of default.

11.01.1 The conduct of any business or performance by Airline of any acts at the Airport not specifically authorized herein or by other agreements between City and Airline, and said business or acts do not cease within thirty (30) days of receipt of City's written notice to cease said business or acts.

11.01.2 The failure to cure a default in the performance of any of the terms, covenants, and conditions required herein (except insurance requirements as set forth in Section 10.03 and payment of fees and charges as provided for in Article 9) within thirty (30) days of receipt of written notice by City to do so; or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Airline of written demand from City to do so, Airline fails to commence the remedying of such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. Airline shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default and that such default will be cured within a reasonable period of time.

11.01.3 The failure by Airline to pay any part of the fees and charges due hereunder and the continued failure to pay said amounts in full within thirty (30) days of City's written notice of payments past due; provided, however, if a dispute arises between City and Airline with respect to any obligation or alleged obligation of Airline to make payments to City, payments under protest by Airline of the amount due shall not waive any of Airline's rights to contest the validity or amount of such payment.

11.01.4 The failure by Airline to provide and keep in force insurance coverage in accordance with Article 10.

11.01.5 The appointment of a trustee, custodian, or receiver of all or a substantial portion of Airline's assets.

11.01.6 The abandonment by Airline of the conduct of business at the Airport; and, in this connection, suspension of operations for a period of sixty (60) days will be considered abandonment in the absence of a labor dispute or other governmental action in which Airline is directly involved.

11.01.7 The failure by Airline to remit PFCs in accordance with Section 16.03.

11.02 *Continuing Responsibilities of Airline.* Notwithstanding the occurrence of any event of default, Airline shall remain liable to City for all fees and charges payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless City elects to cancel this Agreement, Airline shall remain liable for and promptly pay all fees and charges accruing hereunder for the Term of this Agreement.

11.03 *Remedies.* Upon the occurrence of any event enumerated in Section 11.01 and after any applicable notice and cure periods, the following remedies shall be available to City:

11.03.1 City may exercise any remedy provided by law or in equity, including but not limited to the remedies hereinafter specified. The various rights and remedies herein contained shall not be considered as exclusive of any other right or remedy but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. In addition to any damages or payments specified herein, City shall be entitled to reimbursement from Airline for any costs of City related to any default by Airline under this Agreement.

11.03.2 City may cancel this Agreement, effective upon the date specified in the notice of cancellation. Upon such date, Airline shall be deemed to have no further rights hereunder and City shall have the right to take immediate possession of the Airline Premises.

11.03.3 City may cure or cause any violation to be cured for the account and at the expense of Airline, and all sums so expended by City related to such cure, together with ten percent (10%) thereof for cost of administration, shall be paid by Airline on demand.

11.03.4 City may remove all Airline persons and property from the Airline Premises. Upon any removal of Airline property by City hereunder, Airline property may be stored at a public warehouse or elsewhere at Airline's sole cost and expense.

11.04 *Remedies under Federal Bankruptcy Laws.* Notwithstanding the foregoing, upon the filing by or against Airline of any proceeding under Federal bankruptcy laws, this Agreement shall automatically terminate (unless such termination is affirmatively waived at the time of the filing or subsequently by City) in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be subsequently amended, supplemented, or replaced. Notwithstanding the foregoing, City shall be entitled to waive the automatic termination provision mentioned above in writing. In the event that City waives the automatic termination requirement, City shall not be obligated to perform under the terms of this Agreement so long as any proceeding under Federal bankruptcy laws remains outstanding. As provided in Section 16.02 hereof, any waiver by City of the automatic termination provision in this Section 11.04 shall not be construed to be a waiver of any subsequent automatic

termination hereof. City's rights under this Section 11.04 shall be in addition to all other rights and remedies provided to City under this Agreement.

## Article 12 Environmental

### 12.01 *Hazardous Materials.*

12.01.1 *Standards of Operation – Disposal, Use and Storage of Hazardous Materials.* The voluntary or involuntary release or discharge of Hazardous Materials on the Airport is strictly prohibited (except to the extent, if any, that disposal of Hazardous Materials through the City's sewerage system complies with all applicable Environmental Laws). Storage and use of Hazardous Materials on the Airport is prohibited, except:

(a) Airline may use Hazardous Materials on the Airline Premises in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials that are normally used in conducting the activities permitted under this Agreement. Airline shall provide Executive Director with a copy of any application for a permit, if required, for use of Hazardous Materials on the Airline Premises from any regulatory agency responsible for enforcement of Environmental Laws and shall also provide a copy of any permit received from such agency; and

(b) This Agreement does not authorize the Airline to use Hazardous Materials on the Airport other than the Airline Premises.

12.01.2 *Liability.* Airline shall be solely and fully responsible and liable for:

(a) Storage, use or disposal of Hazardous Materials on the Airline Premises or the Airport by Airline, Airline's officers, agents, employees, contractors, permittees or invitees; or

(b) Any Hazardous Material release or discharge which is caused by or results from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees on the Airline Premises or the Airport.

12.01.3 *Prevention of Release or Discharge.* Airline shall take reasonable precautions to prevent its activities from causing any Hazardous Material release or discharge to occur at the Airport and shall take all reasonable precautions to prevent any release or discharge into soil or groundwater or any unlawful release into City's sanitary or storm drains and sewers at the Airport.

12.01.4 *Obligation to Investigate and Remediate.* Airline, at Airline's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws, any release or

discharge or threat of release or discharge of Hazardous Materials at the Airport caused or resulting from activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees, including but not limited to any release or discharge or threat of release or discharge into soil or groundwater which was caused or results in whole or in part from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees but excluding the disposal of Hazardous Materials through the City's sewerage system so long as such disposal complies with all applicable Environmental Laws.

In addition to all other rights and remedies of City hereunder, if Airline does not promptly commence investigation of any such release or discharge or threat of release or discharge or does not diligently pursue appropriate remedial activities as required by applicable Environmental Laws for which Airline is responsible under this Agreement, City, in its discretion, may pay to have same investigated and remediated as required by applicable Environmental Laws, and Airline shall reimburse City for its share of the reasonable and documented costs within thirty (30) days of City's demand for payment. Notwithstanding the foregoing, City shall be entitled to reimbursement only if it first gives written notice to Airline of its intention to commence investigation and/or remediation prior to such commencement and Airline either does not commence diligent pursuit or remedial activities within thirty (30) business days of the notification or does not maintain such diligent pursuit; except prior notice by City is not required if City determines that investigation or remediation is urgent.

12.01.5 *Indemnification.* Airline shall defend (with counsel acceptable to City in City's reasonable discretion), indemnify and hold City harmless from and against all loss, damage, liability (including all consequential damages) and expense (including, without limitation, the reasonable and necessary costs of any cleanup and remediation of Hazardous Materials as required by applicable Environmental Laws or which may be necessary to redevelop the contaminated Airport property) which City may sustain as a result of any Hazardous Material release or discharge at the Airport that is caused by or results from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees, but not to the extent that an Airline can demonstrate that the loss, damage, liability and expense is caused by a condition existing prior to Airline entering the property or to the extent caused by the City's negligence or non-compliance with Environmental Laws (including negligence or non-compliance of its officers, agents, employees or contractors).

By way of clarification, this indemnity covers any losses relating to Hazardous Materials or Environmental Laws as opposed to the indemnity in Section 10.01.

12.01.6 *Release of Hazardous Materials Claims Against City.* Airline releases, acquits and forever discharges City from any and all claims, actions, causes of action, demands, rights, damages, costs, including but not limited to loss of use, lost profits, or expenses, which Airline may now have, or which may

hereafter accrue on account of or in any way growing out of all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage, and the consequences thereof resulting or arising out of the presence or cleanup of any Hazardous Material at the Airport, but only to the extent the presence of such Hazardous Materials was not caused by or did not result from the negligence, willful misconduct, acts or omissions of City, City's officers, agents, employees contractors, permittees or invitees. This release shall not apply to any claims for contribution that Airline may have against City in the event that Airline incurs any cost in undertaking any cleanup of Hazardous Material from the Airport ordered by a governmental agency, to the extent that the cleanup order and costs result from a release or discharge of Hazardous Material for which Airline is not responsible and liable under this Agreement.

12.01.7 *Cessation of Activities.* Airline shall cease its activities on the Airline Premises and the Airport, to the extent requested by City and upon thirty (30) days' notice from City, if City determines, in its sole discretion, that such cessation is necessary to investigate, cure or remediate any release or discharge of Hazardous Materials or any threat of a release or discharge thereof; provided, however, that no notice from City for the cessation of activities shall be required in the event of an emergency. City shall use reasonable efforts to attempt to temporarily accommodate Airline at suitable substitute space in the Airport during the required cessation of Airline activities. Airline shall not recommence its activities on the Airline Premises or the Airport, as appropriate, until notified by City that such release or discharge or threat of release or discharge of Hazardous Material has been investigated, cured and remediated in a manner satisfactory to City.

12.01.8 *Abatement of Fees and Charges on Airport.* Airline shall not be charged fees or charges for use of the Airline Premises or the Airport to the extent that Airline is required to cease activities on that portion of the Airline Premises or the Airport due to City's efforts to investigate, cure or remediate contamination, unless the release or discharge is one for which Airline is responsible under this Agreement.

12.01.9 *Records and Inspections*

(a) If Airline makes any written disclosure, or provides any report, to any governmental agency concerning a release of Hazardous Materials at the Airport, Airline shall concurrently also provide a copy of such disclosure or report to City.

(b) Airline shall promptly deliver a copy to City of all notices that Airline receives from any governmental agency or third party concerning a claim or a notice of violation regarding Hazardous Materials at the Airport.

(c) Airline shall maintain, during the term of this Agreement and for a period of not less than three (3) years after the expiration or termination of this Agreement, or for any longer period of time required by any applicable law, regulation, policy, order or decree, separate and accurate records, as required by applicable Environmental Laws,

pertaining to the use, handling and disposal of any Hazardous Material(s) by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport.

(d) Upon request by City, Airline shall furnish City with copies of such records, and such other documentation or reports as the Executive Director, from time to time, and at any time during the term of this Agreement, may reasonably require pertaining to the use, handling, disposal, release or discharge of any Hazardous Materials by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport. Notwithstanding the foregoing, Airline shall not be required to furnish City with copies of records that would be protected from disclosure under the Utah Evidence Code (except to the extent that portions of documents, including but not limited to testing and sampling data, are not so protected).

(e) After the expiration of three (3) years following the termination of this Agreement, Airline may destroy the records pertaining to the use, handling, disposal, release or discharge of any Hazardous Materials by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport unless Airline is otherwise reasonably directed by City or otherwise required by applicable laws.

(f) City shall have the right, under the terms hereof (and at City's sole expense, except when any release or discharge of Hazardous Materials or threat of release or discharge of Hazardous Materials is caused by Airline or Airline's officers, agents, employees, contractors, permittees or invitees), to conduct periodic environmental inspections in the Airline Premises during the term hereof. Prior to conducting environmental testing, City shall provide seven (7) day's written notice to Airline concerning the planned testing procedures and locations. However, in the event of an emergency, no written notice shall be required prior to any necessary environmental response activities, including environmental testing needed in response to the emergency. City shall endeavor to conduct each inspection or test in the presence of Airline's representative and in a manner that does not unreasonably interfere with Airline's operations.

12.01.10 *No Third Party Beneficiaries.* Nothing contained in this Article 12 shall be construed as conferring any benefit on any person not a party to this Agreement, nor as creating any right in any person not a party to this Agreement to enforcement of any obligation created under this Agreement.

12.01.11 *Airline Obligations Upon Termination.* Prior to the termination hereof, and in addition to all other requirements under this Agreement and without limiting Airline's indemnification obligations under Section 12.01.5, Airline shall:

(a) Remove any Hazardous Materials placed or stored on the Airline Premises during the Term by Airline or as a result of Airline's use of the Airline Premises during the Term and shall demonstrate to City's reasonable satisfaction that such removal is in compliance with all applicable Environmental Laws, including without limitation conducting any environmental audits as may be required by City to demonstrate such removal has been completed according to the terms of this Agreement.

(b) With respect to any release of Hazardous Materials on the Airline Premises not removed pursuant to prior paragraph (a) and not subject to the exceptions therein, Airline shall promptly investigate and remediate any such release in accordance with the requirements of all applicable Environmental Laws and permits ("Airline's Remediation"). If Airline's remediation will leave Hazardous Materials in the soil or groundwater at the Airport prior to completion of the remediation, the Airline shall obtain the City's written determination that such Hazardous Materials will not interfere with any reuse of the Airline Premises reasonably contemplated or anticipated by the City. If the City does not make such a determination, Airline will perform the remedial activities necessary to avoid interference with future reuse of the Airline Premises ("Remediation for Reuse"). In the event Airline fails to perform Airlines' Remediation or Remediation for Reuse, the City may conduct such reasonable investigation and/or remediation after providing Airline with a written notice thirty (30) days in advance and Airline does not diligently commence and pursue such actions. If the City incurs such costs, City may invoice reasonable and documented costs to Airline.

12.01.12 *Survival of Obligations.* Airline's obligations under this Section 12.01 shall survive the expiration or earlier revocation or suspension of this Agreement.

12.02 *Stormwater.*

12.02.1 Notwithstanding any other provisions or terms of this Agreement, Airline acknowledges that certain properties within the Airport, or on City-owned land, are subject to federal and state stormwater rules and regulations. Airline agrees to observe and abide by such stormwater rules and regulations as may be applicable to City's property and Airline's uses thereof.

12.02.2 Airline acknowledges that any stormwater discharge permit issued to City may name Airline as a co-permittee, but only if (a) Airline has been provided a meaningful opportunity to engage in the development of the permit terms, including an opportunity to be involved in discussions between the City and the permitting agency including those that may occur prior to the draft permit being issued, and (b) City cooperates with Airline in developing cost effective measures and/or permit conditions that take into account operational impacts. City and Airline both acknowledge that cooperation is necessary to insure compliance with any stormwater discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Airline acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled or otherwise used by Airline, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable stormwater rules and regulations.

12.03 *Stormwater Discharge Permit Requirements.* City will provide Airline with written notice of any stormwater discharge permit requirements applicable to Airline and with which Airline may be obligated to comply from time-to-time, including but not limited to: certification of non-stormwater discharges; collection of stormwater samples specific to that Airline's operations;

preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Airline agrees that within thirty (30) days of receipt of such written notice it shall notify City in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If Airline does not provide such timely notice, Airline will be deemed to assent to undertake such stormwater permit requirements applicable to Airline's operations. In that event, Airline agrees to undertake, at its sole expense, unless otherwise agreed to in writing between City and Airline, those stormwater permit requirements that specifically apply to Airline's operations and can reasonably be complied with by Airline acting individually (as opposed to requiring broader cooperation and expense among several parties) for which it has received written notice from City, and Airline agrees that it will hold harmless and indemnify City for any violations or non-compliance with any such permit requirements.

### **Article 13 Surrender Of Airline Premises**

13.01 *Surrender and Delivery.* Upon termination or cancellation of this Agreement, Airline shall promptly and peaceably surrender to City the Airline Premises.

13.02 *Removal of Property.* Provided Airline is not in default for payment of fees and charges hereunder, Airline shall have the right at any time during the Term of this Agreement to remove from the Airport its aircraft, tools, equipment, removable trade fixtures and other personal property, title to which shall remain in Airline. Airline shall remove such aircraft, tools, equipment, removable trade fixtures and other personal property within fifteen (15) business days following termination of this Agreement, whether by expiration of time or otherwise, as provided herein, subject to any valid lien which City may have thereon for unpaid fees and charges. Airline shall not abandon any portion of its property at the Airport without the written consent of City. Any and all property not removed by Airline within fifteen (15) business days following the date of termination of this Agreement shall, at the option of City, (i) become the property of City at no cost to City; (ii) be stored by City at no cost to City or (iii) be sold at public or private sale at no cost to City. Except as may be agreed to otherwise by City and Airline, all City property damaged by or as a result of the removal of Airline's property shall be restored by Airline to the condition existing before such damage at Airline's expense.

13.03 *Holding Over.* In the event Airline continues to use the Airline Premises or the Airport without the written consent of City after the Term of this Agreement, Airline shall pay double the charges required hereunder.

### **Article 14 Assignment and Handling Agreements**

14.01 *Assignment by Airline.*

14.01.1 Airline shall not assign or transfer this Agreement or any interest therein without first obtaining City's written consent, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the consent of City first had and obtained, which consent shall not be unreasonably withheld.



Airline agrees that if at any time during the Term more than one-half (1/2) of the outstanding shares of any class of stock of Airline's corporation shall belong to any stockholders other than those who own more than one-half (1/2) of the outstanding shares of that class of stock at the time of the execution of this Agreement or to members of their immediate families, such change in ownership of the stock of Airline shall be deemed an assignment of this Agreement within the meaning of this Article (unless Airline is a corporation whose stock is listed on the New York Stock Exchange or other major stock exchange, in which case such an event will not be considered an assignment of this Agreement). Airline's entering into any operating agreement, license or other agreement where a third party, other than a subsidiary, affiliate, or code share partner of Airline, is given rights or privileges to utilize portions of the Airline Premises shall be considered an attempted assignment within the meaning of this section.

14.01.2 Notwithstanding anything set forth herein to the contrary, Airline shall have the right, without first obtaining City's written consent, to assign or transfer this Agreement to (a) an entity controlling, controlled by or under common control with Airline or (b) a successor by merger, consolidation or acquisition to all or substantially all of the assets of Airline.

14.01.3 In the event that Airline shall, directly or indirectly, assign, sell, hypothecate, or otherwise transfer its rights in this Agreement in contravention hereof without the prior written consent of City, City in its sole discretion may terminate this Agreement upon thirty (30) days written notice.

14.01.4 Airline shall include with any request for consent to assign a copy of the proposed assignment. The assignment submitted with Airline's request shall include the following information: (a) the term; (b) the area or space to be assigned; (c) the assignment fee to be charged; and (d) the provision that assignee must execute a separate agreement with City for operating at the Airport. Any other information reasonably requested by City pertaining to said assignment shall be promptly provided by Airline. A fully executed copy of such assignment shall be submitted to City for final approval within sixty (60) days of the use of Airline Premises, or any portion thereof, by the assignee. Such assignment shall be substantially similar to the assignment that was submitted by Airline to City prior to such assignment for approval.

14.01.5 Nothing in this Article 14 shall be construed to release Airline from its obligations under this Agreement, including but not limited to, the payment of fees and charges provided herein.

14.02 *Handling Agreements.* Airline shall not be permitted to ground handle any portion of the operations of another Air Transportation Company; provided, however, that Airline shall be permitted to ground handle any portion of the operations of: (a) any Air Transportation Company for which Airline is a designated Affiliate (the "Parent Carrier"), as the term "Affiliate" is defined in the Airline Use Agreement in effect at the time for the Airport, or (b) any other designated Affiliate of the Parent Carrier.

## Article 15 Government Inclusion

15.01 *Government Agreements.* This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government or other governmental authority relative to the operation or maintenance of the Airport or the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority. City agrees to provide Airline with written advance notice of any provisions that would adversely modify the material terms of this Agreement.

15.02 *Federal Government's Emergency Clause.* All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

### 15.03 *Nondiscrimination.*

15.03.1 Airline for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree as a covenant running with the land that (a) no person on the grounds of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity disability, ethnicity or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airline Premises, and (b) in the construction of any improvements on, over, or under Airline Premises and the furnishing of services thereon, no person on the grounds of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity disability, ethnicity or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

15.03.2 In the event of a breach of any of the above nondiscrimination covenants which is not cured, City shall have the right to cancel this Agreement.

### 15.04 *Security.*

15.04.1 Airline acknowledges that security is of primary importance at the Airport and that security requirements are likely to change during the Term. Airline, its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, shall comply with security measures (a) required of Airline by the FAA or the TSA or by the City in accordance with applicable requirements of the FAA or the TSA or their authorized successor(s) or (b) contained in any Airport master security plan approved by the FAA or the TSA or their authorized successor(s).

15.04.2 Airline understands and agrees that security requirements may affect Airline's Air Transportation Business operations and costs.

Airline further agrees that, in addition to the provisions of Section 11.01, it shall be strictly liable for the payment of any civil penalties assessed against City or Airline relating to security and resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, and Airline shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control.

### **Article 16 General Provisions**

#### **16.01 *Subordination to Master Trust Indenture and Subordinated Financing Agreements.***

16.01.1 This Agreement and all rights granted to Airline hereunder are expressly subordinated and subject to the lien, covenants (including the rate covenants), and provisions of the pledges, transfer, hypothecation, or assignment made by City in the Master Trust Indenture and any Subordinated Financing Agreements. City and Airline agree that to the extent required by the Master Trust Indenture, any Subordinated Financing Agreements or law, the holders of the Bonds or Subordinated Indebtedness or their designated representatives shall have the right to exercise any and all rights of City hereunder.

16.01.2 City shall notify Airline in advance of any amendments or supplements to the Master Trust Indenture or any Subordinated Financing Agreements that would materially alter the terms and provisions of this Agreement or materially impact the levels of fees and charges paid by Airline (herein referred to as "Material Amendments").

16.01.3 With respect to property used by Airline hereunder which was or is to be acquired by City with proceeds of Bonds or Subordinated Indebtedness, the interest on which is, or is intended to be, excludable from the gross income of the holders of such Bonds or Subordinated Indebtedness for federal income tax purposes, the parties hereby covenant not to take or fail to take any action that would impair the tax-exempt status of such Bonds and Subordinated Indebtedness.

16.01.4 Airline agrees to execute all instruments, certificates, or other documents that are consistent with this Agreement, contain factually correct information and are reasonably requested by City to assist City and bond counsel in determining and assuring that Bonds and Subordinated Indebtedness are issued in compliance with applicable rules and regulations of the Internal Revenue Service and the Securities and Exchange Commission, and Airline shall provide whatever additional relevant information is reasonably requested by City initially or on an ongoing basis in connection with complying with any of those rules and regulations.

16.02 *Nonwaiver.* No waiver of default by either party of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions to be performed, kept, and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein.

16.03 *Passenger Facility Charge.* City reserves the right to assess and collect PFCs subject to the terms and conditions set forth in the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117 (the "PFC Act"), and implementing regulations as each of these may be supplemented or amended from time to time. Airline shall collect and pay all PFCs for which it is responsible under the provisions of 14 C.F.R. Part 158. Failure by Airline to remit PFCs within the time frame required by 14 C.F.R. Part 158 shall be grounds for immediate cancellation of this Agreement pursuant to Section 11.03.

16.04 *Quiet Enjoyment.*

16.04.1 City agrees that, so long as Airline's payment of fees and charges is timely and Airline keeps all covenants and agreements contained herein, Airline shall peaceably have and enjoy its Airline Premises and all rights, privileges, and licenses of the Airport, its appurtenances and facilities granted herein, subject to the terms and conditions herein contained.

16.04.2 Consistent with the nature of Airline's business, Airline agrees that its use of the Airline Premises will be lawful and quiet and that it will not knowingly use or permit the use of Airline Premises in any way that would violate the terms of this Agreement, create a nuisance, or disturb other tenants or the general public. Airline shall be responsible for the activity of its officers, employees, agents, and others under its control with respect to this provision.

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

16.06 *Avigation Rights.* City reserves unto itself and its successors and assigns for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including the Airline Premises, for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air.

16.07 *Rules and Regulations.*

16.07.1 Airline and its officers, employees, agents, and others under its control shall observe and obey all laws, regulations, and orders of the federal, state, county and municipal governments and City (acting in its governmental capacity) which may be applicable to Airline's operations at the Airport.

16.07.2 City, acting in its governmental capacity, may from time to time adopt, amend, or revise the Rules and Regulations for reasons of safety, health, preservation of property, or for the maintenance of the good and orderly appearance or operation of the Airport. Airline and its officers, employees, agents, and others under its control shall faithfully comply with and observe such reasonable and non-discriminatory Rules and Regulations, except as they may conflict with the terms and provisions of this Agreement, or the regulations of another governmental entity having appropriate jurisdiction.

16.07.3 Airline shall be strictly liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire Term of this Agreement by any federal, state, or local governmental entity or any court of law having jurisdiction over Airline or Airline's operations and activities.

16.08 *Airline Operations Information and Planning.*

16.08.1 For planning purposes, Airline shall upon request cooperate to the greatest extent possible to furnish to City any and all pertinent information regarding Airline's current and future operations (including forecasts) at Airport. City shall be entitled, from time to time, to release consolidated statistics for all Air Transportation Companies providing Scheduled Operations at the Airport.

16.08.2 Airline shall discuss with City at the earliest date possible its consideration of changes to its operations or the type and series of aircraft used at the Airport (other than equipment substitution necessitated by occurrences beyond the control of Airline). City shall be entitled, from time to time, to release consolidated statistics for all Air Transportation Companies providing Scheduled Operations at the Airport.

16.09 *No Individual Liability.* No member, officer, agent, director, or employee of City or Airline shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

16.10 *Hazard Communication Standard.* Airline agrees at all times hereunder to be subject to regulations imposed by 29 C.F.R. Part 1910, "Hazard Communication." Airline agrees that it shall be solely responsible for any and all violations thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, contractors, subcontractors, successors, assigns and suppliers.

16.11 *Relationship of Parties.* Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of landlord and tenant, principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of fees and charges, nor

any other provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of licensor and licensee.

16.12 *Capacity to Execute.* Airline shall submit a copy of any corporate resolution, if requested by City, which authorizes any director or officer to act on behalf of Airline and which authorizes Airline to enter into this Agreement.

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

16.14 *Successors and Assigns Bound.* This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

16.15 *Incorporation of Exhibits.* All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

16.16 *Titles.* Paragraph titles are inserted only as a matter of convenience and for reference. They in no way define, limit, or describe the scope or extent of any provision of this Agreement.

16.17 *Severability.* In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either City or Airline in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

16.18 *Amendments.* Except as otherwise provided herein, no amendment, modification or alteration of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

16.19 *Other Agreements.* Other than as set forth herein, nothing contained in this Agreement shall be deemed or construed to nullify, restrict, or modify in any manner the provisions of any contract or lease between City and Airline authorizing the use of the Airport, its facilities, and appurtenances.

16.20 *Approvals.*

16.20.1 Unless otherwise stated, whenever this Agreement calls for approval by City, such approval shall be evidenced by the written approval of the Executive Director.

16.20.2 Except as otherwise provided herein, any approval required by either party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

16.21 *Notice.*

16.21.1 All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing with proof of delivery. If intended for City, notices shall be delivered to:

Salt Lake City Department of Airports  
Executive Director  
P.O. Box 145550  
Salt Lake City, Utah 84114-5550

or to such other address as may be designated by City by written notice to Airline.

16.21.2 Notices to Airline shall be delivered to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as may be designated by Airline by written notice to City.

16.22 *Agent for Service.* It is expressly understood and agreed that if Airline is not a resident of the State of Utah, or is an association or partnership without a member or partner resident of said state, Airline shall appoint an agent for the purpose of service of process in any court action between it and City arising out of or based upon this Agreement. Airline shall immediately, within ten (10) days of execution of this Agreement, notify City, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of Utah for service upon a non-resident engaging in business in the state. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, Airline may be personally served out of the State of Utah by the registered mailing of such service at the address set forth in Section 16.21.

16.23 *Governing Law and Legal Forum.* This Agreement is to be read and construed in accordance with the laws of the State of Utah. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Salt Lake, or if federal jurisdiction is appropriate, exclusively in the United States District Court, District of Utah, Salt Lake City, Utah.

16.24 *Force Majeure.* Except as herein provided, neither City nor Airline shall be deemed to be in default if either party is prevented from performing any of the obligations, other than the payment of fees and charges, by reason of strikes, boycotts, labor disputes, epidemics, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control.

16.25 *Americans with Disabilities Act and Air Carrier Access Act.* Airline shall be solely and fully responsible for ensuring that Airline's operations, wherever they may occur at the Airport, shall comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., as amended

from time to time ("ADA"), and the Air Carrier Access Act, 49 U.S.C. § 41705, as amended from time to time ("ACAA"). Airline shall develop a work plan to correct or avoid any violations or non-compliance with the ADA or the ACAA. Airline shall deliver to the City, upon City's request, a copy of each such report and work plan. City's approval of or acceptance of any aspect of Airline's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity or practice complies with the ADA or the ACAA. Airline agrees to indemnify, defend, and hold the City harmless from any and all costs incurred by City with respect to Airline's failure to comply with the ADA or the ACAA for Airline's operations at the Airport.

City shall comply with the ADA and the ACAA as applicable to any facilities constructed by City and any improvements made by City at the Airport.

16.26 *Federal Grant Agreement Covenants.* Airline acknowledges that City is subject to Federal Grant Agreement obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to be bound by the following covenants provided by the FAA, as they may apply to Airline.

16.26.1 Airline for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated at the Airport for a purpose for which a DOT program or activity is extended, or for another purpose involving the provision of similar services or benefits, Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Sub-title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

16.26.2 Airline for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (a) no person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation or denied the benefits of, or otherwise be subjected to discrimination, (c) that Airline shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Sub-title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

16.26.3 That in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and repossess any of said Airport premises and the facilities thereon, and to hold the same as if this Agreement had never been made or issued. This provision shall not



become effective until the procedures of 49 C.F.R. Part 21 are followed and completed including expiration of appeal rights.

16.26.4 Airline shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

16.26.5 Non-compliance with Section 16.26.4 above shall constitute a material breach of this Agreement and in the event of such non-compliance City shall have the right to terminate this Agreement and any estate hereby created without liability therefor or, at the election of City or the United States, either or both said governments shall have the right to judicially enforce Sections 16.26.1, 16.26.2, 16.26.3 and 16.26.4 of this Section 16.26.

16.26.6 Airline agrees that it shall insert or incorporate the above five provisions 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 at the Airport.

16.26.7 Airline assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This paragraph obligates Airline or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interests therein or structures or improvements thereon. In these cases, this paragraph obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this paragraph binds the contractors from the bid solicitation period through the completion of the contract.

16.26.8 Notwithstanding anything set forth herein to the contrary, to the extent required: (a) under the Master Trust Indenture; (b) under any Subordinated Financing Agreement; or (c) by the FAA, the DOT, the TSA or a similar governmental authority, other than City, having jurisdiction over the Airport, City reserves the right to further develop or improve the landing area of the Airport as required, regardless of the desires or views of Airline and without interference or hindrance.

16.26.9 This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation or maintenance of the Airport.

16.26.10 Airline agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Airport premises or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

16.26.11 Airline, by accepting this Agreement, agrees for itself and its successors and assigns that it will not make use of the Airport premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to cause the abatement of such interference at the expense of Airline.

16.26.12 Airline, by accepting this Agreement, expressly agrees for itself and its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Airport premises, above the main sea level elevation that would exceed FAR Part 77 standards or elevations affecting the Airport navigable airspace. In the event the aforesaid covenants are breached, City reserves the right to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Airline.

16.27 *FAA Modifications for Grants of Funds.* In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Agreement, City shall give notice of any such requirement to Airline and Airline agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable City to obtain said FAA funds.

16.28 *Prohibition of Gifts.* Airline is familiar with City's prohibition against the acceptance of any gift by a City officer or employee or former City officer or employee, which prohibition is found in Chapter 2.44 of the Salt Lake City Code, as such chapter may be amended. Airline represents that it has not (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44 of the Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance. Airline agrees not to offer any City officer or employee or former City officer or employee any gift prohibited by Chapter 2.44 of the Salt Lake City Code and

agrees to abide by all laws applicable to it with respect to the making or offering of gifts or things of value to City officers or employees or former City officers or employees.

16.29 *Taxes.*

16.29.1 Airline shall pay, but such payment shall not be considered part of Airport Revenue, all taxes, assessments and charges of a like nature, if any (including any possessory interest tax), which at any time during the term of this Agreement may be levied against Airline or become a lien by virtue of any levy, assessment or charge against Airline by the United States Government, the State of Utah, Salt Lake County or any governmental successor in authority to the foregoing, or any other tax- or assessment-levying bodies, in whole or in part, upon or in respect to (a) the Airline Premises or such facilities of the Airport as are made available for use by Airline hereunder or (b) any personal property belonging to Airline situated on or in the Airline Premises. The property interest of Airline, if any, created by this Agreement may be subject to property taxation, and Airline may be subject to the payment of property tax levied on such interest. Payment of such additional charges for all such taxes, assessments and charges, when and if levied or assessed, shall be made by Airline directly to the taxing or assessing authority charged with collection thereof, in which event Airline shall be responsible for obtaining bills for all of said taxes, assessments and charges and promptly providing City with evidence of payment therefor.

16.29.2 Airline may, at its expense, contest the amount or validity of any tax or assessment directly against the taxing or assessing authority. Airline shall indemnify City from all taxes, penalties, costs, expenses, and attorneys' fees incurred by City resulting directly or indirectly from all such tax contests other than contests of City-imposed taxes.

16.29.3 Upon any termination of this Agreement, all lawful taxes then levied or a lien upon any of such property or taxable interest therein shall be paid in full by Airline forthwith or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between the attachment of the lien and the issuance of the statement.

16.30 *Waiver of Visual Artists Rights.* Airline shall not install any object in the Airline Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 ("VARA") unless and until Airline has (a) obtained the prior written approval of the Executive Director and (b) provided City with a written waiver from the author of such work of visual art, in form and substance reasonably satisfactory to City, which waiver shall identify specifically the work of visual art and the uses of that work to which the waiver applies in accordance with 17 U.S.C. § 106A(e)(1).

16.31 *Exclusiveness of Airline's Rights.* Nothing contained in this Agreement shall be deemed to grant to Airline any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a)(4) with respect to activity on the Airport.

16.32 *No Third-Party Beneficiaries.* There are no third-party beneficiaries to this Agreement.

16.33 *Liens and Encumbrances.* Airline shall keep the Airline Premises free and clear of any liens and encumbrances arising or growing out of Airline's use of the Airline Premises or activities at the Airport. Airline agrees to fully indemnify and defend City in connection with any such liens filed against the Airline Premises. At City's request, Airline shall furnish City with written proof of payment of any item that would or might constitute the basis for such a lien on the Airline Premises if not paid.

16.34 *Labor Disputes.* Airline agrees to use reasonable efforts to avoid disruption to City, its tenants or members of the public arising from labor disputes involving Airline, and in the event of a strike, picketing, demonstration or other labor difficulty involving Airline, to use its good offices, including the utilization of available legal remedies, to minimize or eliminate any disruption to City, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

16.35 *SEC Rule 15c2-12.* Airline, upon request by City, shall provide City with such information as City may reasonably request in writing to comply with City's continuing disclosure requirements under SEC Rule 15c2-12 as it may be amended from time to time; provided, however, that Airline may in lieu of providing the requested information direct City to an Airline or SEC website where the requested information is then currently available. Airline covenants that any information so provided, either directly or by reference to any website, shall not misstate any material fact and shall not fail to state any fact necessary, in light of the circumstances under which the information is provided, in order to make the information provided not misleading.

16.36 *Government Records Access and Management Act.* City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Airline pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Airline. Any materials for which Airline claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Airline explaining Airline's claim of exemption from disclosure. City will make reasonable efforts to notify Airline of any requests made for disclosure of documents submitted under a claim of confidentiality. Airline may, at Airline's sole expense, take any appropriate actions to prevent disclosure of such material. Airline specifically waives any claims against City related to disclosure of any materials required by GRAMA.

16.37 *Entire Agreement.* It is understood and agreed that this instrument contains the entire agreement between the parties hereto with respect to the subject matter hereof and it may not be modified or amended except by a written instrument that is signed by both parties. It is further understood and agreed by Airline that City and City's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except such as are in this Agreement expressly set forth, and no claim or liability or cause for termination shall be asserted by Airline against City for, and City shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**SALT LAKE CITY CORPORATION**

**[AIRLINE NAME]**

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

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_

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Airport Boundaries, Premises, and Space

Exhibit B  
Rates and Charges

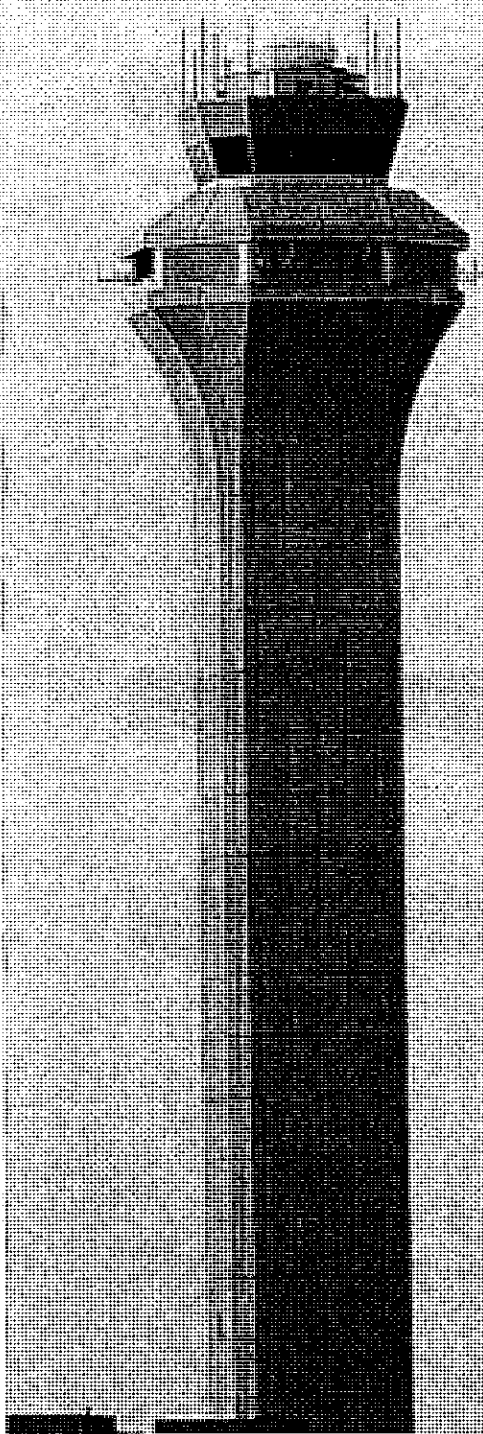
Exhibit C  
Maintenance Responsibilities

Exhibit D  
Airline Activity Report





# Salt Lake City Intl Airport Arrival-Departure Schedule Reports



**Airport:**

Salt Lake City Intl Airport (SLC)

**Week of:**

01/14/2013 - 01/20/2013

**Source:**

OTM Database

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Department of Airports



Salt Lake City  
Department of Airports



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**Departures and Seats**  
**Change in Departures and Seats From SLC**  
**Current Month vs. Prior Month**  
**By Published Carrier**  
**November 2011**

**Domestic Flights**

Carriers	Daily Departures				Daily Seats			
	Current Month	Prior Month	Change	Percent Change	Current Month	Prior Month	Change	Percent Change
American & Affiliate	11	11	0	0.0%	1,048	1,048	0	0.0%
Continental	2	2	0	0.0%	228	281	-53	-18.9%
Delta & Affiliates	229	236	-7	-3.0%	21,079	21,392	-313	-1.5%
Frontier & Affiliate	5	5	0	0.0%	714	714	0	0.0%
JetBlue	4	4	0	0.0%	600	600	0	0.0%
Southwest	35	39	-4	-10.3%	4,795	5,343	-548	-10.3%
United & Affiliates	15	15	0	0.0%	953	969	-16	-1.7%
US Airways & Affiliate	5	5	0	0.0%	646	672	-26	-3.9%
	<b>306</b>	<b>317</b>	<b>-11</b>	<b>-3.5%</b>	<b>30,063</b>	<b>31,019</b>	<b>-956</b>	<b>-3.1%</b>

**International Flights**

Carriers	Weekly Departures				Weekly Seats			
	Current Month	Prior Month	Change	Percent Change	Current Month	Prior Month	Change	Percent Change
Delta & Affiliate	41	41	0	0.0%	3,980	4,126	-146	-3.5%
Frontier	1	0	1	100.0%	138	-	138	100.0%
	<b>42</b>	<b>41</b>	<b>1</b>	<b>2.4%</b>	<b>4,118</b>	<b>4,126</b>	<b>-8</b>	<b>-0.2%</b>

**Departures and Seats**  
**Change in Departures and Seats From SLC**  
**Current Year vs. Prior Year**  
**By Published Carrier**  
**November 2011**

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Page 1

**Domestic Flights**

Carriers	Daily Departures				Daily Seats			
	Current Year	Prior Year	Change	Percent Change	Current Year	Prior Year	Change	Percent Change
American & Affiliate	11	8	3	37.5%	1,048	910	138	15.2%
Continental	2	2	0	0.0%	228	238	-10	-4.2%
Delta & Affiliates	229	290	-61	-21.0%	21,079	25,649	-4,570	-17.8%
Frontier & Affiliate	5	5	0	0.0%	714	544	170	31.3%
JetBlue	4	4	0	0.0%	600	600	0	0.0%
Southwest	35	36	-1	-2.8%	4,795	4,887	-92	-1.9%
United & Affiliates	15	15	0	0.0%	953	984	-31	-3.2%
US Airways & Affiliate	5	5	0	0.0%	646	608	38	6.3%
	<b>306</b>	<b>365</b>	<b>-59</b>	<b>-16.2%</b>	<b>30,063</b>	<b>34,420</b>	<b>-4,357</b>	<b>-12.7%</b>

**International Flights**

Carriers	Weekly Departures				Weekly Seats			
	Current Year	Prior Year	Change	Percent Change	Current Year	Prior Year	Change	Percent Change
Delta & Affiliate	41	44	-3	-6.8%	3,980	4,186	-206	-4.9%
Frontier	1	1	0	0.0%	138	136	2	1.5%
	<b>42</b>	<b>45</b>	<b>-3</b>	<b>-6.7%</b>	<b>4,118</b>	<b>4,322</b>	<b>-204</b>	<b>-4.7%</b>

**Departures and Seats**  
**Change in Departures and Seats From SLC**  
**Current Month vs. Prior Month**  
**By Operator/Carrier**  
**November 2011**

Table 1 & 9 Operator  
Page 1

<b>Domestic Flights</b>									
Carriers	Code	<b>Daily Departures</b>				<b>Daily Seats</b>			
		Current Month	Prior Month	Change	Percent Change	Current Month	Prior Month	Change	Percent Change
American	AA	5	5	0	0.0%	700	700	0	0.0%
American Eagle	MQ	6	6	0	0.0%	348	348	0	0.0%
Continental	CO	2	2	0	0.0%	228	281	-53	-18.9%
Delta	DL	79	79	0	0.0%	12,431	12,562	-131	-1.0%
SkyWest	OO	144	149	-5	-3.4%	8,192	8,222	-30	-0.4%
Mesaba	XJ	6	8	-2	-25.0%	456	608	-152	-25.0%
Frontier	F9	5	5	0	0.0%	714	714	0	0.0%
JetBlue	B6	4	4	0	0.0%	600	600	0	0.0%
Southwest	WN	35	39	-4	-10.3%	4,795	5,343	-548	-10.3%
United	UA	1	1	0	0.0%	120	120	0	0.0%
United Express/SkyWest	A296	11	11	0	0.0%	614	630	-16	-2.5%
United Express/Shuttle	A499	3	3	0	0.0%	219	219	0	0.0%
US Airways	US	5	5	0	0.0%	646	672	-26	-3.9%
		<b>306</b>	<b>317</b>	<b>-11</b>	<b>-3.5%</b>	<b>30,063</b>	<b>31,019</b>	<b>-956</b>	<b>-3.1%</b>

<b>International Flights</b>									
Carriers	Code	<b>Weekly Departures</b>				<b>Weekly Seats</b>			
		Current Month	Prior Month	Change	Percent Change	Current Month	Prior Month	Change	Percent Change
Delta	DL	12	14	-2	-14.3%	2,052	2,472	-420	-17.0%
SkyWest	OO	29	27	2	7.4%	1,928	1,654	274	16.6%
Frontier	F9	1	0	1	100.0%	138	-	138	100.0%
		<b>42</b>	<b>41</b>	<b>1</b>	<b>2.4%</b>	<b>4,118</b>	<b>4,126</b>	<b>-8</b>	<b>-0.2%</b>

**Departures and Seats**  
**Change in Departures and Seats From SLC**  
**Current Year vs. Prior Year**  
**By Operator/Carrier**  
**November 2011**

Table 1A & 9A Operator  
Page 1

<b>Domestic Flights</b>									
Carriers	Code	<b>Daily Departures</b>				<b>Daily Seats</b>			
		Current Year	Prior Year	Change	Percent Change	Current Year	Prior Year	Change	Percent Change
American	AA	5	5	0	0.0%	700	700	0	0.0%
American Eagle	MQ	6	3	3	100.0%	348	210	138	65.7%
Continental	CO	2	2	0	0.0%	228	238	-10	-4.2%
Delta	DL	79	92	-13	-14.1%	12,431	14,823	-2,392	-16.1%
SkyWest	OO	144	185	-41	-22.2%	8,192	9,838	-1,646	-16.7%
Mesaba	XJ	6	13	-7	-53.8%	456	988	-532	-53.8%
Frontier	F9	5	2	3	150.0%	714	272	442	162.5%
Republic Airline	RW	0	3	-3	-100.0%	-	272	-272	-100.0%
JetBlue	B6	4	4	0	0.0%	600	600	0	0.0%
Southwest	WN	35	36	-1	-2.8%	4,795	4,887	-92	-1.9%
United	UA	1	1	0	0.0%	120	138	-18	-13.0%
United Express/SkyWest	A296	11	11	0	0.0%	614	630	-16	-2.5%
United Express/Shuttle	A499	3	3	0	0.0%	219	216	3	1.4%
US Airways	US	5	4	1	25.0%	646	522	124	23.8%
Mesa Airlines	YV	0	1	-1	-100.0%	-	86	-86	-100.0%
		<b>306</b>	<b>365</b>	<b>-59</b>	<b>-16.2%</b>	<b>30,063</b>	<b>34,420</b>	<b>-4,357</b>	<b>-12.7%</b>

<b>International Flights</b>									
Carriers	Code	<b>Weekly Departures</b>				<b>Weekly Seats</b>			
		Current Year	Prior Year	Change	Percent Change	Current Year	Prior Year	Change	Percent Change
Delta	DL	12	15	-3	-20.0%	2,052	2,472	-420	-17.0%
SkyWest	OO	29	29	0	0.0%	1,928	1,714	214	12.5%
Frontier	F9	1	1	0	0.0%	138	136	2	1.5%
		<b>42</b>	<b>45</b>	<b>-3</b>	<b>-6.7%</b>	<b>4,118</b>	<b>4,322</b>	<b>-204</b>	<b>-4.7%</b>

**Departures By Day of Week and Carrier from SLC**  
November 2011

Table 16  
Page 1

**Domestic Flights**

Carrier	Code	M	T	W	Th	F	Sa	S
American	AA	5	5	5	5	5	5	5
American Eagle	MQ	6	6	6	6	6	5	6
Continental	CO	2	2	2	2	2	2	2
Delta	DL	87	77	79	87	86	66	81
SkyWest	OO	155	140	144	155	155	105	130
Mesaba	XJ	9	6	6	9	10	7	5
Frontier	F9	5	4	5	5	4	3	6
JetBlue	B6	4	4	4	5	5	5	5
Southwest	WN	35	35	35	35	35	27	31
United	UA	1	1	1	1	1	1	1
United Express / SkyWest	A296	12	11	11	13	13	9	10
United Express / Shuttle	A499	3	3	3	3	3	1	3
US Airways	US	5	5	5	5	5	5	5
<b>Total:</b>		<b>329</b>	<b>299</b>	<b>306</b>	<b>331</b>	<b>330</b>	<b>241</b>	<b>290</b>

**International Flights**

Carrier	Code	M	T	W	Th	F	Sa	S
Delta	DL	2	1	1	1	3	2	2
SkyWest	OO	5	4	4	5	4	2	5
Frontier	F9	0	0	0	0	0	1	0
<b>Total:</b>		<b>7</b>	<b>5</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>5</b>	<b>7</b>
<b>Total All Flights:</b>		<b>336</b>	<b>304</b>	<b>311</b>	<b>337</b>	<b>337</b>	<b>246</b>	<b>297</b>

# Departures By Day of Week and Destination from SLC November 2011

Table 17  
Page 1

Domestic Flights								
Market	Code	M	T	W	Th	F	Sa	S
Albuquerque	ABQ	5	5	5	5	5	4	4
Anchorage	ANC	1	1	1	1	1	1	1
Atlanta	ATL	7	7	7	7	7	7	7
Austin	AUS	3	2	2	3	3	2	2
Baltimore	BWI	3	2	3	3	3	2	3
Billings	BIL	4	4	4	4	4	2	2
Boise	BOI	7	7	7	7	7	5	6
Boston	BOS	1	1	1	1	1	1	1
Bozeman	BZN	4	3	3	4	4	3	3
Burbank	BUR	3	3	3	3	3	2	3
Butte	BTM	2	2	2	2	2	1	2
Casper	CPR	2	2	2	2	2	2	2
Cedar City	CDC	2	2	2	2	2	1	2
Chicago Midway	MDW	2	2	2	2	2	2	2
Chicago O'Hare	ORD	11	10	10	11	11	8	9
Cincinnati	CVG	2	2	2	2	2	1	2
Cody	COD	1	1	1	1	1	1	1
Colorado Springs	COS	2	2	2	2	2	2	2
Dallas/Fort Worth	DFW	10	10	10	10	10	8	8
Denver	DEN	26	24	25	26	25	16	24
Detroit	DTW	4	4	4	4	4	4	4
Elko	EKO	3	3	3	3	3	2	2
Eugene	EUG	2	2	2	2	2	1	2
Fargo	FAR	1	1	1	1	1	1	1
Fresno	FAT	3	2	3	3	3	2	2
Gillette	GCC	1	1	1	1	1	1	1
Grand Junction	GJT	2	2	2	2	2	2	1
Great Falls	GTF	3	2	3	3	3	2	2
Helena	HLN	3	2	2	3	3	2	2
Honolulu	HNL	1	1	1	1	1	1	1
Houston	IAH	5	4	4	5	5	4	5
Idaho Falls	IDA	6	5	5	6	6	3	4
Indianapolis	IND	1	1	1	1	1	1	1
Jackson	JAC	3	2	3	3	3	2	2
Kalispell/Glacier Nt PK	FCA	3	2	2	3	3	2	2
Kansas City	MCI	3	3	3	3	3	2	3
Las Vegas	LAS	11	10	11	11	11	9	11
Lewiston	LWS	2	2	2	2	2	1	2
Long Beach	LGB	7	7	7	8	8	6	7
Los Angeles	LAX	14	13	13	15	15	11	12

## Departures By Day of Week and Destination from SLC November 2011

Table 17  
Page 2

Domestic Flights								
Market	Code	M	T	W	Th	F	Sa	S
Medford	MFR	2	2	2	2	2	1	2
Memphis	MEM	3	3	3	3	3	1	3
Minneapolis	MSP	5	5	5	5	5	5	5
Missoula	MSO	4	4	4	4	4	3	4
Nashville	BNA	1	1	1	1	1	1	1
New Orleans	MSY	1	1	1	1	1	1	1
New York JFK	JFK	5	5	5	5	5	4	5
New York Newark	EWR	2	1	1	2	2	1	1
Oakland	OAK	8	7	7	8	8	5	6
Oklahoma City	OKC	3	3	3	3	3	2	2
Omaha	OMA	3	2	3	3	3	2	2
Ontario	ONT	4	3	3	4	4	3	3
Orlando	MCO	2	1	2	2	2	2	2
Palm Springs	PSP	2	2	2	2	2	2	2
Pasco	PSC	4	4	4	4	4	2	4
Philadelphia	PHL	1	1	1	1	1	1	1
Phoenix	PHX	17	16	16	17	17	15	16
Pocatello	PIH	3	3	3	3	3	2	2
Portland	PDX	7	6	6	7	7	5	6
Rapid City	RAP	2	2	1	2	2	1	1
Redmond	RDM	2	2	2	2	2	1	2
Reno	RNO	5	5	5	5	5	4	5
Rock Springs	RKS	2	2	2	2	2	2	2
Sacramento	SMF	5	4	4	5	5	3	5
San Antonio	SAT	3	2	2	3	3	2	2
San Diego	SAN	5	4	4	5	5	3	5
San Francisco	SFO	8	7	7	8	8	7	8
San Jose	SJC	4	4	4	4	4	2	3
Santa Ana / Orange County	SNA	5	4	4	5	5	3	5
Seattle/Tacoma	SEA	9	8	8	9	9	6	7
Spokane	GEG	5	4	4	5	5	3	4
St. George	SGU	5	5	5	5	5	4	4
St. Louis	STL	3	2	2	3	3	2	3
Sun Valley	SUN	3	3	3	3	3	3	3
Tucson	TUS	3	3	3	3	3	2	3
Tulsa	TUL	1	1	1	1	1	0	1
Washington Dulles	IAD	2	2	2	2	2	1	2
Washington National	DCA	1	1	1	1	1	1	1
<b>Total Domestic Flights:</b>		<b>329</b>	<b>299</b>	<b>306</b>	<b>331</b>	<b>330</b>	<b>241</b>	<b>290</b>



**Departures By Day of Week and Destination from SLC  
November 2011**

Table 17  
Page 3

**International Flights**

<u>Market</u>	<u>Code</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>Sa</u>	<u>S</u>
Calgary	YYC	2	2	2	2	2	1	2
Cancun	CUN	0	0	0	0	0	1	0
Guadalajara	GDL	0	0	0	0	0	0	0
Los Cabos	SJD	0	0	0	1	0	1	1
Mexico City	MEX	1	0	0	1	1	0	1
Paris	CDG	1	1	1	0	1	0	1
Puerto Vallarta	PVR	1	0	0	0	1	1	0
Vancouver	YVR	2	2	2	2	2	1	2
<b>Total International Flights:</b>		<b>7</b>	<b>5</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>5</b>	<b>7</b>
<b>Total All Flights:</b>		<b>336</b>	<b>304</b>	<b>311</b>	<b>337</b>	<b>337</b>	<b>246</b>	<b>297</b>

**Share of Departures and Seats  
to Nonstop Markets From SLC**  
November 2011

Table 2  
Page 1

**Domestic Flights**

Carriers	Daily Departures	Daily Seats	Seats per Departure	Nonstop Markets		Percent Share Of:	
				Nonstop Markets	Prior Year Change	Daily Departures	Daily Seats
American	5	700	140	1	0	1.6%	2.3%
American Eagle	6	348	58	2	+1	2.0%	1.2%
Continental	2	228	140	1	0	0.7%	0.8%
Delta	79	12,431	160	33	-1	25.8%	41.3%
SkyWest	144	8,192	50	59	-2	47.1%	27.2%
Mesaba	6	456	76	6	-4	2.0%	1.5%
Frontier	5	714	136	1	0	1.6%	2.4%
Republic Airline	0	-	98	0	-1	0.0%	0.0%
JetBlue	4	600	150	2	0	1.3%	2.0%
Southwest	35	4,795	137	12	-1	11.4%	15.9%
United	1	120	138	1	0	0.3%	0.4%
United Express/SkyWest	11	614	50	4	0	3.6%	2.0%
United Express/Shuttle	3	219	72	2	-1	1.0%	0.7%
US Airways	5	646	140	1	0	1.6%	2.1%
	<b>306</b>	<b>30,063</b>		<b>79</b>		<b>100.0%</b>	<b>100.0%</b>

**International Flights**

Carriers	Weekly Departures	Weekly Seats	Seats per Departure	Nonstop Markets		Percent Share Of:	
				Nonstop Markets	Prior Year Change	Weekly Departures	Weekly Seats
Delta	12	2,052	158	4	-2	28.6%	49.8%
SkyWest	29	1,928	66	4	0	69.0%	46.8%
Frontier	1	138	136	1	0	2.4%	3.4%
	<b>42</b>	<b>4,118</b>		<b>7</b>		<b>100.0%</b>	<b>100.0%</b>

**Daily Domestic Jet Departures From SLC**  
**By Carrier and Market**  
**November 2011**

Table 4  
Page 1

**Domestic Flights**

Name	Code	AA	A296	A499	B6	CO	DL	F9	MQ	OO	UA	US	WN	XJ	Total
Albuquerque	ABQ									4			1		5
Anchorage	ANC						1								1
Atlanta	ATL						7								7
Austin	AUS								1					1	2
Baltimore	BWI						2						1		3
Billings	BIL									4					4
Boise	BOI						2			2			2	1	7
Boston	BOS						1								1
Bozeman	BZN									3					3
Burbank	BUR									3					3
Butte	BTM									2					2
Casper	CPR									2					2
Cedar City	CDC									2					2
Chicago Midway	MDW												2		2
Chicago O'Hare	ORD		2	2					3	2				1	10
Cincinnati	CVG						2								2
Cody	COD									1					1
Colorado Springs	COS									2					2
Dallas/Fort Worth	DFW	5								4				1	10
Denver	DEN		5	1				5		7			6	1	25
Detroit	DTW						4								4
Elko	EKO									3					3
Eugene	EUG									2					2
Fargo	FAR									1					1
Fresno	FAT									3					3
Gillette	GCC									1					1
Glacier Park	FCA									2					2
Grand Junction	GJT									2					2
Great Falls	GTF									3					3
Helena	HLN									2					2
Honolulu	HNL						1								1
Houston	IAH					2				2					4
Idaho Falls	IDA									5					5
Indianapolis	IND						1								1
Jackson	JAC						1			2					3
Kansas City	MCI									3					3
Las Vegas	LAS						5			1			5		11
Lewiston	LWS									2					2
Long Beach	LGB				3		1			3					7
Los Angeles	LAX		1				4		3	2			3		13
Medford	MFR									2					2
Memphis	MEM						1			2					3
Minneapolis	MSP						5								5
Missoula	MSO									4					4



**Daily Domestic Jet Departures From SLC**  
**By Carrier and Market**  
**November 2011**

Table 4  
Page 2

**Domestic Flights**

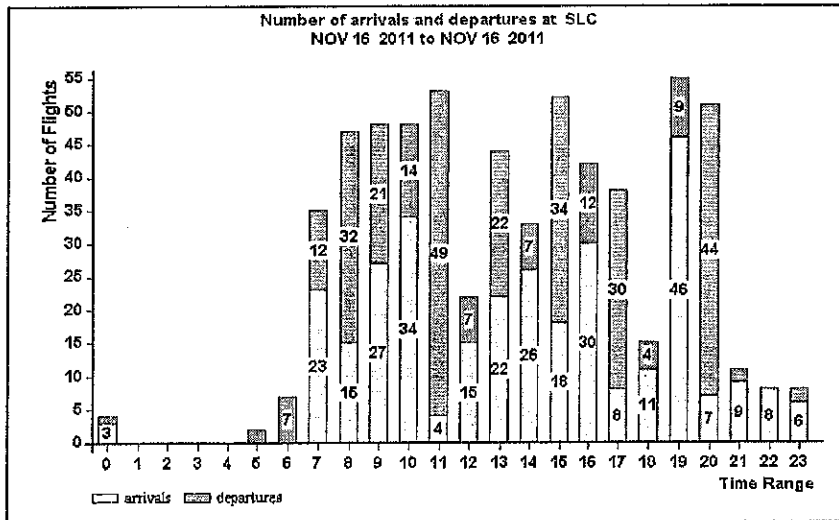
Name	Code	AA	A296	A499	B6	CO	DL	F9	MQ	OO	UA	US	WN	XJ	Total
Nashville	BNA									1					1
New Orleans	MSY									1					1
New York JFK	JFK				1		4								5
New York Newark	EWR						1								1
Oakland	OAK						2			2			3		7
Oklahoma City	OKC									3					3
Omaha	OMA									3					3
Ontario	ONT									3					3
Orange County	SNA						4								4
Orlando	MCO						2								2
Palm Springs	PSP									2					2
Pasco	PSC									4					4
Philadelphia	PHL						1								1
Phoenix	PHX						3			2		5	6		16
Pocatello	PIH									3					3
Portland	PDX						4						2		6
Rapid City	RAP									1					1
Redmond	RDM									2					2
Reno	RNO						2			2			1		5
Rock Springs	RKS									2					2
Sacramento	SMF						1			3					4
San Antonio	SAT									1				1	2
San Diego	SAN						4								4
San Francisco	SFO		3				2			2					7
San Jose	SJC						1			3					4
Seattle/Tacoma	SEA						5						3		8
Spokane	GEG						2			2					4
St. George	SGU									5					5
St. Louis	STL						1			1					2
Sun Valley	SUN									3					3
Tucson	TUS									3					3
Tulsa	TUL									1					1
Twin Falls	TWF									3					3
Washington Dulles	IAD						1					1			2
Washington Nat'l	DCA						1								1
<b>Total - Regional/Jet Carriers</b>		<b>5</b>	<b>11</b>	<b>3</b>	<b>4</b>	<b>2</b>	<b>79</b>	<b>5</b>	<b>6</b>	<b>144</b>	<b>1</b>	<b>5</b>	<b>35</b>	<b>6</b>	<b>306</b>

Airline Index:	
AA: American Airlines	DL: Delta Air Lines
A296: United Express / SkyWest	UA: United Airlines
A499: United Express / Shuttle	F9: Frontier Airline
B6: jetBlue Airways	US: US Airways
CO: Continental Airlines	MQ: American Eagle
	WN: Southwest Airlines
	OO: SkyWest Airline
	XJ: Mesaba Airlines
	RW: Republic Airline

# Daily Flights by Hour at SLC November 2011

## Domestic Flights

%	ARRIVALS	FREQ	HOUR	FREQ	DEPARTURES	%
0.96%	***	3	0000-0059	1	*	0.32%
0.00%		0	0100-0159	0		0.00%
0.00%		0	0200-0259	0		0.00%
0.00%		0	0300-0359	0		0.00%
0.00%		0	0400-0459	0		0.00%
0.00%		0	0500-0559	2	**	0.64%
0.00%		0	0600-0659	7	*****	2.25%
7.37%	*****	23	0700-0759	12	*****	3.86%
4.81%	*****	15	0800-0859	32	*****	10.29%
8.65%	*****	27	0900-0959	21	*****	6.75%
10.90%	*****	34	1000-1059	14	*****	4.50%
1.28%	****	4	1100-1159	49	*****	15.76%
4.81%	*****	15	1200-1259	7	*****	2.25%
7.05%	*****	22	1300-1359	22	*****	7.07%
8.33%	*****	26	1400-1459	7	*****	2.25%
5.77%	*****	18	1500-1559	34	*****	10.93%
9.62%	*****	30	1600-1659	12	*****	3.86%
2.56%	*****	8	1700-1759	30	*****	9.65%
3.53%	*****	11	1800-1859	4	****	1.29%
14.74%	*****	46	1900-1959	9	*****	2.89%
2.24%	*****	7	2000-2059	44	*****	14.15%
2.88%	*****	9	2100-2159	2	**	0.64%
2.56%	*****	8	2200-2259	0		0.00%
1.92%	*****	6	2300-2359	2	**	0.64%



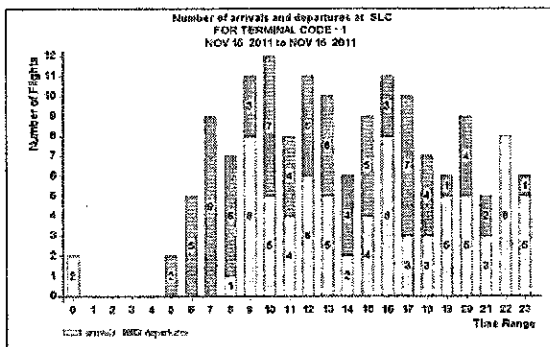
## Daily Flights by Hour at SLC November 2011

### Domestic Flights

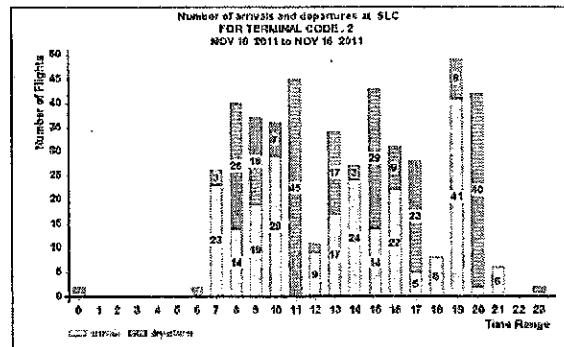
TOTAL FLIGHTS	HOUR	% TOTAL FLIGHTS
4	0000-0059	0.64%
0	0100-0159	0.00%
0	0200-0259	0.00%
0	0300-0359	0.00%
0	0400-0459	0.00%
2	0500-0559	0.32%
7	0600-0659	1.12%
35	0700-0759	5.62%
47	0800-0859	7.54%
48	0900-0959	7.70%
48	1000-1059	7.70%
53	1100-1159	8.51%
22	1200-1259	3.53%
44	1300-1359	7.06%
33	1400-1459	5.30%
52	1500-1559	8.35%
42	1600-1659	6.74%
38	1700-1759	6.10%
15	1800-1859	2.41%
55	1900-1959	8.83%
51	2000-2059	8.19%
11	2100-2159	1.77%
8	2200-2259	1.28%
8	2300-2359	1.28%

### FLIGHTS BY TERMINAL

**TERMINAL ONE**



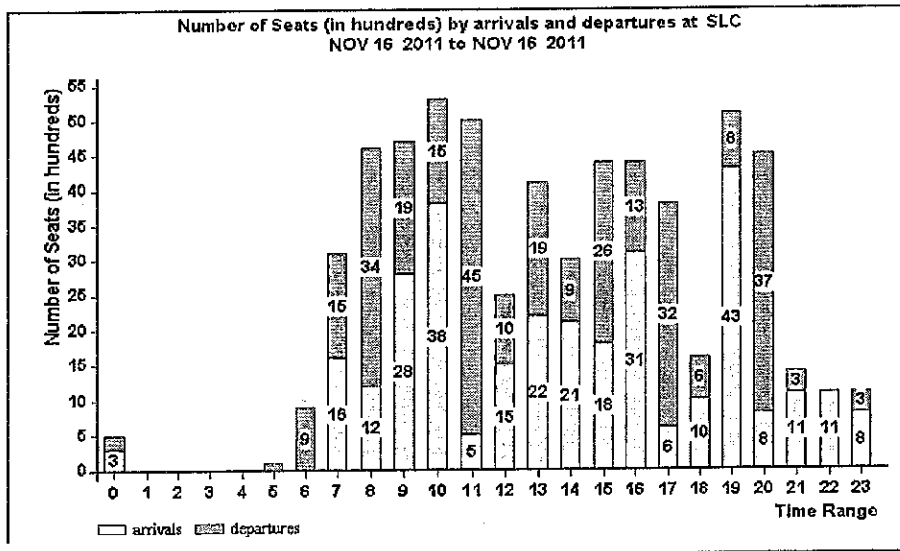
**TERMINAL TWO**



# Daily Seats by Hour at SLC November 2011

## Domestic Flights

%	ARRIVALS	FREQ	HOUR	FREQ	DEPARTURES	%
1.13%		**	347	0000-0059	224 *	0.73%
0.00%			0	0100-0159	0	0.00%
0.00%			0	0200-0259	0	0.00%
0.00%			0	0300-0359	0	0.00%
0.00%			0	0400-0459	0	0.00%
0.00%			0	0500-0559	100	0.33%
0.00%			0	0600-0659	854 *****	2.80%
5.07%	*****	1,561	0700-0759	1,481 *****		4.85%
4.03%	*****	1,240	0800-0859	3,370 *****		11.04%
9.08%	*****	2,793	0900-0959	1,894 *****		6.20%
12.26%	*****	3,773	1000-1059	1,532 *****		5.02%
1.75%	***	538	1100-1159	4,536 *****		14.85%
4.83%	*****	1,485	1200-1259	957 *****		3.13%
7.09%	*****	2,181	1300-1359	1,939 *****		6.35%
6.76%	*****	2,081	1400-1459	914 *****		2.99%
5.95%	*****	1,831	1500-1559	2,649 *****		8.67%
10.14%	*****	3,119	1600-1659	1,320 *****		4.32%
2.02%	***	620	1700-1759	3,171 *****		10.38%
3.20%	*****	986	1800-1859	561 ***		1.84%
14.09%	*****	4,334	1900-1959	800 *****		2.62%
2.73%	*****	841	2000-2059	3,651 *****		11.96%
3.65%	*****	1,124	2100-2159	274 *		0.90%
3.73%	*****	1,147	2200-2259	0		0.00%
2.49%	*****	767	2300-2359	310 **		1.02%



Daily Seats by Hour at SLC  
November 2011

Table 5A  
Page 2

**Domestic Flights**

<u>TOTAL SEATS</u>	<u>HOUR</u>	<u>% TOTAL SEATS</u>
571	0000-0059	0.93%
0	0100-0159	0.00%
0	0200-0259	0.00%
0	0300-0359	0.00%
0	0400-0459	0.00%
100	0500-0559	0.16%
854	0600-0659	1.39%
3042	0700-0759	4.96%
4610	0800-0859	7.52%
4687	0900-0959	7.65%
5305	1000-1059	8.65%
5074	1100-1159	8.28%
2442	1200-1259	3.98%
4120	1300-1359	6.72%
2995	1400-1459	4.89%
4480	1500-1559	7.31%
4439	1600-1659	7.24%
3791	1700-1759	6.18%
1547	1800-1859	2.52%
5134	1900-1959	8.37%
4492	2000-2059	7.33%
1398	2100-2159	2.28%
1147	2200-2259	1.87%
1077	2300-2359	1.76%



# Change in Daily Domestic Departures Seats From SLC

Table 6  
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Current Month vs. Prior Month By Carrier and Market  
November 2011

Domestic Flights									
Carriers & Destination	Code	Daily Departures				Daily Seats			
		Current Month	Prior Month	Change	Percent Change	Current Month	Prior Month	Change	Percent Change
<b>American Airlines</b>									
Dallas/Ft. Worth TX	DFW	5	5	0	0.0%	700	700	0	0.0%
<b>Total AA</b>		<b>5</b>	<b>5</b>	<b>0</b>	<b>0.0%</b>	<b>700</b>	<b>700</b>	<b>0</b>	<b>0.0%</b>
<b>American Eagle</b>									
Chicago O'Hare IL	ORD	3	3	0	0.0%	216	216	0	0.0%
Los Angeles CA	LAX	3	3	0	0.0%	132	132	0	0.0%
<b>Total MQ</b>		<b>6</b>	<b>6</b>	<b>0</b>	<b>0.0%</b>	<b>348</b>	<b>348</b>	<b>0</b>	<b>0.0%</b>
<b>Continental Airlines</b>									
Houston(G.Bush Intl) TX	IAH	2	2	0	0.0%	228	281	-53	-18.9%
<b>Total CO</b>		<b>2</b>	<b>2</b>	<b>0</b>	<b>0.0%</b>	<b>228</b>	<b>281</b>	<b>-53</b>	<b>-18.9%</b>
<b>Delta Air Lines</b>									
Anchorage AK	ANC	1	1	0	0.0%	183	183	0	0.0%
Atlanta GA	ATL	7	8	-1	-12.5%	1,332	1,492	-160	-10.7%
Baltimore MD	BWI	2	2	0	0.0%	320	331	-11	-3.3%
Boise ID	BOI	2	3	-1	-33.3%	252	378	-126	-33.3%
Boston MA	BOS	1	1	0	0.0%	183	183	0	0.0%
Cincinnati OH	CVG	2	2	0	0.0%	296	296	0	0.0%
Detroit MI	DTW	4	4	0	0.0%	651	686	-35	-5.1%
Honolulu Oahu HI	HNL	1	1	0	0.0%	216	216	0	0.0%
Indianapolis IN	IND	1	1	0	0.0%	148	148	0	0.0%
Jackson WY	JAC	1	0	1	100.0%	126	0	126	100.0%
Kansas City MO	MCI	0	0	0	0.0%	0	0	0	0.0%
Las Vegas NV	LAS	5	5	0	0.0%	834	811	23	2.8%
Long Beach CA	LGB	1	0	1	100.0%	126	0	126	100.0%
Los Angeles CA	LAX	4	4	0	0.0%	651	674	-23	-3.4%
Memphis TN	MEM	1	1	0	0.0%	148	148	0	0.0%
Minneapolis/St. Paul MN	MSP	5	5	0	0.0%	775	811	-36	-4.4%
New York (Kennedy) NY	JFK	4	4	0	0.0%	640	663	-23	-3.5%
Newark/New York NJ	EWR	1	1	0	0.0%	148	148	0	0.0%
Oakland CA	OAK	2	2	0	0.0%	274	252	22	8.7%
Ontario CA	ONT	0	1	-1	-100.0%	0	126	-126	-100.0%
Orlando FL	MCO	2	2	0	0.0%	366	343	23	6.7%
Philadelphia PA	PHL	1	1	0	0.0%	160	160	0	0.0%
Phoenix AZ	PHX	3	3	0	0.0%	456	468	-12	-2.6%
Portland OR	PDX	4	4	0	0.0%	605	583	22	3.8%
Reno NV	RNO	2	2	0	0.0%	296	286	10	3.5%
Sacramento CA	SMF	1	2	-1	-50.0%	160	296	-136	-45.9%
San Diego CA	SAN	4	4	0	0.0%	594	606	-12	-2.0%
San Francisco CA	SFO	2	1	1	100.0%	308	160	148	92.5%
San Jose CA	SJC	1	1	0	0.0%	126	148	-22	-14.9%
Santa Ana CA	SNA	4	4	0	0.0%	504	504	0	0.0%
Seattle/Tacoma WA	SEA	5	5	0	0.0%	800	823	-23	-2.8%
Spokane WA	GEG	2	2	0	0.0%	296	296	0	0.0%
St. Louis(Intl) MO	STL	1	0	1	100.0%	126	0	126	100.0%
Washington (Dulles) DC	IAD	1	1	0	0.0%	148	160	-12	-7.5%
Washington (Reagan) DC	DCA	1	1	0	0.0%	183	183	0	0.0%
<b>Total DL</b>		<b>79</b>	<b>79</b>	<b>0</b>	<b>0.0%</b>	<b>12,431</b>	<b>12,562</b>	<b>-131</b>	<b>-1.0%</b>

# Change in Daily Domestic Departures Seats From SLC

Table 6  
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Current Month vs. Prior Month By Carrier and Market  
November 2011

## Domestic Flights

Carriers & Destination	Code	Daily Departures				Daily Seats			
		Current Month	Prior Month	Change	Percent Change	Current Month	Prior Month	Change	Percent Change
<b>SkyWest Airlines</b>									
Albuquerque NM	ABQ	4	4	0	0.0%	274	274	0	0.0%
Austin TX	AUS	1	1	0	0.0%	66	66	0	0.0%
Billings MT	BIL	4	4	0	0.0%	200	200	0	0.0%
Boise ID	BOI	2	2	0	0.0%	142	142	0	0.0%
Bozeman MT	BZN	3	3	0	0.0%	150	150	0	0.0%
Burbank CA	BUR	3	3	0	0.0%	166	166	0	0.0%
Butte MT	BTM	2	2	0	0.0%	100	100	0	0.0%
Casper WY	CPR	2	2	0	0.0%	60	60	0	0.0%
Cedar City UT	CDC	2	2	0	0.0%	60	60	0	0.0%
Chicago O'Hare IL	ORD	2	3	-1	-33.3%	152	228	-76	-33.3%
Cody WY	COD	1	1	0	0.0%	30	30	0	0.0%
Colorado Springs CO	COS	2	2	0	0.0%	100	100	0	0.0%
Dallas/Ft. Worth TX	DFW	4	3	1	33.3%	304	228	76	33.3%
Denver CO	DEN	7	8	-1	-12.5%	532	558	-26	-4.7%
Elko NV	EKO	3	4	-1	-25.0%	90	120	-30	-25.0%
Eugene OR	EUG	2	2	0	0.0%	142	100	42	42.0%
Fargo ND	FAR	1	0	1	100.0%	66	0	66	100.0%
Fresno (Yosemite) CA	FAT	3	3	0	0.0%	150	150	0	0.0%
Gillette WY	GCC	1	1	0	0.0%	30	30	0	0.0%
Grand Junction CO	GJT	2	2	0	0.0%	100	100	0	0.0%
Great Falls MT	GTF	3	3	0	0.0%	150	150	0	0.0%
Helena MT	HLN	2	2	0	0.0%	100	100	0	0.0%
Houston (G.Bush) TX	IAH	2	2	0	0.0%	152	152	0	0.0%
Idaho Falls ID	IDA	5	5	0	0.0%	266	250	16	6.4%
Jackson, WY	JAC	2	3	-1	-33.3%	132	198	-66	-33.3%
Kalispell MT	FCA	2	2	0	0.0%	100	100	0	0.0%
Kansas City MO	MCI	3	3	0	0.0%	208	208	0	0.0%
Las Vegas NV	LAS	1	1	0	0.0%	76	76	0	0.0%
Lewiston ID	LWS	2	2	0	0.0%	100	100	0	0.0%
Long Beach CA	LGB	3	4	-1	-25.0%	182	253	-76	-29.5%
Los Angeles CA	LAX	2	2	0	0.0%	152	142	10	7.0%
Medford OR	MFR	2	2	0	0.0%	100	100	0	0.0%
Memphis TN	MEM	2	0	2	0.0%	142	0	142	0.0%
Missoula MT	MSO	4	4	0	0.0%	200	200	0	0.0%
Nashville TN	BNA	1	1	0	0.0%	76	76	0	0.0%
New Orleans LA	MSY	1	1	0	0.0%	76	76	0	0.0%
Oakland CA	OAK	2	2	0	0.0%	142	116	26	22.4%
Oklahoma City OK	OKC	3	3	0	0.0%	208	208	0	0.0%
Omaha NE	OMA	3	2	1	0.0%	208	132	76	0.0%
Ontario CA	ONT	3	3	0	0.0%	182	176	6	3.4%
Palm Springs CA	PSP	2	2	0	0.0%	100	100	0	0.0%
Pasco WA	PSC	4	4	0	0.0%	268	242	26	10.7%
Phoenix AZ	PHX	2	3	-1	-33.3%	132	192	-60	-31.3%
Pocatello ID	PIH	3	3	0	0.0%	90	90	0	0.0%
Rapid City SD	RAP	1	2	-1	-50.0%	50	100	-50	-50.0%
Redmond OR	RDM	2	2	0	0.0%	100	100	0	0.0%
Reno NV	RNO	2	2	0	0.0%	142	142	0	0.0%
Rock Springs WY	RKS	2	2	0	0.0%	60	60	0	0.0%
Sacramento CA	SMF	3	2	1	50.0%	166	116	50	43.1%
San Antonio TX	SAT	1	2	-1	-50.0%	76	132	-56	-42.4%
San Francisco CA	SFO	2	3	-1	-33.3%	142	198	-56	-28.3%
San Jose CA	SJC	3	3	0	0.0%	166	166	0	0.0%



# Change in Daily Domestic Departures Seats From SLC

Table 6  
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Current Month vs. Prior Month By Carrier and Market  
November 2011

## Domestic Flights

Carriers & Destination	Code	Daily Departures				Daily Seats			
		Current Month	Prior Month	Change	Percent Change	Current Month	Prior Month	Change	Percent Change
Seattle/Tacoma WA	SEA	0	0	0	0.0%	0	0	0	100.0%
Spokane WA	GEG	2	2	0	0.0%	142	142	0	0.0%
St. George UT	SGU	5	5	0	0.0%	230	230	0	0.0%
St. Louis MO	STL	1	1	0	0.0%	66	76	-10	-13.2%
Sun Valley ID	SUN	3	5	-2	-40.0%	90	150	-60	-40.0%
Tucson AZ	TUS	3	3	0	0.0%	150	150	0	0.0%
Tulsa OK	TUL	1	1	0	0.0%	66	66	0	0.0%
Twin Falls ID	TWF	3	3	0	0.0%	90	90	0	0.0%
<b>Total OO</b>		<b>144</b>	<b>149</b>	<b>-5</b>	<b>-3.4%</b>	<b>8,192</b>	<b>8,222</b>	<b>-30</b>	<b>-0.4%</b>
<b>Mesaba Aviation</b>									
Austin (Bergstrom) TX	AUS	1	1	0	0.0%	76	76	0	0.0%
Boise ID	BOI	1	1	0	100.0%	76	76	0	100.0%
Chicago O'Hare IL	ORD	1	0	1	100.0%	76	0	76	100.0%
Dallas/FT Worth TX	DFW	1	1	0	0.0%	76	76	0	0.0%
Denver CO	DEN	1		1	100.0%	76		76	100.0%
Fargo ND	FAR	0	1	-1	0.0%	0	76	-76	0.0%
Memphis	MEM	0	2	-2	-100.0%	0	152	-152	-100.0%
Omaha NE	OMA	0	1	-1	-100.0%	0	76	-76	-100.0%
Pasco WA	PSC	0	0	0	0.0%	0	0	0	0.0%
San Antonio TX	SAT	1	0	1	100.0%	76	0	76	100.0%
St. Louis MO	STL	0	1	-1	-100.0%	0	76	-76	-100.0%
<b>Total XJ</b>		<b>6</b>	<b>8</b>	<b>-2</b>	<b>-25.0%</b>	<b>456</b>	<b>608</b>	<b>-152</b>	<b>-25.0%</b>
<b>Frontier Airlines</b>									
Denver CO	DEN	5	5	0	0.0%	714	714	0	0.0%
<b>Total F9</b>		<b>5</b>	<b>5</b>	<b>0</b>	<b>0.0%</b>	<b>714</b>	<b>714</b>	<b>0</b>	<b>0.0%</b>
<b>JetBlue Airways</b>									
Long Beach CA	LGB	3	3	0	0.0%	450	450	0	0.0%
New York (Kennedy) NY	JFK	1	1	0	0.0%	150	150	0	0.0%
<b>Total B6</b>		<b>4</b>	<b>4</b>	<b>0</b>	<b>0.0%</b>	<b>600</b>	<b>600</b>	<b>0</b>	<b>0.0%</b>
<b>Southwest Airlines</b>									
Albuquerque NM	ABQ	1	1	0	0.0%	137	137	0	0.0%
Baltimore MD	BWI	1	1	0	0.0%	137	137	0	0.0%
Boise ID	BOI	2	2	0	0.0%	274	274	0	0.0%
Chicago Midway IL	MDW	2	2	0	0.0%	274	274	0	0.0%
Denver CO	DEN	6	6	0	0.0%	822	822	0	0.0%
Las Vegas NV	LAS	5	7	-2	-28.6%	685	959	-274	-28.6%
Los Angeles CA	LAX	3	3	0	0.0%	411	411	0	0.0%
Oakland CA	OAK	3	4	-1	-25.0%	411	548	-137	-25.0%
Phoenix AZ	PHX	6	7	-1	-14.3%	822	959	-137	-14.3%
Portland OR	PDX	2	2	0	0.0%	274	274	0	0.0%
Reno NV	RNO	1	1	0	0.0%	137	137	0	0.0%
Seattle/Tacoma WA	SEA	3	3	0	0.0%	411	411	0	0.0%
<b>Total WN</b>		<b>35</b>	<b>39</b>	<b>-4</b>	<b>-10.3%</b>	<b>4,795</b>	<b>5,343</b>	<b>-548</b>	<b>-10.3%</b>
<b>United Airlines</b>									
Washington (Dulles) DC	IAD	1	1	0	0.0%	120	120	0	0.0%
<b>Total UA</b>		<b>1</b>	<b>1</b>	<b>0</b>	<b>0.0%</b>	<b>120</b>	<b>120</b>	<b>0</b>	<b>0.0%</b>

# Change in Daily Domestic Departures Seats From SLC

Table 6  
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Current Month vs. Prior Month By Carrier and Market  
November 2011

## Domestic Flights

Carriers & Destination	Code	Daily Departures				Daily Seats			
		Current Month	Prior Month	Change	Percent Change	Current Month	Prior Month	Change	Percent Change
<b>United Express / SkyWest</b>									
Chicago O'Hare IL	ORD	2	2	0	0.0%	132	132	0	0.0%
Denver CO	DEN	5	5	0	0.0%	266	266	0	0.0%
Los Angeles CA	LAX	1	1	0	0.0%	50	66	-16	-24.2%
San Francisco CA	SFO	3	3	0	0.0%	166	166	0	0.0%
<b>Total A296</b>		<b>11</b>	<b>11</b>	<b>0</b>	<b>0.0%</b>	<b>614</b>	<b>630</b>	<b>-16</b>	<b>-2.5%</b>
<b>United Express / Shuttle</b>									
Chicago O'Hare IL	ORD	2	2	0	0.0%	146	146	0	0.0%
Denver CO	DEN	1	1	0	100.0%	73	73	0	100.0%
<b>Total A499</b>		<b>3</b>	<b>3</b>	<b>0</b>	<b>0.0%</b>	<b>219</b>	<b>219</b>	<b>0</b>	<b>0.0%</b>
<b>US Airways</b>									
Phoenix AZ	PHX	5	5	0	0.0%	646	672	-26	-3.9%
<b>Total US</b>		<b>5</b>	<b>5</b>	<b>0</b>	<b>0.0%</b>	<b>646</b>	<b>672</b>	<b>-26</b>	<b>-3.9%</b>

**Change in Daily Domestic Departures Seats From SLC**  
 Current Year vs. Prior Year By Carrier and Market  
 November 2011

Table 6A  
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<b>Domestic Flights</b>									
		<b>Daily Departures</b>				<b>Daily Seats</b>			
<b>Carriers &amp; Destination</b>	<b>Code</b>	<b>Current Year</b>	<b>Prior Year</b>	<b>Change</b>	<b>Percent Change</b>	<b>Current Year</b>	<b>Prior Year</b>	<b>Change</b>	<b>Percent Change</b>
<b>American Airlines</b>									
Dallas/Ft. Worth TX	DFW	5	5	0	0.0%	700	700	0	0.0%
<b>Total AA</b>		<b>5</b>	<b>5</b>	<b>0</b>	<b>0.0%</b>	<b>700</b>	<b>700</b>	<b>0</b>	<b>0.0%</b>
<b>American Eagle</b>									
Chicago O'Hare IL	ORD	3	3	0	0.0%	216	210	6	2.9%
Los Angeles CA	LAX	3	0	3	100.0%	132	0	132	100.0%
<b>Total MQ</b>		<b>6</b>	<b>3</b>	<b>3</b>	<b>100.0%</b>	<b>348</b>	<b>210</b>	<b>138</b>	<b>65.7%</b>
<b>Continental Airlines</b>									
Houston(G.Bush Intl) TX	IAH	2	2	0	0.0%	228	238	-10	-4.2%
<b>Total CO</b>		<b>2</b>	<b>2</b>	<b>0</b>	<b>0.0%</b>	<b>228</b>	<b>238</b>	<b>-10</b>	<b>-4.2%</b>
<b>Delta Air Lines</b>									
Anchorage AK	ANC	1	1	0	0.0%	183	150	33	22.0%
Atlanta GA	ATL	7	8	-1	-12.5%	1,332	1,470	-138	-9.4%
Baltimore MD	BWI	2	2	0	0.0%	320	366	-46	-12.6%
Boise ID	BOI	2	3	-1	-33.3%	252	476	-224	-47.1%
Boston MA	BOS	1	2	-1	-50.0%	183	333	-150	-45.0%
Cincinnati OH	CVG	2	2	0	0.0%	296	316	-20	-6.3%
Detroit MI	DTW	4	4	0	0.0%	651	684	-33	-4.8%
Honolulu Oahu HI	HNL	1	1	0	0.0%	216	214	2	0.9%
Indianapolis IN	IND	1	1	0	0.0%	148	158	-10	-6.3%
Jackson WY	JAC	1	2	-1	100.0%	126	262	-136	-51.9%
Las Vegas NV	LAS	5	6	-1	-16.7%	834	998	-164	-16.4%
Long Beach CA	LGB	1	0	1	100.0%	126	0	126	100.0%
Los Angeles CA	LAX	4	5	-1	-20.0%	651	859	-208	-24.2%
Memphis TN	MEM	1	1	0	0.0%	148	131	17	13.0%
Minneapolis/St. Paul MN	MSP	5	5	0	0.0%	775	774	1	0.1%
Nashville TN	BNA	0	1	-1	-100.0%	0	158	-158	-100.0%
New Orleans, LA	MSY	0	1	-1	-100.0%	0	158	-158	-100.0%
New York (Kennedy) NY	JFK	4	4	0	0.0%	640	673	-33	-4.9%
Newark/New York NJ	EWR	1	2	-1	-50.0%	148	320	-172	-53.8%
Oakland CA	OAK	2	2	0	0.0%	274	316	-42	-13.3%
Orlando FL	MCO	2	1	1	100.0%	366	183	183	100.0%
Philadelphia PA	PHL	1	2	-1	-50.0%	160	316	-156	-49.4%
Phoenix AZ	PHX	3	4	-1	-25.0%	456	616	-160	-26.0%
Portland OR	PDX	4	5	-1	-20.0%	605	727	-122	-16.8%
Reno NV	RNO	2	2	0	0.0%	296	316	-20	-6.3%
Sacramento CA	SMF	1	2	-1	-50.0%	160	341	-181	-53.1%
San Diego CA	SAN	4	5	-1	-20.0%	594	755	-161	-21.3%
San Francisco CA	SFO	2	2	0	0.0%	308	281	27	9.6%
San Jose CA	SJC	1	0	1	100.0%	126	0	126	100.0%
Santa Ana CA	SNA	4	5	-1	-20.0%	504	655	-151	-23.1%
Seattle/Tacoma WA	SEA	5	6	-1	-16.7%	800	1,000	-200	-20.0%
Spokane WA	GEG	2	2	0	0.0%	296	318	-22	-6.9%
St. Louis(Intl) MO	STL	1	1	0	0.0%	126	158	-32	-20.3%
Washington (Dulles) DC	IAD	1	1	0	0.0%	148	158	-10	-6.3%
Washington (Reagan) DC	DCA	1	1	0	0.0%	183	183	0	0.0%
<b>Total DL</b>		<b>79</b>	<b>92</b>	<b>-13</b>	<b>-14.1%</b>	<b>12,431</b>	<b>14,823</b>	<b>-2,392</b>	<b>-16.1%</b>

# Change in Daily Domestic Departures Seats From SLC

Table 6A

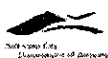
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Current Year vs. Prior Year By Carrier and Market

November 2011

## Domestic Flights

Carriers & Destination	Code	Daily Departures				Daily Seats			
		Current Year	Prior Year	Change	Percent Change	Current Year	Prior Year	Change	Percent Change
<b>SkyWest Airlines</b>									
Albuquerque NM	ABQ	4	6	-2	-33.3%	274	340	-66	-19.4%
Austin TX	AUS	1	2	-1	-50.0%	66	136	-70	-51.5%
Billings MT	BIL	4	5	-1	-20.0%	200	266	-66	-24.8%
Bismarck, ND	BIS	0	1	-1	-100.0%	0	50	-50	-100.0%
Boise ID	BOI	2	4	-2	-50.0%	142	248	-106	-42.7%
Bozeman MT	BZN	3	5	-2	-40.0%	150	250	-100	-40.0%
Burbank CA	BUR	3	3	0	0.0%	166	150	16	10.7%
Butte MT	BTM	2	2	0	0.0%	100	100	0	0.0%
Casper WY	CPR	2	2	0	0.0%	60	100	-40	-40.0%
Cedar City UT	CDC	2	2	0	0.0%	60	60	0	0.0%
Chicago O'Hare IL	ORD	2	4	-2	-50.0%	152	280	-128	-45.7%
Cody WY	COD	1	2	-1	-50.0%	30	60	-30	-50.0%
Colorado Springs CO	COS	2	3	-1	-33.3%	100	150	-50	-33.3%
Dallas/Ft. Worth TX	DFW	4	2	2	100.0%	304	140	164	117.1%
Denver CO	DEN	7	9	-2	-22.2%	532	602	-70	-11.6%
Elko NV	EKO	3	4	-1	-25.0%	90	120	-30	-25.0%
Eugene OR	EUG	2	2	0	0.0%	142	100	42	42.0%
Fargo ND	FAR	1	2	-1	-50.0%	66	132	-66	-50.0%
Fresno (Yosemite) CA	FAT	3	3	0	0.0%	150	150	0	0.0%
Gillette WY	GCC	1	1	0	0.0%	30	30	0	0.0%
Grand Junction CO	GJT	2	4	-2	-50.0%	100	200	-100	-50.0%
Great Falls MT	GTF	3	3	0	0.0%	150	150	0	0.0%
Helena MT	HLN	2	3	-1	-33.3%	100	150	-50	-33.3%
Houston (G.Bush) TX	IAH	2	3	-1	-33.3%	152	210	-58	100.0%
Idaho Falls ID	IDA	5	6	-1	-16.7%	266	300	-34	-11.3%
Jackson, WY	JAC	2	0	2	100.0%	132	0	132	100.0%
Kalispell MT	FCA	2	4	-2	-50.0%	100	216	-116	-53.7%
Kansas City MO	MCI	3	2	1	50.0%	208	140	68	48.6%
Las Vegas NV	LAS	1	2	-1	-50.0%	76	140	-64	-45.7%
Lewiston ID	LWS	2	2	0	0.0%	100	100	0	0.0%
Long Beach CA	LGB	3	5	-2	-40.0%	182	286	-104	-36.4%
Los Angeles CA	LAX	2	3	-1	-33.3%	152	190	-38	-20.0%
Medford OR	MFR	2	2	0	0.0%	100	100	0	0.0%
Memphis TN	MEM	2	1	1	100.0%	142	70	72	100.0%
Minneapolis/Saint Paul	MSP	0	1	-1	-100.0%	0	70	-70	-100.0%
Missoula MT	MSO	4	5	-1	-20.0%	200	250	-50	-20.0%
Nashville TN	BNA	1	0	1	100.0%	76	0	76	100.0%
New Orleans LA	MSY	1	0	1	100.0%	76	0	76	100.0%
Oakland CA	OAK	2	3	-1	-33.3%	142	170	-28	-16.5%
Oklahoma City OK	OKC	3	3	0	0.0%	208	198	10	5.1%
Omaha NE	OMA	3	3	0	0.0%	208	202	6	3.0%
Ontario CA	ONT	3	4	-1	-25.0%	182	216	-34	-15.7%
Palm Springs CA	PSP	2	2	0	0.0%	100	100	0	0.0%
Pasco WA	PSC	4	5	-1	-20.0%	268	270	-2	-0.7%
Phoenix AZ	PHX	2	1	1	100.0%	132	66	66	100.0%
Pocatello ID	PIH	3	4	-1	-25.0%	90	120	-30	-25.0%
Portland OR	PDX	0	1	-1	-100.0%	0	70	-70	-100.0%
Rapid City SD	RAP	1	2	-1	-50.0%	50	100	-50	-50.0%
Redmond OR	RDM	2	2	0	0.0%	100	100	0	0.0%
Reno NV	RNO	2	3	-1	-33.3%	142	210	-68	-32.4%
Rock Springs WY	RKS	2	2	0	0.0%	60	60	0	0.0%
Sacramento CA	SMF	3	3	0	0.0%	166	166	0	0.0%
San Antonio TX	SAT	1	3	-2	-66.7%	76	210	-134	100.0%
San Francisco CA	SFO	2	4	-2	-50.0%	142	240	-98	-40.8%



# Change in Daily Domestic Departures Seats From SLC

Table 6A  
Page 3

Current Year vs. Prior Year By Carrier and Market  
November 2011

Domestic Flights									
		Daily Departures				Daily Seats			
Carriers & Destination	Code	Current Year	Prior Year	Change	Percent Change	Current Year	Prior Year	Change	Percent Change
San Jose CA	SJC	3	3	0	0.0%	166	166	0	0.0%
Santa Ana CA	SNA	0	1	-1	-100.0%	0	50	-50	-100.0%
Seattle/Tacoma WA	SEA	0	2	-2	-100.0%	0	140	-140	-100.0%
Spokane WA	GEG	2	2	0	0.0%	142	116	26	22.4%
St. George UT	SGU	5	7	-2	-28.6%	230	210	20	9.5%
St. Louis(Intl) MO	STL	1	1	0	0.0%	66	70	-4	100.0%
Sun Valley ID	SUN	3	5	-2	-40.0%	90	150	-60	-40.0%
Tucson AZ	TUS	3	3	0	0.0%	150	150	0	0.0%
Tulsa OK	TUL	1	2	-1	-50.0%	66	132	-66	-50.0%
Twin Falls ID	TWF	3	4	-1	-25.0%	90	120	-30	-25.0%
<b>Total OO</b>		<b>144</b>	<b>185</b>	<b>-41</b>	<b>-22.2%</b>	<b>8,192</b>	<b>9,838</b>	<b>-1,646</b>	<b>-16.7%</b>
<b>Mesaba Aviation</b>									
Austin (Bergstrom) TX	AUS	1	1	0	0.0%	76	76	0	0.0%
Boise ID	BOI	1	1	0	0.0%	76	76	0	0.0%
Chicago O'Hare IL	ORD	1	0	1	100.0%	76	0	76	100.0%
Dallas/Ft. Worth TX	DFW	1	2	-1	-50.0%	76	152	-76	-50.0%
Denver CO	DEN	1	0	1	100.0%	76	0	76	100.0%
Fargo ND	FAR	0	0	0	0.0%	0	0	0	0.0%
Houston (G.Bush) TX	IAH	0	1	-1	-100.0%	0	76	-76	-100.0%
Kansas City MO	MCI	0	1	-1	-100.0%	0	76	-76	-100.0%
Memphis	MEM	0	1	-1	-100.0%	0	76	-76	-100.0%
Phoenix, AZ	PHX	0	2	-2	-100.0%	0	152	-152	-100.0%
San Antonio TX	SAT	1	0	1	100.0%	76	0	76	100.0%
San Jose CA	SJC	0	1	-1	-100.0%	0	76	-76	-100.0%
Spokane WA	GEG	0	2	-2	-100.0%	0	152	-152	-100.0%
St. Louis MO	STL	0	1	-1	-100.0%	0	76	-76	-100.0%
<b>Total XJ</b>		<b>6</b>	<b>13</b>	<b>-7</b>	<b>-53.8%</b>	<b>456</b>	<b>988</b>	<b>-532</b>	<b>-53.8%</b>
<b>Frontier Airlines</b>									
Denver CO	DEN	5	2	3	150.0%	714	272	442	162.5%
<b>Total F9</b>		<b>5</b>	<b>2</b>	<b>3</b>	<b>150.0%</b>	<b>714</b>	<b>272</b>	<b>442</b>	<b>162.5%</b>
<b>Republic Airline</b>									
Denver CO	DEN	0	3	-3	-100.0%	0	272	-272	-100.0%
<b>Total RW</b>		<b>0</b>	<b>3</b>	<b>-3</b>	<b>-100.0%</b>	<b>0</b>	<b>272</b>	<b>-272</b>	<b>-100.0%</b>
<b>JetBlue Airways</b>									
Long Beach CA	LGB	3	3	0	0.0%	450	450	0	0.0%
New York (Kennedy) NY	JFK	1	1	0	0.0%	150	150	0	0.0%
<b>Total B6</b>		<b>4</b>	<b>4</b>	<b>0</b>	<b>0.0%</b>	<b>600</b>	<b>600</b>	<b>0</b>	<b>0.0%</b>
<b>Southwest Airlines</b>									
Albuquerque NM	ABQ	1	1	0	0.0%	137	137	0	0.0%
Baltimore MD	BWI	1	1	0	0.0%	137	137	0	0.0%
Boise ID	BOI	2	2	0	0.0%	274	274	0	0.0%
Chicago Midway IL	MDW	2	2	0	0.0%	274	274	0	0.0%
Denver CO	DEN	6	6	0	0.0%	822	822	0	0.0%
Las Vegas NV	LAS	5	5	0	0.0%	685	670	15	2.2%
Los Angeles CA	LAX	3	3	0	0.0%	411	411	0	0.0%
Oakland CA	OAK	3	3	0	0.0%	411	396	15	3.8%
Phoenix AZ	PHX	6	6	0	0.0%	822	807	15	1.9%
Portland OR	PDX	2	2	0	0.0%	274	274	0	0.0%
Reno NV	RNO	1	1	0	0.0%	137	137	0	0.0%
Seattle/Tacoma WA	SEA	3	3	0	0.0%	411	411	0	0.0%
Spokane WA	GEG	0	1	-1	-100.0%	0	137	-137	-100.0%
<b>Total WN</b>		<b>35</b>	<b>36</b>	<b>-1</b>	<b>-2.8%</b>	<b>4,795</b>	<b>4,887</b>	<b>-92</b>	<b>-1.9%</b>

**Change in Daily Domestic Departures Seats From SLC**  
 Current Year vs. Prior Year By Carrier and Market  
 November 2011

<b>Domestic Flights</b>									
Carriers & Destination	Code	<i>Daily Departures</i>				<i>Daily Seats</i>			
		Current Year	Prior Year	Change	Percent Change	Current Year	Prior Year	Change	Percent Change
<b>United Airlines</b>									
Denver CO	DEN	0	1	-1	-100.0%	0	138	-138	-100.0%
Washington (Dulles) DC	IAD	1	0	1	100.0%	120	0	120	100.0%
<b>Total UA</b>		<b>1</b>	<b>1</b>	<b>0</b>	<b>0.0%</b>	<b>120</b>	<b>138</b>	<b>-18</b>	<b>-13.0%</b>
<b>United Express / SkyWest</b>									
Chicago O'Hare IL	ORD	2	2	0	0.0%	132	132	0	0.0%
Denver CO	DEN	5	5	0	0.0%	266	266	0	0.0%
Los Angeles CA	LAX	1	1	0	0.0%	50	66	-16	-24.2%
San Francisco CA	SFO	3	3	0	0.0%	166	166	0	0.0%
<b>Total A296</b>		<b>11</b>	<b>11</b>	<b>0</b>	<b>0.0%</b>	<b>614</b>	<b>630</b>	<b>-16</b>	<b>-2.5%</b>
<b>United Express / Shuttle</b>									
Chicago O'Hare IL	ORD	2	2	0	0.0%	146	144	2	1.4%
Denver CO	DEN	1	1	0	100.0%	73	72	1	100.0%
<b>Total A499</b>		<b>3</b>	<b>3</b>	<b>0</b>	<b>0.0%</b>	<b>219</b>	<b>216</b>	<b>3</b>	<b>1.4%</b>
<b>US Airways</b>									
Phoenix AZ	PHX	5	4	1	25.0%	646	522	124	23.8%
<b>Total US</b>		<b>5</b>	<b>4</b>	<b>1</b>	<b>25.0%</b>	<b>646</b>	<b>522</b>	<b>124</b>	<b>23.8%</b>
<b>Mesa</b>									
Phoenix AZ	PHX	0	1	-1	-100.0%	0	86	-86	-100.0%
<b>Total YV</b>		<b>0</b>	<b>1</b>	<b>-1</b>	<b>-100.0%</b>	<b>0</b>	<b>86</b>	<b>-86</b>	<b>-100.0%</b>



# Change in Departures and Seats From SLC

Table 6B

Page 1

Current Year vs. Prior Year By Market

November 2011

## Domestic Flights

Destination	Code	Daily Departures				Daily Seats			
		Current Year	Prior Year	Change	Percent Change	Current Year	Prior Year	Change	Percent Change
Albuquerque	ABQ	5	7	-2	-28.6%	411	477	-66	-13.8%
Anchorage	ANC	1	1	0	0.0%	183	150	33	22.0%
Atlanta	ATL	7	8	-1	-12.5%	1332	1470	-138	-9.4%
Austin	AUS	2	3	-1	-33.3%	142	212	-70	-33.0%
Baltimore	BWI	3	3	0	0.0%	457	503	-46	-9.1%
Billings	BIL	4	5	-1	-20.0%	200	266	-66	-24.8%
Bismarck	BIS	0	1	-1	-100.0%	0	50	-50	-100.0%
Boise	BOI	7	10	-3	-30.0%	744	1074	-330	-30.7%
Boston	BOS	1	2	-1	-50.0%	183	333	-150	-45.0%
Bozeman	BZN	3	5	-2	-40.0%	150	250	-100	-40.0%
Burbank	BUR	3	3	0	0.0%	166	150	16	10.7%
Butte	BTM	2	2	0	0.0%	100	100	0	0.0%
Casper	CPR	2	2	0	0.0%	60	100	-40	-40.0%
Cedar City	CDC	2	2	0	0.0%	60	60	0	0.0%
Chicago Midway	MDW	2	2	0	0.0%	274	274	0	0.0%
Chicago O'Hare	ORD	10	11	-1	-9.1%	722	766	-44	-5.7%
Cincinnati	CVG	2	2	0	0.0%	296	316	-20	-6.3%
Cody	COD	1	2	-1	-50.0%	30	60	-30	-50.0%
Colorado Springs	COS	2	3	-1	-33.3%	100	150	-50	-33.3%
Dallas/Fort Worth	DFW	10	9	1	11.1%	1080	992	88	8.9%
Denver	DEN	25	27	-2	-7.4%	2483	2444	39	1.6%
Detroit	DTW	4	4	0	0.0%	651	684	-33	-4.8%
Elko	EKO	3	4	-1	-25.0%	90	120	-30	-25.0%
Eugene	EUG	2	2	0	0.0%	142	100	42	42.0%
Fargo	FAR	1	2	-1	-50.0%	66	132	-66	-50.0%
Fresno	FAT	3	3	0	0.0%	150	150	0	0.0%
Gillette	GCC	1	1	0	0.0%	30	30	0	0.0%
Grand Junction	GJT	2	4	-2	-50.0%	100	200	-100	-50.0%
Great Falls	GTF	3	3	0	0.0%	150	150	0	0.0%
Helena	HLN	2	3	-1	-33.3%	100	150	-50	-33.3%
Honolulu	HNL	1	1	0	0.0%	216	214	2	0.9%
Houston	IAH	4	6	-2	-33.3%	380	524	-144	-27.5%
Idaho Falls	IDA	5	6	-1	-16.7%	266	300	-34	-11.3%
Indianapolis	IND	1	1	0	0.0%	148	158	-10	-6.3%
Jackson	JAC	3	2	1	50.0%	258	262	-4	-1.5%
Kalispell	FCA	2	4	-2	-50.0%	100	216	-116	-53.7%
Kansas City	MCI	3	3	0	0.0%	208	216	-8	-3.7%
Las Vegas	LAS	11	13	-2	-15.4%	1595	1808	-213	-11.8%
Lewiston	LWS	2	2	0	0.0%	100	100	0	0.0%
Long Beach	LGB	7	8	-1	-12.5%	758	736	22	3.0%
Los Angeles	LAX	13	12	1	8.3%	1396	1526	-130	-8.5%
Medford	MFR	2	2	0	0.0%	100	100	0	0.0%
Memphis	MEM	3	3	0	0.0%	290	277	13	4.7%
Minneapolis	MSP	5	6	-1	-16.7%	775	844	-69	-8.2%
Missoula	MSO	4	5	-1	-20.0%	200	250	-50	-20.0%
Nashville	BNA	1	1	0	0.0%	76	158	-82	-51.9%
New Orleans	MSY	1	1	0	0.0%	76	158	-82	-51.9%
New York JFK	JFK	5	5	0	0.0%	790	823	-33	-4.0%

# Change in Departures and Seats From SLC

Table 6B  
Page 2

Current Year vs. Prior Year By Market  
November 2011

## Domestic Flights

Destination	Code	Daily Departures				Daily Seats			
		Current Year	Prior Year	Change	Percent Change	Current Year	Prior Year	Change	Percent Change
New York Newark	EWR	1	2	-1	-50.0%	148	320	-172	-53.8%
Oakland	OAK	7	8	-1	-12.5%	827	882	-55	-6.2%
Oklahoma City	OKC	3	3	0	0.0%	208	198	10	5.1%
Omaha	OMA	3	3	0	0.0%	208	202	6	3.0%
Ontario	ONT	3	4	-1	-25.0%	182	216	-34	-15.7%
Orange County	SNA	4	6	-2	-33.3%	504	705	-201	-28.5%
Orlando	MCO	2	1	1	100.0%	366	183	183	100.0%
Palm Springs	PSP	2	2	0	0.0%	100	100	0	0.0%
Pasco	PSC	4	5	-1	-20.0%	268	270	-2	-0.7%
Philadelphia	PHL	1	2	-1	-50.0%	160	316	-156	-49.4%
Phoenix	PHX	16	18	-2	-11.1%	2056	2249	-193	-8.6%
Pocatello	PIH	3	4	-1	-25.0%	90	120	-30	-25.0%
Portland	PDX	6	8	-2	-25.0%	879	1071	-192	-17.9%
Rapid City	RAP	1	2	-1	-50.0%	50	100	-50	-50.0%
Redmond	RDM	2	2	0	0.0%	100	100	0	0.0%
Reno	RNO	5	6	-1	-16.7%	575	663	-88	-13.3%
Rock Springs	RKS	2	2	0	0.0%	60	60	0	0.0%
Sacramento	SMF	4	5	-1	-20.0%	326	507	-181	-35.7%
San Antonio	SAT	2	3	-1	-33.3%	152	210	-58	-27.6%
San Diego	SAN	4	5	-1	-20.0%	594	755	-161	-21.3%
San Francisco	SFO	7	9	-2	-22.2%	616	687	-71	-10.3%
San Jose	SJC	4	4	0	0.0%	292	242	50	20.7%
Seattle/Tacoma	SEA	8	11	-3	-27.3%	1211	1551	-340	-21.9%
Spokane	GEG	4	7	-3	-42.9%	438	723	-285	-39.4%
St. George	SGU	5	7	-2	-28.6%	230	210	20	9.5%
St. Louis	STL	2	3	-1	-33.3%	192	304	-112	-36.8%
Sun Valley	SUN	3	5	-2	-40.0%	90	150	-60	-40.0%
Tucson	TUS	3	3	0	0.0%	150	150	0	0.0%
Tulsa	TUL	1	2	-1	-50.0%	66	132	-66	-50.0%
Twin Falls	TWF	3	4	-1	-25.0%	90	120	-30	-25.0%
Washington Dulles	DCA	1	1	0	0.0%	183	183	0	0.0%
Washington National	IAD	2	1	1	100.0%	268	158	110	69.6%
		<b>306</b>	<b>365</b>	<b>-59</b>	<b>-16.2%</b>	<b>30,063</b>	<b>34,420</b>	<b>-4,357</b>	<b>-12.7%</b>

Total Domestic Non-stop Markets: 79

# Change in Departures and Seats From SLC

Table 6B  
Page 3

Current Year vs. Prior Year By Market  
November 2011

## International Flights

Destination	Code	Weekly Departures				Weekly Seats			
		Current Year	Prior Year	Change	Percent Change	Current Year	Prior Year	Change	Percent Change
Calgary	YYC	13	13	0	0.0%	762	650	112	17.2%
Cancun	CUN	1	2	-1	0.0%	138	286	-148	0.0%
Guadalajara	GDL	0	1	-1	-100.0%	0	158	-158	-100.0%
Los Cabos	SJD	3	2	1	50.0%	312	220	92	41.8%
Mexico City	MEX	4	6	-2	-33.3%	504	786	-282	-35.9%
Paris	CDG	5	5	0	0.0%	1,080	1,070	10	0.9%
Puerto Vallarta	PVR	3	2	1	100.0%	384	228	156	100.0%
Vancouver	YVR	13	14	-1	-7.1%	938	924	14	1.5%
		<b>42</b>	<b>45</b>	<b>-3</b>	<b>-6.7%</b>	<b>4,118</b>	<b>4,322</b>	<b>-204</b>	<b>-4.7%</b>

Total International Non-stop Markets: 8



**Daily Domestic Departures From SLC**  
**By Market and Aircraft Type**  
**November 2011**

Table 7  
Page 1

**Domestic Flights**

Code	Flight #	Depart Time	Aircraft Type	Destination	Seats
<b>Jet Carriers</b>					
<u>American Airlines</u>					
AA	385	06:20	M80	DFW-ELP	140
AA	512	08:20	M83	DFW-PHL	140
AA	428	12:50	M80	DFW-RDU	140
AA	1576	14:30	M80	DFW-OKC	140
AA	1017	17:25	M80	DFW-SAT	140
<u>American / American Eagle</u>					
MQ	3825	07:15	CR7	ORD	72
MQ	3039	09:40	ERD	LAX	44
MQ	3761	11:20	CR7	ORD	72
MQ	3062	15:30	ERD	LAX	44
MQ	3767	16:20	CR7	ORD	72
MQ	3063	20:20	ERD	LAX	44
<u>Continental Airlines</u>					
CO	1621	07:45	735	IAH-ATL	114
CO	1421	12:40	735	IAH	114
<u>Delta Air Lines</u>					
DL	2324	00:55	753	ATL	224
DL	1440	06:00	320	MSP	148
DL	2218	07:05	757	ATL	183
DL	1422	07:30	73H	DTW	160
DL	1483	08:30	757	LAS	183
DL	1857	08:30	320	SEA	148
DL	1414	08:31	320	LAX	148
DL	1606	08:31	738	JFK	160
DL	2189	08:31	320	PDX	148
DL	965	08:35	320	MSP	148
DL	1524	08:35	763	ATL	216
DL	2295	08:35	319	SAN	126
DL	1509	08:36	319	LGB	126
DL	2348	08:45	757	DTW	183
DL	1205	08:46	319	SNA	126
DL	1158	09:40	757	MCO	183
DL	270	09:50	757	BOS	183
DL	1408	09:50	320	CVG	148
DL	1185	09:53	320	EWR	148
DL	996	09:55	320	MSP	148
DL	1831	10:00	757	DCA	183
DL	1189	10:01	73H	BWI	160
DL	80	10:05	757	ATL	183
DL	1683	11:00	738	LAS	160
DL	2157	11:05	73H	SEA	160



**Daily Domestic Departures From SLC**  
 By Market and Aircraft Type  
 November 2011

Table 7  
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**Domestic Flights**

	Code	Flight #	Depart Time	Aircraft Type	Destination	Seats
<u>Delta Air Lines</u>	DL	2375	11:10	320	SFO	148
	DL	1274	11:11	319	BOI	126
	DL	164	11:13	73H	JFK	160
	DL	932	11:15	319	SNA	126
	DL	954	11:15	320	DTW	148
	DL	1160	11:18	320	OAK	148
	DL	2071	11:19	73H	PHX	160
	DL	2284	11:20	73H	SMF	160
	DL	1543	11:21	320	RNO	148
	DL	1912	11:25	757	ATL	183
	DL	2111	11:25	319	SJC	126
	DL	2378	11:25	73H	SAN	160
	DL	1299	11:27	752	LAX-KOA	183
	DL	1037	11:45	320	GEG	148
	DL	1731	11:45	320	PDX	148
	DL	1105	12:05	763	HNL	216
	DL	147	13:50	757	ATL	183
	DL	1010	13:50	320	MEM	148
	DL	1783	13:55	738	LAS	160
	DL	1457	13:59	319	SEA	126
	DL	1434	14:04	320	PHX	148
	DL	1074	14:25	320	MSP	148
	DL	2241	15:00	738	LAX	160
	DL	922	15:03	319	SNA	126
	DL	1194	15:05	319	PDX	126
	DL	2078	15:05	320	SAN	148
	DL	1883	15:10	757	LAS	183
	DL	1882	15:15	738	DTW	160
	DL	890	16:55	320	CVG	148
	DL	1222	16:55	73H	ATL	160
	DL	1284	16:55	320	IAD	148
	DL	1228	17:00	320	IND	148
	DL	1430	17:00	319	JAC	126
	DL	1733	17:04	320	PHX	148
	DL	1830	17:07	73H	JFK	160
	DL	1770	17:10	757	MSP	183
	DL	2257	17:10	757	SEA	183
	DL	1180	17:14	757	MCO	183
	DL	988	17:15	73H	PHL	160
	DL	1114	17:18	73H	BWI	160
	DL	1957	19:55	757	SEA	183
	DL	1760	19:56	319	BOI	126
	DL	1304	20:00	320	GEG	148
	DL	1182	20:02	319	STL	126
	DL	1211	20:03	73H	LAX	160



# Daily Domestic Departures From SLC

## By Market and Aircraft Type

### November 2011

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## Domestic Flights

	Code	Flight #	Depart Time	Aircraft Type	Destination	Seats
<hr/>						
Delta Air Lines	DL	1443	20:04	320	RNO	148
	DL	1091	20:06	319	SNA	126
	DL	779	20:10	320	LAS	148
	DL	875	20:15	73H	SFO	160
	DL	1253	20:22	319	OAK	126
	DL	1582	20:24	757	PDX	183
	DL	1995	20:25	738	SAN	160
	DL	2312	20:30	757	ANC	183
	DL	1002	23:40	73H	JFK	160
<hr/>						
Delta / SkyWest Airlines	OO	4668	06:50	CR9	DEN	76
	OO	7770	07:52	CRJ	SGU	50
	OO	4533	08:20	CR7	PHX	66
	OO	4640	08:30	CR9	DFW	76
	OO	4671	08:30	CR9	DEN	76
	OO	4600	08:32	CR7	SFO	66
	OO	4737	08:39	CR7	OAK	66
	OO	4571	08:39	CRJ	BUR	50
	OO	4756	08:40	CR7	ONT	66
	OO	4451	08:42	CR7	ABQ	66
	OO	4586	08:42	CRJ	SJC	50
	OO	4558	08:44	CR7	SMF	66
	OO	4477	08:45	CR7	MEM	66
	OO	4489	08:45	CR9	GEG	76
	OO	4487	08:46	CR9	ORD	76
	OO	4781	08:50	CR7	RNO	66
	OO	4495	08:53	CR9	BOI	76
	OO	4497	09:45	CR9	IAH	76
	OO	4540	09:45	CRJ	MSO	50
	OO	4729	09:45	CRJ	RAP	50
	OO	4748	09:46	CR7	STL	66
	OO	4445	09:46	CRJ	BIL	50
	OO	4684	09:51	CR7	AUS	66
	OO	4522	09:52	CRJ	FCA	50
	OO	4482	09:55	CR7	PHX	66
	OO	4579	09:55	CRJ	IDA	50
	OO	4507	09:56	CRJ	BZN	50
	OO	4769	09:58	CRJ	TUS	50
	OO	4560	09:59	CR7	MCI	66
	OO	4757	10:04	CR9	OKC	76
	OO	4651	10:25	CR9	LAX	76
	OO	4797	10:40	CR9	OMA	76
	OO	4702	11:00	CR7	LGB	66
	OO	4647	11:01	CRJ	GTF	50
	OO	4479	11:02	CR9	DEN	76

# Daily Domestic Departures From SLC

By Market and Aircraft Type

November 2011

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## Domestic Flights

	Code	Flight #	Depart Time	Aircraft Type	Destination	Seats
<u>Delta / SkyWest Airlines</u>	OO	4460	11:04	CRJ	LWS	50
	OO	4632	11:05	CRJ	MSO	50
	OO	4473	11:08	CRJ	HLN	50
	OO	4777	11:10	CR9	PSC	76
	OO	4731	11:11	CRJ	MFR	50
	OO	4518	11:12	CR9	ABQ	76
	OO	4439	11:14	CR7	JAC	66
	OO	4658	11:17	CRJ	BTM	50
	OO	7771	11:20	CRJ	SGU	50
	OO	4768	11:24	CRJ	FAT	50
	OO	4683	11:25	CR9	EUG	76
	OO	4604	11:26	CRJ	GJT	50
	OO	4555	11:27	CRJ	RDM	50
	OO	4704	11:33	CRJ	PSP	50
	OO	4619	11:35	CRJ	IDA	50
	OO	4693	12:48	CR9	DEN	76
	OO	4812	13:32	CR9	DFW	76
	OO	4454	13:40	CR7	JAC	66
	OO	4617	13:42	CR7	MCI	66
	OO	4676	13:44	CR9	DEN	76
	OO	4662	13:45	CR7	TUL	66
	OO	4456	13:46	CRJ	IDA	50
	OO	4649	13:49	CRJ	BZN	50
	OO	4470	13:51	CR7	OMA	66
	OO	4565	13:52	CR7	OKC	66
	OO	4446	13:55	CRJ	COS	50
	OO	4775	13:57	CRJ	FCA	50
	OO	4722	15:01	CR7	LGB	66
	OO	4585	15:06	CRJ	TUS	50
	OO	4804	15:06	CRJ	SJC	50
	OO	4666	15:08	CRJ	FAT	50
	OO	4588	15:09	CR9	SFO	76
	OO	4744	15:10	CR9	OAK	76
	OO	4675	15:10	CRJ	BUR	50
	OO	4562	15:11	CRJ	SMF	50
	OO	4750	15:12	CRJ	ONT	50
	OO	4773	15:12	CRJ	PSC	50
	OO	4498	15:14	CRJ	BIL	50
	OO	4811	15:15	CR7	GEG	66
	OO	4785	15:15	CR9	RNO	76
	OO	4592	15:15	CRJ	GTF	50
	OO	4462	15:16	CR7	ABQ	66
	OO	4764	15:17	CRJ	MSO	50
	OO	4526	15:52	CR9	DEN	76
	OO	4788	15:54	CR7	BOI	66
	OO	7779	16:50	CRJ	SGU	50



Salt Lake City  
Department of Airports

**Daily Domestic Departures From SLC**  
**By Market and Aircraft Type**  
**November 2011**

**Domestic Flights**

	<u>Code</u>	<u>Flight #</u>	<u>Depart Time</u>	<u>Aircraft Type</u>	<u>Destination</u>	<u>Seats</u>
	OO	4717	16:51	CRJ	SMF	50
	OO	4542	16:54	CRJ	IDA	50
	OO	4524	16:55	CR9	DFW	76
<u>Delta / SkyWest Airlines</u>	OO	4703	16:55	CR9	LAX	76
	OO	4786	17:00	CR9	DEN	76
	OO	4792	17:00	CR9	LAS	76
	OO	4636	17:03	CRJ	GJT	50
	OO	4836	17:05	CR9	ORD	76
	OO	4630	17:06	CR7	FAR	66
	OO	4591	17:08	CR9	IAH	76
	OO	4516	17:08	CRJ	BIL	50
	OO	4628	17:10	CR7	PSC	66
	OO	4646	17:11	CR9	MEM	76
	OO	4452	17:23	CR9	BNA	76
	OO	4782	17:30	CRJ	BZN	50
	OO	4461	17:57	CR9	MSY	76
	OO	4778	19:55	CR9	PSC	76
	OO	4444	19:56	CR7	OKC	66
	OO	4765	19:59	CR9	DFW	76
	OO	4566	20:00	CRJ	RDM	50
	OO	7775	20:00	CRJ	SGU	50
	OO	4689	20:01	CRJ	COS	50
	OO	4721	20:01	CRJ	LGB	50
	OO	4726	20:03	CRJ	MFR	50
	OO	4822	20:04	CR7	IDA	66
	OO	4602	20:04	CRJ	MSO	50
	OO	4615	20:05	CR7	ABQ	66
	OO	4641	20:05	CRJ	FAT	50
	OO	4692	20:06	CR9	SAT	76
	OO	4821	20:06	CRJ	LWS	50
	OO	4508	20:07	CRJ	BIL	50
	OO	4763	20:07	CRJ	PSP	50
	OO	4772	20:08	CR7	OMA	66
	OO	4752	20:09	CR7	EUG	66
	OO	4606	20:10	CR9	MCI	76
	OO	4733	20:11	CR7	SJC	66
	OO	4475	20:11	CRJ	BTM	50
	OO	4493	20:11	CRJ	GTF	50
	OO	4673	20:12	CR7	BUR	66
	OO	4545	20:12	CRJ	TUS	50
	OO	4783	20:12	CRJ	HLN	50
	OO	4511	20:21	CR7	ONT	66



**Daily Domestic Departures From SLC**  
**By Market and Aircraft Type**  
**November 2011**

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**Domestic Flights**

	<u>Code</u>	<u>Flight #</u>	<u>Depart Time</u>	<u>Aircraft Type</u>	<u>Destination</u>	<u>Seats</u>
<u>Delta / Mesaba Airlines</u>						
	XJ	2505	09:46	CR9	DFW	76
	XJ	2455	10:00	CR9	SAT	76
	XJ	2522	11:18	CR9	ORD	76
	XJ	2413	17:15	CR9	BOI	76
	XJ	2481	19:57	CR9	AUS	76
	XJ	2500	20:04	CR9	DEN	76
<u>Frontier Airlines</u>						
	F9	572	07:30	319	DEN	138
	F9	570	10:28	319	DEN	138
	F9	584	14:35	319	DEN	138
	F9	629	17:10	320	DEN-DTW	162
	F9	578	20:15	319	DEN	138
<u>JetBlue Airways</u>						
	B6	233	06:30	320	LGB	150
	B6	231	11:45	320	LGB	150
	B6	235	18:00	320	LGB	150
	B6	92	23:20	320	JFK	150
<u>Southwest Airlines</u>						
	WN	729	06:30	73G	PHX-HOU	137
	WN	1341	06:30	73G	LAS-TUS	137
	WN	1650	07:00	733	SEA-SJC	137
	WN	1575	07:15	73G	DEN-SNA	137
	WN	555	07:20	73G	OAK-GEG	137
	WN	471	07:35	733	ABQ-HOU-TPA	137
	WN	340	08:00	733	LAX-DEN	137
	WN	1262	08:35	73G	PDX-SMF	137
	WN	101	09:35	733	BOI	137
	WN	976	09:40	73G	PHX-SAN	137
	WN	169	10:00	733	DEN-SAT-DAL	137
	WN	450	10:20	733	LAS-SMF	137
	WN	636	11:05	73G	MDW-MSY	137
	WN	112	11:20	73G	PHX-HOU	137
	WN	51	12:05	733	LAS-MAF-DAL	137
	WN	1199	12:05	733	SEA	137
	WN	142	12:30	73G	BWI	137
	WN	1213	13:20	733	DEN-STL-MCO	137
	WN	1106	13:30	733	LAX	137
	WN	1451	14:20	73G	OAK-LAX	137
	WN	893	14:25	73G	DEN-MCO	137
	WN	1381	15:25	733	PHX-SAN	137

**Daily Domestic Departures From SLC**  
 By Market and Aircraft Type  
 November 2011

Table 7  
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**Domestic Flights**

	Code	Flight #	Depart Time	Aircraft Type	Destination	Seats
<u>Southwest Airlines</u>	WN	2003	15:45	73G	RNO-SJC	137
	WN	1397	15:55	73G	MDW-BHM	137
	WN	453	16:30	73G	DEN-PHL	137
	WN	863	16:50	733	LAS-SJC	137
	WN	283	17:00	733	PHX-MCI	137
	WN	1147	17:45	733	SEA	137
	WN	1438	18:10	733	BOI-GEG	137
	WN	1020	18:50	733	PDX	137
	WN	2558	18:55	733	DEN-ABQ	137
	WN	987	19:10	733	LAX	137
	WN	647	20:55	733	LAS-SAN	137
	WN	1149	21:00	73G	OAK	137
	WN	1277	21:00	733	PHX	137
<u>United Airlines</u>						
	UA	360	08:10	319	IAD-TPA	120
<u>United Express / SkyWest</u>						
	A296	5592	05:30	CRJ	DEN	50
	A296	6465	05:55	CRJ	LAX	50
	A296	5366	06:05	CR7	SFO	66
	A296	5404	07:15	CR7	DEN	66
	A296	5618	08:06	CR7	ORD-SBN	66
	A296	5395	08:55	CRJ	DEN	50
	A296	5290	10:25	CRJ	DEN	50
	A296	6466	10:37	CR7	ORD	66
	A296	5539	10:53	CRJ	SFO	50
	A296	6441	17:20	CRJ	SFO	50
	A296	6524	17:30	CRJ	DEN	50
<u>United Express / Shuttle</u>						
	A499	3463	13:06	E70	ORD	73
	A499	3544	13:22	E70	DEN-IND	73
	A499	3498	15:42	E70	ORD	73
<u>US Airways</u>						
	US	542	07:05	320	PHX-DFW	150
	US	327	10:55	319	PHX	124
	US	185	13:25	319	PHX-FLL	124
	US	128	17:00	319	PHX-MKE	124
	US	458	20:15	319	PHX	124

**Daily Domestic Departures From SLC**  
 By Market and Aircraft Type  
 November 2011

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**Domestic Flights**

Code	Flight #	Depart Time	Aircraft Type	Destination	Seats
<b>Regional Carriers</b>					
<u>Delta / SkyWest Airlines</u>					
OO	7777	11:00	EM2	CPR	30
OO	7811	11:00	EM2	GCC	30
OO	7806	11:05	EM2	COD	30
OO	7760	11:15	EM2	EKO	30
OO	7765	11:20	EM2	PIH	30
OO	7802	11:20	EM2	TWF	30
OO	7788	11:25	EM2	SUN	30
OO	7776	13:40	EM2	RKS	30
OO	7772	15:04	EM2	SGU	30
OO	7756	15:05	EM2	CDC	30
OO	7761	15:05	EM2	EKO	30
OO	7803	15:10	EM2	TWF	30
OO	7794	15:15	EM2	SUN	30
OO	7766	17:00	EM2	PIH	30
OO	7804	19:55	EM2	TWF	30
OO	7812	19:55	EM2	RKS-GCC	30
OO	7757	20:00	EM2	CDC	30
OO	7796	20:00	EM2	SUN	30
OO	7762	20:10	EM2	EKO	30
OO	7778	20:10	EM2	CPR	30
OO	7787	20:10	EM2	PIH	30

# Airport Time Table: SLC November 2011

Table B  
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## Domestic Flights

DL3	DEP3	ELT3	DL2	DEP2	ELT2	DL1	DEP1	ELT1	AL	FLT	TIME	ACFT	SEATS	DAYS	UL1	ARR1	ELT1	UL2	ARR2	ELT2	UL3	ARR3	ELT3	
									DL	2324	05:55	753	224	12345	7	ATL	06:24	209						
									A296	5592	05:30	CRJ	50	12345		DEN	07:03	93						
									A296	6465	05:55	CRJ	50	12345		LAX	07:01	126						
									DL	1440	06:00	320	148	123	587	MSP	09:35	155						
									A296	5366	06:05	CR7	66	123	5	SFO	07:23	138						
									AA	385	06:20	M80	140	1234567		DFW	10:00	160	ELP	11:25	305			
									B6	233	06:30	320	150	1234567		LGB	07:30	120						
									WN	1341	06:30	73G	137	12345		LAS	07:00	90	TUS	09:45	195			
									WN	729	06:30	73G	137	12345		PHX	08:20	110	HOU	12:10	280			
									OO	4868	06:50	CR9	76	1234567		DEN	08:14	84						
									WN	1650	07:00	733	137	12345		SEA	08:20	140	SJC	10:55	295			
									DL	2218	07:05	757	183	1234567		ATL	12:44	219						
									US	542	07:05	320	150	1234567		PHX	08:50	105	DFW	13:14	309			
									A296	5404	07:15	CR7	66	12345		DEN	08:46	91						
									MQ	3825	07:15	CR7	72	1234567		ORD	11:25	190						
									WN	1575	07:15	73G	137	12345		DEN	08:50	95	SNA	11:00	285			
									WN	555	07:20	73G	137	12345		OAK	08:30	130	GEG	11:05	285			
									DL	1422	07:30	73H	160	1234567		DTW	13:02	212						
									F9	572	07:30	319	138	3		DEN	08:56	88						
									WN	471	07:35	733	137	12345		ABQ	09:05	90	HOU	12:30	235	TPA	16:00	305
									CO	1621	07:45	735	114	12345		IAH	11:55	190	ATL	16:05	360			
									OO	7770	07:52	CRJ	50	12345		SGU	08:50	58						
									WN	340	08:00	733	137	12345		LAX	09:10	130	DEN	12:55	295			
									A296	5618	08:08	CR7	66	12345		ORD	12:13	167	SBN	17:03	417			
									UA	360	08:10	319	120	23		IAD	14:07	237	TPA	20:21	611			
									AA	512	08:20	M83	140	1234567		DFW	12:05	165	PHL	17:10	410			
									OO	4533	08:20	CR7	66	1234567		PHX	10:07	107						
									DL	1483	08:30	757	183	1234567		LAS	09:02	92						
									DL	1857	08:30	320	148	12345		SEA	09:50	140						
									OO	4640	08:30	CR9	78	12345		DFW	12:08	158						
									OO	4671	08:30	CR9	76	123456		DEN	10:03	93						
									DL	1414	08:31	320	148	1234567		LAX	09:34	123						
									DL	1606	08:31	738	160	12345		JFK	15:05	274						
									DL	2189	08:31	320	148	1234567		PDX	09:40	129						
									OO	4600	08:32	CR7	66	1234567		SFO	09:50	138						
									DL	1524	08:35	763	216	1234567		ATL	14:19	224						
									DL	2295	08:35	319	128	1234567		SAN	09:35	120						
									DL	965	08:35	320	146	1234567		MSP	12:20	165						
			PDX	08:30					100	WN	1262	08:35	73G	137	12345		PDX	09:45	130	SMF	11:40	245		
									DL	1509	08:36	319	126	12345		LGB	09:35	119						
									OO	4571	08:39	CRJ	50	1234567		BUR	09:42	123						
									OO	4737	08:39	CR7	66	1234567		OAK	09:49	130						
									OO	4756	08:40	CR7	66	12345		ONT	09:32	112						
									OO	4451	08:42	CR7	66	1234567		ABQ	10:20	96						
									OO	4586	08:42	CRJ	50	12345		SJC	09:50	126						
									OO	4558	08:44	CR7	66	12345		SMF	09:39	115						
									DL	2348	08:45	757	183	1234567		DTW	14:26	221						
									OO	4477	08:45	CR7	66	12345		MEM	12:50	185						
									OO	4489	08:45	CR9	76	12345		GEG	09:40	115						
									DL	1205	08:46	319	128	1234567		SNA	09:45	119						
									OO	4487	08:46	CR9	76	1234567		ORD	12:55	189						
									OO	4781	08:50	CR7	66	1234567		RNO	09:26	96						
									OO	4495	08:53	CR9	76	12345		BOI	10:17	84						
									A296	5395	08:55	CRJ	50	12345		DEN	10:39	104						
			LAS	06:45					85	WN	101	09:35	733	137	12345		BOI	10:50	75					
									DL	1158	09:40	757	183	3		MCO	15:55	255						
									MQ	3039	09:40	ERD	44	1234567		LAX	10:40	120						
			OAK	06:30					105	WN	976	09:40	73G	137	12345		PHX	11:20	100	SAN	12:00	200		
									OO	4497	09:45	CR9	76	1234567		IAH	13:45	180						
									OO	4540	09:45	CRJ	50	1234567		MSO	11:22	97						
									OO	4729	09:45	CRJ	50	12345		RAP	11:24	99						
									OO	4445	09:46	CRJ	50	1234567		BIL	11:12	86						
									OO	4748	09:46	CR7	66	3		STL	13:32	166						
									XJ	2505	09:46	CR9	76	12345		DFW	13:25	159						
									DL	1408	09:50	320	148	1234567		CVG	15:15	205						
									DL	270	09:50	757	183	1234567		BOS	16:25	275						
									OO	4684	09:51	CR7	66	23		AUS	13:36	165						
									OO	4522	09:52	CRJ	50	1234567		FCA	11:45	113						
									DL	1185	09:53	320	148	23		6	EWR	16:25	272					
			RNO	08:30					91	DL	996	09:55	320	148	1234567		MSP	13:33	158					
									OO	4482	09:55	CR7	66	12345		PHX	11:41	106						
									OO	4579	09:55	CRJ	50	3		IDA	11:00	65						
									OO	4507	09:56	CRJ	50	3		BZN	11:21	85						
									OO	4769	09:58	CRJ	50	1234567		TUS	11:50	112						
									OO	4560	09:59	CR7	66	1234567		MCI	13:20	141						
			PDX	06:15					110	DL	1831	10:00	757	183	1234567		DCA	16:08	248					





**Airport Time Table: SLC**  
November 2011

Table B  
Page 3

**Domestic Flights**

DL3	DEP3	ELT3	DL2	DEP2	ELT2	DL1	DEP1	ELT1	AL	FLT	TIME	ACFT	SEATS	DAYS	UL1	ARR1	ELT1	UL2	ARR2	ELT2	UL3	ARR3	ELT3			
									OO	4682	13:45	CR7	66	12345 7	TUL	17:03	138									
									OO	4456	13:46	CRJ	50	1345 7	IDA	14:50	64									
									OO	4649	13:49	CRJ	50	1345 7	BZN	15:10	81									
									DL	1010	13:50	320	148	12345 7	MEM	17:48	178									
									DL	147	13:50	757	183	1234567	ATL	19:34	224									
									OO	4470	13:51	CR7	66	1345 7	OMA	16:58	127									
									OO	4565	13:52	CR7	66	12345 7	OKC	17:05	133									
									DL	1783	13:55	738	180	1345 7	LAS	14:21	86									
									OO	4446	13:55	CRJ	50	12345 7	COS	15:31	96									
									OO	4775	13:57	CRJ	50	23 6	FCA	15:45	108									
									DL	1457	13:59	319	126	12345 7	SEA	15:10	131									
									DL	1434	14:04	320	148	12345 7	PHX	15:40	96									
MCO	09:10		395	DEN	12:15	80	WN	1451	14:20	73G	137	12345	OAK	15:20	120	LAX	17:05	225								
									DL	1074	14:25	320	148	1234567	MSP	18:02	157									
IAD	09:35		375	MDW	11:15	215	WN	893	14:25	73G	137	12345 7	DEN	15:50	85	MCO	22:00	335								
									AA	1576	14:30	M80	140	1234567	DFW	18:05	155	OKC	20:00	270						
									F9	584	14:35	319	138	1234567	DEN	15:54	79									
									DL	2241	15:00	738	160	12345 7	LAX	15:57	117									
									OO	4722	15:01	CR7	66	12345 7	LGB	15:57	116									
									DL	922	15:03	319	126	12345 7	SNA	16:00	117									
									OO	7772	15:04	EM2	30	12345	SGU	16:29	85									
									DL	1194	15:05	319	126	12345	PDX	16:04	119									
									DL	2078	15:05	320	148	1345 7	SAN	15:58	113									
									OO	7756	15:05	EM2	30	23 6	CDC	16:15	70									
									OO	7761	15:05	EM2	30	23	EKO	15:12	67									
									OO	4585	15:06	CRJ	50	12345 7	TUS	16:55	109									
									OO	4804	15:06	CRJ	50	12345 7	SJC	16:08	122									
									OO	4066	15:08	CRJ	50	1345 7	FAT	15:50	102									
									OO	4588	15:09	CR9	76	12345 7	SFO	16:18	129									
									DL	1883	15:10	757	183	1234567	LAS	15:35	85									
									OO	4875	15:10	CRJ	50	12345 7	BUR	16:09	119									
									OO	4744	15:10	CR9	76	1345 7	OAK	16:15	125									
									OO	7803	15:10	EM2	30	23 6	TWF	16:15	65									
									OO	4562	15:11	CRJ	50	12345 7	SMF	16:00	109									
									OO	4750	15:12	CRJ	50	12345 7	ONT	15:59	107									
									OO	4773	15:12	CRJ	50	12345 7	PSC	15:57	105									
									OO	4498	15:14	CRJ	50	12345 7	BIL	16:35	81									
									DL	1862	15:15	738	160	12345 7	DTW	20:42	207									
									OO	4592	15:15	CRJ	50	1345 7	GTF	16:49	84									
									OO	4785	15:15	CR9	76	12345 7	RNO	15:43	88									
									OO	4811	15:15	CR7	66	23	GEG	16:04	109									
									OO	7794	15:15	EM2	30	23 6	SUN	16:29	74									
									OO	4462	15:16	CR7	66	12345 7	ABQ	16:49	93									
									OO	4764	15:17	CRJ	50	12345 7	MSO	16:51	94									
									WN	1381	15:25	733	137	12345	PHX	17:05	100	SAN	17:45	200						
									MQ	3062	15:30	ERD	44	1234567	LAX	16:25	115									
									A499	3498	15:42	E70	73	23	ORD	18:56	194									
			BWI	12:15		305	WN	2003	15:45	73G	137	12345	RNO	16:25	100	SJC	17:55	190								
									OO	4526	15:52	CR9	76	12345 7	DEN	17:18	86									
									OO	4786	15:54	CR7	66	3	BOI	17:09	75									
MCO	11:05		380	ABQ	13:50	95	WN	1397	15:55	73G	137	12345	MDW	20:05	190	BHM	22:45	350								
									MQ	3767	16:20	CR7	72	12345 7	ORD	20:20	180									
			OAK	13:20		100	WN	453	16:30	73G	137	12345	DEN	17:55	85	PHL	00:05	335								
									OO	7779	16:50	CRJ	50	12345 7	SGU	17:48	58									
									WN	863	16:50	733	137	12345	LAS	17:15	85	SJC	19:15	205						
									OO	4717	16:51	CRJ	50	1345 7	SMF	17:40	109									
									OO	4542	16:54	CRJ	50	12345 7	IDA	17:55	61									
									DL	1222	16:55	73H	160	1234567	ATL	22:34	219									
									DL	1284	16:55	320	148	12345 7	IAD	22:56	241									
									DL	890	16:55	320	148	12345 7	CVG	22:18	203									
									OO	4524	16:55	CR9	76	1234567	DFW	20:30	155									
									OO	4703	16:55	CR9	76	12345 7	LAX	17:55	120									
									DL	1228	17:00	320	148	1234567	IND	22:15	195									
									DL	1430	17:00	319	126	23 6	JAC	18:13	73									
									OO	4786	17:00	CR9	76	12345 7	DEN	18:28	88									
									OO	4792	17:00	CR9	76	1234567	LAS	17:25	85									
									OO	7766	17:00	EM2	30	12345 7	PHI	18:01	61									
									US	128	17:00	319	124	12345 7	PHX	18:39	99	MKE	23:57	357						
GEG	13:00		150	BOI	15:25	65	WN	283	17:00	733	137	12345	PHX	18:40	100	MCI	22:45	285								
									OO	4836	17:03	CRJ	50	23 6	GJT	18:05	62									
									DL	1733	17:04	320	148	3	PHX	18:50	106									
									OO	4836	17:05	CR9	76	1234567	ORD	21:11	166									
									OO	4830	17:06	CR7	66	12345 7	FAR	20:30	144									
									DL	1830	17:07	73H	180	1234507	JFK	23:35	268									
									OO	4516	17:08	CRJ	50	12345 7	BIL	18:35	87									
									OO	4591	17:08	CR9	76	23 6	IAH	21:06	178									
									DL	1770	17:10	757	183	12345 7	MSP	20:47	157									

**Airport Time Table: SLC**  
**November 2011**

**Domestic Flights**

DL3	DEP3	ELT3	DL2	DEP2	ELT2	DL1	DEP1	ELT1	AL	FLT	TIME	ACFT	SEATS	DAYS	UL1	ARR1	ELT1	UL2	ARR2	ELT2	UL3	ARR3	ELT3
									DL	2257	17:10	757	183	12345 7	SEA	18:31	141						
									F9	829	17:10	320	162	1 345	DEN	18:34	84	DTW	23:59	289			
									OO	4628	17:10	CR7	66	23	PSC	17:50	100						
									OO	4646	17:11	CR9	76	12345 7	MEM	21:10	179						
									DL	1180	17:14	757	183	1 34567	MCO	23:30	258						
									DL	988	17:15	73H	180	12345 7	PHL	23:32	257						
									XJ	2413	17:15	CR9	76	3 6	BOI	18:25	70						
									DL	1114	17:18	73H	160	1 345 7	BWI	23:30	252						
ABQ	12:57		233	DEN	15:20			90	A296	6441	17:20	CRJ	50	12345	SFO	18:32	132						
									OO	4452	17:23	CR9	76	12345 7	BNA	21:35	182						
									AA	1017	17:25	M80	140	1234567	DFW	21:10	165	SAT	23:00	275			
									A296	6524	17:30	CRJ	50	12345	DEN	18:51	81						
									OO	4782	17:30	CRJ	50	1234567	BZN	18:55	85						
STL	13:50		205	DEN	15:45			90	WN	1147	17:45	733	137	12345	SEA	18:55	130						
									OO	4461	17:57	CR9	76	12345 7	MSY	22:10	183						
									BB	235	18:00	320	150	1234567	LGB	18:52	112						
			LAX	15:00				105	WN	1438	18:10	733	137	12345	BOI	19:20	70	GEG	20:05	175			
LAS	14:05		195	PHX	16:45			95	WN	1020	18:50	733	137	12345	PDX	19:55	125						
			SEA	15:35				115	WN	2558	18:55	733	137	12345	DEN	20:15	80	ABQ	22:20	205			
IND	15:45		300	DEN	17:15			90	WN	987	19:10	733	137	12345	LAX	20:10	120						
									DL	1957	19:55	757	183	12345 7	SEA	21:15	140						
									OO	4778	19:55	CR9	76	12345 7	PSC	20:45	110						
									OO	7804	19:55	EM2	30	23 6	TWF	21:01	66						
									OO	7812	19:55	EM2	30	1234567	RKS	20:54	59	GCC	22:19	144			
									DL	1760	19:56	319	126	12345 7	BOI	21:10	74						
									OO	4444	19:56	CR7	66	12345 7	OKC	23:10	134						
									XJ	2481	19:57	CR9	76	12345 7	AUS	23:41	164						
			RNO	16:50				79	OO	4765	19:59	CR9	76	12345 7	DFW	23:35	156						
									DL	1304	20:00	320	148	3	GEG	20:48	108						
									OO	4566	20:00	CRJ	50	23	RDM	20:49	109						
									OO	7757	20:00	EM2	30	12345 7	CDC	21:15	75						
									OO	7775	20:00	CRJ	50	23 6	SGU	20:58	58						
									OO	7796	20:00	EM2	30	23 6	SUN	21:15	75						
									OO	4689	20:01	CRJ	50	12345 7	COS	21:35	94						
									OO	4721	20:01	CRJ	50	3	LGB	21:00	119						
									DL	1182	20:02	319	126	12345 7	STL	23:55	173						
									DL	1211	20:03	73H	160	3	LAX	21:10	127						
									OO	4726	20:03	CRJ	50	23	MFR	21:08	125						
									DL	1443	20:04	320	148	23	RNO	20:40	96						
									OO	4802	20:04	CRJ	50	23	MSO	21:45	101						
									OO	4822	20:04	CR7	66	3	IDA	21:10	66						
									XJ	2500	20:04	CR9	76	12345 7	DEN	21:32	88						
									OO	4615	20:05	CR7	68	12345 7	ABQ	21:42	97						
									OO	4641	20:05	CRJ	50	12345 7	FAT	20:52	107						
									DL	1091	20:06	319	126	12345 7	SNA	21:05	119						
									OO	4692	20:06	CR9	76	12345 7	SAT	23:45	159						
									OO	4821	20:06	CRJ	50	23	LWS	20:50	104						
									OO	4508	20:07	CRJ	50	23	BIL	21:38	91						
									OO	4763	20:07	CRJ	50	23	PSP	20:57	110						
									OO	4772	20:08	CR7	66	1 345 7	OMA	23:15	127						
									OO	4752	20:09	CR7	66	23	EUG	21:13	124						
									DL	779	20:10	320	148	23	LAS	20:39	89						
									OO	4808	20:10	CR9	76	1 345 7	MCI	23:33	143						
									OO	7762	20:10	EM2	30	23 6	EKO	20:20	70						
									OO	7778	20:10	EM2	30	23 6	CPR	21:45	85						
									OO	7787	20:10	EM2	30	23 6	PIH	21:10	60						
									OO	4475	20:11	CRJ	50	23	BTM	21:40	89						
									OO	4493	20:11	CRJ	50	12345 7	GTF	21:51	100						
									OO	4733	20:11	CR7	66	23	SJC	21:11	120						
									OO	4545	20:12	CRJ	50	12345 7	TUS	22:00	108						
									OO	4673	20:12	CR7	66	12345 7	BJR	21:15	123						
									OO	4783	20:12	CRJ	50	12345 7	HLN	21:45	93						
									DL	875	20:15	73H	160	23	SFO	21:25	130						
									F9	578	20:15	319	138	1 345 7	DEN	21:35	80						
									US	458	20:15	319	124	123 6	PHX	21:52	97						
									MQ	3063	20:20	ERD	44	1234567	LAX	21:15	115						
									OO	4511	20:21	CR7	66	23	ONT	21:05	104						
									DL	1253	20:22	319	126	23	OAK	21:30	128						
									DL	1582	20:24	757	183	23	PDX	21:30	126						
									DL	1995	20:25	738	160	23	SAN	21:24	119						
									DL	2312	20:30	757	183	23	ANC	23:45	315						
									WN	847	20:55	733	137	12345	LAS	21:15	80	SAN	23:00	185			
BUR	16:05		210	PHX	19:00			85	WN	1149	21:00	736	137	12345	OAK	22:10	130						
SJC	15:35		240	PDX	17:50			105	WN	1277	21:00	733	137	12345	PHX	22:55	115						
									B6	82	23:20	320	150	1234567	JFK	05:32	252						
									DL	1002	23:40	73H	160	12345 7	JFK	06:03	263						

# Weekly International Jet Departures From SLC

Table 11  
Page 1

By Carrier and Market  
November 2011

## International Flights

Name	Code	DL	OO	F9	Total
Calgary	YYC	0	13	0	13
Cancun	CUN	0	0	1	1
Guadalajara	GDL	0	0	0	0
Los Cabos	SJD	1	2	0	3
Mexico City	MEX	4	0	0	4
Narita	NRT	0	0		0
Paris	CDG	5	0	0	5
Puerto Vallarta	PVR	2	1	0	3
Vancouver	YVR	0	13	0	13
		<u>12</u>	<u>29</u>	<u>1</u>	<u>42</u>

### Airline Index:

DL: Delta Air Lines

OO: SkyWest Airlines

F9: Frontier Airlines



Salt Lake City  
Department of Airports

Airport Schedule Reports for November 2011



# Airport Legend

November 2011

## Domestic Airport Codes (By City/State)

City / State	Code	City / State	Code
Albuquerque NM	ABQ	Medford OR	MFR
Anchorage(Intl) AK	ANC	Memphis TN	MEM
Atlanta(Intl) GA	ATL	Minneapolis/St. Paul(Intl) MN	MSP
Austin(Bergstrom Intl) TX	AUS	Missoula MT	MSO
Baltimore(Intl) MD	BWI	Nashville(Intl) TN	BNA
Billings MT	BIL	New Orleans(Intl) LA	MSY
Boise ID	BOI	New York(Kennedy) NY	JFK
Boston(Intl) MA	BOS	Newark/New York(Liberty) NJ	EWR
Bozeman MT	BZN	Oakland CA	OAK
Burbank CA	BUR	Oklahoma City OK	OKC
Butte MT	BTM	Omaha NE	OMA
Casper WY	CPR	Ontario (Intl) CA	ONT
Cedar City UT	CDC	Orlando(Intl) FL	MCO
Chicago(Midway) IL	MDW	Palm Springs CA	PSP
Chicago(O'Hare) IL	ORD	Pasco WA	PSC
Cincinnati(Intl) OH	CVG	Philadelphia(Intl) PA	PHL
Cody WY	COD	Phoenix(Intl) AZ	PHX
Colorado Springs CO	COS	Pocatello ID	PIH
Dallas/Ft. Worth(Intl) TX	DFW	Portland OR	PDX
Denver(Intl) CO	DEN	Rapid City(Regional) SD	RAP
Detroit(Metro Wayne) MI	DTW	Redmond OR	RDM
Elko NV	EKO	Reno NV	RNO
Eugene OR	EUG	Rock Springs WY	RKS
Fargo ND	FAR	Sacramento(Metro) CA	SMF
Fresno(Yosemite Intl) CA	FAT	San Antonio TX	SAT
Gillette WY	GCC	San Diego(Intl) CA	SAN
Grand Junction CO	GJT	San Francisco(Intl) CA	SFO
Great Falls MT	GTF	San Jose Intl CA	SJC
Helena MT	HLN	Santa Ana(J.Wayne) CA	SNA
Honolulu Oahu HI	HNL	Seattle/Tacoma(Intl) WA	SEA
Houston(G.Bush Intl) TX	IAH	Spokane(Intl) WA	GEG
Idaho Falls ID	IDA	St. George UT	SGU
Indianapolis IN	IND	St. Louis(Intl) MO	STL
Jackson WY	JAC	Sun Valley ID	SUN
Kalispell/Glacier Nt Pk MT	FCA	Tucson AZ	TUS
Kansas City(Intl) MO	MCI	Tulsa OK	TUL
Las Vegas(Intl) NV	LAS	Twin Falls ID	TWF
Lewiston ID	LWS	Washington (Reagan Nat'l) DC	DCA
Long Beach CA	LGB	Washington(Dulles Intl) DC	IAD
Los Angeles(Intl) CA	LAX		

# Airport Legend

November 2011

## Domestic Airport Codes (By Code)

City / State	Code	City / State	Code
Albuquerque NM	ABQ	Los Angeles(Intl) CA	LAX
Anchorage(Intl) AK	ANC	Long Beach CA	LGB
Atlanta(Intl) GA	ATL	Lewiston ID	LWS
Austin(Bergstrom Intl) TX	AUS	Kansas City(Intl) MO	MCI
Billings MT	BIL	Orlando(Intl) FL	MCO
Nashville(Intl) TN	BNA	Chicago(Midway) IL	MDW
Boise ID	BOI	Memphis TN	MEM
Boston(Intl) MA	BOS	Medford OR	MFR
Butte MT	BTM	Missoula MT	MSO
Burbank CA	BUR	Minneapolis/St. Paul(Intl) MN	MSP
Baltimore(Intl) MD	BWI	New Orleans(Intl) LA	MSY
Bozeman MT	BZN	Oakland CA	OAK
Cedar City UT	CDC	Oklahoma City OK	OKC
Cody WY	COD	Omaha NE	OMA
Colorado Springs CO	COS	Ontario (Intl) CA	ONT
Casper WY	CPR	Chicago(O'Hare) IL	ORD
Cincinnati(Intl) OH	CVG	Portland OR	PDX
Washington (Reagan Nat'l) DC	DCA	Philadelphia(Intl) PA	PHL
Denver(Intl) CO	DEN	Phoenix(Intl) AZ	PHX
Dallas/Ft. Worth(Intl) TX	DFW	Pocatello ID	PIH
Detroit(Metro Wayne) MI	DTW	Pasco WA	PSC
Elko NV	EKO	Palm Springs CA	PSP
Eugene OR	EUG	Rapid City(Regional) SD	RAP
Newark/New York(Liberty) NJ	EWR	Redmond OR	RDM
Fargo ND	FAR	Rock Springs WY	RKS
Fresno(Yosemite Intl) CA	FAT	Reno NV	RNO
Kalispell/Glacier Nt Pk MT	FCA	San Diego(Intl) CA	SAN
Gillette WY	GCC	San Antonio TX	SAT
Spokane(Intl) WA	GEG	Seattle/Tacoma(Intl) WA	SEA
Grand Junction CO	GJT	San Francisco(Intl) CA	SFO
Great Falls MT	GTF	St. George UT	SGU
Helena MT	HLN	San Jose Intl CA	SJC
Honolulu Oahu HI	HNL	Sacramento(Metro) CA	SMF
Washington(Dulles Intl) DC	IAD	Santa Ana(J.Wayne) CA	SNA
Houston(G.Bush Intl) TX	IAH	St. Louis(Intl) MO	STL
Idaho Falls ID	IDA	Sun Valley ID	SUN
Indianapolis IN	IND	Tulsa OK	TUL
Jackson WY	JAC	Tucson AZ	TUS
New York(Kennedy) NY	JFK	Twin Falls ID	TWF
Las Vegas(Intl) NV	LAS		

**Monthly Scheduled Seats -  
12 Rolling Months**

# Scheduled Seats - 12 Rolling Months

By Operator

November 2011 vs November 2010

## Domestic Seats

12 Rolling Months

Operator	Nov-11	Nov-10	Change	Percent Change
American Airlines	255,920	283,080	-27,160	-9.6%
American Eagle	106,864	51,552	55,312	100.0%
Continental Airlines	108,615	98,970	9,645	9.7%
Delta Air Lines	4,843,741	4,699,191	144,550	3.1%
Expressjet/CO Express	2,600	17,350	-14,750	-85.0%
Frontier Airlines	187,326	150,828	36,498	24.2%
jetBlue Airways	220,950	168,300	52,650	31.3%
Lynx Aviation	140	18,900	-18,760	-99.3%
Mesa Airlines	5,332	12,922	-7,590	-58.7%
Mesaba Airlines	297,464	540,664	-243,200	-45.0%
Northwest Airlines	0	50,048	-50,048	-100.0%
Republic Airline	41,057	58,056	-16,999	-29.3%
SkyWest Airlines	3,406,896	3,687,876	-280,980	-7.6%
Southwest Airlines	1,832,393	1,877,849	-45,456	-2.4%
UA EXP/Shuttle	50,954	63,510	-12,556	-19.8%
UA EXP/Skywest	282,014	270,968	11,046	4.1%
United Airlines	72,784	67,900	4,884	7.2%
US Airways	233,797	215,070	18,727	8.7%
	<u>11,948,847</u>	<u>12,333,034</u>	<u>-384,187</u>	<u>-3.1%</u>

## International Seats

12 Rolling Months

Operator	Nov-11	Nov-10	Change	Percent Change
Delta Air Lines	177,979	183,953	-5,974	-3.2%
Frontier Airlines	3,888	3,588	300	8.4%
SkyWest Airlines	86,138	102,498	-16,360	-16.0%
	<u>268,005</u>	<u>290,039</u>	<u>-22,034</u>	<u>-7.6%</u>



# Scheduled Seats - 12 Rolling Months

By Destination

November 2011 vs November 2010

## Domestic Seats

12 Rolling Months

Destination	Nov-11	Nov-10	Change	Percent Change
Albuquerque NM	154,267	159,019	(4,752)	-3.0%
Anchorage(Intl) AK	80,619	84,588	(3,969)	-4.7%
Aspen CO	0	7,590	(7,590)	-100.0%
Atlanta(Intl) GA	545,294	547,292	(1,998)	-0.4%
Austin(Bergstrom Intl) TX	71,000	61,376	9,624	15.7%
Baltimore(Intl) MD	163,974	165,724	(1,750)	-1.1%
Billings MT	77,424	85,304	(7,880)	-9.2%
Bismarck ND	3,050	15,350	(12,300)	-80.1%
Boise ID	326,752	347,977	(21,225)	-6.1%
Boston(Intl) MA	78,654	111,981	(33,327)	-29.8%
Bozeman MT	80,608	87,604	(6,996)	-8.0%
Burbank CA	53,306	59,266	(5,960)	-10.1%
Butte MT	34,300	40,650	(6,350)	-15.6%
Casper WY	27,140	38,576	(11,436)	-29.6%
Cedar City UT	19,830	18,780	1,050	5.6%
Chicago(Midway) IL	99,736	99,346	390	0.4%
Chicago(O'Hare) IL	300,664	307,717	(7,053)	-2.3%
Cincinnati(Intl) OH	108,590	165,538	(56,948)	-34.4%
Cody WY	20,130	24,570	(4,440)	-18.1%
Colorado Springs CO	37,500	44,726	(7,226)	-16.2%
Dallas/Ft. Worth(Intl) TX	387,070	378,559	8,511	2.2%
Denver(Intl) CO	898,178	943,388	(45,210)	-4.8%
Detroit(Metro Wayne) MI	235,978	215,813	20,165	9.3%
El Paso TX	0	6,450	(6,450)	-100.0%
Elko NV	41,700	42,480	(780)	-1.8%
Eugene OR	36,816	34,050	2,766	8.1%
Fairbanks(Intl) AK	0	8,480	(8,480)	100.0%
Fargo ND	31,452	31,148	304	1.0%
Fresno(Yosemite Intl) CA	53,900	48,014	5,886	12.3%
Ft. Lauderdale(Intl) FL	0	17,520	(17,520)	-100.0%
Gillette WY	10,950	10,950	-	0.0%
Grand Junction CO	45,050	50,294	(5,244)	-10.4%
Great Falls MT	51,050	50,292	758	1.5%
Gunnison CO	0	4,224	(4,224)	-100.0%
Helena MT	49,400	50,680	(1,280)	-2.5%
Honolulu Oahu HI	78,774	77,976	798	1.0%
Houston(G.Bush Intl) TX	206,743	222,416	(15,673)	-7.0%
Idaho Falls ID	91,030	89,682	1,348	1.5%
Indianapolis IN	50,624	44,338	6,286	14.2%
Jackson WY	106,122	109,531	(3,409)	-3.1%
Kahului Maui HI	0	14,202	(14,202)	-100.0%



# Scheduled Seats - 12 Rolling Months

By Destination

November 2011 vs November 2010

## Domestic Seats

12 Rolling Months

Destination	Nov-11	Nov-10	Change	Percent Change
Kalispell/Glacier Nt Pk MT	60,254	69,274	(9,020)	-13.0%
Kansas City(Intl) MO	84,860	82,410	2,450	3.0%
Las Vegas(Intl) NV	676,693	693,122	(16,429)	-2.4%
Lewiston ID	33,650	37,350	(3,700)	-9.9%
Long Beach CA	265,352	215,110	50,242	23.4%
Los Angeles(Intl) CA	587,035	556,531	30,504	5.5%
Medford OR	34,550	34,282	268	0.8%
Memphis TN	101,488	90,324	11,164	12.4%
Minneapolis/St. Paul(Intl) MN	281,168	276,371	4,797	1.7%
Minot ND	0	12,600	(12,600)	-100.0%
Missoula MT	77,550	79,544	(1,994)	-2.5%
Montrose CO	0	9,450	(9,450)	-100.0%
Nashvill(Intl) TN	28,958	39,440	(10,482)	-26.6%
New Orleans(Intl) LA	29,992	39,406	(9,414)	-23.9%
New York(Kennedy) NY	302,531	312,507	(9,976)	-3.2%
New York(Laguardia) NY	0	3,843	(3,843)	-100.0%
Newark/New York(Liberty) NJ	95,245	104,619	(9,374)	-9.0%
Oakland CA	327,216	337,289	(10,073)	-3.0%
Oklahoma City(Rogers) Oklahoma	68,140	52,660	15,480	29.4%
Omaha NE	73,376	52,164	21,212	40.7%
Ontario (Intl) CA	101,908	95,378	6,530	6.8%
Orlando(Intl) FL	123,339	122,368	971	0.8%
Palm Springs CA	40,602	39,340	1,262	3.2%
Pasco WA	89,008	96,330	(7,322)	-7.6%
Philadelphia(Intl) PA	71,445	101,051	(29,606)	-29.3%
Phoenix(Intl) AZ	818,904	821,402	(2,498)	-0.3%
Pocatello ID	39,420	42,270	(2,850)	-6.7%
Portland OR	353,915	372,292	(18,377)	-4.9%
Rapid City(Regional) SD	31,450	38,264	(6,814)	-17.8%
Redmond OR	35,100	34,550	550	1.6%
Reno NV	221,220	220,803	417	0.2%
Rock Springs WY	21,900	21,900	-	0.0%
Sacramento(Metro) CA	155,660	170,618	(14,958)	-8.8%
San Antonio TX	70,626	63,642	6,984	11.0%
San Diego(Intl) CA	238,463	233,070	5,393	2.3%
San Francisco(Intl) CA	234,590	237,142	(2,552)	-1.1%
San Jose Norman Y. Mineta Intl CA	104,718	100,452	4,266	4.2%
Santa Ana(J.Wayne) CA	219,731	231,110	(11,379)	-4.9%
Santa Barbara CA	0	26,216	(26,216)	-100.0%
Seattle/Tacoma(Intl) WA	479,942	483,176	(3,234)	-0.7%



# Scheduled Seats - 12 Rolling Months

By Destination

November 2011 vs November 2010

## Domestic Seats

12 Rolling Months

Destination	Nov-11	Nov-10	Change	Percent Change
Spokane(Intl) WA	189,191	244,566	(55,375)	-22.6%
St. George UT	75,330	70,530	4,800	6.8%
St. Louis(Intl) MO	102,580	95,290	7,290	7.7%
Steamboat Springs CO	0	3,750	(3,750)	-100.0%
Sun Valley ID	63,570	68,820	(5,250)	-7.6%
Tampa(Intl) FL	0	4,320	(4,320)	-100.0%
Tucson AZ	53,400	66,998	(13,598)	-20.3%
Tulsa OK	26,106	33,764	(7,658)	-22.7%
Twin Falls ID	40,980	43,680	(2,700)	-6.2%
Washington (Reagan Nat'l) DC	66,394	66,256	138	0.2%
Washington(Dulles Intl) DC	85,342	54,159	31,183	57.6%
West Yellowstone MT	8,280	7,770	510	6.6%
	<u>11,948,847</u>	<u>12,333,034</u>	<u>-384,187</u>	<u>-3.1%</u>



# Scheduled Seats - 12 Rolling Months

By Destination

November 2011 vs November 2010

## International Seats

Operator	12 Rolling Months		Change	Percent Change
	Nov-11	Nov-10		
<b>ASIA:</b>				
Tokyo(Narita) Japan	19,926	28,431	-8,505	0.0%
<b>CANADA:</b>				
Calgary AB Canada	34,050	34,774	-724	-2.1%
Cranbrook BC Canada	0	2,200	-2,200	-100.0%
Edmonton(Intl) AB Canada	0	1,750	-1,750	-100.0%
Vancouver(Intl) BC Canada	44,260	51,234	-6,974	-13.6%
<b>EUROPE:</b>				
Paris(Charles De Gaulle) France	69,552	64,800	4,752	7.3%
<b>MEXICO:</b>				
Cancun Mexico	12,368	33,548	-21,180	-63.1%
Guadalajara Mexico	5,492	21,248	-15,756	-74.2%
Los Cabos Mexico	20,510	13,960	6,550	46.9%
Mexico City(Juarez Intl) Mexico	41,667	24,778	16,889	68.2%
Puerto Vallarta Mexico	20,180	13,316	6,864	51.5%
	<u>268,005</u>	<u>290,039</u>	<u>-22,034</u>	<u>-7.6%</u>





# Scheduled Seats - 12 Rolling Months

By Destination

November 2011 vs November 2010

## Domestic Seats

12 Rolling Months

Destination	Operator	Nov-11	Nov-10	Change	Percent Change
Albuquerque NM USA					
	Delta Air Lines	0	160	-160	100.0%
	Mesaba Airlines	8,512	12,616	-4,104	100.0%
	SkyWest Airlines	96,290	99,172	-2,882	-2.9%
	Southwest Airlines	49,465	47,071	2,394	5.1%
<b>Albuquerque NM USA Total</b>		<b>154,267</b>	<b>159,019</b>	<b>-4,752</b>	<b>-3.0%</b>
Anchorage(Intl) AK USA					
	Delta Air Lines	80,619	84,588	-3,969	-4.7%
<b>Anchorage(Intl) AK USA Total</b>		<b>80,619</b>	<b>84,588</b>	<b>-3,969</b>	<b>-4.7%</b>
Aspen CO USA					
	SkyWest Airlines	0	7,590	-7,590	-100.0%
<b>Aspen CO USA Total</b>		<b>0</b>	<b>7,590</b>	<b>-7,590</b>	<b>-100.0%</b>
Atlanta(Intl) GA USA					
	Delta Air Lines	545,294	547,292	-1,998	-0.4%
<b>Atlanta(Intl) GA USA Total</b>		<b>545,294</b>	<b>547,292</b>	<b>-1,998</b>	<b>-0.4%</b>
Austin(Bergstrom Intl) TX USA					
	Delta Airlines	126	0	126	100.0%
	Mesaba Airlines	26,524	36,176	-9,652	-26.7%
	SkyWest Airlines	44,350	25,200	19,150	75.9%
<b>Austin(Bergstrom Intl) TX USA Total</b>		<b>71,000</b>	<b>61,376</b>	<b>9,624</b>	<b>15.7%</b>
Baltimore(Intl) MD USA					
	Delta Air Lines	113,969	115,976	-2,007	-1.7%
	Southwest Airlines	50,005	49,748	257	0.5%
<b>Baltimore(Intl) MD USA Total</b>		<b>163,974</b>	<b>165,724</b>	<b>-1,750</b>	<b>-1.1%</b>
Billings MT USA					
	Mesaba Airlines	0	76	-76	-100.0%
	SkyWest Airlines	77,424	85,228	-7,804	-9.2%
<b>Billings MT USA Total</b>		<b>77,424</b>	<b>85,304</b>	<b>-7,880</b>	<b>-9.2%</b>
Bismarck ND USA					
	SkyWest Airlines	3,050	15,350	-12,300	-80.1%
<b>Bismarck ND USA Total</b>		<b>3,050</b>	<b>15,350</b>	<b>-12,300</b>	<b>-80.1%</b>
Boise ID USA					
	Delta Air Lines	126,765	108,900	17,865	16.4%
	Mesaba Airlines	34,276	51,452	-17,176	-33.4%
	SkyWest Airlines	73,960	85,834	-11,874	-13.8%
	Southwest Airlines	91,751	101,791	-10,040	-9.9%
<b>Boise ID USA Total</b>		<b>326,752</b>	<b>347,977</b>	<b>-21,225</b>	<b>-6.1%</b>
Boston(Intl) MA USA					
	Delta Air Lines	78,654	111,981	-33,327	-29.8%
<b>Boston(Intl) MA USA Total</b>		<b>78,654</b>	<b>111,981</b>	<b>-33,327</b>	<b>-29.8%</b>
Bozeman MT USA					
	Mesaba Airlines	0	2,432	-2,432	-100.0%
	SkyWest Airlines	80,608	85,172	-4,564	-5.4%
<b>Bozeman MT USA Total</b>		<b>80,608</b>	<b>87,604</b>	<b>-6,996</b>	<b>-8.0%</b>
Burbank CA USA					
	SkyWest Airlines	53,306	59,266	-5,960	-10.1%
<b>Burbank CA USA Total</b>		<b>53,306</b>	<b>59,266</b>	<b>-5,960</b>	<b>-10.1%</b>
Butte MT USA					
	SkyWest Airlines	34,300	40,650	-6,350	-15.6%
<b>Butte MT USA Total</b>		<b>34,300</b>	<b>40,650</b>	<b>-6,350</b>	<b>-15.6%</b>
Casper WY USA					
	SkyWest Airlines	27,140	38,576	-11,436	-29.6%
<b>Casper WY USA Total</b>		<b>27,140</b>	<b>38,576</b>	<b>-11,436</b>	<b>-29.6%</b>

# Scheduled Seats - 12 Rolling Months

By Destination  
November 2011 vs November 2010

## Domestic Seats

Destination	Operator	12 Rolling Months		Change	Percent Change
		Nov-11	Nov-10		
Cedar City UT USA	SkyWest Airlines	19,830	18,780	1,050	5.6%
<b>Cedar City UT USA Total</b>		<b>19,830</b>	<b>18,780</b>	<b>1,050</b>	<b>5.6%</b>
Chicago(Midway) IL USA	Southwest Airlines	99,736	99,346	390	0.4%
<b>Chicago(Midway) IL USA Total</b>		<b>99,736</b>	<b>99,346</b>	<b>390</b>	<b>0.4%</b>
Chicago(O'Hare) IL USA	American Airlines	2,800	35,280	-32,480	-92.1%
	American Eagle	74,880	51,552	23,328	
	Delta Air Lines	41,580	13,868	27,712	199.8%
	Mesaba Airlines	1,824	10,868	-9,044	-83.2%
	SkyWest Airlines	82,128	95,842	-13,714	-14.3%
	UA EXP/Shuttle	37,668	41,975	-4,307	-10.3%
	UA EXP/Skywest	59,400	56,892	2,508	4.4%
	United Airlines	384	1,440	-1,056	-73.3%
<b>Chicago(O'Hare) IL USA Total</b>		<b>300,664</b>	<b>307,717</b>	<b>-7,053</b>	<b>-2.3%</b>
Cincinnati(Intl) OH USA	Delta Air Lines	108,590	165,538	-56,948	-34.4%
<b>Cincinnati(Intl) OH USA Total</b>		<b>108,590</b>	<b>165,538</b>	<b>-56,948</b>	<b>-34.4%</b>
Cody WY USA	SkyWest Airlines	20,130	24,570	-4,440	-18.1%
<b>Cody WY USA Total</b>		<b>20,130</b>	<b>24,570</b>	<b>-4,440</b>	<b>-18.1%</b>
Colorado Springs CO USA	SkyWest Airlines	37,500	44,726	-7,226	-16.2%
<b>Colorado Springs CO USA Total</b>		<b>37,500</b>	<b>44,726</b>	<b>-7,226</b>	<b>-16.2%</b>
Dallas/Ft. Worth(Intl) TX USA	American Airlines	253,120	247,800	5,320	2.1%
	Delta Air Lines	29,624	13,571	16,053	118.3%
	Mesaba Airlines	24,928	42,940	-18,012	-41.9%
	SkyWest Airlines	79,398	74,248	5,150	6.9%
<b>Dallas/Ft. Worth(Intl) TX USA Total</b>		<b>387,070</b>	<b>378,559</b>	<b>8,511</b>	<b>2.2%</b>
Denver(Intl) CO USA	Delta Air Lines	252	23,950	-23,698	-98.9%
	Frontier Airlines	187,326	150,828	36,498	24.2%
	Lynx Aviation	140	18,900	-18,760	-99.3%
	Mesaba Airlines	28,272	67,716	-39,444	-58.2%
	Republic Airline	41,057	58,056	-16,999	-29.3%
	SkyWest Airlines	194,594	153,972	40,622	26.4%
	Southwest Airlines	275,137	275,909	-772	-0.3%
	UA EXP/Shuttle	13,286	21,535	-8,249	-38.3%
	UA EXP/Skywest	115,258	106,182	9,076	8.5%
	United Airlines	42,856	66,340	-23,484	-35.4%
<b>Denver(Intl) CO USA Total</b>		<b>898,178</b>	<b>943,388</b>	<b>-45,210</b>	<b>-4.8%</b>
Detroit(Metro Wayne) MI USA	Delta Air Lines	235,978	195,041	40,937	21.0%
	Mesaba Airlines	0	6,764	-6,764	0.0%
	Northwest Airlines	0	14,008	-14,008	-100.0%
<b>Detroit(Metro Wayne) MI USA Total</b>		<b>235,978</b>	<b>215,813</b>	<b>20,165</b>	<b>9.3%</b>
El Paso TX USA	SkyWest Airlines	0	6,450	-6,450	-100.0%
<b>El Paso TX USA Total</b>		<b>0</b>	<b>6,450</b>	<b>-6,450</b>	<b>-100.0%</b>
Elko NV USA	SkyWest Airlines	41,700	42,480	-780	-1.8%
<b>Elko NV USA Total</b>		<b>41,700</b>	<b>42,480</b>	<b>-780</b>	<b>-1.8%</b>

# Scheduled Seats - 12 Rolling Months

By Destination

November 2011 vs November 2010

## Domestic Seats

Destination	Operator	12 Rolling Months		Change	Percent Change
		Nov-11	Nov-10		
Eugene OR USA	SkyWest Airlines	36,816	34,050	2,766	8.1%
<b>Eugene OR USA Total</b>		<b>36,816</b>	<b>34,050</b>	<b>2,766</b>	<b>8.1%</b>
Fairbanks(Intl) AK USA	Delta Air Lines	0	8,480	-8,480	-100.0%
<b>Fairbanks(Intl) AK USA Total</b>		<b>0</b>	<b>8,480</b>	<b>-8,480</b>	<b>100.0%</b>
Fargo ND USA	Mesaba Airlines	4,788	608	4,180	687.5%
	SkyWest Airlines	26,664	30,540	-3,876	-12.7%
<b>Fargo ND USA Total</b>		<b>31,452</b>	<b>31,148</b>	<b>304</b>	<b>1.0%</b>
Fresno(Yosemite Intl) CA USA	SkyWest Airlines	53,900	48,014	5,886	12.3%
<b>Fresno(Yosemite Intl) CA USA Total</b>		<b>53,900</b>	<b>48,014</b>	<b>5,886</b>	<b>12.3%</b>
Ft. Lauderdale(Intl) FL USA	Delta Air Lines	0	17,520	-17,520	-100.0%
<b>Ft. Lauderdale(Intl) FL USA Total</b>		<b>0</b>	<b>17,520</b>	<b>-17,520</b>	<b>0.0%</b>
Gillette WY USA	SkyWest Airlines	10,950	10,950	0	0.0%
<b>Gillette WY USA Total</b>		<b>10,950</b>	<b>10,950</b>	<b>0</b>	<b>0.0%</b>
Grand Junction CO USA	SkyWest Airlines	45,050	50,294	-5,244	-10.4%
<b>Grand Junction CO USA Total</b>		<b>45,050</b>	<b>50,294</b>	<b>-5,244</b>	<b>-10.4%</b>
Great Falls MT USA	Mesaba Airlines	0	152	-152	-100.0%
	SkyWest Airlines	51,050	50,140	910	1.8%
<b>Great Falls MT USA Total</b>		<b>51,050</b>	<b>50,292</b>	<b>758</b>	<b>1.5%</b>
Gunnison CO USA	SkyWest Airlines	0	4,224	-4,224	-100.0%
<b>Gunnison CO USA Total</b>		<b>0</b>	<b>4,224</b>	<b>-4,224</b>	<b>-100.0%</b>
Helena MT USA	SkyWest Airlines	49,400	50,680	-1,280	-2.5%
<b>Helena MT USA Total</b>		<b>49,400</b>	<b>50,680</b>	<b>-1,280</b>	<b>-2.5%</b>
Honolulu Oahu HI USA	Delta Air Lines	78,774	77,976	798	1.0%
<b>Honolulu Oahu HI USA Total</b>		<b>78,774</b>	<b>77,976</b>	<b>798</b>	<b>1.0%</b>
Houston(G.Bush Intl) TX USA	Continental Airlines	108,615	98,970	9,645	9.7%
	Expressjet/CO Express	2,600	17,350	-14,750	-85.0%
	Mesaba Airlines	16,036	29,868	-13,832	-46.3%
	SkyWest Airlines	79,492	76,228	3,264	4.3%
<b>Houston(G.Bush Intl) TX USA Total</b>		<b>206,743</b>	<b>222,416</b>	<b>-15,673</b>	<b>-7.0%</b>
Idaho Falls ID USA	SkyWest Airlines	91,030	89,682	1,348	1.5%
<b>Idaho Falls ID USA Total</b>		<b>91,030</b>	<b>89,682</b>	<b>1,348</b>	<b>1.5%</b>
Indianapolis IN USA	Delta Air Lines	50,482	38,714	11,768	30.4%
	SkyWest Airlines	142	5,624	-5,482	-97.5%
<b>Indianapolis IN USA Total</b>		<b>50,624</b>	<b>44,338</b>	<b>6,286</b>	<b>14.2%</b>
Jackson WY USA	Delta Air Lines	61,110	47,557	13,553	28.5%
	SkyWest Airlines	45,012	61,974	-16,962	-27.4%
<b>Jackson WY USA Total</b>		<b>106,122</b>	<b>109,531</b>	<b>-3,409</b>	<b>-3.1%</b>

# Scheduled Seats - 12 Rolling Months

By Destination  
November 2011 vs November 2010

## Domestic Seats

12 Rolling Months

Destination	Operator	Nov-11	Nov-10	Change	Percent Change
Kahului Maui HI USA	Delta Air Lines	0	14,202	-14,202	-100.0%
<b>Kahului Maui HI USA Total</b>		<b>0</b>	<b>14,202</b>	<b>-14,202</b>	<b>-100.0%</b>
Kalispell/Glacier Nt Pk MT USA	Mesaba Airlines	2,660	0	2,660	100.0%
	SkyWest Airlines	57,594	69,274	-11,680	-16.9%
<b>Kalispell/Glacier Nt Pk MT USA Total</b>		<b>60,254</b>	<b>69,274</b>	<b>-9,020</b>	<b>-13.0%</b>
Kansas City(Intl) MO USA	Delta Airlines	9,548	0	9,548	100.0%
	Mesaba Airlines	6,536	34,656	-28,120	100.0%
	SkyWest Airlines	68,776	47,754	21,022	60.7%
<b>Kansas City(Intl) MO USA Total</b>		<b>84,860</b>	<b>82,410</b>	<b>21,022</b>	<b>44.0%</b>
Las Vegas(Intl) NV USA	Delta Air Lines	306,905	306,072	833	0.3%
	Mesaba Airlines	608	4,104	-3,496	-85.2%
	SkyWest Airlines	55,704	65,516	-9,812	-15.0%
	Southwest Airlines	313,476	317,430	-3,954	-1.2%
<b>Las Vegas(Intl) NV USA Total</b>		<b>676,693</b>	<b>693,122</b>	<b>-16,429</b>	<b>-2.4%</b>
Lewiston ID USA	SkyWest Airlines	33,650	37,350	-3,700	-9.9%
<b>Lewiston ID USA Total</b>		<b>33,650</b>	<b>37,350</b>	<b>-3,700</b>	<b>-9.9%</b>
Long Beach CA USA	Delta Airlines	2,268	0	2,268	100.0%
	jetBlue Airways	166,200	113,550	52,650	46.4%
	SkyWest Airlines	96,884	101,560	-4,676	-4.6%
<b>Long Beach CA USA Total</b>		<b>265,352</b>	<b>215,110</b>	<b>50,242</b>	<b>23.4%</b>
Los Angeles(Intl) CA USA	American Eagle	31,984	0	31,984	100.0%
	Delta Air Lines	295,029	282,127	12,902	4.6%
	Mesaba Airlines	380	0	380	100.0%
	SkyWest Airlines	67,712	84,976	-17,264	100.0%
	Southwest Airlines	145,166	144,004	1,162	0.8%
	UA EXP/Skywest	46,764	45,424	1,340	2.9%
<b>Los Angeles(Intl) CA USA Total</b>		<b>587,035</b>	<b>556,531</b>	<b>30,504</b>	<b>5.5%</b>
Medford OR USA	SkyWest Airlines	34,550	34,282	268	0.8%
<b>Medford OR USA Total</b>		<b>34,550</b>	<b>34,282</b>	<b>268</b>	<b>0.8%</b>
Memphis TN USA	Delta Air Lines	44,384	18,588	25,796	138.8%
	Mesaba Airlines	27,056	51,452	-24,396	-47.4%
	Northwest Airlines	0	5,540	-5,540	-100.0%
	SkyWest Airlines	30,048	14,744	15,304	103.8%
<b>Memphis TN USA Total</b>		<b>101,488</b>	<b>90,324</b>	<b>11,164</b>	<b>12.4%</b>
Minneapolis/St. Paul(Intl) MN USA	Delta Air Lines	275,624	218,061	57,563	26.4%
	Mesaba Airlines	988	24,852	-23,864	-96.0%
	Northwest Airlines	0	30,500	-30,500	-100.0%
	SkyWest Airlines	4,556	2,958	1,598	54.0%
<b>Minneapolis/St. Paul(Intl) MN USA Total</b>		<b>281,168</b>	<b>276,371</b>	<b>4,797</b>	<b>1.7%</b>
Minot ND USA	SkyWest Airlines	0	12,600	-12,600	100.0%
<b>Minot ND USA Total</b>		<b>0</b>	<b>12,600</b>	<b>-12,600</b>	<b>100.0%</b>

# Scheduled Seats - 12 Rolling Months

By Destination

November 2011 vs November 2010

## Domestic Seats

Destination	Operator	12 Rolling Months		Change	Percent Change
		Nov-11	Nov-10		
Missoula MT USA	SkyWest Airlines	77,550	79,544	-1,994	-2.5%
<b>Missoula MT USA Total</b>		<b>77,550</b>	<b>79,544</b>	<b>-1,994</b>	<b>-2.5%</b>
Montrose CO USA	SkyWest Airlines	0	9,450	-9,450	-100.0%
<b>Montrose CO USA Total</b>		<b>0</b>	<b>9,450</b>	<b>-9,450</b>	<b>-100.0%</b>
Nashville(Intl) TN USA	Delta Air Lines	4,636	24,792	-20,156	-81.3%
	SkyWest Airlines	24,322	14,648	9,674	66.0%
<b>Nashville(Intl) TN USA Total</b>		<b>28,958</b>	<b>39,440</b>	<b>-10,482</b>	<b>-26.6%</b>
New Orleans(Intl) LA USA	Delta Air Lines	4,922	24,890	-19,968	-80.2%
	SkyWest Airlines	25,070	14,516	10,554	72.7%
<b>New Orleans(Intl) LA USA Total</b>		<b>29,992</b>	<b>39,406</b>	<b>-9,414</b>	<b>100.0%</b>
New York(Kennedy) NY USA	Delta Air Lines	247,781	257,757	-9,976	-3.9%
	jetBlue Airways	54,750	54,750	0	0.0%
<b>New York(Kennedy) NY USA Total</b>		<b>302,531</b>	<b>312,507</b>	<b>-9,976</b>	<b>-3.2%</b>
New York(Laguardia) NY USA	Delta Air Lines	0	3,843	-3,843	-100.0%
<b>New York(Laguardia) NY USA Total</b>		<b>0</b>	<b>3,843</b>	<b>-3,843</b>	<b>-100.0%</b>
Newark/New York(Liberty) NJ USA	Delta Air Lines	95,245	104,619	-9,374	-9.0%
<b>Newark/New York(Liberty) NJ USA Total</b>		<b>95,245</b>	<b>104,619</b>	<b>-9,374</b>	<b>-9.0%</b>
Oakland CA USA	Delta Air Lines	93,225	69,374	23,851	34.4%
	Mesaba Airlines	0	4,028	-4,028	-100.0%
	SkyWest Airlines	62,304	91,936	-29,632	-32.2%
	Southwest Airlines	171,687	171,951	-264	-0.2%
<b>Oakland CA USA Total</b>		<b>327,216</b>	<b>337,289</b>	<b>-10,073</b>	<b>-3.0%</b>
Oklahoma City(Rogers) Oklahoma USA	Mesaba Airlines	0	76	-76	-100.0%
	SkyWest Airlines	68,140	52,584	15,556	29.6%
<b>Oklahoma City(Rogers) Oklahoma USA Total</b>		<b>68,140</b>	<b>52,660</b>	<b>15,480</b>	<b>29.4%</b>
Omaha NE USA	Mesaba Airlines	34,352	912	33,440	3666.7%
	SkyWest Airlines	39,024	51,252	-12,228	-23.9%
<b>Omaha NE USA Total</b>		<b>73,376</b>	<b>52,164</b>	<b>21,212</b>	<b>40.7%</b>
Ontario (Intl) CA USA	Delta Air Lines	24,890	10,240	14,650	143.1%
	Mesaba Airlines	760	1,900	-1,140	100.0%
	SkyWest Airlines	76,258	83,238	-6,980	-8.4%
<b>Ontario (Intl) CA USA Total</b>		<b>101,908</b>	<b>95,378</b>	<b>6,530</b>	<b>6.8%</b>
Orlando(Intl) FL USA	Delta Air Lines	123,339	122,368	971	0.8%
<b>Orlando(Intl) FL USA Total</b>		<b>123,339</b>	<b>122,368</b>	<b>971</b>	<b>0.8%</b>
Palm Springs CA USA	SkyWest Airlines	40,602	39,340	1,262	3.2%
<b>Palm Springs CA USA Total</b>		<b>40,602</b>	<b>39,340</b>	<b>1,262</b>	<b>3.2%</b>

# Scheduled Seats - 12 Rolling Months

By Destination  
November 2011 vs November 2010

## Domestic Seats

12 Rolling Months

Destination	Operator	Nov-11	Nov-10	Change	Percent Change
Pasco WA USA					
	Mesaba Airlines	1,292	4,484	-3,192	-71.2%
	SkyWest Airlines	87,716	91,846	-4,130	-4.5%
<b>Pasco WA USA Total</b>		<b>89,008</b>	<b>96,330</b>	<b>-7,322</b>	<b>-7.6%</b>
Philadelphia(Intl) PA USA					
	Delta Air Lines	71,445	101,051	-29,606	-29.3%
<b>Philadelphia(Intl) PA USA Total</b>		<b>71,445</b>	<b>101,051</b>	<b>-29,606</b>	<b>-29.3%</b>
Phoenix(Intl) AZ USA					
	Delta Air Lines	176,970	165,830	11,140	6.7%
	Mesa Airlines	5,332	12,922	-7,590	-58.7%
	Mesaba Airlines	6,384	26,144	-19,760	-75.6%
	SkyWest Airlines	76,524	84,046	-7,522	-8.9%
	Southwest Airlines	319,897	317,390	2,507	0.8%
	US Airways	233,797	215,070	18,727	8.7%
<b>Phoenix(Intl) AZ USA Total</b>		<b>618,904</b>	<b>621,402</b>	<b>-2,498</b>	<b>-0.3%</b>
Pocatello ID USA					
	SkyWest Airlines	39,420	42,270	-2,850	-6.7%
<b>Pocatello ID USA Total</b>		<b>39,420</b>	<b>42,270</b>	<b>-2,850</b>	<b>-6.7%</b>
Portland OR USA					
	Delta Air Lines	202,212	200,285	1,927	1.0%
	Mesaba Airlines	0	3,040	-3,040	-100.0%
	SkyWest Airlines	39,920	55,240	-15,320	-27.7%
	Southwest Airlines	111,783	113,727	-1,944	-1.7%
<b>Portland OR USA Total</b>		<b>353,915</b>	<b>372,292</b>	<b>-18,377</b>	<b>-4.9%</b>
Rapid City(Regional) SD USA					
	SkyWest Airlines	31,450	38,264	-6,814	-17.8%
<b>Rapid City(Regional) SD USA Total</b>		<b>31,450</b>	<b>38,264</b>	<b>-6,814</b>	<b>-17.8%</b>
Redmond OR USA					
	SkyWest Airlines	35,100	34,550	550	1.6%
<b>Redmond OR USA Total</b>		<b>35,100</b>	<b>34,550</b>	<b>550</b>	<b>1.6%</b>
Reno NV USA					
	Delta Air Lines	108,679	106,870	1,809	1.7%
	SkyWest Airlines	62,536	63,928	-1,392	-2.2%
	Southwest Airlines	50,005	50,005	0	0.0%
<b>Reno NV USA Total</b>		<b>221,220</b>	<b>220,803</b>	<b>417</b>	<b>0.2%</b>
Rock Springs WY USA					
	SkyWest Airlines	21,900	21,900	0	0.0%
<b>Rock Springs WY USA Total</b>		<b>21,900</b>	<b>21,900</b>	<b>0</b>	<b>0.0%</b>
Sacramento(Metro) CA USA					
	Delta Air Lines	89,626	109,726	-20,100	-18.3%
	Mesaba Airlines	4,180	0	4,180	100.0%
	SkyWest Airlines	61,854	60,892	962	1.6%
<b>Sacramento(Metro) CA USA Total</b>		<b>155,660</b>	<b>170,618</b>	<b>-14,958</b>	<b>-8.8%</b>
San Antonio TX USA					
	Mesaba Airlines	13,452	30,400	-16,948	-55.8%
	SkyWest Airlines	57,174	33,242	23,932	72.0%
<b>San Antonio TX USA Total</b>		<b>70,626</b>	<b>63,642</b>	<b>6,984</b>	<b>11.0%</b>
San Diego(Intl) CA USA					
	Delta Air Lines	227,355	196,158	31,197	15.9%
	Mesaba Airlines	152	0	152	100.0%
	SkyWest Airlines	10,956	36,912	-25,956	-70.3%
<b>San Diego(Intl) CA USA Total</b>		<b>238,463</b>	<b>233,070</b>	<b>5,393</b>	<b>2.3%</b>

# Scheduled Seats - 12 Rolling Months

By Destination

November 2011 vs November 2010

## Domestic Seats

12 Rolling Months

Destination	Operator	Nov-11	Nov-10	Change	Percent Change
San Francisco(Intl) CA USA					
	Delta Air Lines	75,262	53,930	21,332	39.6%
	Mesaba Airlines	15,504	26,524	-11,020	-41.5%
	SkyWest Airlines	83,232	94,098	-10,866	-11.5%
	UA EXP/Skywest	60,592	62,470	-1,878	-3.0%
	United Airlines	0	120	-120	-100.0%
<b>San Francisco(Intl) CA USA Total</b>		<b>234,590</b>	<b>237,142</b>	<b>-2,552</b>	<b>-1.1%</b>
San Jose Norman Y. Mineta Intl CA USA					
	Delta Air Lines	28,066	17,938	10,128	56.5%
	Mesaba Airlines	3,572	12,768	-9,196	-72.0%
	SkyWest Airlines	73,080	69,746	3,334	4.8%
<b>San Jose Norman Y. Mineta Intl CA USA Total</b>		<b>104,718</b>	<b>100,452</b>	<b>4,266</b>	<b>4.2%</b>
Santa Ana(J.Wayne) CA USA					
	Delta Air Lines	200,509	193,402	7,107	3.7%
	SkyWest Airlines	19,222	37,708	-18,486	-49.0%
<b>Santa Ana(J.Wayne) CA USA Total</b>		<b>219,731</b>	<b>231,110</b>	<b>-11,379</b>	<b>-4.9%</b>
Santa Barbara CA USA					
	SkyWest Airlines	0	26,216	-26,216	-100.0%
<b>Santa Barbara CA USA Total</b>		<b>0</b>	<b>26,216</b>	<b>-26,216</b>	<b>-100.0%</b>
Seattle/Tacoma(Intl) WA USA					
	Delta Air Lines	308,828	242,277	66,551	27.5%
	Mesaba Airlines	76	16,948	-16,872	-99.6%
	SkyWest Airlines	30,590	82,856	-52,266	-63.1%
	Southwest Airlines	140,448	141,095	-647	-0.5%
<b>Seattle/Tacoma(Intl) WA USA Total</b>		<b>479,942</b>	<b>483,176</b>	<b>-3,234</b>	<b>-0.7%</b>
Spokane(Intl) WA USA					
	Delta Air Lines	109,392	94,894	14,498	15.3%
	Mesaba Airlines	3,344	25,992	-22,648	-87.1%
	SkyWest Airlines	62,618	75,298	-12,680	-16.8%
	Southwest Airlines	13,837	48,382	-34,545	-71.4%
<b>Spokane(Intl) WA USA Total</b>		<b>189,191</b>	<b>244,566</b>	<b>-55,375</b>	<b>-22.6%</b>
St. George UT USA					
	SkyWest Airlines	75,330	70,530	4,800	6.8%
<b>St. George UT USA Total</b>		<b>75,330</b>	<b>70,530</b>	<b>4,800</b>	<b>6.8%</b>
St. Louis(Intl) MO USA					
	Delta Air Lines	43,592	64,050	-20,458	-31.9%
	Mesaba Airlines	31,008	10,716	20,292	189.4%
	SkyWest Airlines	27,980	20,524	7,456	36.3%
<b>St. Louis(Intl) MO USA Total</b>		<b>102,580</b>	<b>95,290</b>	<b>7,290</b>	<b>7.7%</b>
Steamboat Springs CO USA					
	SkyWest Airlines	0	3,750	-3,750	-100.0%
<b>Steamboat Springs CO USA Total</b>		<b>0</b>	<b>3,750</b>	<b>-3,750</b>	<b>-100.0%</b>
Sun Valley ID USA					
	SkyWest Airlines	63,570	68,820	-5,250	-7.6%
<b>Sun Valley ID USA Total</b>		<b>63,570</b>	<b>68,820</b>	<b>-5,250</b>	<b>-7.6%</b>
Tampa(Intl) FL USA					
	Delta Air Lines	0	4,320	-4,320	-100.0%
<b>Tampa(Intl) FL USA Total</b>		<b>0</b>	<b>4,320</b>	<b>-4,320</b>	<b>-100.0%</b>
Tucson AZ USA					
	SkyWest Airlines	53,400	66,998	-13,598	-20.3%
<b>Tucson AZ USA Total</b>		<b>53,400</b>	<b>66,998</b>	<b>-13,598</b>	<b>-20.3%</b>
Tulsa OK USA					
	SkyWest Airlines	26,106	33,764	-7,658	-22.7%
<b>Tulsa OK USA Total</b>		<b>26,106</b>	<b>33,764</b>	<b>-7,658</b>	<b>-22.7%</b>
	SkyWest Airlines	40,980	43,680	-2,700	-6.2%

# Scheduled Seats - 12 Rolling Months

By Destination

November 2011 vs November 2010

## Domestic Seats

12 Rolling Months

Destination	Operator	Nov-11	Nov-10	Change	Percent Change
Twin Falls ID USA Total		40,980	43,680	-2,700	-6.2%
Washington (Reagan Nat'l) DC USA	Delta Air Lines	66,394	66,256	138	0.2%
Washington (Reagan Nat'l) DC USA Total		66,394	66,256	138	0.2%
Washington(Dulles Intl) DC USA	Delta Air Lines	55,798	54,159	1,639	3.0%
	United Airlines	29,544	0	29,544	100.0%
Washington(Dulles Intl) DC USA Total		85,342	54,159	31,183	57.6%
West Yellowstone MT USA	SkyWest Airlines	8,280	7,770	510	6.6%
West Yellowstone MT USA Total		8,280	7,770	510	6.6%
Grand Total		11,948,847	12,333,034	-384,187	-3.1%



# Scheduled Seats - 12 Rolling Months

By Destination

November 2011 vs November 2010

## International Seats

Destination	Operator	12 Rolling Months		Change	Percent Change
		Nov-11	Nov-10		
Calgary AB Canada	SkyWest Airlines	34,050	34,774	-724	-2.1%
<b>Calgary AB Canada Total</b>		<b>34,050</b>	<b>34,774</b>	<b>-724</b>	<b>-2.1%</b>
Cancun Mexico	Delta Air Lines	8,480	29,960	-21,480	-71.7%
	Frontier Airlines	3,888	3,588	300	8.4%
<b>Cancun Mexico Total</b>		<b>12,368</b>	<b>33,548</b>	<b>-21,180</b>	<b>-63.1%</b>
Cranbrook BC Canada	SkyWest Airlines	0	2,200	-2,200	-100.0%
<b>Cranbrook BC Canada Total</b>		<b>0</b>	<b>2,200</b>	<b>-2,200</b>	<b>-100.0%</b>
Edmonton(Intl) AB Canada	SkyWest Airlines	0	1,750	-1,750	-100.0%
<b>Edmonton(Intl) AB Canada Total</b>		<b>0</b>	<b>1,750</b>	<b>-1,750</b>	<b>-100.0%</b>
Guadalajara Mexico	Delta Air Lines	3,288	15,472	-12,184	-78.7%
	SkyWest Airlines	2,204	5,776	-3,572	-61.8%
<b>Guadalajara Mexico Total</b>		<b>5,492</b>	<b>21,248</b>	<b>-15,756</b>	<b>-74.2%</b>
Los Cabos Mexico	Delta Air Lines	17,774	10,920	6,854	62.8%
	SkyWest Airlines	2,736	3,040	-304	-10.0%
<b>Los Cabos Mexico Total</b>		<b>20,510</b>	<b>13,960</b>	<b>6,550</b>	<b>46.9%</b>
Mexico City(Juarez Intl) Mexico	Delta Air Lines	41,667	24,778	16,889	68.2%
<b>Mexico City(Juarez Intl) Mexico Total</b>		<b>41,667</b>	<b>24,778</b>	<b>16,889</b>	<b>68.2%</b>
Paris(Charles De Gaulle) France	Delta Air Lines	69,552	64,800	4,752	7.3%
<b>Paris(Charles De Gaulle) France Total</b>		<b>69,552</b>	<b>64,800</b>	<b>4,752</b>	<b>7.3%</b>
Puerto Vallarta Mexico	Delta Air Lines	17,292	9,592	7,700	80.3%
	SkyWest Airlines	2,888	3,724	-836	-22.4%
<b>Puerto Vallarta Mexico Total</b>		<b>20,180</b>	<b>13,316</b>	<b>6,864</b>	<b>-3.3%</b>
Tokyo(Narita) Japan	Delta Air Lines	19,926	28,431	-8,505	-29.9%
<b>Tokyo(Narita) Japan Total</b>		<b>19,926</b>	<b>28,431</b>	<b>-8,505</b>	<b>-29.9%</b>
Vancouver(Intl) BC Canada	SkyWest Airlines	44,260	51,234	-6,974	-13.6%
<b>Vancouver(Intl) BC Canada Total</b>		<b>44,260</b>	<b>51,234</b>	<b>-6,974</b>	<b>-13.6%</b>
<b>Grand Total</b>		<b>268,005</b>	<b>290,039</b>	<b>-22,034</b>	<b>-7.6%</b>

**EXECUTION COPY**

**AIRLINE USE AGREEMENT**

for

SALT LAKE CITY INTERNATIONAL AIRPORT

BY AND BETWEEN

SALT LAKE CITY CORPORATION

AND

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**AIRLINE USE AGREEMENT**

THIS AIRLINE USE AGREEMENT (as amended, modified or altered from time to time, the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, ~~2010~~2014 by and between Salt Lake City Corporation, a municipal corporation of the State of Utah, and \_\_\_\_\_, a corporation organized and existing under the laws of \_\_\_\_\_ and authorized to do business in the State of Utah (“Airline”).

WITNESSETH:

WHEREAS, City has the ownership, custody, control and management of the Salt Lake City International Airport (as it now exists or hereafter may be extended, the “Airport,” the approximate boundaries of which are shown on Exhibit A ~~attached hereto~~, including all real property easements or any other interests therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by City) located in Salt Lake County, State of Utah, as well as the ownership, custody, control and management of South Valley Regional Airport in West Jordan, Salt Lake County, Utah, and Tooele Valley Airport in Tooele, Tooele County, Utah (the “Reliever Airports”); and

WHEREAS, the Salt Lake City Department of Airports (“SLCDA”) operates, maintains, improves and promotes the Airport and the Reliever Airports on behalf of the City; and

WHEREAS, City has the right to lease, license, or otherwise provide for the use of the land, property and facilities of the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, Airline is duly certificated by the United States Department of Transportation, Federal Aviation Administration, and is engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo; and

WHEREAS, Airline desires to lease certain premises and obtain certain rights, services and privileges in connection with the use of the Airport and its facilities, and City is willing to grant and lease the same to Airline upon the terms and conditions hereinafter stated; and

WHEREAS, City, Airline and all Air ~~Transportation Companies~~Carriers (as defined below) currently operating at the Airport that are represented by the Airport-Airline Affairs Committee have negotiated the terms of this Agreement and intend to terminate all currently effective Airline Use Agreements and Airline Operating Agreements ~~and Terminal Building Leases~~ effective as of June 30, ~~2010~~2014 and as more specifically provided in this Agreement; and

WHEREAS, Airline and City agree to enter into this Agreement specifying the rights and obligations of the parties with respect to the use and occupancy of the Airport by Airline;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, City and Airline do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:



## Article 1 Definitions

The following words, terms and phrases wherever used in this Agreement shall for the purposes of this Agreement have the following meanings:

1.01 *Adjustment-to-Actual* shall mean the annual adjustments made in accordance with Section ~~8.06 hereof~~8.06.

1.02 *Affiliate* shall mean any Non-Signatory Airline that provides passenger service and that:

1.02.1 Is designated by Airline to the City as its Affiliate in accordance with Section 5.03, and

1.02.2 Has executed an Operating Agreement containing insurance, indemnification and other standard provisions as required by the City; and either:

(a) is operating at the Airport for the benefit of Airline, under the same or substantially similar livery as Airline, and (i) is owned by Airline, or (ii) is a subsidiary of the same corporate parent as Airline, or (iii) is under contract to Airline in respect of such operation; or

(b) is operating under its own livery at the Airport, is not selling any seats on an aircraft in its own name and all seats on such aircraft are being sold in the name of Airline; or

(c) is operating at the Airport under Airline's two-letter designator code and its own two-letter designator code, but is not headquartered in the United States.

1.03 *Air Carrier* shall mean a carrier certificated by the Secretary of Transportation as a Passenger Carrier under 49 U.S.C. § 41102 or a Cargo Carrier under 49 U.S.C. § 41103.

1.04 ~~1.03~~ *Air Transportation Business* shall mean that business operated by Airline at the Airport for the commercial transportation by air of persons, property, mail, parcels and/or cargo.

~~1.04 *Air Transportation Company* shall mean a legal entity certificated by the Secretary of Transportation and engaged in the business of scheduled or non-scheduled commercial transportation by air of persons, property, mail, parcels and/or cargo.~~

1.05 *Airfield* shall mean those portions of the Airport provided for the landing, taking off, and taxiing of aircraft, including without limitation approach and turning zones, clear zones, avigation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, GSE Storage Areas, and other appurtenances related to the aeronautical use of the Airport, including any airfield property purchased for noise or other environmental mitigation purposes.

1.06 *Airfield Cost and Revenue Center* shall include the allocated share of Debt Service; direct, indirect and general administrative Operating Expenses; Renewal and Replacement Costs; the Coverage Amount Requirement; required reserve deposits; and all Revenues attributable to the Airfield as identified in Exhibit B.

1.07 *Airfield Revenue Requirement* shall mean the amount that includes all direct and indirect costs less certain revenues as defined in and in accordance with Section 8.02.1 ~~hereof~~.

1.08 *Airline* shall mean the ~~Air Transportation Company~~Passenger Carrier signing this Agreement.

1.09 *Airline Premises* shall mean those areas at the Airport assigned to Airline or any other Passenger Carrier as Exclusive Use Premises, Preferential Use Premises, Joint Use Premises and Common Use Premises, as ~~defined herein and~~ shown on Exhibit A ~~attached hereto~~. When required, these exhibits will be revised in accordance with changes in the ~~designation~~assignment of areas as provided ~~herein~~by this Agreement.

1.10 *Airline Revenue Requirement* shall mean the sum of the Airfield Revenue Requirement and the Terminal Revenue Requirement.

1.11 *Airline Technical Representative* shall mean the person designated by the Chair of the AAAC to represent the AAAC in matters pertaining to the Project as specified in Section 10.06.3.

1.12 ~~1.11~~ *Airport-Airline Affairs Committee* (“AAAC”) shall mean collectively the authorized representatives of each Signatory Airline that shall meet from time to time with representatives of City to receive information and provide input from the Signatory Airlines with regard to selected operational and development matters at the Airport.

1.13 *Annual Adjusted Gross Revenue* shall mean rent, concession fees or similar charges actually received during any Fiscal Year by the City from Selected Concessions. Annual Adjusted Gross Revenue shall not include sales taxes, utility fees, consortium fees, key money, Customer Facilities Charges or other similar “pass through” charges.

1.14 *Auto Rental Concessions* shall mean all auto rental companies or other business organizations operating pursuant to concession agreements with the City.

1.15 ~~1.12~~ *Balanced Facility Requirement* shall mean the following minimum space that ~~an Air Transportation Company~~a Passenger Carrier must lease to qualify as a Signatory Airline hereunder: (a) one (1) gate (b) two (2) Ticket Counter positions, and (c) airline ticket office, bag make up, bag office or other space deemed part of the Balanced Facility Requirement by the Executive Director.

1.16 ~~1.13~~ *Bonds* shall ~~mean City of Salt Lake Airport Revenue Bonds issued pursuant to~~have the meaning provided for in the Master Trust Indenture.

1.17 ~~1.14~~ *Capital Investment* shall mean an expenditure made to acquire, purchase or construct a single capital item or project for the purpose of improving, maintaining or developing the Airport and shall include expenses incurred for acquisition, development, study, analysis, review, design, or capital planning efforts.

1.18 *Capital Outlay* shall mean an expenditure of no more than one hundred thousand dollars (\$100,000) for fixtures, furnishings or equipment net of grants-in-aid and PFCs.

1.19 ~~1.15~~ *Cargo Aircraft Aprons* shall mean those areas of the Airport that are primarily designated for the parking of cargo aircraft and support vehicles and the loading and unloading of cargo aircraft.

1.20 ~~Cargo Carrier shall mean a carrier certificated by the Secretary of Transportation as a Cargo Carrier under 49 U.S.C. § 41103.~~

1.21 ~~1.16~~ *Chargeable Landing* shall mean all Revenue Landings and Non-Revenue Landings.

1.22 ~~1.17~~ *City* shall mean the Salt Lake City Corporation, a municipal corporation of the State of Utah, and the person, division, department, bureau, or agency as may from time to time be expressly designated by the City to exercise functions equivalent or similar to those now exercised by the City with respect to rights and obligations of City under this Agreement.

1.23 ~~1.18~~ *City Council* shall mean the City Council of City.

1.24 ~~1.19~~ *Common Use* shall mean shared use of areas by Airline and one or more other ~~Air Transportation Companies~~ Passenger Carriers.

1.25 ~~1.20~~ *Common Use Premises* shall mean those areas of the Terminal, including without limitation Common Use Gates, Common Use Ticket Counters, Common Use Skycap Positions and baggage areas, not assigned on an Exclusive Use, Joint Use or Preferential Use basis (excluding Public Space) but rather used in common by Airline and one or more other ~~Air Transportation Companies~~ Passenger Carriers.

1.26 ~~1.21~~ *Cost and Revenue Centers* shall mean those areas or functional activities of the Airport used for the purposes of accounting for Revenues, Operating Expenses, Renewal and Replacement Costs, Capital Investments and Debt Service as identified in Exhibit B.

1.27 ~~1.22~~ ~~Coverage Amount shall mean:~~ Coverage Amount Requirement shall mean: the amount which is necessary to be deposited in the Rolling Coverage Account in order for the City to have on deposit therein (i) with respect to any Debt Service due and payable in the current Fiscal Year on Bonds, an amount equal to twenty-five percent (25%) of such Debt Service, and (ii) with respect to Debt Service due and payable in the current Fiscal Year on Subordinated Indebtedness, an amount equal to the amount by which the Revenues available to pay such Subordinated Indebtedness are required to exceed the Debt Service due and payable in the current Fiscal Year on such Subordinated Indebtedness pursuant to the applicable Subordinated Financing Agreement.

1.28 ~~1.23~~ *Customer Facility Charges* (“CFCs”) shall mean fees imposed for non-aeronautical use of the Airport for the purpose of funding non-aeronautical facilities at the Airport, such as a consolidated rental car facility, as such fees may be altered from time to time during the Term of this Agreement.

~~1.24~~ ~~Debt Service shall mean, with respect to outstanding Bonds and Subordinated Indebtedness, any principal, interest, premium, and any other fee or amount, including, without limitation, credit enhancement or liquidity costs, payments with respect to interest rate swaps or other hedging agreements, financing costs, remarketing and broker dealer fees, payments required to be made to the United States Treasury for arbitrage rebates (including the cost of calculation of same), and trustee or other fiduciary fees either paid or accrued for such Bonds and Subordinated Indebtedness, exclusive of amounts funded by PFCs (as defined in Section 1.52), CFCs (as defined in Section 1.23) or federal grants. Except for the purposes of calculating the Coverage Amount, Debt Service also shall be exclusive of amounts funded by CFCs or federal grants.~~

1.29 Date of Beneficial Occupancy (“DBO”) shall mean the date when a project or phased component of a project has been completed and the Executive Director determines that it is available for use by Air Carriers.

1.30 ~~1.25 Debt Service Reserve Fund~~Debt Service shall ~~mean such Fund as~~ have the meaning described in the Master Trust Indenture ~~and each account therein~~, Subordinated Financing Agreement and Other Indebtedness agreements.

1.31 Debt Service Reserve Funds shall mean such funds established and maintained pursuant to the Master Trust Indenture, Subordinated Financing Agreement and Other Indebtedness agreements.

1.32 ~~1.26 Deplaned Passenger~~ shall mean any passenger disembarking an aircraft, including any such passenger that shall subsequently board another aircraft of the same or a different ~~Air Transportation Company~~Passenger Carrier or the same aircraft previously operating under a different flight number.

1.33 ~~1.27 DOT~~ shall mean the United States Department of Transportation.

1.34 EGSE shall mean GSE powered by electricity or any other alternative fuel eligible for AIP funding under the FAA’s Voluntary Airport Low Emission Program.

1.35 ~~1.28 Enplaned Passenger~~ shall mean any passenger boarding an aircraft, including any such passenger that previously disembarked from another aircraft of the same or a different ~~Air Transportation Company~~Passenger Carrier or from the same aircraft previously operating under a different flight number.

1.36 ~~1.29 Environmental Laws~~ shall mean and include all applicable federal, state, and local laws, statutes, ordinances, regulations, decrees, and/or rules currently in effect or which may come into effect during the Term of this Agreement, as may be amended from time to time, and all implementing regulations, orders, and applicable federal or applicable state court decisions interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all applicable federal or state superlien or environmental clean-up statutes.

1.37 ~~1.30 Exclusive Use Premises~~ shall mean any office space, storage area, VIP lounge, employee break room or other area of the Terminal designated by City for exclusive use by Airline as shown on Exhibit A.

1.38 ~~1.31 Executive Director~~ shall be the Executive Director of SLCDA and shall include such person or persons as may from time to time be authorized in writing by City or by the Executive Director or applicable law to act for the Executive Director with respect to any or all matters pertaining to this Agreement.

1.39 ~~1.32 FAA~~ shall mean the Federal Aviation Administration or its authorized successor(s).

1.40 ~~1.33~~ *Fiscal Year* shall mean the annual accounting period of City for its general accounting purposes, which, at the time of entering into this Agreement, is the period of 12 consecutive months ending with the last day of June of any year.

1.41 ~~1.34~~ *Gate* shall mean those portions of the Terminal individually comprised of a passenger loading bridge, if any, a passenger holdroom and a Gate Apron.

1.42 ~~1.35~~ *Gate Apron* shall mean the ramp area associated with a Gate.

1.43 *GSE shall mean ground support equipment to include belt loaders, baggage tugs, and push back tractors that are used primarily to facilitate airline operations at the gate or to transport baggage within or from the bag room and among arriving and departing aircraft.*

1.44 ~~1.36~~ *GSE Storage Areas* shall mean those areas of the Airport that are primarily designated for the storage of ground support equipment, ~~which areas~~ and are shown on Exhibit A ~~attached hereto~~.

1.45 ~~1.37~~ *Hazardous Materials* shall mean any and all substances, products, by-products, waste, or other materials of any nature or kind whatsoever which (a) are or become listed or regulated under any Environmental Laws; (b) give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under applicable reported decisions of state or federal court; or (c) which may be hazardous or harmful to the air, water, soil or environment or affect industrial hygiene, occupational health or safety, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

1.46 *In-Terminal Concessions shall include, but not be limited to, companies or other business organizations that (i) sell consumable food or beverage items, excluding automated vending operations, (ii) sell retail or news products, excluding automated vending items, or services, or (iii) advertise to the traveling public at the Terminal, pursuant to concession agreements with the City.*

1.47 ~~1.38~~ *Investment Service* shall mean those annual charges for payments of Debt Service and associated Debt Service coverage plus annual charges for amortization of Capital Investments funded by Net Remaining Revenues.

1.48 ~~1.39~~ *Joint Use Premises* shall mean those areas of the Terminal that are used jointly by Airline and one or more other ~~Air Transportation Companies, which areas~~ Passenger Carriers and are shown on Exhibit A ~~attached hereto~~.

1.49 ~~1.40~~ *Landing Fee* shall mean a fee expressed in dollars and cents per thousand pounds of the Maximum Gross Landed Weight of each type of Airline's aircraft and shall be multiplied by the total of all Maximum Gross Landed Weight for all Chargeable Landings of each type of aircraft landed at the Airport by Airline.

1.50 ~~1.41~~ *Master Trust Indenture* shall mean the trust agreement by and between City and the Trustee that provides for the issuance of ~~City of Salt Lakes~~ senior lien Airport ~~Revenue~~ revenue Bonds, as supplemented by additional or supplemental resolutions and supplemental trust agreements.

1.51 ~~1.42~~ *Maximum Gross Landed Weight* shall mean the maximum gross certificated landing weight in one thousand pound units for each aircraft operated at the Airport by Airline as certificated by the FAA or its successor.

1.52 ~~1.43~~ *Net Bond Proceeds* shall mean the amount of the proceeds of any Bonds, Subordinated Indebtedness or Other Indebtedness that is available for construction or acquisition of projects, net of costs of issuance, reserve amounts, capitalized interest, discount or other amounts paid from Bond, Subordinated Indebtedness or Other Indebtedness proceeds.

1.53 ~~1.44~~ *Net Remaining Revenues* shall mean, for a given Fiscal Year, the amount equal to Revenues ~~plus Other Available Funds~~ less Operating Expenses less Debt Service less the Coverage Amount Requirement (for the current Fiscal Year), if any, less required reserve deposits and other required fund deposits or other payments described in the Master Trust Indenture ~~(including required Renewal and Replacement Costs and Subordinated Indebtedness, if any).~~ Subordinate Financing Agreements and Other Indebtedness agreements.

1.54 ~~1.45~~ *Non-Revenue Landing* shall mean any aircraft landed by Airline at the Airport for a flight for which Airline receives no revenue.

1.55 ~~1.46~~ *Non-Signatory Airline* shall mean any Air ~~Transportation Company~~ Carrier that has not entered into an Airline Use Agreement with City substantially similar to this Agreement.

1.56 *Open Storage Space* shall mean unimproved, not fully-enclosed space.

1.57 ~~1.47~~ *Operating Agreement* shall mean the agreement executed by City and any Non-Signatory Airline pertaining to such Non-Signatory Airline's operations and use of certain facilities at the Airport.

1.58 ~~1.48~~ *Operating Expenses* shall mean the current expenses, paid or accrued, of operation, maintenance, and ordinary current repairs of the Airport (calculated in accordance with sound accounting principles) and shall include, but not be limited to, insurance premiums, reserves and estimated costs; salaries and wages; benefits; fees for services; costs of materials, supplies and fuel; overhead; letter of credit fees; broker-dealer fees; auction agent fees; trustee fees; bond administration expenses; arbitrage rebate calculation and payment requirements and other similar costs; administrative expenses of City relating solely to the Airport, including engineering, architectural, legal, consultants, and accounting fees and expenses; and other reasonable current expenses calculated in accordance with sound accounting principles as provided above. Operating Expenses shall not include depreciation, costs of capital additions, replacements, betterments, extensions or improvements to the Airport, which under generally accepted accounting principles are chargeable to a capital account or to a reserve for depreciation, charges for the payment of principal and interest on any indebtedness heretofore or hereafter issued for Airport purposes, or any operating expenses of special purpose facilities buildings where the lessees thereof are obligated to pay such operating expenses.

1.59 *Operation and Maintenance Reserve Fund* shall mean the fund as described in the Master Trust Indenture and Section 8.10.2.

1.60 Operation and Maintenance Reserve Requirement means for any Fiscal Year, an amount equal to one sixth of the amount budgeted for Operating Expenses by SLCDA in its annual budget for such Fiscal Year.

1.61 ~~1.49~~ Other Available Funds shall mean ~~amounts (other than Revenues or PFC revenues) made available to pay Debt Service in any period in accordance with the Master Trust Indenture and restrictions contained therein. Other Available Funds includes, but is not limited to, rolling debt service coverage amounts and grant funds used to pay Debt Service~~Other Moneys Available for Debt Service and Other Pledged Revenues.

1.62 ~~1.50~~ Other Indebtedness shall mean any debt incurred by City for Airport purposes ~~which~~that is outstanding and not authenticated and delivered under and pursuant to the Master Trust Indenture or any Subordinated Financing Agreement and ranks junior and subordinate to the Bonds and Subordinated Indebtedness.

1.63 Other Moneys Available for Debt Service shall have the meaning described in the Master Trust Indenture.

1.64 Other Pledged Revenues shall have the meaning described in the Master Trust Indenture.

1.65 Passenger Carrier shall mean an air carrier certificated by the Secretary of Transportation as a Passenger Carrier under 49 U.S.C. § 41102.

1.66 ~~1.51~~ Passenger Facility Charges (“PFCs”) shall mean the fees authorized by 49 U.S.C. § 40117 and regulated by 14 C.F.R. Part 158 as such statute and regulations currently exist or as they may be amended during the Term of this Agreement.

1.67 ~~1.52~~ Period of Use for a Scheduled Operation shall mean the period of time that an Airline is authorized to use a Gate or a Ticket Counter for a scheduled arrival and/or departure pursuant to the Rules and Regulations.

1.68 ~~1.53~~ Preferential Use of a Gate or Ticket Counter shall mean scheduling preference, over similar operations by another Scheduled Airline, given to a Signatory Airline for the use of a Gate or Ticket Counter during applicable Periods of Use for its Scheduled Operations.

1.69 ~~1.54~~ Preferential Use Premises shall mean those portions of the Terminal and Terminal Aircraft Aprons, as shown in Exhibit A ~~attached hereto~~, to which Airline shall have priority of use over other ~~Air Transportation Companies~~Passenger Carriers, subject to the provisions of Article 7 ~~hereof~~.

1.70 Program Director shall mean Michael P. Williams of Making Projects Work, Inc., a Georgia corporation, or a successor third-party project manager designated by the Executive Director from time to time.

1.71 The Project shall mean the Terminal Redevelopment Project described in Section 10.06 and Exhibit H-1.

1.72 ~~1.55~~ Public Space shall mean all utility rooms, ductways, janitorial rooms and closets, stairways, hallways, elevators, escalators, entrance-ways, public lobbies and areas, public



toilet areas and other areas used for the operation, maintenance or security of the Terminal, even if used solely by City, as shown on Exhibit A-~~attached hereto.~~

1.73 Relocation Costs shall mean all moving costs funded by City under Section 4.05.1 that result from City-initiated moves of any Signatory Airline to facilitate construction of The Project or from moves of any Signatory Airline upon completion of The Project.

1.74 Rentable Airline Space shall mean the number of square feet of space in the Terminal that is rentable to Air Carriers, but excluding Open Storage Space.

1.75 ~~1.56~~ *Rentable Terminal Space* shall mean the number of square feet of space in the Terminal that is rentable to tenants, including office and administrative space used by the City, but excluding Open Storage Space.

1.76 ~~1.57~~ *Renewal and Replacement Costs Reserve Fund* shall mean the ~~costs for the renewal and replacement of existing facilities at the Airport in accordance with~~ fund established and maintained pursuant to the Master Trust Indenture ~~and Section 8.10.1.~~

1.77 Renewal and Replacement Fund Requirement shall mean for any Fiscal Year, the amount, if any, as may be required from time to time to be on deposit in the Renewal and Replacement Reserve Fund in accordance with Section 8.10.1.

1.78 ~~1.58~~ *Requesting Airline* shall mean a Scheduled Airline without adequate Gate or Ticket Counter access desirous of operating from the Airport.

1.79 ~~1.59~~ *Revenue Landing* shall mean a landing of any aircraft by Airline at the Airport for which Airline receives Revenue.

1.80 ~~1.60~~ *Revenues* shall mean, for any given period of time, income, revenues, receipts and moneys accrued by City in accordance with generally accepted accounting principles, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof or the leasing or use thereof, including any fuel tax refunds received by the City from the State and the proceeds of any insurance covering business interruption loss and Other Available Funds, but excluding:

(a) ~~1.60.1~~ any money received by or for the account of City from the levy or collection of taxes;

(b) ~~1.60.2~~ moneys received from the State of Utah or the United States of America to the extent required to be deposited in restricted funds and used for purposes inconsistent with ~~their use as General Airport Revenues under the terms of the Master Trust Indenture~~ the payment of Debt Service on the Bonds, Subordinated Indebtedness or Other Indebtedness;

(c) ~~1.60.3~~ lease deposits and security deposits;

(d) ~~1.60.4~~ moneys required to be paid to the State of Utah or the United States of America pursuant to agreements with City;



(e) ~~1.60.5~~ moneys received from insurance proceeds or settlements or the sale of or upon the taking by or under the threat of eminent domain of all or any part of the Airport, including easement interests;

(f) ~~1.60.6~~ proceeds from Bonds ~~or~~, Subordinated Indebtedness or Other Indebtedness issued by City or proceeds from loans, indebtedness or other obligations entered into by City;

(g) ~~1.60.7~~ moneys or securities received by City as gifts or grants, to the extent the use of such moneys or securities is restricted by the donor or grantor to purposes inconsistent with their use as ~~General Airport~~ Revenues under the terms of the Master Trust Indenture;

(h) ~~1.60.8~~ CFC revenues;

(i) ~~1.60.9~~ PFC revenues; ~~and~~

(j) ~~1.60.10~~ any revenues from special purpose facilities that are pledged for the payment of debt service on special facility bonds;

(k) any swap termination or penalty payments paid to the City pursuant to a qualified swap;

(l) any interest subsidy with respect to Bonds, Subordinated Indebtedness and Other Indebtedness paid or payable to or for the account of the City by any governmental body or agency; and

(m) investment earnings on the moneys described in (a) through (l) above.

1.81 Rolling Coverage Account shall mean such account established and maintained pursuant to the terms of the Master Trust Indenture.

1.82 ~~1.61~~ *Rules and Regulations* shall mean Airport's Rules and Regulations governing the conduct of operations at the Airport as such Rules and Regulations currently exist or as they may be amended or supplemented during the Term of this Agreement as provided in Section 18.07.

1.83 ~~1.62~~ *Scheduled Airline* shall mean ~~an Air Transportation Company~~ Passenger Carrier performing Scheduled Operations at the Airport.

1.84 ~~1.63~~ *Scheduled Operation* shall mean a Scheduled Airline's operation (arrival or departure) that occurs pursuant to a schedule that is published in the Official Airline Guide ("OAG") or any successor publication so long as such schedule is made available to City at least forty-five (45) days prior to the commencement or rescheduling of the operation.

1.85 Selected Concessions shall mean In-Terminal Concessions and Auto Rental Concessions.

1.86 ~~1.64~~ *Shared Use Equipment* shall mean equipment that is utilized on a shared basis for passenger processing.

1.87 ~~1.65~~ *Signatory Airline* shall mean ~~an Air Transportation Company~~ Passenger Carrier that (a) signs an agreement with City substantially similar to this Agreement, (b) provides passenger service, and (c) satisfies the Balanced Facility Requirement. If, subsequent to the qualification of ~~an Air Transportation Company~~ Passenger Carrier as a Signatory Airline, the ~~Air Transportation Company~~ Passenger Carrier fails to satisfy the criteria set forth above for a period of sixty (60) days after notification from the City of such failure, this Agreement shall automatically terminate and City and Airline shall promptly execute an Operating Agreement.

1.88 ~~1.66~~ *Skycap Positions* shall mean areas designated by the Airport on the Terminal departure curb or as otherwise located for the passenger and baggage check-in process.

1.89 ~~1.67~~ *Space Change Summary Notice* means a notice in the form of Exhibit C. Each Space Change Summary Notice shall be deemed to form a part of this Agreement when executed by the parties and shall not require a formal amendment to this Agreement.

1.90 ~~1.68~~ *Subordinated Financing Agreement* shall mean a bond resolution, trust agreement, indenture or other financing agreement providing for or authorizing the issuance by City of Subordinated Indebtedness, including an agreement related to the security or credit enhancement for the Subordinated Indebtedness, as each may be supplemented or amended from time to time.

1.91 ~~1.69~~ *Subordinated Indebtedness* shall mean any bonds ~~or other financing instrument or obligation subordinate to the Bonds~~ issued pursuant to any Subordinated Financing Agreement and which rank junior and subordinate to the Bonds.

1.92 ~~1.70~~ *Term* shall mean the period of time during which Airline's activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date as set forth in Article 2 ~~hereof~~ and, except as otherwise set forth ~~herein~~ in this Agreement, terminate on the termination date set forth in Article 3.

1.93 ~~1.71~~ *Terminal Aircraft Aprons* shall mean those areas of the Airport that are primarily designated for the parking of passenger aircraft and support vehicles and the loading and unloading of passenger aircraft, ~~which areas and~~ are shown on Exhibit A ~~attached hereto.~~

1.94 ~~1.72~~ *Terminal* shall mean the passenger terminal buildings and the Terminal Aircraft Aprons as displayed in Exhibit A ~~attached hereto.~~

1.95 ~~1.73~~ *Terminal Cost and Revenue Center* shall include the allocated share of Debt Service; direct, indirect and general administrative Operating Expenses; Renewal and Replacement Costs; the Coverage Amount Requirement; required reserve deposits; and all Revenues attributable to the Terminal as identified in Exhibit B.

1.96 ~~1.74~~ *Terminal Rents* shall mean the rents effective July 1<sup>st</sup> of each Fiscal Year as determined according to the methods set forth in Section 8.03 ~~hereof.~~

1.97 ~~1.75~~ *Terminal Revenue Requirement* shall mean the amount that includes all direct and indirect costs less certain Revenues as defined in and in accordance with Section 8.03.1.

1.98 ~~1.76~~ *Ticket Counter* shall mean those areas made available by the Airport for ticketing passengers and receiving baggage. Each Ticket Counter shall include the area fifteen (15) feet in front of each counter for the counter's entire width to accommodate passenger queues.

1.99 Trustee shall mean the banking association or corporation, its successors and assigns, administering the trusts created under the Master Trust Indenture.

1.100 ~~1.77~~ TSA shall mean the Transportation Security Administration.

1.101 ~~1.78~~ Turn shall mean the arrival and subsequent departure of an aircraft at a Gate at the Airport for any reason, including any tow to or from a Gate.

Additional capitalized words and phrases used in this Agreement but not defined herein shall have the meanings set forth in the Master Trust Indenture or, if not so set forth, shall have their usual and customary meanings.

### Article 2~~Article 2~~ — **Effective Date**

2.01 *Effective Date.* This Agreement, along with the determinations of rentals, fees, and charges set forth herein, shall be effective on the later of July 1, ~~2010~~2014 or such date as Airline delivers a duly executed copy of this Agreement to SLCD (the “Effective Date”).

2.02 *Cancellation of Prior Agreements.* At the Effective Date, the Airline Use Agreement between Airline and City dated July 1, ~~2008~~2010, as amended, shall terminate.

### **Article 3 Term**

3.01 *Termination Date.* This Agreement shall commence on the Effective Date and shall terminate at midnight on June 30, ~~2013~~2024 unless canceled sooner as provided herein.

~~3.02 — Extension. The Term of this Agreement may be extended for a renewal period of one year from July 1, 2013 to June 30, 2014 by the mutual written agreement of Airline and City.~~

### **Article 4 Premises**

4.01 *Airline Premises.* City does hereby lease and demise to Airline and Airline does hereby lease and accept from City the Exclusive Use Premises, Preferential Use Premises, Joint Use Premises and Common Use Premises designated in Exhibit A ~~as well as certain baggage claim and baggage make up areas used jointly with other Air Transportation Companies~~ on an “as is” basis with all faults. Except as specifically provided otherwise herein, the City does not warrant or represent that the Airline Premises are suitable for the uses contemplated in this Agreement. Airline acknowledges and agrees that the Airline Premises may be revised from time to time during the Term to reflect new assignments and reallocations of space as provided by this Agreement. Any such revisions of Airline Premises shall be reflected in a Space Change Summary Notice.

4.02 *Terminal Equipment.* Terminal equipment owned or acquired by City for use by Airline shall remain the property and under the control of City.

4.03 *Employee Parking.* City will make reasonable efforts to make available area(s) at the Airport for vehicular parking for Airline's personnel employed at the Airport; provided, however, such area(s) shall not be used for: (a) vehicle parking or storage for any period other than such personnel's performance of employment for Airline at the Airport, or (b) parking or storage of trailers, recreational vehicles (RVs) or other oversized vehicles at any time. Usage of any parking

area(s) made available by City at the Airport is subject to Article 5, ~~and~~ Article 8 of this Agreement and to the Rules and Regulations.

4.04 *Federal Inspection Services (“FIS”) Facilities.* City shall designate areas in the Terminal, or elsewhere on the Airport, to be used by agencies of the United States for the inspection of international passengers and their baggage and for the exercise of the responsibilities of said agencies with respect to the movement of persons, property, and cargo to and from the United States.

4.05 ~~4.05—Transfer of Operations.~~ Reallocation of Space.

4.05.1 City Initiated Reallocations. From time to time during the term of this Agreement, part or all of the Airline Premises may be required (1) for implementation of improvements at the Airport; (2) for accommodation of the traveling public; or (3) in order to maximize the use of the Terminal and related facilities by ~~Air Transportation Companies~~ Passenger Carriers (including Airline) and other tenants, lessees, permittees, and users thereof. In said event, City shall provide thirty (30) days advance written notice of the Executive Director's decision regarding such reallocation and of the schedule for implementation of such reallocation. Executive Director and Airline may agree to reasonable extensions of time necessary to accommodate said reallocation. Airline hereby agrees to comply with any reallocation requirements. In any such reallocation, the actual, reasonable requirements of Airline for terminal space to accommodate its operations at the Airport shall be given consideration, and City shall use reasonable efforts to satisfy those requirements. All moving costs resulting from relocation of Airline in a City-imposed reallocation of space shall be funded by City, subject to rate recovery under Article 8; provided, however, that Airline shall not be entitled to reimbursement for reallocation of or within Common Use Premises. With respect to any Airline trade fixture and other movable property, if removal from the existing premises and reinstallation at Airline's new premises is possible and not unreasonable, Airline shall not be entitled to a new fixture or to new property; Airline shall, however, remove all trade fixtures and other movable property of Airline from the existing premises whether or not reinstallation is possible. If the Airline Premises is reduced as a result of a reallocation by City, Airline's rent shall be decreased on a per square foot basis. ~~Notwithstanding anything set forth herein to the contrary, if, and Airline shall remain a Signatory Airline even if, as a result of a City initiated reallocation, Airline no longer satisfies the Balanced Facility Requirement.~~ If the Airline Premises is enlarged as a result of a reallocation by City, under this Section 4.05.1, Airline shall not be required to pay rent for any additional square footage in the Airline Premises.

4.05.2 Airline Initiated Reallocations. If during the term of this Agreement Airline requires a reallocation of part or all of the Airline Premises to facilitate its operations at the Airport, Airline may request such a reallocation by submitting a written request to the Executive Director, and the Executive Director may approve or deny any such request in the Executive Director's sole discretion. ~~Any~~ Except as otherwise provided in Section 10.06.10(c), any such request for reallocation may not include a request for a reduction in the size of the Airline Premises. All costs associated with any reallocation requested by an Airline, including without limitation the costs of the City, shall be funded by Airline, and Airline shall pay Common Use Gate charges for any additional (rather than replacement) ~~Preferential or~~ Common Use Gates and Preferential Use Gate charges for any additional Preferential Use Gates, if any, that it receives as a result of any such reallocation.

4.05.3 ~~Changes or modifications~~ to the Airline Premises as provided in this Section 4.05 may be memorialized by the Executive Director's issuance of a Space Change Summary Notice and shall not require or constitute a formal amendment to this Agreement.

4.05.4 If the number of Preferential Use Gates that are part of the Airline Premises is reduced during the Term of this Agreement as provided in this Article 4, City may terminate, upon thirty (30) days written notice to Airline, ~~terminate~~ Airline's right to use those portions of the Exclusive Use Premises that are no longer proximate to Airline's Preferential Use Gates or that are no longer necessary, in the Executive Director's reasonable discretion, to support Airline's operations at Airline's remaining Preferential Use Gates. In such a situation, the Space Change Summary Notice that is issued by the Executive Director shall document the termination of any portion of Airline's Exclusive Use Premises under this section. Airline's surrender of any such Exclusive Use Premises shall be subject to the terms of Article 15 of this Agreement.

4.05.5 Reallocations of space that occur in conjunction with The Project described in Section 10.06 are subject to the provisions of Section 10.06 to the extent they differ from this Section 4.05.

#### 4.06 *Condemnation.*

4.06.1 In the event that all or a substantial part of the Airline Premises shall be taken by governmental authority through the exercise of the power of eminent domain or other authority justifying such taking, this Agreement shall terminate, the rents, fees and charges in respect to the Airline Premises shall cease as of the date possession is taken by the taking authority, and City shall be entitled to all damages payable by reason of the taking, subject to the claims of Airline for the value of its leasehold, which claims as to validity and amount shall be a matter for determination between Airline and City. If Airline and City cannot reach a determination, then the court having jurisdiction over such proceeding shall be entitled to make the determination, provided that nothing herein contained shall preclude Airline from asserting any claims or rights it may have against such governmental authority as to its separate property, leasehold improvements and trade fixtures.

4.06.2 In the event that a portion of the Airline Premises, but not a substantial part of the Airline Premises, shall be taken by governmental authority through the exercise of the power of eminent domain or other authority justifying such taking, there shall be an equitable and proportional abatement or reduction in the rents payable by Airline hereunder based on the degree to which the portion of the Airline Premises that is taken is related to the total Airline Premises. The City shall promptly expend so much as may be necessary to repair or restore the Airline Premises to a condition that is reasonably suitable to the uses of Airline permitted hereunder, with such changes, alterations, and modifications (including the substitution and addition of other property) as may be agreed upon by City and Airline, and there shall be applied for such purpose so much as may be necessary of any net proceeds received by City because of any such taking, after payment of any expenses of obtaining or recovering such net proceeds, as well as any moneys which City determines to make available from the sale of Bonds ~~or~~, Subordinated Indebtedness or Other Indebtedness. In the event that such net proceeds are insufficient to pay in full the costs of such repair or restoration, City will endeavor to arrange financing through the issuance of Bonds, Subordinated Indebtedness, Other Indebtedness or other means and complete such repair or restoration. In no event shall City have any obligations to make any repairs or restorations under this Section 4.06.2 if prevented from doing so by reason of any cause beyond its reasonable control, including requirements of any applicable laws, codes, ordinances, permit conditions, rules or regulations. Further, City shall not be obligated to make any repairs or restorations to any portions of the Airline Premises that are constructed or installed by or for some party other than City or are not the property of City.

## Article 5 Grant of Rights to Use Airport

5.01 *Airline Rights and Privileges.* In addition to all rights granted elsewhere in this Agreement, Airline shall have the right to use, in common with others so authorized by City, areas (other than areas leased preferentially or exclusively to others), facilities, equipment, and improvements at the Airport for the operation of Airline's Air Transportation Business and all activities reasonably necessary for such operations, including but not limited to:

5.01.1 The landing, taking off, flying over, taxiing, towing, and conditioning of Airline's aircraft and, in areas designated by City, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of Airline's aircraft and support equipment subject to the availability of space and subject to such reasonable charges and regulations as City may establish; provided, however, Airline shall not permit the use of the Airfield by any aircraft operated or controlled by Airline which exceeds the design strength or capability of the Airfield as described in the then-current FAA-approved Airport Layout Plan ("ALP") or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

5.01.2 The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, cargo, and express services, and reasonable and customary airline activities.

5.01.3 The training of personnel in the employ of or to be employed by Airline and the testing of aircraft and other equipment being utilized at the Airport in the operation of Airline's Air Transportation Business; provided, however, said training and testing shall be incidental to the use of the Airport in the operation by Airline of its Air Transportation Business and shall not hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. City reserves the right to restrict or prohibit such training and testing operations which it deems to interfere with the use of the Airport, including excessive noise as reasonably determined by City.

5.01.4 The sale, disposition, or exchange of Airline's aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, or other similar equipment or supplies; provided, however, Airline shall not sell or permit to be sold aviation fuels or propellants except (i) to such ~~Air Transportation Company~~ Carrier which is a successor company to Airline or a company that has merged with Airline, (ii) for use in aircraft of others which are being used solely in the operation of Airline's Air Transportation Business, including, but not limited to, Airline's Affiliate(s), or (iii) when a comparable grade and type of fuel desired by others is not available at the Airport except from Airline.

5.01.5 The purchase at the Airport or elsewhere of fuels, lubricants, and any other supplies and services from any person or company, subject to City's right to require that each provider of services and/or supplies to Airline secures a permit from City to conduct such activity at the Airport, pays required fees, and abides by all reasonable rules and regulations established by City. No discriminatory limitations or restrictions shall be imposed by City that interfere with such purchases; provided, however, that nothing herein in this Agreement shall be construed to permit Airline to store aviation fuels at the Airport. This Agreement grants no right to store aviation fuels; the granting of any right to store aviation fuels shall be subject to the execution of a separate agreement between Airline and City.



5.01.6 The servicing by either Airline or its suppliers of aircraft and other equipment being utilized at the Airport by Airline or its Affiliates on the Terminal Aircraft Aprons or such other locations as may be designated by the Executive Director.

5.01.7 The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by City at Terminal Aircraft Aprons or such other locations as may be designated by the Executive Director; provided Airline shall not use Terminal Aircraft Aprons immediately adjacent to the passenger Terminal to load or unload all-cargo aircraft unless otherwise authorized in writing by the Executive Director and provided further that Air ~~Transportation Companies~~Carriers and third parties will be entitled to ingress and egress over the Terminal Aircraft Aprons from time to time, as provided in the Rules and Regulations, for access to adjacent space, including without limitation office space, in the Terminal.

5.01.8 The storage of ground support equipment in designated GSE Storage Areas; provided that Airline shall promptly dispose of or remove damaged and inoperative ground support equipment from the Airport. If Airline fails to remove damaged and inoperative ground support equipment within thirty (30) days after receiving written notice requesting removal from City and City exercises its right to remove such equipment as provided in Section ~~13.03.3 hereof~~,13.03.4, any equipment that is so removed shall, at City's option, be stored by City at Airline's expense. Airline shall pay to City, upon receipt of an invoice, the costs incurred for such storage plus fifteen percent (15%).

5.01.9 The provision, either alone or in conjunction with other ~~Air Transportation Companies~~Passenger Carriers or through a nominee, of porter/skycap service for the convenience of the public, at no cost to City. Notwithstanding anything set forth herein, Airline and Airline's agents, contractors, employees and service providers shall not be entitled to use electric carts to transport passengers in the Terminal.

5.01.10 The installation, maintenance, and operation, at no cost to City, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment and facilities on Airline's Exclusive Use or Preferential Use Premises as may be necessary or convenient for the operation of its Air Transportation Business; provided, however, that except for equipment and facilities already in place with the prior written approval of the Executive Director, installations shall be subject to such prior written approval. Prior to any written approval, Airline shall provide the Executive Director with all necessary supporting documentation related to such installations. Notwithstanding anything set forth herein to the contrary, the Executive Director may at any time during the Term ~~hereof~~of this Agreement require Airline to utilize the City's data communications system at the Airport to link Airline's separate operating locations within the Airport.

5.01.11 Such rights of way as may reasonably be required by Airline for communications, computer equipment, teletype, telephone, interphone, conveyor systems and power, and other transmission lines in areas preferentially-leased by Airline, subject to the prior written approval of the Executive Director and the availability of space and/or ground areas as determined by the Executive Director. City reserves the right to require the execution of a separate agreement between City and Airline for the lease and use of such space and/or ground area outside Terminal areas or to provide such service directly to Airline.

5.01.12 The installation of personal property, including furniture, furnishings, supplies, machinery, and equipment, in Airline's Exclusive Use Premises as Airline may deem necessary, useful or prudent for the operation of its Air Transportation Business ~~(; provided, however, that~~ the installation of such personal property in Airline's Preferential Use Premises shall be permitted only as provided in the Rules and Regulations and the Airport's Tenant Improvement ~~Guidelines)~~ Standards as in effect at the time. Title to any such personal property (including removable trade fixtures but excluding other fixtures and improvements to the Terminal) shall remain with Airline, subject to the provisions of this Agreement.

5.01.13 The construction of modifications, finishes, and improvements in Airline's Exclusive Use and Preferential Use Premises as Airline may deem necessary or prudent for the operation of its Air Transportation Business, subject to the provisions of Section 10.05 and the Airport's Tenant Improvement ~~Guidelines~~ Standards.

5.01.14 Airline shall have the right to ingress to and egress from the Airport and Airline Premises for Airline's officers, employees, agents, and invitees, including passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property. Such right shall be subject to 49 C.F.R. Part 1542, applicable laws, and City's right in accordance with its applicable law to establish reasonable and nondiscriminatory Rules and Regulations governing (i) access by the general public, including Airline's passengers, and (ii) access to non-public areas at the Airport by Airline's employees, suppliers of materials, and furnishers of services; provided, however, any such Rules and Regulations of City shall not unreasonably interfere with the operation of Airline's Air Transportation Business. City may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any roadway or access to the Airport, so long as a means of ingress and egress reasonably equivalent is concurrently made available to Airline. Notwithstanding the foregoing, as part of the obligations of Airline set forth in Article 12, Airline hereby releases and discharges City from any and all claims, demands, or causes of action which Airline may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

5.01.15 Subject to any applicable Rules and Regulations, nothing in this paragraph shall prohibit Airline from (i) providing food and beverages, at Airline's sole cost and expense, in its non-public Exclusive Use Premises solely for Airline's employees, (ii) installing or maintaining vending machines or ATMs in Airline's non-public Exclusive Use Premises solely for Airline's employees, the type, kind, and locations of which shall be subject to the approval of the Executive Director, (iii) providing under a separate agreement with City for its own flight kitchen for catering services to its passengers and crews for consumption aboard aircraft, (iv) installing or maintaining ATMs in a "VIP room" or similar private club at the Airport, the type, kind, and locations of which shall be subject to the approval of the Executive Director, or (v) providing food and beverages in a "VIP room" or similar private club at the Airport, provided, however, that if Airline sells food or beverages at the Airport, Airline shall (a) purchase all alcoholic beverages or other beverages and any related food service items from an Airport concessionaire or (b) pay a concession fee related to the sale of all alcoholic beverages or other beverages and any related food service items so sold (such concession fee shall be equal to the concession fee(s) for related items sold by vendors in the other areas of the Terminal). Airline shall not sell food and beverages or engage in revenue-generating concession activities of any kind in Airline's public premises, including but not limited to any Gates; provided, however, that in the event of a flight delay or cancellation, Airline may at no cost provide food and beverages that would have been available on the flight to inconvenienced passengers.



5.01.16 Subject to the prior written approval of the Executive Director as to compliance with the décor and signing scheme for the Terminal, Airline shall have the right to install such identifying signs in Preferential or Exclusive Use Premises as it may deem necessary for the operation of Airline's Air Transportation Business. No advertising or promotional signs or posters that are visible to persons in any Public Space in the Terminal or at the Airport shall be installed or placed by Airline except with the prior written approval of the City.

5.01.17 The rights and privileges granted to Airline pursuant to this Article 5 may be exercised on behalf of Airline by other Signatory Airlines or contractors authorized by City to provide such services at the Airport, subject to the prior written approval of City and further subject to all laws, rules, regulations, fees and charges and the terms ~~hereof~~ of this Agreement as may be applicable to the activities undertaken.

5.01.18 Airline may exercise on behalf of any other ~~Air Transportation Company~~ Passenger Carrier having an operating agreement or permit with City any of the rights granted to Airline herein, so long as Airline is concurrently exercising those same rights in the operation of Airline's own Air Transportation Business at the Airport, subject to the provisions ~~hereof~~ of this Agreement.

5.01.19 Airline may only enter into agreements providing for pay telephones or ~~internet~~ Internet or wireless access for the public in its airline clubs and VIP rooms. The provision of any wireless access shall be preapproved by the Executive Director in accordance with the Rules and Regulations and shall not have any adverse impact on the operation of wireless access provided by the City or any systems for communications or the transmission of intelligence at the Airport. Airline shall not enter into any agreements providing for pay telephones or wireless or internet access for the public anywhere else within the Airport; provided, however, that nothing in this Agreement shall prevent Airline from providing wireless or internet access aboard Airline's aircraft.

## 5.02 *Exclusions and Reservations.*

5.02.1 Nothing in this Article 5 shall be construed as authorizing Airline to conduct any business separate and apart from the conduct of its Air Transportation Business.

5.02.2 Airline shall not, by action or failure to act, knowingly interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at the Airport.

5.02.3 Airline shall not engage in any activity prohibited by City's approved FAR Part 150 Noise Compatibility Study and Preferential Runway Use Program as amended or supplemented from time to time in accordance with applicable law.

5.02.4 As soon as possible after release from proper authorities, Airline shall remove any of its disabled aircraft from the Airfield or Terminal Aircraft Aprons, shall place any such disabled aircraft only in such storage areas as may be reasonably designated by the Executive Director, and shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by City. In the event Airline shall fail to remove any of its disabled aircraft as expeditiously as possible, City may, but shall not be obligated to, cause the removal of such disabled aircraft. Airline shall pay to City, upon receipt of an invoice, the costs incurred for such removal

plus fifteen percent (15%). Nonpayment of such invoice shall be deemed a default of this Agreement pursuant to Article 13.

5.02.5 Airline shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If Airline shall do or permit to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, which act or failure, in and of itself, causes an increase in City's insurance premiums, Airline shall immediately remedy such actions and/or pay the increase in premiums, upon notice from City to do so.

5.02.6 Airline shall not maintain or operate in the Terminal or elsewhere at the Airport for the purpose of selling retail items, food and beverages to the public or to Airline's employees and passengers a retail establishment or a cafeteria, restaurant, bar or cocktail lounge, except as may be permitted under Section 5.01.15 above.

5.02.7 City may, at its sole option, install or cause to be installed advertising and revenue generating devices, including vending machines, in Common Use and Preferential Use Premises; provided, however, that to the extent permitted by law City shall not install or cause to be installed advertising for Airline's direct competitors in Airline's Preferential Use Premises. Airline shall purchase all advertising for any product or service other than air service arriving at or departing from the Airport from the Airport's advertising concessionaire. City may, at its sole option, install pay telephones or ~~internet~~[Internet](#) access in any part of the Terminal excluding airline clubs and VIP rooms. City shall be entitled to reasonable access upon Airline Premises to install or service such telephones, ~~internet~~[Internet](#) access and devices. Income generated by such telephones, ~~internet~~[Internet](#) access and devices shall be accounted for in the same manner as other non-airline Revenues of the Airport.

5.02.8 Airline shall not dispose of nor permit any other person to dispose of any waste material into the sanitary or storm sewers at the Airport or elsewhere, whether liquid or solid, unless such waste materials or products are first properly treated or otherwise disposed of in compliance with applicable Environmental Laws. Nothing herein shall prohibit Airline from disposing of human waste taken from its aircraft in proper designated sanitary sewer facilities.

5.02.9 Except as otherwise provided in Section 5.01.15 above, Airline shall not install or operate amusement machines or vending machines.

5.02.10 Airline shall not disturb any asbestos at the Airport without first obtaining all permits and approvals as required by applicable Environmental Laws or by the City. City shall make available to Airline upon request any surveys, reports, plans, or other documentation regarding the presence or management of asbestos in areas of Airline's operations.

5.02.11 Airline shall not stack aircraft beyond the bounds of any leased Terminal Aircraft Apron without the written consent of SLCDA.

5.02.12 The rights and privileges granted Airline pursuant to this Article 5 shall be subject to any and all reasonable and nondiscriminatory Rules and Regulations established by City, as such Rules and Regulations may be amended from time to time in accordance with Section 18.07

and to the provisions of this Agreement. Airline covenants and agrees that it will not violate or permit its agents, contractors or employees to violate any such Rules and Regulations. City may prescribe civil penalties and injunctive remedies for violations of any Rules and Regulations, and the same may be applied to Airline for violations of Airline's agents, contractors or employees.

5.02.13 Notwithstanding anything set forth herein to the contrary, City shall be entitled to reasonable access upon Airline Premises to enforce the terms ~~hereof~~of this Agreement and to review Airline's operations upon reasonable notice during the Term.

5.02.14 Airline acknowledges and agrees that Shared Use Equipment may be used in all Common Use Premises, except as otherwise provided herein.

5.02.15 Any and all rights and privileges not specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to City.

### 5.03 *Affiliates.*

5.03.1 For purposes of this Agreement, a Signatory Airline may designate one or more Affiliates.

5.03.2 Airline may designate another ~~Air Transportation Company~~Passenger Carrier as an Affiliate by submitting to the City the designation form attached as Exhibit D-1 with sufficient documentation to demonstrate to the satisfaction of the Executive Director that the conditions for designating the Affiliate have been met. The designation of an Affiliate shall become effective upon receipt by City of the designation in the form of Exhibit D-1 and the Operating Agreement signed by the Affiliate. The designation shall remain in effect for so long as the conditions for designating the Affiliate continue to be met and until Airline withdraws its designation of the Affiliate by submitting to City the withdrawal of designation form attached as Exhibit D-~~2~~2. A withdrawal of designation of an Affiliate shall become effective on the last day of the calendar month following at least 15 (fifteen) days from receipt by City of the withdrawal of designation in the form of Exhibit D-~~2~~2.

5.03.3 If Airline designates one or more other ~~Air Transportation Companies~~Passenger Carriers as its Affiliate, Airline shall either pay directly to City or be the financial guarantor of all rentals and charges due from Airline's Affiliates at the Airport while they are operating as Airline's Affiliates, including without limitation Landing Fees and Terminal Rents, and Airline shall either provide directly to City or ensure that its Affiliates promptly provide to City all information required hereunder with respect to each Affiliate's operations at the Airport on behalf of Airline.

5.03.4 For so long as Airline is a Signatory Airline and the conditions of this Section 5.03 are satisfied, each of Airline's Affiliates shall be treated as if it were Airline for purposes of Article 7, Article 8 and Article 10 of this Agreement, including without limitation such Affiliate (a) shall be charged at the same Landing Fee rates as Airline without payment of any Non-Signatory Airline premiums; (b) shall participate in any year-end or other reconciliation process whereby Signatory Airlines share in excess revenues or true-up of projected against actual costs (the amounts owing to or from such Affiliate in accordance with such reconciliations shall be payable by or to Airline rather than Affiliate if so directed by Airline); and (c) shall not be counted as a separate ~~Air Transportation Company~~Passenger Carrier from Airline for purposes of allocating the per capita

portion of any “20/80” type cost allocation formula. The passengers of each Affiliate shall be counted as Enplaned Passengers of each related Signatory Airline for purposes of any enplanement-based portion of any “20/80” type cost allocation formula, but only when the Affiliate is acting as an Affiliate of a particular Signatory Airline.

5.03.5 If Airline properly designates another ~~Air—Transportation Company~~Passenger Carrier as its Affiliate and delivers the Operating Agreement signed by such Affiliate by ~~August 31, 2010,~~July 1, 2014, and the conditions of Section 5.03.4 are otherwise satisfied, such Affiliate shall be treated as if it were the Airline, as provided in Section 5.03.4, as of the Effective Date of this Agreement. If, however, the designation of such Affiliate or the delivery of its signed Operating Agreement occurs on or after ~~September~~July 1, 2010, 2014, such Affiliate shall only be treated as if it were the Airline, as provided in Section 5.03.4, only from and after the designation of the Affiliate and delivery of the Affiliate’s signed Operating Agreement.

5.04 *Airline Termination Rights.* Airline shall have the option to terminate this Agreement upon occurrence of any of the following events, such option to be exercised by notice in writing mailed to City while such event continues and not thereafter:

5.04.1 The issuance of any order, rule or regulation by the DOT, the TSA, the FAA, its or their successor federal agencies, or other competent governmental authority, state or federal, or the issuance by any court of competent jurisdiction of an injunction, materially and substantially restricting for a period of at least ninety (90) days the use of the Airport for scheduled air transportation; provided that none of the foregoing has been initiated, caused or contributed to by Airline.

5.04.2 The suspension or revocation of the operating certificate for the Airport that continues for a period of at least ninety (90) days.

5.04.3 The material and substantial restriction of City’s operation of the Airport by action of the United States Government or any authorized agency thereof under its wartime or emergency powers and the continuance thereof for a period of not less than ninety (90) days.

## **Article 6 Operation And Maintenance Of The Airport**

6.01 *Designation of Operation and Maintenance Responsibilities.* In addition to the obligations of Airline and City set forth in this Article 6, responsibilities for maintenance, cleaning, and operation of the Airport shall be as set forth in Exhibit E, ~~attached hereto and made a part hereof.~~

### 6.02 ~~6.02~~—*City Obligations.*

6.02.1 City shall, with reasonable diligence, prudently develop, improve, and at all times maintain and operate the Airport in a manner consistent with airports of similar size with qualified personnel and keep the Airport in an orderly, clean, neat and sanitary condition and good repair, unless such maintenance, operation, or repair shall be Airline's obligation pursuant to Section 6.03 and the Maintenance Matrix attached as Exhibit E ~~hereto.~~

6.02.2 City shall, to the extent it is legally able so to do, use reasonable efforts to keep the Airport and its aerial approaches free from ground obstruction for the safe and proper use thereof by Airline.

6.02.3 City shall provide facilities for and the delivery of heating and air conditioning to those areas of the Terminal presently having facilities for the same and to such additional areas as may be agreed upon by the parties from time to time and permitted by appropriate authority. City shall also provide electricity for illumination and shall replace lamps where appropriate in the Airport other than in the Exclusive Use Premises, which shall be the responsibility of Airline. Finally, City shall provide water and sanitary sewer connections to those areas of the Terminal presently having facilities for the same and to such additional areas as may be agreed upon by the parties from time to time. Water and sanitary sewer connections are for normal domestic usage. In the event Airline requires water for commercial or maintenance purposes, the same may be furnished to and paid for by Airline as mutually agreed upon by Airline and City. Responsibility for specific maintenance and operating expenses will be managed in accordance with specifications detailed at Exhibit E.

6.02.4 Notwithstanding the foregoing, as part of the obligations of Airline set forth in Article 12, Airline hereby releases and discharges City from any and all claims, demands, or causes of action which Airline may now or at any time hereafter have arising or alleged to arise out of City's failure to furnish all or any of such services to be provided in accordance with this Section 6.02 and Exhibit E.

6.02.5 City shall maintain (i) loading bridges owned by City; (ii) preconditioned air systems owned by City; (iii) associated 400 Hertz units owned by City; (iv) baggage conveyors and baggage handling systems owned by City; (v) potable water units associated with all loading bridges; and (v) other systems that may be acquired by City in the future.

6.02.6 City shall, in the operation of the Airport, comply with all applicable local, state and federal laws, rules and regulations.

6.02.7 City shall use reasonable efforts to manage and control the growth of ~~operation and maintenance expenses for the Airport.~~ Operating Expenses for the Airport; Airline acknowledges, however, that City cannot control all of its Operating Expenses; City's Operating Expenses for the Airport may rise in conjunction with the construction of The Project and after The Project's DBO; and from time to time City may incur substantial unexpected short-term Operating Expenses.

6.03 ~~6.03~~ *Airline Obligations.*

6.03.1 Notwithstanding anything set forth herein to the contrary, Airline shall keep its Exclusive Use Premises in an orderly, clean, neat and sanitary condition and shall be responsible for the repair and maintenance thereof.

6.03.2 In addition, Airline shall keep all of its Airline Premises free of debris and in an orderly condition; provided, however, this requirement shall not be construed to mean Airline shall have those janitorial or other responsibilities designated to be those of City pursuant to Section 6.02 above and Exhibit E.

6.03.3 Airline shall keep, at its own expense, the Terminal Aircraft Aprons and Cargo Aircraft Aprons free of fuel, oil, debris and other foreign objects during Airline's use thereof.

6.03.4 Notwithstanding anything set forth herein to the contrary, Airline shall operate and maintain, at its own expense, any improvements and/or equipment installed by Airline or City for the exclusive use of Airline, except as the City otherwise agrees.

6.03.5 If Airline fails to perform its material obligations hereunder, City shall have the right to perform such activities and to enter the Airline Premises as required to do so; provided, however, other than in a case of emergency, City shall give Airline reasonable advance written notice of non-compliance, not to exceed ten (10) days, prior to the exercise of this right. If such right is exercised, Airline shall pay City, upon receipt of invoice, the cost of such services plus fifteen percent (15%). Nonpayment of such invoice shall be deemed a default of this Agreement, pursuant to Article 13.

6.03.6 Airline shall keep current its flight information on the multi-user flight information display system (“MUFIDS”), the gate information display system (“GIDS”) and other information display systems at the Airport ~~current~~ in the manner that best suits Airline’s operations. At the request of Airline, City shall provide a computer connection to Airline so that Airline can access and update this system.

6.03.7 Airline shall provide written notice to SLCDA of any service providers, agents or contractors who will be providing services to Airline at the Airport. All such service providers, agents or contractors must comply with the Rules and Regulations, and Airline shall ensure that its service providers, agents or contractors obtain a permit from SLCDA before providing any services to Airline at the Airport.

## **Article 7 Assignment And Use Of Gates, Ticket Counters And Other Areas**

7.01 *No Exclusive Use Gates or Ticket Counters.* All Gates and Ticket Counters within the Terminal will be for either Common Use or Preferential Use in accordance with the terms of this Article. The allocation of Common Use Gates, Preferential Use Gates, Common Use Ticket Counters and Preferential Use Ticket Counters for the Term of this Agreement is shown on Exhibit A ~~attached hereto~~. Airline’s use of all Gates and Ticket Counters shall at all times be subject to the Rules and Regulations, which may be amended from time to time in accordance with Section 18.07 after consultation with the Signatory Airlines.

7.02 *City Scheduling Rights at Preferential Use Gates and Ticket Counters.* ~~The~~ City shall have the right, upon reasonable notice to Airline, to schedule at a Preferential Use Gate or Ticket Counter arrivals and departures by a Requesting Airline at all periods of time other than Airline’s Periods of Use of that Preferential Use Gate or Ticket Counter. In accommodating City in its right to schedule such operations, Airline shall allow and provide for use of its facilities or equipment, not including ground service equipment or other proprietary equipment, at the Preferential Use Gate or Ticket Counter or permit use of City equipment and podiums as may be required for the efficient use of the Preferential Use Gate or Ticket Counter by a Requesting Airline. ~~The~~ City shall consider the availability of Common Use Gates and Ticket Counters before scheduling Requesting Airline arrivals and departures at any Preferential Use Gates and Ticket Counters. If City determines that a Requesting Airline’s arrivals or departures need to be accommodated at any Preferential Use Gates and Ticket Counters, City may consider the need for hub connectivity and operational efficiency in selecting the specific Preferential Use Gates and Ticket Counters where accommodation will be required. Notwithstanding the foregoing and any other provision of this Article 7, City shall have the right, upon reasonable notice to Airline, to accommodate at a



Preferential Use Gate or Ticket Counter arrivals and departures by a Requesting Airline if Airline is not utilizing the Preferential Use Gate or Ticket Counter during the Period of Use for a Scheduled Operation. If an arrival or departure of Airline that would have utilized one of Airline's Preferential Use Gates or Ticket Counters is early or late and Airline is prevented from utilizing any of its Preferential Use Gates or Ticket Counters because they are already being utilized by Requesting Airlines, City shall, whenever possible, accommodate Airline's arrival or departure on a Common Use Gate or Ticket Counter at no additional charge to Airline.

7.03 *Accommodation Charges for Preferential Use Gates and Ticket Counters.* Any Requesting Airline that is accommodated at any of Airline's Preferential Use Gates or Ticket Counters shall be required to pay City the same charges for use of the Gate or Ticket Counter that it would have been required to pay for use of a Common Use Gate or Ticket Counter. ~~The~~ as provided in Sections 8.03.5 and 8.03.6. City shall provide a credit to Airline for the full amount of any such Gate-use or Ticket Counter-use payments the City receives from Requesting Airlines that are accommodated at any of Airline's Preferential Use Gates or Ticket Counters. As a condition of accommodation on any of Airline's Preferential Use Gates or Ticket Counters, the Requesting Airline shall pay all reasonable towing, Remain Overnight (RON) fees and other charges related to the accommodations that are assessed by Airline.

7.04 *Gate and Ticket Counter Accommodation Conditions.* As a condition of accommodation on any of Airline's Preferential Use Gates and Ticket Counters, the Requesting Airline shall have executed an agreement that is substantially in the form of this Agreement or an Operating Agreement, as applicable, through which the Requesting Airline is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth herein. These insurance and indemnification obligations shall inure to the benefit of the Airline as a third-party beneficiary for any period of accommodation, and Airline shall not be required to accommodate a Requesting Airline at its Preferential Use Gates or Ticket Counters if the Requesting Airline's insurance and indemnification obligations are not satisfied.

7.05 *City's Control of Common Use Gates and Ticket Counters.* ~~The~~ City shall retain exclusive control of the use of all Common Use Gates and Ticket Counters.

7.06 ~~*Accommodation Charges for Common Use Gates and Ticket Counters.*~~ A Requesting Airline that is accommodated at a Common Use Gate or Ticket Counter will be charged on a per-use basis in accordance with ~~Article 8 and Exhibit B. These charges may be adjusted by the City annually at its sole discretion. Rates established for Common Use Gate charges and Common Use Ticket Counter charges are not subject to any subsequent Adjustment to Actual.~~ Sections 8.03.5 and 8.03.6.

7.07 ~~*Shared Use Gate Equipment.*~~ ~~The City reserves the right to install Shared Use Equipment for passenger processing at all Common Use and Preferential Use Gates. Notwithstanding the foregoing, City will not install Shared Use Equipment at the counter at any of Airline's Preferential Use Gates where Airline objects, in writing, no later than thirty (30) days after receiving City's notice of intent to install Shared Use Equipment; provided, however, that if Airline fails to object, City may proceed with the installation. Notwithstanding the foregoing, if Airline objects to the installation of Shared Use Equipment at the counter at any of Airline's Preferential Use Gates, City shall be entitled to install Shared Use Equipment, including an adequate computer connection, at a roll-away counter that may be used at Airline's Preferential Use Gates so that any Preferential Use Gate may be used by any Air Transportation Company at the Airport.~~ Equipment.

City reserves the right to install Shared Use Equipment at all Gates and Ticket Counters; provided, however, that other than on Concourse A, City will not install such Equipment at any of Airline's Preferential Use Gates or Preferential Use Ticket Counters unless City reasonably expects Passenger Carriers other than Airline to have Scheduled Operations at Airline's Preferential Use Gates; and further provided that City may install the information technology backbone required for Shared Use Equipment at all Gates and Ticket Counters within the new terminal premises to be constructed in The Project.

7.08 ~~7.08~~—*GSE Storage Areas.* Each Fiscal Year during the Term hereof the Executive Director shall assign GSE Storage Areas to each Signatory Airline as provided in the Rules and Regulations.

7.09 *Skycap Positions.* Each Fiscal Year during the Term hereof the Executive Director shall assign Skycap Positions to each Signatory Airline in the Executive Director's discretion.

7.10 ~~7.10~~—*Self-Service Devices.* Airline may only install proprietary Self-Service Devices for passenger processing at the Airport with the Executive Director's approval.

## **Article 8 Rates And Charges**

8.01 *Rate-Setting Methods.* The Landing Fees and Terminal Rents to be charged by City and paid by Airline and by all other Signatory Airlines for use of the Airport from the Effective Date until the expiration or earlier termination of this Agreement shall be calculated using the rate-setting methods set forth in this article. Exhibit B ~~attached to and incorporated in this Agreement displays~~ for illustrative purposes ~~is a three-year model of rates and charges with~~ an actual calculation of rates and charges for Fiscal Year ~~2011 using~~ 2015 showing the methods set forth in this article based upon currently available budget and forecast levels of Airport activity for the year. ~~This model has been prepared in good faith, but it shall not be binding on City. In its discretion, City may make changes to the model that are consistent with the provisions of this Agreement during the Term~~ In calculating rates and charges under this Agreement, City shall not include any costs for the construction, equipping, maintaining or operating any portion of a fixed guideway (or "light rail" system).

8.02 ~~8.02~~—*Landing Fee.* The Landing Fee effective July 1<sup>st</sup> of each Fiscal Year shall be determined according to the method set forth in this article.

8.02.1 *Airfield Revenue Requirement.* The City will calculate the Airfield Revenue Requirement by computing the sum of the following budgetary items for each Fiscal Year:

(a) Debt Service allocable to Airfield capital projects funded from Bonds ~~or~~, Subordinated Indebtedness or Other Indebtedness; *plus*

(b) the Coverage Amount Requirement, if any, applicable to the Debt Service amount calculated pursuant to subsection (a) above; *plus*

(c) Amortization allocable to Airfield capital projects funded from Net Remaining Revenues (excluding any amortization allocable to The Project and funded from Net Remaining Revenues), based on the economic life of each such capital project using the half year convention and including a return on the unamortized portion of each such project calculated using an interest rate set to equal ~~the average all-in cost of Bonds sold by the City during the Fiscal Year~~



~~when such project is put in service or, if no Bonds were sold, set to equal~~ comparable average borrowing costs published in the Municipal Bond Buyer Revenue Bond Index on June 30<sup>th</sup> of ~~each~~the year in which such project is put in service; *plus*

(d) the annual Operating Expenses and Capital Outlays allocable to the Airfield, excluding costs billed directly to and paid by ~~the Air~~ Transportation CompaniesCarriers; *plus*

(e) an amount equal to (i) the total deposits needed to replenish the Debt Service Reserve ~~Fund~~Funds to required levels times (ii) a fraction, the numerator of which is the total amount of Net Bond Proceeds allocable to the Airfield and the denominator of which is the total amount of Net Bond Proceeds; *plus*

~~(f) (f) — any~~ other required reserve amounts ~~necessary to fully fund the Renewal and Replacement Reserve Fund~~ allocable to the Airfield ~~and the Operation and Maintenance Reserve Fund allocable to the Airfield as provided in Section 8.10 hereof~~; *minus*

(g) Revenues allocable to the Airfield other than Landing Fees charged to Air ~~Transportation Companies that are accrued by City for the use of the Airfield~~; Carriers; (*plus or minus*)

~~(h) (h) —~~ the Adjustment-to-Actual allocable to the Airfield as calculated under Section ~~8.06~~8.06.

8.02.2 *Estimated Landed Weight.* By January 1<sup>st</sup> of each Fiscal Year, Airline will provide estimates of the forecast aggregate Maximum Gross Landed Weight for all aircraft greater than 12,500 pounds carrying passengers or cargo in commercial service that are expected to land at the Airport during the next Fiscal Year. SLCDA will provide prior notice to Airline each year during the Term requesting such estimates; provided, however, that SLCDA's failure to provide such notice shall not relieve Airline of its obligations under this Section 8.02.2.

8.02.3 *Calculation of Landing Fee.* The City will calculate the Landing Fee by dividing the Airfield Revenue Requirement by the estimated landed weight, yielding a Landing Fee to be expressed in dollars and cents per one thousand pounds in landed weight. Landing Fees will be levied upon Airline based upon the aggregate Maximum Gross Landed Weight of all Chargeable Landings for aircraft operated by Airline that land at the Airport during the year.

8.03 ~~8.03~~ *Terminal Rents.* The Terminal Rents effective July 1<sup>st</sup> of each Fiscal Year shall be determined according to the method set forth in this article.

8.03.1 *Net Terminal Revenue Requirement.* The City will calculate the aggregate Terminal Revenue Requirement by computing the sum of the following budgetary items for each Fiscal Year:

(a) Debt Service allocable to Terminal capital projects funded from Bonds ~~or~~, Subordinated Indebtedness, or Other Indebtedness; *plus*

(b) the Coverage Amount Requirement, if any, applicable to the Debt Service amount calculated pursuant to subsection (a) above; *plus*

(c) Amortization allocable to Terminal capital projects funded from Net Remaining Revenues (excluding any amortization allocable to The Project and funded from Net Remaining Revenues), based on the economic life of each such capital project using the half year convention and including a return on the unamortized portion of each such project calculated using an interest rate set to equal ~~the average all-in cost of Bonds sold by the City during the Fiscal Year when such project is put in service or, if no Bonds were sold, set to equal~~ comparable average borrowing costs published in the Municipal Bond Buyer Revenue Bond Index on June 30<sup>th</sup> ~~each year of the year in which such project is put in service~~; *plus*

(d) the annual Operating Expenses and Capital Outlays allocable to the Terminal, excluding costs billed directly to and paid by ~~the Air Transportation Companies~~ Carriers; *plus*

(e) an amount equal to (i) the total deposits needed to replenish the Debt Service Reserve ~~Fund~~ Funds to required levels times (ii) a fraction, the numerator of which is the total amount of Net Bond Proceeds allocable to the Terminal and the denominator of which is the total amount of Net Bond Proceeds; *plus*

(f) any other required reserve amounts allocable to the Terminal ; minus

(g) (f) any amounts necessary to fully fund the Renewal and Replacement Reserve Fund Revenues from Air Carriers allocable to the Terminal ~~and the Operation and Maintenance Reserve Fund allocable to the Terminal as provided in Section 8.10 hereof, including without limitation revenues from the other fees and charges described in Section 8.04, other than Terminal Rents charged to Air Carriers under this Section 8.03~~; *plus or minus*

(h) (g) the Adjustment-to-Actual allocable to the Terminal as calculated under Section 8.06.8.06.

The City will then ~~divide~~ multiply that sum by the ratio of total amount of Rentable Airline Space to total Rentable Terminal Space ~~and multiply the resulting quotient by the total square feet of Airline Premises~~ at the Airport, yielding the revenue requirement (the Net Terminal Revenue Requirement) to be met by all ~~Air Transportation Companies~~ Passenger Carriers.

8.03.2 *Distribution of the Net Terminal Revenue Requirement.* The City will distribute the aggregate Net Terminal Revenue Requirement calculated in accordance with Section 8.03.1 into two cost assignment groups: conditioned space and unconditioned space. The costs assigned to the rentable space within each of these groups shall bear the following relativities to each other on a square foot basis:

Conditioned Space	<u>(identified in Exhibit B-9)</u>	1.00
Unconditioned Space	<u>(identified in Exhibit B-9)</u>	0.50

For rate-setting purposes, the costs per square foot of rentable space in each of these two groups will be normalized so that the aggregate costs assigned to both groups will equal the Net Terminal Revenue Requirement.

8.03.3 *Charges for Exclusive Use and Preferential Use Premises.* Charges for Exclusive Use Premises and Preferential Use Premises will be levied upon Airline on a cost per square foot basis.

8.03.4 *Domestic Baggage Claim Joint Use Charges.* The City will calculate the Revenue requirement applicable to baggage claim areas serving domestic Scheduled Operations by multiplying the square footage of all such baggage claim areas by the rate for conditioned space or unconditioned space, whichever is applicable. The City will then calculate charges for the use of domestic baggage claim areas by allocating twenty percent (20%) of that Revenue requirement equally among all Airlines with scheduled domestic service and by dividing eighty percent (80%) of that Revenue requirement by the total number of enplaning passengers on domestic flights departing during the Fiscal Year to determine the domestic baggage claim charge per Deplaned Passenger. Charges for the use of domestic baggage claim areas will be levied upon Airline on the basis of the sum of its equal share of twenty percent (20%) of the Revenue requirement plus the product of the total number of enplaning passengers on domestic Scheduled Operations departing during the Fiscal Year times the per-passenger domestic baggage claim charge.

8.03.5 *Charges for Common Use Gates.* Airline shall pay a fee for use of a Common Use Gate based on the highest cost per Turn for all ~~Air Transportation Companies~~ Passenger Carriers. This per-Turn charge will be calculated by multiplying the total leased Gate space throughout the Airport by the conditioned space rate and then dividing by 365. The resulting daily rate shall be divided by the lowest scheduled number of Turns on any leased Gate, and the result shall be the Turn fee for use of a Common Use Gate. Airline shall also pay a fee for use of the jet bridge associated with the Common Use Gate based on the highest cost per Turn for all ~~Air Transportation Companies~~ Passenger Carriers. This per-Turn charge will be calculated by dividing the average monthly loading bridge maintenance cost by the lowest scheduled number of ~~turns~~ Turns on any leased Gate and adding the two-year average cost of providing power and 400Hz service to each loading bridge.

8.03.6 *Common Use Ticket Counter Charges and Bag Make-Up Charges.* Airline shall pay a fee for use of a Common Use Ticket Counter based on the sum of (a) the rentable square feet of the Ticket Counter and associated office space multiplied by the conditioned space rate, plus (b) the rentable square feet of the related bag make-up space multiplied by the conditioned space or unconditioned space rate, whichever is applicable, divided by 365 days to arrive at a daily rate for use of a Common Use Ticket Counter.

8.03.7 *Common Use Bag Claim Charges.* Airline shall pay a fee for use of a Common Use bag claim device based on the sum of (a) the square feet of bag claim area in ~~TU1 and TU2~~ the Terminal multiplied by the conditioned space rate, plus (b) the square feet of canopy in TU1 multiplied by one-half the conditioned space rate, divided by fifty percent (50%) of annual Enplaned Passengers for the previous Fiscal Year, to arrive at a rate per Enplaned Passenger.

8.03.8 *Charges for Use of the FIS Facility and International Baggage Claim Area.* Airline shall pay a fee for use of the FIS Facility and international bag claim area based on the sum of annual costs for (a) IAB utility costs, including allocated electrical expenses plus separately metered gas and water expenses, (b) triturator costs, (c) janitorial expenses using a per square foot cost basis, and (d) cost recovery of cart fees, divided by the total number of Deplaned Passengers from international flights arriving during the previous Fiscal Year, excluding pre-cleared international Deplaned Passengers, to arrive at a rate per deplaned international passenger.

8.04 *Other Fees and Charges.*

8.04.1 ~~*Charges for Use of Other Common Use Facilities.*~~ Fees shall be ~~recalculated and adjusted~~ The City shall publish annually as part of the budget process ~~or at the discretion of the Airport.~~ the following fees, calculated on a reasonable and non-discriminatory basis, in accordance with Exhibit B-20.

(a) *RON Charges.* Airline shall pay a fee for aircraft remaining overnight and parked beyond the bounds of ~~each leased~~ the Terminal Aircraft Apron ~~at fifty dollars (\$50) per night for Group I and Group II aircraft and one hundred dollars (\$100) per night for Group III aircraft and higher~~ area within Airline's Premises. The Airport Operations Duty Manager shall be responsible for performing a nightly inventory of aircraft remaining overnight.

(b) *GSE Storage Area Charges.* Airline shall pay a fee for leasing GSE Storage Areas ~~at a rate based on one hundred twenty percent (120%) of the prevailing ground rent per square foot.~~

(c) *Open Storage Area Charges.* Airline shall pay a fee for leasing Open Storage Areas.

(d) *Kiosk Charges.* Airline shall pay a fee for placing ticketing kiosks at any locations outside of Airline's Premises approved in writing by City, based on eight (8) square feet for each such kiosk multiplied by the conditioned space rate or, for grouped kiosks, a reasonable lower rate determined at the discretion of the Executive Director after consultation with Airline.

8.04.2 *Employee Parking and Badging Charges.* Airline shall pay a fee for parking and badging for employees ~~that~~ who are domiciled at the Airport, based on recovery of associated capital and operating costs, which shall be calculated annually as a part of the budget process.

8.04.3 *Stacking Charges.* When Airline stacks aircraft beyond the bounds of ~~each leased~~ the Terminal Aircraft Apron areas within Airline's Premises, which Airline may do only with the written consent of SLCDA, Airline shall pay a stacking fee ~~of fifty dollars (\$50) for Group I and Group II aircraft and one hundred dollars (\$100) for Group III and higher aircraft.~~

8.05 ~~8.05~~ *Mid-year Adjustments.*

8.05.1 If it appears to City, on the basis of information it is able to accumulate during the course of a Fiscal Year during the Term, including information pursuant to Section 8.06 of the Agreement, that the budgeted Airfield or Terminal costs or forecast landed aircraft weight or rented Terminal space it used in calculating the Landing Fees or Terminal Rents then in effect are likely to vary by more than ten percent (10%) from actual results at the Airport, or if changes in Landing Fees or Terminal Rents are required by the terms and conditions of the Master Trust Indenture ~~or~~ any Subordinated Financing Agreement or Other Indebtedness agreement, City may make adjustments to the Landing Fees or Terminal Rents (or both) at mid-year or at such other time during the Fiscal Year as the need for such an adjustment becomes apparent to City.

8.05.2 The City shall provide Airline with a minimum of thirty (30) days advance written notice of any adjustments under ~~this~~ Section 8.05.1.

8.06 *Adjustments-to-Actual.* At the end of each Fiscal Year, after all required deposits have been made into the Airport Revenue Fund, the City shall use reasonable efforts to recalculate within one hundred twenty (120) days the Landing Fees and Terminal Rents and other charges established at the inception of each Fiscal Year in accordance with the methods set forth in Sections 8.02 and 8.03.1– through 8.03.4 and on the basis of year-end audited financial statements. Any resulting Adjustment-to-Actual shall be included in the City’s budget for the ~~following~~second subsequent Fiscal Year and shall be included in the calculation of rates and charges for that year, and the City shall give the Air ~~Transportation Companies~~Carriers notice thereof. Notwithstanding the foregoing, the City may make adjustments to Landing Fees and Terminal Rents or both at mid-year or at such other time during the Fiscal Year as the need for such an adjustment becomes apparent to the City in accordance with Section 8.05. Exhibit B-11 displays an illustrative calculation of an Adjustment-to-Actual.

8.07 *Revenue Sharing.*

8.07.1 (a) Only Signatory Airlines shall be eligible to participate in revenue sharing under this Agreement and only from and after each such Signatory Airline has executed and delivered a fully executed Agreement to the City. Subject to the limitations set forth in Section 8.07.1(b), the City shall provide to the Signatory Airlines revenue sharing of one dollar (\$1) per Enplaned Passenger as determined after the calculation of any Adjustment-to-Actual for up to 10,000,000 Enplaned Passengers carried by all Signatory Airlines during each Fiscal Year. If during any Fiscal Year after 2015, the Signatory Airlines collectively carry more than 10,000,000 Enplaned Passengers, the City will increase the amount of revenue sharing per Enplaned Passenger based upon the increase, if any, in the total number of Enplaned Passengers compared to the number of Enplaned Passengers carried by the Signatory Airlines during Fiscal Year 2015; provided, however, that the increased amount of revenue sharing per Enplaned Passenger shall apply only to the number of Enplaned Passengers that exceed 10,000,000. The annual revenue sharing amount calculated in accordance with this Section 8.07.1(a) shall be referred to as the “Calculated Revenue Sharing Amount.”

~~(b) 8.07.1 Only Signatory Airlines shall be eligible to participate in revenue sharing under this Agreement and only from and after each such Signatory Airline has executed and delivered a fully executed Agreement to the City. The City shall provide to the Signatory Airlines revenue sharing of one dollar (\$1) per Enplaned Passenger as determined after the calculation of any Adjustment to Actual; provided that revenue sharing shall not exceed~~The City’s obligation to pay a revenue sharing amount to Signatory Airlines in a given Fiscal Year shall be payable solely from the Annual Adjusted Gross Revenues for Selected Concessions for such Fiscal Year. The total revenue sharing amount rebated to Signatory Airlines for a particular Fiscal Year shall not exceed the least of (i) 30% of Net Remaining Revenue in any Fiscal Year and if 30% of Net Remaining Revenue such Fiscal Year; (ii) the total amount of Annual Adjusted Gross Revenues for Selected Concessions in such Fiscal Year; and (iii) the Calculated Revenue Sharing Amount. If such revenue sharing amount in any Fiscal Year is less than one-dollar (\$1) per Enplaned Passenger the total amount of Calculated Revenue Sharing Amount determined in accordance with Section 8.07.1(a), the amount of revenue sharing per Enplaned Passenger shall be adjusted accordingly so that the total amount of revenue sharing payable from Annual Gross Revenues for Selected Concessions for a particular Fiscal Year does not exceed the least of (i) 30% of Net Remaining Revenue in such Fiscal Year and (ii) the total amount of Annual Adjusted Gross Revenues for Selected Concessions in such Fiscal Year. For each applicable Fiscal Year, revenue sharing shall be applied as a credit to invoices for Landing Fees and Terminal Rents and shall be distributed

uniformly on a monthly basis. ~~Airline may specify the proportional application of any revenue sharing credit to Landing Fees and Terminal Rents through prior written notice to City; provided, however, that City shall be entitled to apply any such credit in its sole discretion in the absence of a specification from Airline.~~ By January 1<sup>st</sup> of each Fiscal Year, the Signatory Airlines, including Airline, ~~will~~shall provide estimates of their forecast Enplaned Passenger activity at the Airport during the next Fiscal Year. The number of Enplaned Passengers used for purposes of calculating revenue sharing hereunder shall be based on ninety-five percent (95%) of the forecast Enplaned Passenger activity provided by the Signatory Airlines, and the City shall reconcile the forecast figures with actual Enplaned Passengers for each Fiscal Year. SLCDA will provide prior notice to Airline each year during the Term requesting estimates of forecast Enplaned Passenger activity; provided, however, that SLCDA's failure to provide such notice shall not relieve Airline of its obligations under this Section 8.07.1.

8.07.2 City and Airline acknowledge that it will take some time to develop sound forecasts of Enplaned Passengers for the purposes of calculating revenue sharing hereunder for any new Signatory Airline at the Airport. Notwithstanding anything set forth herein to the contrary, the number of Enplaned Passengers for any Signatory Airline that has not been a Non-Signatory Airline or Signatory Airline for a full Fiscal Year at the Airport shall be based on an estimate that is derived by SLCDA from schedules published in the OAG or any successor publication, with fifty percent (50%) of the estimated Enplaned Passengers used to calculate the revenue sharing credit mentioned above for the new Signatory Airline. At the end of the first full Fiscal Year, revenue sharing for that year shall be recalculated based on the actual number of Enplaned Passengers for the new Signatory Airline, and any revenue sharing that is due to the new Signatory Airline based on the formula set forth above shall be applied as a credit to invoices for ~~Landing Fees and~~ Terminal Rents in the new Fiscal Year and shall be distributed uniformly on a monthly basis.

8.07.3 ~~A sample~~Exhibit B-13 displays illustrative revenue sharing ~~calculation is shown for illustrative purposes only in Exhibit B~~calculations.

#### 8.08 Activity Reports.

##### 8.08.1 Information to be supplied by Airline.

(a) Not later than the 10th day of each month, Airline and its Affiliates shall file with City separate written reports ("Activity Reports") on forms provided by City and included as samples in Exhibit F ~~attached to this Agreement~~ (or forms substantially similar thereto) for activity conducted by Airline during said month and for activity handled by Airline for each Air ~~Transportation Company~~Carrier not having an agreement with City providing for its own submission of activity data to City. Such Activity Reports shall include, but not be limited to, operations data; Enplaned Passengers; Deplaned Passengers; connecting passengers; non-revenue enplaned passengers, and pounds of cargo, mail, and express shipments. City shall have the right to rely on said Activity Reports in determining rentals and charges due hereunder. Airline shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate Activity Reports shall be subject to interest charges as set forth in Section 9.04. City's assessment of such interest charges shall be in addition to any other remedies that City may have in law or in equity, including termination and revocation of this Agreement and all rights and privileges granted herein.



(b) Airline shall at all times maintain and keep records reflecting the activity statistics of Airline's activities at the Airport to be reported pursuant to Section 8.08.1(a). Such records shall be retained by Airline for a period of four (4) years subsequent to the activities reported therein, or such other retention period as set forth in applicable Federal Aviation Regulations, and upon prior written notice to Airline shall be made available, at no cost to City, at Salt Lake City, Utah for audit and/or examination by City or its duly authorized representative during all normal business hours. Airline shall produce such books and records within thirty (30) calendar days of City's notice to do so or pay all reasonable expenses, including but not limited to transportation, food, and lodging, necessary for an auditor selected by City to audit said books and records.

(c) The cost of an audit, with the exception of the aforementioned expenses, shall be borne by City; provided, however, the total cost of said audit shall be borne by Airline if either or both of the following conditions exist:

(i) The audit reveals an underpayment of more than one percent (1%) of rentals, fees, and charges due on an annual basis hereunder, as determined by said audit; or

(ii) Airline has failed to maintain true and complete records in accordance with Section 8.08.1(b).

(d) City may elect to collect Airport activity information using an electronic reporting system rather than the system that is described above. If City elects to utilize such a system during the Term of this Agreement, Airline shall make every reasonable effort to comply with the reporting requirements applicable thereto. Airline shall continue to provide Activity Reports as described above until such time as Airline commences use of any such electronic reporting system as implemented by City.

#### 8.09 *Budget Consultation.*

8.09.1 *Landing Fees and Terminal Rents.* No later than March 15th of each year during the Term, City shall consult with the Signatory Airlines to discuss the proposed revised Landing Fees and Terminal Rents. In connection with this consultation, City shall provide to Airline the calculations City has made in determining the revised charges with reasonable supporting documentation. The City's obligation to consult with Airline shall not limit in any way City's rate-setting powers under this Agreement or otherwise cause any delay in the effectiveness of revised charges. No later than June 10<sup>th</sup> of each year during the Term, City shall notify Airline of the actual Landing Fees and Terminal Rents it will charge for the next Fiscal Year, effective July 1.

8.09.2 *Renewal and Replacement Costs.* As part of its budgeting and rate-setting process, City shall determine the annual Renewal and Replacement Costs (including the Renewal and Replacement Costs that are the subject of Sections 8.02.1(f) and 8.03.1(f) above). City shall include descriptions of renewal and replacement projects with the revised Landing Fee and Terminal Rent disclosure described in Section 8.09.1. As part of the consultation process described in that section, City agrees to fully consider the comments and recommendations of the Signatory Airlines prior to finalizing the allowance for renewal and replacement for the ensuing Fiscal Year.

8.10 *Renewal and Replacement Reserve Fund* ~~and~~ *Operation and Maintenance Reserve Fund* and Debt Service Reserve Funds.

8.10.1 The “Renewal and Replacement Reserve Fund” shall be ~~a fund~~funded in an amount equal to or greater than \$5 million (or such other amount as mutually agreed by the City and the Signatory Airlines) that is maintained by the City. The Renewal and Replacement Reserve Fund shall be used to pay for unanticipated or emergency replacements and repairs to the Airport, and any interest earned on the Renewal and Replacement Reserve Fund will be deposited into the Airport Revenue Fund.

8.10.2 The “Operation and Maintenance Reserve Fund” shall be ~~a fund~~funded in an amount equal to one-sixth of the annual Operation and Maintenance Budget for the Airport. The Operation and Maintenance Reserve Fund shall be used to pay for Operating ~~and Maintenance Costs~~Expenses at the Airport, as described in the Master Trust Indenture, and any interest earned on the Operation and Maintenance Reserve Fund will be deposited into the Airport Revenue Fund.

8.10.3 The ~~Renewal and Replacement Reserve Fund and Operation and Maintenance Reserve Fund shall be fully funded by the City upon the execution of this Agreement using surplus funds for the Airport.~~“Debt Service Reserve Funds” shall be funded in amounts sufficient to meet the debt service reserve requirements established at the time of issuance of a particular series of Bonds, Subordinated Indebtedness or Other Indebtedness.

8.10.4 As part of its budgeting and annual rate-setting process, City shall determine the amounts necessary to ensure that the Renewal and Replacement Reserve Fund ~~and~~, the Operation and Maintenance Reserve Fund and the Debt Service Reserve Funds all remain fully funded, and the City shall raise both the Terminal Revenue Requirement and the Airfield Revenue Requirement as necessary to ensure such funding.

8.11 *Extraordinary Coverage Protection.* Airline acknowledges that in order to satisfy the Coverage Amount Requirement for Debt Service on Bonds and Subordinated Indebtedness, Airline shall be required to make extraordinary coverage protection payments in addition to the Landing Fees and Terminal Rents otherwise established by this Article 8 in any Fiscal Year in which the amount of Revenues less Operating Expenses is ~~estimated~~forecasted to be less than the sum of the Debt Service plus the Coverage Amount Requirement applicable thereto. Any amounts that must be collected for such extraordinary coverage protection payments shall be allocated in a fair and not unjustly discriminatory manner to the Airfield Revenue Requirement or the Terminal Revenue Requirement or both in the reasonable discretion of the Executive Director.

## **Article 9 Payments**

9.01 *Terminal Rent.* Payments of one-twelfth (1/12) of the total annual Terminal Rent for Airline's Preferential Use and Exclusive Use Premises shall be due in advance, without demand or invoice, on the twentieth (20<sup>th</sup>) day of ~~each~~the preceding month. Said Terminal Rent shall be deemed delinquent if payment is not received by the first (1<sup>st</sup>) day of the ~~following~~month for which rent is owed. With the written approval of the Executive Director, in the Executive Director's sole discretion, Airline may submit payments of Terminal Rent in accordance with a written payment plan to be proposed by Airline.

9.02 *Landing Fees.* Payment of Airline's Landing Fees shall be due in arrears on the twentieth (20<sup>th</sup>) day of each month and shall be deemed delinquent if not received by the first (1<sup>st</sup>) day of the following month.



9.03 ~~9.03~~ *Other Fees and Charges.* Payment for all other fees and charges due hereunder shall be due as of the due date stated on City's invoice. Said fees and charges shall be deemed delinquent if payment is not received within thirty (30) days of the stated date of such invoice.

9.04 *Payment Delinquencies.* City shall provide notice of any and all payment delinquencies, including payments of any deficiencies which may be due as a result of City's estimates of activity pursuant to Section 9.05 below or due to an audit performed pursuant to Section 8.08.1(b) ~~herein~~; provided, however, interest at the rate of eighteen percent (18%) per annum shall accrue against any and all delinquent payment(s) from the due date until the date payments are received by City. This provision shall not preclude City from canceling this Agreement for default in the payment of rentals, fees, or charges, as provided for in Article 13 ~~hereof~~, or from exercising any other rights contained herein or provided by law.

9.05 *Estimates.* In the event Airline fails to submit its monthly Activity Reports as required in Section 8.08.1, City shall estimate the rentals, fees, and charges due from Airline based upon the highest month of the previous twelve (12) month's activity reported by Airline and issue an invoice to Airline for same. If no activity data is available, City shall reasonably estimate such activity and invoice Airline for same. Airline shall be liable for any deficiencies in payments based on estimates made under this provision; payment for said deficiencies shall be deemed due as of the date such rental fee or charge was due and payable. If such estimate results in an overpayment by Airline, City shall apply such overpayment as a credit against subsequent amounts due for such rentals, fees, and charges from Airline; provided, however, Airline shall not be entitled to any credit for interest on payments of such estimated amounts.

9.06 *Proration.* In the event Airline's obligations with respect to Airline Premises or any rights, licenses, or privileges granted hereunder shall commence or terminate on any date other than the first or last day of the month, Airline's rentals, fees, and charges shall be prorated on the basis of the number of days such premises, facilities, rights, licenses, services, or privileges were enjoyed during that month.

~~9.07 *Transition Billing.* Airline acknowledges that City is adopting new methods for calculating rates and charges under this Agreement, and Airline and City agree that, if necessary, City may bill Airline for rates and charges calculated pursuant to the City's Airline Use Agreement in effect on the date hereof until City implements the new methods for calculating rates and charges hereunder. Once City implements the new methods for calculating rates and charges under this Agreement, City shall use those methods to calculate rates and charges due from the beginning of the Term of this Agreement, and any rates and charges paid by Airline during the Term calculated pursuant to the City's Airline Use Agreement in effect on the date hereof shall be duly credited to Airline hereunder.~~

9.07 ~~9.08~~ *Payment Process.* All payments due and payable hereunder shall be paid in lawful money of the United States of America, without deduction or set off, by wire transfer ~~to~~ or if there is good cause for not making a wire transfer, by check made payable to City and delivered to the addresses shown on Exhibit I. Upon ninety (90) days written notice to Airline, City may change the addresses to which payments due and payable hereunder must be sent by Airline.

Zion's Bank, Routing No. 124000054

~~For Terminal Rent, Landing Fees, and Other Airport Fees and Charges:~~

~~Zion's Bank  
Salt Lake City Corp  
Salt Lake City Department of Airports  
Airport Revenues Attn Jay Bingham  
PO Box 145550  
Salt Lake City, UT 84114-5550  
Revenue Acct No. 013600002~~

~~For Passenger Facility Charges:~~

~~Zion's Bank  
Salt Lake City Corp.  
Salt Lake City Department of Airports  
PFC Account Attn Jay Bingham  
PO Box 145550  
Salt Lake City, UT 84114-5550  
PFC Acct No. 013104013~~

~~or, if there is good cause for not making a wire transfer, by check made payable to City and delivered to:~~

~~\_\_\_\_\_Accounts Receivable  
\_\_\_\_\_Finance Department  
\_\_\_\_\_P.O. Box 145550  
\_\_\_\_\_Salt Lake City, Utah 84114-5550.~~

9.08 ~~9.09~~ *Payment Acceptance.* The acceptance by City of any payments hereunder shall not preclude City from verifying the accuracy of any reports submitted by Airline to City or recovering from Airline any additional payments to City that are actually due.

### Article 10~~Article 10~~— **Capital Investments**

10.01 *Need for Capital Investments.* ~~The parties hereto recognize that~~ Airline acknowledges that substantial Capital Investments to preserve, protect, enhance, expand, ~~or~~ and otherwise improve the Airport, ~~or part thereof~~, will be required during the Term of this Agreement. ~~A three~~ The current 10-year capital improvement plan (“CIP”) for Capital Investments that are planned for the Airport, ~~including without limitation Capital Investments that may be made during the term of this Agreement,~~ is attached ~~hereto~~ as Exhibit G. The Project is included in the CIP and shall be deemed to be pre-approved and exempt from the requirements of Section 10.02 except as provided in Section 10.06 with respect to The Project. This CIP has been prepared in good faith, but it shall not be binding on SLCDA or the City except as provided in Section 10.06 with respect to The Project. The City may make changes to the CIP in its discretion and, subject to the terms of this Article 10, the City reserves the right to make the Capital Investments listed on the CIP during the term of this Agreement. The City shall submit to the Signatory Airlines a proposed budget for Capital Investment each Fiscal Year, and the City shall consider all comments and suggestions that are timely made by the Signatory Airlines prior to the adoption of the final budget.

10.02 *Capital Investment Subject to Signatory Airline Consideration.* No costs or amortization of costs of Capital Investments shall be charged to Airline in its Landing Fees or Terminal Rents for any new Capital Investments made by City after June 30, ~~2010~~2014 in the Airfield Cost and Revenue Center or in the Terminal Cost and Revenue Center unless at least one of the Signatory Airlines has approved such new Capital Investments. Further, notwithstanding the definition of Rentable Terminal Space in Article 1 of this Agreement, no space created by any such new Capital Investments in the Terminal on which Investment Service is not charged shall be counted as Rentable Terminal Space. In the event City decides to make a new Capital Investment in one of such centers (Airfield or Terminal), City and representatives of the Signatory Airlines shall meet to discuss to what extent, if any, the methods of amortizing and allocating Investment Service and determining Rentable Terminal Space provided for in this Agreement shall be changed for the purpose of calculating the charge to Airline for Investment Service resulting from such new Capital Investment.

10.03 *Capital Investment Not Subject to Signatory Airline Consideration.* Notwithstanding anything set forth in this Agreement to the contrary, the following Capital Investment may be undertaken by City at any time and shall not be subject to consideration by the Signatory Airlines:

10.03.1 Projects mandated by the FAA, DOT, TSA, or similar governmental authority, other than City, having jurisdiction over the Airport.

10.03.2 Projects to repair casualty damage to Airport property that must be rebuilt or replaced in order for City to meet its obligations pursuant to this Agreement, the Master Trust Indenture, or agreements with other lessees at the Airport.

10.03.3 Projects undertaken in Cost and Revenue Centers other than the Airfield Cost and Revenue Center and the Terminal Cost and Revenue Center.

10.03.4 Reasonable repairs, rebuilding, improvements or additions, including the associated costs therefor, necessary to comply with this Agreement or applicable law or to settle lawful claims, satisfy judgments, or comply with judicial orders against City by reason of its ownership, operation, maintenance or use of the Airport.

10.03.5 Expenditures of an emergency nature which, if not made within forty-eight (48) hours, would result in the closing of any portion of the Airport.

10.03.6 Projects funded directly or indirectly by PFCs, CFCs or grants; provided, however, that this provision shall not be interpreted as a waiver of Airline's consultation rights under 49 U.S.C. § 40117 or 14 C.F.R. Part 158 as such statute and regulation currently exist or may be amended.

10.03.7 Projects that are undertaken to satisfy the ~~increased~~specific requirements of any Signatory Airline so long as such Signatory Airline agrees to pay all increased rentals, fees, charges and operating and maintenance costs that are sufficient to cover the annual debt service and operating and maintenance costs associated with the project.

10.03.8 Projects related to special purpose facilities for which the user agrees to pay or reimburse the Airport.

10.04 *Financing.* City may issue Bonds, Subordinated Indebtedness, or Other Indebtedness to finance any Capital Investment permitted by this Article 10.

10.05 ~~10.05~~—*Alterations and Improvements by Airline.*

10.05.1 Except as expressly provided herein and in accordance with the Airport's Tenant Improvement ~~Guidelines~~Standards, Airline shall make no alterations, additions, improvements to, or installations in the Airline Premises, including without limitation the installation of any cabling, without the prior written approval of the Executive Director.

10.05.2 Should Airline from time to time require alterations, additions, improvements to, or installations in the Airline's Exclusive Use or Preferential Use Premises, it may make alterations, additions, improvements to or installation in the Airline's Exclusive Use or Preferential Use Premises if Airline complies with the following conditions:

(a) Before the commencement of any such work, plans and specifications shall be approved by and filed with the Executive Director and all governmental departments or authorities having jurisdiction. The contractors performing the work shall be specified to the Executive Director before the commencement of any such work, and all work shall be subject to and in accordance with (i) Airport's Tenant Improvement ~~Guidelines~~Standards, (ii) requirements of law, and (iii) applicable regulations of all applicable governmental departments or authorities and, where required, each affected public utility company.

(b) Such work shall be performed in a professional manner and in accordance with the plans and specifications approved for the same. Airline shall redo or replace, at its sole cost and expense, any work that is not performed in this manner and in accordance with such plans and specifications as approved by the Executive Director. Airline shall notify the Executive Director within ten (10) days of final cessation of any work, and the Executive Director will make a final inspection and will issue a letter of approval or disapproval. Any request to redo or replace any such work shall be made by the Executive Director within twenty-one (21) days after receipt of notice of completion from Airline.

10.05.3 Subject to Section 15.03, all alterations, additions, or improvements placed at any time upon the Airport by Airline shall be deemed to be and become a part of the realty and the sole and absolute property of City upon termination or cancellation of Airline's lease of the premises where the same is located; provided, however, movable furniture, movable personal property, and other removable trade fixtures, including but not limited to passenger loading bridges or baggage conveyor systems put in at the expense of Airline or at the expense of third parties leasing such property to Airline, shall not be deemed to become the property of City at the termination or cancellation of this Agreement, and Airline shall have the right to remove said property from the Exclusive Use Premises and Preferential Use Premises on or about the time of termination of this Agreement, subject to any valid lien which City may have thereon. Any damage to the Airport, including the Exclusive Use Premises and the Preferential Use Premises, caused by such removal shall be repaired at Airline's expense.

10.05.4 Airline shall promptly pay all lawful claims and discharge all liens made against it or against City by Airline's contractors, subcontractors, materialmen, and workers and all such claims and liens made against Airline or City by other third parties arising out of or in connection with, whether directly or indirectly, any work done by or for Airline, its contractors,

subcontractors, or materialmen; provided, however, that Airline shall have the right to contest the amount or validity of any such claim or lien without being in default of this Agreement upon furnishing security satisfactory to the Executive Director guaranteeing that such claim or lien will be properly and fully discharged forthwith in the event that such contest is finally determined against Airline or City.

10.05.5 Airline shall procure and maintain during construction of any and all improvements by Airline comprehensive public liability insurance, or if the work is to be done by an independent contractor, Airline shall require such contractor to procure and maintain such insurance in Airline's name. In either case, insurance shall be procured and maintained in limits and meeting requirements reasonably satisfactory to the City, and Airline shall defend, indemnify and hold harmless City and its officers, agents, and employees for all loss, cost damage, or expense arising out of or relating in any way to such construction, except such loss, cost, damage, or expense arising from or caused by the negligence or willful misconduct of City. Airline, on work in excess of \$100,000, shall require prime contractors to procure and maintain a payment bond in the face amount of the cost of improvements and in a form satisfactory to the City's attorney.

10.05.6 If, in the construction of any improvements to or upon the Airline's Exclusive Use Premises or Preferential Use Premises, Airline causes disturbance to or damage of any asbestos and/or asbestos-containing materials, Airline shall be solely responsible for the costs of remedying the disturbance or damage, including, without limitation, the removal of any asbestos and asbestos-containing materials.

#### 10.06 Special Provisions for The Project.

10.06.1 Support For The Project. Airline has approved and shall support the Terminal Redevelopment Project ("The Project") described in Exhibit H-1. The Project will involve the design and construction of landside facilities including a parking garage with allocated space for rental car operations and ready return, a rental car quick turnaround facility, and rental car remote maintenance facilities; a passenger terminal facility and associated concourses; a central plant facility; associated temporary and permanent roadways; and other related components. City shall construct The Project substantially in accordance with contract documents developed by City-approved architects and engineers. Airline has approved the preliminary conceptual drawings of the Project dated February 2014 and acknowledges that the cost estimates referenced in this Agreement are based on these preliminary conceptual drawings. City acknowledges that Airline and all other Signatory Airlines have legitimate concerns about the potential cost impact of The Project on their business at the Airport and commits to use reasonable efforts to complete The Project and otherwise manage the Airport to achieve the shared goal of a cost per enplaned passenger ("CPE") of no more than \$5.00 (in 2013 dollars) in Fiscal Year 2024, the final year of the Term of this Agreement.

10.06.2 Renovation of Existing Concourses. Approval of The Project does not constitute approval for the design or construction of renovations of existing concourses A, B, C and D contemplated in connection with The Project or of any financing plan for such renovations. Signatory Airline approval is required under Section 10.02 before City may proceed with such concourse renovations or redevelopment.

10.06.3 Airline Technical Representative. The Chair of the Airline/Airport Affairs Committee ("AAAC") shall designate an Airline Technical Representative, subject to approval by the City, to represent the AAAC in matters pertaining to The Project. Airline Technical

Representative shall participate in the design review process and provide comments and suggestions for those components of The Project containing Rentable Airline Space. Airline Technical Representative may attend meetings of the Airport's Financial Oversight Committee and meetings of the Airport's Construction Committee concerning the Project. Airline Technical Representative shall provide periodic updates of The Project to the AAAC members as appropriate and is expected to faithfully represent the collective interests of all of the members of the AAAC as a group. Airline Technical Representative may be present prior to and during construction of The Project to inspect, review and recommend to the City action with regard to plans, specifications, bids, change orders and other construction matters related to The Project.

10.06.4 Development of Contract Documents for The Project. City represents that its architects and engineers are required under contract to develop as expeditiously as possible cost estimates, a schedule of contracts and construction schedules for The Project. In the development of these contract documents and construction schedules, City and its architects and engineers will consult with Airline Technical Representative and give due consideration to the reasonable requests, suggestions and recommendations of the AAAC. All proposed contract documents shall be made available in Salt Lake City for review by Airline Technical Representative before such documents are put out for bid, so that Airline Technical Representative shall have the opportunity, prior to and during the bid period, to review the proposed contract documents and to submit suggestions or recommendations for change. Airline Technical Representative shall be notified in advance of solicitations for bids and proposals related to The Project.

10.06.5 Estimated Costs of The Project. The total cost of The Project is currently estimated to be \$1.782 Billion, as detailed in Exhibit H-2. Project costs include Relocation Costs associated with and occasioned by The Project, including costs associated with interim moves required to facilitate construction and with moves resulting from the completion of The Project. The total costs of The Project shall not exceed \$1.782 Billion, except as follows:

(i) The total costs of The Project may be increased with the approval of Signatory Airlines that collectively account for more than fifty-five percent (55%) in number of all Signatory Carriers or collectively accounted for more than fifty-five percent (55%) of all Terminal Rents paid to the City in the preceding Fiscal Year.

(ii) The total costs of The Project may be increased without Signatory Airline approval to reflect additional costs that result from delays caused by labor disputes, fire or other acts of God, legal acts, delays in delivery of materials or equipment beyond City's control or any other acts beyond City's control; provided, however, that no change orders or claims resulting from any such cause shall be agreed to or approved by City until a written copy of the proposed change order or of the claim, and any supporting documentation, has been provided to Airline Technical Representative so that Airline Technical Representative shall have 10 (ten) business days, whenever practicable without impairing City's rights, to submit recommendations, which shall be considered in good faith by City.

(iii) Increases in the total costs of The Project that are attributable to elements of The Project undertaken to satisfy the specific requirements of any Signatory Airline shall be permitted so long as such Signatory Airline agrees to pay all costs attributable to such Project elements.



10.06.6 Budget Overruns on The Project. It is contemplated that a number of contracts will be necessary in order to construct The Project, and these contracts are described in Exhibit H-3. The current Project construction schedule is provided in Exhibit H-4. The actual bids for each contract will be compared to the estimated costs for such contract and if the actual bid exceeds the estimate for any such contract by more than ten percent 10%, or if contracts at any time previously executed, including change orders plus estimated costs of all work necessary to complete the portion of The Project subject to the contract, exceed the total estimated cost of the portion of The Project subject to the contract by more than ten percent (10%), City shall meet promptly with Airline Technical Representative prior to the award of any further contracts to determine how The Project can be revised so that the cost of The Project will not exceed the total estimated cost of The Project unless an increase in total costs of The Project is approved under Section 10.06.5(i). If City and Airline Technical Representative cannot agree on so revising the Project or accepting increased costs within 30 days from the date of the receipt of bids, then a majority of a committee composed of the Airline Technical Representative, the Program Director, and the Airport's Director of Finance shall make recommendations to the Executive Director to revise such contract to bring costs within the total allowable limit in accordance with Section 10.06.5.

10.06.7 Funding Plan for The Project. City will finance The Project from any available federal grants, state grants, PFCs, CFCs, Airport funds and the proceeds of Bonds, Subordinated Indebtedness or Other Indebtedness issued by the City, or from any other lawful funding source. City's current Funding Plan for The Project is summarized in Exhibit H-5. Airline acknowledges that the actual funding sources drawn upon by City to finance The Project may differ from the current Funding Plan based upon changing financial market conditions; the availability of federal and state grants; City's ability to use PFCs and CFCs; and other factors.

(a) City will use its best efforts to receive federal and state grants for grant-eligible components of The Project, to obtain authority to collect and use PFCs and CFCs for eligible components of The Project and otherwise to reduce the costs of The Project to be recovered from Signatory Airlines through rates and charges.

(b) City may borrow monies or use other available funds of City to finance the ongoing effort to design and construct the Project, in accordance with the Funding Plan summarized in Exhibit H-5.

(c) City agrees to use its best efforts to authorize and issue Bonds, Subordinated Indebtedness or Other Indebtedness to finance the design and construction of The Project, to provide for capitalized interest and required reserves for the payment of Bonds, Subordinated Indebtedness or Other Indebtedness to reimburse City for funds expended in connection with The Project and financing costs thereof, and any preliminary expenses of The Project from January 1, 2013 to the sale of such Bonds, Subordinated Indebtedness or Other Indebtedness and to pay for the expenses related to the issuance of such Bonds, Subordinated Indebtedness or Other Indebtedness.

(d) If for any reason Bonds, Subordinated Indebtedness or Other Indebtedness cannot be sold to repay borrowed monies, to replace Airport funds, or to otherwise pay for costs of The Project, such amounts may be included in the Airfield Revenue Requirement or the Terminal Revenue Requirement, as appropriate, and recovered by City over a reasonable time.

(e) Airline acknowledges that it may be necessary to issue additional Bonds, Subordinated Indebtedness or Other Indebtedness to complete The Project in the event that, notwithstanding City's best efforts to avoid increased Projects costs, the total cost of The Project exceeds the estimate and such excess is approved in the manner set forth in Sections 10.06.5 and 10.06.6. City agrees to evaluate alternate funding sources before issuing additional Bonds, Subordinated Indebtedness or Other Indebtedness and to report such alternate funding sources to the Airline Technical Representative.

(f) Airline acknowledges that in the event that the grants-in-aid are less than the estimated amounts, it may be necessary for City to impose and use additional PFCs or issue additional General Airport Revenue Bonds to complete The Project.

10.06.8 Change Orders. Any change order or other amendment to any contract entered into by City for the Project, which would increase the amount of the contract by the greater of \$250,000 or more than 10% of the original contract, or which would extend the time to complete a contract by more than 25%, shall not be agreed to or approved by City until the proposed change order or other amendment and any supporting documentation has been furnished to Airline Technical Representative so that Airline Technical Representative shall have 10 (ten) business days, whenever practicable without impairing City's rights, to submit recommendations as to how such change order shall be handled, which recommendations shall be considered in good faith by City.

10.06.9 Notice of Claims. City shall promptly inform Airline Technical Representative of any and all claims on The Project by contractors or consultants for additional time to complete the contract or additional compensation which would increase the amount of the contract by the greater of \$250,000 or more than 10% of the amount of a contract. Copies of all such written claims, and any supporting documentation, shall be provided to Airline Technical Representative within 10 days after receipt of such claim. Airline Representative shall have 10 business days, whenever practicable without impairing City's rights, to submit recommendations as to how such claim should be handled, which recommendations shall be considered in good faith by City. Airline may submit legal analyses and opinions for consideration by City's legal counsel in connection with any such claim.

10.06.10 Airline Relocations, Accommodations and Right-Sizing.

(a) Reallocations of Space During Construction of The Project. Airline acknowledges that during construction of The Project, in order to facilitate the continued operations of all Passenger Carriers at the Airport and to serve the traveling public, it will be necessary for City, from time to time, to reallocate space under Section 4.05.1 on an interim, transitional basis pending completion of The Project.

(b) Accommodations. Airline acknowledges that during construction of The Project, in order to accommodate the needs of all Passenger Carriers for reasonable access to required Terminal facilities, it is likely that Airline will be required to accommodate other Passenger Carriers at its Exclusive Use and Preferential Use Premises in accordance with and subject to Sections 7.02 and 7.03.

(c) Right-Sizing Upon DBO. In anticipation of the completion of new Terminal facilities to be constructed in The Project that City makes available to Airline, Airline may request and City shall grant, effective as of the DBO of such new facilities, a reduction in the size of



the Airline Premises or, to the extent there is available space, an increase in the size of the Airline Premises. Airline shall be obligated to pay for all Airline Premises assigned to Airline after any such reductions or increases have been made. City and Airline acknowledge that The Project may be completed in phases and that not all Air Carriers will be given this right-sizing opportunity at the same time.

10.06.11 Cost Recovery. City may continue, after the DBO of The Project, to include in the Terminal Revenue Requirement calculated in accordance with Section 8.03.1 any Debt Service, Coverage Amounts, Amortization, Operating Expenses and Reserve Fund requirements allocable to Rentable Airline Space that existed before the DBO of The Project, but which City expects will be demolished some time after the DBO of The Project, for so long as such costs are incurred by City even if (a) such space is vacant after the DBO of The Project and (b) City has no reasonable expectation that such space will be leased to any Air Carrier or otherwise put to revenue-producing use. Any such vacant space shall continue to be included in the amount of Rentable Airline Space used in the calculation of the Net Terminal Revenue Requirement to be met by all Passenger Carriers; provided, however, that the Net Terminal Revenue Requirement shall be increased by the costs of operating and maintaining such vacant space in an amount not to exceed \$1.50 per square foot.

#### 10.07 Finishes and Installations in New Facilities Constructed in The Project.

10.07.1 Modifications to Finishes in New Premises. City will provide Airline with the baseline specifications and design standards for finishes in new Airline Premises to be constructed in The Project. Airline may request, subject to City approval, waivers or enhancements to these baseline specifications and design standards. If any such requests for changes are approved, Airline shall pay to City the net increase in cost, if any, for such changes.

10.07.2 Financing Costs of Enhanced Tenant Finishes in New Premises. City will finance enhanced Signatory Airline tenant finishes approved under Section 10.07.1 if requested by Airline prior to the issuance of Bonds, Subordinated Indebtedness or Other Indebtedness. Such amount shall be in addition to the Estimated Project Cost set forth in Exhibit H-2 and the cost of any resulting increase in borrowing by City shall be repaid by Airline. Airline shall provide City with a list of property and equipment financed with tenant finish funds, and Airline and City mutually shall agree on an annual repayment schedule based upon the useful lives of the assets financed. If Airline terminates this Agreement for any reason before the full repayment of debt associated with its own tenant finishes, any unpaid principal balance shall be immediately due and payable. Airline, with City approval, may assign its space and related tenant improvements to a successor Airline, as long as the successor Airline agrees to repay any unpaid debt associated with tenant finishes.

### Article 11~~Article 11~~ **Damage Or Destruction**

11.01 *Partial Damage and Repair.* If the Airline Premises shall be partially damaged by fire, flood, windstorm, earthquake, or other casualty but said damage shall not render the Airline Premises untenable as reasonably determined by City, there shall be no abatement or reduction in the rates and charges payable by Airline hereunder so long as Debt Service payments are required; and (1) the portion of the Airline Premises so damaged shall be promptly repaired, rebuilt, or restored by City with such changes, alterations, and modifications (including the substitution and addition of other property) as may be agreed upon by City and Airline as shall not impair the character of the Airline Premises; and (2) there shall be applied for such purpose so much as may be necessary of any

net proceeds received by City under insurance policies covering such losses, after payment of any expenses of obtaining or recovering such net proceeds, as well as any moneys which City determines to make available from the sale of Bonds ~~or~~, Subordinated Indebtedness or Other Indebtedness. In the event that such net proceeds are insufficient to pay in full the costs of such repair, rebuilding, or restoration, City will endeavor to use available funds or arrange financing through the issuance of Bonds, Subordinated Indebtedness or Other Indebtedness or other means and complete such repair, rebuilding, or restoration.

11.02 *Substantial or Complete Damage and Repair.* If the Airline Premises shall be substantially or completely damaged or destroyed by fire, flood, windstorm, earthquake, or other casualty and said damage or destruction renders the Airline Premises untenable as reasonably determined by City, there shall be an equitable and proportional abatement or reduction in the rates and charges payable by Airline hereunder based on the portion of the Airline Premises rendered untenable as it relates to the total Airline Premises until such time as such affected Airline Premises shall be restored for Airline's use; and (1) the portion of the Airline Premises so damaged or destroyed shall be promptly repaired, rebuilt, or restored by City with such changes, alterations, and modifications (including the substitution and addition of other property) as may be agreed upon by City and Airline as shall not impair the character of the Airline Premises; and (2) there shall be applied for such purpose so much as may be necessary of any net proceeds received by City under insurance policies covering such losses, after payment of any expenses of obtaining or recovering such net proceeds, as well as any moneys which City determines to make available from the sale of Bonds ~~or~~, Subordinated Indebtedness or Other Indebtedness. In the event that such net proceeds are insufficient to pay in full the costs of such repair, rebuilding, or restoration, City will endeavor to arrange financing through the issuance of Bonds, Subordinated Indebtedness, Other Indebtedness or other means and complete such repair, rebuilding, or restoration. In addition, City will endeavor to locate suitable, comparable space for Airline to continue to operate while its Airline Premises are being restored. Airline will pay the applicable rates and charges due under this Agreement for any such space.

11.03 *Damage Caused by Airline.* Notwithstanding the provisions of this Article 11, in the event that due to the negligence or willful act or omission of Airline, its employees, its agents, or licensees, Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Airline Premises. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to City by reason of such damage or destruction, Airline shall pay the amount of such additional costs to City.

## **Article 12 Indemnification, Waiver Of Claims and Insurance**

### *12.01 Indemnification.*

12.01.1 Airline agrees to protect, defend, reimburse, indemnify and hold City, its agents, employees, board members and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including actually incurred reasonable attorney's fees) and causes of action of every kind and character, whether or not meritorious, against or from City by reason of any damage to property or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever or any governmental agency, arising out of or incident to or in connection with Airline's performance under this Agreement, Airline's use or occupancy of the Airline Premises, Airline's negligent acts, omissions or operations hereunder or the

performance, non-performance or purported performance of Airline or any breach of the terms of this Agreement by Airline; provided, however, that Airline shall not be so obligated to protect, defend, reimburse, indemnify and hold City free and harmless when the applicable claim, liability, expense, loss, cost, fine, damage or cause of action is caused by the negligence or willful misconduct of the agents, employees, contractors, officers or boards of City (but only to the extent of the portion of the claim, liability, expense, loss, cost, fine, damage or cause of action caused by such negligence or willful misconduct). Upon the filing by anyone of a claim with City for damages arising out of incidents for which Airline herein agrees to indemnify and hold City harmless, City shall promptly notify Airline of such claim and, in the event that Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such claim both on behalf of Airline and on behalf of City. It is specifically agreed, however, that City, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment against City from which no appeals remain for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount upon the expiration of the time for appeal therefrom. Airline recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges that the terms and conditions of this Agreement constitute good and valuable consideration provided by City in support of this indemnification in accordance with laws of the State of Utah.

12.01.2 If City and Airline are jointly, concurrently or successively liable for an actionable wrong to an injured person, each party shall have a right to contribution from the other party. The right of contribution shall be limited to the amounts paid by a party in excess of that party's share of liability, based upon principles of equity (including the principle of comparative fault). If either party receives any claim, demand, suit or judgment for which the other party is or may be jointly, concurrently or successively liable, that other party shall be given prompt notice thereof. If City and Airline become co-defendants, either may file a cross-complaint against the other for a declaration of rights respecting the relative responsibility of each for contribution. If either City or Airline becomes a defendant in an action or proceeding in which the other is a non-party, the defendant therein may either file a cross-complaint against the non-party for a declaration of rights of contribution or may bring a separate and independent action against the non-party for contribution.

12.01.3 This Section 12.01 shall survive the termination of this Agreement as to claims arising during the Term hereof. Compliance with the insurance requirements of this Article 12 shall not relieve Airline of its liability or obligation to indemnify the City as set forth in this Article 12.

12.02 *Waiver of Claims.* Airline, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims or causes of action against City, its officers, or employees which it may now or hereafter have for damages to any property on, about, or related to the Airport, and for injuries or death to persons on, about, or related to the Airport, from any cause or causes arising at any time, except from the negligent or willful act or omission of City, its officers, or employees. By way of example and not limitation, save and except as arises out of the negligent or willful act of City, its officers, or employees, Airline hereby waives any and all claims or causes of action which it may now or hereafter have against City, its officers, or employees (a) for loss, injury, or damage sustained by reason of any deficiency, impairment, and interruption of any water, electrical, gas, plumbing, air conditioning, or sewer service or system serving any portion of the Airport; (b) for any loss, injury, or damage arising or resulting from any act or neglect or omission of any other tenant, subtenant, permittee, concessionaire, or occupant of the Airport, or any person who

uses the Airport with authorization or permission of the City (City agrees to use its best efforts to control tenants, subtenants, permittees, concessionaires, occupants, or Airport users to prevent loss, injury, or damage); and (c) for any loss or damage to the property of, or injury or damage to Airline, its officers, employees, agents, contractors, or any other person whomsoever, from any cause or causes arising at any time because of Airline's use or occupancy of the Airline Premises or of the Airport, or its operations thereon (City will use its best efforts to control the activities of other users).

### 12.03 *Insurance.*

12.03.1 Airline, at its sole cost and expense, and for the full Term of this Agreement or any renewal thereof, shall obtain and maintain all of the following minimum insurance:

(a) An Aircraft Liability policy, with coverage of Two Hundred Million Dollars (\$200,000,000) combined single limit for bodily injury and property damage, which shall include but not necessarily be limited to all of the following coverages: Aircraft Liability, including General Liability, Aircraft Products and Completed Operations, Liquor Liability, Premises Liability, Products & Completed Operations, Contractual Liability, Hangarkeepers Liability, Motor Vehicle Liability within the confines of the Airport, Cargo Legal Liability and Fueling and Refueling (if such operations are conducted by Airline).

(b) Fifty Million Dollars (\$50,000,000) War and Named Perils coverage for bodily injury and property damage, each occurrence and annual aggregate, or the U.S. Government equivalent.

(c) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of Utah providing coverage for any and all employees of Airline and providing coverage as follows:

- (i) Workers' Compensation (Coverage A);
- (ii) One Million Dollars (\$1,000,000) in Employers' Liability (Coverage B);
- (iii) Broad Form All States Endorsement;
- (iv) Voluntary Compensation Endorsement; and
- (v) Waiver of Subrogation in favor of City.

(d) A Commercial Business Auto policy with a minimum limit of not less than Five Million Dollars (\$5,000,000) combined single limit for bodily injury and property damage providing that coverages shall be applicable to any and all leased, owned, hired or non-owned vehicles used in pursuit of any of the activities associated with this Agreement. Any and all mobile equipment, including cranes, which is not covered under the Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy required above.

(e) Property Insurance in an amount equal to "Value of Airline Improvements and Betterments" during the course of construction and after completion. Coverage shall include Replacement Value, covering Airline improvements and betterments, for Fire &

Extended Coverage, including Sprinkler Leakage, Vandalism & Malicious Mischief, and Debris Removal.

12.03.2 Any deductibles or self-insured retentions must be declared by Airline and accepted by City.

12.03.3 Except for U.S. Government equivalent War and Named Perils coverage, Workers Compensation/Employer's Liability Insurance and Property Coverage, the insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) City and its officials, employees, agents and contractors are to be covered as an additional insured with respect to liability arising out of or with respect to (i) activities performed by, or on behalf of, Airline, (ii) the products and completed operations of Airline, (iii) premises owned, leased or used by Airline, or (iv) automobiles owned, leased, hired or borrowed by Airline. The coverage shall contain no special limitations on the scope of protection afforded to City, its officials, employees, agents and contractors.

(b) Airline's insurance coverage shall be primary insurance with respect to City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officials, employees, agents or contractors, shall be excess of Airline's insurance and shall not contribute with it.

12.03.4 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, agents or contractors.

12.03.5 Coverage shall state that Airline's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.03.6 City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of City, the insurance provisions in this Agreement do not provide adequate protection for City and/or for members of the public, City may require Airline to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. City's requirements shall be commercially reasonable but shall be designed to assure protection from and against the kind and extent of risk which exists at the time a change in insurance is required (provided such protection is available on commercially reasonable terms), and Airline agrees to provide same within thirty (30) days of receiving notice from City.

12.03.7 Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Airline may be held responsible for the payment of damages to persons or property resulting from its activities or of any person or persons for which it is otherwise responsible.

12.03.8 Coverage under each insurance policy required by this section shall not be canceled, non-renewed or changed except after thirty (30) days' prior written notice has been given to City (notwithstanding the foregoing, the notice period for War Risks and Named Allied Perils insurance may be seven ~~(7)~~ days or such lesser period as may be customarily available).

12.03.9 Insurance is to be placed with insurers reasonably acceptable to City's Risk Manager.

12.03.10 Airline shall furnish City with certificates of insurance, and "Additional Insured" endorsements where appropriate, as required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to verify coverage on its behalf.

12.03.11 Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by ~~the Risk Manager~~City:

Salt Lake City Department of Airports  
Contracts Manager  
P.O. Box 145550  
Salt Lake City, UT 84114

12.03.12 City shall, during the term of this Agreement, procure and maintain liability and fire and extended coverage insurance for the Airport, Terminal, and other facilities at the Airport in such amounts and for such insured coverages as City may determine as being reasonably required and in the prudent operation of the Airport.

12.03.13 Airline shall self-insure (by establishing reserves in accordance with accepted accounting practices) or procure and keep in force fire and extended coverage insurance upon its leasehold improvements located within its Exclusive Use Premises or Preferential Use Premises, to the full replacement-cost, insurable value thereof and shall furnish City, upon execution of this Agreement, with evidence that such self-insurance reserves have been established or such coverage has been procured and is being maintained in full force and effect. Said evidence of insurance shall be endorsed to require (30) days written notice to City of cancellation or material change and to provide that any insurance carried by City be excess insurance only.

12.03.14 City and Airline agree to have all property insurance carried with respect to the Airport, the Airline Premises or any property therein endorsed with a clause that waives all rights of subrogation that the insurer of one party may have against the other party hereto. To that effect, City and Airline will respectively employ diligent efforts to cause their insurance companies to endorse the affected property insurance policies with a waiver of subrogation clause as required herein.

### **Article 13 City Remedies**

13.01 *Events of Default.* The events described below shall be deemed events of default by Airline hereunder. Upon the occurrence of any one of the following events of default, City may immediately issue written notice of default.

13.01.1 The conduct of any business or performance by Airline of any acts at the Airport not specifically authorized herein or by other agreements between City and Airline, and said business or acts do not cease within thirty (30) days of receipt of City's written notice to cease said business or acts.



13.01.2 The failure to cure a default in the performance of any of the terms, covenants, and conditions required herein (except insurance requirements as set forth in Section 12.03, and payment of rentals, fees, and charges, as provided for in Article 9) within thirty (30) days of receipt of written notice by City to do so; or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Airline of written demand from City to do so, Airline fails to commence the remedying of such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. Airline shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default and that such default will be cured within a reasonable period of time.

13.01.3 The failure by Airline to pay any part of the rentals, fees, and charges due hereunder and the continued failure to pay said amounts in full within thirty (30) days of City's written notice of payments past due; provided, however, if a dispute arises between City and Airline with respect to any obligation or alleged obligation of Airline to make payments to City, payments under protest by Airline of the amount due shall not waive any of Airline's rights to contest the validity or amount of such payment.

13.01.4 The failure by Airline to provide and keep in force insurance coverage in accordance with Article 12.

13.01.5 The appointment of a trustee, custodian, or receiver of all or a substantial portion of Airline's assets.

13.01.6 The divestiture of Airline's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

13.01.7 The abandonment by Airline of the Airline Premises, or its conduct of business at the Airport; and, in this connection, suspension of operations for a period of sixty (60) days will be considered abandonment in the absence of a labor dispute or other governmental action in which Airline is directly involved.

13.01.8 The failure by Airline to remit PFCs in accordance with Section 18.03.

13.02 *Continuing Responsibilities of Airline.* Notwithstanding the occurrence of any event of default, Airline shall remain liable to City for all rentals, fees, and charges payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless City elects to cancel this Agreement, Airline shall remain liable for and promptly pay all rentals, fees, and charges accruing hereunder for the Term of this Agreement.

13.03 *Remedies.* Upon the occurrence of any event enumerated in Section 13.01 and after any applicable notice and cure periods, the following remedies shall be available to City:

13.03.1 City may exercise any remedy provided by law or in equity, including but not limited to the remedies hereinafter specified. The various rights and remedies herein contained shall not be considered as exclusive of any other right or remedy but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. In addition to any damages or payments specified herein, City shall be entitled to

reimbursement from Airline for any costs of City related to any default by Airline under this Agreement.

13.03.2 City may cancel this Agreement, effective upon the date specified in the notice of cancellation. Upon such date, Airline shall be deemed to have no further rights hereunder and City shall have the right to take immediate possession of the Airline Premises.

13.03.3 City may cure or cause any violation to be cured for the account and at the expense of Airline, and all sums so expended by City related to such cure, together with ten percent (10%) thereof for cost of administration, shall be paid by Airline on demand.

13.03.4 City may reenter the Airline Premises and may remove all Airline persons and property. Upon any removal of Airline property by City hereunder, Airline property may be stored at a public warehouse or elsewhere at Airline's sole cost and expense.

13.03.5 City may relet Airline Premises and any improvements thereon or any part thereof, at such rentals, fees, and charges and upon such other terms and conditions as City, in its sole discretion, may deem advisable, with the right to make alterations, repairs of improvements on said Airline Premises.

13.03.6 In the event that City relets Airline Premises, rentals, fees, and charges received by City from such reletting shall be applied: (i) to the payment of any indebtedness, other than rentals, fees, and charges due hereunder, from Airline to City; (ii) to the payment of any cost of such reletting; and (iii) to the payment of rentals, fees, and charges due and unpaid hereunder. The residue, if any, shall be held by City and applied in payment of future rentals, fees, and charges as the same may become due and payable hereunder. If that portion of such rentals, fees, and charges received from such reletting and applied to the payment of rentals, fees, and charges hereunder is less than the rentals, fees, and charges as would have been payable during applicable periods by Airline hereunder, then Airline shall pay such deficiency to City whenever rentals, fees or charges are due to City hereunder. Airline shall also pay to City, as soon as ascertained, any reasonable costs and expenses incurred by City in such reletting not covered by the rentals, fees, and charges received from such reletting.

13.03.7 No reentry or reletting of Airline Premises by City shall be construed as an election on City's part to cancel this Agreement unless a written notice of cancellation is given to Airline.

13.04 *Remedies under Federal Bankruptcy Laws.* Notwithstanding the foregoing, upon the filing by or against Airline of any proceeding under Federal bankruptcy laws, this Agreement shall automatically terminate (unless such termination is affirmatively waived at the time of the filing or subsequently by City) in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be subsequently amended, supplemented, or replaced. Notwithstanding the foregoing, City shall be entitled to waive the automatic termination provision mentioned above in writing. In the event that City waives the automatic termination requirement, City shall not be obligated to perform under the terms of this Agreement so long as any proceeding under Federal bankruptcy laws remains outstanding. As provided in Section 18.02 ~~hereof~~, any waiver by City of the automatic termination provision in this Section 13.04 shall not be construed to be a waiver of any subsequent automatic termination hereof.



City's rights under this Section 13.04 shall be in addition to all other rights and remedies provided to City under this Agreement.

## Article 14 Environmental

### 14.01 *Hazardous Materials.*

14.01.1 *Standards of Operation – Disposal, Use and Storage of Hazardous Materials.* The voluntary or involuntary release or discharge of Hazardous Materials on the Airport is strictly prohibited (except to the extent, if any, that disposal of Hazardous Materials through the City's sewerage system complies with all applicable Environmental Laws). Storage and use of Hazardous Materials on the Airport is prohibited, except:

(a) Airline may store and use Hazardous Materials on the Airline Premises in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials that are normally used in conducting the activities permitted under this Agreement. Airline shall provide Executive Director with a copy of any application for a permit, if required, for use or storage of Hazardous Materials on the Airline Premises from any regulatory agency responsible for enforcement of Environmental Laws and shall also provide a copy of any permit received from such agency; and

(b) This Agreement does not authorize the Airline to store and use Hazardous Materials on the Airport other than the Airline Premises.

### 14.01.2 *Liability.* Airline shall be solely and fully responsible and liable for:

(a) Storage, use or disposal of Hazardous Materials on the Airline Premises or the Airport by Airline, Airline's officers, agents, employees, contractors, permittees or invitees; or

(b) Any Hazardous Material release or discharge which is caused by or results from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees on the Airline Premises or the Airport.

14.01.3 *Prevention of Release or Discharge.* Airline shall take reasonable precautions to prevent its activities from causing any Hazardous Material release or discharge to occur on the Airline Premises or the Airport and shall take all reasonable precautions to prevent any release or discharge into soil or groundwater or any unlawful release into City's sanitary or storm drains and sewers at the Airport.

14.01.4 *Obligation to Investigate and Remediate.* Airline, at Airline's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws, any release or discharge or threat of release or discharge of Hazardous Materials on the Airline Premises unless Airline demonstrates that it was caused by a condition that existed prior to Airline entering the Airline Premises or caused by the City's negligence or non-compliance with Environmental Laws (including negligence or non-compliance of its officers, agents, employees or contractors) or on the Airport (outside of Airline Premises) caused or resulting from activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees, including but not limited to any release or discharge or threat of release or discharge into soil or groundwater which was caused or results in whole or in part from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees but excluding the disposal of

Hazardous Materials through the City's sewerage system so long as such disposal complies with all applicable Environmental Laws.

In addition to all other rights and remedies of City hereunder, if Airline does not promptly commence investigation of any such release or discharge or threat of release or discharge or does not diligently pursue appropriate remedial activities as required by applicable Environmental Laws for which Airline is responsible under this Agreement, City, in its discretion, may pay to have same investigated and remediated as required by applicable Environmental Laws, and Airline shall reimburse City for its share of the reasonable and documented costs within thirty (30) days of City's demand for payment. Notwithstanding the foregoing, City shall be entitled to reimbursement only if it first gives written notice to Airline of its intention to commence investigation and/or remediation prior to such commencement and Airline either does not commence diligent pursuit or remedial activities within thirty (30) business days of the notification or does not maintain such diligent pursuit; except prior notice by City is not required if City determines that investigation or remediation is urgent.

14.01.5 *Indemnification.* Airline shall defend (with counsel acceptable to City in City's reasonable discretion), indemnify and hold City harmless from and against all loss, damage, liability (including all consequential damages) and expense (including, without limitation, the reasonable and necessary costs of any cleanup and remediation of Hazardous Materials as required by applicable Environmental Laws or which may be necessary to redevelop the contaminated Airport property) which City may sustain as a result of the following associated with operations under this Agreement and not to the extent that the Airlines can demonstrate that the loss, damage, liability and expense is caused by a condition existing prior to Airline entering the property or to the extent caused by the City's negligence or non-compliance with Environmental Laws (including negligence or non-compliance of its officers, agents, employees or contractors):

(a) Storage, use or disposal of Hazardous Materials on the Airline Premises or the Airport by Airline, Airline's officers, agents, employees, contractors, permittees or invitees; or

(b) Any Hazardous Material release or discharge on the Airline Premises or the Airport other than the Exclusive Use Premises, including but not limited to any release or discharge into soil or groundwater or City's sanitary or storm drains and sewers at the Airport or elsewhere, which is caused by or results from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees.

By way of clarification, this indemnity covers any losses relating to Hazardous Materials or Environmental Laws as opposed to the indemnity in Section 12.01.

14.01.6 *Release of Hazardous Materials Claims Against City.* Airline releases, acquits and forever discharges City from any and all claims, actions, causes of action, demands, rights, damages, costs, including but not limited to loss of use, lost profits, or expenses, which Airline may now have, or which may hereafter accrue on account of or in any way growing out of all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage, and the consequences thereof resulting or arising out of the presence or cleanup of any Hazardous Material on the Airline Premises or the Airport, but only to the extent the presence of such Hazardous Materials was not caused by or did not result from the negligence, willful misconduct, acts or omissions of City, City's officers, agents, employees contractors, permittees or invitees. This release shall not apply to any claims for contribution that Airline may have against City in the event

that Airline incurs any cost in undertaking any cleanup of Hazardous Material from the Airline Premises or the Airport ordered by a governmental agency, to the extent that the cleanup order and costs result from a release or discharge of Hazardous Material for which Airline is not responsible and liable under this Agreement.

14.01.7 *Cessation of Activities.* Airline shall cease its activities on the Airline Premises and the Airport, to the extent requested by City and upon thirty (30) days' notice from City, if City determines, in its sole discretion, that such cessation is necessary to investigate, cure or remediate any release or discharge of Hazardous Materials or any threat of a release or discharge thereof; provided, however, that no notice from City for the cessation of activities shall be required in the event of an emergency. City shall use reasonable efforts to attempt to temporarily accommodate Airline at suitable substitute space in the Airport during the required cessation of Airline activities. Airline shall not recommence its activities on the Airline Premises or the Airport, as appropriate, until notified by City that such release or discharge or threat of release or discharge of Hazardous Material has been investigated, cured and remediated in a manner satisfactory to City.

14.01.8 *Abatement of Fees and Charges on Airport.* Airline shall not be charged fees or charges for use of the Airline Premises or the Airport to the extent that Airline is required to cease activities on that portion of the Airline Premises or the Airport due to City's efforts to investigate, cure or remediate contamination, unless the release or discharge is one for which Airline is responsible under this Agreement.

14.01.9 *Records and Inspections*

(a) If Airline makes any written disclosure, or provides any report, to any governmental agency concerning a release of Hazardous Materials at the Airport, Airline shall concurrently also provide a copy of such disclosure or report to City.

(b) Airline shall promptly deliver a copy to City of all notices that Airline receives from any governmental agency or third party concerning a claim or a notice of violation regarding Hazardous Materials at the Airport.

(c) Airline shall maintain, during the term of this Agreement and for a period of not less than three (3) years after the expiration or termination of this Agreement, or for any longer period of time required by any applicable law, regulation, policy, order or decree, separate and accurate records, as required by applicable Environmental Laws, pertaining to the use, handling and disposal of any Hazardous Material(s) by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport.

(d) Upon request by City, Airline shall furnish City with copies of such records, and such other documentation or reports as the Executive Director, from time to time, and at any time during the term of this Agreement, may reasonably require pertaining to the use, handling, disposal, release or discharge of any Hazardous Materials by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport. Notwithstanding the foregoing, Airline shall not be required to furnish City with copies of records that would be protected from disclosure under the Utah Evidence Code (except to the extent that portions of documents, including but not limited to testing and sampling data, are not so protected).

(e) After the expiration of three (3) years following the termination of this Agreement, Airline may destroy the records pertaining to the use, handling, disposal, release or discharge of any Hazardous Materials by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport unless Airline is otherwise reasonably directed by City or otherwise required by applicable laws.

(f) City shall have the right, under the terms hereof (and at City's sole expense, except when any release or discharge of Hazardous Materials or threat of release or discharge of Hazardous Materials is caused by Airline or Airline's officers, agents, employees, contractors, permittees or invitees), to enter the Airline Premises during the Term hereof to conduct periodic environmental inspections. Prior to conducting environmental testing, City shall provide seven (7) day's written notice to Airline concerning the planned testing procedures and locations. However, in the event of an emergency, no written notice shall be required prior to access to the Airline Premises for any necessary environmental response activities, including environmental testing needed in response to the emergency. City shall endeavor to conduct each inspection or test in the presence of Airline's representative and in a manner that does not unreasonably interfere with Airline's operations.

14.01.10 *No Third Party Beneficiaries.* Nothing contained in this Article 14 shall be construed as conferring any benefit on any person not a party to this Agreement, nor as creating any right in any person not a party to this Agreement to enforcement of any obligation created under this Agreement.

14.01.11 *Airline Obligations Upon Termination.* Prior to vacating the Airline Premises, and in addition to all other requirements under this Agreement and without limiting Airline's indemnification obligations under Section 14.01.5, Airline shall:

(a) ~~(a)~~ Remove any Hazardous Materials placed or stored on the Airline Premises during the Term by Airline or as a result of Airline's use or occupancy of the Airline Premises during the Term and shall demonstrate to City's reasonable satisfaction that such removal is in compliance with all applicable Environmental Laws, including without limitation conducting any environmental audits as may be required by City to demonstrate such removal has been completed according to the terms of this Agreement.

(b) ~~(b)~~ With respect to any release of Hazardous Materials on the Premises not removed pursuant to prior paragraph (a) and not subject to the exceptions therein, Airline shall promptly investigate and remediate any such release in accordance with the requirements of all applicable Environmental Laws and permits ("Airline's Remediation"). If Airline's remediation will leave Hazardous Materials in the soil or groundwater at the Airport prior to completion of the remediation, the Airline shall obtain the City's written determination that such Hazardous Materials will not interfere with any reuse of the Airline Premises reasonably contemplated or anticipated by the City. If the City does not make such a determination, Airline will perform the remedial activities necessary to avoid interference with future reuse of the Airline Premises ("Remediation for Reuse"). In the event Airline fails to perform Airlines' Remediation or Remediation for Reuse, the City may conduct such reasonable investigation and/or remediation after providing Airline with a written notice thirty (30) days in advance and Airline does not diligently commence and pursue such actions. If the City incurs such costs, City may invoice reasonable and documented costs to Airline.

14.01.12 *Survival of Obligations.* Airline's obligations under this Section 14.01 shall survive the expiration or earlier revocation or suspension of this Agreement.

#### 14.02 *Stormwater.*

14.02.1 Notwithstanding any other provisions or terms of this Agreement, Airline acknowledges that certain properties within the Airport, or on City-owned land, are subject to federal and state stormwater rules and regulations. Airline agrees to observe and abide by such stormwater rules and regulations as may be applicable to City's property and Airline's uses thereof.

14.02.2 Airline acknowledges that any stormwater discharge permit issued to City may name Airline as a co-permittee, but only if (a) Airline has been provided a meaningful opportunity to engage in the development of the permit terms, including an opportunity to be involved in discussions between the City and the permitting agency including those that may occur prior to the draft permit being issued, and (b) City cooperates with Airline in developing cost effective measures and/or permit conditions that take into account operational impacts. City and Airline both acknowledge that cooperation is necessary to insure compliance with any stormwater discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Airline acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled or otherwise used by Airline, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable stormwater rules and regulations.

14.03 *Stormwater Discharge Permit Requirements.* City will provide Airline with written notice of any stormwater discharge permit requirements applicable to Airline and with which Airline may be obligated to comply from time-to-time, including but not limited to: certification of non-stormwater discharges; collection of stormwater samples specific to that Airline's operations; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Airline agrees that within thirty (30) days of receipt of such written notice it shall notify City in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If Airline does not provide such timely notice, Airline will be deemed to assent to undertake such stormwater permit requirements applicable to Airline's operations. In that event, Airline agrees to undertake, at its sole expense, unless otherwise agreed to in writing between City and Airline, those stormwater permit requirements that specifically apply to Airline's operations and can reasonably be complied with by a single tenant (as opposed to requiring broader cooperation and expense among several parties) for which it has received written notice from City, and Airline agrees that it will hold harmless and indemnify City for any violations or non-compliance with any such permit requirements.

### **Article 15 Surrender Of Airline Premises**

15.01 *Surrender and Delivery.* Upon termination or cancellation of this Agreement, Airline shall promptly and peaceably surrender to City its Airline Premises and all alterations, additions or improvements thereon to which City elects to retain as provided in Section 15.03 below in good and fit condition, reasonable wear and tear, conditions that existed at the time Airline first occupied the Airline Premises as well as damage or repair which is the responsibility of City excepted. In the event the Airline Premises are not so yielded or delivered to City, City shall remedy said Airline

Premises and the cost thereof will be invoiced to Airline as other fees and charges under Section 9.03. The Executive Director shall determine the condition of the Airline Premises at the termination of this Agreement by expiration or otherwise. However, this provision does not cover Hazardous Materials upon surrender, which is provided for in Section 14.01.11 (b).

15.02 *Removal of Property.* Provided Airline is not in default for payment of rentals, fees and charges hereunder, Airline shall have the right at any time during the Term of this Agreement to remove from the Airport its aircraft, tools, equipment, removable trade fixtures and other personal property, title to which shall remain in Airline, unless otherwise set forth in Sections 5.01.12 and 10.05.3 of this Agreement. Airline shall remove such aircraft, tools, equipment, removable trade fixtures and other personal property within fifteen (15) business days following termination of this Agreement, whether by expiration of time or otherwise, as provided herein, subject to any valid lien which City may have thereon for unpaid rentals, fees and charges. Airline shall not abandon any portion of its property at the Airport without the written consent of City. Any and all property not removed by Airline within fifteen (15) business days following the date of termination of this Agreement shall, at the option of City, (i) become the property of City at no cost to City; (ii) be stored by City at no cost to City or (iii) be sold at public or private sale at no cost to City. Except as may be agreed to otherwise by City and Airline, all City property damaged by or as a result of the removal of Airline's property shall be restored by Airline to the condition existing before such damage at Airline's expense.

15.03 *Removal of Alterations, Additions or Improvements.*

15.03.1 Upon termination or expiration of this Agreement or prior to the time Airline vacates the Airline Premises, City shall have the right, in the Executive Director's sole discretion, to require Airline to remove any or all alterations, additions or improvements installed at the Airline Premises pursuant to Section 10.05, including without limitation any cabling installed by Airline or at Airline's direction. Airline shall remove any such alterations, additions or improvements from the Airport unless Airline obtains Executive Director's written consent to leave Airline's alterations, additions or improvements at the Airport. Airline shall ascertain from the Executive Director, at least eight (8) months prior to the Termination Date (or as soon as possible if this Agreement is terminated earlier than the Termination Date), whether City will require Airline to remove any alterations, additions or improvements or, if Airline desires to leave the alterations, additions or improvements, whether the City will accept such alterations, additions or improvements. If the Executive Director determines that all or any portion of the alterations, additions or improvements shall be removed, Airline shall, by no later than six (6) months prior to the Termination Date, provide a demolition plan to the Executive Director, which shall include a timeline for completion.

15.03.2 In the event Airline fails to remove, or expresses an intention not to remove, any alterations, additions or improvements installed at the Airline Premises pursuant to Section 10.05 required by the Executive Director to be removed pursuant to this Section 15.03, City may enter upon the Airline Premises and remove such alterations, additions or improvements at the sole cost and expense of Airline. Airline agrees to promptly reimburse City for all costs and expenses of removal, plus ten percent (10%) thereof for administrative overhead, or such percentage as approved and established from time to time by the City Council. The obligation to reimburse City for such expenditures shall survive the termination of this Agreement. Any receipt showing payment by City of expenditures associated with the removal of Airline's alterations, additions or improvements shall



be *prima facie* evidence that the amount of such payment was necessary and reasonable and made by City on Airline's behalf.

15.03.3 This Section 15.03 does not apply in cases where Airline vacates Airline Premises as a result of a City-initiated space reallocation pursuant to Section 4.05.1. In such cases, Airline may, but shall not be required to, remove any alterations, additions or improvements installed at the Airline Premises pursuant to Section 10.05.

15.04 *Holding Over.* In the event Airline uses its Airline Premises without the written consent of City after this Agreement has been canceled or expires, Airline shall be deemed a month-to month tenant at will, and Airline shall pay the charges required hereunder. Notwithstanding anything set forth herein to the contrary, Airline shall not be entitled to the revenue sharing detailed in Section ~~8.06~~8.07 of this Agreement during any holdover period ~~without the prior written approval or consent of City,~~ and if Airline holds over for more than ninety (90) days after this Agreement has been canceled or expires, Airline shall be deemed to be a Non-Signatory Airline and shall thereafter be subject to common use charges for its use of any Gates and Ticket Counters that were leased to Airline as Preferential Use Premises under this Agreement.

## **Article 16 Assignment, Subletting, And Handling Agreements**

### 16.01 *Assignment and Subletting by Airline.*

16.01.1 Airline shall not assign or transfer this Agreement or any interest therein nor sublet the whole or any portion of the Airline Premises without first obtaining City's written consent, nor shall this Agreement or any interest ~~thereunder~~hereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the consent of City first had and obtained, which consent shall not be unreasonably withheld. Airline shall not charge rent under any sublease that exceeds one hundred fifteen percent (115%) of the rent paid by Airline to City under this Agreement. Airline agrees that if at any time during the Term more than one-half (1/2) of the outstanding shares of any class of stock of Airline's corporation shall belong to any stockholders other than those who own more than one-half (1/2) of the outstanding shares of that class of stock at the time of the execution of this Agreement or to members of their immediate families, such change in ownership of the stock of Airline shall be deemed an assignment of this Agreement within the meaning of this Article (unless Airline is a corporation whose stock is listed on the New York Stock Exchange or other major stock exchange, in which case such an event will not be considered an assignment of this Agreement). Airline's entering into any operating agreement, license or other agreement where a third party, other than ~~a subsidiary, affiliate, or code share partner~~an Affiliate of Airline, is given rights or privileges to utilize portions of the Airline Premises shall be considered an attempted assignment or subletting within the meaning of this section.

16.01.2 Notwithstanding anything set forth herein to the contrary, Airline shall have the right, without first obtaining City's written consent, to assign or transfer this Agreement to (a) an entity controlling, controlled by or under common control with Airline or (b) a successor by merger, consolidation or acquisition to all or substantially all of the assets of Airline.

16.01.3 In the event that Airline shall, directly or indirectly, assign, sell, hypothecate, or otherwise transfer this Agreement, or any portion of Airline Premises, in contravention hereof without the prior written consent of City, City in its sole discretion may terminate this Agreement upon thirty (30) days written notice.



16.01.4 Airline shall include with any request for consent to assign or sublease a copy of the proposed assignment or sublease agreement. The assignment or sublease agreement submitted with Airline's request shall include the following information: (a) the term; (b) the area or space to be assigned or subleased; (c) the sublease rental to be charged; and (d) the provision that assignee or sublessee must execute a separate agreement with City for operating at the Airport. Any other information reasonably requested by City pertaining to said sublease or assignment shall be promptly provided by Airline. A fully executed copy of such sublease or assignment shall be submitted to City for final approval within sixty (60) days of the occupancy of Airline Premises, or any portion thereof, by the assignee or sublessee. Such sublease or assignment shall be substantially similar to the sublease or assignment that was submitted by Airline to City prior to such sublease or assignment for approval.

16.01.5 Airline shall include Sections 17.03 and ~~18.26~~18.28 of this Agreement in all subleases and cause sublessees to similarly include clauses in further subleases.

16.01.6 Nothing in this Article 16 shall be construed to release Airline from its obligations under this Agreement, including but not limited to, the payment of rentals, fees, and charges provided herein.

16.02 *Handling Agreements.* In the event Airline agrees to ground handle any portion of the operations of another ~~Air Transportation Company~~Passenger Carrier, Airline shall provide City advance written notice of such proposed activities, including a description of the type and extent of services to be provided and a ground handling agreement between Airline and the ~~Air Transportation Company~~Passenger Carrier. Notwithstanding the foregoing, Airline shall not ground handle any ~~Air Transportation Company~~Passenger Carrier which does not have consent of City for the operation of its Air Transportation Business at the Airport.

## **Article 17 Government Inclusion**

17.01 *Government Agreements.* This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government or other governmental authority relative to the operation or maintenance of the Airport or the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority. City agrees to provide Airline with written advance notice of any provisions that would adversely modify the material terms of this Agreement.

17.02 *Federal Government's Emergency Clause.* All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

### 17.03 *Nondiscrimination.*

17.03.1 Airline for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree as a covenant running with the land that (a) no person on the grounds of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity disability, ethnicity or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airline Premises, and (b) in the construction of any improvements on, over, or under Airline Premises and the furnishing of services thereon, no person on the grounds of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity disability, ethnicity or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

17.03.2 In the event of a breach of any of the above nondiscrimination covenants ~~which~~that is not cured, City shall have the right to cancel this Agreement.

### 17.04 *Security.*

17.04.1 Airline acknowledges that security is of primary importance at the Airport and that security requirements are likely to change during the Term. Airline, its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, shall comply with security measures (a) required of Airline by the FAA or the TSA or by the City in accordance with applicable requirements of the FAA or the TSA or their authorized successor(s) or (b) contained in any Airport master security plan approved by the FAA or the TSA or their authorized successor(s).

17.04.2 Airline understands and agrees that security requirements may affect Airline's Air Transportation Business operations and costs. Airline further agrees that, in addition to the provisions of Section 13.01, it shall be strictly liable for the payment of any civil penalties assessed against City or Airline relating to security and resulting from the negligence or intentional acts of omission or commission of ~~its~~Airline's officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, and Airline shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control.

## Article 18 General Provisions

### 18.01 *Subordination to Master Trust Indenture and Subordinated Financing Agreements.*

18.01.1 This Agreement and all rights granted to Airline hereunder are expressly subordinated and subject to the lien, covenants (including the rate covenants), and provisions of the pledges, transfer, hypothecation, or assignment made by City in the Master Trust Indenture ~~and~~, any Subordinated Financing Agreements. ~~City and Airline agree that to the extent required by the Master Trust Indenture, any Subordinated Financing Agreements or law, the holders of the Bonds or Subordinated Indebtedness or their designated representatives shall have the right to exercise any and all rights of City hereunder or Other Indebtedness agreements.~~

18.01.2 City shall notify Airline in advance of and offer to comment upon, any amendments or supplements to the Master Trust Indenture ~~or~~, any Subordinated Financing Agreements or Other Indebtedness agreements that would materially alter the terms and provisions of this Agreement or materially impact the levels of rentals, fees, and charges paid by Airline ~~(herein referred to as "Material Amendments")~~. City shall give consideration to any such comments timely submitted by Airline.

18.01.3 With respect to property leased by City to Airline hereunder which was or is to be acquired by City with proceeds of Bonds ~~or~~, Subordinated Indebtedness or Other Indebtedness, the interest on which is, or is intended to be, excludable from the gross income of the holders of such Bonds ~~or~~, Subordinated Indebtedness or Other Indebtedness for federal income tax purposes, the parties hereby covenant not to take or fail to take any action that would impair the tax-exempt status of such Bonds ~~and~~, Subordinated Indebtedness or Other Indebtedness. In particular, Airline ~~shall make~~makes an irrevocable election not to claim depreciation or an investment credit with respect to any property leased to Airline hereunder.

18.01.4 Airline agrees to execute all instruments, certificates, or other documents that are consistent with this Agreement, contain factually correct information and are reasonably requested by City to assist City and bond counsel in determining and assuring that Bonds ~~and~~, Subordinated Indebtedness or Other Indebtedness are issued in compliance with applicable rules and regulations of the Internal Revenue Service and the Securities and Exchange Commission, and Airline shall provide whatever additional relevant information is reasonably requested by City initially or on an ongoing basis in connection with complying with any of those rules and regulations.

18.02 ~~18.02~~ *Nonwaiver.* No waiver of default by either party of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions to be performed, kept, and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein.

18.03 *Passenger Facility Charge.* City reserves the right to assess and collect PFCs subject to the terms and conditions set forth in the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117 (the "PFC Act"), and implementing regulations as each of these may be supplemented or amended from time to time. Airline shall collect and pay all PFCs for which it is responsible under the provisions of 14 C.F.R. Part 158. Failure by Airline to remit PFCs within the time frame required by 14 C.F.R. Part 158 shall be grounds for immediate cancellation of this Agreement pursuant to Section 13.03.

18.04 *Quiet Enjoyment.*

18.04.1 City agrees that, so long as Airline's payment of rentals, fees, and charges is timely and Airline keeps all covenants and agreements contained herein, Airline shall peaceably have and enjoy its Airline Premises and all rights, privileges, and licenses of the Airport, its appurtenances and facilities granted herein, subject to the terms and conditions herein contained.

18.04.2 Consistent with the nature of Airline's business, Airline agrees that occupancy of its Airline Premises will be lawful and quiet and that it will not knowingly use or permit the use of Airline Premises in any way that would violate the terms of this Agreement, create a nuisance, or disturb other tenants or the general public. Airline shall be responsible for the activity of its officers, employees, agents, and others under its control with respect to this provision.

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

18.06 *Avigation Rights.* City reserves unto itself and its successors and assigns for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including the Airline Premises, for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air.

18.07 *Rules and Regulations.*

18.07.1 Airline and its officers, employees, agents, and others under its control shall observe and obey all laws, regulations, and orders of the federal, state, county and municipal governments and City (acting in its governmental capacity) which may be applicable to Airline's operations at the Airport.

18.07.2 City, acting in its governmental capacity, may from time to time adopt, amend, or revise the Rules and Regulations for reasons of safety, health, preservation of property, or for the maintenance of the good and orderly appearance or operation of the Airport (in adopting, amending or revising the Rules and Regulations, City shall consult with the Signatory Airlines and shall give the Signatory Airlines ~~30~~ thirty (30) days' notice of any proposed change, except with respect to emergency changes to the Rules and Regulations). Airline and its officers, employees, agents, and others under its control shall faithfully comply with and observe such reasonable and non-discriminatory Rules and Regulations, except as they may conflict with the terms and provisions of this Agreement, or the regulations of another governmental entity having appropriate jurisdiction.

18.07.3 Airline shall be strictly liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire Term of this Agreement by any federal, state, or local governmental entity or any court of law having jurisdiction over Airline or Airline's operations and activities.

18.08 *Inspection.* Airline shall allow City's authorized representatives access to the Airline Premises for the purpose of examining and inspecting said premises; for purposes necessary, incidental to, or connected with the performance of City's obligations under this Agreement; or, in the exercise of City's governmental functions. Except in the case of an emergency, City shall conduct such inspections during reasonable business hours, after reasonable prior notice to Airline and in the presence of Airline's representative.

18.09 *Airline Operations Information and Planning.*

18.09.1 For planning purposes, Airline shall upon request cooperate to the greatest extent possible to furnish to City any and all pertinent information regarding Airline's current and future operations (including forecasts) at Airport. City shall be entitled, from time to time, to release consolidated statistics for all ~~Air Transportation Companies~~Passenger Carriers providing Scheduled Operations at the Airport.

18.09.2 Airline shall discuss with City at the earliest date possible its consideration of changes to its operations or the type and series of aircraft used at the Airport (other than equipment substitution necessitated by occurrences beyond the control of Airline). City shall be entitled, from time to time, to release consolidated statistics for all ~~Air Transportation Companies~~Passenger Carriers providing Scheduled Operations at the Airport.

18.10 EGSE. Airline shall convert its GSE to EGSE within eighteen (18) months of the DBO of new Terminal facilities to be constructed as part of the Project described in Section 10.06 that are assigned to Airline; provided, however, after DBO of such new Terminal facilities, if Airline occupies facilities in both the new Terminal facilities and in old Terminal facilities that cannot accommodate EGSE, such obligation will be limited to that portion of Airline's GSE required to operate at the new Terminal facilities. City shall use reasonable efforts to complete any improvements to old Terminal facilities that are required to enable Airline to use EGSE at such facilities, and within eighteen (18) months after completion of such improvements, Airline shall convert that portion of Airline's GSE to EGSE as required to operate at such improved Terminal facilities.

18.11 ~~18.10~~ *No Individual Liability.* No member, officer, agent, director, or employee of City or Airline shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

18.12 ~~18.11~~ *Hazard Communication Standard.* Airline agrees at all times hereunder to be subject to regulations imposed by 29 C.F.R. Part 1910, "Hazard Communication." Airline agrees that it shall be solely responsible for any and all violations thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, contractors, subcontractors, successors, assigns and suppliers.

18.13 ~~18.12~~ *Relationship of Parties.* Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees, and charges, nor any other provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of landlord and tenant.

18.14 ~~18.13~~ *Capacity to Execute.* Airline shall submit a copy of any corporate resolution or secretary certificate, if requested by City, which authorizes any director or officer to act on behalf of Airline and which authorizes Airline to enter into this Agreement.

18.15 ~~18.14~~ *Savings.* The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against City by reason of the preparation of this Agreement by City.

18.16 ~~18.15~~ *Successors and Assigns Bound.* This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

18.17 ~~18.16~~ *References to and Incorporation of Exhibits.* ~~All~~ Unless otherwise indicated, references to exhibits and attachments referred to in this Agreement refer to exhibits attached to this Agreement, which are intended to be and are hereby specifically made a part of this Agreement.

18.18 *References to Articles and Sections.* Unless otherwise indicated, references to articles or sections in this Agreement refer to articles or sections of this Agreement.

18.19 ~~18.17~~ *Titles.* Paragraph titles are inserted only as a matter of convenience and for reference. They in no way define, limit, or describe the scope or extent of any provision of this Agreement.

18.20 ~~18.18~~ *Severability.* In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either City or Airline in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

18.21 ~~18.19~~ *Amendments.* Except as otherwise provided herein, no amendment, modification or alteration of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

18.22 ~~18.20~~ *Other Agreements.* Other than as set forth herein, nothing contained in this Agreement shall be deemed or construed to nullify, restrict, or modify in any manner the provisions of any other lease or contract between City and Airline authorizing the use of the Airport, its facilities, and appurtenances.

18.23 ~~18.21~~

Approvals.

18.23.1 ~~18.21.1~~ Unless otherwise stated, whenever this Agreement calls for approval by City, such approval shall be evidenced by the written approval of the Executive Director.

18.23.2 ~~18.21.2~~ Except as otherwise provided herein, any approval required by either party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

~~18.22~~ —

18.24 Notice. ~~18.22.1~~ All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing with proof of delivery. ~~If intended for City, notices shall be delivered to:~~

18.24.1 If intended for City,

Notices by overnight courier or hand delivery shall be delivered to:

Salt Lake City Department of Airports  
Executive Director  
776 N. Terminal Drive, TU1, Suite 250  
Salt Lake City, Utah 84122

Notice to City by first class mail shall be addressed to:

Salt Lake City Department of Airports  
Executive Director  
P.O. Box 145550  
Salt Lake City, Utah 84114-5550

or to such other address as may be designated by City by written notice to Airline.

18.24.2 ~~18.22.2~~ Notices to Airline shall be delivered to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as may be designated by Airline by written notice to City.

18.25 ~~18.23~~ *Agent for Service.* It is expressly understood and agreed that if Airline is not a resident of the State of Utah, or is an association or partnership without a member or partner resident of said state, Airline shall appoint an agent for the purpose of service of process in any court action between it and City arising out of or based upon this Agreement. Airline shall immediately, within ten (10) days of execution of this Agreement, notify City, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of Utah for service upon a non-resident engaging in business in the state. It is further expressly agreed, covenanted, and



stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, Airline may be personally served out of the State of Utah by the registered mailing of such service at the address set forth in Section ~~18.22-18.24~~.

18.26 ~~18.24~~ *Governing Law and Legal Forum.* This Agreement is to be read and construed in accordance with the laws of the State of Utah. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Salt Lake, or if federal jurisdiction is appropriate, exclusively in the United States District Court, District of Utah, Salt Lake City, Utah.

18.27 ~~18.25~~ *Force Majeure.* Except as herein provided, neither City nor Airline shall be deemed to be in default if either party is prevented from performing any of the obligations, other than the payment of rentals, fees, and charges, by reason of strikes, boycotts, labor disputes, epidemics, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control.

18.28 ~~18.26~~ *Americans with Disabilities Act and Air Carrier Access Act.* Airline shall be solely and fully responsible for ensuring that Airline's operations, wherever they may occur at the Airport, and any improvements made by Airline pursuant to Section 10.05, shall comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., as amended from time to time ("ADA"), and the Air Carrier Access Act, 49 U.S.C. § 41705, as amended from time to time ("ACAA"). Airline shall develop a work plan to correct or avoid any violations or non-compliance with the ADA or the ACAA. Airline shall deliver to the City, upon City's request, a copy of each such report and work plan. City's approval of or acceptance of any aspect of Airline's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity or practice complies with the ADA or the ACAA. Airline agrees to indemnify, defend, and hold the City harmless from any and all costs incurred by City with respect to Airline's failure to comply with the ADA or the ACAA for Airline's operations or any improvements made by Airline at the Airport.

City shall comply with the ADA and the ACAA as applicable to any facilities constructed by City and any improvements made by City at the Airport.

18.29 ~~18.27~~ *Federal Grant Agreement Covenants.* Airline acknowledges that City is subject to Federal Grant Agreement obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to be bound by the following covenants provided by the FAA, as they may apply to Airline.

18.29.1 ~~18.27.1~~ Airline for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated at the Airport for a purpose for which a DOT program or activity is extended, or for another purpose involving the provision of similar services or benefits, Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Sub-title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.



18.29.2 ~~18.27.2~~ Airline for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (a) no person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation or denied the benefits of, or otherwise be subjected to discrimination, (c) that Airline shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Sub-title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

18.29.3 ~~18.27.3~~ That in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement, to re-enter and repossess any of said Airport premises and the facilities thereon, and to hold the same as if this Agreement had never been made or issued. This provision shall not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed including expiration of appeal rights.

18.29.4 ~~18.27.4~~ Airline shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

18.29.5 ~~18.27.5~~ Non-compliance with Section ~~18.27.4~~ above 18.29.4 shall constitute a material breach of this Agreement and in the event of such non-compliance City shall have the right to terminate this Agreement and any estate hereby created without liability therefore or, at the election of City or the United States, either or both said governments shall have the right to judicially enforce ~~Sections 18.27.1, 18.27.2, 18.27.3 and 18.27.4~~ of this Section ~~18.27.~~ 18.29.

18.29.6 ~~18.27.6~~ Airline agrees that it shall insert or incorporate the above five provisions 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 at the Airport.

18.29.7 ~~18.27.7~~ Airline assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This paragraph obligates Airline or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interests therein or structures or improvements thereon. In these cases, this paragraph obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this paragraph binds the contractors from the bid solicitation period through the completion of the contract.

18.29.8 ~~18.27.8~~ Notwithstanding anything set forth herein to the contrary, to the extent required: (a) under the Master Trust Indenture; (b) under any Subordinated Financing Agreement; or (c) by the FAA, the DOT, the TSA or a similar governmental authority, other than City, having jurisdiction over the Airport, City reserves the right to further develop or improve the landing area of the Airport as required, regardless of the desires or views of Airline and without interference or hindrance.

18.29.9 ~~18.27.9~~ This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation or maintenance of the Airport.

18.29.10 ~~18.27.10~~ Airline agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Airport premises or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

18.29.11 ~~18.27.11~~ Airline, by accepting this Agreement, agrees for itself and its successors and assigns that it will not make use of the Airport premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Airport premises and cause the abatement of such interference at the expense of Airline.

18.29.12 ~~18.27.12~~ Airline, by accepting this Agreement, expressly agrees for itself and its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Airport premises, above the main sea level elevation that would exceed FAR Part 77 standards or elevations affecting the Airport navigable airspace. In the event the aforesaid covenants are breached, City reserves the right to enter upon the permitted premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Airline.

18.30 ~~18.28~~ *FAA Modifications for Grants of Funds.* In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Agreement, City shall give notice of any such requirement to Airline and Airline agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable City to obtain said FAA funds.

18.31 ~~18.29~~ *Prohibition of Gifts.* Airline is familiar with City's prohibition against the acceptance of any gift by a City officer or employee or former City officer or employee, which prohibition is found in Chapter 2.44 of the Salt Lake City Code, as such chapter may be amended. Airline represents that it has not (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44 of the Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance. Airline agrees not to offer any City officer or employee or former City

officer or employee any gift prohibited by Chapter 2.44 of the Salt Lake City Code and agrees to abide by all laws applicable to it with respect to the making or offering of gifts or things of value to City officers or employees or former City officers or employees.

18.32 ~~18.30~~ *Taxes.*

18.32.1 ~~18.30.1~~ Airline shall pay, but such payment shall not be considered part of Airport Revenue, all taxes, assessments and charges of a like nature, if any (including any possessory interest tax), which at any time during the term of this Agreement may be levied against Airline or become a lien by virtue of any levy, assessment or charge against Airline by the United States Government, the State of Utah, Salt Lake County or any governmental successor in authority to the foregoing, or any other tax- or assessment-levying bodies, in whole or in part, upon or in respect to (a) the Airline Premises or such facilities of the Airport as are made available for use by Airline hereunder or (b) any personal property belonging to Airline situated on or in the Airline Premises. The property interest of Airline, if any, created by this Agreement may be subject to property taxation, and Airline may be subject to the payment of property tax levied on such interest. Payment of such additional charges for all such taxes, assessments and charges, when and if levied or assessed, shall be made by Airline directly to the taxing or assessing authority charged with collection thereof, in which event Airline shall be responsible for obtaining bills for all of said taxes, assessments and charges and promptly providing City with evidence of payment therefore.

18.32.2 ~~18.30.2~~ Airline may, at its expense, contest the amount or validity of any tax or assessment or the inclusion of the Airline Premises as taxable or assessable property directly against the taxing or assessing authority. Airline shall indemnify City from all taxes, penalties, costs, expenses, and attorneys' fees incurred by City resulting directly or indirectly from all such tax contests other than contests of City-imposed taxes.

18.32.3 ~~18.30.3~~ Upon any termination of this Agreement, all lawful taxes then levied or a lien upon any of such property or taxable interest therein shall be paid in full by Airline forthwith or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between the attachment of the lien and the issuance of the statement.

18.33 ~~18.31~~ *Waiver of Visual Artists Rights.* Airline shall not install any object in the Airline Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 (“VARA”) unless and until Airline has (a) obtained the prior written approval of the Executive Director and (b) provided City with a written waiver from the author of such work of visual art, in form and substance reasonably satisfactory to City, which waiver shall identify specifically the work of visual art and the uses of that work to which the waiver applies in accordance with 17 U.S.C. § 106A(e)(1).

18.34 ~~18.32~~ *Exclusiveness of Airline’s Rights.* Nothing contained in this Agreement shall be deemed to grant to Airline any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a)(4) with respect to activity on the Airport, except that, subject to the terms and provisions of this Agreement, Airline shall have the right to exclusive possession of any Exclusive Use Premises made available to Airline under the provisions of this Agreement.

18.35 ~~18.33~~ *No Third-Party Beneficiaries.* There are no third-party beneficiaries to this Agreement other than as specifically provided in Sections 7.02 and 7.03 ~~hereof~~.

18.36 ~~18.34~~ *Liens and Encumbrances.* Airline shall keep the Airline Premises free and clear of any liens and encumbrances arising or growing out of Airline's use and occupancy of the Airline Premises or activities at the Airport. Airline agrees to fully indemnify and defend City in connection with any such liens filed against the Airline Premises. At City's request, Airline shall furnish City with written proof of payment of any item that would or might constitute the basis for such a lien on the Airline Premises if not paid.

18.37 ~~18.35~~ *Labor Disputes.* Airline agrees to use reasonable efforts to avoid disruption to City, its tenants or members of the public arising from labor disputes involving Airline, and in the event of a strike, picketing, demonstration or other labor difficulty involving Airline, to use its good offices, including the utilization of available legal remedies, to minimize or eliminate any disruption to City, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

18.38 ~~18.36~~ *SEC Rule 15c2-12.12.* Airline, upon request by City, shall provide City with such information as City may reasonably request in writing to comply with City's continuing disclosure requirements under SEC Rule 15c2-12 as it may be amended from time to time; provided, however, that Airline may in lieu of providing the requested information direct City to an Airline or SEC website where the requested information is then currently available. Airline covenants that any information so provided, either directly or by reference to any website, shall not misstate any material fact and shall not fail to state any fact necessary, in light of the circumstances under which the information is provided, in order to make the information provided not misleading.

18.39 ~~18.37~~ *Government Records Access and Management Act.* City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Airline pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Airline. Any materials for which Airline claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Airline explaining Airline's claim of exemption from disclosure. City will make reasonable efforts to notify Airline of any requests made for disclosure of documents submitted under a claim of confidentiality. Airline may, at Airline's sole expense, take any appropriate actions to prevent disclosure of such material. Airline specifically waives any claims against City related to disclosure of any materials required by GRAMA.

18.40 ~~18.38~~ *Contracting on More Favorable Terms.*

18.40.1 ~~18.38.1~~ City covenants and agrees that in the event it enters into any lease, contract or any other agreement with any other Air ~~Transportation Company~~ Carrier containing more favorable terms than this Agreement, or grants to any Air ~~Transportation Company~~ Carrier rights, privileges, or concessions at the Airport which are not accorded Airline hereunder, it shall advise Airline of such action and this Agreement shall, at Airline's option, be amended to incorporate such rights, terms, privileges and concessions, or any of them, as part of this Agreement.

18.40.2 ~~18.38.2~~ In the event that any Air ~~Transportation Company~~ Carrier shall undertake any operations at the Airport for the carriage of passengers, cargo or mail by air, City shall require, to the extent legally permissible, such Air ~~Transportation Company~~ Carrier to execute and deliver an agreement, lease, permit or contract with City providing for the payment of Landing Fees

and Terminal Rents and Other Fees and Charges that are not less than those rates then in effect for the Signatory Airlines.

18.41 ~~18.39~~ *Memorandum of Lease.* In the event that City so requests, Airline shall execute, attest, acknowledge, and deliver for recording a short form Memorandum of Lease of this Agreement.

18.42 ~~18.40~~ *Entire Agreement.* It is understood and agreed that this instrument contains the entire agreement between the parties hereto with respect to the subject matter hereof and it may not be modified or amended except by a written instrument that is signed by both parties. It is further understood and agreed by Airline that City and City's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except such as are in this Agreement expressly set forth, and no claim or liability or cause for termination shall be asserted by Airline against City for, and City shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement.

*[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**SALT LAKE CITY CORPORATION**

**[AIRLINE NAME]**

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

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_

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## EXHIBITS

Exhibit A — Airport Boundaries, Premises, and Space

Exhibit B — Rates and Charges

Exhibit C — Space Change Summary Notice

Exhibit D — Affiliate Designation and Withdrawal Forms

Exhibit E — Maintenance Responsibilities

~~Exhibit F—Airline Activity Report~~

~~Exhibit G—Capital Improvement Plan~~

~~Exhibit A~~

~~Airport Boundaries, Premises, and Space~~

~~Exhibit B~~  
~~Rates and Charges~~

~~Exhibit C~~  
~~Space Change Summary Notice~~

~~Exhibit D~~  
~~Affiliate Designation and Withdrawal Forms~~

~~Exhibit E~~  
~~Maintenance Responsibilities~~

Exhibit F  
~~Airline Activity Report~~



Exhibit G  
Capital Improvement Plan

Document comparison by Workshare Compare on Monday, June 16, 2014  
1:55:31 PM

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Document 1 ID	file:///tosscloud.local/tosscloud/and0001\$/newdata/Wdox/Docs/Clients/SALTLAKE/4651/A0104395.DOC
Description	A0104395
Document 2 ID	file:///tosscloud.local/tosscloud/and0001\$/newdata/Wdox/Docs/Clients/SALTLAKE/4651/A0255890.DOCX
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Moved to	75
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Format changed	0
Total changes	1369

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**AIRLINE USE AGREEMENT**

for

SALT LAKE CITY INTERNATIONAL AIRPORT

BY AND BETWEEN

SALT LAKE CITY CORPORATION

AND

DELTA AIR LINES, INC.

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**AIRLINE USE AGREEMENT**

THIS AIRLINE USE AGREEMENT (as amended, modified or altered from time to time, the “Agreement”) is made and entered into this 1st day of July, 2014 by and between Salt Lake City Corporation, a municipal corporation of the State of Utah, and Delta Air Lines, Inc., a corporation organized and existing under the laws of Delaware and authorized to do business in the State of Utah (“Airline”).

WITNESSETH:

WHEREAS, City has the ownership, custody, control and management of the Salt Lake City International Airport (as it now exists or hereafter may be extended, the “Airport,” the approximate boundaries of which are shown on Exhibit A, including all real property easements or any other interests therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by City) located in Salt Lake County, State of Utah, as well as the ownership, custody, control and management of South Valley Regional Airport in West Jordan, Salt Lake County, Utah, and Tooele Valley Airport in Tooele, Tooele County, Utah (the “Reliever Airports”); and

WHEREAS, the Salt Lake City Department of Airports (“SLCDA”) operates, maintains, improves and promotes the Airport and the Reliever Airports on behalf of the City; and

WHEREAS, City has the right to lease, license, or otherwise provide for the use of the land, property and facilities of the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, Airline is duly certificated by the United States Department of Transportation, Federal Aviation Administration, and is engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo; and

WHEREAS, Airline desires to lease certain premises and obtain certain rights, services and privileges in connection with the use of the Airport and its facilities, and City is willing to grant and lease the same to Airline upon the terms and conditions hereinafter stated; and

WHEREAS, City, Airline and all Air Carriers (as defined below) currently operating at the Airport that are represented by the Airport-Airline Affairs Committee have negotiated the terms of this Agreement and intend to terminate all currently effective Airline Use Agreements and Airline Operating Agreements effective as of June 30, 2014, and as more specifically provided in this Agreement; and

WHEREAS, certain Signatory Airlines and City agreed to amend this Agreement to facilitate the construction of Gates on the north concourse by extending the Term of this Agreement to June 30, 2034 and adding a new Section 8.12 concerning certain commitments by City to discuss early repayment of principal on debt (the “First Amendment”); and [NTD: Only include for airlines signing prior extension]

WHEREAS, Airline and City desire to build additional facilities at the Airport, including up to sixteen additional Gates on the north concourse (as further described in Exhibit H-6.1-H6.6 hereto, the “Phase IV Gate Expansion”), and agree to amend this Agreement in order to finance the additional

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**Capital Improvements and update certain terms and conditions (the “Second Amendment”) [NTD: Insert either “First Amendment” or “Second Amendment”]; and**

WHEREAS, Airline and City agree to enter into this Agreement specifying the rights and obligations of the parties with respect to the use and occupancy of the Airport by Airline;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, City and Airline do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

**Article 1 Definitions**

The following words, terms and phrases wherever used in this Agreement shall for the purposes of this Agreement have the following meanings:

1.01 *Adjustment-to-Actual* shall mean the annual adjustments made in accordance with Section 8.06.

1.02 *Affiliate* shall mean any Non-Signatory Airline that provides passenger service and that:

1.02.1 Is designated by Airline to the City as its Affiliate in accordance with Section 5.03, and

1.02.2 Has executed an Operating Agreement containing insurance, indemnification and other standard provisions as required by the City; and either:

(a) is operating at the Airport for the benefit of Airline, under the same or substantially similar livery as Airline, and (i) is owned by Airline, or (ii) is a subsidiary of the same corporate parent as Airline, or (iii) is under contract to Airline in respect of such operation; or

(b) is operating under its own livery at the Airport, is not selling any seats on an aircraft in its own name and all seats on such aircraft are being sold in the name of Airline; or

(c) is operating at the Airport under Airline’s two-letter designator code and its own two-letter designator code, but is not headquartered in the United States.

1.03 *Air Carrier* shall mean a carrier certificated by the Secretary of Transportation as a Passenger Carrier under 49 U.S.C. § 41102 or a Cargo Carrier under 49 U.S.C. § 41103.

1.04 *Air Transportation Business* shall mean that business operated by Airline at the Airport for the commercial transportation by air of persons, property, mail, parcels and/or cargo.

1.05 *Airfield* shall mean those portions of the Airport provided for the landing, taking off, and taxiing of aircraft, including without limitation approach and turning zones, clear zones, avigation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, GSE Storage Areas, and other appurtenances related to the aeronautical use of the Airport, including any airfield property purchased for noise or other environmental mitigation purposes.

1.06 *Airfield Cost and Revenue Center* shall include the allocated share of Debt Service; direct, indirect and general administrative Operating Expenses; Renewal and Replacement Costs; the

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Coverage Amount Requirement; required reserve deposits; and all Revenues attributable to the Airfield as identified in Exhibit B.

1.07 *Airfield Revenue Requirement* shall mean the amount that includes all direct and indirect costs less certain revenues as defined in and in accordance with Section 8.02.1.

1.08 *Airline* shall mean the Passenger Carrier signing this Agreement.

1.09 *Airline Premises* shall mean those areas at the Airport assigned to Airline or any other Passenger Carrier as Exclusive Use Premises, Preferential Use Premises, Joint Use Premises and Common Use Premises, as shown on Exhibit A. When required, these exhibits will be revised in accordance with changes in the assignment of areas as provided by this Agreement.

*1.09(A) Airline Rented Space shall mean the number of square feet of space in the Terminal that is rented by Air Carriers.*

1.10 *Airline Revenue Requirement* shall mean the sum of the Airfield Revenue Requirement and the Terminal Revenue Requirement.

1.11 *Airline Technical Representative* shall mean the person designated by the Chair of the AAAC to represent the AAAC in matters pertaining to the Project or the Phase IV Gate Expansion as specified in Sections 10.06.3 and 10.08.

1.12 *Airport-Airline Affairs Committee* (“AAAC”) shall mean collectively the authorized representatives of each Signatory Airline that shall meet from time to time with representatives of City to receive information and provide input from the Signatory Airlines with regard to selected operational and development matters at the Airport.

1.13 *Annual Adjusted Gross Revenue* shall mean rent, concession fees or similar charges actually received during any Fiscal Year by the City from Selected Concessions. Annual Adjusted Gross Revenue shall not include sales taxes, utility fees, consortium fees, key money, Customer Facilities Charges or other similar “pass through” charges.

1.14 *Auto Rental Concessions* shall mean all auto rental companies or other business organizations operating pursuant to concession agreements with the City.

~~1.15 *Balanced Facility Requirement* shall mean the following minimum space that a Passenger Carrier must lease to qualify as a Signatory Airline hereunder: (a) one (1) gate (b) two (2) Ticket Counter positions, and (c) airline ticket office, bag make up, bag office or other space deemed part of the Balanced Facility Requirement by the Executive Director.~~

1.15 [RESERVED]

1.16 *Bonds* shall have the meaning provided for in the Master Trust Indenture.

1.17 *Capital Investment* shall mean an expenditure made to acquire, purchase or construct a single capital item or project for the purpose of improving, maintaining or developing the Airport and shall include expenses incurred for acquisition, development, study, analysis, review, design, or capital planning efforts.

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1.18 *Capital Outlay* shall mean an expenditure of no more than one hundred thousand dollars (\$100,000) for fixtures, furnishings or equipment net of grants-in-aid and PFCs.

1.19 *Cargo Aircraft Aprons* shall mean those areas of the Airport that are primarily designated for the parking of cargo aircraft and support vehicles and the loading and unloading of cargo aircraft.

1.20 *Cargo Carrier* shall mean a carrier certificated by the Secretary of Transportation as a Cargo Carrier under 49 U.S.C. § 41103.

1.21 *Chargeable Landing* shall mean all Revenue Landings and Non-Revenue Landings.

1.22 *City* shall mean the Salt Lake City Corporation, a municipal corporation of the State of Utah, and the person, division, department, bureau, or agency as may from time to time be expressly designated by the City to exercise functions equivalent or similar to those now exercised by the City with respect to rights and obligations of City under this Agreement.

1.23 *City Council* shall mean the City Council of City.

1.24 *Common Use* shall mean shared use of areas by Airline and one or more other Passenger Carriers.

1.25 *Common Use Premises* shall mean those areas of the Terminal, including without limitation Common Use Gates, Common Use Ticket Counters, Common Use Skycap Positions and baggage areas, not assigned on an Exclusive Use, Joint Use or Preferential Use basis (excluding Public Space) but rather used in common by Airline and one or more other Passenger Carriers.

1.26 *Cost and Revenue Centers* shall mean those areas or functional activities of the Airport used for the purposes of accounting for Revenues, Operating Expenses, Renewal and Replacement Costs, Capital Investments and Debt Service as identified in Exhibit B.

1.27 *Coverage Amount Requirement* shall mean: the amount which is necessary to be deposited in the Rolling Coverage Account in order for the City to have on deposit therein (i) with respect to any Debt Service due and payable in the current Fiscal Year on Bonds, an amount equal to twenty-five percent (25%) of such Debt Service, and (ii) with respect to Debt Service due and payable in the current Fiscal Year on Subordinated Indebtedness, an amount equal to the amount by which the Revenues available to pay such Subordinated Indebtedness are required to exceed the Debt Service due and payable in the current Fiscal Year on such Subordinated Indebtedness pursuant to the applicable Subordinated Financing Agreement.

1.28 *Customer Facility Charges* (“CFCs”) shall mean fees imposed for non-aeronautical use of the Airport for the purpose of funding non-aeronautical facilities at the Airport, such as a consolidated rental car facility, as such fees may be altered from time to time during the Term of this Agreement.

1.29 *Date of Beneficial Occupancy* (“DBO”) shall mean the date when a project or phased component of a project has been completed and the Executive Director determines that it is available for use by Air Carriers.

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1.30 *Debt Service* shall have the meaning described in the Master Trust Indenture, Subordinated Financing Agreement and Other Indebtedness agreements.

1.31 *Debt Service Reserve Funds* shall mean such funds established and maintained pursuant to the Master Trust Indenture, Subordinated Financing Agreement and Other Indebtedness agreements.

1.32 *Deplaned Passenger* shall mean any passenger disembarking an aircraft, including any such passenger that shall subsequently board another aircraft of the same or a different Passenger Carrier or the same aircraft previously operating under a different flight number.

1.33 *DOT* shall mean the United States Department of Transportation.

1.33(A) *Early Bag Storage System* shall mean a dedicated baggage system connected to the main baggage handling system used to sort and store checked baggage that arrives prior to when a Passenger Carrier would typically load baggage onto an aircraft, and that automatically retrieves stored baggage when a flight is scheduled to depart and sends it to traditional baggage carousels found on level 1 of the concourses of the Airport.

1.34 *EGSE* shall mean GSE powered by electricity or any other alternative fuel eligible for AIP funding under the FAA's Voluntary Airport Low Emission Program,

1.35 *Enplaned Passenger* shall mean any passenger boarding an aircraft, including any such passenger that previously disembarked from another aircraft of the same or a different Passenger Carrier or from the same aircraft previously operating under a different flight number.

1.36 *Environmental Laws* shall mean and include all applicable federal, state, and local laws, statutes, ordinances, regulations, decrees, and/or rules currently in effect or which may come into effect during the Term of this Agreement, as may be amended from time to time, and all implementing regulations, orders, and applicable federal or applicable state court decisions interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all applicable federal or state superlien or environmental clean-up statutes.

1.37 *Exclusive Use Premises* shall mean any office space, storage area, VIP lounge, employee break room or other area of the Terminal designated by City for exclusive use by Airline as shown on Exhibit A.

1.38 *Executive Director* shall be the Executive Director of SLCDA and shall include such person or persons as may from time to time be authorized in writing by City or by the Executive Director or applicable law to act for the Executive Director with respect to any or all matters pertaining to this Agreement.

1.39 *FAA* shall mean the Federal Aviation Administration or its authorized successor(s).

1.40 *Fiscal Year* shall mean the annual accounting period of City for its general accounting purposes, which, at the time of entering into this Agreement, is the period of 12 consecutive months ending with the last day of June of any year.

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1.41 *Gate* shall mean those portions of the Terminal individually comprised of a passenger loading bridge, if any, a passenger holdroom and a Gate Apron.

1.42 *Gate Apron* shall mean the ramp area associated with a Gate.

1.43 *GSE* shall mean ground support equipment to include belt loaders, baggage tugs, and push back tractors that are used primarily to facilitate airline operations at the gate or to transport baggage within or from the bag room and among arriving and departing aircraft.

1.44 *GSE Storage Areas* shall mean those areas of the Airport that are primarily designated for the storage of ground support equipment and are shown on Exhibit A.

1.44(A) *Hardstand Position* shall mean an aircraft parking location on the ramp area that is not connected to a concourse directly and is served by buses and/or other auxiliary equipment provided by the Airport and the Airline. Hardstand Positions do not include any Preferential Use Gates assigned to Airline.

1.45 *Hazardous Materials* shall mean any and all substances, products, by-products, waste, or other materials of any nature or kind whatsoever which (a) are or become listed or regulated under any Environmental Laws; (b) give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under applicable reported decisions of state or federal court; or (c) which may be hazardous or harmful to the air, water, soil or environment or affect industrial hygiene, occupational health or safety, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

1.46 *In-Terminal Concessions* shall include, but not be limited to, companies or other business organizations that (i) sell consumable food or beverage items, excluding automated vending operations, (ii) sell retail or news products, excluding automated vending items, or services, or (iii) advertise to the traveling public at the Terminal, pursuant to concession agreements with the City.

1.47 *Investment Service* shall mean those annual charges for payments of Debt Service and associated Debt Service coverage plus annual charges for amortization of Capital Investments funded by Net Remaining Revenues.

1.48 *Joint Use Premises* shall mean those areas of the Terminal that are used jointly by Airline and one or more other Passenger Carriers and are shown on Exhibit A.

1.49 *Landing Fee* shall mean a fee expressed in dollars and cents per thousand pounds of the Maximum Gross Landed Weight of each type of Airline's aircraft and shall be multiplied by the total of all Maximum Gross Landed Weight for all Chargeable Landings of each type of aircraft landed at the Airport by Airline.

1.50 *Master Trust Indenture* shall mean the trust agreement by and between City and the Trustee that provides for the issuance of senior lien Airport revenue Bonds, as supplemented by additional or supplemental resolutions and supplemental trust agreements.

1.51 *Maximum Gross Landed Weight* shall mean the maximum gross certificated landing weight in one thousand pound units for each aircraft operated at the Airport by Airline as certificated by the FAA or its successor.



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1.52 *Net Bond Proceeds* shall mean the amount of the proceeds of any Bonds, Subordinated Indebtedness or Other Indebtedness that is available for construction or acquisition of projects, net of costs of issuance, reserve amounts, capitalized interest, discount or other amounts paid from Bond, Subordinated Indebtedness or Other Indebtedness proceeds.

1.53 *Net Remaining Revenues* shall mean, for a given Fiscal Year, the amount equal to Revenues less Operating Expenses less Debt Service less the Coverage Amount Requirement (for the current Fiscal Year), if any, less required reserve deposits and other required fund deposits or other payments described in the Master Trust Indenture, Subordinate Financing Agreements and Other Indebtedness agreements.

1.54 *Non-Revenue Landing* shall mean any aircraft landed by Airline at the Airport for a flight for which Airline receives no revenue.

1.55 *Non-Signatory Airline* shall mean any Air Carrier that has not entered into an Airline Use Agreement with City substantially similar to this Agreement.

1.56 *Open Storage Space* shall mean unimproved, ~~not fully enclosed space shell space,~~ either enclosed or not fully enclosed, which does not meet code for continuous occupancy unless building system improvements are completed.

1.57 *Operating Agreement* shall mean the agreement executed by City and any Non-Signatory Airline pertaining to such Non-Signatory Airline's operations and use of certain facilities at the Airport.

1.58 *Operating Expenses* shall mean the current expenses, paid or accrued, of operation, maintenance, and ordinary current repairs of the Airport (calculated in accordance with sound accounting principles) and shall include, but not be limited to, insurance premiums, reserves and estimated costs; salaries and wages; benefits; fees for services; costs of materials, supplies and fuel; overhead; letter of credit fees; broker-dealer fees; auction agent fees; trustee fees; bond administration expenses; arbitrage rebate calculation and payment requirements and other similar costs; administrative expenses of City relating solely to the Airport, including engineering, architectural, legal, consultants, and accounting fees and expenses; and other reasonable current expenses calculated in accordance with sound accounting principles as provided above. Operating Expenses shall not include depreciation, costs of capital additions, replacements, betterments, extensions or improvements to the Airport, which under generally accepted accounting principles are chargeable to a capital account or to a reserve for depreciation, charges for the payment of principal and interest on any indebtedness heretofore or hereafter issued for Airport purposes, or any operating expenses of special purpose facilities buildings where the lessees thereof are obligated to pay such operating expenses.

1.59 *Operation and Maintenance Reserve Fund* shall mean the fund as described in the Master Trust Indenture and Section 8.10.2.

1.60 *Operation and Maintenance Reserve Requirement* means for any Fiscal Year, an amount equal to one sixth of the amount budgeted for Operating Expenses by SLCDCA in its annual budget for such Fiscal Year.

1.61 *Other Available Funds* shall mean Other Moneys Available for Debt Service and Other Pledged Revenues.

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1.62 *Other Indebtedness* shall mean any debt incurred by City for Airport purposes that is outstanding and not authenticated and delivered under and pursuant to the Master Trust Indenture or any Subordinated Financing Agreement and ranks junior and subordinate to the Bonds and Subordinated Indebtedness.

1.63 *Other Moneys Available for Debt Service* shall have the meaning described in the Master Trust Indenture.

1.64 *Other Pledged Revenues* shall have the meaning described in the Master Trust Indenture.

1.65 *Passenger Carrier* shall mean an air carrier certificated by the Secretary of Transportation as a Passenger Carrier under 49 U.S.C. § 41102.

1.66 *Passenger Facility Charges* (“PFCs”) shall mean the fees authorized by 49 U.S.C. § 40117 and regulated by 14 C.F.R. Part 158 as such statute and regulations currently exist or as they may be amended during the Term of this Agreement.

1.67 *Period of Use* for a Scheduled Operation shall mean the period of time that an Airline is authorized to use a Gate or a Ticket Counter for a scheduled arrival and/or departure pursuant to the Rules and Regulations.

1.68 *Preferential Use* of a Gate or Ticket Counter shall mean scheduling preference, over similar operations by another Scheduled Airline, given to a Signatory Airline for the use of a Gate or Ticket Counter during applicable Periods of Use for its Scheduled Operations.

1.69 *Preferential Use Premises* shall mean those portions of the Terminal and Terminal Aircraft Aprons, as shown in Exhibit A, to which Airline shall have priority of use over other Passenger Carriers, subject to the provisions of Article 7.

1.70 *Program Director* shall mean Michael P. Williams of Making Projects Work, Inc., a Georgia corporation, or a successor third-party project manager designated by the Executive Director from time to time.

1.71 *The Project* shall mean the Terminal Redevelopment Project described in Section 10.06 and Exhibit H-1.

1.72 *Public Space* shall mean all utility rooms, ductways, janitorial rooms and closets, stairways, hallways, elevators, escalators, entrance-ways, public lobbies and areas, public toilet areas and other areas used for the operation, maintenance or security of the Terminal, even if used solely by City, as shown on Exhibit A.

1.73 *Relocation Costs* shall mean all moving costs funded by City under Section 4.05.1 that result from City-initiated moves of any Signatory Airline to facilitate construction of The Project or from moves of any Signatory Airline upon completion of The Project.

1.74 *Rentable Airline Space* shall mean the number of square feet of space in the Terminal that is rentable to Air Carriers, but excluding Open Storage Space.



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1.75 *Rentable Terminal Space* shall mean the number of square feet of space in the Terminal that is rentable to tenants, including office and administrative space used by the City, but excluding Open Storage Space.

1.76 *Renewal and Replacement Reserve Fund* shall mean the fund established and maintained pursuant to the Master Trust Indenture and Section 8.10.1.

1.77 *Renewal and Replacement Fund Requirement* shall mean for any Fiscal Year, the amount, if any, as may be required from time to time to be on deposit in the Renewal and Replacement Reserve Fund in accordance with Section 8.10.1.

1.78 *Requesting Airline* shall mean a Scheduled Airline without adequate Gate or Ticket Counter access desirous of operating from the Airport.

1.79 *Revenue Landing* shall mean a landing of any aircraft by Airline at the Airport for which Airline receives Revenue.

1.80 *Revenues* shall mean, for any given period of time, income, revenues, receipts and moneys accrued by City in accordance with generally accepted accounting principles, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof or the leasing or use thereof, including any fuel tax refunds received by the City from the State and the proceeds of any insurance covering business interruption loss and Other Available Funds, but excluding:

(a) any money received by or for the account of City from the levy or collection of taxes;

(b) moneys received from the State of Utah or the United States of America to the extent required to be deposited in restricted funds and used for purposes inconsistent with the payment of Debt Service on the Bonds, Subordinated Indebtedness or Other Indebtedness;

(c) lease deposits and security deposits;

(d) moneys required to be paid to the State of Utah or the United States of America pursuant to agreements with City;

(e) moneys received from insurance proceeds or settlements or the sale of or upon the taking by or under the threat of eminent domain of all or any part of the Airport, including easement interests;

(f) proceeds from Bonds, Subordinated Indebtedness or Other Indebtedness issued by City or proceeds from loans, indebtedness or other obligations entered into by City;

(g) moneys or securities received by City as gifts or grants, to the extent the use of such moneys or securities is restricted by the donor or grantor to purposes inconsistent with their use as Revenues under the terms of the Master Trust Indenture;

(h) CFC revenues;

(i) PFC revenues;

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(j) any revenues from special purpose facilities that are pledged for the payment of debt service on special facility bonds;

(k) any swap termination or penalty payments paid to the City pursuant to a qualified swap;

(l) any interest subsidy with respect to Bonds, Subordinated Indebtedness and Other Indebtedness paid or payable to or for the account of the City by any governmental body or agency; and

(m) investment earnings on the moneys described in (a) through (l) above.

1.81 *Rolling Coverage Account* shall mean such account established and maintained pursuant to the terms of the Master Trust Indenture.

1.82 *Rules and Regulations* shall mean Airport's Rules and Regulations governing the conduct of operations at the Airport as such Rules and Regulations currently exist or as they may be amended or supplemented during the Term of this Agreement as provided in Section 18.07.

1.83 *Scheduled Airline* shall mean a Passenger Carrier performing Scheduled Operations at the Airport.

1.84 *Scheduled Operation* shall mean a Scheduled Airline's operation (arrival or departure) that occurs pursuant to a schedule that is published in the Official Airline Guide ("OAG") or any successor publication so long as such schedule is made available to City at least forty-five (45) days prior to the commencement or rescheduling of the operation.

1.85 *Selected Concessions* shall mean In-Terminal Concessions and Auto Rental Concessions.

1.86 *Shared Use Equipment* shall mean equipment that is utilized on a shared basis for passenger processing.

1.87 *Signatory Airline* shall mean a Passenger Carrier that (a) signs an agreement with City substantially similar to this Agreement, and (b) provides passenger service, ~~and (c) satisfies the Balanced Facility Requirement. If, subsequent to the qualification of a Passenger Carrier as a Signatory Airline, the Passenger Carrier fails to satisfy the criteria set forth above for a period of sixty (60) days after notification from the City of such failure, this Agreement shall automatically terminate and City and Airline shall promptly execute an Operating Agreement.~~

1.88 *Skycap Positions* shall mean areas designated by the Airport on the Terminal departure curb or as otherwise located for the passenger and baggage check-in process.

1.89 *Space Change Summary Notice* means a notice in the form of Exhibit C. Each Space Change Summary Notice shall be deemed to form a part of this Agreement when executed by the parties and shall not require a formal amendment to this Agreement.

1.90 *Subordinated Financing Agreement* shall mean a bond resolution, trust agreement, indenture or other financing agreement providing for or authorizing the issuance by City of

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Subordinated Indebtedness, including an agreement related to the security or credit enhancement for the Subordinated Indebtedness, as each may be supplemented or amended from time to time.

1.91 *Subordinated Indebtedness* shall mean any bonds issued pursuant to any Subordinated Financing Agreement and which rank junior and subordinate to the Bonds.

1.92 *Term* shall mean the period of time during which Airline's activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date as set forth in Article 2 and, except as otherwise set forth in this Agreement, terminate on the termination date set forth in Article 3.

1.93 *Terminal Aircraft Aprons* shall mean those areas of the Airport that are primarily designated for the parking of passenger aircraft and support vehicles and the loading and unloading of passenger aircraft and are shown on Exhibit A.

1.94 *Terminal* shall mean the passenger terminal buildings and the Terminal Aircraft Aprons as displayed in Exhibit A.

1.95 *Terminal Cost and Revenue Center* shall include the allocated share of Debt Service; direct, indirect and general administrative Operating Expenses; Renewal and Replacement Costs; the Coverage Amount Requirement; required reserve deposits; and all Revenues attributable to the Terminal as identified in Exhibit B.

1.96 *Terminal Rents* shall mean the rents effective July 1<sup>st</sup> of each Fiscal Year as determined according to the methods set forth in Section 8.03.

1.97 *Terminal Revenue Requirement* shall mean the amount that includes all direct and indirect costs less certain Revenues as defined in and in accordance with Section 8.03.1.

1.98 *Ticket Counter* shall mean those areas made available by the Airport for ticketing passengers and receiving baggage. Each Ticket Counter shall include the area ~~fifteen~~ (~~15~~approximately fifty-one feet (51) feet in front of each counter to the main circulation area delineated in the terminal flooring for the counter's entire width to accommodate passenger queues.

1.99 *Trustee* shall mean the banking association or corporation, its successors and assigns, administering the trusts created under the Master Trust Indenture.

1.100 *TSA* shall mean the Transportation Security Administration.

1.101 *Turn* shall mean the arrival and subsequent departure of an aircraft at a Gate at the Airport for any reason, including any tow to or from a Gate.

Additional capitalized words and phrases used in this Agreement but not defined herein shall have the meanings set forth in the Master Trust Indenture or, if not so set forth, shall have their usual and customary meanings.

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**Article 2 Effective Date**

2.01 *Effective Date.* This Agreement, along with the determinations of rentals, fees, and charges set forth herein, shall be effective on the later of July 1, 2014 or such date as Airline delivers a duly executed copy of this Agreement to SLCDA (the “Effective Date”).

2.02 *Cancellation of Prior Agreements.* At the Effective Date, the Airline Use Agreement between Airline and City dated July 1, 2010, as amended, shall terminate.

**Article 3 Term**

3.01 *Termination Date.* This Agreement shall commence on the Effective Date and shall terminate at midnight on June 30, 2024[NTD: Insert either 2034 or 2044] unless extended in accordance with Section 3.02 or canceled sooner as provided herein.

3.02 Extensions. Signatory Airlines and City may extend the Term as follows:

3.02.1 For a Signatory Airline with a Term that expires on June 30, 2044, the City and the Signatory Airline may, by mutually agreeable written consent, extend the Term for successive five (5) year periods through June 30, 2054; provided, however, that City, the Signatory Airline and all other Signatory Airlines extending the Term agree to (i) a new capital plan for the term of the extension; (ii) appropriate changes to the rates and charges methods set forth in Article 8 for the term of the extension; and (iii) reallocations of Preferential Use Gates and other Premises as reasonably determined by City are necessary to foster expansion and competition at the Airport. A Signatory Airline seeking to extend the Term under this Section 3.02.1 shall notify City in writing at least twelve (12) months prior to the end of the Term.

3.02.2 For a Signatory Airline with a Term that expires on June 30, 2034, the City and the Signatory Airline may, by mutually agreeable written consent, extend the Term for ten (10) years through June 30, 2044 under the terms set forth herein. A Signatory Airline seeking to extend the Term under this Section 3.02.2 shall notify City in writing at least twelve (12) months prior to the end of the Term. Any Signatory Airline that extends the Term in accordance with this Section 3.02.2 may further extend the Term in accordance with Section 3.02.1.

**Article 4 Premises**

4.01 *Airline Premises.* City does hereby lease and demise to Airline and Airline does hereby lease and accept from City the Exclusive Use Premises, Preferential Use Premises, Joint Use Premises and Common Use Premises designated in Exhibit A on an “as is” basis with all faults. Except as specifically provided otherwise herein, the City does not warrant or represent that the Airline Premises are suitable for the uses contemplated in this Agreement. Airline acknowledges and agrees that the Airline Premises may be revised from time to time during the Term to reflect new assignments and reallocations of space as provided by this Agreement. Any such revisions of Airline Premises shall be reflected in a Space Change Summary Notice.

4.02 *Terminal Equipment.* Terminal equipment owned or acquired by City for use by Airline shall remain the property and under the control of City.

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4.03 *Employee Parking.* City will make reasonable efforts to make available area(s) at the Airport for vehicular parking for Airline's personnel employed at the Airport; provided, however, such area(s) shall not be used for: (a) vehicle parking or storage for any period other than such personnel's performance of employment for Airline at the Airport, or (b) parking or storage of trailers, recreational vehicles (RVs) or other oversized vehicles at any time. Usage of any parking area(s) made available by City at the Airport is subject to Article 5 and Article 8 of this Agreement and to the Rules and Regulations.

4.04 *Federal Inspection Services ("FIS") Facilities.* City shall designate areas in the Terminal, or elsewhere on the Airport, to be used by agencies of the United States for the inspection of international passengers and their baggage and for the exercise of the responsibilities of said agencies with respect to the movement of persons, property, and cargo to and from the United States.

4.05 *Reallocation of Space.*

4.05.1 *City Initiated Reallocations.* From time to time during the term of this Agreement, part or all of the Airline Premises may be required (1) for implementation of improvements at the Airport; (2) for accommodation of the traveling public; or (3) in order to maximize the use of the Terminal and related facilities by Passenger Carriers (including Airline) and other tenants, lessees, permittees, and users thereof. In said event, City shall provide thirty (30) days advance written notice of the Executive Director's decision regarding such reallocation and of the schedule for implementation of such reallocation. Executive Director and Airline may agree to reasonable extensions of time necessary to accommodate said reallocation. Airline hereby agrees to comply with any reallocation requirements. In any such reallocation, the actual, reasonable requirements of Airline for terminal space to accommodate its operations at the Airport shall be given consideration, and City shall use reasonable efforts to satisfy those requirements. All moving costs resulting from relocation of Airline in a City-imposed reallocation of space shall be funded by City, subject to rate recovery under Article 8; provided, however, that Airline shall not be entitled to reimbursement for reallocation of or within Common Use Premises. With respect to any Airline trade fixture and other movable property, if removal from the existing premises and reinstallation at Airline's new premises is possible and not unreasonable, Airline shall not be entitled to a new fixture or to new property; Airline shall, however, remove all trade fixtures and other movable property of Airline from the existing premises whether or not reinstallation is possible. If the Airline Premises is reduced as a result of a reallocation by City, Airline's rent shall be decreased on a per square foot basis, ~~and Airline shall remain a Signatory Airline even if, as a result of a City initiated reallocation, Airline no longer satisfies the Balanced Facility Requirement.~~ If the Airline Premises is enlarged as a result of a reallocation by City under this Section 4.05.1, Airline shall not be required to pay rent for any additional square footage in the Airline Premises until the earlier of (1) the effective date of any increase to Airline Premises requested by Airline or (2) the date the Term is extended pursuant to Section 3.02 above.

4.05.2 *Airline Initiated Reallocations.* If during the term of this Agreement Airline requires a reallocation of part or all of the Airline Premises to facilitate its operations at the Airport, Airline may request such a reallocation by submitting a written request to the Executive Director, and the Executive Director may approve or deny any such request in the Executive Director's sole discretion. Except as otherwise provided in Section 10.06.10(c), any such request for reallocation may not include a request for a reduction in the size of the Airline Premises. All costs associated with any reallocation requested by an Airline, including without limitation the costs of the City, shall be funded by Airline, and Airline shall pay Common Use Gate charges for any additional (rather than

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replacement) Common Use Gates and Preferential Use Gate charges for any additional Preferential Use Gates, if any, that it receives as a result of any such reallocation.

4.05.3 Changes to the Airline Premises as provided in this Section 4.05 may be memorialized by the Executive Director's issuance of a Space Change Summary Notice and shall not require or constitute a formal amendment to this Agreement.

4.05.4 If the number of Preferential Use Gates that are part of the Airline Premises is reduced during the Term of this Agreement as provided in this Article 4, City may terminate, upon thirty (30) days written notice to Airline, Airline's right to use those portions of the Exclusive Use Premises that are no longer proximate to Airline's Preferential Use Gates or that are no longer necessary, in the Executive Director's reasonable discretion, to support Airline's operations at Airline's remaining Preferential Use Gates. In such a situation, the Space Change Summary Notice that is issued by the Executive Director shall document the termination of any portion of Airline's Exclusive Use Premises under this section. Airline's surrender of any such Exclusive Use Premises shall be subject to the terms of Article 15 of this Agreement.

4.05.5 Reallocations of space that occur in conjunction with The Project described in Section 10.06 are subject to the provisions of Section 10.06 to the extent they differ from this Section 4.05. *Reallocations of space that occur in conjunction with the Phase IV Gate Expansion described in Section 10.08 are subject to the provisions of Section 10.08 to the extent they differ from this Section 4.05.*

4.06 *Condemnation.*

4.06.1 In the event that all or a substantial part of the Airline Premises shall be taken by governmental authority through the exercise of the power of eminent domain or other authority justifying such taking, this Agreement shall terminate, the rents, fees and charges in respect to the Airline Premises shall cease as of the date possession is taken by the taking authority, and City shall be entitled to all damages payable by reason of the taking, subject to the claims of Airline for the value of its leasehold, which claims as to validity and amount shall be a matter for determination between Airline and City. If Airline and City cannot reach a determination, then the court having jurisdiction over such proceeding shall be entitled to make the determination, provided that nothing herein contained shall preclude Airline from asserting any claims or rights it may have against such governmental authority as to its separate property, leasehold improvements and trade fixtures.

4.06.2 In the event that a portion of the Airline Premises, but not a substantial part of the Airline Premises, shall be taken by governmental authority through the exercise of the power of eminent domain or other authority justifying such taking, there shall be an equitable and proportional abatement or reduction in the rents payable by Airline hereunder based on the degree to which the portion of the Airline Premises that is taken is related to the total Airline Premises. The City shall promptly expend so much as may be necessary to repair or restore the Airline Premises to a condition that is reasonably suitable to the uses of Airline permitted hereunder, with such changes, alterations, and modifications (including the substitution and addition of other property) as may be agreed upon by City and Airline, and there shall be applied for such purpose so much as may be necessary of any net proceeds received by City because of any such taking, after payment of any expenses of obtaining or recovering such net proceeds, as well as any moneys which City determines to make available from the sale of Bonds, Subordinated Indebtedness or Other Indebtedness. In the event that such net proceeds are insufficient to pay in full the costs of such repair or restoration, City will endeavor to



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arrange financing through the issuance of Bonds, Subordinated Indebtedness, Other Indebtedness or other means and complete such repair or restoration. In no event shall City have any obligations to make any repairs or restorations under this Section 4.06.2 if prevented from doing so by reason of any cause beyond its reasonable control, including requirements of any applicable laws, codes, ordinances, permit conditions, rules or regulations. Further, City shall not be obligated to make any repairs or restorations to any portions of the Airline Premises that are constructed or installed by or for some party other than City or are not the property of City.

**Article 5 Grant of Rights to Use Airport**

5.01 *Airline Rights and Privileges.* In addition to all rights granted elsewhere in this Agreement, Airline shall have the right to use, in common with others so authorized by City, areas (other than areas leased preferentially or exclusively to others), facilities, equipment, and improvements at the Airport for the operation of Airline's Air Transportation Business and all activities reasonably necessary for such operations, including but not limited to:

5.01.1 The landing, taking off, flying over, taxiing, towing, and conditioning of Airline's aircraft and, in areas designated by City, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of Airline's aircraft and support equipment subject to the availability of space and subject to such reasonable charges and regulations as City may establish; provided, however, Airline shall not permit the use of the Airfield by any aircraft operated or controlled by Airline which exceeds the design strength or capability of the Airfield as described in the then-current FAA-approved Airport Layout Plan ("ALP") or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

5.01.2 The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, cargo, and express services, and reasonable and customary airline activities.

5.01.3 The training of personnel in the employ of or to be employed by Airline and the testing of aircraft and other equipment being utilized at the Airport in the operation of Airline's Air Transportation Business; provided, however, said training and testing shall be incidental to the use of the Airport in the operation by Airline of its Air Transportation Business and shall not hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. City reserves the right to restrict or prohibit such training and testing operations which it deems to interfere with the use of the Airport, including excessive noise as reasonably determined by City.

5.01.4 The sale, disposition, or exchange of Airline's aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, or other similar equipment or supplies; provided, however, Airline shall not sell or permit to be sold aviation fuels or propellants except (i) to such Air Carrier which is a successor company to Airline or a company that has merged with Airline, (ii) for use in aircraft of others which are being used solely in the operation of Airline's Air Transportation Business, including, but not limited to, Airline's Affiliate(s), or (iii) when a comparable grade and type of fuel desired by others is not available at the Airport except from Airline.

5.01.5 The purchase at the Airport or elsewhere of fuels, lubricants, and any other supplies and services from any person or company, subject to City's right to require that each provider of services and/or supplies to Airline secures a permit from City to conduct such activity at the Airport, pays required fees, and abides by all reasonable rules and regulations established by City. No

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discriminatory limitations or restrictions shall be imposed by City that interfere with such purchases; provided, however, that nothing in this Agreement shall be construed to permit Airline to store aviation fuels at the Airport. This Agreement grants no right to store aviation fuels; the granting of any right to store aviation fuels shall be subject to the execution of a separate agreement between Airline and City.

5.01.6 The servicing by either Airline or its suppliers of aircraft and other equipment being utilized at the Airport by Airline or its Affiliates on the Terminal Aircraft Aprons or such other locations as may be designated by the Executive Director.

5.01.7 The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by City at Terminal Aircraft Aprons or such other locations as may be designated by the Executive Director; provided Airline shall not use Terminal Aircraft Aprons immediately adjacent to the passenger Terminal to load or unload all-cargo aircraft unless otherwise authorized in writing by the Executive Director and provided further that Air Carriers and third parties will be entitled to ingress and egress over the Terminal Aircraft Aprons from time to time, as provided in the Rules and Regulations, for access to adjacent space, including without limitation office space, in the Terminal.

5.01.8 The storage of ground support equipment in designated GSE Storage Areas; provided that Airline shall promptly dispose of or remove damaged and inoperative ground support equipment from the Airport. If Airline fails to remove damaged and inoperative ground support equipment within thirty (30) days after receiving written notice requesting removal from City and City exercises its right to remove such equipment as provided in Section 13.03.4, any equipment that is so removed shall, at City's option, be stored by City at Airline's expense. Airline shall pay to City, upon receipt of an invoice, the costs incurred for such storage plus fifteen percent (15%).

5.01.9 The provision, either alone or in conjunction with other Passenger Carriers or through a nominee, of porter/skycap service for the convenience of the public, at no cost to City. Notwithstanding anything set forth herein, Airline and Airline's agents, contractors, employees and service providers shall not be entitled to use electric carts to transport passengers in the Terminal unless approved by the Executive Director.

5.01.10 The installation, maintenance, and operation, at no cost to City, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment and facilities on Airline's Exclusive Use or Preferential Use Premises as may be necessary or convenient for the operation of its Air Transportation Business; provided, however, that except for equipment and facilities already in place with the prior written approval of the Executive Director, installations shall be subject to such prior written approval. Prior to any written approval, Airline shall provide the Executive Director with all necessary supporting documentation related to such installations. Notwithstanding anything set forth herein to the contrary, the Executive Director may at any time during the Term of this Agreement require Airline to utilize the City's data communications system at the Airport to link Airline's separate operating locations within the Airport.

5.01.11 Such rights of way as may reasonably be required by Airline for communications, computer equipment, teletype, telephone, interphone, conveyor systems and power, and other transmission lines in areas preferentially-leased by Airline, subject to the prior written approval of the Executive Director and the availability of space and/or ground areas as determined by the Executive Director. City reserves the right to require the execution of a separate agreement between



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City and Airline for the lease and use of such space and/or ground area outside Terminal areas or to provide such service directly to Airline.

5.01.12 The installation of personal property, including furniture, furnishings, supplies, machinery, and equipment, in Airline's Exclusive Use Premises as Airline may deem necessary, useful or prudent for the operation of its Air Transportation Business; provided, however, that the installation of such personal property in Airline's Preferential Use Premises shall be permitted only as provided in the Rules and Regulations and the Airport's Tenant Improvement Standards as in effect at the time. Title to any such personal property (including removable trade fixtures but excluding other fixtures and improvements to the Terminal) shall remain with Airline, subject to the provisions of this Agreement.

5.01.13 The construction of modifications, finishes, and improvements in Airline's Exclusive Use and Preferential Use Premises as Airline may deem necessary or prudent for the operation of its Air Transportation Business, subject to the provisions of Section 10.05 and the Airport's Tenant Improvement Standards.

5.01.14 Airline shall have the right to ingress to and egress from the Airport and Airline Premises for Airline's officers, employees, agents, and invitees, including passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property. Such right shall be subject to 49 C.F.R. Part 1542, applicable laws, and City's right in accordance with its applicable law to establish reasonable and nondiscriminatory Rules and Regulations governing (i) access by the general public, including Airline's passengers, and (ii) access to non-public areas at the Airport by Airline's employees, suppliers of materials, and furnishers of services; provided, however, any such Rules and Regulations of City shall not unreasonably interfere with the operation of Airline's Air Transportation Business. City may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any roadway or access to the Airport, so long as a means of ingress and egress reasonably equivalent is concurrently made available to Airline. Notwithstanding the foregoing, as part of the obligations of Airline set forth in Article 12, Airline hereby releases and discharges City from any and all claims, demands, or causes of action which Airline may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

5.01.15 Subject to any applicable Rules and Regulations, nothing in this paragraph shall prohibit Airline from (i) providing food and beverages, at Airline's sole cost and expense, in its non-public Exclusive Use Premises solely for Airline's employees, (ii) installing or maintaining vending machines or ATMs in Airline's non-public Exclusive Use Premises solely for Airline's employees, the type, kind, and locations of which shall be subject to the approval of the Executive Director, (iii) providing under a separate agreement with City for its own flight kitchen for catering services to its passengers and crews for consumption aboard aircraft, (iv) installing or maintaining ATMs in a "VIP room" or similar private club at the Airport, the type, kind, and locations of which shall be subject to the approval of the Executive Director, or (v) providing food and beverages in a "VIP room" or similar private club at the Airport, provided, however, that if Airline sells food or beverages at the Airport, Airline shall (a) purchase all alcoholic beverages or other beverages and any related food service items from an Airport concessionaire or (b) pay a concession fee related to the sale of all alcoholic beverages or other beverages and any related food service items so sold (such concession fee shall be equal to the concession fee(s) for related items sold by vendors in the other areas of the Terminal). Airline shall not sell food and beverages or engage in revenue-generating concession activities of any kind in Airline's public premises, including but not limited to any Gates;

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provided, however, that in the event of a flight delay or cancellation, Airline may at no cost provide food and beverages ~~that would have been available on the flight~~ to inconvenienced passengers. Such food and beverages shall be purchased from Airport concessionaires unless Airport concessionaire are not available or adequate.

5.01.16 Subject to the prior written approval of the Executive Director as to compliance with the décor and signing scheme for the Terminal, Airline shall have the right to install such identifying signs in Preferential or Exclusive Use Premises as it may deem necessary for the operation of Airline's Air Transportation Business. No advertising or promotional signs or posters that are visible to persons in any Public Space in the Terminal or at the Airport shall be installed or placed by Airline except with the prior written approval of the City.

5.01.17 The rights and privileges granted to Airline pursuant to this Article 5 may be exercised on behalf of Airline by other Signatory Airlines or contractors authorized by City to provide such services at the Airport, subject to the prior written approval of City and further subject to all laws, rules, regulations, fees and charges and the terms of this Agreement as may be applicable to the activities undertaken.

5.01.18 Airline may exercise on behalf of any other Passenger Carrier having an operating agreement or permit with City any of the rights granted to Airline herein, so long as Airline is concurrently exercising those same rights in the operation of Airline's own Air Transportation Business at the Airport, subject to the provisions of this Agreement.

5.01.19 Airline may only enter into agreements providing for pay telephones or Internet or wireless access for the public in its airline clubs and VIP rooms. The provision of any wireless access shall be preapproved by the Executive Director in accordance with the Rules and Regulations and shall not have any adverse impact on the operation of wireless access provided by the City or any systems for communications or the transmission of intelligence at the Airport. Airline shall not enter into any agreements providing for pay telephones or wireless or internet access for the public anywhere else within the Airport; provided, however, that nothing in this Agreement shall prevent Airline from providing wireless or internet access aboard Airline's aircraft.

5.02 *Exclusions and Reservations.*

5.02.1 Nothing in this Article 5 shall be construed as authorizing Airline to conduct any business separate and apart from the conduct of its Air Transportation Business.

5.02.2 Airline shall not, by action or failure to act, knowingly interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at the Airport.

5.02.3 Airline shall not engage in any activity prohibited by City's approved FAR Part 150 Noise Compatibility Study and Preferential Runway Use Program as amended or supplemented from time to time in accordance with applicable law.

5.02.4 As soon as possible after release from proper authorities, Airline shall remove any of its disabled aircraft from the Airfield or Terminal Aircraft Aprons, shall place any such disabled aircraft only in such storage areas as may be reasonably designated by the Executive Director, and

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shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by City. In the event Airline shall fail to remove any of its disabled aircraft as expeditiously as possible, City may, but shall not be obligated to, cause the removal of such disabled aircraft. Airline shall pay to City, upon receipt of an invoice, the costs incurred for such removal plus fifteen percent (15%). Nonpayment of such invoice shall be deemed a default of this Agreement pursuant to Article 13.

5.02.5 Airline shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If Airline shall do or permit to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, which act or failure, in and of itself, causes an increase in City's insurance premiums, Airline shall immediately remedy such actions and/or pay the increase in premiums, upon notice from City to do so.

5.02.6 Airline shall not maintain or operate in the Terminal or elsewhere at the Airport for the purpose of selling retail items, food and beverages to the public or to Airline's employees and passengers a retail establishment or a cafeteria, restaurant, bar or cocktail lounge, except as may be permitted under Section 5.01.15 above.

5.02.7 City may, at its sole option, install or cause to be installed advertising and revenue generating devices, including vending machines, in Common Use and Preferential Use Premises; provided, however, that to the extent permitted by law City shall not install or cause to be installed advertising for Airline's direct competitors in Airline's Preferential Use Premises. Airline shall purchase all advertising for any product or service other than air service arriving at or departing from the Airport from the Airport's advertising concessionaire. City may, at its sole option, install pay telephones or Internet access in any part of the Terminal excluding airline clubs and VIP rooms. City shall be entitled to reasonable access upon Airline Premises to install or service such telephones, Internet access and devices. Income generated by such telephones, Internet access and devices shall be accounted for in the same manner as other non-airline Revenues of the Airport.

5.02.8 Airline shall not dispose of nor permit any other person to dispose of any waste material into the sanitary or storm sewers at the Airport or elsewhere, whether liquid or solid, unless such waste materials or products are first properly treated or otherwise disposed of in compliance with applicable Environmental Laws. Nothing herein shall prohibit Airline from disposing of human waste taken from its aircraft in proper designated sanitary sewer facilities.

5.02.9 Except as otherwise provided in Section 5.01.15 above, Airline shall not install or operate amusement machines or vending machines.

5.02.10 Airline shall not disturb any asbestos at the Airport without first obtaining all permits and approvals as required by applicable Environmental Laws or by the City. City shall make available to Airline upon request any surveys, reports, plans, or other documentation regarding the presence or management of asbestos in areas of Airline's operations.

5.02.11 Airline shall not stack aircraft beyond the bounds of any leased Terminal Aircraft Apron without the written consent of SLCDA.

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5.02.12 The rights and privileges granted Airline pursuant to this Article 5 shall be subject to any and all reasonable and nondiscriminatory Rules and Regulations established by City, as such Rules and Regulations may be amended from time to time in accordance with Section 18.07 and to the provisions of this Agreement. Airline covenants and agrees that it will not violate or permit its agents, contractors or employees to violate any such Rules and Regulations. City may prescribe civil penalties and injunctive remedies for violations of any Rules and Regulations, and the same may be applied to Airline for violations of Airline's agents, contractors or employees.

5.02.13 Notwithstanding anything set forth herein to the contrary, City shall be entitled to reasonable access upon Airline Premises to enforce the terms of this Agreement and to review Airline's operations upon reasonable notice during the Term.

5.02.14 Airline acknowledges and agrees that Shared Use Equipment may be used in all Common Use Premises, except as otherwise provided herein.

5.02.15 Any and all rights and privileges not specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to City.

5.03 *Affiliates.*

5.03.1 For purposes of this Agreement, a Signatory Airline may designate one or more Affiliates.

5.03.2 Airline may designate another Passenger Carrier as an Affiliate by submitting to the City the designation form attached as Exhibit D-1 with sufficient documentation to demonstrate to the satisfaction of the Executive Director that the conditions for designating the Affiliate have been met. The designation of an Affiliate shall become effective upon receipt by City of the designation in the form of Exhibit D-1 and the Operating Agreement signed by the Affiliate. The designation shall remain in effect for so long as the conditions for designating the Affiliate continue to be met and until Airline withdraws its designation of the Affiliate by submitting to City the withdrawal of designation form attached as Exhibit D-2. A withdrawal of designation of an Affiliate shall become effective on the last day of the calendar month following at least 15 (fifteen) days from receipt by City of the withdrawal of designation in the form of Exhibit D-2.

5.03.3 If Airline designates one or more other Passenger Carriers as its Affiliate, Airline shall either pay directly to City or be the financial guarantor of all rentals and charges due from Airline's Affiliates at the Airport while they are operating as Airline's Affiliates, including without limitation Landing Fees and Terminal Rents, and Airline shall either provide directly to City or ensure that its Affiliates promptly provide to City all information required hereunder with respect to each Affiliate's operations at the Airport on behalf of Airline.

5.03.4 For so long as Airline is a Signatory Airline and the conditions of this Section 5.03 are satisfied, each of Airline's Affiliates shall be treated as if it were Airline for purposes of Article 7, Article 8 and Article 10 of this Agreement, including without limitation such Affiliate (a) shall be charged at the same Landing Fee rates as Airline without payment of any Non-Signatory Airline premiums; (b) shall participate in any year-end or other reconciliation process whereby Signatory Airlines share in excess revenues or true-up of projected against actual costs (the amounts owing to or from such Affiliate in accordance with such reconciliations shall be payable by or to Airline rather than Affiliate if so directed by Airline); and (c) shall not be counted as a separate Passenger Carrier from

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Airline for purposes of allocating the per capita portion of any “20/80” type cost allocation formula. The passengers of each Affiliate shall be counted as Enplaned Passengers of each related Signatory Airline for purposes of any enplanement-based portion of any “20/80” type cost allocation formula, but only when the Affiliate is acting as an Affiliate of a particular Signatory Airline.

5.03.5 If Airline properly designates another Passenger Carrier as its Affiliate and delivers the Operating Agreement signed by such Affiliate by July 1, 2014, and the conditions of Section 5.03.4 are otherwise satisfied, such Affiliate shall be treated as if it were the Airline, as provided in Section 5.03.4, as of the Effective Date of this Agreement. If, however, the designation of such Affiliate or the delivery of its signed Operating Agreement occurs on or after July 1, 2014, such Affiliate shall only be treated as if it were the Airline, as provided in Section 5.03.4, only from and after the designation of the Affiliate and delivery of the Affiliate’s signed Operating Agreement.

5.04 *Airline Termination Rights.* Airline shall have the option to terminate this Agreement upon occurrence of any of the following events, such option to be exercised by notice in writing mailed to City while such event continues and not thereafter:

5.04.1 The issuance of any order, rule or regulation by the DOT, the TSA, the FAA, its or their successor federal agencies, or other competent governmental authority, state or federal, or the issuance by any court of competent jurisdiction of an injunction, materially and substantially restricting for a period of at least ninety (90) days the use of the Airport for scheduled air transportation; provided that none of the foregoing has been initiated, caused or contributed to by Airline.

5.04.2 The suspension or revocation of the operating certificate for the Airport that continues for a period of at least ninety (90) days.

5.04.3 The material and substantial restriction of City’s operation of the Airport by action of the United States Government or any authorized agency thereof under its wartime or emergency powers and the continuance thereof for a period of not less than ninety (90) days.

**Article 6 Operation And Maintenance Of The Airport**

6.01 *Designation of Operation and Maintenance Responsibilities.* In addition to the obligations of Airline and City set forth in this Article 6, responsibilities for maintenance, cleaning, and operation of the Airport shall be as set forth in Exhibit E.

6.02 *City Obligations.*

6.02.1 City shall, with reasonable diligence, prudently develop, improve, and at all times maintain and operate the Airport in a manner consistent with airports of similar size with qualified personnel and keep the Airport in an orderly, clean, neat and sanitary condition and good repair, unless such maintenance, operation, or repair shall be Airline's obligation pursuant to Section 6.03 and the Maintenance Matrix attached as Exhibit E.

6.02.2 City shall, to the extent it is legally able so to do, use reasonable efforts to keep the Airport and its aerial approaches free from ground obstruction for the safe and proper use thereof by Airline.

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6.02.3 City shall provide facilities for and the delivery of heating and air conditioning to those areas of the Terminal presently having facilities for the same and to such additional areas as may be agreed upon by the parties from time to time and permitted by appropriate authority. City shall also provide electricity for illumination and shall replace lamps where appropriate in the Airport other than in the Exclusive Use Premises, which shall be the responsibility of Airline. Finally, City shall provide water and sanitary sewer connections to those areas of the Terminal presently having facilities for the same and to such additional areas as may be agreed upon by the parties from time to time. Water and sanitary sewer connections are for normal domestic usage. In the event Airline requires water for commercial or maintenance purposes, the same may be furnished to and paid for by Airline as mutually agreed upon by Airline and City. Responsibility for specific maintenance and operating expenses will be managed in accordance with specifications detailed at Exhibit E.

6.02.4 Notwithstanding the foregoing, as part of the obligations of Airline set forth in Article 12, Airline hereby releases and discharges City from any and all claims, demands, or causes of action which Airline may now or at any time hereafter have arising or alleged to arise out of City's failure to furnish all or any of such services to be provided in accordance with this Section 6.02 and Exhibit E.

6.02.5 City shall maintain (i) loading bridges owned by City; (ii) preconditioned air systems owned by City; (iii) associated 400 Hertz units owned by City; (iv) baggage conveyors and baggage handling systems owned by City; (v) potable water units associated with all loading bridges; and (v) other systems that may be acquired by City in the future.

6.02.6 City shall, in the operation of the Airport, comply with all applicable local, state and federal laws, rules and regulations.

6.02.7 City shall use reasonable efforts to manage and control the growth of Operating Expenses for the Airport; Airline acknowledges, however, that City cannot control all of its Operating Expenses; City's Operating Expenses for the Airport may rise in conjunction with the construction of The Project and after The Project's DBO; and from time to time City may incur substantial unexpected short-term Operating Expenses.

6.03 *Airline Obligations.*

6.03.1 Notwithstanding anything set forth herein to the contrary, Airline shall keep its Exclusive Use Premises in an orderly, clean, neat and sanitary condition and shall be responsible for the repair and maintenance thereof.

6.03.2 In addition, Airline shall keep all of its Airline Premises free of debris and in an orderly condition; provided, however, this requirement shall not be construed to mean Airline shall have those janitorial or other responsibilities designated to be those of City pursuant to Section 6.02 above and Exhibit E.

6.03.3 Airline shall keep, at its own expense, the Terminal Aircraft Aprons and Cargo Aircraft Aprons free of fuel, oil, debris and other foreign objects during Airline's use thereof.



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6.03.4 Notwithstanding anything set forth herein to the contrary, Airline shall operate and maintain, at its own expense, any improvements and/or equipment installed by Airline or City for the exclusive use of Airline, except as the City otherwise agrees.

6.03.5 If Airline fails to perform its material obligations hereunder, City shall have the right to perform such activities and to enter the Airline Premises as required to do so; provided, however, other than in a case of emergency, City shall give Airline reasonable advance written notice of non-compliance, not to exceed ten (10) days, prior to the exercise of this right. If such right is exercised, Airline shall pay City, upon receipt of invoice, the cost of such services plus fifteen percent (15%). Nonpayment of such invoice shall be deemed a default of this Agreement, pursuant to Article 13.

6.03.6 **Subject to Exhibit E**, Airline shall keep current its flight information on the multi-user flight information display system (“MUFIDS”), the gate information display system (“GIDS”) and other information display systems at the Airport in the manner that best suits Airline’s operations. At the request of Airline, City shall provide a computer connection to Airline so that Airline can access and update this system.

6.03.7 Airline shall provide written notice to SLCDA of any service providers, agents or contractors who will be providing services to Airline at the Airport. All such service providers, agents or contractors must comply with the Rules and Regulations, and Airline shall ensure that its service providers, agents or contractors obtain a permit from SLCDA before providing any services to Airline at the Airport.

**Article 7 Assignment And Use Of Gates, Ticket Counters And Other Areas**

7.01 *No Exclusive Use Gates or Ticket Counters.* All Gates and Ticket Counters within the Terminal will be for either Common Use or Preferential Use in accordance with the terms of this Article. The allocation of Common Use Gates, Preferential Use Gates, Common Use Ticket Counters and Preferential Use Ticket Counters for the Term of this Agreement is shown on Exhibit A. Airline’s use of all Gates and Ticket Counters shall at all times be subject to the Rules and Regulations, which may be amended from time to time in accordance with Section 18.07 after consultation with the Signatory Airlines.

7.02 *City Scheduling Rights at Preferential Use Gates and Ticket Counters.* City shall have the right, upon reasonable notice to Airline, to schedule at a Preferential Use Gate or Ticket Counter arrivals and departures by a Requesting Airline at all periods of time other than Airline’s Periods of Use of that Preferential Use Gate or Ticket Counter. In accommodating City in its right to schedule such operations, Airline shall allow and provide for use of its facilities or equipment, not including ground service equipment or other proprietary equipment, at the Preferential Use Gate or Ticket Counter or permit use of City equipment and podiums as may be required for the efficient use of the Preferential Use Gate or Ticket Counter by a Requesting Airline. City shall consider the availability of Common Use Gates and Ticket Counters before scheduling Requesting Airline arrivals and departures at any Preferential Use Gates and Ticket Counters. If City determines that a Requesting Airline’s arrivals or departures need to be accommodated at any Preferential Use Gates and Ticket Counters, City may consider the need for hub connectivity and operational efficiency in selecting the specific Preferential Use Gates and Ticket Counters where accommodation will be required. Notwithstanding the foregoing and any other provision of this Article 7, City shall have the right, upon reasonable notice to Airline, to accommodate at a Preferential Use Gate or Ticket Counter arrivals and

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departures by a Requesting Airline if Airline is not utilizing the Preferential Use Gate or Ticket Counter during the Period of Use for a Scheduled Operation. If an arrival or departure of Airline that would have utilized one of Airline's Preferential Use Gates or Ticket Counters is early or late and Airline is prevented from utilizing any of its Preferential Use Gates or Ticket Counters because they are already being utilized by Requesting Airlines, City shall, whenever possible, accommodate Airline's arrival or departure on a Common Use Gate or Ticket Counter at no additional charge to Airline.

7.03 *Accommodation Charges for Preferential Use Gates and Ticket Counters.* Any Requesting Airline that is accommodated at any of Airline's Preferential Use Gates or Ticket Counters shall be required to pay City the same charges for use of the Gate or Ticket Counter that it would have been required to pay for use of a Common Use Gate or Ticket Counter as provided in Sections 8.03.5 and 8.03.6. City shall provide a credit to Airline for the full amount of any such Gate-use or Ticket Counter-use payments the City receives from Requesting Airlines that are accommodated at any of Airline's Preferential Use Gates or Ticket Counters. As a condition of accommodation on any of Airline's Preferential Use Gates or Ticket Counters, the Requesting Airline shall pay all reasonable towing, Remain Overnight (RON) fees and other charges related to the accommodations that are assessed by Airline.

7.04 *Gate and Ticket Counter Accommodation Conditions.* As a condition of accommodation on any of Airline's Preferential Use Gates and Ticket Counters, the Requesting Airline shall have executed an agreement that is substantially in the form of this Agreement or an Operating Agreement, as applicable, through which the Requesting Airline is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth herein. These insurance and indemnification obligations shall inure to the benefit of the Airline as a third-party beneficiary for any period of accommodation, and Airline shall not be required to accommodate a Requesting Airline at its Preferential Use Gates or Ticket Counters if the Requesting Airline's insurance and indemnification obligations are not satisfied.

7.05 *City's Control of Common Use Gates and Ticket Counters.* City shall retain exclusive control of the use of all Common Use Gates and Ticket Counters.

7.06 *Charges for Common Use Gates and Ticket Counters.* A Requesting Airline that is accommodated at a Common Use Gate or Ticket Counter will be charged on a per-use basis in accordance with Sections 8.03.5 and 8.03.6.

7.07 *Shared Use Equipment.* City reserves the right to install Shared Use Equipment at all Gates and Ticket Counters; provided, however, that ~~other than on Concourse A,~~ City will not install such Equipment at any of Airline's Preferential Use Gates or Preferential Use Ticket Counters unless City reasonably expects Passenger Carriers other than Airline to have Scheduled Operations at Airline's Preferential Use Gates; and further provided that City may install the information technology backbone required for Shared Use Equipment at all Gates and Ticket Counters within ~~the~~<sup>heavy</sup> new terminal ~~premises to be~~<sup>complex facilities</sup> constructed ~~in The Project~~<sup>after July 1, 2014</sup>.

7.08 *GSE Storage Areas.* Each Fiscal Year during the Term hereof the Executive Director shall assign GSE Storage Areas to each Signatory Airline as provided in the Rules and Regulations.

7.09 *Skycap Positions.* Each Fiscal Year during the Term hereof the Executive Director shall assign Skycap Positions to each Signatory Airline in the Executive Director's discretion.



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7.10 *Self-Service Devices.* Airline may only install proprietary Self-Service Devices for passenger processing at the Airport with the Executive Director's approval.

## **Article 8 Rates And Charges**

8.01 *Rate-Setting Methods.* The Landing Fees and Terminal Rents to be charged by City and paid by Airline and by all other Signatory Airlines for use of the Airport from the Effective Date until the expiration or earlier termination of this Agreement shall be calculated using the rate-setting methods set forth in this article. Exhibit B displays for illustrative purposes an actual calculation of rates and charges ~~for Fiscal Year 2015~~ showing the methods set forth in this article based upon currently available budget and forecast levels of Airport activity for the year. In calculating rates and charges under this Agreement, City shall not include any costs for the construction, equipping, maintaining or operating any portion of a fixed guideway (or "light rail" system).

8.02 *Landing Fee.* The Landing Fee effective July 1<sup>st</sup> of each Fiscal Year shall be determined according to the method set forth in this article.

8.02.1 *Airfield Revenue Requirement.* The City will calculate the Airfield Revenue Requirement by computing the sum of the following budgetary items for each Fiscal Year:

(a) Debt Service allocable to Airfield capital projects funded from Bonds, Subordinated Indebtedness or Other Indebtedness; *plus*

(b) the Coverage Amount Requirement, if any, applicable to the Debt Service amount calculated pursuant to subsection (a) above; *plus*

(c) Amortization allocable to Airfield capital projects funded from Net Remaining Revenues (excluding any amortization allocable to The Project and funded from Net Remaining Revenues), based on the economic life of each such capital project using the half year convention and including a return on the unamortized portion of each such project calculated using an interest rate set to equal comparable average borrowing costs published in the Bond Buyer Revenue Bond Index on June 30<sup>th</sup> of the year in which such project is put in service; *plus*

(d) the annual Operating Expenses and Capital Outlays allocable to the Airfield, excluding costs billed directly to and paid by Air Carriers; *plus*

(e) an amount equal to (i) the total deposits needed to replenish the Debt Service Reserve Funds to required levels times (ii) a fraction, the numerator of which is the total amount of Net Bond Proceeds allocable to the Airfield and the denominator of which is the total amount of Net Bond Proceeds; *plus*

(f) any other required reserve amounts allocable to the Airfield ; *minus*

(g) Revenues allocable to the Airfield other than Landing Fees charged to Air Carriers; (*plus or minus*)

(h) the Adjustment-to-Actual allocable to the Airfield as calculated under Section 8.06.

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8.02.2 *Estimated Landed Weight.* By January 1<sup>st</sup> of each Fiscal Year, Airline will provide estimates of the forecast aggregate Maximum Gross Landed Weight for all aircraft greater than 12,500 pounds carrying passengers or cargo in commercial service that are expected to land at the Airport during the next Fiscal Year. SLCDA will provide prior notice to Airline each year during the Term requesting such estimates; provided, however, that SLCDA's failure to provide such notice shall not relieve Airline of its obligations under this Section 8.02.2.

8.02.3 *Calculation of Landing Fee.* The City will calculate the Landing Fee by dividing the Airfield Revenue Requirement by the estimated landed weight, yielding a Landing Fee to be expressed in dollars and cents per one thousand pounds in landed weight. Landing Fees will be levied upon Airline based upon the aggregate Maximum Gross Landed Weight of all Chargeable Landings for aircraft operated by Airline that land at the Airport during the year.

8.03 *Terminal Rents.* The Terminal Rents effective July 1<sup>st</sup> of each Fiscal Year shall be determined according to the method set forth in this article.

8.03.1 *Net Terminal Revenue Requirement.* The City will calculate the aggregate Terminal Revenue Requirement by computing the sum of the following budgetary items for each Fiscal Year:

(a) Debt Service allocable to Terminal capital projects funded from Bonds, Subordinated Indebtedness, or Other Indebtedness; *plus*

(b) the Coverage Amount Requirement, if any, applicable to the Debt Service amount calculated pursuant to subsection (a) above; *plus*

(c) Amortization allocable to Terminal capital projects funded from Net Remaining Revenues (excluding any amortization allocable to The Project and funded from Net Remaining Revenues), based on the economic life of each such capital project using the half year convention and including a return on the unamortized portion of each such project calculated using an interest rate set to equal comparable average borrowing costs published in the Bond Buyer Revenue Bond Index on June 30<sup>th</sup> of the year in which such project is put in service ; *plus*

(d) the annual Operating Expenses and Capital Outlays allocable to the Terminal, excluding costs billed directly to and paid by Air Carriers; *plus*

(e) an amount equal to (i) the total deposits needed to replenish the Debt Service Reserve Funds to required levels times (ii) a fraction, the numerator of which is the total amount of Net Bond Proceeds allocable to the Terminal and the denominator of which is the total amount of Net Bond Proceeds; *plus*

(f) any other required reserve amounts allocable to the Terminal ; *minus*

(g) Revenues from Air Carriers allocable to the Terminal, including without limitation revenues from the other fees and charges described in Section 8.04, other than Terminal Rents charged to Air Carriers under this Section 8.03; *plus or minus*

(h) the Adjustment-to-Actual allocable to the Terminal as calculated under Section 8.06.

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The City will then multiply that sum by the ratio of total Rentable Airline Space to total Rentable Terminal Space at the Airport, yielding the revenue requirement (the ~~Net Terminal Revenue Requirement~~“Net Terminal Revenue Requirement”) to be met by all Passenger Carriers; provided, however, that from the Fiscal Year beginning July 1, 2024 through the end of the Term, the City will then multiply that sum by .82, yielding the revenue requirement (from the Fiscal Year beginning July 1, 2024 through the end of the Term, the “Net Terminal Revenue Requirement”) to be met by all Passenger Carriers.

8.03.2 *Distribution of the Net Terminal Revenue Requirement.* The City will distribute the aggregate Net Terminal Revenue Requirement calculated in accordance with Section 8.03.1 into two cost assignment groups: conditioned space and unconditioned space. The costs assigned to ~~the rentable space~~Airline Rented Space within each of these groups shall bear the following relativities to each other on a square foot basis:

Conditioned Space (identified in Exhibit B-9)	1.00
Unconditioned Space (identified in Exhibit B-9)	0.50

For rate-setting purposes, the costs per square foot of ~~rentable space~~Airline Rented Space in each of these two groups will be normalized so that the aggregate costs assigned to both groups will equal the Net Terminal Revenue Requirement.

8.03.3 *Charges for Exclusive Use and Preferential Use Premises.* Charges for Exclusive Use Premises and Preferential Use Premises will be levied upon Airline on a cost per square foot basis.

8.03.4 *Domestic Baggage Claim Joint Use Charges.* The City will calculate the Revenue requirement applicable to baggage claim areas serving domestic Scheduled Operations by multiplying the square footage of all such baggage claim areas by the rate for conditioned space or unconditioned space, whichever is applicable. The City will then calculate charges for the use of domestic baggage claim areas by allocating twenty percent (20%) of that Revenue requirement equally among all Airlines with scheduled domestic service and by dividing eighty percent (80%) of that Revenue requirement by the total number of ~~enplaning passengers~~Enplaned Passengers on domestic flights departing during the Fiscal Year to determine the domestic baggage claim charge per ~~De~~Enplaned Passenger. Charges for the use of domestic baggage claim areas will be levied upon Airline on the basis of the sum of its equal share of twenty percent (20%) of the Revenue requirement plus the product of the total number of ~~enplaning passengers~~Enplaned Passengers on domestic Scheduled Operations departing during the Fiscal Year ~~times and~~ the ~~per passenger~~ domestic baggage claim charge per Enplaned Passenger. In calculating the number of Enplaned Passengers in this Section 8.03.4, connecting passengers shall be excluded.

8.03.5 Charges for Common Use Gates— ~~and Hardstand Positions.~~

(a) Airline shall pay a fee for use of a Common Use Gate based on the highest cost per Turn for all Passenger Carriers. This per-Turn charge will be calculated by multiplying the total leased Gate space throughout the Airport by the conditioned space rate and then dividing by 365. The resulting daily rate shall be divided by the lowest scheduled number of Turns on any leased Gate, and the result shall be the Turn fee for use of a Common Use Gate. Airline shall also pay a fee for use of the jet bridge associated with the Common Use Gate based on the highest cost per Turn for all Passenger Carriers. This per-Turn charge will be calculated by dividing the average monthly

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loading bridge maintenance cost by the lowest scheduled number of Turns on any leased Gate and adding the two-year average cost of providing power and 400Hz service to each loading bridge.

(b) Each Fiscal Year, the City, after consultation with Airline, will establish reasonable fees for the use of Hardstand Positions. The factors to be used by the City in determining such fees will include, but are not limited to, the following: the costs of providing Hardstand Positions, the per-Turn charge for a Common Use Gate established in 8.03.5(a) above, the relative utility of a Gate versus a Hardstand Position and the benefit to all Air Carriers that is gained through the availability of Hardstand Positions.

8.03.58.03.6 Common Use Ticket Counter Charges and Bag Make-Up Charges. Airline shall pay a fee for use of a Common Use Ticket Counter based on the sum of (a) the rentable square feet of the Ticket Counter and associated office space multiplied by the conditioned space rate, plus (b) the rentable square feet of the related bag make-up space multiplied by the conditioned space or unconditioned space rate, whichever is applicable, divided by 365 days to arrive at a daily rate for use of a Common Use Ticket Counter.

8.03.68.03.7 Common Use Bag Claim Charges. Airline shall pay a fee for use of a Common Use bag claim device based on the sum of (a) the square feet of bag claim area in the Terminal multiplied by the conditioned space rate, plus (b) the square feet of ~~canopy in TU1~~ the unenclosed space on level 1 of the terminal building to deliver bags to the bag claim area and the square feet of any common use baggage carousel space in the concourses multiplied by one-half the conditioned space rate, divided by fifty percent (50%) of annual Enplaned Passengers for the previous Fiscal Year, to arrive at a rate per Enplaned Passenger.

8.03.78.03.8 Charges for Use of the FIS Facility and International Baggage Claim Area. Airline shall pay a fee for use of the FIS Facility and international bag claim area based on the sum of annual costs for (a) IAB utility costs, including allocated electrical expenses plus separately metered gas and water expenses, (b) triturator costs, (c) janitorial expenses using a per square foot cost basis, and (d) cost recovery of cart fees, divided by the total number of Deplaned Passengers from international flights arriving during the previous Fiscal Year, excluding pre-cleared international Deplaned Passengers, to arrive at a rate per deplaned international passenger.

8.03.9 Additional Common Use Fees. The City reserves the right to establish additional fees for the costs allocable to any Common Use space or facilities that are not recovered under this Article 8. Any such Common Use fees shall be published by the City on an annual basis. Prior to establishing any such Common Use fees, the City will consult with Airline.

8.04 *Other Fees and Charges.*

8.04.1 The City shall publish annually as part of the budget process the following fees, calculated on a reasonable and non-discriminatory basis, in accordance with Exhibit B-20.

(a) *RON Charges.* Airline shall pay a fee for aircraft remaining overnight and parked beyond the bounds of the Terminal Aircraft Apron area within Airline's Premises. The Airport Operations Duty Manager shall be responsible for performing a nightly inventory of aircraft remaining overnight.

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(b) *GSE Storage Area Charges.* Airline shall pay a fee for leasing GSE Storage Areas.

(c) *Open Storage Area Charges.* Airline shall pay a fee for leasing Open Storage Areas.

(d) *Kiosk Charges.* Airline shall pay a fee for placing ticketing kiosks at any locations outside of Airline's Premises approved in writing by City, based on eight (8) square feet for each such kiosk multiplied by the conditioned space rate or, for grouped kiosks, a reasonable lower rate determined at the discretion of the Executive Director after consultation with Airline.

(e) *Early Bag Storage System Fees.* Airline shall pay fees for Early Bag Storage as follows:

(i) *Each Fiscal Year, the Early Bag Storage System Revenue Requirement shall be derived by multiplying the square footage of the Early Bag Storage System areas by the rate for unconditioned space.*

(ii) *If Airline is the only Passenger Carrier at the Airport utilizing the Early Bag Storage System, Airline shall pay a monthly Early Bag Storage System fee equal to 1/12<sup>th</sup> of the Early Bag Storage System Revenue Requirement.*

(iii) *If more than one Passenger Carrier is utilizing the Early Bag Storage System, Airline shall pay Early Bag Storage System fees based on Airline's pro-rata share of bags processed through the Early Bag Storage System.*

8.04.2 *Employee Parking and Badging Charges.* Airline shall pay a fee for parking and badging for employees who are domiciled at the Airport, based on recovery of associated capital and operating costs, which shall be calculated annually as a part of the budget process.

8.04.3 *Stacking Charges.* When Airline stacks aircraft beyond the bounds of the Terminal Aircraft Apron areas within Airline's Premises, which Airline may do only with the written consent of SLCDA, Airline shall pay a stacking fee.

8.05 *Mid-year Adjustments.*

8.05.1 If it appears to City, on the basis of information it is able to accumulate during the course of a Fiscal Year during the Term, including information pursuant to Section 8.06 of the Agreement, that the budgeted Airfield or Terminal costs or forecast landed aircraft weight or rented Terminal space it used in calculating the Landing Fees or Terminal Rents then in effect are likely to vary by more than ten percent (10%) from actual results at the Airport, or if changes in Landing Fees or Terminal Rents are required by the terms and conditions of the Master Trust Indenture, any Subordinated Financing Agreement or Other Indebtedness agreement, City may make adjustments to the Landing Fees or Terminal Rents (or both) at mid-year or at such other time during the Fiscal Year as the need for such an adjustment becomes apparent to City.

8.05.2 The City shall provide Airline with a minimum of thirty (30) days advance written notice of any adjustments under Section 8.05.1.



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8.06 *Adjustments-to-Actual.* At the end of each Fiscal Year, after all required deposits have been made into the Airport Revenue Fund, the City shall use reasonable efforts to recalculate within one hundred twenty (120) days the Landing Fees and Terminal Rents and other charges established at the inception of each Fiscal Year in accordance with the methods set forth in Sections 8.02 and 8.03.1 through 8.03.4 and on the basis of year-end audited financial statements. Any resulting Adjustment-to-Actual shall be included in the City's budget for the second subsequent Fiscal Year and shall be included in the calculation of rates and charges for that year, and the City shall give the Air Carriers notice thereof. Notwithstanding the foregoing, the City may make adjustments to Landing Fees and Terminal Rents or both at mid-year or at such other time during the Fiscal Year as the need for such an adjustment becomes apparent to the City in accordance with Section 8.05. Exhibit B-11 displays an illustrative calculation of an Adjustment-to-Actual.

8.07 *Revenue Sharing.*

8.07.1 (a) Only Signatory Airlines shall be eligible to participate in revenue sharing under this Agreement and only from and after each such Signatory Airline has executed and delivered a fully executed Agreement to the City. Subject to the limitations set forth in Section 8.07.1(b), and the revised amounts and limitations set forth in Section 8.07.3, the City shall provide to the Signatory Airlines revenue sharing of one dollar (\$1) per Enplaned Passenger as determined after the calculation of any Adjustment-to-Actual for up to 10,000,000 Enplaned Passengers carried by all Signatory Airlines during each Fiscal Year. If during any Fiscal Year after 2015, the Signatory Airlines collectively carry more than 10,000,000 Enplaned Passengers, the City will increase the amount of revenue sharing per Enplaned Passenger based upon the increase, if any, in the total number of Enplaned Passengers compared to the number of Enplaned Passengers carried by the Signatory Airlines during Fiscal Year 2015; provided, however, that the increased amount of revenue sharing per Enplaned Passenger shall apply only to the number of Enplaned Passengers that exceed 10,000,000. The annual revenue sharing amount calculated in accordance with this Section 8.07.1(a) shall be referred to as the "Calculated Revenue Sharing Amount."

(b) The City's obligation to pay a revenue sharing amount to Signatory Airlines in a given Fiscal Year shall be payable solely from the Annual Adjusted Gross Revenues for Selected Concessions for such Fiscal Year. The total revenue sharing amount rebated to Signatory Airlines for a particular Fiscal Year shall not exceed the least of (i) 30% of Net Remaining Revenue in such Fiscal Year; (ii) the total amount of Annual Adjusted Gross Revenues for Selected Concessions in such Fiscal Year; and (iii) the Calculated Revenue Sharing Amount. If such revenue sharing amount in any Fiscal Year is less than the total amount of Calculated Revenue Sharing Amount determined in accordance with Section 8.07.1(a), the amount of revenue sharing per Enplaned Passenger shall be adjusted accordingly so that the total amount of revenue sharing payable from Annual Gross Revenues for Selected Concessions for a particular Fiscal Year does not exceed the least of (i) 30% of Net Remaining Revenue in such Fiscal Year and (ii) the total amount of Annual Adjusted Gross Revenues for Selected Concessions in such Fiscal Year. For each applicable Fiscal Year, revenue sharing shall be applied as a credit to invoices for Terminal Rents and shall be distributed uniformly on a monthly basis. By January 1<sup>st</sup> of each Fiscal Year, the Signatory Airlines, including Airline, shall provide estimates of their forecast Enplaned Passenger activity at the Airport during the next Fiscal Year. The number of Enplaned Passengers used for purposes of calculating revenue sharing hereunder shall be based on ninety-five percent (95%) of the forecast Enplaned Passenger activity provided by the Signatory Airlines, and the City shall reconcile the forecast figures with actual Enplaned Passengers for each Fiscal Year. SLCDA will provide prior notice to Airline each year during the Term requesting

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estimates of forecast Enplaned Passenger activity; provided, however, that SLCDA's failure to provide such notice shall not relieve Airline of its obligations under this Section 8.07.1.

8.07.2 City and Airline acknowledge that it will take some time to develop sound forecasts of Enplaned Passengers for the purposes of calculating revenue sharing hereunder for any new Signatory Airline at the Airport. Notwithstanding anything set forth herein to the contrary, the number of Enplaned Passengers for any Signatory Airline that has not been a Non-Signatory Airline or Signatory Airline for a full Fiscal Year at the Airport shall be based on an estimate that is derived by SLCDA from schedules published in the OAG or any successor publication, with fifty percent (50%) of the estimated Enplaned Passengers used to calculate the revenue sharing credit mentioned above for the new Signatory Airline. At the end of the first full Fiscal Year, revenue sharing for that year shall be recalculated based on the actual number of Enplaned Passengers for the new Signatory Airline, and any revenue sharing that is due to the new Signatory Airline based on the formula set forth above shall be applied as a credit to invoices for Terminal Rents in the new Fiscal Year and shall be distributed uniformly on a monthly basis.

8.07.3 From July 1, 2024, through the Term, the revenue sharing in Section 8.07.1 shall be adjusted as follows:

(a) Only Signatory Airlines shall be eligible to participate in revenue sharing under this Agreement and only from and after each such Signatory Airline has executed and delivered a fully executed Agreement to the City. Subject to the limitations set forth in Section 8.07.3(b), the City shall provide to the Signatory Airlines revenue sharing of one dollar and forty cents (\$1.40) per Enplaned Passenger as determined after the calculation of any Adjustment-to-Actual for up to 14,000,000 Enplaned Passengers carried by all Signatory Airlines during each Fiscal Year. If during any Fiscal Year after 2025, the Signatory Airlines collectively carry more than 14,000,000 Enplaned Passengers, the City will increase the amount of revenue sharing per Enplaned Passenger based upon the increase, if any, in the total number of Enplaned Passengers compared to the number of Enplaned Passengers carried by the Signatory Airlines during Fiscal Year 2025; provided, however, that the increased amount of revenue sharing per Enplaned Passenger shall apply only to the number of Enplaned Passengers that exceed 14,000,000. The annual revenue sharing amount calculated in accordance with this Section 8.07.3(a) shall be referred to as the "Calculated Revenue Sharing Amount."

(b) The City's obligation to pay a revenue sharing amount to Signatory Airlines in a given Fiscal Year shall be payable solely from the Annual Adjusted Gross Revenues for Selected Concessions for such Fiscal Year. The total revenue sharing amount rebated to Signatory Airlines for a particular Fiscal Year shall not exceed the least of (i) 40% of Net Remaining Revenue in such Fiscal Year; (ii) the total amount of Annual Adjusted Gross Revenues for Selected Concessions in such Fiscal Year; and (iii) the Calculated Revenue Sharing Amount. If such revenue sharing amount in any Fiscal Year is less than the total amount of Calculated Revenue Sharing Amount determined in accordance with Section 8.07.3(a), the amount of revenue sharing per Enplaned Passenger shall be adjusted accordingly so that the total amount of revenue sharing payable from Annual Gross Revenues for Selected Concessions for a particular Fiscal Year does not exceed the least of (i) 40% of Net Remaining Revenue in such Fiscal Year and (ii) the total amount of Annual Adjusted Gross Revenues for Selected Concessions in such Fiscal Year. For each applicable Fiscal Year, revenue sharing shall be applied as a credit to invoices for Terminal Rents and shall be distributed uniformly on a monthly basis. By January 1<sup>st</sup> of each Fiscal Year, the Signatory Airlines, including Airline, shall provide estimates of their forecast Enplaned Passenger activity at the Airport during the next Fiscal Year. The

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number of Enplaned Passengers used for purposes of calculating revenue sharing hereunder shall be based on ninety-five percent (95%) of the forecast Enplaned Passenger activity provided by the Signatory Airlines, and the City shall reconcile the forecast figures with actual Enplaned Passengers for each Fiscal Year. SLCDA will provide prior notice to Airline each year during the Term requesting estimates of forecast Enplaned Passenger activity; provided, however, that SLCDA's failure to provide such notice shall not relieve Airline of its obligations under this Section 8.07.3.

~~8.07.3~~8.07.4 Exhibit B-13 displays illustrative revenue sharing calculations.

8.08 *Activity Reports.*

8.08.1 *Information to be supplied by Airline.*

(a) Not later than the 10th day of each month, Airline and its Affiliates shall file with City separate written reports ("Activity Reports") on forms provided by City and included as samples in Exhibit F (or forms substantially similar thereto) for activity conducted by Airline during said month and for activity handled by Airline for each Air Carrier not having an agreement with City providing for its own submission of activity data to City. Such Activity Reports shall include, but not be limited to, operations data; Enplaned Passengers; Deplaned Passengers; connecting passengers; non-revenue enplaned passengers, and pounds of cargo, mail, and express shipments. City shall have the right to rely on said Activity Reports in determining rentals and charges due hereunder. Airline shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate Activity Reports shall be subject to interest charges as set forth in Section 9.04. City's assessment of such interest charges shall be in addition to any other remedies that City may have in law or in equity, including termination and revocation of this Agreement and all rights and privileges granted herein.

(b) Airline shall at all times maintain and keep records reflecting the activity statistics of Airline's activities at the Airport to be reported pursuant to Section 8.08.1(a). Such records shall be retained by Airline for a period of four (4) years subsequent to the activities reported therein, or such other retention period as set forth in applicable Federal Aviation Regulations, and upon prior written notice to Airline shall be made available, at no cost to City, at Salt Lake City, Utah for audit and/or examination by City or its duly authorized representative during all normal business hours. Airline shall produce such books and records within thirty (30) calendar days of City's notice to do so or pay all reasonable expenses, including but not limited to transportation, food, and lodging, necessary for an auditor selected by City to audit said books and records.

(c) The cost of an audit, with the exception of the aforementioned expenses, shall be borne by City; provided, however, the total cost of said audit shall be borne by Airline if either or both of the following conditions exist:

(i) The audit reveals an underpayment of more than one percent (1%) of rentals, fees, and charges due on an annual basis hereunder, as determined by said audit; or

(ii) Airline has failed to maintain true and complete records in accordance with Section 8.08.1(b).

(d) City may elect to collect Airport activity information using an electronic reporting system rather than the system that is described above. If City elects to utilize such



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a system during the Term of this Agreement, Airline shall make every reasonable effort to comply with the reporting requirements applicable thereto. Airline shall continue to provide Activity Reports as described above until such time as Airline commences use of any such electronic reporting system as implemented by City.

8.09 *Budget Consultation.*

8.09.1 *Landing Fees and Terminal Rents.* No later than March 15th of each year during the Term, City shall consult with the Signatory Airlines to discuss the proposed revised Landing Fees and Terminal Rents. In connection with this consultation, City shall provide to Airline the calculations City has made in determining the revised charges with reasonable supporting documentation. The City's obligation to consult with Airline shall not limit in any way City's rate-setting powers under this Agreement or otherwise cause any delay in the effectiveness of revised charges. No later than June 10<sup>th</sup> of each year during the Term, City shall notify Airline of the actual Landing Fees and Terminal Rents it will charge for the next Fiscal Year, effective July 1.

8.09.2 *Renewal and Replacement Costs.* As part of its budgeting and rate-setting process, City shall determine the annual Renewal and Replacement Costs (including the Renewal and Replacement Costs that are the subject of Sections 8.02.1(f) and 8.03.1(f) above). City shall include descriptions of renewal and replacement projects with the revised Landing Fee and Terminal Rent disclosure described in Section 8.09.1. As part of the consultation process described in that section, City agrees to fully consider the comments and recommendations of the Signatory Airlines prior to finalizing the allowance for renewal and replacement for the ensuing Fiscal Year.

8.10 *Renewal and Replacement Reserve Fund, Operation and Maintenance Reserve Fund and Debt Service Reserve Funds.*

8.10.1 The "Renewal and Replacement Reserve Fund" shall be funded in an amount equal to or greater than \$5 million (or such other amount as mutually agreed by the City and the Signatory Airlines) that is maintained by the City. The Renewal and Replacement Reserve Fund shall be used to pay for unanticipated or emergency replacements and repairs to the Airport, and any interest earned on the Renewal and Replacement Reserve Fund will be deposited into the Airport Revenue Fund.

8.10.2 The "Operation and Maintenance Reserve Fund" shall be funded in an amount equal to one-sixth of the annual Operation and Maintenance Budget for the Airport. The Operation and Maintenance Reserve Fund shall be used to pay for Operating Expenses at the Airport, as described in the Master Trust Indenture, and any interest earned on the Operation and Maintenance Reserve Fund will be deposited into the Airport Revenue Fund.

8.10.3 The "Debt Service Reserve Funds" shall be funded in amounts sufficient to meet the debt service reserve requirements established at the time of issuance of a particular series of Bonds, Subordinated Indebtedness or Other Indebtedness.

8.10.4 As part of its budgeting and annual rate-setting process, City shall determine the amounts necessary to ensure that the Renewal and Replacement Reserve Fund, the Operation and Maintenance Reserve Fund and the Debt Service Reserve Funds all remain fully funded, and the City shall raise both the Terminal Revenue Requirement and the Airfield Revenue Requirement as necessary to ensure such funding.

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8.11 *Extraordinary Coverage Protection.* Airline acknowledges that in order to satisfy the Coverage Amount Requirement for Debt Service on Bonds and Subordinated Indebtedness, Airline shall be required to make extraordinary coverage protection payments in addition to the Landing Fees and Terminal Rents otherwise established by this Article 8 in any Fiscal Year in which the amount of Revenues less Operating Expenses is forecasted to be less than the sum of the Debt Service plus the Coverage Amount Requirement applicable thereto. Any amounts that must be collected for such extraordinary coverage protection payments shall be allocated in a fair and not unjustly discriminatory manner to the Airfield Revenue Requirement or the Terminal Revenue Requirement or both in the reasonable discretion of the Executive Director.

**8.12 Discussion of Early Repayment of Principal on Debt.**

**8.12.1 City agrees to meet with Airline after December 31, 2025, to discuss the early repayment of airport debt if the following conditions are met: (a) the debt service coverage ratio exceeds 1.50; and (b) City's cash position in the audited financial statements at the end of the City's most recent fiscal year is in excess of One Hundred Million Dollars (\$100,000,000) and also exceeds three hundred sixty-five (365) "days of cash on hand", as calculated by the City.**

**8.12.2 If all the threshold conditions in Section 8.12.1 are met, City will discuss with Airline whether and under what specific terms and conditions the City would be willing to apply airport funds that are not necessary to meet the thresholds in 8.12.1 (a) and (b) to the early repayment of principal on Bonds, Subordinated Indebtedness, or Other Indebtedness. City shall have no obligation to make any such early repayments. In the event that City determines, in its sole discretion, to make such early repayments, the City shall have sole discretion to determine the levels and timing of the repayments and any other terms and conditions deemed appropriate by City.**

**Article 9 Payments**

9.01 *Terminal Rent.* Payments of one-twelfth (1/12) of the total annual Terminal Rent for Airline's Preferential Use and Exclusive Use Premises shall be due in advance, without demand or invoice, on the twentieth (20<sup>th</sup>) day of the preceding month. Said Terminal Rent shall be deemed delinquent if payment is not received by the first (1<sup>st</sup>) day of the month for which rent is owed. With the written approval of the Executive Director, in the Executive Director's sole discretion, Airline may submit payments of Terminal Rent in accordance with a written payment plan to be proposed by Airline.

9.02 *Landing Fees.* Payment of Airline's Landing Fees shall be due in arrears on the twentieth (20<sup>th</sup>) day of each month and shall be deemed delinquent if not received by the first (1<sup>st</sup>) day of the following month.

9.03 *Other Fees and Charges.* Payment for all other fees and charges due hereunder shall be due as of the due date stated on City's invoice. Said fees and charges shall be deemed delinquent if payment is not received within thirty (30) days of the stated date of such invoice.

9.04 *Payment Delinquencies.* City shall provide notice of any and all payment delinquencies, including payments of any deficiencies which may be due as a result of City's estimates of activity pursuant to Section 9.05 below or due to an audit performed pursuant to Section 8.08.1(b); provided, however, interest at the rate of eighteen percent (18%) per annum shall accrue against any and all delinquent payment(s) from the due date until the date payments are received by City. This

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provision shall not preclude City from canceling this Agreement for default in the payment of rentals, fees, or charges, as provided for in Article 13, or from exercising any other rights contained herein or provided by law.

9.05 *Estimates.* In the event Airline fails to submit its monthly Activity Reports as required in Section 8.08.1, City shall estimate the rentals, fees, and charges due from Airline based upon the highest month of the previous twelve (12) month's activity reported by Airline and issue an invoice to Airline for same. If no activity data is available, City shall reasonably estimate such activity and invoice Airline for same. Airline shall be liable for any deficiencies in payments based on estimates made under this provision; payment for said deficiencies shall be deemed due as of the date such rental fee or charge was due and payable. If such estimate results in an overpayment by Airline, City shall apply such overpayment as a credit against subsequent amounts due for such rentals, fees, and charges from Airline; provided, however, Airline shall not be entitled to any credit for interest on payments of such estimated amounts.

9.06 *Proration.* In the event Airline's obligations with respect to Airline Premises or any rights, licenses, or privileges granted hereunder shall commence or terminate on any date other than the first or last day of the month, Airline's rentals, fees, and charges shall be prorated on the basis of the number of days such premises, facilities, rights, licenses, services, or privileges were enjoyed during that month.

9.07 *Payment Process.* All payments due and payable hereunder shall be paid in lawful money of the United States of America, without deduction or set off, by wire transfer or if there is good cause for not making a wire transfer, by check made payable to City and delivered to the addresses shown on Exhibit I. Upon ninety (90) days written notice to Airline, City may change the addresses to which payments due and payable hereunder must be sent by Airline.

9.08 *Payment Acceptance.* The acceptance by City of any payments hereunder shall not preclude City from verifying the accuracy of any reports submitted by Airline to City or recovering from Airline any additional payments to City that are actually due.

## **Article 10 Capital Investments**

10.01 *Need for Capital Investments.* Airline acknowledges that substantial Capital Investments to preserve, protect, enhance, expand and otherwise improve the Airport will be required during the Term of this Agreement. The current 10-year capital improvement plan ("CIP") for Capital Investments that are planned for the Airport is attached as Exhibit G. The Project is included in the CIP and shall be deemed to be pre-approved and exempt from the requirements of Section 10.02 except as provided in Section 10.06 with respect to The Project. This CIP has been prepared in good faith, but it shall not be binding on SLCDA or the City except as provided in Section 10.06 with respect to The Project. The City may make changes to the CIP in its discretion and, subject to the terms of this Article 10, the City reserves the right to make the Capital Investments listed on the CIP during the term of this Agreement. The City shall submit to the Signatory Airlines a proposed budget for Capital Investment each Fiscal Year, and the City shall consider all comments and suggestions that are timely made by the Signatory Airlines prior to the adoption of the final budget.

10.02 *Capital Investment Subject to Signatory Airline Consideration.* No costs or amortization of costs of Capital Investments shall be charged to Airline in its Landing Fees or Terminal Rents for any new Capital Investments made by City after June 30, 2014 in the Airfield Cost and

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Revenue Center or in the Terminal Cost and Revenue Center unless ~~at least one of the~~ Signatory Airlines ~~has~~ accounting for 15% of Enplaned Passengers over the prior 12 months have approved such new Capital Investments. Further, notwithstanding the definition of Rentable Terminal Space in Article 1 of this Agreement, no space created by any such new Capital Investments in the Terminal on which Investment Service is not charged shall be counted as Rentable Terminal Space. In the event City decides to make a new Capital Investment in one of such centers (Airfield or Terminal), City and representatives of the Signatory Airlines shall meet to discuss to what extent, if any, the methods of amortizing and allocating Investment Service and determining Rentable Terminal Space provided for in this Agreement shall be changed for the purpose of calculating the charge to Airline for Investment Service resulting from such new Capital Investment. To the extent required by 49 U.S.C. § 40117(f), and notwithstanding anything to contrary in this Agreement, no Capital Investment shall be subject to Signatory Airline consideration to the extent such Capital Investment is fully financed by PFCs or PFC-backed bonds. However, any Capital Investment that includes other funding sources may be subject to Signatory Airline consideration to the extent of those funding sources, unless otherwise exempt from Signatory Airline consideration.

10.03 *Capital Investment Not Subject to Signatory Airline Consideration.* Notwithstanding anything set forth in this Agreement to the contrary, the following Capital Investment may be undertaken by City at any time and shall not be subject to consideration by the Signatory Airlines:

10.03.1 Projects mandated by the FAA, DOT, TSA, or similar governmental authority, other than City, having jurisdiction over the Airport.

10.03.2 Projects to repair casualty damage to Airport property that must be rebuilt or replaced in order for City to meet its obligations pursuant to this Agreement, the Master Trust Indenture, or agreements with other lessees at the Airport.

10.03.3 Projects undertaken in Cost and Revenue Centers other than the Airfield Cost and Revenue Center and the Terminal Cost and Revenue Center.

10.03.4 Reasonable repairs, rebuilding, improvements or additions, including the associated costs therefor, necessary to comply with this Agreement or applicable law or to settle lawful claims, satisfy judgments, or comply with judicial orders against City by reason of its ownership, operation, maintenance or use of the Airport.

10.03.5 Expenditures of an emergency nature which, if not made within forty-eight (48) hours, would result in the closing of any portion of the Airport.

10.03.6 Projects funded directly or indirectly by PFCs, CFCs or grants; provided, however, that this provision shall not be interpreted as a waiver of Airline's consultation rights under 49 U.S.C. § 40117 or 14 C.F.R. Part 158 as such statute and regulation currently exist or may be amended.

10.03.7 Projects that are undertaken to satisfy the specific requirements of any Signatory Airline so long as such Signatory Airline agrees to pay all increased rentals, fees, charges and operating and maintenance costs that are sufficient to cover the annual debt service and operating and maintenance costs associated with the project.

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10.03.8 Projects related to special purpose facilities for which the user agrees to pay or reimburse the Airport.

10.04 *Financing.* City may issue Bonds, Subordinated Indebtedness or Other Indebtedness to finance any Capital Investment permitted by this Article 10.

10.05 *Alterations and Improvements by Airline.*

10.05.1 Except as expressly provided herein and in accordance with the Airport's Tenant Improvement Standards, Airline shall make no alterations, additions, improvements to, or installations in the Airline Premises, including without limitation the installation of any cabling, without the prior written approval of the Executive Director.

10.05.2 Should Airline from time to time require alterations, additions, improvements to, or installations in the Airline's Exclusive Use or Preferential Use Premises, it may make alterations, additions, improvements to or installation in the Airline's Exclusive Use or Preferential Use Premises if Airline complies with the following conditions:

(a) Before the commencement of any such work, plans and specifications shall be approved by and filed with the Executive Director and all governmental departments or authorities having jurisdiction. The contractors performing the work shall be specified to the Executive Director before the commencement of any such work, and all work shall be subject to and in accordance with (i) Airport's Tenant Improvement Standards, (ii) requirements of law, and (iii) applicable regulations of all applicable governmental departments or authorities and, where required, each affected public utility company.

(b) Such work shall be performed in a professional manner and in accordance with the plans and specifications approved for the same. Airline shall redo or replace, at its sole cost and expense, any work that is not performed in this manner and in accordance with such plans and specifications as approved by the Executive Director. Airline shall notify the Executive Director within ten (10) days of final cessation of any work, and the Executive Director will make a final inspection and will issue a letter of approval or disapproval. Any request to redo or replace any such work shall be made by the Executive Director within twenty-one (21) days after receipt of notice of completion from Airline.

10.05.3 Subject to Section 15.03, all alterations, additions, or improvements placed at any time upon the Airport by Airline shall be deemed to be and become a part of the realty and the sole and absolute property of City upon termination or cancellation of Airline's lease of the premises where the same is located; provided, however, movable furniture, movable personal property, and other removable trade fixtures, including but not limited to passenger loading bridges or baggage conveyor systems put in at the expense of Airline or at the expense of third parties leasing such property to Airline, shall not be deemed to become the property of City at the termination or cancellation of this Agreement, and Airline shall have the right to remove said property from the Exclusive Use Premises and Preferential Use Premises on or about the time of termination of this Agreement, subject to any valid lien which City may have thereon. Any damage to the Airport, including the Exclusive Use Premises and the Preferential Use Premises, caused by such removal shall be repaired at Airline's expense.



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10.05.4 Airline shall promptly pay all lawful claims and discharge all liens made against it or against City by Airline's contractors, subcontractors, materialmen, and workers and all such claims and liens made against Airline or City by other third parties arising out of or in connection with, whether directly or indirectly, any work done by or for Airline, its contractors, subcontractors, or materialmen; provided, however, that Airline shall have the right to contest the amount or validity of any such claim or lien without being in default of this Agreement upon furnishing security satisfactory to the Executive Director guaranteeing that such claim or lien will be properly and fully discharged forthwith in the event that such contest is finally determined against Airline or City.

10.05.5 Airline shall procure and maintain during construction of any and all improvements by Airline comprehensive public liability insurance, or if the work is to be done by an independent contractor, Airline shall require such contractor to procure and maintain such insurance in Airline's name. In either case, insurance shall be procured and maintained in limits and meeting requirements reasonably satisfactory to the City, and Airline shall defend, indemnify and hold harmless City and its officers, agents, and employees for all loss, cost damage, or expense arising out of or relating in any way to such construction, except such loss, cost, damage, or expense arising from or caused by the negligence or willful misconduct of City. Airline, on work in excess of \$100,000, shall require prime contractors to procure and maintain a payment bond in the face amount of the cost of improvements and in a form satisfactory to the City's attorney.

10.05.6 If, in the construction of any improvements to or upon the Airline's Exclusive Use Premises or Preferential Use Premises, Airline causes disturbance to or damage of any asbestos and/or asbestos-containing materials, Airline shall be solely responsible for the costs of remedying the disturbance or damage, including, without limitation, the removal of any asbestos and asbestos-containing materials.

10.06 *Special Provisions for The Project.*

10.06.1 *Support For The Project.* Airline has approved and shall support the Terminal Redevelopment Project ("The Project") described in Exhibit H-1. The Project will involve the design and construction of landside facilities including a parking garage with allocated space for rental car operations and ready return, a rental car quick turnaround facility, and rental car remote maintenance facilities; a passenger terminal facility and associated concourses; a central plant facility; associated temporary and permanent roadways; and other related components. City shall construct The Project substantially in accordance with contract documents developed by City-approved architects and engineers. Airline has approved the preliminary conceptual drawings of the Project dated February 2014 and acknowledges that the cost estimates referenced in this Agreement are based on these preliminary conceptual drawings. City acknowledges that Airline and all other Signatory Airlines have legitimate concerns about the potential cost impact of The Project on their business at the Airport and commits to use reasonable efforts to complete The Project and otherwise manage the Airport to achieve the shared goal of a cost per enplaned passenger ("CPE") of no more than \$5.00 (in 2013 dollars) in Fiscal Year 2024, ~~the final year of the Term of this Agreement.~~

10.06.2 *Renovation of Existing Concourses.* Approval of The Project does not constitute approval for the design or construction of renovations of existing concourses A, B, C and D contemplated in connection with The Project or of any financing plan for such renovations. Signatory Airline approval is required under Section 10.02 before City may proceed with such concourse renovations or redevelopment.

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10.06.3 *Airline Technical Representative.* The Chair of the Airline/Airport Affairs Committee (“AAAC”) shall designate an Airline Technical Representative, subject to approval by the City, to represent the AAAC in matters pertaining to The Project. Airline Technical Representative shall participate in the design review process and provide comments and suggestions for those components of The Project containing Rentable Airline Space. Airline Technical Representative may attend meetings of the Airport’s Financial Oversight Committee and meetings of the Airport’s Construction Committee concerning the Project. Airline Technical Representative shall provide periodic updates of The Project to the AAAC members as appropriate and is expected to faithfully represent the collective interests of all of the members of the AAAC as a group. Airline Technical Representative may be present prior to and during construction of The Project to inspect, review and recommend to the City action with regard to plans, specifications, bids, change orders and other construction matters related to The Project.

10.06.4 *Development of Contract Documents for The Project.* City represents that its architects and engineers are required under contract to develop as expeditiously as possible cost estimates, a schedule of contracts and construction schedules for The Project. In the development of these contract documents and construction schedules, City and its architects and engineers will consult with Airline Technical Representative and give due consideration to the reasonable requests, suggestions and recommendations of the AAAC. All proposed contract documents shall be made available in Salt Lake City for review by Airline Technical Representative before such documents are put out for bid, so that Airline Technical Representative shall have the opportunity, prior to and during the bid period, to review the proposed contract documents and to submit suggestions or recommendations for change. Airline Technical Representative shall be notified in advance of solicitations for bids and proposals related to The Project.

10.06.5 *Estimated Costs of The Project.* The total cost of The Project is currently estimated to be ~~\$1.7822.72~~ Billion, as detailed in Exhibit H-2. Project costs include Relocation Costs associated with and occasioned by The Project, including costs associated with interim moves required to facilitate construction and with moves resulting from the completion of The Project. The total costs of The Project shall not exceed ~~\$1.7822.72~~ Billion, except as follows:

(i) The total costs of The Project may be increased with the approval of Signatory Airlines that collectively account for more than fifty-five percent (55%) in number of all Signatory Carriers or collectively accounted for more than fifty-five percent (55%) of all Terminal Rents paid to the City in the preceding Fiscal Year.

(ii) The total costs of The Project may be increased without Signatory Airline approval to reflect additional costs that result from delays caused by labor disputes, fire or other acts of God, legal acts, delays in delivery of materials or equipment beyond City’s control or any other acts beyond City’s control; provided, however, that no change orders or claims resulting from any such cause shall be agreed to or approved by City until a written copy of the proposed change order or of the claim, and any supporting documentation, has been provided to Airline Technical Representative so that Airline Technical Representative shall have 10 (ten) business days, whenever practicable without impairing City’s rights, to submit recommendations, which shall be considered in good faith by City.

(iii) Increases in the total costs of The Project that are attributable to elements of The Project undertaken to satisfy the specific requirements of any Signatory Airline

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shall be permitted so long as such Signatory Airline agrees to pay all costs attributable to such Project elements.

10.06.6 *Budget Overruns on The Project.* It is contemplated that a number of contracts will be necessary in order to construct The Project, and these contracts are described in Exhibit H-3. The current Project construction schedule is provided in Exhibit H-4. The actual bids for each contract will be compared to the estimated costs for such contract and if the actual bid exceeds the estimate for any such contract by more than ten percent 10%, or if contracts at any time previously executed, including change orders plus estimated costs of all work necessary to complete the portion of The Project subject to the contract, exceed the total estimated cost of the portion of The Project subject to the contract by more than ten percent (10%), City shall meet promptly with Airline Technical Representative prior to the award of any further contracts to determine how The Project can be revised so that the cost of The Project will not exceed the total estimated cost of The Project unless an increase in total costs of The Project is approved under Section 10.06.5(i). If City and Airline Technical Representative cannot agree on so revising the Project or accepting increased costs within 30 days from the date of the receipt of bids, then a majority of a committee composed of the Airline Technical Representative, the Program Director, and the Airport's Director of Finance shall make recommendations to the Executive Director to revise such contract to bring costs within the total allowable limit in accordance with Section 10.06.5.

10.06.7 *Funding Plan for The Project.* City will finance The Project from any available federal grants, state grants, PFCs, CFCs, Airport funds and the proceeds of Bonds, Subordinated Indebtedness or Other Indebtedness issued by the City, or from any other lawful funding source. City's current Funding Plan for The Project is summarized in Exhibit H-5. Airline acknowledges that the actual funding sources drawn upon by City to finance The Project may differ from the current Funding Plan based upon changing financial market conditions; the availability of federal and state grants; City's ability to use PFCs and CFCs; and other factors.

(a) City will use its best efforts to receive federal and state grants for grant-eligible components of The Project, to obtain authority to collect and use PFCs and CFCs for eligible components of The Project and otherwise to reduce the costs of The Project to be recovered from Signatory Airlines through rates and charges.

(b) City may borrow monies or use other available funds of City to finance the ongoing effort to design and construct the Project, in accordance with the Funding Plan summarized in Exhibit H-5.

(c) City agrees to use its best efforts to authorize and issue Bonds, Subordinated Indebtedness or Other Indebtedness to finance the design and construction of The Project, to provide for capitalized interest and required reserves for the payment of Bonds, Subordinated Indebtedness or Other Indebtedness to reimburse City for funds expended in connection with The Project and financing costs thereof, and any preliminary expenses of The Project from January 1, 2013 to the sale of such Bonds, Subordinated Indebtedness or Other Indebtedness and to pay for the expenses related to the issuance of such Bonds, Subordinated Indebtedness or Other Indebtedness.

(d) If for any reason Bonds, Subordinated Indebtedness or Other Indebtedness cannot be sold to repay borrowed monies, to replace Airport funds, or to otherwise pay



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for costs of The Project, such amounts may be included in the Airfield Revenue Requirement or the Terminal Revenue Requirement, as appropriate, and recovered by City over a reasonable time.

(e) Airline acknowledges that it may be necessary to issue additional Bonds, Subordinated Indebtedness or Other Indebtedness to complete The Project in the event that, notwithstanding City's best efforts to avoid increased Projects costs, the total cost of The Project exceeds the estimate and such excess is approved in the manner set forth in Sections 10.06.5 and 10.06.6. City agrees to evaluate alternate funding sources before issuing additional Bonds, Subordinated Indebtedness or Other Indebtedness and to report such alternate funding sources to the Airline Technical Representative.

(f) Airline acknowledges that in the event that the grants-in-aid are less than the estimated amounts, it may be necessary for City to impose and use additional PFCs or issue additional General Airport Revenue Bonds to complete The Project.

10.06.8 *Change Orders.* Any change order or other amendment to any contract entered into by City for the Project, which would increase the amount of the contract by the greater of \$250,000 or more than 10% of the original contract, or which would extend the time to complete a contract by more than 25%, shall not be agreed to or approved by City until the proposed change order or other amendment and any supporting documentation has been furnished to Airline Technical Representative so that Airline Technical Representative shall have 10 (ten) business days, whenever practicable without impairing City's rights, to submit recommendations as to how such change order shall be handled, which recommendations shall be considered in good faith by City.

10.06.9 *Notice of Claims.* City shall promptly inform Airline Technical Representative of any and all claims on The Project by contractors or consultants for additional time to complete the contract or additional compensation which would increase the amount of the contract by the greater of \$250,000 or more than 10% of the amount of a contract. Copies of all such written claims, and any supporting documentation, shall be provided to Airline Technical Representative within 10 days after receipt of such claim. Airline Representative shall have 10 business days, whenever practicable without impairing City's rights, to submit recommendations as to how such claim should be handled, which recommendations shall be considered in good faith by City. Airline may submit legal analyses and opinions for consideration by City's legal counsel in connection with any such claim.

10.06.10 *Airline Relocations, Accommodations and Right-Sizing.*

(a) *Reallocations of Space During Construction of The Project.* Airline acknowledges that during construction of The Project, in order to facilitate the continued operations of all Passenger Carriers at the Airport and to serve the traveling public, it will be necessary for City, from time to time, to reallocate space under Section 4.05.1 on an interim, transitional basis pending completion of The Project.

(b) *Accommodations.* Airline acknowledges that during construction of The Project, in order to accommodate the needs of all Passenger Carriers for reasonable access to required Terminal facilities, it is likely that Airline will be required to accommodate other Passenger Carriers at its Exclusive Use and Preferential Use Premises in accordance with and subject to Sections 7.02 and 7.03.

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(c) *Right-Sizing Upon DBO.* In anticipation of the completion of new Terminal facilities to be constructed in The Project that City makes available to Airline, Airline may request and City shall grant, effective as of the DBO of such new facilities, a reduction in the size of the Airline Premises or, to the extent there is available space, an increase in the size of the Airline Premises. Airline shall be obligated to pay for all Airline Premises assigned to Airline after any such reductions or increases have been made. City and Airline acknowledge that The Project may be completed in phases and that not all Air Carriers will be given this right-sizing opportunity at the same time.

10.06.11 *Cost Recovery.* City may continue, after the DBO of The Project, to include in the Terminal Revenue Requirement calculated in accordance with Section 8.03.1 any Debt Service, Coverage Amounts, Amortization, Operating Expenses and Reserve Fund requirements allocable to Rentable Airline Space that existed before the DBO of The Project, but which City expects will be demolished some time after the DBO of The Project, for so long as such costs are incurred by City even if (a) such space is vacant after the DBO of The Project and (b) City has no reasonable expectation that such space will be leased to any Air Carrier or otherwise put to revenue-producing use. Any such vacant space shall continue to be included in the amount of Rentable Airline Space used in the calculation of the Net Terminal Revenue Requirement to be met by all Passenger Carriers; provided, however, that the Net Terminal Revenue Requirement shall be increased by the costs of operating and maintaining such vacant space in an amount not to exceed \$1.50 per square foot.

10.07 *Finishes and Installations in New Facilities Constructed in The Project.*

10.07.1 *Modifications to Finishes in New Premises.* City will provide Airline with the baseline specifications and design standards for finishes in new Airline Premises to be constructed in The Project. Airline may request, subject to City approval, waivers or enhancements to these baseline specifications and design standards. If any such requests for changes are approved, Airline shall pay to City the net increase in cost, if any, for such changes.

10.07.2 *Financing Costs of Enhanced Tenant Finishes in New Premises.* City will finance enhanced Signatory Airline tenant finishes approved under Section 10.07.1 if requested by Airline prior to the issuance of Bonds, Subordinated Indebtedness or Other Indebtedness. Such amount shall be in addition to the Estimated Project Cost set forth in Exhibit H-2 and the cost of any resulting increase in borrowing by City shall be repaid by Airline. Airline shall provide City with a list of property and equipment financed with tenant finish funds, and Airline and City mutually shall agree on an annual repayment schedule based upon the useful lives of the assets financed. If Airline terminates this Agreement for any reason before the full repayment of debt associated with its own tenant finishes, any unpaid principal balance shall be immediately due and payable. Airline, with City approval, may assign its space and related tenant improvements to a successor Airline, as long as the successor Airline agrees to repay any unpaid debt associated with tenant finishes.

10.08 *Phase IV Gate Expansion.* Airline has approved and shall support the Phase IV Gate Expansion Project described in Exhibit H-6.1-H6.6.

10.08.1 *Airline Technical Representative.* Airline Technical Representative shall participate in the design review process and provide comments and suggestions for the Phase IV Gate Expansion. Airline Technical Representative may attend meetings of the Airport's Financial Oversight Committee and meetings of the Airport's Construction Committee concerning the Phase IV Gate Expansion. Airline Technical Representative shall provide periodic updates of the Phase IV Gate

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Expansion to the AAAC members as appropriate and is expected to faithfully represent the collective interests of all of the members of the AAAC as a group. Airline Technical Representative may be present prior to and during construction of the Phase IV Gate Expansion to inspect, review and recommend to the City action with regard to plans, specifications, bids, change orders and other construction matters related to the Phase IV Gate Expansion.

10.08.2 *Development of Contract Documents for the Phase IV Gate Expansion.* City represents that its architects and engineers are required under contract to develop as expeditiously as possible cost estimates, a schedule of contracts and construction schedules for the Phase IV Gate Expansion. In the development of these contract documents and construction schedules, City and its architects and engineers will consult with Airline Technical Representative and give due consideration to the reasonable requests, suggestions and recommendations of the AAAC. All proposed contract documents shall be made available in Salt Lake City for review by Airline Technical Representative before such documents are put out for bid, so that Airline Technical Representative shall have the opportunity, prior to and during the bid period, to review the proposed contract documents and to submit suggestions or recommendations for change. Airline Technical Representative shall be notified in advance of solicitations for bids and proposals related to the Phase IV Gate Expansion.

10.08.3 *Estimated Costs of the Phase IV Gate Expansion.* The total cost of the Phase IV Gate Expansion is currently estimated to be Six Hundred Eighty Million, Seven Hundred and Thirteen Thousand, and Eighty-Three Dollars (\$680,713,083), as detailed in Exhibit H-7. The total costs of the Phase IV Gate Expansion shall not exceed Six Hundred Eighty Million, Seven Hundred and Thirteen Thousand, and Eighty-Three Dollars (\$680,713,083), except as follows:

(a) The total costs of the Phase IV Gate Expansion may be increased with the approval of Signatory Airlines that collectively account for more than fifty-five percent (55%) in number of all Signatory Carriers or collectively accounted for more than fifty-five percent (55%) of all Terminal Rents paid to the City in the preceding Fiscal Year.

(b) The total costs of the Phase IV Gate Expansion may be increased without Signatory Airline approval to reflect additional costs that result from delays caused by labor disputes, fire or other acts of God, legal acts, delays in delivery of materials or equipment beyond City's control or any other acts beyond City's control; provided, however, that no change orders or claims resulting from any such cause shall be agreed to or approved by City until a written copy of the proposed change order or of the claim, and any supporting documentation, has been provided to Airline Technical Representative so that Airline Technical Representative shall have 10 (ten) business days, whenever practicable without impairing City's rights, to submit recommendations, which shall be considered in good faith by City.

(c) Increases in the total costs of the Phase IV Gate Expansion that are attributable to elements of the Phase IV Gate Expansion undertaken to satisfy the specific requirements of any Signatory Airline shall be permitted so long as such Signatory Airline agrees to pay all costs attributable to such Project elements.

10.08.4 *Budget Overruns on the Phase IV Gate Expansion.* It is contemplated that a number of contracts will be necessary in order to construct the Phase IV Gate Expansion, and these contracts are described in Exhibit H-8. The current construction schedule is provided in Exhibit H-9. The actual bids for each contract will be compared to the estimated costs for such contract and if the actual bid exceeds the estimate for any such contract by more than ten percent 10%, or if contracts at

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any time previously executed, including change orders plus estimated costs of all work necessary to complete the portion of the Phase IV Gate Expansion subject to the contract, exceed the total estimated cost of the portion of the Phase IV Gate Expansion subject to the contract by more than ten percent (10%). City shall meet promptly with Airline Technical Representative prior to the award of any further contracts to determine how the Phase IV Gate Expansion can be revised so that the cost of the Phase IV Gate Expansion will not exceed the total estimated cost of the Phase IV Gate Expansion unless an increase in total costs of the Phase IV Gate Expansion is approved under Section 10.08.3. If City and Airline Technical Representative cannot agree on so revising the Phase IV Gate Expansion or accepting increased costs within 30 days from the date of the receipt of bids, then a majority of a committee composed of the Airline Technical Representative, the Program Director, and the Airport's Director of Finance shall make recommendations to the Executive Director to revise such contract to bring costs within the total allowable limit in accordance with Section 10.08.3.

10.08.5 Funding Plan for the Phase IV Gate Expansion. City will finance the Phase IV Gate Expansion from any available federal grants, state grants, PFCs, CFCs, Airport funds and the proceeds of Bonds, Subordinated Indebtedness or Other Indebtedness issued by the City, or from any other lawful funding source. The City's current Funding Plan for the Phase IV Gate Expansion is to utilize the proceeds of Bonds. Airline acknowledges that the actual funding sources drawn upon by City to finance the Phase IV Gate Expansion may differ from the current Funding Plan based upon changing financial market conditions; the availability of federal and state grants; City's ability to use PFCs and CFCs; and other factors.

(a) City will use its best efforts to receive federal and state grants for grant-eligible components of the Phase IV Gate Expansion, to obtain authority to collect and use PFCs and CFCs for eligible components of the Phase IV Gate Expansion and otherwise to reduce the costs of the Phase IV Gate Expansion to be recovered from Signatory Airlines through rates and charges.

(b) City may borrow monies or use other available funds of City to finance the ongoing effort to design and construct the Phase IV Gate Expansion.

(c) City agrees to use its best efforts to authorize and issue Bonds, Subordinated Indebtedness or Other Indebtedness to finance the design and construction of the Phase IV Gate Expansion, to provide for capitalized interest and required reserves for the payment of Bonds, Subordinated Indebtedness or Other Indebtedness to reimburse City for funds expended in connection with the Phase IV Gate Expansion and financing costs thereof, and any preliminary expenses of the Phase IV Gate Expansion from July 1, 2021 to the sale of such Bonds, Subordinated Indebtedness or Other Indebtedness and to pay for the expenses related to the issuance of such Bonds, Subordinated Indebtedness or Other Indebtedness.

(d) If for any reason Bonds, Subordinated Indebtedness or Other Indebtedness cannot be sold to repay borrowed monies, to replace Airport funds, or to otherwise pay for costs of the Phase IV Gate Expansion, such amounts may be included in the Airfield Revenue Requirement or the Terminal Revenue Requirement, as appropriate, and recovered by City over a reasonable time.

(e) Airline acknowledges that it may be necessary to issue additional Bonds, Subordinated Indebtedness or Other Indebtedness to complete the Phase IV Gate Expansion in the event that, notwithstanding City's best efforts to avoid increased Projects costs, the total cost of the Phase IV Gate Expansion exceeds the estimate and such excess is approved in the manner set forth in

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Sections 10.08.3 and 10.08.4. City agrees to evaluate alternate funding sources before issuing additional Bonds, Subordinated Indebtedness or Other Indebtedness and to report such alternate funding sources to the Airline Technical Representative.

(f) Airline acknowledges that in the event that the grants-in-aid are less than the estimated amounts, it may be necessary for City to impose and use additional PFCs or issue additional General Airport Revenue Bonds to complete the Phase IV Gate Expansion.

10.08.6 Change Orders. Any change order or other amendment to any contract entered into by City for the remaining elements of the Phase IV Gate Expansion, which would increase the amount of the contract by the greater of \$250,000 or more than 10% of the original contract, or which would extend the time to complete a contract by more than 25%, shall not be agreed to or approved by City until the proposed change order or other amendment and any supporting documentation has been furnished to Airline Technical Representative so that Airline Technical Representative shall have 10 (ten) business days, whenever practicable without impairing City's rights, to submit recommendations as to how such change order shall be handled, which recommendations shall be considered in good faith by City.

10.08.7 Notice of Claims. City shall promptly inform Airline Technical Representative of any and all claims on the Phase IV Gate Expansion by contractors or consultants for additional time to complete the contract or additional compensation which would increase the amount of the contract by the greater of \$250,000 or more than 10% of the amount of a contract. Copies of all such written claims, and any supporting documentation, shall be provided to Airline Technical Representative within 10 days after receipt of such claim. Airline Representative shall have 10 business days, whenever practicable without impairing City's rights, to submit recommendations as to how such claim should be handled, which recommendations shall be considered in good faith by City. Airline may submit legal analyses and opinions for consideration by City's legal counsel in connection with any such claim.

10.08.8 Airline Relocations, Accommodations and Gate Assignments.

(a) Reallocations of Space During Construction of the Phase IV Gate Expansion. Airline acknowledges that during construction of the Phase IV Gate Expansion, in order to facilitate the continued operations of all Passenger Carriers at the Airport and to serve the traveling public, it will be necessary for City, from time to time, to reallocate space under Section 4.05.1 on an interim, transitional basis pending completion of Phase IV Gate Expansion.

(b) Accommodations. Airline acknowledges that during construction of the Phase IV Gate Expansion, in order to accommodate the needs of all Passenger Carriers for reasonable access to required Terminal facilities, it is likely that Airline will be required to accommodate other Passenger Carriers at its Exclusive Use and Preferential Use Premises in accordance with and subject to Sections 7.02 and 7.03.

(a)(c) Gate Assignments Upon Completion of the Phase IV Gate Expansion. Upon completion of the Phase IV Gate Expansion, City shall assign gates in accordance with Exhibit H-10 and issue a Space Change Summary Notice reflecting the revised gate assignments.



## **Article 11 Damage Or Destruction**

11.01 *Partial Damage and Repair.* If the Airline Premises shall be partially damaged by fire, flood, windstorm, earthquake, or other casualty but said damage shall not render the Airline Premises untenable as reasonably determined by City, there shall be no abatement or reduction in the rates and charges payable by Airline hereunder so long as Debt Service payments are required; and (1) the portion of the Airline Premises so damaged shall be promptly repaired, rebuilt, or restored by City with such changes, alterations, and modifications (including the substitution and addition of other property) as may be agreed upon by City and Airline as shall not impair the character of the Airline Premises; and (2) there shall be applied for such purpose so much as may be necessary of any net proceeds received by City under insurance policies covering such losses, after payment of any expenses of obtaining or recovering such net proceeds, as well as any moneys which City determines to make available from the sale of Bonds, Subordinated Indebtedness or Other Indebtedness. In the event that such net proceeds are insufficient to pay in full the costs of such repair, rebuilding, or restoration, City will endeavor to use available funds or arrange financing through the issuance of Bonds, Subordinated Indebtedness or Other Indebtedness or other means and complete such repair, rebuilding, or restoration.

11.02 *Substantial or Complete Damage and Repair.* If the Airline Premises shall be substantially or completely damaged or destroyed by fire, flood, windstorm, earthquake, or other casualty and said damage or destruction renders the Airline Premises untenable as reasonably determined by City, there shall be an equitable and proportional abatement or reduction in the rates and charges payable by Airline hereunder based on the portion of the Airline Premises rendered untenable as it relates to the total Airline Premises until such time as such affected Airline Premises shall be restored for Airline's use; and (1) the portion of the Airline Premises so damaged or destroyed shall be promptly repaired, rebuilt, or restored by City with such changes, alterations, and modifications (including the substitution and addition of other property) as may be agreed upon by City and Airline as shall not impair the character of the Airline Premises; and (2) there shall be applied for such purpose so much as may be necessary of any net proceeds received by City under insurance policies covering such losses, after payment of any expenses of obtaining or recovering such net proceeds, as well as any moneys which City determines to make available from the sale of Bonds, Subordinated Indebtedness or Other Indebtedness. In the event that such net proceeds are insufficient to pay in full the costs of such repair, rebuilding, or restoration, City will endeavor to arrange financing through the issuance of Bonds, Subordinated Indebtedness, Other Indebtedness or other means and complete such repair, rebuilding, or restoration. In addition, City will endeavor to locate suitable, comparable space for Airline to continue to operate while its Airline Premises are being restored. Airline will pay the applicable rates and charges due under this Agreement for any such space.

11.03 *Damage Caused by Airline.* Notwithstanding the provisions of this Article 11, in the event that due to the negligence or willful act or omission of Airline, its employees, its agents, or licensees, Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Airline Premises. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to City by reason of such damage or destruction, Airline shall pay the amount of such additional costs to City.

## **Article 12 Indemnification, Waiver Of Claims and Insurance**

12.01 *Indemnification.*

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12.01.1 Airline agrees to protect, defend, reimburse, indemnify and hold City, its agents, employees, board members and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including actually incurred reasonable attorney's fees) and causes of action of every kind and character, whether or not meritorious, against or from City by reason of any damage to property or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever or any governmental agency, arising out of or incident to or in connection with Airline's performance under this Agreement, Airline's use or occupancy of the Airline Premises, Airline's negligent acts, omissions or operations hereunder or the performance, non-performance or purported performance of Airline or any breach of the terms of this Agreement by Airline; provided, however, that Airline shall not be so obligated to protect, defend, reimburse, indemnify and hold City free and harmless when the applicable claim, liability, expense, loss, cost, fine, damage or cause of action is caused by the negligence or willful misconduct of the agents, employees, contractors, officers or boards of City (but only to the extent of the portion of the claim, liability, expense, loss, cost, fine, damage or cause of action caused by such negligence or willful misconduct). Upon the filing by anyone of a claim with City for damages arising out of incidents for which Airline herein agrees to indemnify and hold City harmless, City shall promptly notify Airline of such claim and, in the event that Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such claim both on behalf of Airline and on behalf of City. It is specifically agreed, however, that City, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment against City from which no appeals remain for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount upon the expiration of the time for appeal therefrom. Airline recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges that the terms and conditions of this Agreement constitute good and valuable consideration provided by City in support of this indemnification in accordance with laws of the State of Utah.

12.01.2 If City and Airline are jointly, concurrently or successively liable for an actionable wrong to an injured person, each party shall have a right to contribution from the other party. The right of contribution shall be limited to the amounts paid by a party in excess of that party's share of liability, based upon principles of equity (including the principle of comparative fault). If either party receives any claim, demand, suit or judgment for which the other party is or may be jointly, concurrently or successively liable, that other party shall be given prompt notice thereof. If City and Airline become co-defendants, either may file a cross-complaint against the other for a declaration of rights respecting the relative responsibility of each for contribution. If either City or Airline becomes a defendant in an action or proceeding in which the other is a non-party, the defendant therein may either file a cross-complaint against the non-party for a declaration of rights of contribution or may bring a separate and independent action against the non-party for contribution.

12.01.3 This Section 12.01 shall survive the termination of this Agreement as to claims arising during the Term hereof. Compliance with the insurance requirements of this Article 12 shall not relieve Airline of its liability or obligation to indemnify the City as set forth in this Article 12.

12.02 *Waiver of Claims.* Airline, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims or causes of action against City, its officers, or employees which it may now or hereafter have for damages to any property on, about, or related to the Airport, and for injuries or death to persons on, about, or related to the Airport, from any cause or

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causes arising at any time, except from the negligent or willful act or omission of City, its officers, or employees. By way of example and not limitation, save and except as arises out of the negligent or willful act of City, its officers, or employees, Airline hereby waives any and all claims or causes of action which it may now or hereafter have against City, its officers, or employees (a) for loss, injury, or damage sustained by reason of any deficiency, impairment, and interruption of any water, electrical, gas, plumbing, air conditioning, or sewer service or system serving any portion of the Airport; (b) for any loss, injury, or damage arising or resulting from any act or neglect or omission of any other tenant, subtenant, permittee, concessionaire, or occupant of the Airport, or any person who uses the Airport with authorization or permission of the City (City agrees to use its best efforts to control tenants, subtenants, permittees, concessionaires, occupants, or Airport users to prevent loss, injury, or damage); and (c) for any loss or damage to the property of, or injury or damage to Airline, its officers, employees, agents, contractors, or any other person whomsoever, from any cause or causes arising at any time because of Airline's use or occupancy of the Airline Premises or of the Airport, or its operations thereon (City will use its best efforts to control the activities of other users).

12.03 *Insurance.*

12.03.1 Airline, at its sole cost and expense, and for the full Term of this Agreement or any renewal thereof, shall obtain and maintain all of the following minimum insurance:

(a) An Aircraft Liability policy, with coverage of ~~Two~~Five Hundred Million Dollars (\$~~2~~500,000,000) combined single limit for bodily injury and property damage, which shall include but not necessarily be limited to all of the following coverages: Aircraft Liability, including General Liability, Aircraft Products and Completed Operations, Liquor Liability, Premises Liability, Products & Completed Operations, Contractual Liability, Hangarkeepers Liability, Motor Vehicle Liability within the confines of the Airport, Cargo Legal Liability and Fueling and Refueling (if such operations are conducted by Airline).

(b) Fifty Million Dollars (\$50,000,000) War and Named Perils coverage for bodily injury and property damage, each occurrence and annual aggregate, or the U.S. Government equivalent.

(c) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of Utah providing coverage for any and all employees of Airline and providing coverage as follows:

- (i) Workers'' Compensation (Coverage A);
- (ii) One Million Dollars (\$1,000,000) in Employers'' Liability (Coverage B);
- (iii) Broad Form All States Endorsement;
- (iv) Voluntary Compensation Endorsement; and
- (v) Waiver of Subrogation in favor of City.

(d) A Commercial Business Auto policy with a minimum limit of not less than Five Million Dollars (\$5,000,000) combined single limit for bodily injury and property damage providing that coverages shall be applicable to any and all leased, owned, hired or non-owned vehicles



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used in pursuit of any of the activities associated with this Agreement. Any and all mobile equipment, including cranes, which is not covered under the Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy required above.

(e) Property Insurance in an amount equal to “Value of Airline Improvements and Betterments” during the course of construction and after completion. Coverage shall include Replacement Value, covering Airline improvements and betterments, for Fire & Extended Coverage, including Sprinkler Leakage, Vandalism & Malicious Mischief, and Debris Removal.

(f) Cyber Risk Insurance (which may be self insured at Airline’s option): Subject to a limit of at least Five Million Dollars (\$5,000,000) per claim to be maintained for the duration of this Agreement and three years following its termination, to respond to privacy and network security liability claims including, but not limited to:

(i) Liability arising from theft, dissemination, and/or use of City confidential information, including, but not limited to, bank, credit card account, and personally identifiable information such as name, address, social security numbers, etc., regardless of how the information is stored or transmitted.

(ii) Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or City data, including denial of service, unless caused by a mechanical or electrical failure.

(iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

(iv) Crisis-management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a data breach.

12.03.2 Any deductibles or self-insured retentions must be declared by Airline and accepted by City.

12.03.3 Except for U.S. Government equivalent War and Named Perils coverage, Workers Compensation/Employer’s Liability Insurance and Property Coverage, the insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) City and its officials, employees, agents and contractors are to be covered as an additional insured with respect to liability arising out of or with respect to (i) activities performed by, or on behalf of, Airline, (ii) the products and completed operations of Airline, (iii) premises owned, leased or used by Airline, or (iv) automobiles owned, leased, hired or borrowed by Airline. The coverage shall contain no special limitations on the scope of protection afforded to City, its officials, employees, agents and contractors.

(b) Airline's insurance coverage shall be primary insurance with respect to City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officials, employees, agents or contractors, shall be excess of Airline's insurance and shall not contribute with it.

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12.03.4 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, agents or contractors.

12.03.5 Coverage shall state that Airline's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.03.6 City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of City, the insurance provisions in this Agreement do not provide adequate protection for City and/or for members of the public, City may require Airline to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. City's requirements shall be commercially reasonable but shall be designed to assure protection from and against the kind and extent of risk which exists at the time a change in insurance is required (provided such protection is available on commercially reasonable terms), and Airline agrees to provide same within thirty (30) days of receiving notice from City.

12.03.7 Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Airline may be held responsible for the payment of damages to persons or property resulting from its activities or of any person or persons for which it is otherwise responsible.

12.03.8 Coverage under each insurance policy required by this section shall not be canceled, non-renewed or changed except after thirty (30) days' prior written notice has been given to City (notwithstanding the foregoing, the notice period for War Risks and Named Allied Perils insurance may be seven (7) days or such lesser period as may be customarily available).

12.03.9 Insurance is to be placed with insurers reasonably acceptable to City's Risk Manager.

12.03.10 Airline shall furnish City with certificates of insurance, and "Additional Insured" endorsements where appropriate, as required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to verify coverage on its behalf.

12.03.11 Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by City:

Salt Lake City Department of Airports  
Contracts Manager  
P.O. Box 145550  
Salt Lake City, UT 84114

12.03.12 City shall, during the term of this Agreement, procure and maintain liability and fire and extended coverage insurance for the Airport, Terminal, and other facilities at the Airport in such amounts and for such insured coverages as City may determine as being reasonably required and in the prudent operation of the Airport.

12.03.13 Airline shall self-insure (by establishing reserves in accordance with accepted accounting practices) or procure and keep in force fire and extended coverage insurance upon its leasehold improvements located within its Exclusive Use Premises or Preferential Use Premises, to the

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full replacement-cost, insurable value thereof and shall furnish City, upon execution of this Agreement, with evidence that such self-insurance reserves have been established or such coverage has been procured and is being maintained in full force and effect. Said evidence of insurance shall be endorsed to require (30) days written notice to City of cancellation or material change and to provide that any insurance carried by City be excess insurance only.

12.03.14 City and Airline agree to have all property insurance carried with respect to the Airport, the Airline Premises or any property therein endorsed with a clause that waives all rights of subrogation that the insurer of one party may have against the other party hereto. To that effect, City and Airline will respectively employ diligent efforts to cause their insurance companies to endorse the affected property insurance policies with a waiver of subrogation clause as required herein.

12.03.1412.03.15 All policies of insurance provided shall be issued by the insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570 or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report.

### **Article 13 City Remedies**

13.01 *Events of Default.* The events described below shall be deemed events of default by Airline hereunder. Upon the occurrence of any one of the following events of default, City may immediately issue written notice of default.

13.01.1 The conduct of any business or performance by Airline of any acts at the Airport not specifically authorized herein or by other agreements between City and Airline, and said business or acts do not cease within thirty (30) days of receipt of City's written notice to cease said business or acts.

13.01.2 The failure to cure a default in the performance of any of the terms, covenants, and conditions required herein (except insurance requirements as set forth in Section 12.03, and payment of rentals, fees, and charges, as provided for in Article 9) within thirty (30) days of receipt of written notice by City to do so; or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Airline of written demand from City to do so, Airline fails to commence the remedying of such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. Airline shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default and that such default will be cured within a reasonable period of time.

13.01.3 The failure by Airline to pay any part of the rentals, fees, and charges due hereunder and the continued failure to pay said amounts in full within thirty (30) days of City's written notice of payments past due; provided, however, if a dispute arises between City and Airline with respect to any obligation or alleged obligation of Airline to make payments to City, payments under protest by Airline of the amount due shall not waive any of Airline's rights to contest the validity or amount of such payment.

13.01.4 The failure by Airline to provide and keep in force insurance coverage in accordance with Article 12.

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13.01.5 The appointment of a trustee, custodian, or receiver of all or a substantial portion of Airline's assets.

13.01.6 The divestiture of Airline's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

13.01.7 The abandonment by Airline of the Airline Premises, or its conduct of business at the Airport; and, in this connection, suspension of operations for a period of sixty (60) days will be considered abandonment in the absence of a labor dispute or other governmental action in which Airline is directly involved.

13.01.8 The failure by Airline to remit PFCs in accordance with Section 18.03.

13.02 *Continuing Responsibilities of Airline.* Notwithstanding the occurrence of any event of default, Airline shall remain liable to City for all rentals, fees, and charges payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless City elects to cancel this Agreement, Airline shall remain liable for and promptly pay all rentals, fees, and charges accruing hereunder for the Term of this Agreement.

13.03 *Remedies.* Upon the occurrence of any event enumerated in Section 13.01 and after any applicable notice and cure periods, the following remedies shall be available to City:

13.03.1 City may exercise any remedy provided by law or in equity, including but not limited to the remedies hereinafter specified. The various rights and remedies herein contained shall not be considered as exclusive of any other right or remedy but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. In addition to any damages or payments specified herein, City shall be entitled to reimbursement from Airline for any costs of City related to any default by Airline under this Agreement.

13.03.2 City may cancel this Agreement, effective upon the date specified in the notice of cancellation. Upon such date, Airline shall be deemed to have no further rights hereunder and City shall have the right to take immediate possession of the Airline Premises.

13.03.3 City may cure or cause any violation to be cured for the account and at the expense of Airline, and all sums so expended by City related to such cure, together with ten percent (10%) thereof for cost of administration, shall be paid by Airline on demand.

13.03.4 City may reenter the Airline Premises and may remove all Airline persons and property. Upon any removal of Airline property by City hereunder, Airline property may be stored at a public warehouse or elsewhere at Airline's sole cost and expense.

13.03.5 City may relet Airline Premises and any improvements thereon or any part thereof, at such rentals, fees, and charges and upon such other terms and conditions as City, in its sole discretion, may deem advisable, with the right to make alterations, repairs of improvements on said Airline Premises.

13.03.6 In the event that City relets Airline Premises, rentals, fees, and charges received by City from such reletting shall be applied: (i) to the payment of any indebtedness, other than rentals, fees, and charges due hereunder, from Airline to City; (ii) to the payment of any cost of such reletting; and (iii) to the payment of rentals, fees, and charges due and unpaid hereunder. The

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residue, if any, shall be held by City and applied in payment of future rentals, fees, and charges as the same may become due and payable hereunder. If that portion of such rentals, fees, and charges received from such reletting and applied to the payment of rentals, fees, and charges hereunder is less than the rentals, fees, and charges as would have been payable during applicable periods by Airline hereunder, then Airline shall pay such deficiency to City whenever rentals, fees or charges are due to City hereunder. Airline shall also pay to City, as soon as ascertained, any reasonable costs and expenses incurred by City in such reletting not covered by the rentals, fees, and charges received from such reletting.

13.03.7 No reentry or reletting of Airline Premises by City shall be construed as an election on City's part to cancel this Agreement unless a written notice of cancellation is given to Airline.

13.04 *Remedies under Federal Bankruptcy Laws.* Notwithstanding the foregoing, upon the filing by or against Airline of any proceeding under Federal bankruptcy laws, this Agreement shall automatically terminate (unless such termination is affirmatively waived at the time of the filing or subsequently by City) in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be subsequently amended, supplemented, or replaced. Notwithstanding the foregoing, City shall be entitled to waive the automatic termination provision mentioned above in writing. In the event that City waives the automatic termination requirement, City shall not be obligated to perform under the terms of this Agreement so long as any proceeding under Federal bankruptcy laws remains outstanding. As provided in Section 18.02, any waiver by City of the automatic termination provision in this Section 13.04 shall not be construed to be a waiver of any subsequent automatic termination hereof. City's rights under this Section 13.04 shall be in addition to all other rights and remedies provided to City under this Agreement.

## **Article 14 Environmental**

### **14.01 *Hazardous Materials.***

14.01.1 *Standards of Operation – Disposal, Use and Storage of Hazardous Materials.* The voluntary or involuntary release or discharge of Hazardous Materials on the Airport is strictly prohibited (except to the extent, if any, that disposal of Hazardous Materials through the City's sewerage system complies with all applicable Environmental Laws). Storage and use of Hazardous Materials on the Airport is prohibited, except:

(a) Airline may store and use Hazardous Materials on the Airline Premises in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials that are normally used in conducting the activities permitted under this Agreement. Airline shall provide Executive Director with a copy of any application for a permit, if required, for use or storage of Hazardous Materials on the Airline Premises from any regulatory agency responsible for enforcement of Environmental Laws and shall also provide a copy of any permit received from such agency; and

(b) This Agreement does not authorize the Airline to store and use Hazardous Materials on the Airport other than the Airline Premises.

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14.01.2 *Liability.* Airline shall be solely and fully responsible and liable for:

(a) Storage, use or disposal of Hazardous Materials on the Airline Premises or the Airport by Airline, Airline's officers, agents, employees, contractors, permittees or invitees; or

(b) Any Hazardous Material release or discharge which is caused by or results from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees on the Airline Premises or the Airport.

14.01.3 *Prevention of Release or Discharge.* Airline shall take reasonable precautions to prevent its activities from causing any Hazardous Material release or discharge to occur on the Airline Premises or the Airport and shall take all reasonable precautions to prevent any release or discharge into soil or groundwater or any unlawful release into City's sanitary or storm drains and sewers at the Airport.

14.01.4 *Obligation to Investigate and Remediate.* Airline, at Airline's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws, any release or discharge or threat of release or discharge of Hazardous Materials on the Airline Premises unless Airline demonstrates that it was caused by a condition that existed prior to Airline entering the Airline Premises or caused by the City's negligence or non-compliance with Environmental Laws (including negligence or non-compliance of its officers, agents, employees or contractors) or on the Airport (outside of Airline Premises) caused or resulting from activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees, including but not limited to any release or discharge or threat of release or discharge into soil or groundwater which was caused or results in whole or in part from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees but excluding the disposal of Hazardous Materials through the City's sewerage system so long as such disposal complies with all applicable Environmental Laws.

In addition to all other rights and remedies of City hereunder, if Airline does not promptly commence investigation of any such release or discharge or threat of release or discharge or does not diligently pursue appropriate remedial activities as required by applicable Environmental Laws for which Airline is responsible under this Agreement, City, in its discretion, may pay to have same investigated and remediated as required by applicable Environmental Laws, and Airline shall reimburse City for its share of the reasonable and documented costs within thirty (30) days of City's demand for payment. Notwithstanding the foregoing, City shall be entitled to reimbursement only if it first gives written notice to Airline of its intention to commence investigation and/or remediation prior to such commencement and Airline either does not commence diligent pursuit or remedial activities within thirty (30) business days of the notification or does not maintain such diligent pursuit; except prior notice by City is not required if City determines that investigation or remediation is urgent.

14.01.5 *Indemnification.* Airline shall defend (with counsel acceptable to City in City's reasonable discretion), indemnify and hold City harmless from and against all loss, damage, liability (including all consequential damages) and expense (including, without limitation, the reasonable and necessary costs of any cleanup and remediation of Hazardous Materials as required by applicable Environmental Laws or which may be necessary to redevelop the contaminated Airport property) which City may sustain as a result of the following associated with operations under this Agreement and not to the extent that the Airlines can demonstrate that the loss, damage, liability and expense is caused by a condition existing prior to Airline entering the property or to the extent caused



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by the City's negligence or non-compliance with Environmental Laws (including negligence or non-compliance of its officers, agents, employees or contractors):

(a) Storage, use or disposal of Hazardous Materials on the Airline Premises or the Airport by Airline, Airline's officers, agents, employees, contractors, permittees or invitees; or

(b) Any Hazardous Material release or discharge on the Airline Premises or the Airport other than the Exclusive Use Premises, including but not limited to any release or discharge into soil or groundwater or City's sanitary or storm drains and sewers at the Airport or elsewhere, which is caused by or results from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees.

By way of clarification, this indemnity covers any losses relating to Hazardous Materials or Environmental Laws as opposed to the indemnity in Section 12.01.

14.01.6 *Release of Hazardous Materials Claims Against City.* Airline releases, acquits and forever discharges City from any and all claims, actions, causes of action, demands, rights, damages, costs, including but not limited to loss of use, lost profits, or expenses, which Airline may now have, or which may hereafter accrue on account of or in any way growing out of all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage, and the consequences thereof resulting or arising out of the presence or cleanup of any Hazardous Material on the Airline Premises or the Airport, but only to the extent the presence of such Hazardous Materials was not caused by or did not result from the negligence, willful misconduct, acts or omissions of City, City's officers, agents, employees contractors, permittees or invitees. This release shall not apply to any claims for contribution that Airline may have against City in the event that Airline incurs any cost in undertaking any cleanup of Hazardous Material from the Airline Premises or the Airport ordered by a governmental agency, to the extent that the cleanup order and costs result from a release or discharge of Hazardous Material for which Airline is not responsible and liable under this Agreement.

14.01.7 *Cessation of Activities.* Airline shall cease its activities on the Airline Premises and the Airport, to the extent requested by City and upon thirty (30) days' notice from City, if City determines, in its sole discretion, that such cessation is necessary to investigate, cure or remediate any release or discharge of Hazardous Materials or any threat of a release or discharge thereof; provided, however, that no notice from City for the cessation of activities shall be required in the event of an emergency. City shall use reasonable efforts to attempt to temporarily accommodate Airline at suitable substitute space in the Airport during the required cessation of Airline activities. Airline shall not recommence its activities on the Airline Premises or the Airport, as appropriate, until notified by City that such release or discharge or threat of release or discharge of Hazardous Material has been investigated, cured and remediated in a manner satisfactory to City.

14.01.8 *Abatement of Fees and Charges on Airport.* Airline shall not be charged fees or charges for use of the Airline Premises or the Airport to the extent that Airline is required to cease activities on that portion of the Airline Premises or the Airport due to City's efforts to investigate, cure or remediate contamination, unless the release or discharge is one for which Airline is responsible under this Agreement.

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14.01.9 *Records and Inspections*

(a) If Airline makes any written disclosure, or provides any report, to any governmental agency concerning a release of Hazardous Materials at the Airport, Airline shall concurrently also provide a copy of such disclosure or report to City.

(b) Airline shall promptly deliver a copy to City of all notices that Airline receives from any governmental agency or third party concerning a claim or a notice of violation regarding Hazardous Materials at the Airport.

(c) Airline shall maintain, during the term of this Agreement and for a period of not less than three (3) years after the expiration or termination of this Agreement, or for any longer period of time required by any applicable law, regulation, policy, order or decree, separate and accurate records, as required by applicable Environmental Laws, pertaining to the use, handling and disposal of any Hazardous Material(s) by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport.

(d) Upon request by City, Airline shall furnish City with copies of such records, and such other documentation or reports as the Executive Director, from time to time, and at any time during the term of this Agreement, may reasonably require pertaining to the use, handling, disposal, release or discharge of any Hazardous Materials by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport. Notwithstanding the foregoing, Airline shall not be required to furnish City with copies of records that would be protected from disclosure under the Utah Evidence Code (except to the extent that portions of documents, including but not limited to testing and sampling data, are not so protected).

(e) After the expiration of three (3) years following the termination of this Agreement, Airline may destroy the records pertaining to the use, handling, disposal, release or discharge of any Hazardous Materials by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport unless Airline is otherwise reasonably directed by City or otherwise required by applicable laws.

(f) City shall have the right, under the terms hereof (and at City's sole expense, except when any release or discharge of Hazardous Materials or threat of release or discharge of Hazardous Materials is caused by Airline or Airline's officers, agents, employees, contractors, permittees or invitees), to enter the Airline Premises during the Term hereof to conduct periodic environmental inspections. Prior to conducting environmental testing, City shall provide seven (7) day's written notice to Airline concerning the planned testing procedures and locations. However, in the event of an emergency, no written notice shall be required prior to access to the Airline Premises for any necessary environmental response activities, including environmental testing needed in response to the emergency. City shall endeavor to conduct each inspection or test in the presence of Airline's representative and in a manner that does not unreasonably interfere with Airline's operations.

14.01.10 *No Third Party Beneficiaries.* Nothing contained in this Article 14 shall be construed as conferring any benefit on any person not a party to this Agreement, nor as creating any right in any person not a party to this Agreement to enforcement of any obligation created under this Agreement.



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14.01.11 *Airline Obligations Upon Termination.* Prior to vacating the Airline Premises, and in addition to all other requirements under this Agreement and without limiting Airline's indemnification obligations under Section 14.01.5, Airline shall:

(a) Remove any Hazardous Materials placed or stored on the Airline Premises during the Term by Airline or as a result of Airline's use or occupancy of the Airline Premises during the Term and shall demonstrate to City's reasonable satisfaction that such removal is in compliance with all applicable Environmental Laws, including without limitation conducting any environmental audits as may be required by City to demonstrate such removal has been completed according to the terms of this Agreement.

(b) With respect to any release of Hazardous Materials on the Premises not removed pursuant to prior paragraph (a) and not subject to the exceptions therein, Airline shall promptly investigate and remediate any such release in accordance with the requirements of all applicable Environmental Laws and permits ("Airline's Remediation"). If Airline's remediation will leave Hazardous Materials in the soil or groundwater at the Airport prior to completion of the remediation, the Airline shall obtain the City's written determination that such Hazardous Materials will not interfere with any reuse of the Airline Premises reasonably contemplated or anticipated by the City. If the City does not make such a determination, Airline will perform the remedial activities necessary to avoid interference with future reuse of the Airline Premises ("Remediation for Reuse"). In the event Airline fails to perform Airlines' Remediation or Remediation for Reuse, the City may conduct such reasonable investigation and/or remediation after providing Airline with a written notice thirty (30) days in advance and Airline does not diligently commence and pursue such actions. If the City incurs such costs, City may invoice reasonable and documented costs to Airline.

14.01.12 *Survival of Obligations.* Airline's obligations under this Section 14.01 shall survive the expiration or earlier revocation or suspension of this Agreement.

14.02 *Stormwater.*

14.02.1 Notwithstanding any other provisions or terms of this Agreement, Airline acknowledges that certain properties within the Airport, or on City-owned land, are subject to federal and state stormwater rules and regulations. Airline agrees to observe and abide by such stormwater rules and regulations as may be applicable to City's property and Airline's uses thereof.

14.02.2 Airline acknowledges that any stormwater discharge permit issued to City may name Airline as a co-permittee, but only if (a) Airline has been provided a meaningful opportunity to engage in the development of the permit terms, including an opportunity to be involved in discussions between the City and the permitting agency including those that may occur prior to the draft permit being issued, and (b) City cooperates with Airline in developing cost effective measures and/or permit conditions that take into account operational impacts. City and Airline both acknowledge that cooperation is necessary to insure compliance with any stormwater discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Airline acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled or otherwise used by Airline, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable stormwater rules and regulations.

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14.03 *Stormwater Discharge Permit Requirements.* City will provide Airline with written notice of any stormwater discharge permit requirements applicable to Airline and with which Airline may be obligated to comply from time-to-time, including but not limited to: certification of non-stormwater discharges; collection of stormwater samples specific to that Airline's operations; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Airline agrees that within thirty (30) days of receipt of such written notice it shall notify City in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If Airline does not provide such timely notice, Airline will be deemed to assent to undertake such stormwater permit requirements applicable to Airline's operations. In that event, Airline agrees to undertake, at its sole expense, unless otherwise agreed to in writing between City and Airline, those stormwater permit requirements that specifically apply to Airline's operations and can reasonably be complied with by a single tenant (as opposed to requiring broader cooperation and expense among several parties) for which it has received written notice from City, and Airline agrees that it will hold harmless and indemnify City for any violations or non-compliance with any such permit requirements.

**Article 15 Surrender Of Airline Premises**

15.01 *Surrender and Delivery.* Upon termination or cancellation of this Agreement, Airline shall promptly and peaceably surrender to City its Airline Premises and all alterations, additions or improvements thereon to which City elects to retain as provided in Section 15.03 below in good and fit condition, reasonable wear and tear, conditions that existed at the time Airline first occupied the Airline Premises as well as damage or repair which is the responsibility of City excepted. In the event the Airline Premises are not so yielded or delivered to City, City shall remedy said Airline Premises and the cost thereof will be invoiced to Airline as other fees and charges under Section 9.03. The Executive Director shall determine the condition of the Airline Premises at the termination of this Agreement by expiration or otherwise. However, this provision does not cover Hazardous Materials upon surrender, which is provided for in Section 14.01.11 (b).

15.02 *Removal of Property.* Provided Airline is not in default for payment of rentals, fees and charges hereunder, Airline shall have the right at any time during the Term of this Agreement to remove from the Airport its aircraft, tools, equipment, removable trade fixtures and other personal property, title to which shall remain in Airline, unless otherwise set forth in Sections 5.01.12 and 10.05.3 of this Agreement. Airline shall remove such aircraft, tools, equipment, removable trade fixtures and other personal property within fifteen (15) business days following termination of this Agreement, whether by expiration of time or otherwise, as provided herein, subject to any valid lien which City may have thereon for unpaid rentals, fees and charges. Airline shall not abandon any portion of its property at the Airport without the written consent of City. Any and all property not removed by Airline within fifteen (15) business days following the date of termination of this Agreement shall, at the option of City, (i) become the property of City at no cost to City; (ii) be stored by City at no cost to City or (iii) be sold at public or private sale at no cost to City. Except as may be agreed to otherwise by City and Airline, all City property damaged by or as a result of the removal of Airline's property shall be restored by Airline to the condition existing before such damage at Airline's expense.

15.03 *Removal of Alterations, Additions or Improvements.*

15.03.1 Upon termination or expiration of this Agreement or prior to the time Airline vacates the Airline Premises, City shall have the right, in the Executive Director's sole discretion, to

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require Airline to remove any or all alterations, additions or improvements installed at the Airline Premises pursuant to Section 10.05, including without limitation any cabling installed by Airline or at Airline's direction. Airline shall remove any such alterations, additions or improvements from the Airport unless Airline obtains Executive Director's written consent to leave Airline's alterations, additions or improvements at the Airport. Airline shall ascertain from the Executive Director, at least eight (8) months prior to the Termination Date (or as soon as possible if this Agreement is terminated earlier than the Termination Date), whether City will require Airline to remove any alterations, additions or improvements or, if Airline desires to leave the alterations, additions or improvements, whether the City will accept such alterations, additions or improvements. If the Executive Director determines that all or any portion of the alterations, additions or improvements shall be removed, Airline shall, by no later than six (6) months prior to the Termination Date, provide a demolition plan to the Executive Director, which shall include a timeline for completion.

15.03.2 In the event Airline fails to remove, or expresses an intention not to remove, any alterations, additions or improvements installed at the Airline Premises pursuant to Section 10.05 required by the Executive Director to be removed pursuant to this Section 15.03, City may enter upon the Airline Premises and remove such alterations, additions or improvements at the sole cost and expense of Airline. Airline agrees to promptly reimburse City for all costs and expenses of removal, plus ten percent (10%) thereof for administrative overhead, or such percentage as approved and established from time to time by the City Council. The obligation to reimburse City for such expenditures shall survive the termination of this Agreement. Any receipt showing payment by City of expenditures associated with the removal of Airline's alterations, additions or improvements shall be *prima facie* evidence that the amount of such payment was necessary and reasonable and made by City on Airline's behalf.

15.03.3 This Section 15.03 does not apply in cases where Airline vacates Airline Premises as a result of a City-initiated space reallocation pursuant to Section 4.05.1. In such cases, Airline may, but shall not be required to, remove any alterations, additions or improvements installed at the Airline Premises pursuant to Section 10.05.

15.04 *Holding Over.* In the event Airline uses its Airline Premises without the written consent of City after this Agreement has been canceled or expires, Airline shall be deemed a month-to-month tenant at will, and Airline shall pay the charges required hereunder. Notwithstanding anything set forth herein to the contrary, Airline shall not be entitled to the revenue sharing detailed in Section 8.07 of this Agreement during any holdover period, and if Airline holds over for more than ninety (90) days after this Agreement has been canceled or expires, Airline shall be deemed to be a Non-Signatory Airline and shall thereafter be subject to common use charges for its use of any Gates and Ticket Counters that were leased to Airline as Preferential Use Premises under this Agreement.

## **Article 16 Assignment, Subletting, And Handling Agreements**

### **16.01 *Assignment and Subletting by Airline.***

16.01.1 Airline shall not assign or transfer this Agreement or any interest therein nor sublet the whole or any portion of the Airline Premises without first obtaining City's written consent, nor shall this Agreement or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the consent of City first had and obtained, which consent shall not be unreasonably withheld. Airline shall not charge rent under any sublease that exceeds one hundred fifteen percent (115%) of the rent paid by Airline to City under this

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Agreement. Airline agrees that if at any time during the Term more than one-half (1/2) of the outstanding shares of any class of stock of Airline's corporation shall belong to any stockholders other than those who own more than one-half (1/2) of the outstanding shares of that class of stock at the time of the execution of this Agreement or to members of their immediate families, such change in ownership of the stock of Airline shall be deemed an assignment of this Agreement within the meaning of this Article (unless Airline is a corporation whose stock is listed on the New York Stock Exchange or other major stock exchange, in which case such an event will not be considered an assignment of this Agreement). Airline's entering into any operating agreement, license or other agreement where a third party, other than an Affiliate of Airline, is given rights or privileges to utilize portions of the Airline Premises shall be considered an attempted assignment or subletting within the meaning of this section.

16.01.2 Notwithstanding anything set forth herein to the contrary, Airline shall have the right, without first obtaining City's written consent, to assign or transfer this Agreement to (a) an entity controlling, controlled by or under common control with Airline or (b) a successor by merger, consolidation or acquisition to all or substantially all of the assets of Airline.

16.01.3 In the event that Airline shall, directly or indirectly, assign, sell, hypothecate, or otherwise transfer this Agreement, or any portion of Airline Premises, in contravention hereof without the prior written consent of City, City in its sole discretion may terminate this Agreement upon thirty (30) days written notice.

16.01.4 Airline shall include with any request for consent to assign or sublease a copy of the proposed assignment or sublease agreement. The assignment or sublease agreement submitted with Airline's request shall include the following information: (a) the term; (b) the area or space to be assigned or subleased; (c) the sublease rental to be charged; and (d) the provision that assignee or sublessee must execute a separate agreement with City for operating at the Airport. Any other information reasonably requested by City pertaining to said sublease or assignment shall be promptly provided by Airline. A fully executed copy of such sublease or assignment shall be submitted to City for final approval within sixty (60) days of the occupancy of Airline Premises, or any portion thereof, by the assignee or sublessee. Such sublease or assignment shall be substantially similar to the sublease or assignment that was submitted by Airline to City prior to such sublease or assignment for approval.

16.01.5 Airline shall include Sections 17.03 and 18.28 of this Agreement in all subleases and cause sublessees to similarly include clauses in further subleases.

16.01.6 Nothing in this Article 16 shall be construed to release Airline from its obligations under this Agreement, including but not limited to, the payment of rentals, fees, and charges provided herein.

16.02 *Handling Agreements.* In the event Airline agrees to ground handle any portion of the operations of another Passenger Carrier, Airline shall provide City advance written notice of such proposed activities, including a description of the type and extent of services to be provided and a ground handling agreement between Airline and the Passenger Carrier. Notwithstanding the foregoing, Airline shall not ground handle any Passenger Carrier which does not have consent of City for the operation of its Air Transportation Business at the Airport.

## **Article 17 Government Inclusion**

17.01 *Government Agreements.* This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government or other governmental authority relative to the operation or maintenance of the Airport or the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority. City agrees to provide Airline with written advance notice of any provisions that would adversely modify the material terms of this Agreement.

17.02 *Federal Government's Emergency Clause.* All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

### 17.03 *Nondiscrimination.*

17.03.1 Airline for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree as a covenant running with the land that (a) no person on the grounds of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airline Premises, and (b) in the construction of any improvements on, over, or under Airline Premises and the furnishing of services thereon, no person on the grounds of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity disability, ethnicity or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

17.03.2 In the event of a breach of any of the above nondiscrimination covenants that is not cured, City shall have the right to cancel this Agreement.

### 17.04 *Security.*

17.04.1 Airline acknowledges that security is of primary importance at the Airport and that security requirements are likely to change during the Term. Airline, its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, shall comply with security measures (a) required of Airline by the FAA or the TSA or by the City in accordance with applicable requirements of the FAA or the TSA or their authorized successor(s) or (b) contained in any Airport master security plan approved by the FAA or the TSA or their authorized successor(s).

17.04.2 Airline understands and agrees that security requirements may affect Airline's Air Transportation Business operations and costs. Airline further agrees that, in addition to the provisions of Section 13.01, it shall be strictly liable for the payment of any civil penalties assessed against City or Airline relating to security and resulting from the negligence or intentional acts of omission or commission of Airline's officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, and Airline shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees,



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representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control.

17.05 General Civil Rights Provisions. Airline agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. If Airline transfers its obligation to another, the transferee is obligated in the same manner as Airline. This provision obligates Airline for the period during which the property is owned, used or possessed by Airline and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

17.06 Compliance with Nondiscrimination Requirements. During the performance of this Agreement and to the extent applicable, Airline, for itself, its assignees, and successors in interest agrees as follows.

17.06.1 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.

17.06.2 Nondiscrimination. Airline, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, 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 agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

17.06.3 Solicitations for Subcontracts, 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 subcontractor 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.

17.06.4 Information and Reports. Airline will provide all reasonably requested information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FAA 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 the City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

17.06.5 Sanctions for Noncompliance. In the event of Airline's noncompliance with the nondiscrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

17.06.6 Incorporation of Provisions. Airline will include the provisions of paragraphs 17.06.1 through 17.06.6 in every subcontract, including procurements of materials and leases of

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equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Airline will take action with respect to any subcontract or procurement as the sponsor 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 subcontractor, or supplier because of such direction, Airline may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Airline may request the United States to enter into the litigation to protect the interests of the United States.

17.07 Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, Airline, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

17.07.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

17.07.2 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);

17.07.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

17.07.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

17.07.5 The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

17.07.6 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);

17.07.7 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);

17.07.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

17.07.9 The FAA’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

17.07.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority

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populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

17.07.11 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, Airline must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

17.07.12 Title IX of the Education Amendments of 1972, as amended, which prohibits Airline from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

17.08 *Right to Develop the Airport.* Notwithstanding anything set forth herein to the contrary, to the extent required: (a) under the Master Trust Indenture; (b) under any Subordinated Financing Agreement; or (c) by the FAA, the DOT, the TSA or a similar governmental authority, other than City, having jurisdiction over the Airport, City reserves the right to further develop or improve the landing area of the Airport as required, regardless of the desires or views of Airline and without interference or hindrance.

17.09 *Subordination to Agreements with the United States.* This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation or maintenance of the Airport.

17.10 *Part 77.* Airline agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Airport premises or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

17.11 *Aircraft Interference and Hazards.* Airline, by accepting this Agreement, agrees for itself and its successors and assigns that it will not make use of the Airport premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Airport premises and cause the abatement of such interference at the expense of Airline.

17.12 *Navigable Airspace.* Airline, by accepting this Agreement, expressly agrees for itself and its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Airport premises, above the main sea level elevation that would exceed FAR Part 77 standards or elevations affecting the Airport navigable airspace. In the event the aforesaid covenants are breached, City reserves the right to enter upon the permitted premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Airline.

17.13 *FAA Modifications for Grants of Funds.* In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Agreement, City shall give notice of any such requirement to Airline and Airline agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable City to obtain said FAA funds.



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**17.14 PFC Act and Assurances.**

**17.14.1 Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall impair the authority of City to impose a Passenger Facility Charge or to use the Passenger Facility Charge revenue as provided in the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117 (the “PFC Act”).**

**17.14.2 Airline acknowledges that City has given to the United States of America, acting by and through the FAA, certain assurances set forth in the PFC Act and implementing regulations at 14 C.F.R. Part 158 (“PFC Assurances”), and Airline agrees that this Agreement shall be subordinate and subject to the PFC Assurances.**

**17.14.3 In the event that the FAA or its successors require any modifications or changes in this Agreement as a condition precedent to the collection of PFCs or otherwise complying with the PFC Act, Airline shall not withhold its consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may reasonably be required to collect PFCs or comply with the PFC Act. City agrees to provide Airline with advance written notice of any provisions that would adversely modify material terms of this Agreement.**

**Article 18 General Provisions**

**18.01 Subordination to Master Trust Indenture and Subordinated Financing Agreements.**

18.01.1 This Agreement and all rights granted to Airline hereunder are expressly subordinated and subject to the lien, covenants (including the rate covenants), and provisions of the pledges, transfer, hypothecation, or assignment made by City in the Master Trust Indenture, any Subordinated Financing Agreements or Other Indebtedness agreements.

18.01.2 City shall notify Airline in advance of, and offer to comment upon, any amendments or supplements to the Master Trust Indenture, any Subordinated Financing Agreements or Other Indebtedness agreements that would materially alter the terms and provisions of this Agreement or materially impact the levels of rentals, fees, and charges paid by Airline. City shall give consideration to any such comments timely submitted by Airline.

18.01.3 With respect to property leased by City to Airline hereunder which was or is to be **financed or** acquired by City with proceeds of Bonds, Subordinated Indebtedness or Other Indebtedness, the interest on which is, or is intended to be, excludable from the gross income of the holders of such Bonds, Subordinated Indebtedness or Other Indebtedness for federal income tax purposes, the parties hereby covenant not to take or fail to take any action that would impair the tax-exempt status of such Bonds, Subordinated Indebtedness or Other Indebtedness. In particular, Airline makes an irrevocable election not to claim depreciation or an investment credit with respect to any property leased to Airline hereunder **that was financed or acquired with the proceeds of tax-exempt Bonds, Subordinated Indebtedness or Other Indebtedness.**

18.01.4 Airline agrees to execute all instruments, certificates, or other documents that are consistent with this Agreement, contain factually correct information and are reasonably requested by City to assist City and bond counsel in determining and assuring that Bonds, Subordinated Indebtedness or Other Indebtedness are issued in compliance with applicable rules and regulations of

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the Internal Revenue Service and the Securities and Exchange Commission, and Airline shall provide whatever additional relevant information is reasonably requested by City initially or on an ongoing basis in connection with complying with any of those rules and regulations.

18.02 *Nonwaiver.* No waiver of default by either party of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions to be performed, kept, and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein.

18.03 *Passenger Facility Charge.* City reserves the right to assess and collect PFCs subject to the terms and conditions set forth in the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117 (the "PFC Act"), and implementing regulations as each of these may be supplemented or amended from time to time. Airline shall collect and pay all PFCs for which it is responsible under the provisions of 14 C.F.R. Part 158. Failure by Airline to remit PFCs within the time frame required by 14 C.F.R. Part 158 shall be grounds for immediate cancellation of this Agreement pursuant to Section 13.03.

18.04 *Quiet Enjoyment.*

18.04.1 City agrees that, so long as Airline's payment of rentals, fees, and charges is timely and Airline keeps all covenants and agreements contained herein, Airline shall peaceably have and enjoy its Airline Premises and all rights, privileges, and licenses of the Airport, its appurtenances and facilities granted herein, subject to the terms and conditions herein contained.

18.04.2 Consistent with the nature of Airline's business, Airline agrees that occupancy of its Airline Premises will be lawful and quiet and that it will not knowingly use or permit the use of Airline Premises in any way that would violate the terms of this Agreement, create a nuisance, or disturb other tenants or the general public. Airline shall be responsible for the activity of its officers, employees, agents, and others under its control with respect to this provision.

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

18.06 *Avigation Rights.* City reserves unto itself and its successors and assigns for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including the Airline Premises, for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air.

18.07 *Rules and Regulations.*

18.07.1 Airline and its officers, employees, agents, and others under its control shall observe and obey all laws, regulations, and orders of the federal, state, county and municipal governments and City (acting in its governmental capacity) which may be applicable to Airline's operations at the Airport.

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18.07.2 City, acting in its governmental capacity, may from time to time adopt, amend, or revise the Rules and Regulations for reasons of safety, health, preservation of property, or for the maintenance of the good and orderly appearance or operation of the Airport (in adopting, amending or revising the Rules and Regulations, City shall consult with the Signatory Airlines and shall give the Signatory Airlines thirty (30) days' notice of any proposed change, except with respect to emergency changes to the Rules and Regulations). Airline and its officers, employees, agents, and others under its control shall faithfully comply with and observe such reasonable and non-discriminatory Rules and Regulations, except as they may conflict with the terms and provisions of this Agreement, or the regulations of another governmental entity having appropriate jurisdiction.

18.07.3 Airline shall be strictly liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire Term of this Agreement by any federal, state, or local governmental entity or any court of law having jurisdiction over Airline or Airline's operations and activities.

18.08 *Inspection.* Airline shall allow City's authorized representatives access to the Airline Premises for the purpose of examining and inspecting said premises; for purposes necessary, incidental to, or connected with the performance of City's obligations under this Agreement; or, in the exercise of City's governmental functions. Except in the case of an emergency, City shall conduct such inspections during reasonable business hours, after reasonable prior notice to Airline and in the presence of Airline's representative.

18.09 *Airline Operations Information and Planning.*

18.09.1 For planning purposes, Airline shall upon request cooperate to the greatest extent possible to furnish to City any and all pertinent information regarding Airline's current and future operations (including forecasts) at Airport. City shall be entitled, from time to time, to release consolidated statistics for all Passenger Carriers providing Scheduled Operations at the Airport.

18.09.2 Airline shall discuss with City at the earliest date possible its consideration of changes to its operations or the type and series of aircraft used at the Airport (other than equipment substitution necessitated by occurrences beyond the control of Airline). City shall be entitled, from time to time, to release consolidated statistics for all Passenger Carriers providing Scheduled Operations at the Airport.

18.10 *EGSE.* ~~Airline shall convert its GSE to EGSE within eighteen (18) months of the DBO of new Terminal facilities to be constructed as part of the Project described in Section 10.06 that are assigned to Airline; provided, however, after DBO of such new Terminal facilities, if Airline occupies facilities in both the new Terminal facilities and in old Terminal facilities that cannot accommodate EGSE, such obligation will be limited to that portion of Airline's GSE required to operate at the new Terminal facilities. City shall use reasonable efforts to complete any improvements to old Terminal facilities that are required to enable Airline to use EGSE at such facilities, and within eighteen (18) months after completion of such improvements, Airline shall convert that portion of Airline's GSE to EGSE as required to operate at such improved Terminal facilities.~~ Airline shall convert its GSE to EGSE no later than June 30, 2023; however, GSE required for Airline's use in non-ventilated areas of the Terminal shall only be EGSE as was required upon DBO of the new Terminal Facilities.

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18.11 *No Individual Liability.* No member, officer, agent, director, or employee of City or Airline shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

18.12 *Hazard Communication Standard.* Airline agrees at all times hereunder to be subject to regulations imposed by 29 C.F.R. Part 1910, "Hazard Communication." Airline agrees that it shall be solely responsible for any and all violations thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, contractors, subcontractors, successors, assigns and suppliers.

18.13 *Relationship of Parties.* Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees, and charges, nor any other provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of landlord and tenant.

18.14 *Capacity to Execute.* Airline shall submit a copy of any corporate resolution or secretary certificate, if requested by City, which authorizes any director or officer to act on behalf of Airline and which authorizes Airline to enter into this Agreement.

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

18.16 *Successors and Assigns Bound.* This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

18.17 *References to and Incorporation of Exhibits.* Unless otherwise indicated, references to exhibits in this Agreement refer to exhibits attached to this Agreement, which are intended to be and are hereby specifically made a part of this Agreement.

18.18 *References to Articles and Sections.* Unless otherwise indicated, references to articles or sections in this Agreement refer to articles or sections of this Agreement.

18.19 *Titles.* Paragraph titles are inserted only as a matter of convenience and for reference. They in no way define, limit, or describe the scope or extent of any provision of this Agreement.

18.20 *Severability.* In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either City or Airline in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

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18.21 *Amendments.* Except as otherwise provided herein, no amendment, modification or alteration of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

18.22 *Other Agreements.* Other than as set forth herein, nothing contained in this Agreement shall be deemed or construed to nullify, restrict, or modify in any manner the provisions of any other lease or contract between City and Airline authorizing the use of the Airport, its facilities, and appurtenances.

18.23 *Approvals.*

18.23.1 Unless otherwise stated, whenever this Agreement calls for approval by City, such approval shall be evidenced by the written approval of the Executive Director.

18.23.2 Except as otherwise provided herein, any approval required by either party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

18.24 *Notice.* All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing with proof of delivery.

18.24.1 If intended for City,

Notices by overnight courier or hand delivery shall be delivered to:

Salt Lake City Department of Airports  
Executive Director  
776 N. Terminal Drive, TU1, Suite 250  
Salt Lake City, Utah 84122

Notice to City by first class mail shall be addressed to:

Salt Lake City Department of Airports  
Executive Director  
P.O. Box 145550  
Salt Lake City, Utah 84114-5550

or to such other address as may be designated by City by written notice to Airline.

18.24.2 Notices to Airline shall be delivered to:

Delta Air Lines, Inc.  
Properties Department  
Hartsfield-Jackson International Airport  
1030 Delta Boulevard  
Department 877  
Atlanta, Georgia 30354

or to such other address as may be designated by Airline by written notice to City.

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18.25 *Agent for Service.* It is expressly understood and agreed that if Airline is not a resident of the State of Utah, or is an association or partnership without a member or partner resident of said state, Airline shall appoint an agent for the purpose of service of process in any court action between it and City arising out of or based upon this Agreement. Airline shall immediately, within ten (10) days of execution of this Agreement, notify City, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of Utah for service upon a non-resident engaging in business in the state. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, Airline may be personally served out of the State of Utah by the registered mailing of such service at the address set forth in Section 18.24.

18.26 *Governing Law and Legal Forum.* This Agreement is to be read and construed in accordance with the laws of the State of Utah. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Salt Lake, or if federal jurisdiction is appropriate, exclusively in the United States District Court, District of Utah, Salt Lake City, Utah.

18.27 *Force Majeure.* Except as herein provided, neither City nor Airline shall be deemed to be in default if either party is prevented from performing any of the obligations, other than the payment of rentals, fees, and charges, by reason of strikes, boycotts, labor disputes, epidemics, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control.

18.28 *Americans with Disabilities Act and Air Carrier Access Act.* Airline shall be solely and fully responsible for ensuring that Airline's operations, wherever they may occur at the Airport, and any improvements made by Airline pursuant to Section 10.05, shall comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., as amended from time to time ("ADA"), and the Air Carrier Access Act, 49 U.S.C. § 41705, as amended from time to time ("ACAA"). Airline shall develop a work plan to correct or avoid any violations or non-compliance with the ADA or the ACAA. Airline shall deliver to the City, upon City's request, a copy of each such report and work plan. City's approval of or acceptance of any aspect of Airline's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity or practice complies with the ADA or the ACAA. Airline agrees to indemnify, defend, and hold the City harmless from any and all costs incurred by City with respect to Airline's failure to comply with the ADA or the ACAA for Airline's operations or any improvements made by Airline at the Airport.

City shall comply with the ADA and the ACAA as applicable to any facilities constructed by City and any improvements made by City at the Airport.

~~18.29 *Federal Grant Agreement Covenants.* Airline acknowledges that City is subject to Federal Grant Agreement obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to be bound by the following covenants provided by the FAA, as they may apply to Airline.~~

~~18.29.1 Airline for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated at the Airport for a purpose for which a DOT~~



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~~program or activity is extended, or for another purpose involving the provision of similar services or benefits, Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Sub title A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.~~

~~18.29.2 Airline for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (a) no person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation or denied the benefits of, or otherwise be subjected to discrimination, (c) that Airline shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Sub title A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.~~

~~18.29.3 That in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement, to re-enter and repossess any of said Airport premises and the facilities thereon, and to hold the same as if this Agreement had never been made or issued. This provision shall not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed including expiration of appeal rights.~~

~~18.29.4 Airline shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.~~

~~18.29.5 Non-compliance with Section 18.29.4 shall constitute a material breach of this Agreement and in the event of such non-compliance City shall have the right to terminate this Agreement and any estate hereby created without liability therefore or, at the election of City or the United States, either or both said governments shall have the right to judicially enforce this Section 18.29.~~

~~18.29.6 Airline agrees that it shall insert or incorporate the above five provisions 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 at the Airport.~~

~~18.29.7 Airline assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This paragraph obligates Airline or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interests therein or structures or improvements thereon. In these cases, this paragraph obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any~~

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~~transferee retains ownership or possession of the property. In the case of contractors, this paragraph binds the contractors from the bid solicitation period through the completion of the contract.~~

~~18.29.8 Notwithstanding anything set forth herein to the contrary, to the extent required: (a) under the Master Trust Indenture; (b) under any Subordinated Financing Agreement; or (c) by the FAA, the DOT, the TSA or a similar governmental authority, other than City, having jurisdiction over the Airport, City reserves the right to further develop or improve the landing area of the Airport as required, regardless of the desires or views of Airline and without interference or hindrance.~~

~~18.29.9 This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation or maintenance of the Airport.~~

~~18.29.10 Airline agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Airport premises or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.~~

~~18.29.11 Airline, by accepting this Agreement, agrees for itself and its successors and assigns that it will not make use of the Airport premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Airport premises and cause the abatement of such interference at the expense of Airline.~~

~~18.29.12 Airline, by accepting this Agreement, expressly agrees for itself and its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Airport premises, above the main sea level elevation that would exceed FAR Part 77 standards or elevations affecting the Airport navigable airspace. In the event the aforesaid covenants are breached, City reserves the right to enter upon the permitted premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Airline.~~

~~18.30 *FAA Modifications for Grants of Funds.* In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Agreement, City shall give notice of any such requirement to Airline and Airline agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable City to obtain said FAA funds.~~

18.29 [RESERVED]

18.30 [RESERVED]

18.31 *Prohibition of Gifts.* Airline is familiar with City's prohibition against the acceptance of any gift by a City officer or employee or former City officer or employee, which prohibition is found in Chapter 2.44 of the Salt Lake City Code, as such chapter may be amended. Airline represents that it has not (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent



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fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44 of the Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance. Airline agrees not to offer any City officer or employee or former City officer or employee any gift prohibited by Chapter 2.44 of the Salt Lake City Code and agrees to abide by all laws applicable to it with respect to the making or offering of gifts or things of value to City officers or employees or former City officers or employees.

18.32 *Taxes.*

18.32.1 Airline shall pay, but such payment shall not be considered part of Airport Revenue, all taxes, assessments and charges of a like nature, if any (including any possessory interest tax), which at any time during the term of this Agreement may be levied against Airline or become a lien by virtue of any levy, assessment or charge against Airline by the United States Government, the State of Utah, Salt Lake County or any governmental successor in authority to the foregoing, or any other tax- or assessment-levying bodies, in whole or in part, upon or in respect to (a) the Airline Premises or such facilities of the Airport as are made available for use by Airline hereunder or (b) any personal property belonging to Airline situated on or in the Airline Premises. The property interest of Airline, if any, created by this Agreement may be subject to property taxation, and Airline may be subject to the payment of property tax levied on such interest. Payment of such additional charges for all such taxes, assessments and charges, when and if levied or assessed, shall be made by Airline directly to the taxing or assessing authority charged with collection thereof, in which event Airline shall be responsible for obtaining bills for all of said taxes, assessments and charges and promptly providing City with evidence of payment therefore.

18.32.2 Airline may, at its expense, contest the amount or validity of any tax or assessment or the inclusion of the Airline Premises as taxable or assessable property directly against the taxing or assessing authority. Airline shall indemnify City from all taxes, penalties, costs, expenses, and attorneys' fees incurred by City resulting directly or indirectly from all such tax contests other than contests of City-imposed taxes.

18.32.3 Upon any termination of this Agreement, all lawful taxes then levied or a lien upon any of such property or taxable interest therein shall be paid in full by Airline forthwith or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between the attachment of the lien and the issuance of the statement.

18.33 *Waiver of Visual Artists Rights.* Airline shall not install any object in the Airline Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 ("VARA") unless and until Airline has (a) obtained the prior written approval of the Executive Director and (b) provided City with a written waiver from the author of such work of visual art, in form and substance reasonably satisfactory to City, which waiver shall identify specifically the work of visual art and the uses of that work to which the waiver applies in accordance with 17 U.S.C. § 106A(e)(1).

18.34 *Exclusiveness of Airline's Rights.* Nothing contained in this Agreement shall be deemed to grant to Airline any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a)(4) with respect to activity on the Airport, except that, subject to the terms and

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provisions of this Agreement, Airline shall have the right to exclusive possession of any Exclusive Use Premises made available to Airline under the provisions of this Agreement.

18.35 *No Third-Party Beneficiaries.* There are no third-party beneficiaries to this Agreement other than as specifically provided in Sections 7.02 and 7.03.

18.36 *Liens and Encumbrances.* Airline shall keep the Airline Premises free and clear of any liens and encumbrances arising or growing out of Airline's use and occupancy of the Airline Premises or activities at the Airport. Airline agrees to fully indemnify and defend City in connection with any such liens filed against the Airline Premises. At City's request, Airline shall furnish City with written proof of payment of any item that would or might constitute the basis for such a lien on the Airline Premises if not paid.

18.37 *Labor Disputes.* Airline agrees to use reasonable efforts to avoid disruption to City, its tenants or members of the public arising from labor disputes involving Airline, and in the event of a strike, picketing, demonstration or other labor difficulty involving Airline, to use its good offices, including the utilization of available legal remedies, to minimize or eliminate any disruption to City, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

18.38 *SEC Rule 15c2-12.* Airline, upon request by City, shall provide City with such information as City may reasonably request in writing to comply with City's continuing disclosure requirements under SEC Rule 15c2-12 as it may be amended from time to time; provided, however, that Airline may in lieu of providing the requested information direct City to an Airline or SEC website where the requested information is then currently available. Airline covenants that any information so provided, either directly or by reference to any website, shall not misstate any material fact and shall not fail to state any fact necessary, in light of the circumstances under which the information is provided, in order to make the information provided not misleading.

18.39 *Government Records Access and Management Act.* City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, Utah Code Annotated or its successor (~~"("GRAMA")")~~). All materials submitted by Airline pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Airline. Any materials for which Airline claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Airline explaining Airline's claim of exemption from disclosure. City will make reasonable efforts to notify Airline of any requests made for disclosure of documents submitted under a claim of confidentiality. Airline may, at Airline's sole expense, take any appropriate actions to prevent disclosure of such material. Airline specifically waives any claims against City related to disclosure of any materials required by GRAMA.

18.40 *Contracting on More Favorable Terms.*

18.40.1 City covenants and agrees that in the event it enters into any lease, contract or any other agreement with any other Air Carrier containing more favorable terms than this Agreement, or grants to any Air Carrier rights, privileges, or concessions at the Airport which are not accorded Airline hereunder, it shall advise Airline of such action and this Agreement shall, at Airline's option, be amended to incorporate such rights, terms, privileges and concessions, or any of them, as part of this Agreement.

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18.40.2 In the event that any Air Carrier shall undertake any operations at the Airport for the carriage of passengers, cargo or mail by air, City shall require, to the extent legally permissible, such Air Carrier to execute and deliver an agreement, lease, permit or contract with City providing for the payment of Landing Fees and Terminal Rents and Other Fees and Charges that are not less than those rates then in effect for the Signatory Airlines.

18.41 *Memorandum of Lease.* In the event that City so requests, Airline shall execute, attest, acknowledge, and deliver for recording a short form Memorandum of Lease of this Agreement.

18.42 *Entire Agreement.* It is understood and agreed that this instrument contains the entire agreement between the parties hereto with respect to the subject matter hereof and it may not be modified or amended except by a written instrument that is signed by both parties. It is further understood and agreed by Airline that City and City's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except such as are in this Agreement expressly set forth, and no claim or liability or cause for termination shall be asserted by Airline against City for, and City shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement.

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~~IN WITNESS WHEREOF~~, the parties hereto have set their hands and corporate seals on this 1st day of July, 2014.

~~SALT LAKE CITY CORPORATION~~

\_\_\_\_\_  
MAUREEN RILEY  
EXECUTIVE DIRECTOR  
~~SALT LAKE CITY DEPARTMENT OF~~  
~~AIRPORTS~~

ATTEST:

\_\_\_\_\_  
CITY RECORDER

~~DELTA AIR LINES, INC.~~

By \_\_\_\_\_

Its \_\_\_\_\_



**Exhibit A**

**Airport Boundaries, Premises & Space**

**A-1 Airport Boundaries**

**A-1 Airport Boundary Description**

**A-2 Airport Premises Maps**

**A-3 GSE Storage Areas**

**A-4 Terminal Aircraft Aprons**



Exhibit A-1  
Airport Boundaries



July 1, 2010



## Exhibit A-1

### Airport Boundary Description

Salt Lake City International Airport

The exterior boundary of the Salt Lake City International Airport being Described in the "West Airport Grid System" as follows:

BEGINNING at "WAGS" Station 10+99.81S 40+28.54E which Bears N.5°01'34"E. 806.03 Ft. from the South 1/4 Corner of Section 33 T.1 N., R.1 W., SLB&M;

THENCE	N.85°02'26"W.	340.71 Ft.;
THENCE	S.05°01'34"W.	805.31 Ft.;
THENCE	S.84°55'06"E.	340.71 Ft. To said South 1/4 Corner of Sec. 33;
THENCE	S.04°47'21"W.	2292.23 Ft.;
THENCE	S.82°43'58"W.	581.95 Ft.;
THENCE	S.04°47'21"W.	236.90 Ft.;
THENCE	N.85°04'14"W.	185.53 Ft.;
THENCE	N.04°47'21"E.	196.83 Ft.;
THENCE	S.82°43'58"W.	2097.78 Ft.;
THENCE	WESTERLY	721.79 Ft. Along the Arc of a 3935.83 Ft. Rad. Curve to the Left --(Chord Bears S.87°59'12"W. 720.78 Ft.);
THENCE	S.82°43'58"W.	4780.04 Ft.;
THENCE	N.03°15'35"E.	621.59 Ft.;
THENCE	NORTHWESTERLY	756.77 Ft. Along the Arc of a 1527.89 Ft. Rad. Curve to the Left --(Chord Bears N.11°13'16"W. 749.06 Ft.);
THENCE	N.85°08'29"W.	2182.67 Ft.;
THENCE	N.05°03'56"E.	1338.59 Ft.;
THENCE	NORTHWESTERLY	239.48 Ft. Along the Arc of a 2894.79 Ft. Rad. Curve to the Left --(Chord Bears N.49°22'00"W. 239.41 Ft.);
THENCE	N.52°19'11"W.	100.40 Ft.;
THENCE	N.52°45'24"W.	328.75 Ft.;
THENCE	N.53°03'47"W.	201.55 Ft.;
THENCE	NORTHWESTERLY	646.65 Ft. Along the Arc of a 5759.58 Ft. Rad. Curve to the Left --(Chord Bears N.56°58'10"W. 646.31 Ft.);
THENCE	N.05°01'31"E.	541.13 Ft.;
THENCE	N.04°58'08"E.	789.57 Ft.;
THENCE	S.85°04'16"E.	51.97 Ft.;
THENCE	N.00°00'40"W.	4507.28 Ft.;
THENCE	N.85°04'54"W.	1009.82 Ft.;
THENCE	N.85°03'58"W.	2922.56 Ft.;
THENCE	N.04°58'40"E.	5274.82 Ft.;
THENCE	S.85°01'59"E.	286.68 Ft.;
THENCE	S.85°02'09"E.	873.70 Ft.;
THENCE	N.01°13'40"W.	5315.91 Ft.;



THENCE N.01°13'40"W. 1328.81 Ft.;  
 THENCE S.85°07'37"E. 2483.54 Ft.;  
 THENCE N.05°04'57"E. 1322.05 Ft.;  
 THENCE N.04°59'12"E. 2644.09 Ft.;  
 THENCE S.85°05'21"E. 2668.53 Ft.;  
 THENCE S.85°02'31"E. 2587.92 Ft.;  
 THENCE S.85°04'14"E. 2668.99 Ft.;  
 THENCE S.85°05'24"E. 2668.91 Ft.;  
 THENCE S.04°58'42"W. 2645.39 Ft.;  
 THENCE S.85°04'30"E. 1871.77 Ft.;  
 THENCE N.04°59'02"E. 991.21 Ft.;  
 THENCE N.85°03'03"W. 1839.20 Ft.;  
 THENCE N.04°58'42"E. 330.66 Ft.;  
 THENCE S.85°02'40"E. 1946.46 Ft.;  
 THENCE S.04°59'08"W. 330.45 Ft.;  
 THENCE S.85°03'03"E. 659.80 Ft.;  
 THENCE S.04°59'23"W. 330.25 Ft.;  
 THENCE S.85°03'36"E. 1320.06 Ft.;  
 THENCE S.04°59'49"W. 660.00 Ft.;  
 THENCE N.85°04'45"W. 1155.35 Ft.;  
 THENCE S.04°58'53"W. 2563.15 Ft.;  
 THENCE S.85°04'19"E. 792.83 Ft.;  
 THENCE S.04°55'41"W. 76.19 Ft.;  
 THENCE N.85°04'19"W. 77.11 Ft.;  
 THENCE S.04°55'08"W. 373.35 Ft.;  
 THENCE S.85°01'54"E. 386.47 Ft.;  
 THENCE S.05°01'34"W. 14669.85 Ft.;  
 THENCE N.85°02'26"W. 1253.53 Ft. TO BEGINNING, EMBRACES 8043.92 Acres;

LESS and EXCEPTING 1.36 Acres identified as Parcel #07-25-200-006;

(NET AREA = 8042.56 Acres within Boundary).

NOTE: Basis of Bearings for the "West Airport Grid System" (WAGS) is the Centerline of Runway 16L/34R being called "North" - a rotation of 4°58'32" from "True".

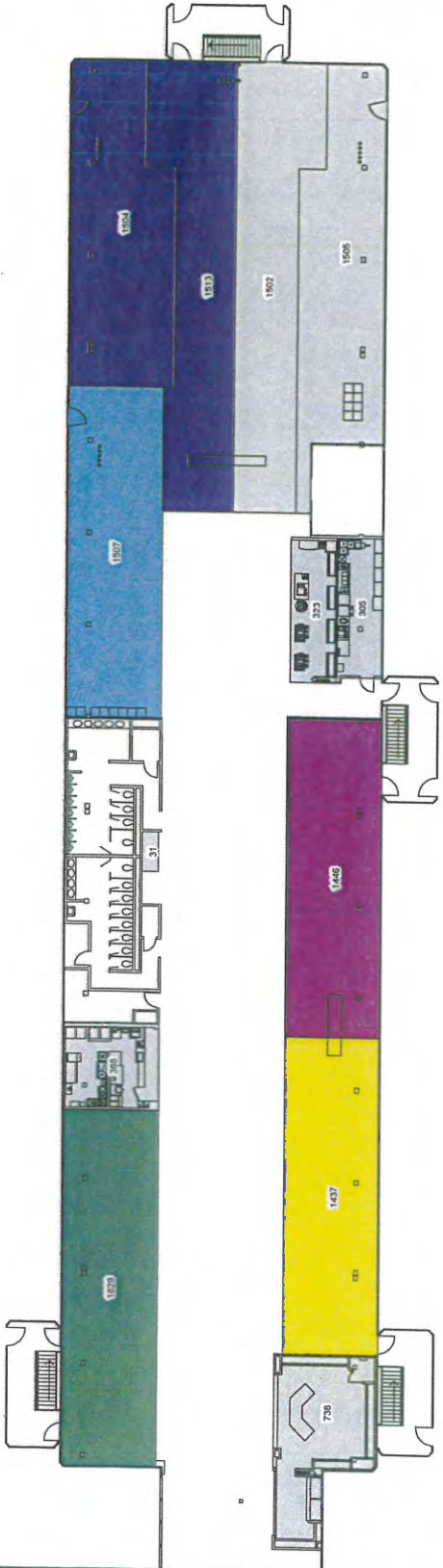
Exhibit A-2

Tenant / Space Type	Conc A		Conc B		Conc C		Conc D		Conc E		TU1		TU2		TU2		TU2		TU2		Int'l Term		Int'l Term		Basement		Totals	
	GL	SL	GL	SL	GL	SL	GL	SL	All	GL	SL	3-6	GL	SL	GL	SL	GL	SL	GL	SL	GL	SL	GL	SL	GL	SL		All
Alaska																												Alaska
Conditioned	1,377	3,017																										5,441
Unconditioned																												3,124
American																												American
Conditioned	1,373	1,446																										5,049
Unconditioned	121																											3,584
Delta																												Delta
Conditioned			17,427	10,004	33,495	23,524	19,643	23,365	32,855																			227,116
Unconditioned							14,547	10,765																				93,186
Frontier																												Frontier
Conditioned		1,629																										3,310
Unconditioned																												1,678
JetBlue																												JetBlue
Conditioned		1,507																										2,988
Unconditioned																												1,451
Southwest																												Southwest
Conditioned	1,658		17,600	3,647																								28,204
Unconditioned																												6,255
United																												United
Conditioned			2,671	5,177																								12,144
Unconditioned																												5,322
US Airways																												US Airways
Conditioned	1,739	1,437																										4,951
Unconditioned																												2,255
Other Rentable Space																												
Conditioned	3,237	4,792	13,269	2,814	7,924	6,187																						155,272
Unconditioned			317																									15,453
Common Airline Use																												
Conditioned																												29,620
Unconditioned																												5,342
Customs																												45,558
Customs								8,101																				
Unleasable Space																												
Unleasable	1,309		2,392																									3,701
Totals	10,814	13,828	53,676	21,642	33,495	31,448	34,190	37,653	43,620	88,286	31,196	16,416	99,561	50,555	3,474	64,028	14,885	12,237										661,004



### Concourse A Second Level

Note: Square foot labels are for illustration purposes only.



Tenant	Area (sq ft)
Alaska	3,017 sq ft
American	1,446 sq ft
Frontier	1,629 sq ft
JetBlue	1,507 sq ft
US Airways	1,437 sq ft
Other Rentable Space	4,792 sq ft
<b>Total Leasable Area</b>	<b>13,828 sq ft</b>



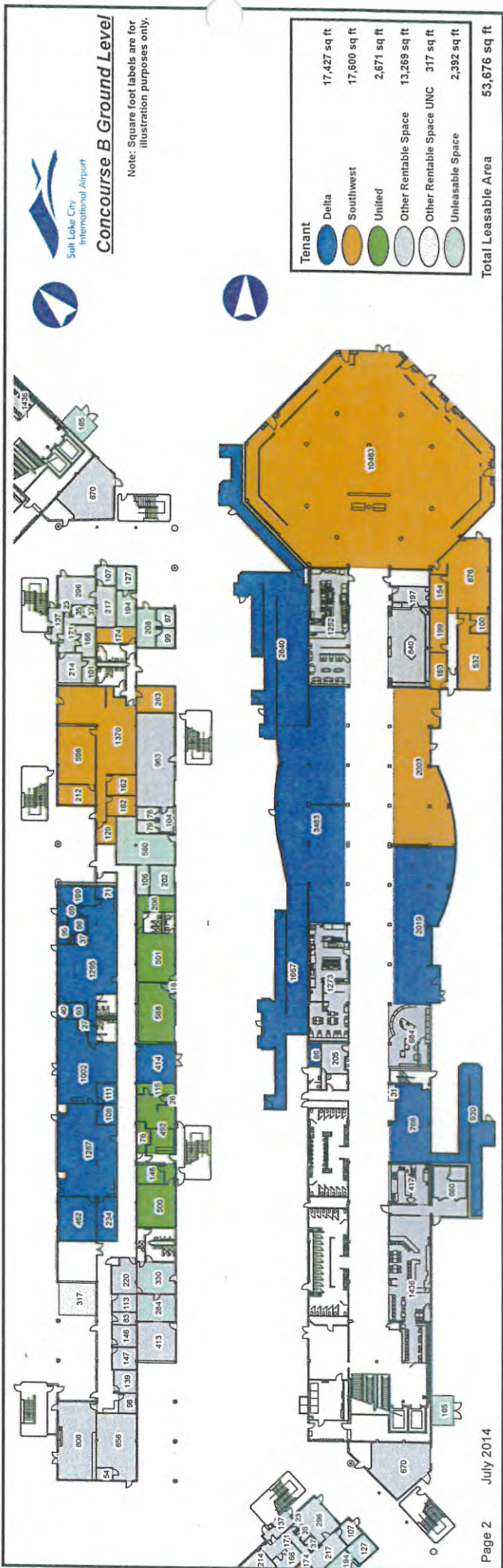
### Concourse A Ground Level

Note: Square foot labels are for illustration purposes only.



Tenant	Area (sq ft)
Alaska	1,377 sq ft
American	1,373 sq ft
American UNC	121 sq ft
Southwest	1,658 sq ft
US Airways	1,739 sq ft
Other Rentable Space	3,237 sq ft
Unleasable Space	1,309 sq ft
<b>Total Leasable Area</b>	<b>10,814 sq ft</b>

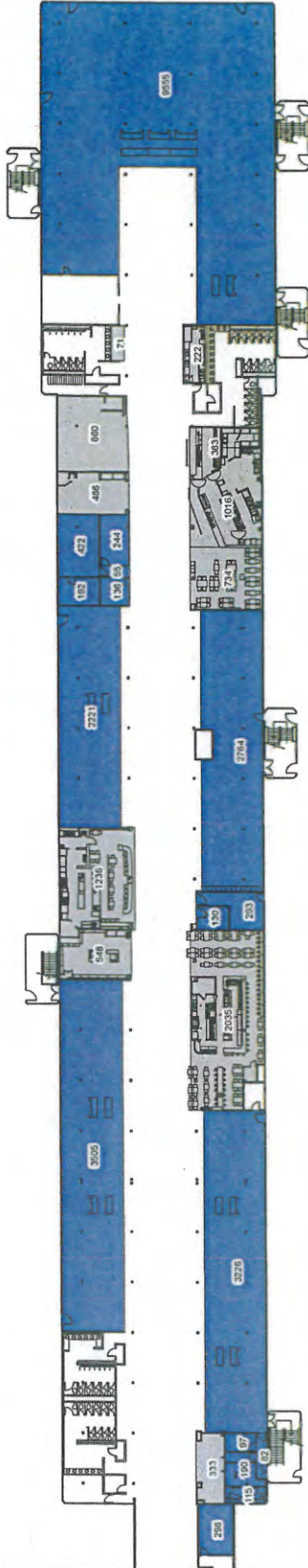






### Concourse C Second Level

Note: Square foot labels are for illustration purposes only.

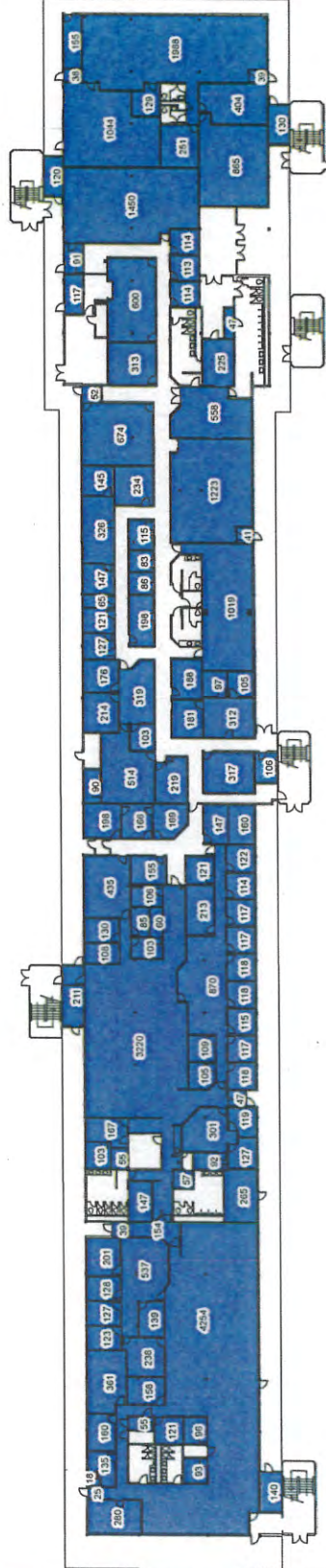


Tenant		Total Leasable Area	
	Delta	23,524 sq ft	
	Other Rentable Space	7,924 sq ft	
		<b>31,448 sq ft</b>	



### Concourse C Ground Level

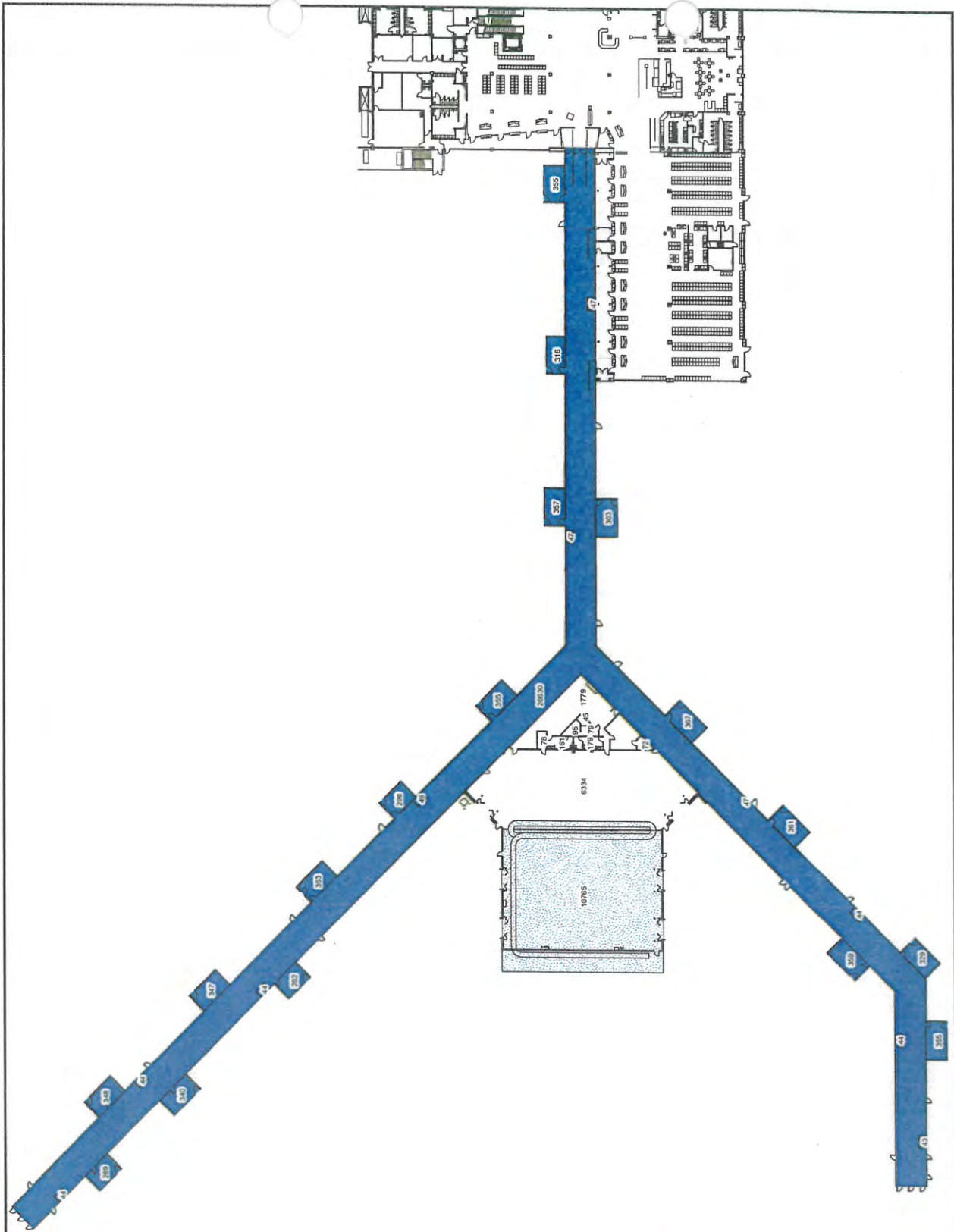
Note: Square foot labels are for illustration purposes only.



Tenant		Total Leasable Area	
	Delta	33,495 sq ft	
		<b>33,495 sq ft</b>	







**Concourse E**

Note: Square foot labels are for illustration purposes only.

Tenant	Delta Conditioned Space	32,855 sq ft
	Delta Unconditioned	10,765 sq ft

Total Leasable Area 43,620 sq ft

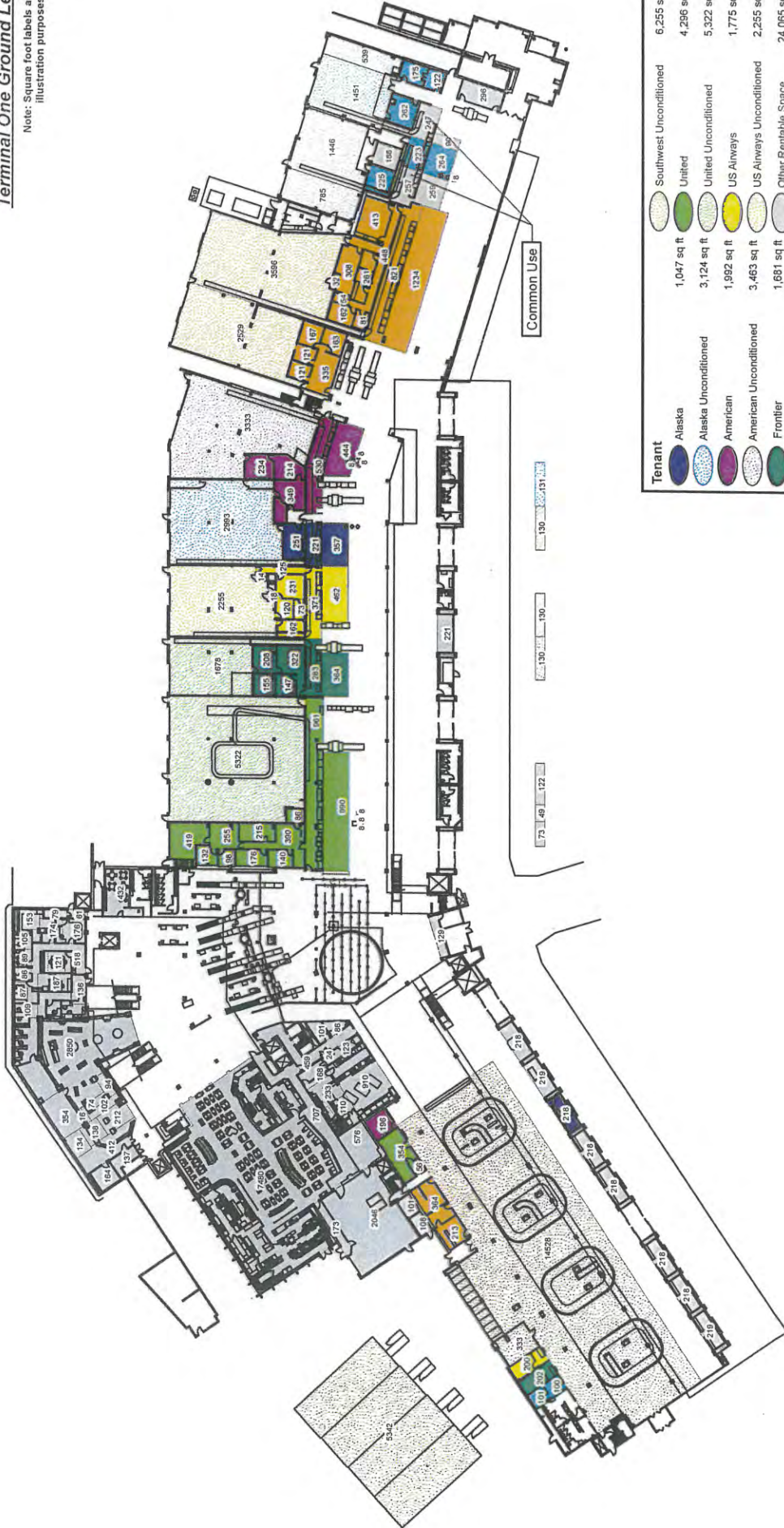




Salt Lake City  
International Airport

### Terminal One Ground Level

Note: Square foot labels are for illustration purposes only.



Tenant	Area (sq ft)	Category
Alaska	1,047	Southwest Unconditioned
Alaska Unconditioned	3,124	United
American	1,992	United Unconditioned
American Unconditioned	3,463	US Airways
Frontier	1,681	US Airways Unconditioned
Frontier Unconditioned	1,678	Other Rentable Space
JetBlue	1,481	Other Rentable Space UNC
JetBlue Unconditioned	1,451	Common Airline Use
Southwest	5,299	Common Use Unconditioned
	6,255	Common Use Unconditioned
	4,296	Common Use Unconditioned
	5,322	Common Use Unconditioned
	1,775	Common Use Unconditioned
	2,255	Common Use Unconditioned
	24,065	Common Use Unconditioned
	2,899	Common Use Unconditioned
	14,861	Common Use Unconditioned
	5,342	Common Use Unconditioned

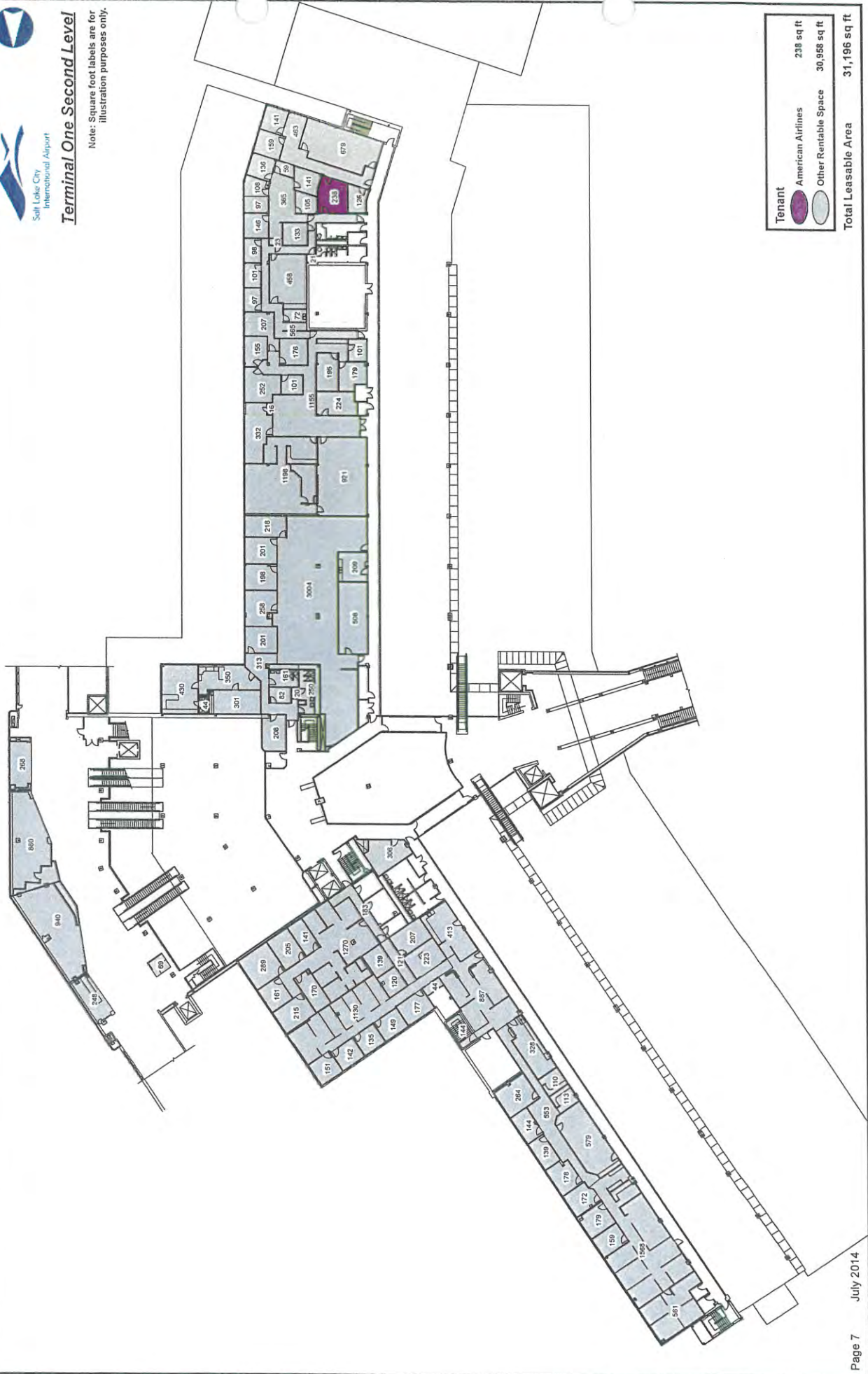
Total Leasable Area 88,286 sq ft





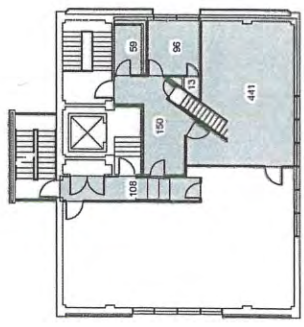
# Terminal One Second Level

Note: Square foot labels are for illustration purposes only.

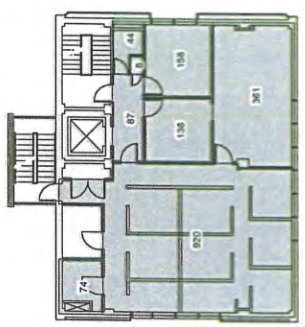




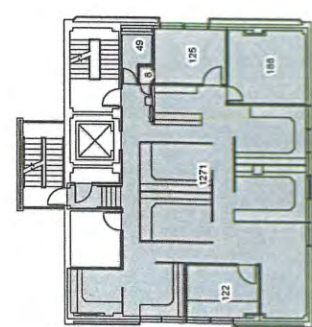
Level Three



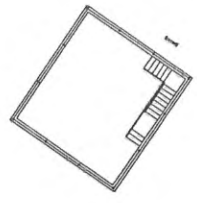
Level Six



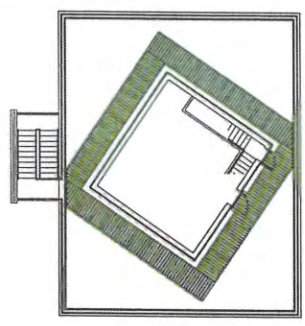
Level Five



Level Four



Cab Level



Access Level



**Terminal One Levels Three Thru Six**

Note: Square foot labels are for illustration purposes only.

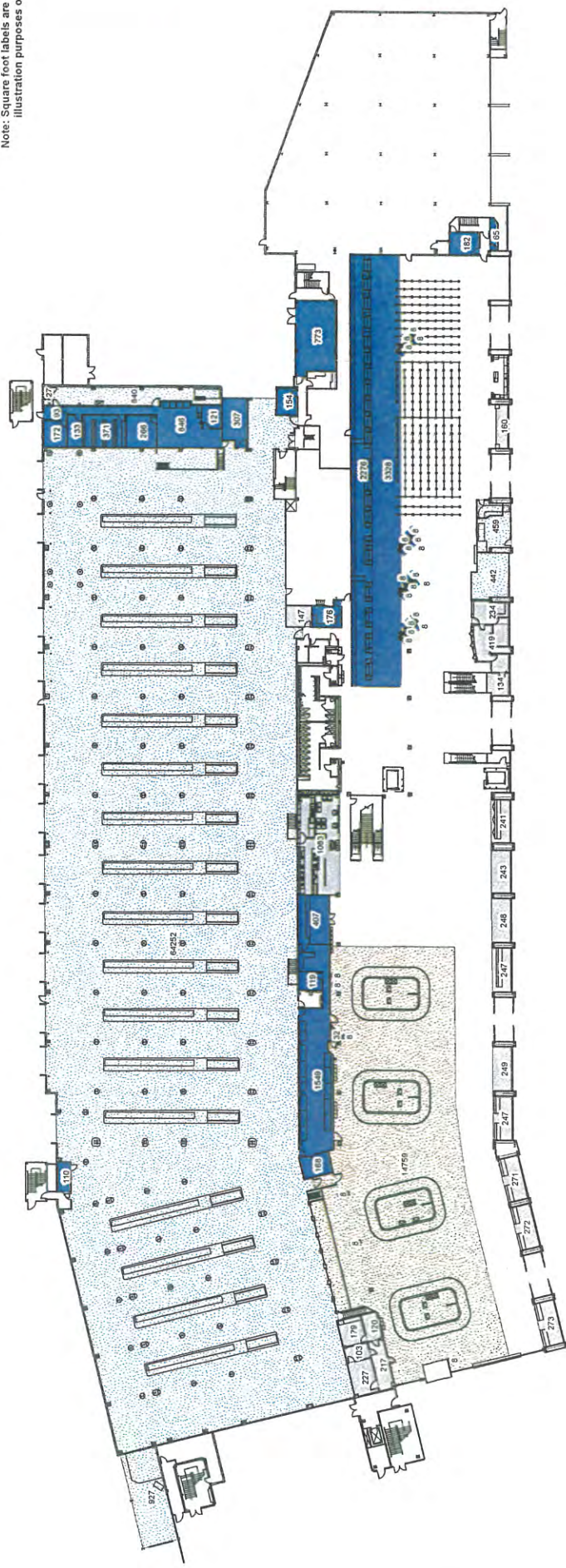
Tenant	16,416 sq ft
Other Rented Space	16,416 sq ft
<b>Total Leasable Area</b>	<b>16,416 sq ft</b>





**Terminal Two Ground Level**

Note: Square foot labels are for illustration purposes only.



Tenant	Delta	Delta Unconditioned	Common Airline Use	Other Rentable Space	Total Leasable Area
	11,946 sq ft	67,541 sq ft	14,759 sq ft	5,315 sq ft	99,561 sq ft

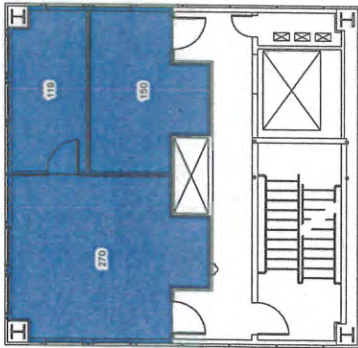


**Terminal Two Second Level**

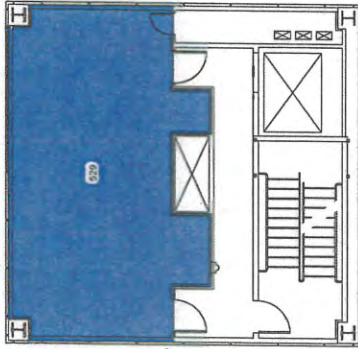
Note: Square foot labels are for illustration purposes only.

Tenant	Area
Delta	20,362 sq ft
Delta Unconditioned	333 sq ft
Other Rentable Space	28,860 sq ft
<b>Total Leasable Area</b>	<b>50,555 sq ft</b>

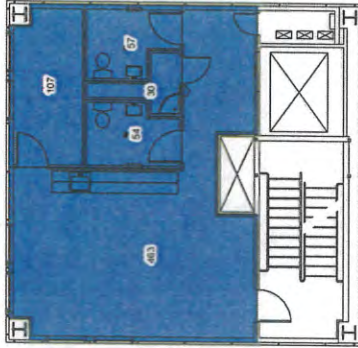




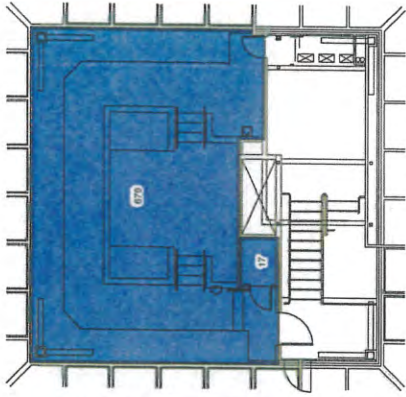
Level Five



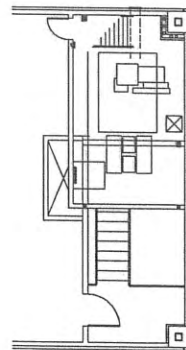
Level Six



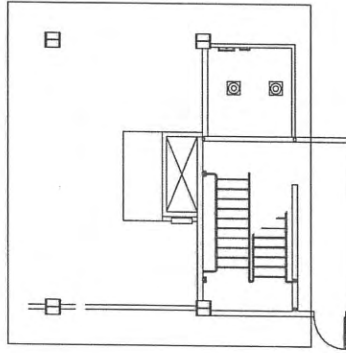
Level Seven



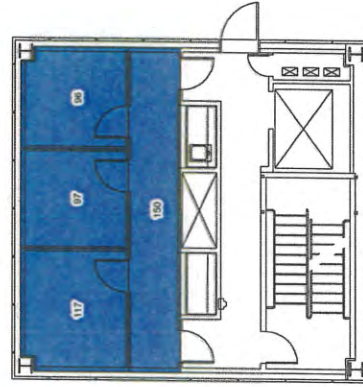
Level Eight



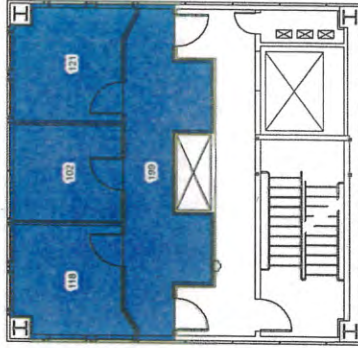
Level One



Level Two



Level Three



Level Four



**Terminal Two Tower**

Note: Square foot labels are for illustration purposes only.

Tenant  3,474 sq ft

Total Leasable Area 3,474 sq ft

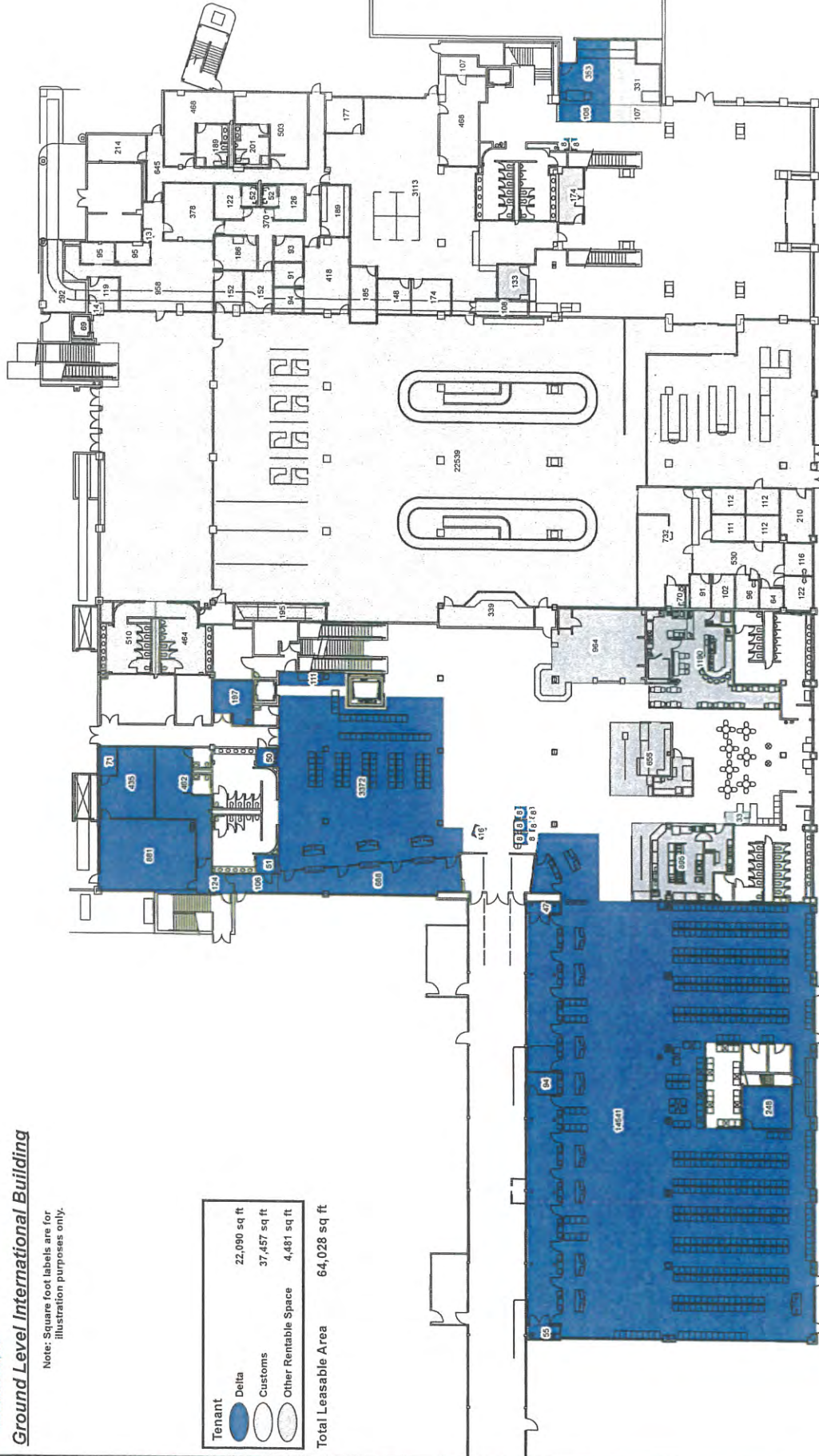


South Lake City  
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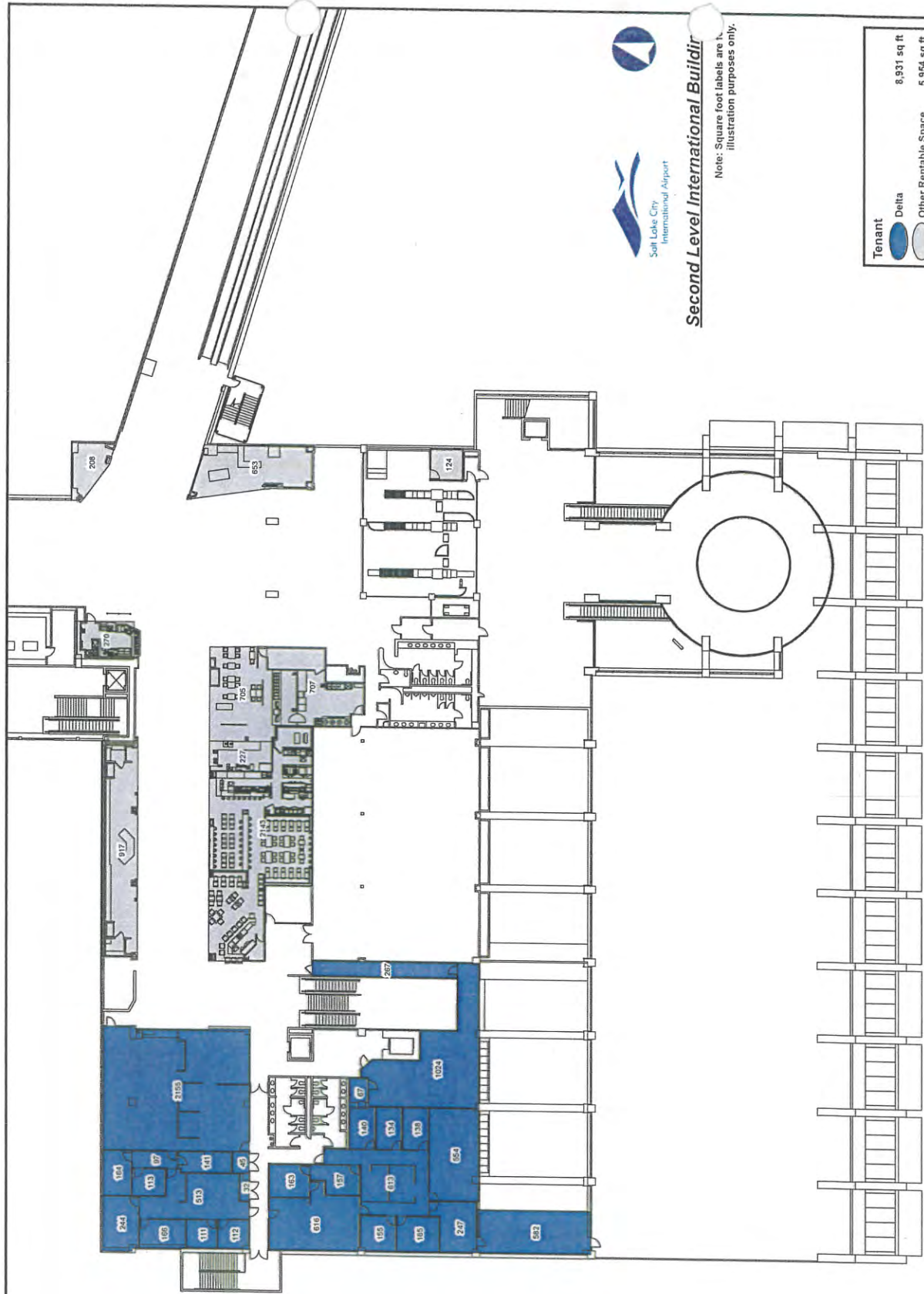
### Ground Level International Building

Note: Square foot labels are for illustration purposes only.

Tenant	Area (sq ft)
Delta	22,090
Customs	37,457
Other Rentable Space	4,481
<b>Total Leasable Area</b>	<b>64,028</b>







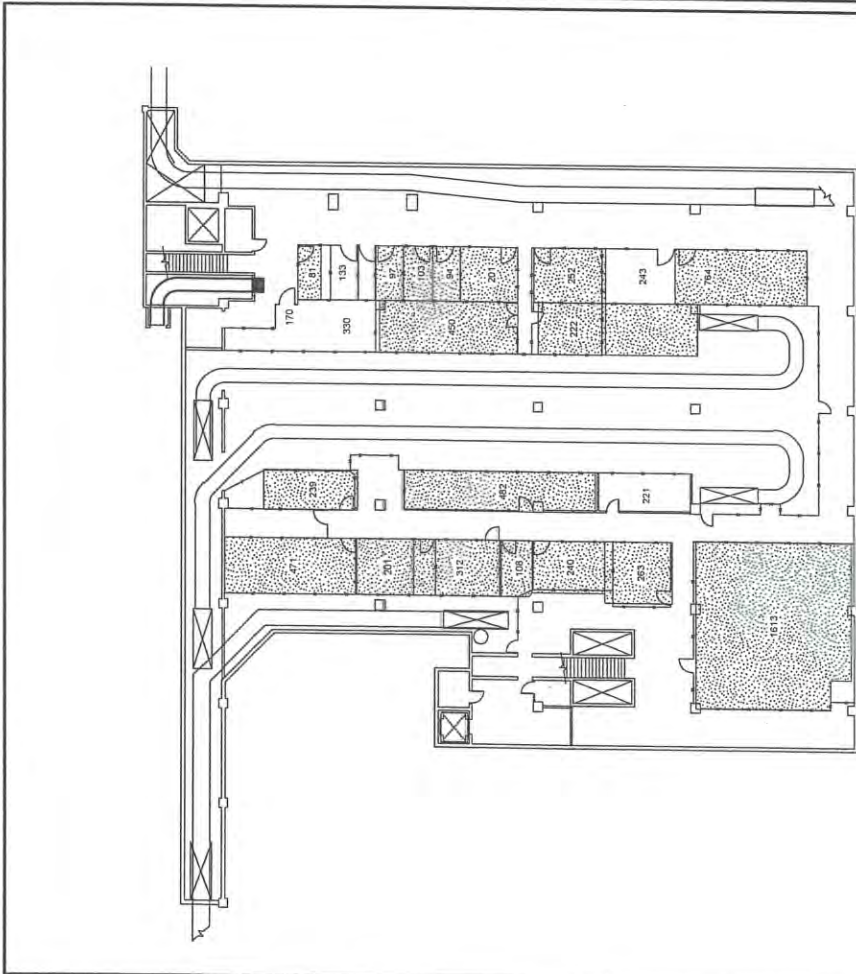


**Second Level International Building**

Note: Square foot labels are for illustration purposes only.

Tenant	8,931 sq ft	5,954 sq ft
 Delta		
 Other Rentable Space		

Total Leasable Area 14,885 sq ft

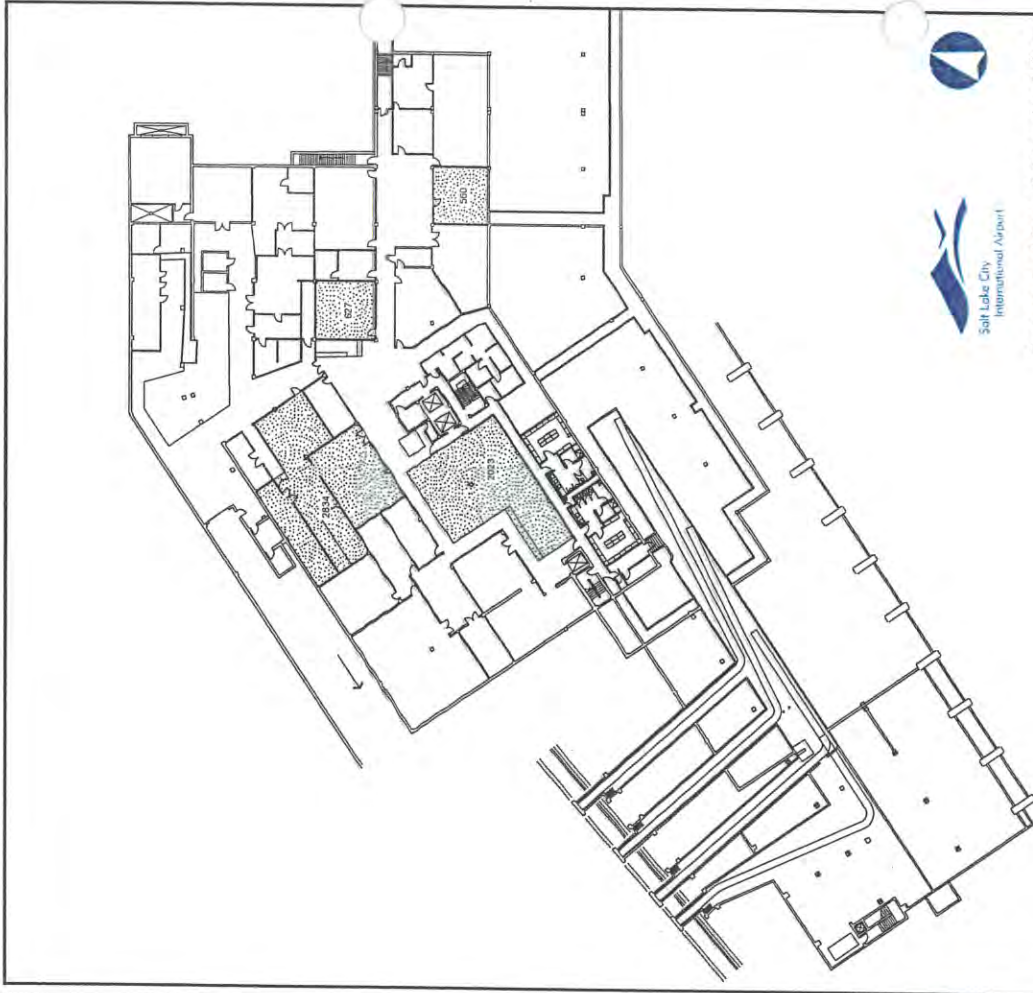


**Basement Level International Building**

Note: Square foot labels are for illustration purposes only.

Tenant	Other Rented Space UNC	6,193 sq ft
--------	------------------------	-------------

Total Leasable Area 6,193 sq ft



**Basement Level Terminal One**

Note: Square foot labels are for illustration purposes only.

Tenant	Other Rentable Space UNC	6,044 sq ft
--------	--------------------------	-------------

Total Leasable Area 6,044 sq ft



Exhibit A-3  
GSE Storage Areas

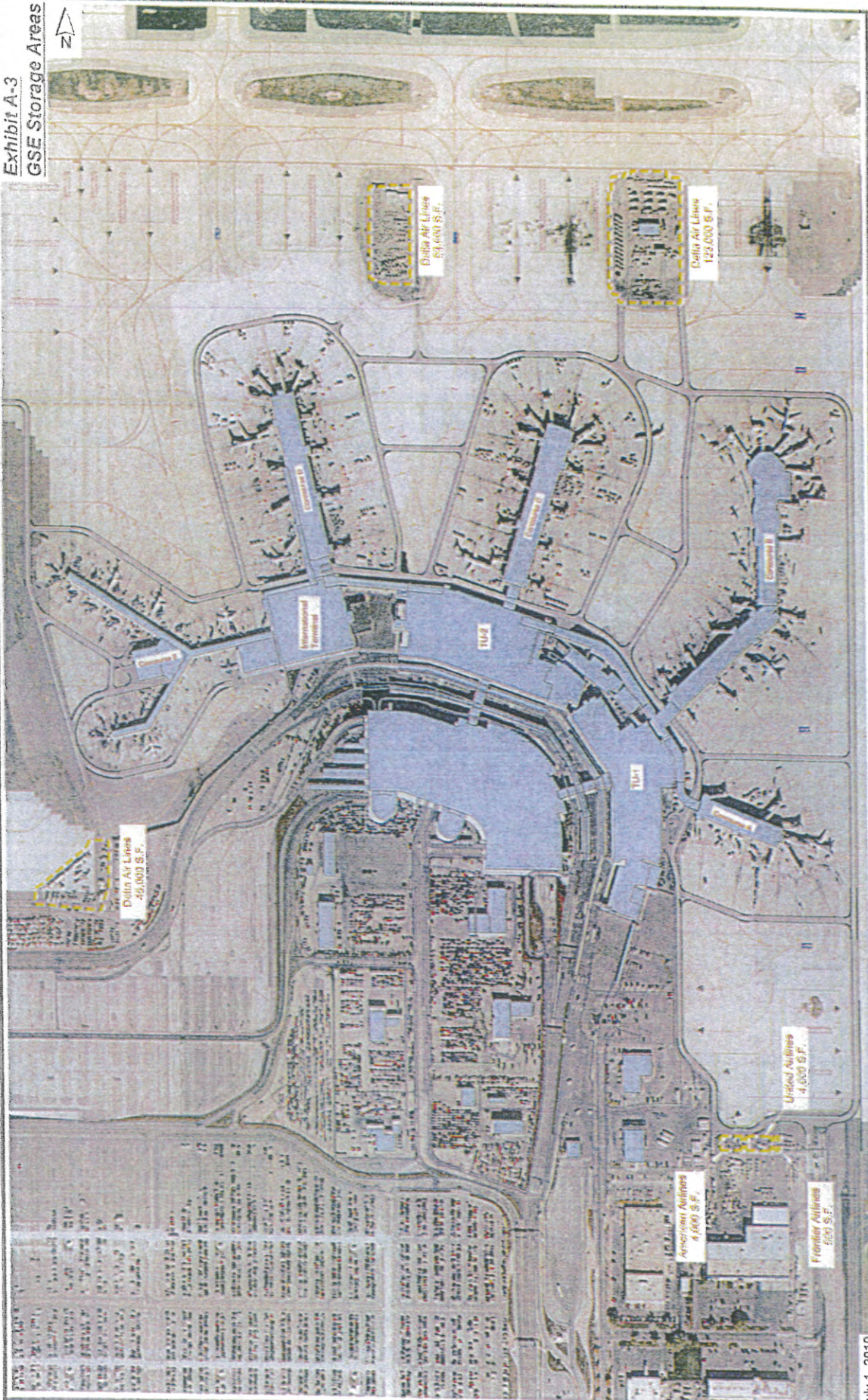
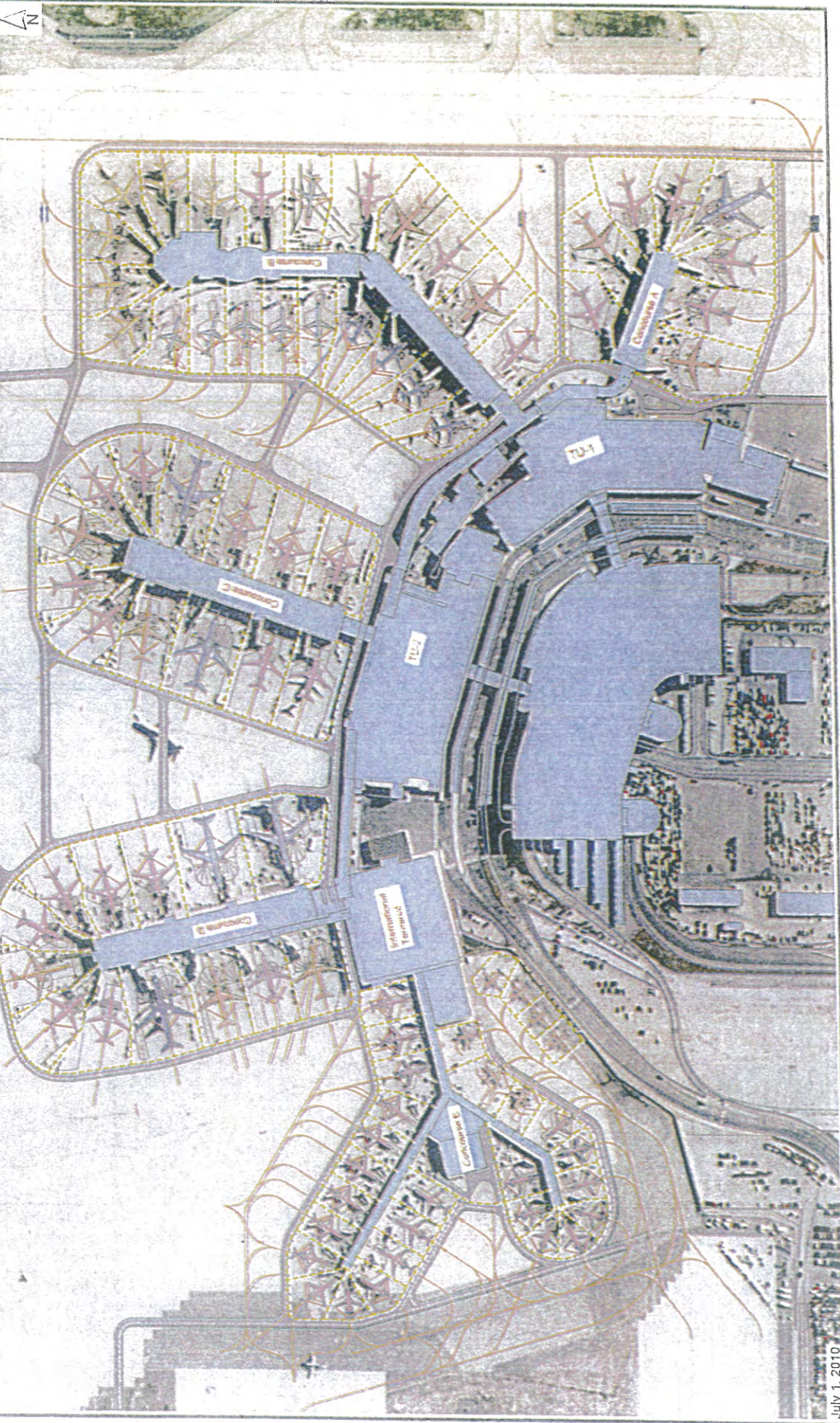




Exhibit A-4  
Terminal Aircraft Aprons



## Exhibit A

### Airport Boundaries, Premises & Space (Current as of November 16, 2022)

- A-1 Airport Boundaries
- A-1 Airport Boundary Description
- A-2 Airport Premises Maps
- A-3 GSE Storage Areas
- A-4 Terminal Aircraft Aprons



**EXHIBIT A-1**



**Salt Lake City  
International Airport**

Photo Date: Nov. 2021

NTS



# Exhibit A-1

# Salt Lake City International Airport.

The exterior boundary of the Salt Lake City International Airport being Described in the "West Airport Grid System" as follows:

BEGINNING at "WAGS" Station 10+99.81S 40+28.54E which Bears N.5°01'34"E. 806.03 Ft. from the South 1/4 Corner of Section 33 T.1 N., R.1 W., SLB&M;

THENCE	N.85°02'26"W.	340.71 Ft.;
THENCE	S.05°01'34"W.	131.28 Ft.;
THENCE	S.84°55'06"E.	341.36 Ft.;
THENCE	S.05°04'54"W.	208.71 Ft.;
THENCE	N.84°55'06"W.	208.71 Ft.;
THENCE	S.05°04'54"W.	5.78 Ft.;
THENCE	N.84°55'06"W.	132.45 Ft.;
THENCE	S.05°01'34"W.	459.54 Ft.;
THENCE	S.84°55'06"E.	340.71 Ft. To said South 1/4 Corner of Sec. 33;
THENCE	S.04°47'21"W.	2292.23 Ft.;
THENCE	S.82°43'58"W.	581.95 Ft.;
THENCE	S.04°47'21"W.	236.90 Ft.;
THENCE	N.85°04'14"W.	185.53 Ft.;
THENCE	N.04°47'21"E.	196.83 Ft.;
THENCE	S.82°43'58"W.	2097.78 Ft.;
THENCE	WESTERLY	721.79 Ft. Along the Arc of a 3935.83 Ft. Rad. Curve to the Left --(Chord Bears S.87°59'12"W. 720.78 Ft.);
THENCE	S.82°44'09"W.	4780.04 Ft.;
THENCE	S.03°15'35"W.	67.13 Ft.;
THENCE	S.82°44'09"W.	2471.38 Ft.;
THENCE	N.05°03'56"E.	3265.58 Ft. To the South Line of I-80;
THENCE	NORTHWESTERLY	239.48 Ft. Along the Arc of a 2894.79 Ft. Rad. Curve to the Left --(Chord Bears N.49°22'00"W. 239.41 Ft.);
THENCE	N.52°19'11"W.	100.40 Ft.;
THENCE	N.52°45'24"W.	328.75 Ft.;
THENCE	N.53°03'47"W.	201.55 Ft.;
THENCE	NORTHWESTERLY	646.65 Ft. Along the Arc of a 5759.58 Ft. Rad. Curve to the Left --(Chord Bears N.56°58'10"W. 646.31 Ft.);
THENCE	N.05°01'31"E.	541.13 Ft.;
THENCE	N.04°58'08"E.	789.57 Ft.;
THENCE	S.85°04'16"E.	51.97 Ft.;
THENCE	N.00°00'40"W.	4507.28 Ft.;
THENCE	N.85°04'54"W.	1009.82 Ft.;
THENCE	N.85°03'58"W.	2922.56 Ft.;
THENCE	N.04°58'40"E.	5274.82 Ft.;
THENCE	S.85°01'59"E.	286.68 Ft.;
THENCE	S.85°02'09"E.	873.70 Ft.;
THENCE	N.01°13'40"W.	5315.91 Ft.;
THENCE	N.01°13'40"W.	1328.81 Ft.;

THENCE S.85°07'37"E. 2483.54 Ft.;  
 THENCE N.05°04'57"E. 1322.05 Ft.;  
 THENCE N.04°59'12"E. 2644.09 Ft.;  
 THENCE S.85°05'21"E. 2668.53 Ft.;  
 THENCE S.85°02'31"E. 2587.92 Ft.;  
 THENCE S.85°04'14"E. 2668.99 Ft.;  
 THENCE S.85°05'24"E. 2668.91 Ft.;  
 THENCE S.04°58'42"W. 1653.41 Ft.;  
 THENCE N.85°03'03"W. 32.64 Ft.;  
 THENCE N.04°58'42"E. 330.66 Ft.;  
 THENCE S.85°02'40"E. 1946.46 Ft.;  
 THENCE S.04°59'08"W. 330.45 Ft.;  
 THENCE S.85°03'03"E. 659.80 Ft.;  
 THENCE S.04°59'23"W. 330.25 Ft.;  
 THENCE S.85°03'36"E. 1320.06 Ft.;  
 THENCE S.04°59'49"W. 660.00 Ft.;  
 THENCE N.85°04'45"W. 1155.35 Ft.;  
 THENCE S.04°58'53"W. 1880.48 Ft.;  
 THENCE S.85°02'52"E. 1122.24 Ft.;  
 THENCE S.04°58'43"W. 682.20 Ft.;  
 THENCE N.85°04'19"W. 329.44 Ft.;  
 THENCE S.04°55'41"W. 76.19 Ft.;  
 THENCE N.85°04'19"W. 77.11 Ft.;  
 THENCE S.04°55'08"W. 373.35 Ft.;  
 THENCE S.85°01'54"E. 386.47 Ft.;  
 THENCE S.05°01'34"W. 14669.85 Ft.;  
 THENCE N.85°02'26"W. 1253.53 Ft. TO BEGINNING, EMBRACES 8196.44 Acres;

LESS and EXCEPTING 1.36 Acres (County owned Parcel #07-25-200-006);  
 LESS and EXCEPTING 346.48 Acres controlled by UDOT (for I-80);  
 LESS and EXCEPTING 5.77 Acres controlled by RailRoad;

**(NET AREA = 7842.83 Acres within Boundary controlled by SLCDA).**

NOTE: Basis of Bearings for the "West Airport Grid System" (WAGS) is the  
 Centerline of Runway 16L/34R being called "North" - a rotation of  
 4°58'32" from "True".

## Exhibit A-2

### Delta

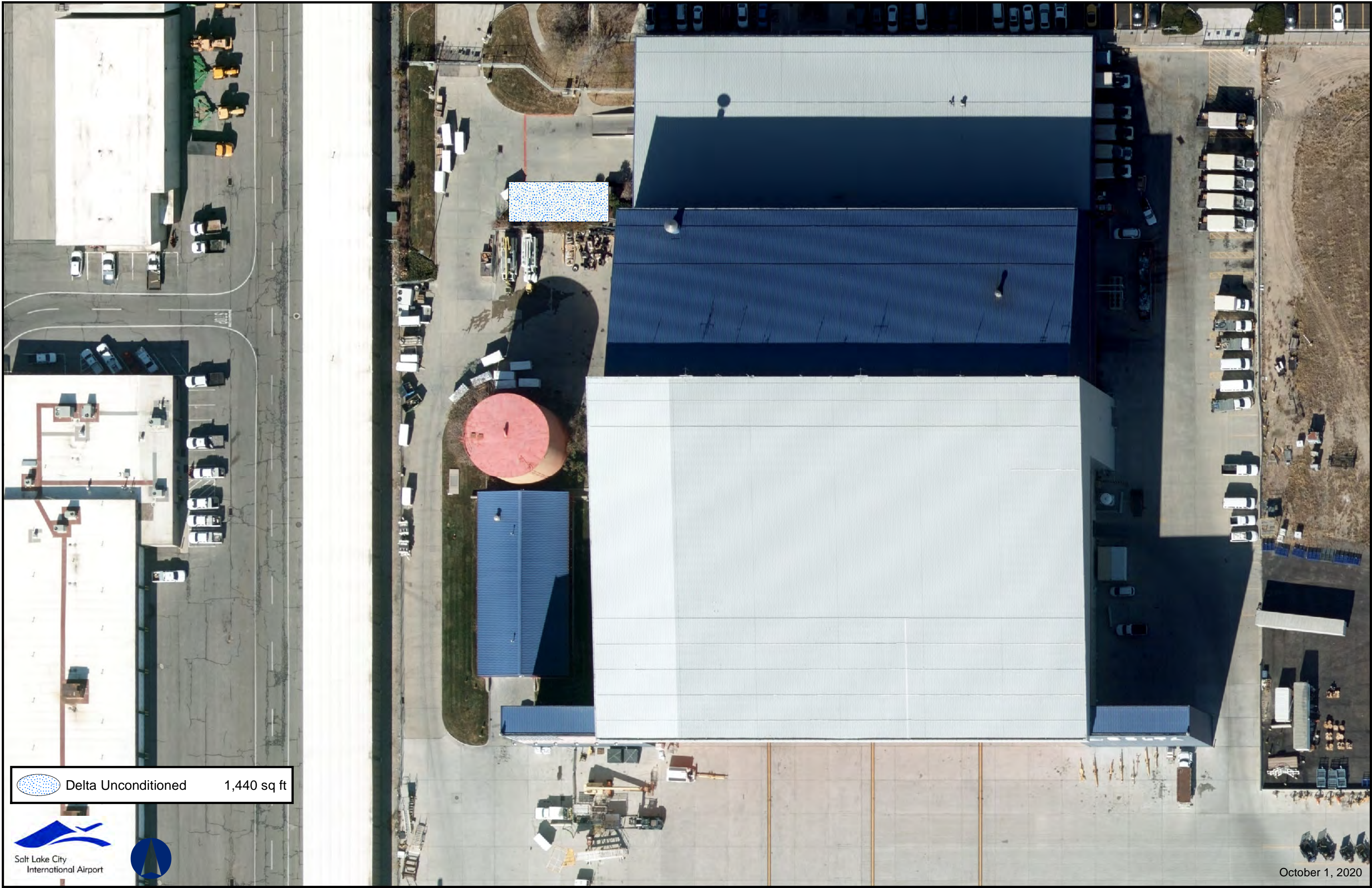
Map	Conditioned SF	Unconditioned SF	GSE SF
Gateway Level 1 - Delta	156		
Gateway Level 2 - Delta	4,558		
<b>Sub Total</b>	<b>4,714</b>	<b>0</b>	
Terminal Level 0 - Delta	660		
Terminal Level 0 - Delta	379		
Terminal Level 0 - Delta	60		
Terminal Level 0 - Delta	60		
Terminal Level 0 - Delta	60		
Terminal Level 0 - Delta	60		
Terminal Level 0 - Delta	690		
Terminal Level 0 - Delta	213		
Terminal Level 0 - Delta	343		
Terminal Level 1 - Delta 1	16		
Terminal Level 1 - Delta 1	255		
Terminal Level 1 - Delta 1	16		
Terminal Level 1 - Delta 1	219		
Terminal Level 1 - Delta 1	275		
Terminal Level 1 - Delta 1	133		
Terminal Level 1 - Delta 1	551		
Terminal Level 1 - Delta 1	266		
Terminal Level 1 - Delta 2	463		
Terminal Level 1 - Delta 2	553		
Terminal Level 1 - Delta 2	166		
Terminal Level 1 - Delta 3		8,698	
Terminal Level 2 - Delta	1,577		
Terminal Level 2 - Delta	2,307		
Terminal Level 2 - Delta	525		
Terminal Level 2 - Delta	9		
Terminal Level 3 - Delta 1	8,004		
Terminal Level 3 - Delta 1	4,148		
Terminal Level 3 - Delta 1	2,731		
Terminal Level 3 - Delta 1	398		
Terminal Level 3 - Delta 1	69		
Terminal Level 3 - Delta 1	1,179		
Terminal Level 3 - Delta 2	19,163		
Terminal Level 3 - Delta 3	1,263		
Terminal Level 3 - Delta 3	188		
Terminal Level 3 - Delta 3	0		

Terminal Level 3 - Delta 3	2,591		
Terminal Level 3 - Delta 3	6,704		
Terminal Level 3 - Delta 4	2,423		
Terminal Level 3 - Delta 4	202		
Terminal Level 3 - Delta 4		763	
Terminal Ramp Control Cab Level - Delta 5	1,424		
<b>Sub Total</b>	<b>60,343</b>	<b>9,461</b>	
South Concourse West - Level 1 - Delta - 1	590		
South Concourse West - Level 1 - Delta - 2	1,739		
South Concourse West - Level 1 - Delta - 2	7,309		
South Concourse West - Level 1&3 - Delta - 5	503		
South Concourse West - Level 1 - Delta - 3	2,307		
South Concourse West - Level 1 - Delta - 3	1,386		
South Concourse West - Level 1 - Delta - 3	1,362		
South Concourse West - Level 1 - Delta - 3	2,758		
South Concourse West - Level 1 - Delta - 3	224		
South Concourse West - Level 1&3 - Delta - 5	99		
South Concourse West - Level 1&3 - Delta - 5	269		
South Concourse West - Level 1 - Delta - 1	106		
South Concourse West - Level 1 - Delta - 1	2,140		
South Concourse West - Level 1&3 - Delta - 5	96		
South Concourse West - Level 1&3 - Delta - 5	90		
South Concourse West - Level 1&3 - Delta - 5	135		
South Concourse West - Level 1&3 - Delta - 5	176		
South Concourse West - Level 1&3 - Delta - 5	83		
South Concourse West - Level 1&3 - Delta - 5	178		
South Concourse West - Level 1 - Delta - 2	2,930		
South Concourse West - Level 1&3 - Delta - 5	70		
South Concourse West - Level 1 - Delta - 4		10,131	
South Concourse West - Level 1 - Delta - 5		926	
South Concourse West - Level 1 - Delta - 5		926	
South Concourse West - Level 2 - Delta - 1	14,731		
South Concourse West - Level 2 - Delta - 2	6,439		
South Concourse West - Level 2 - Delta - 2	6,367		
South Concourse West - Level 2 - Delta - 3	5,465		
South Concourse West - Level 2 - Delta - 3	5,450		
South Concourse West - Level 2 - Delta - 4	1,014		
South Concourse West - Level 2 - Delta - 4	7,341		
South Concourse West - Level 2 - Delta - 4	5,646		
South Concourse West - Level 2 - Delta - 5	9,381		
South Concourse West - Level 2 - Delta - 5	6,155		
South Concourse West - Level 2 - Delta - 6	6,128		



South Concourse West - Level 1&3 - Delta - 5	554		
<b>Sub Total</b>	<b>99,221</b>	<b>11,983</b>	
South Concourse East - Level 2 - Delta 0	0		
South Concourse East - Level 3 - Delta 1	8,840		
South Concourse East - Level 3 - Delta 1		1,551	
<b>Sub Total</b>	<b>8,840</b>	<b>1,551</b>	
Phase 1 NCP Level 1 - Delta 1	1,267		
Phase 1 NCP Level 1 - Delta 1	692		
Phase 1 NCP Level 1 - Delta 1	582		
Phase 1 NCP Level 1 - Delta 2	808		
Phase 1 NCP Level 1 - Delta 2	4,321		
Phase 1 NCP Level 1 - Delta 2	264		
Phase 1 NCP Level 1 - Delta 2	120		
Phase 1 NCP Level 1 - Delta 3		2,831	
Phase 1 NCP Level 1 - Delta 4-1		12,382	
Phase 1 NCP Level 1 - Delta 4-1, 2		1,378	
Phase 1 NCP Level 1 - Delta 5		42	
Phase 1 NCP Level 1 - Delta 5		72	
Phase 1 NCP Level 1 - Delta 5		42	
Phase 1 NCP Level 1 - Delta 5		42	
Phase 1 NCP Level 1 - Delta 5		53	
Phase 1 NCP Level 1 - Delta 5		147	
Phase 1 NCP Level 1 - Delta 5		72	
Phase 1 NCP Level 1 - Delta 6		2116	
Phase 1 NCP Level 1 - Delta 6		147	
Phase 1 NCP Level 1 - Delta 6		147	
Phase 1 NCP Level 1 - Delta 6		147	
Phase 1 NCP Level 1 - Delta 6		2,116	
Phase 1 NCP Level 2 - Delta 1	21,718		
Phase 1 NCP Level 2 - Delta 2	5,474		
Phase 1 NCP Level 2 - Delta 3	264		
<b>Sub Total</b>	<b>35,510</b>	<b>21,734</b>	
<b>GSE Ground Lease</b>			178,050
<b>MX Trailer Leasehold</b>		1,440	
<b>Sub Total</b>	<b>0</b>	<b>1,440</b>	<b>178,050</b>
<b>Total</b>	<b>208,628</b>	<b>46,169</b>	<b>178,050</b>

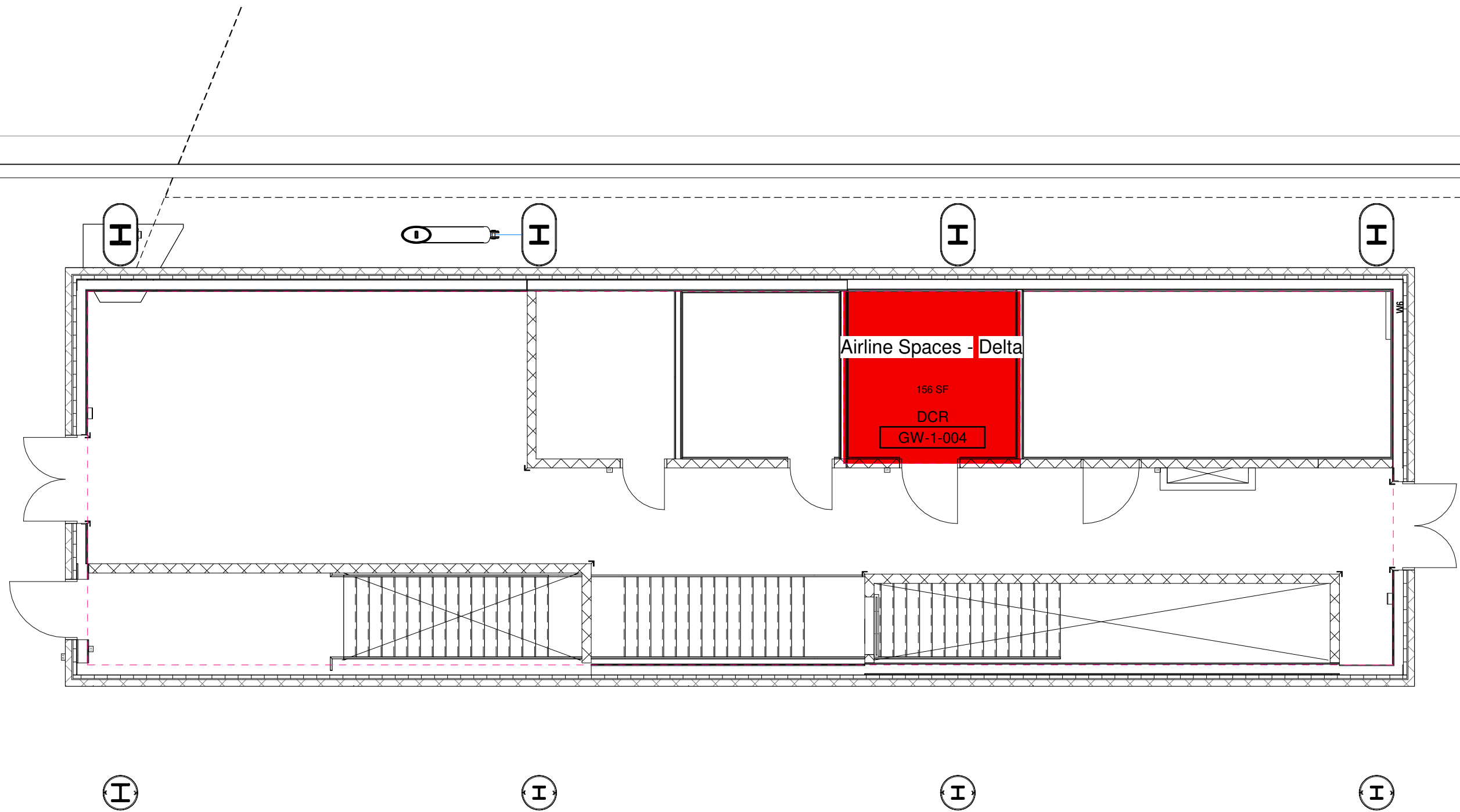


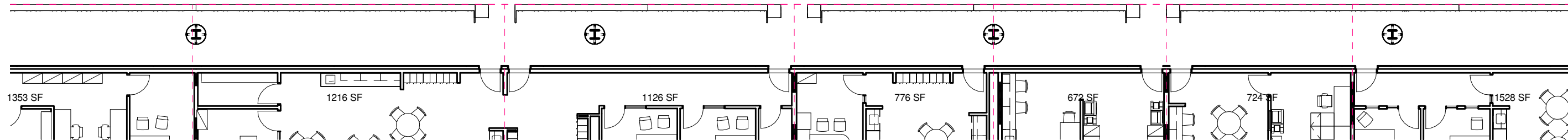
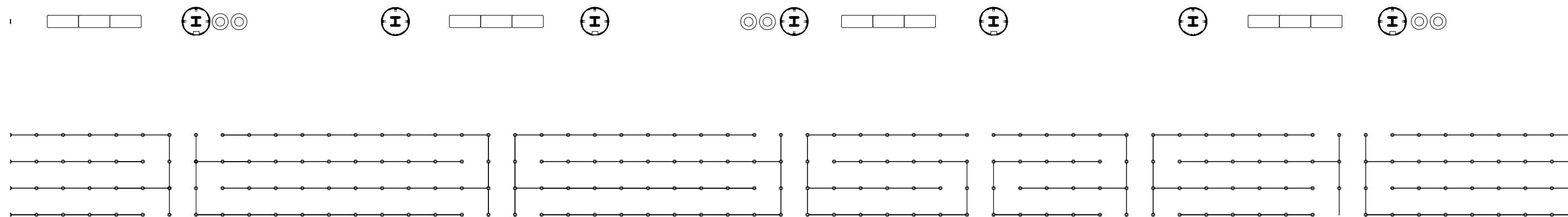
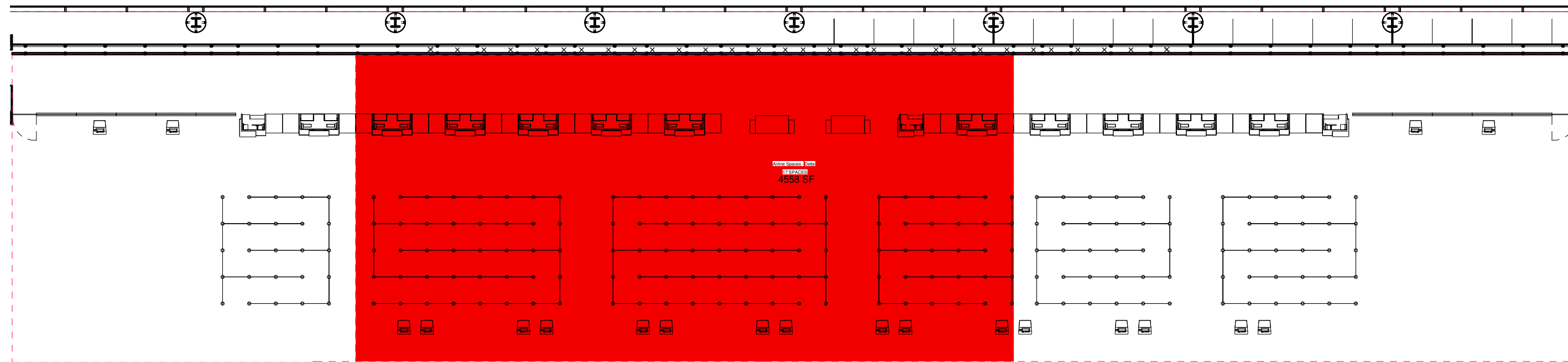


 Delta Unconditioned 1,440 sq ft

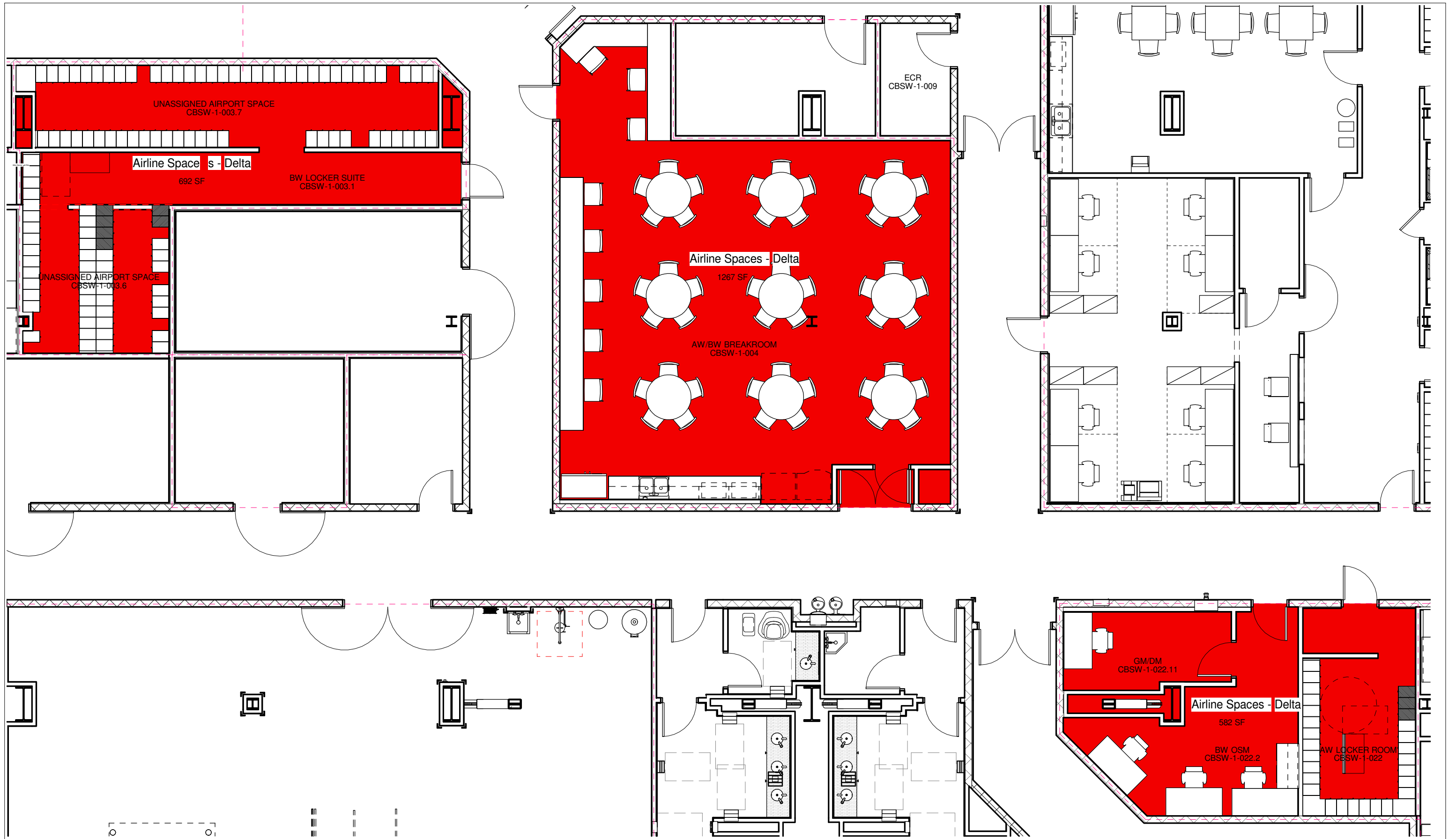


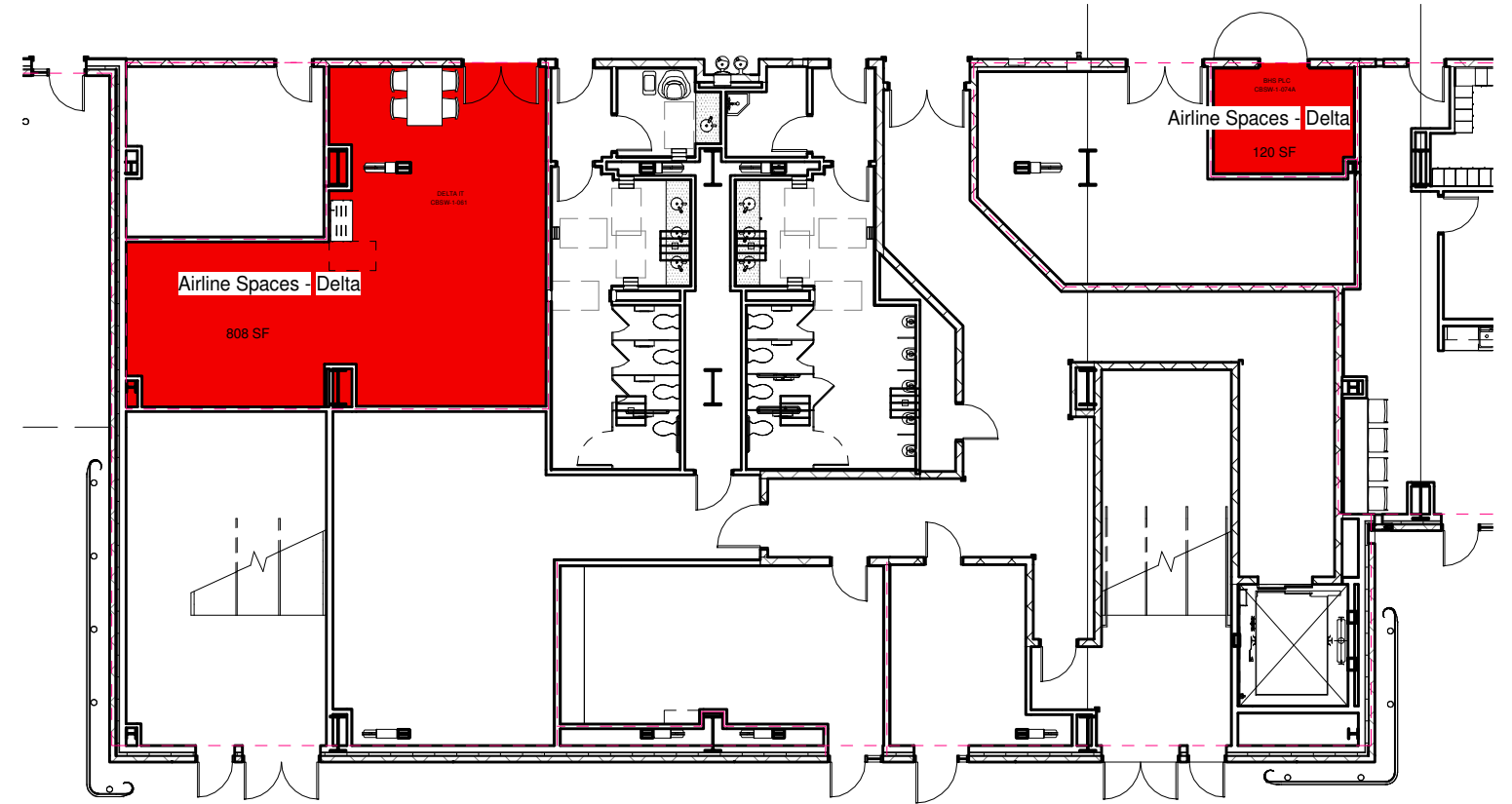
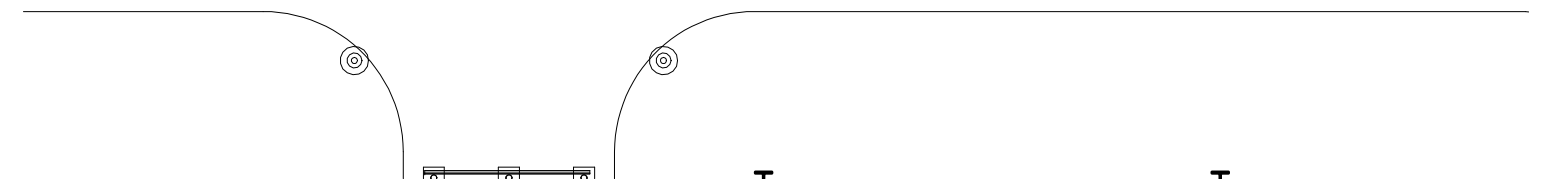
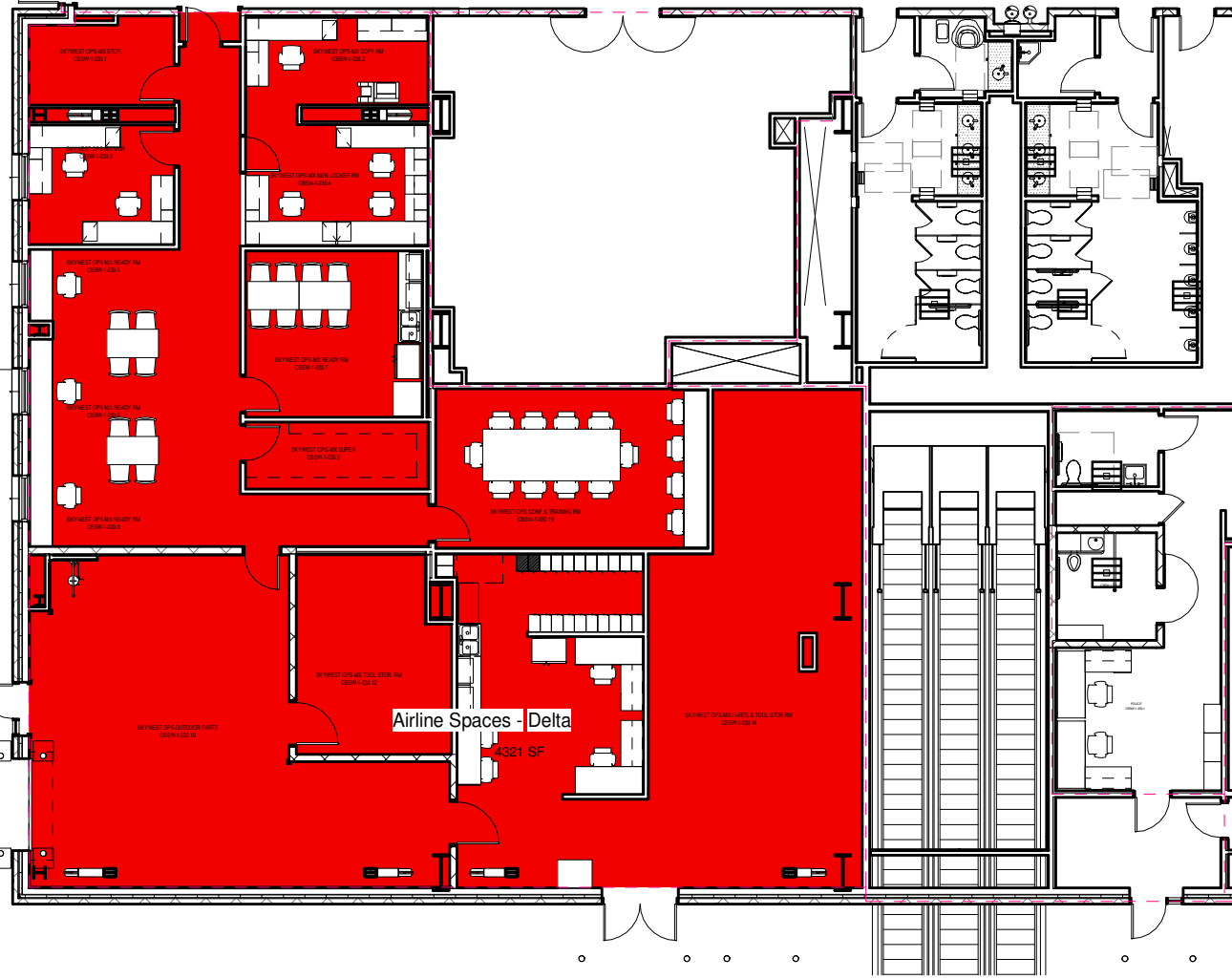
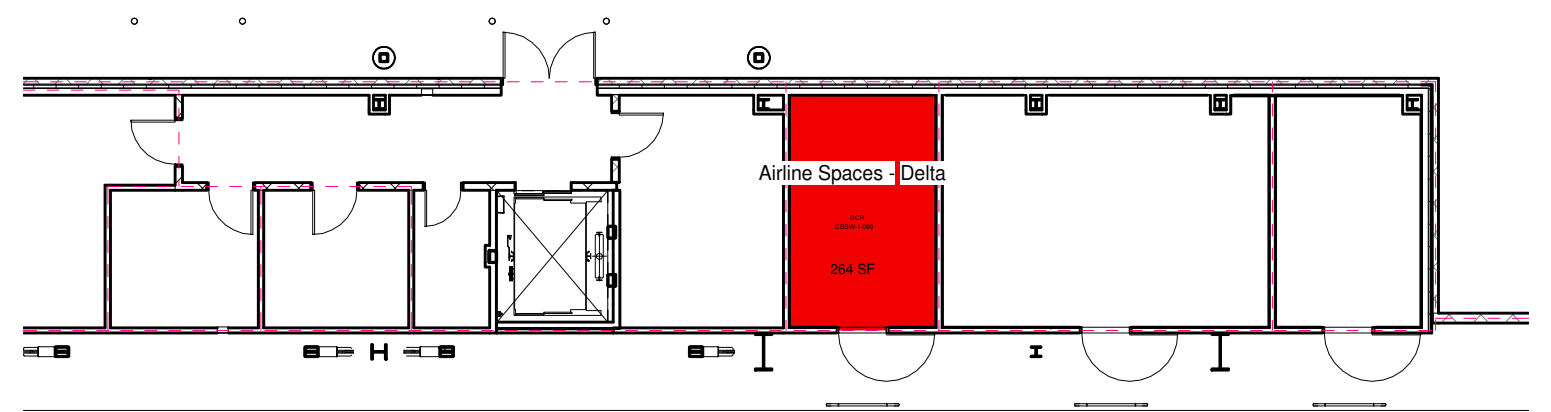
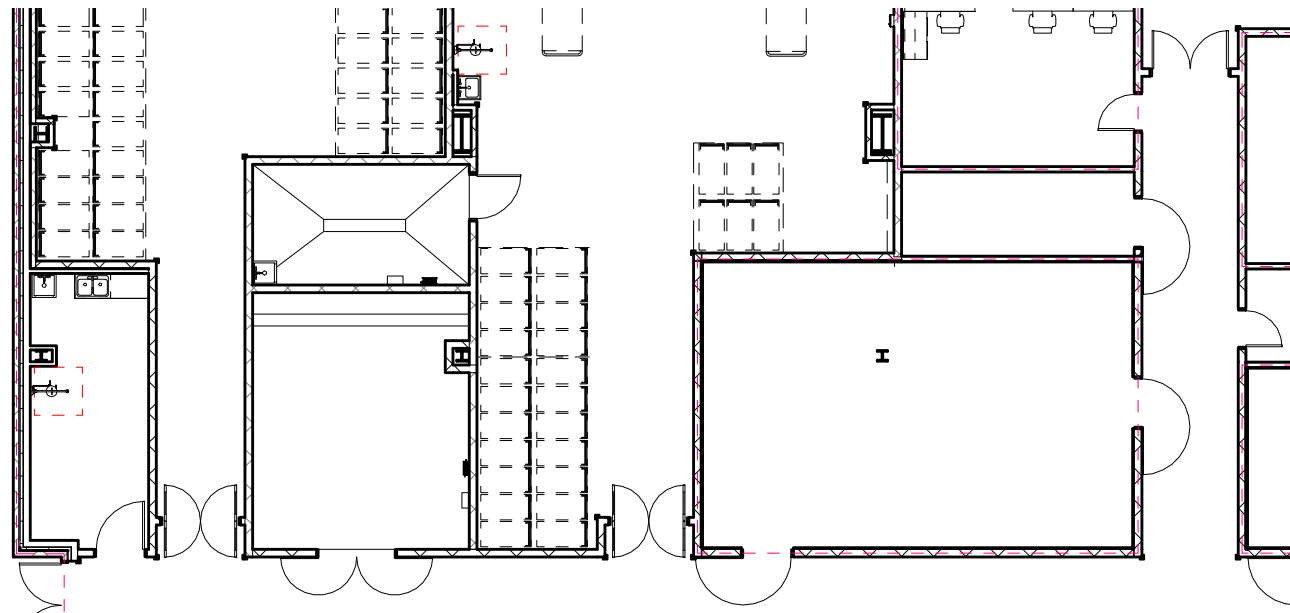


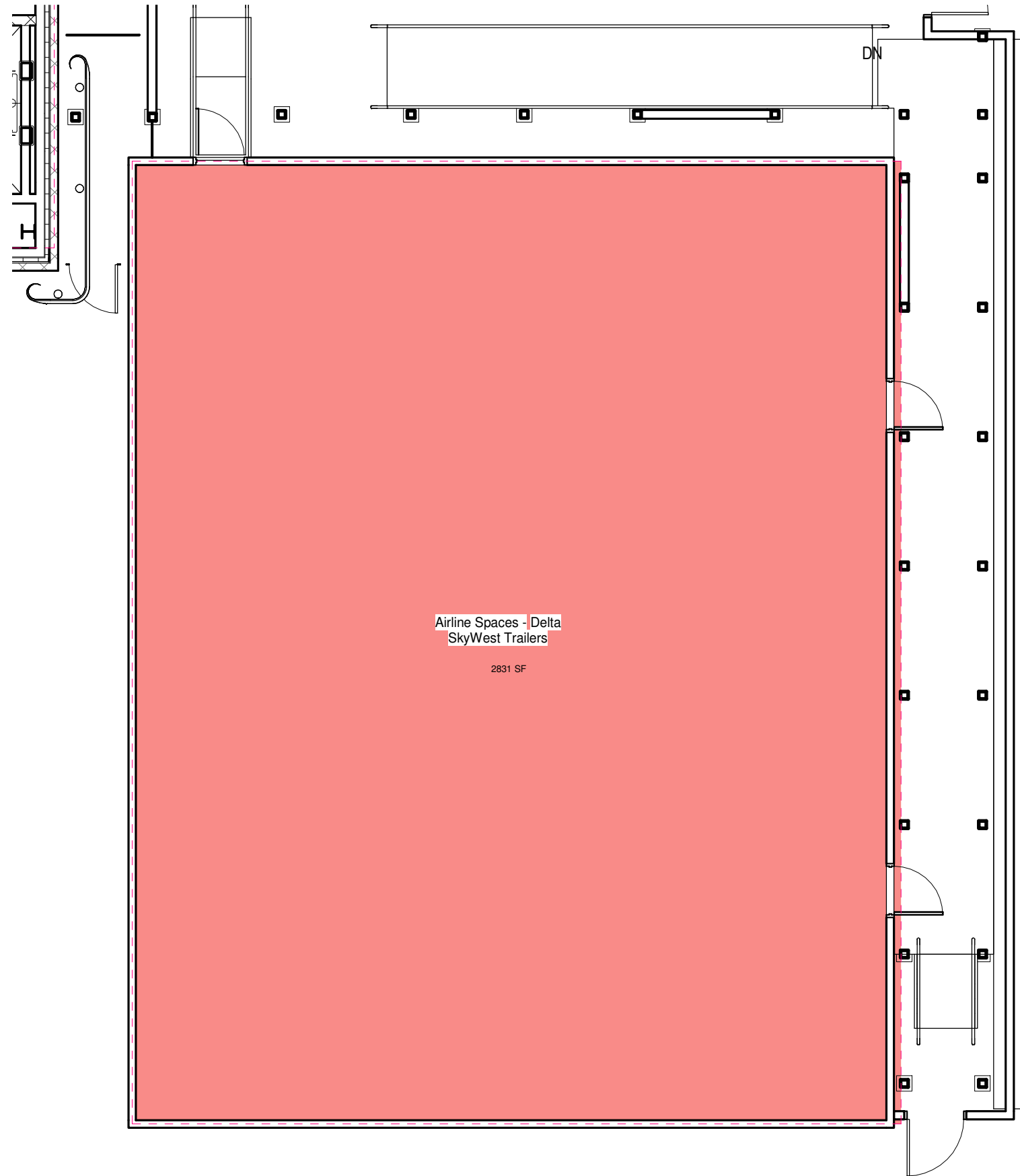


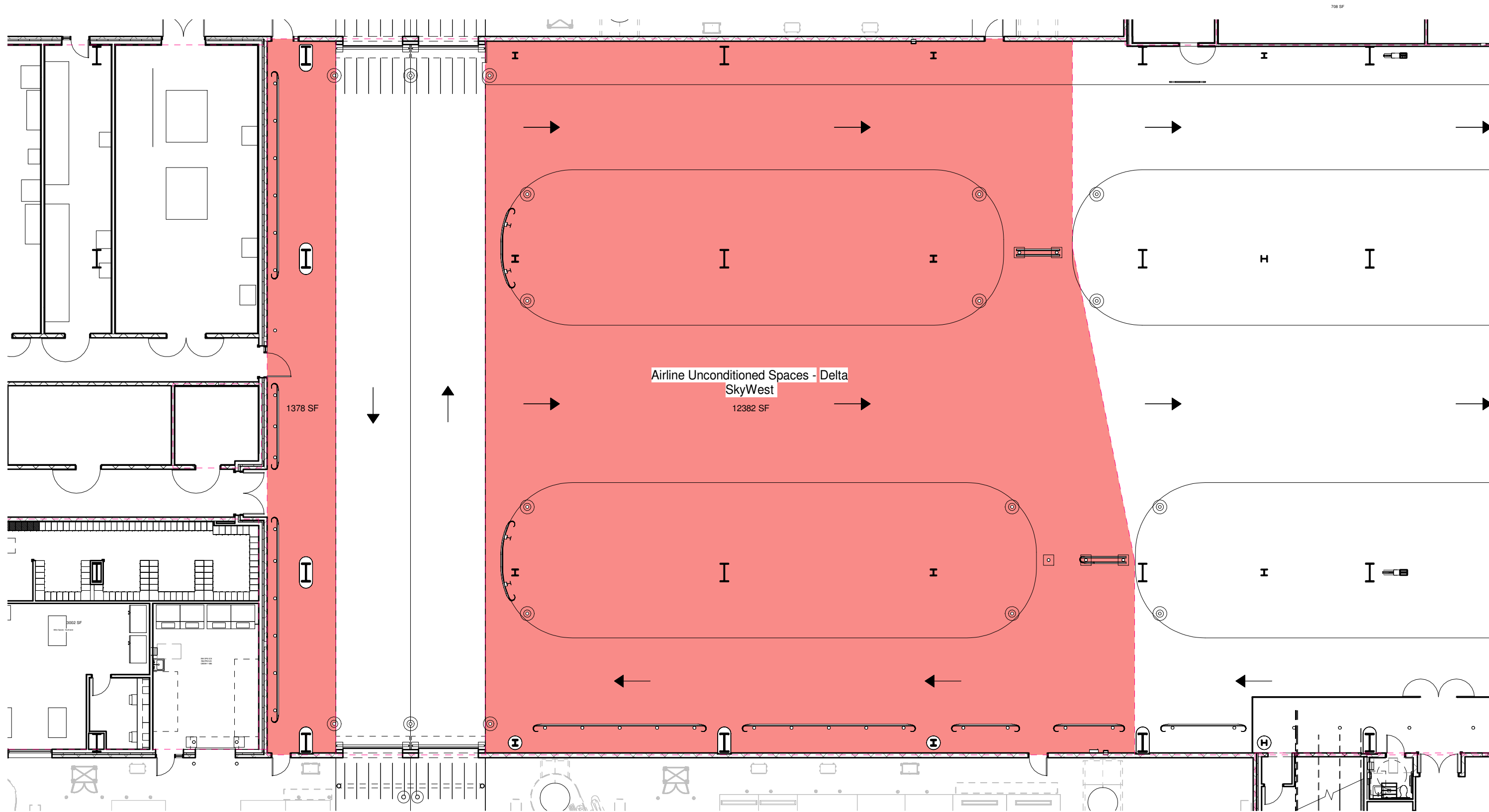


1353 SF      1216 SF      1126 SF      776 SF      672 SF      724 SF      1528 SF

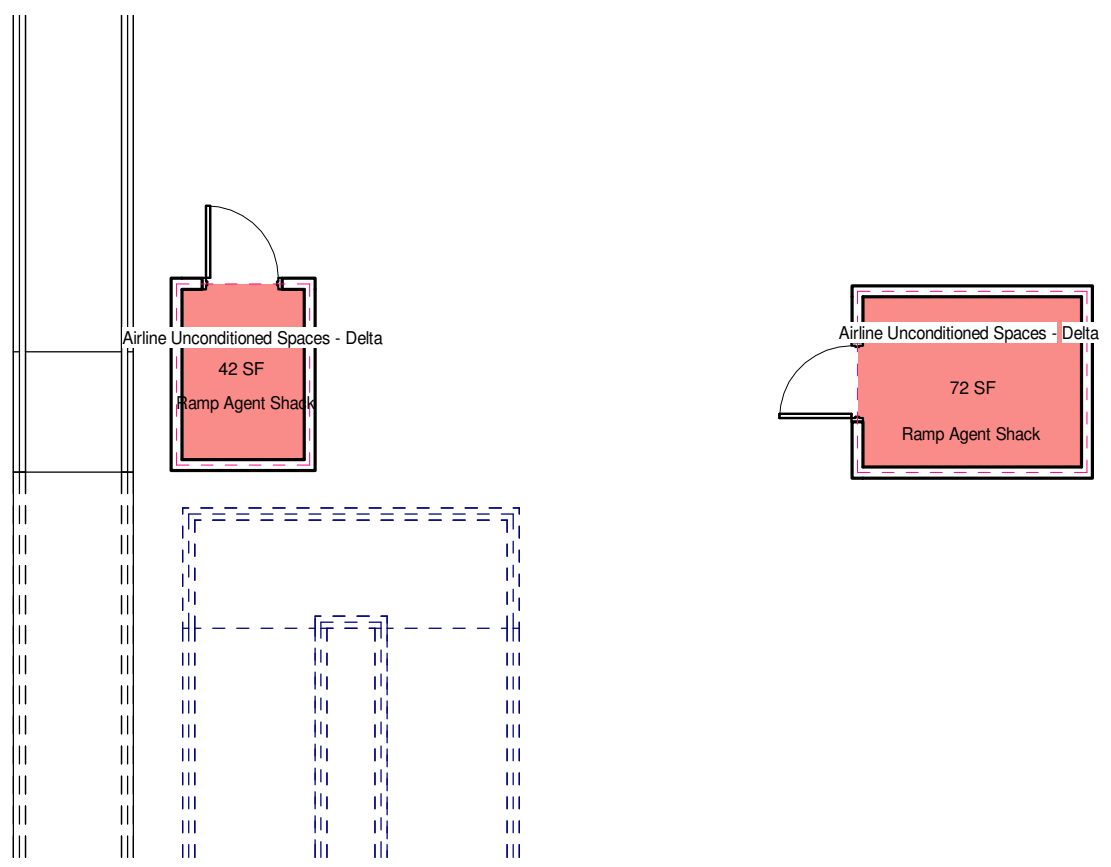
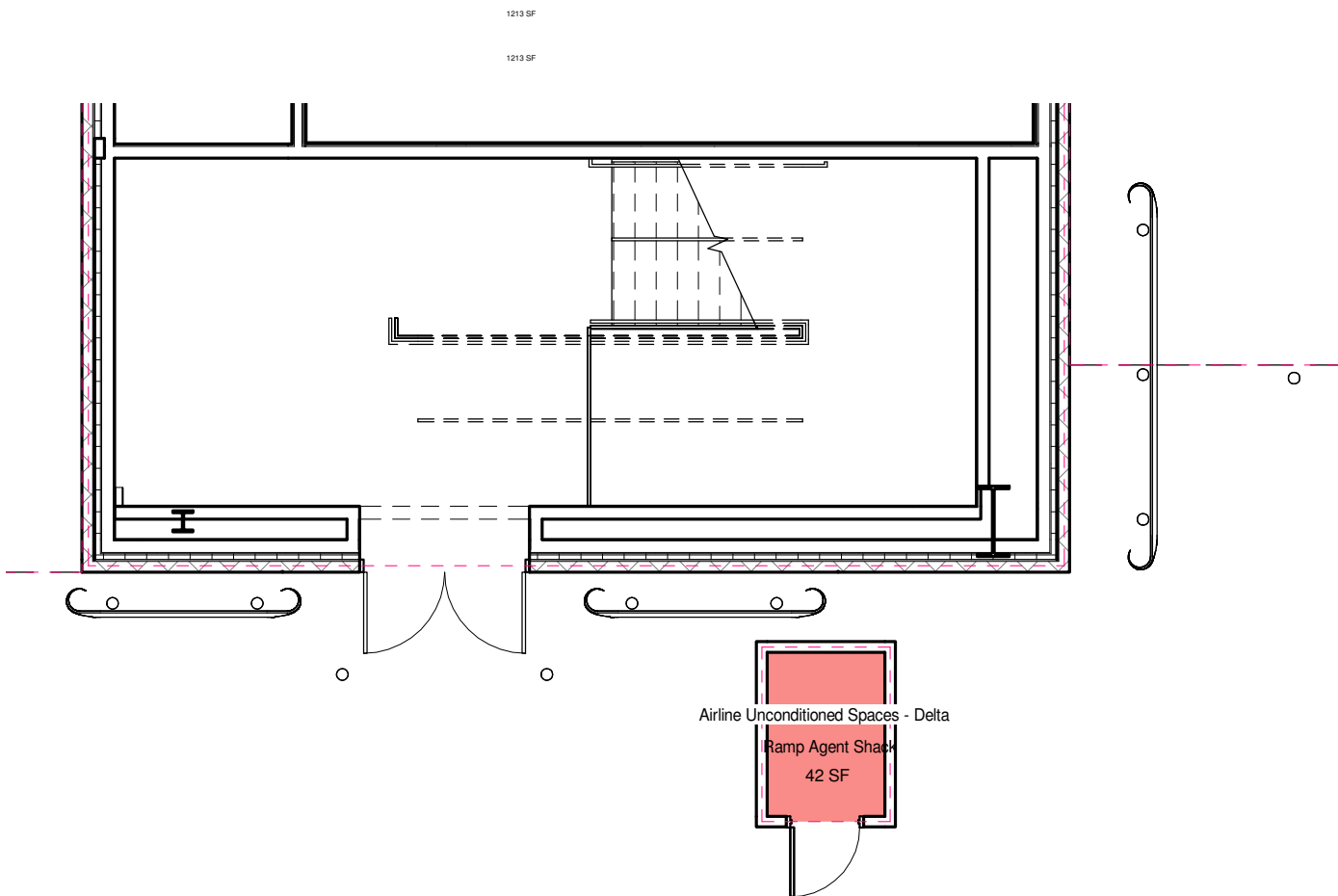
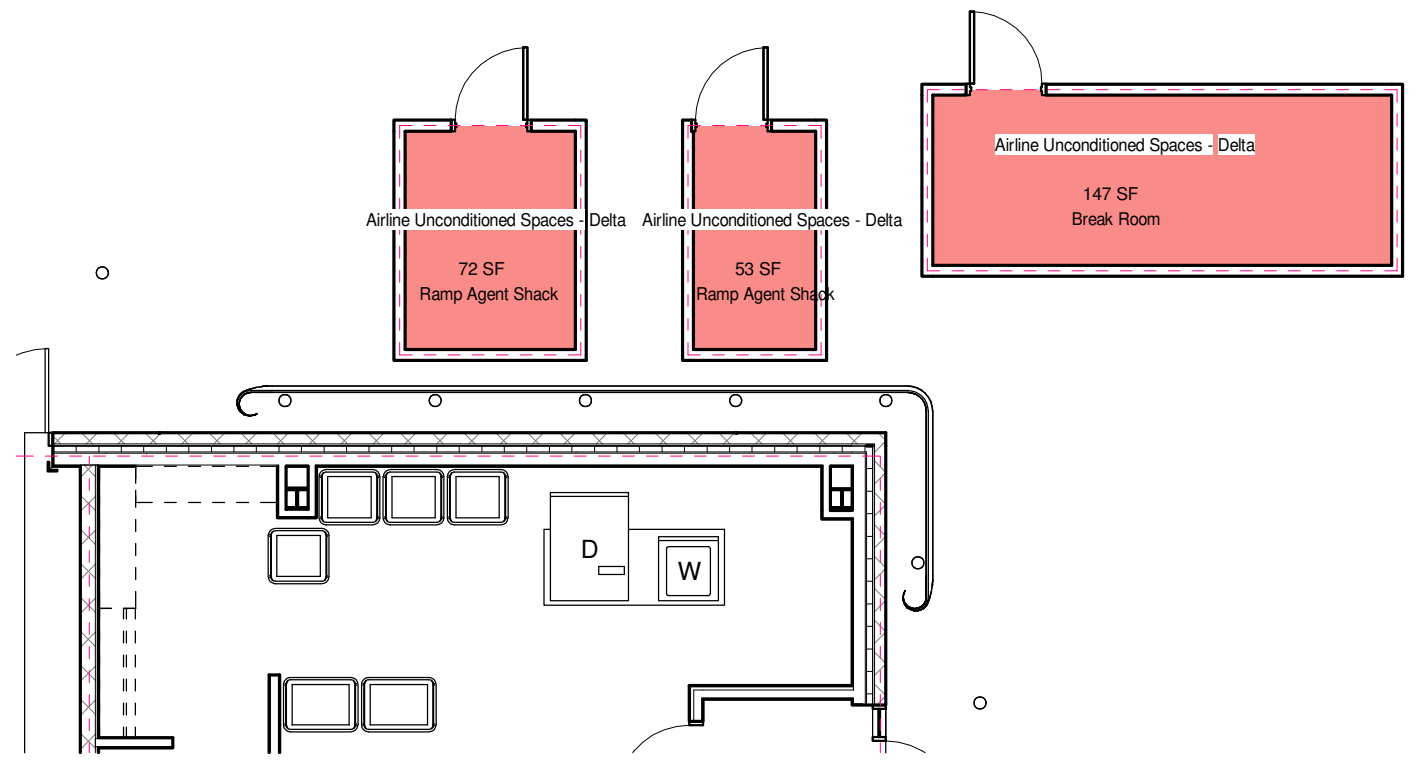
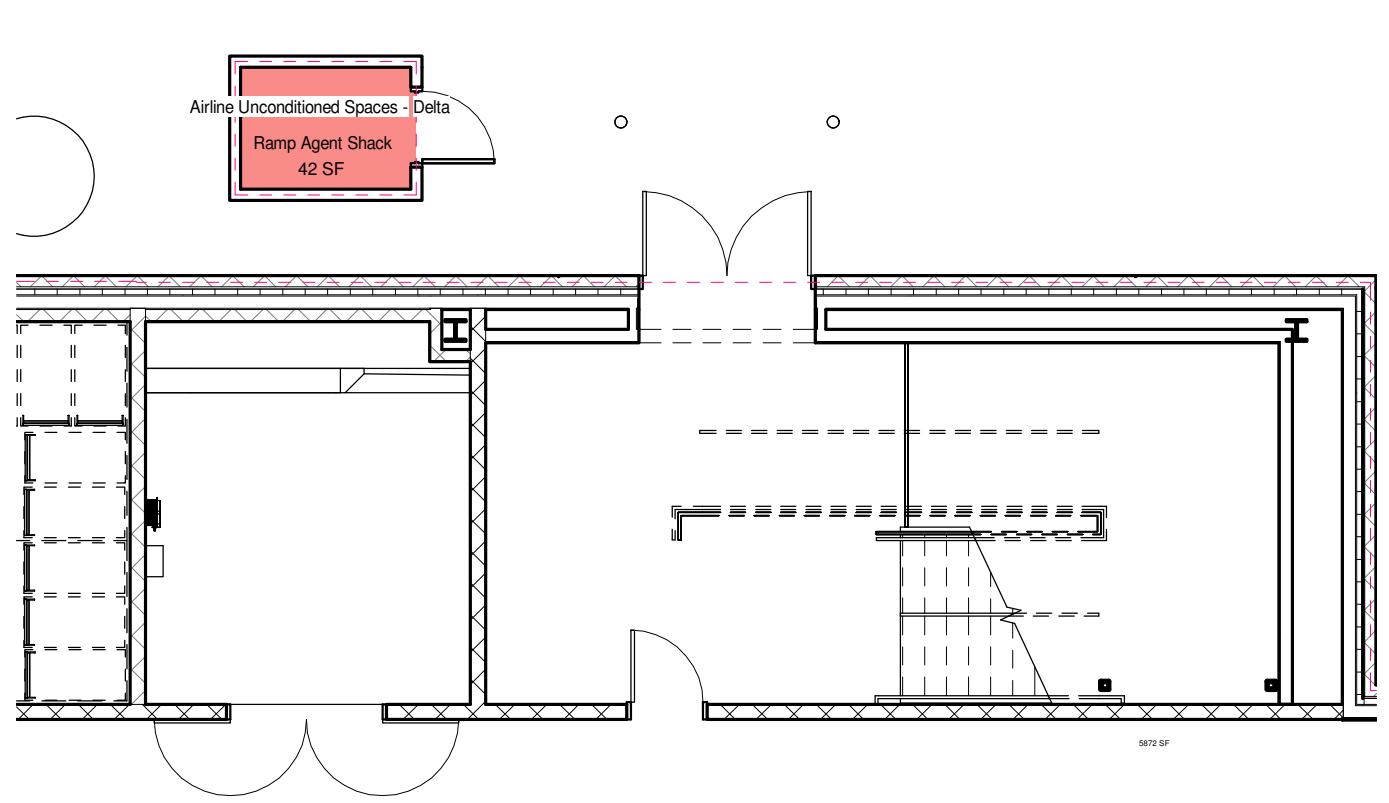


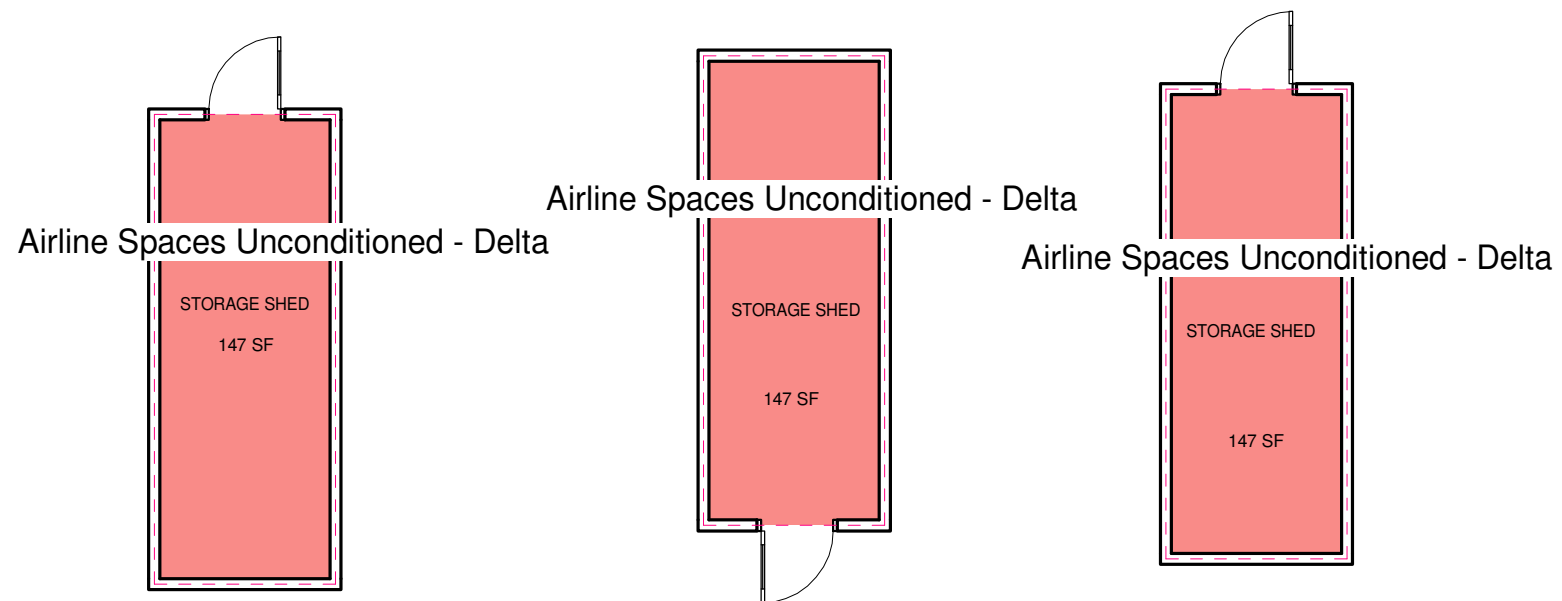
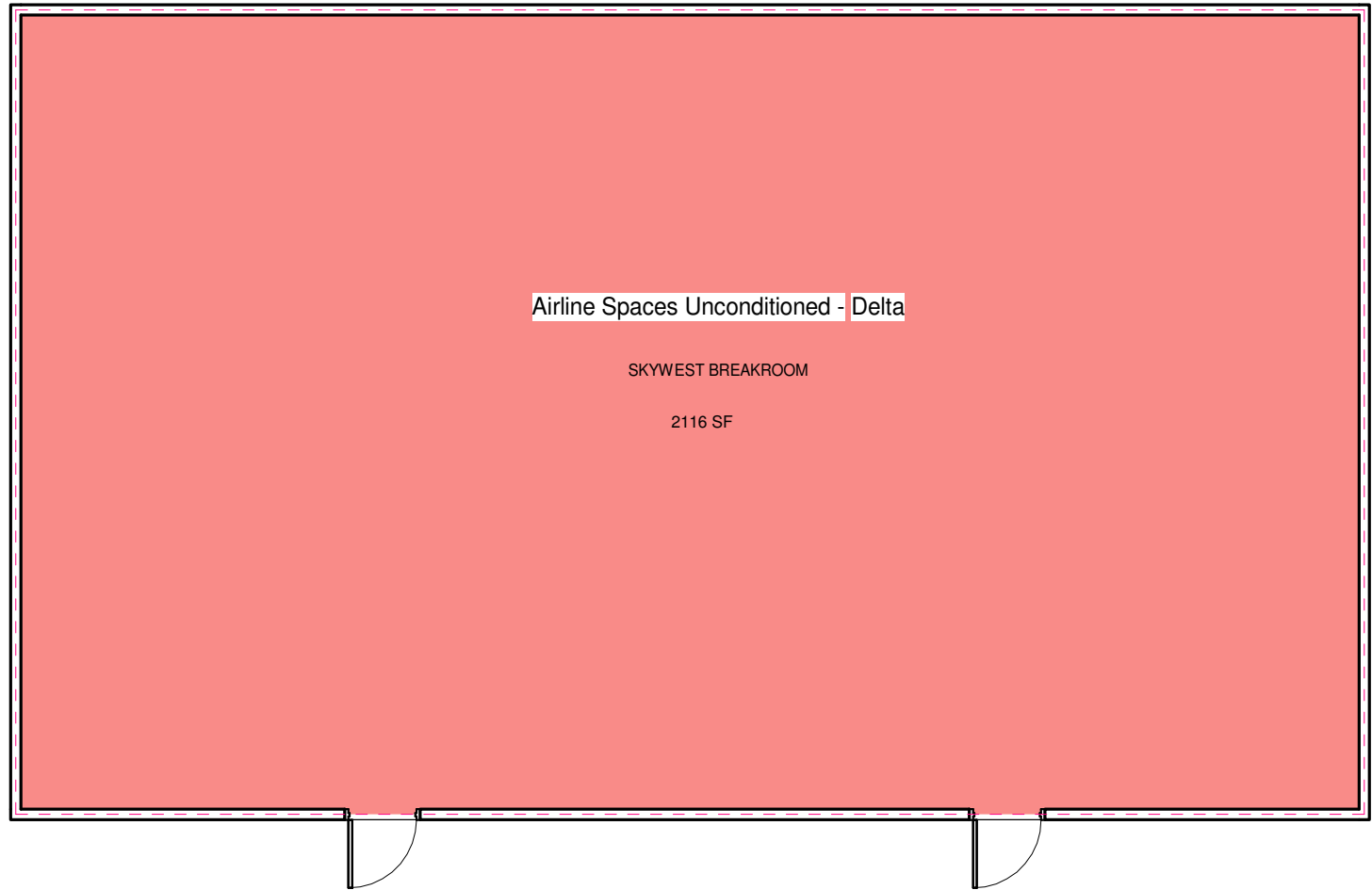
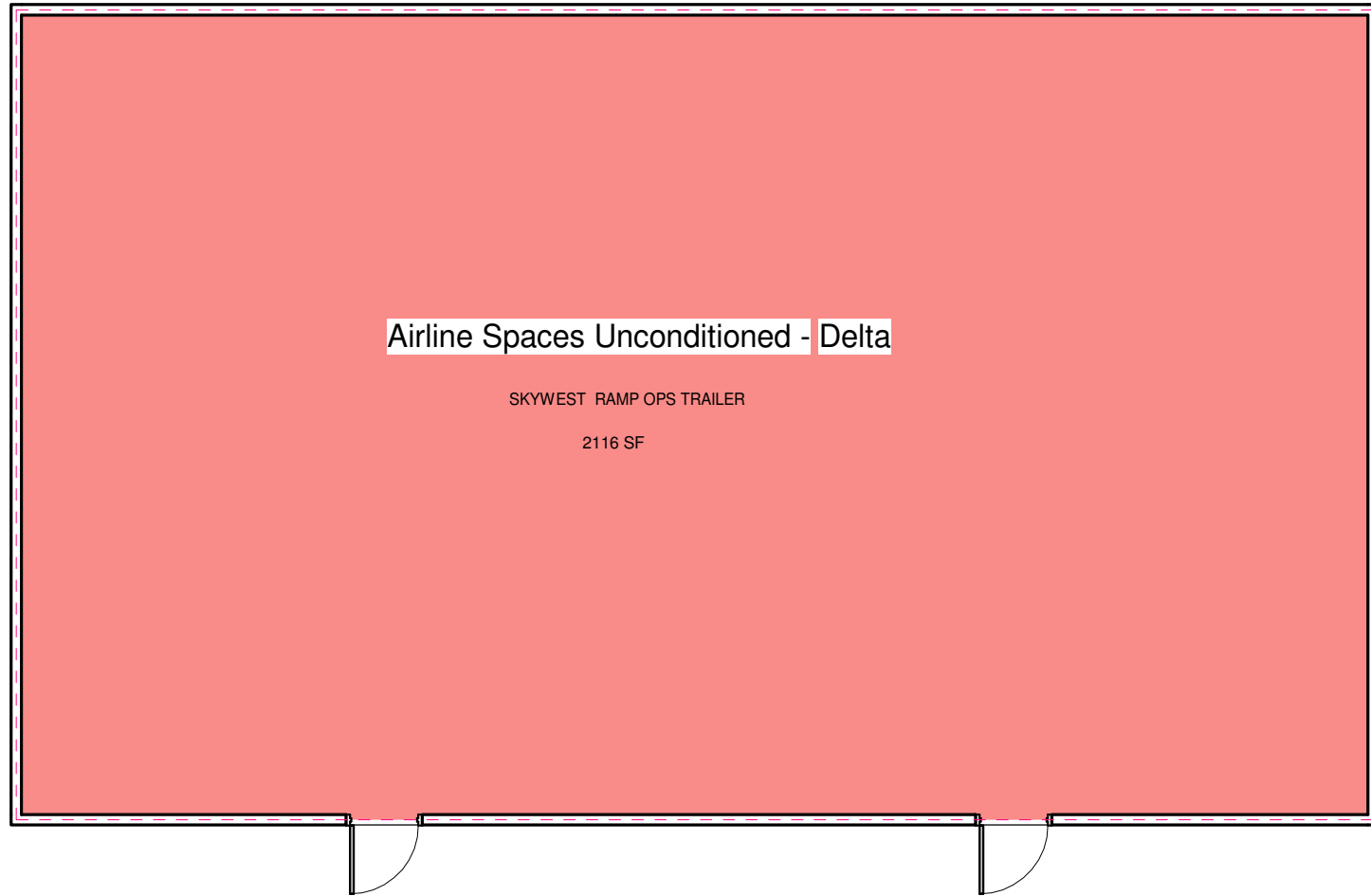


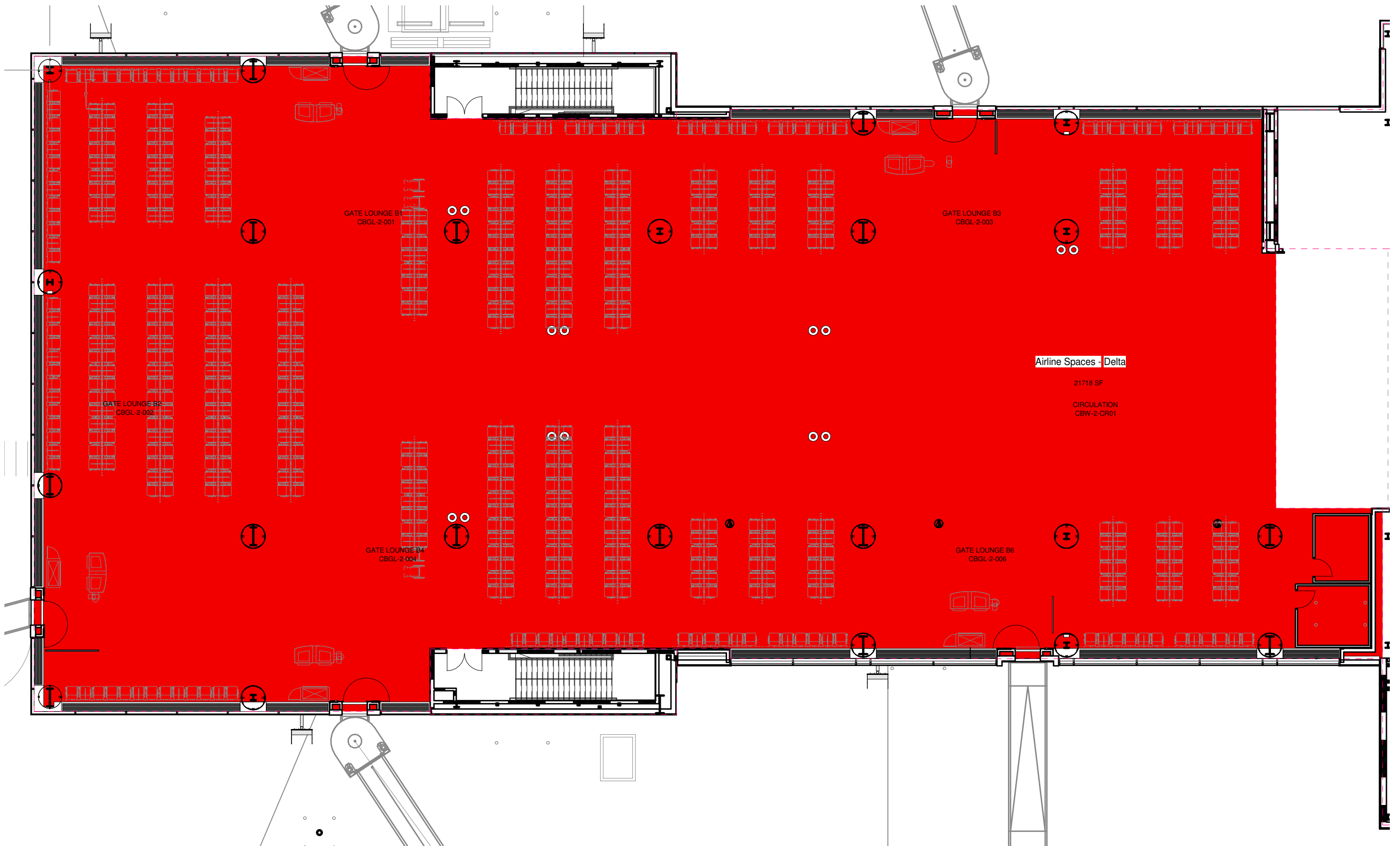


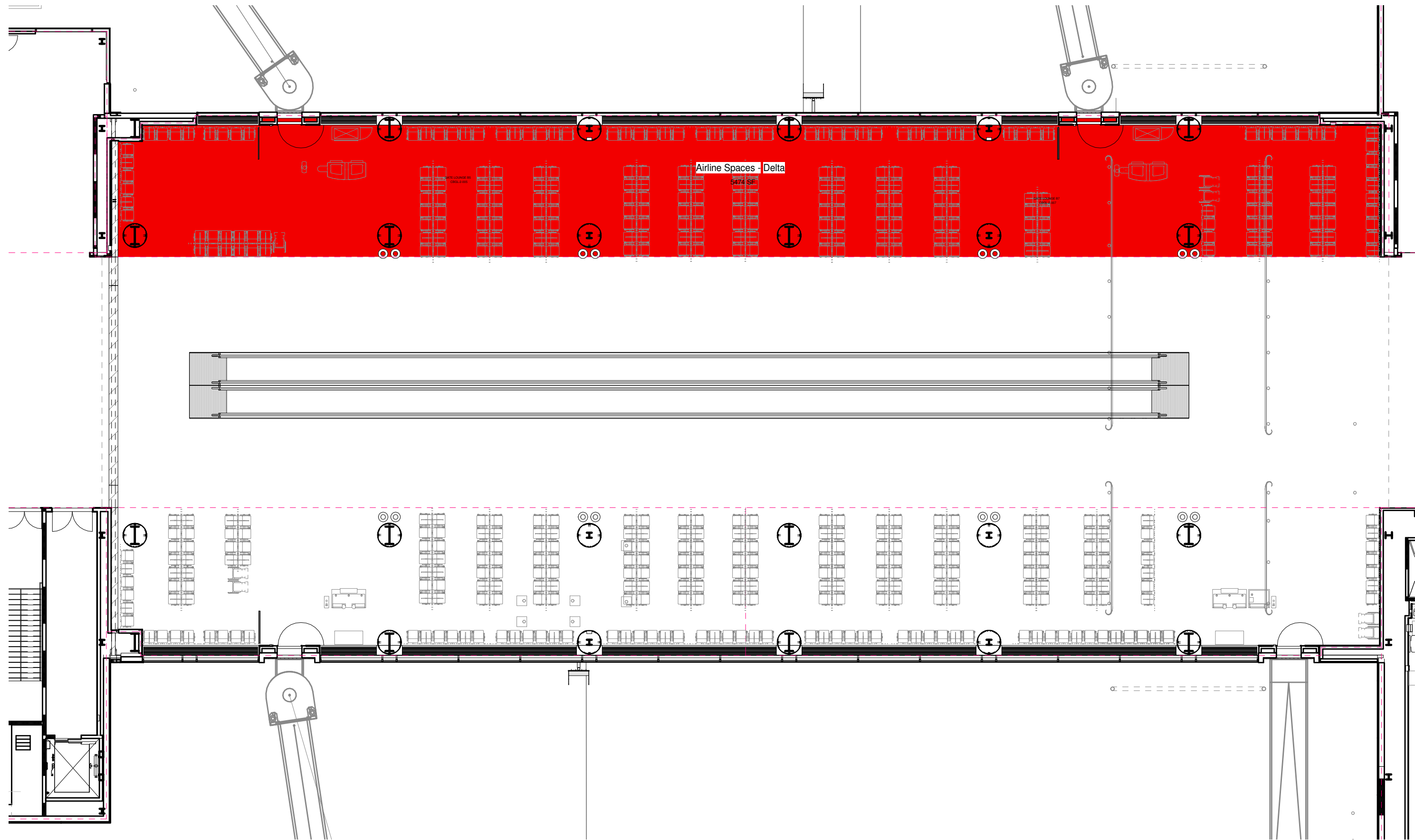






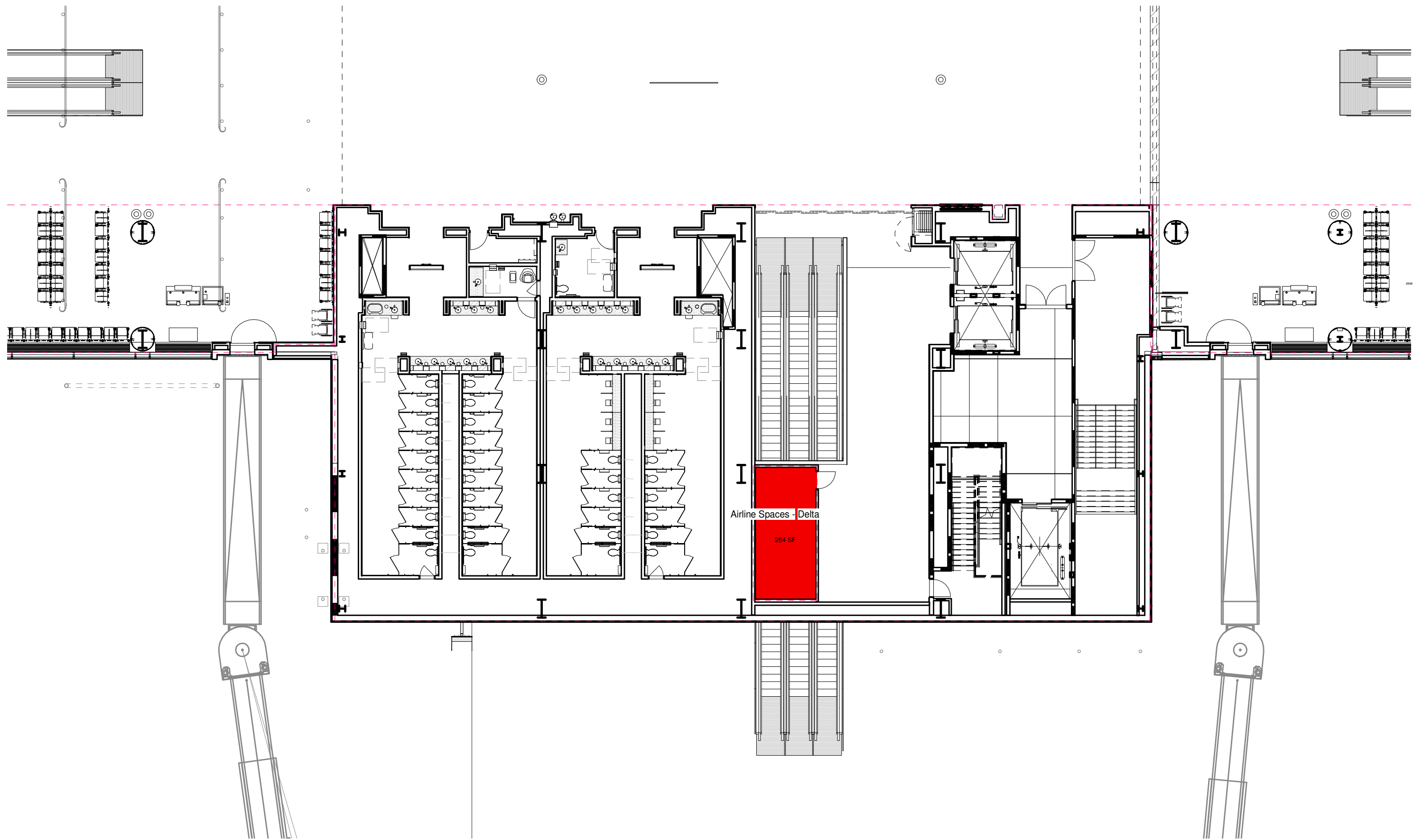


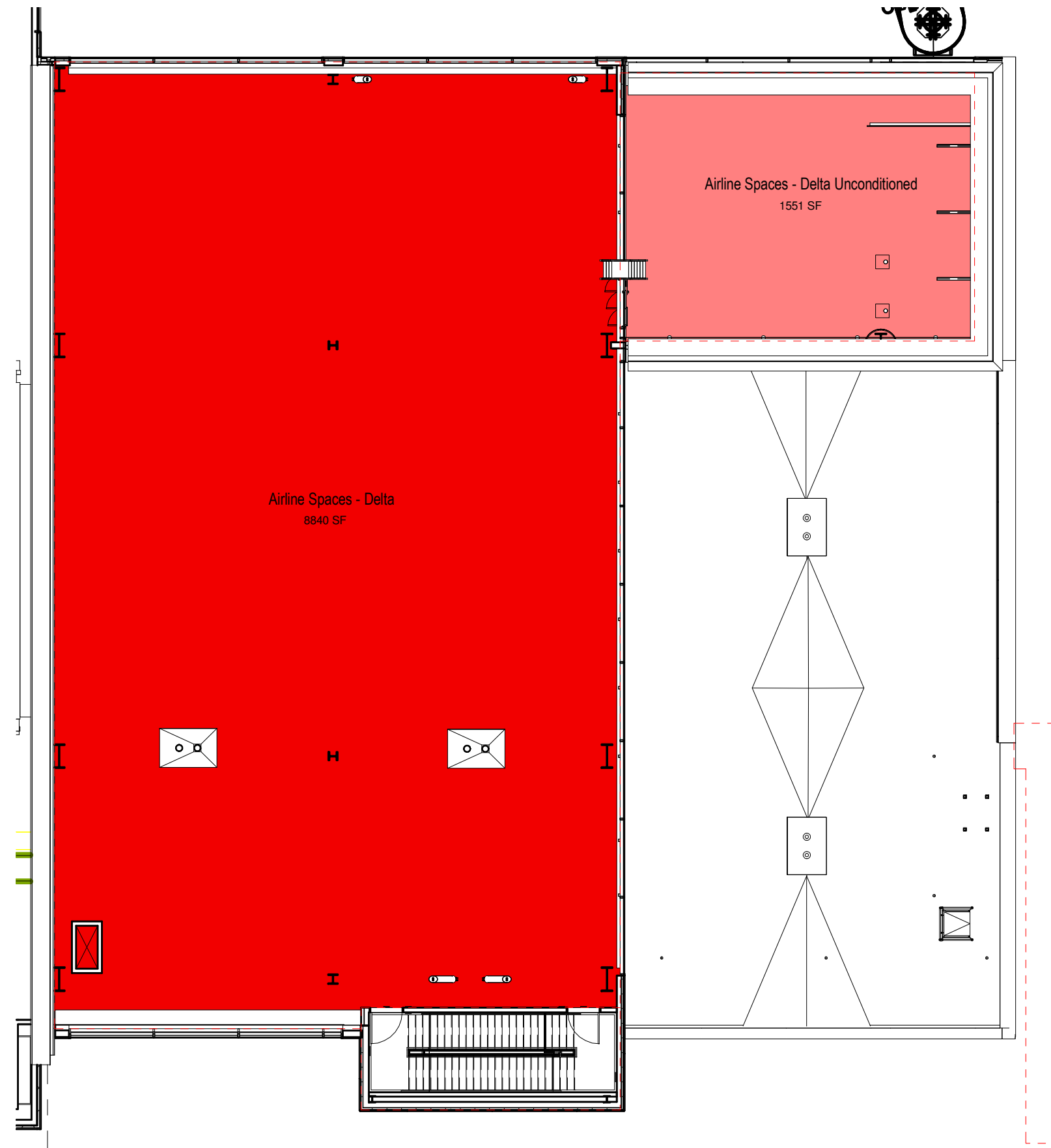


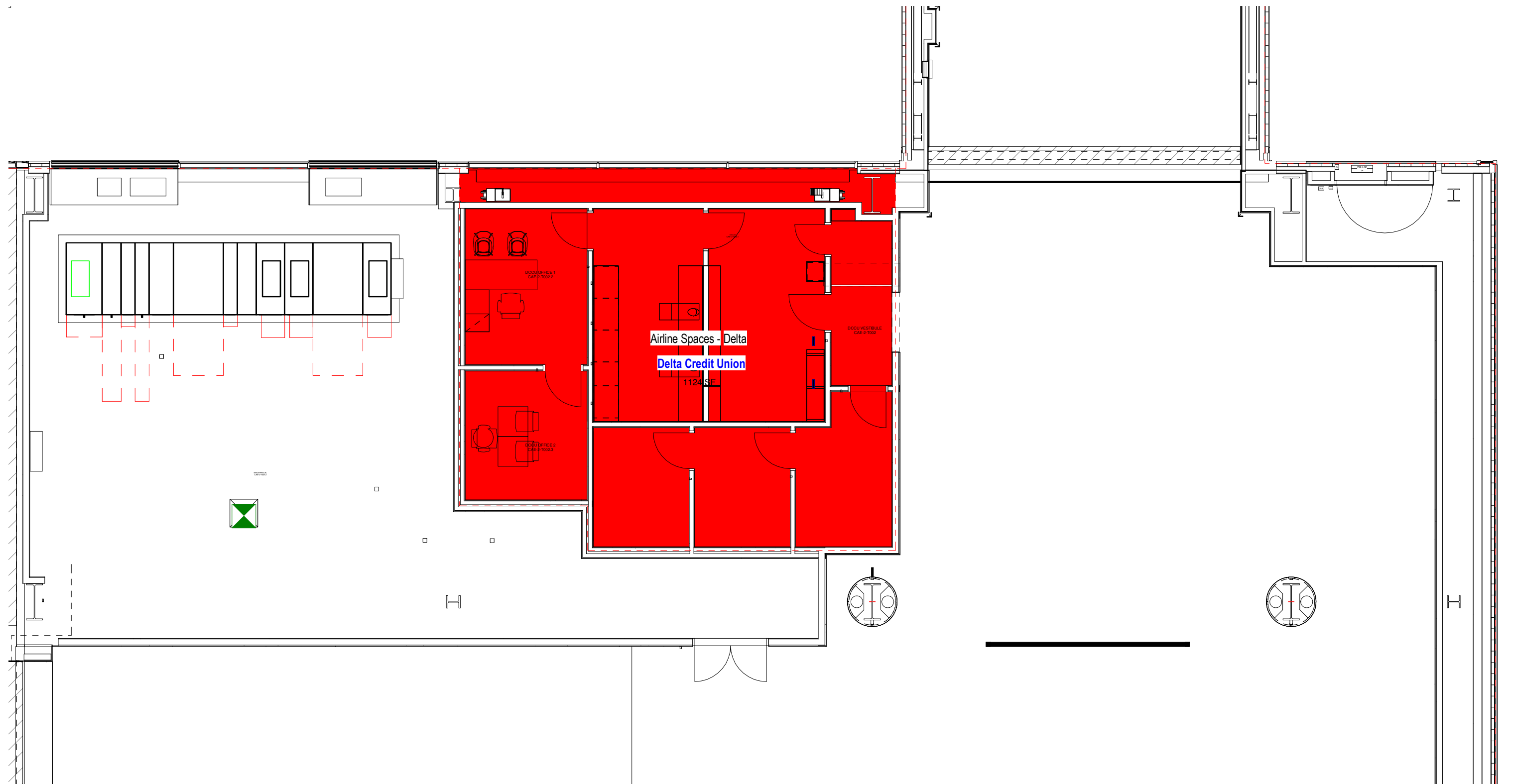


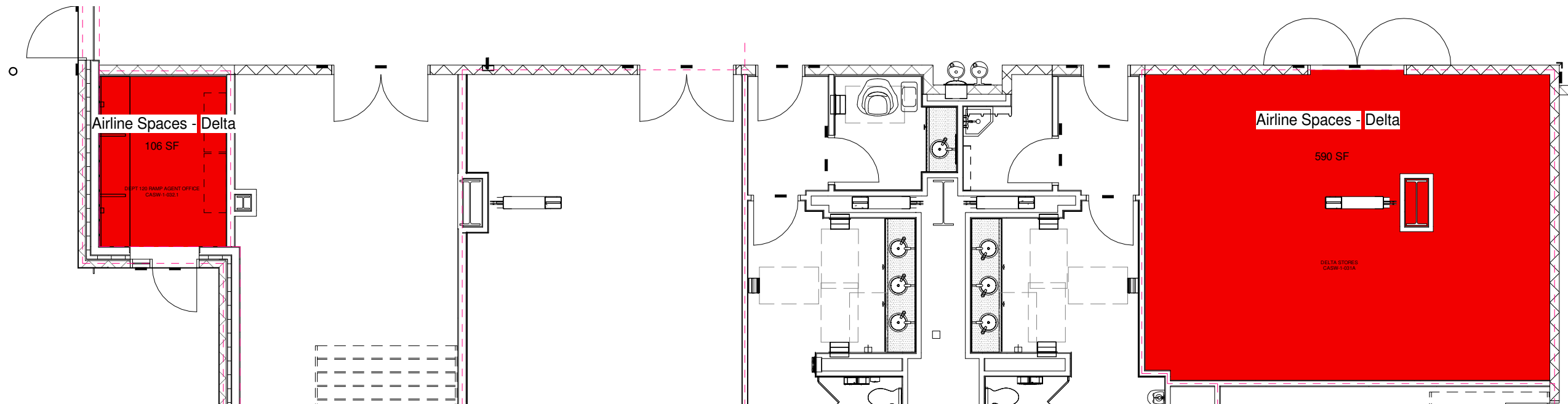
Airline Spaces - Delta

5474 SF





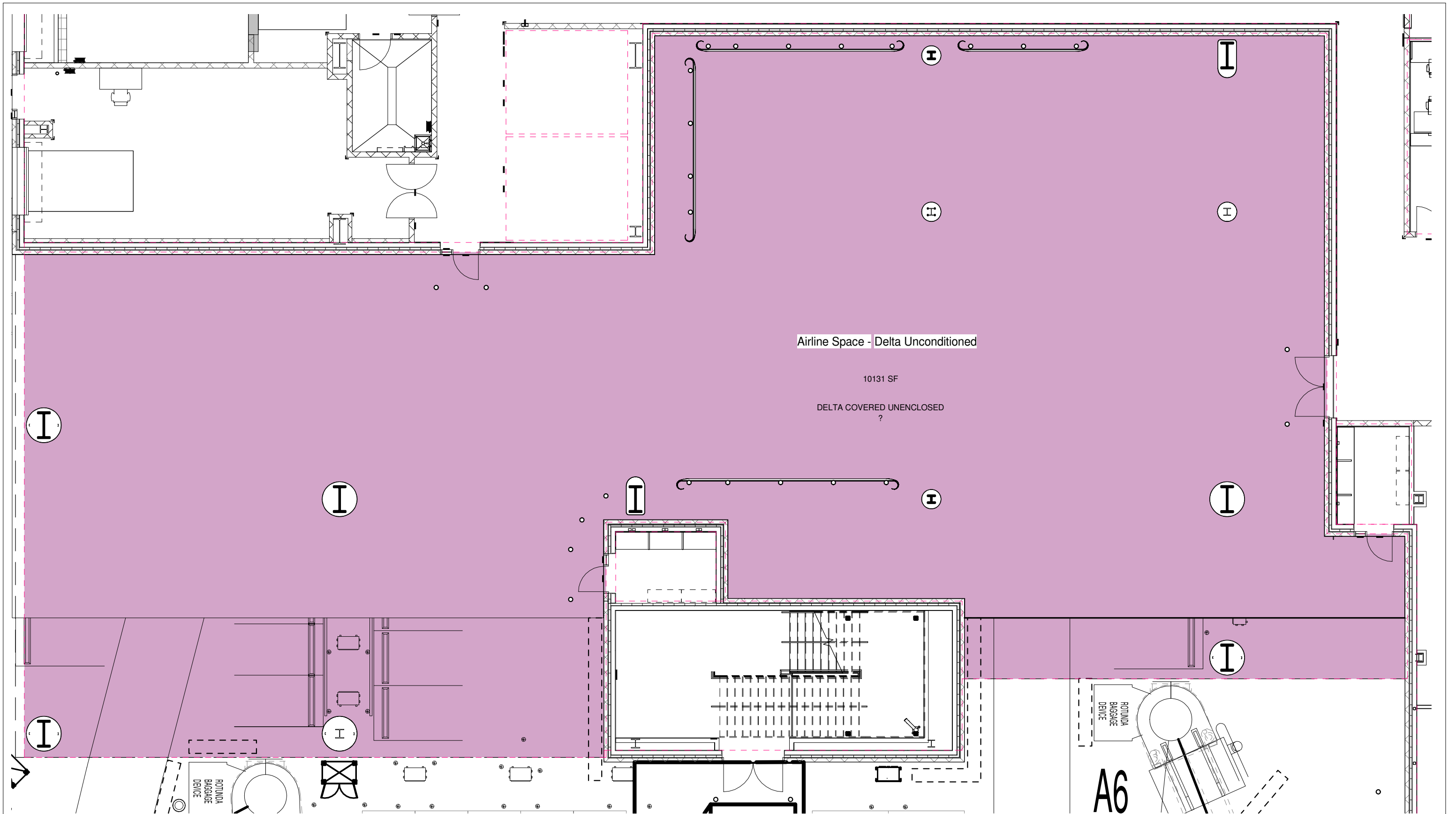


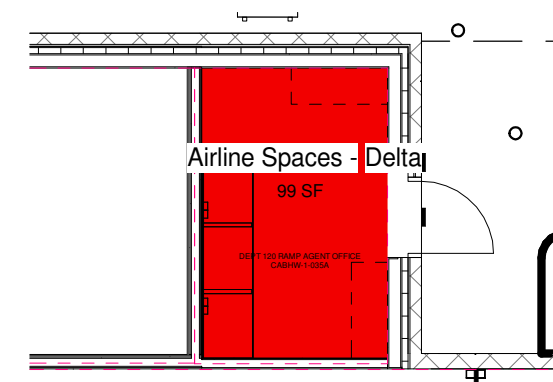
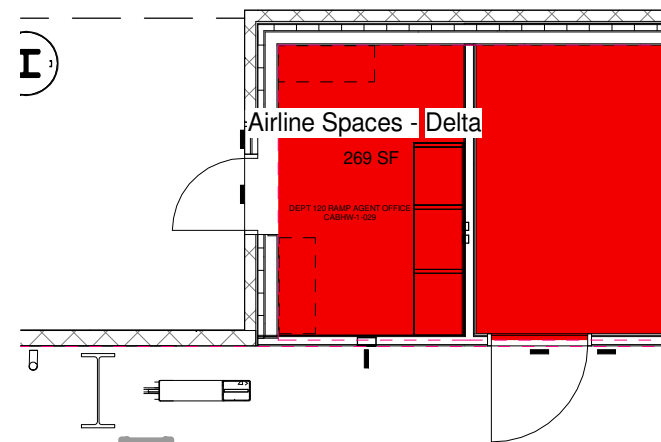
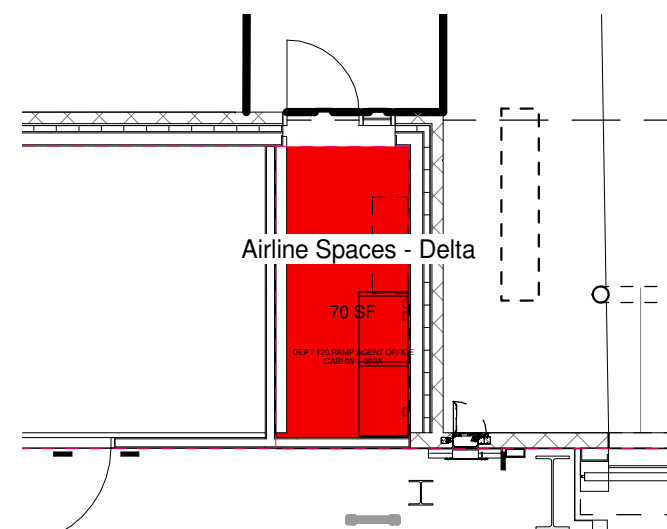
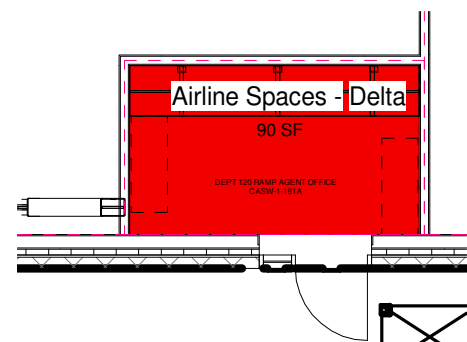
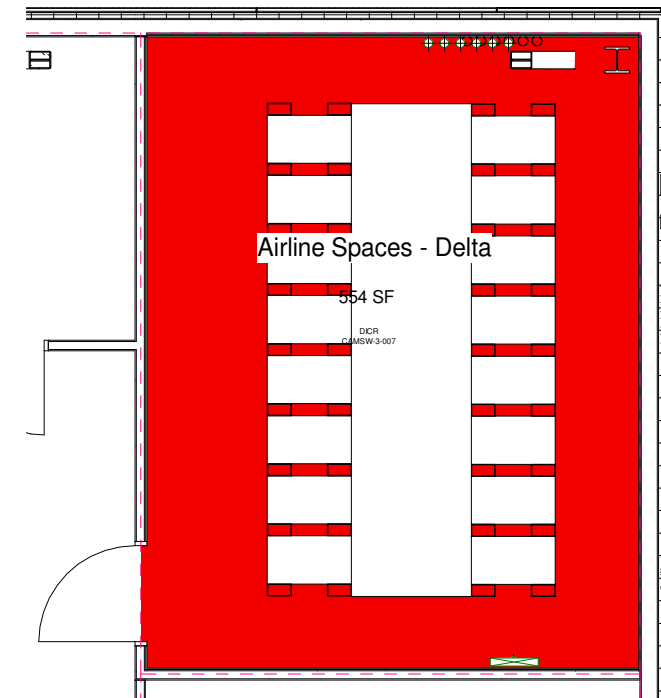
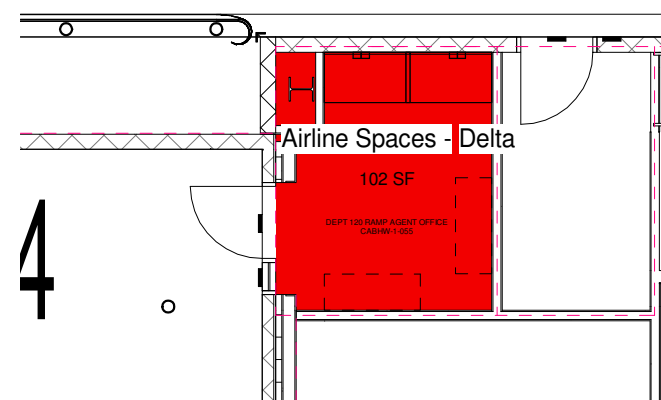
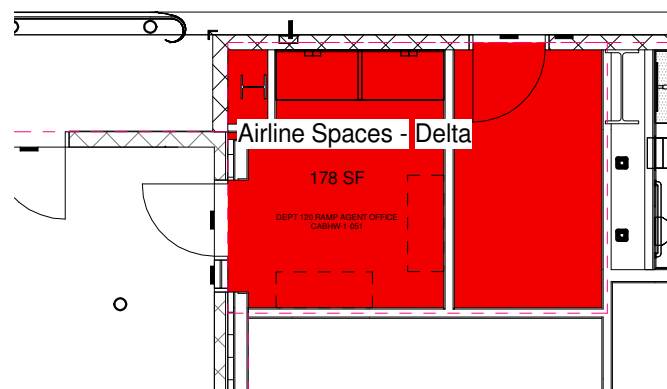
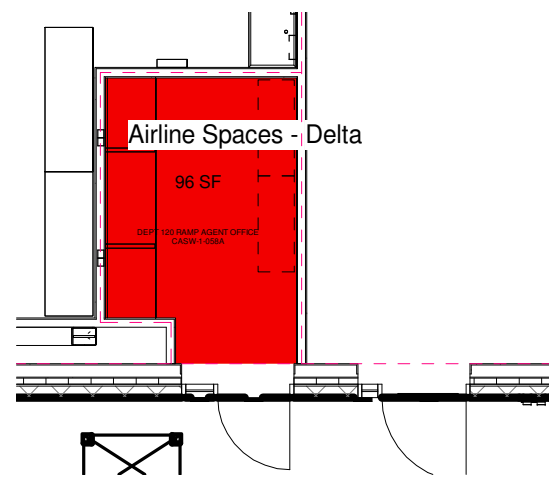
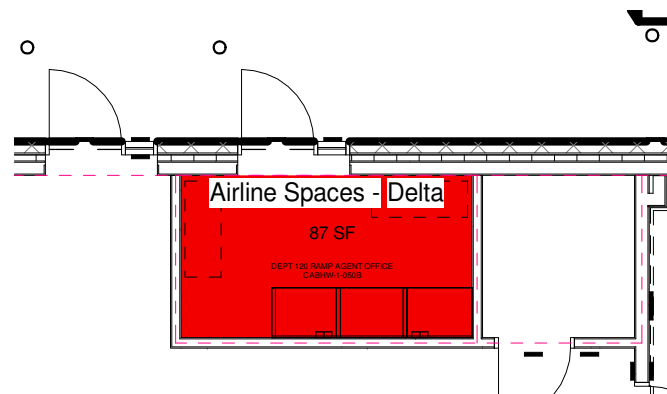
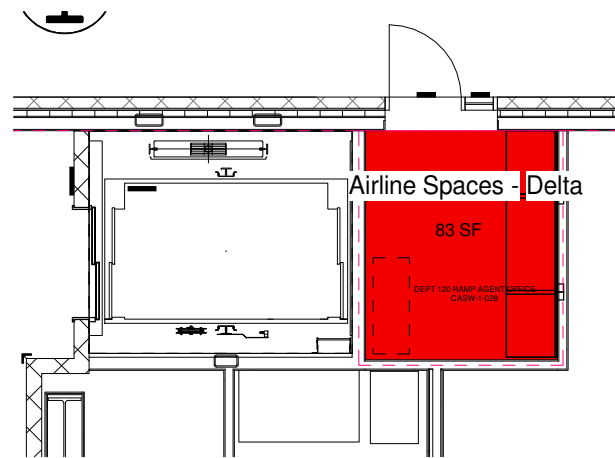


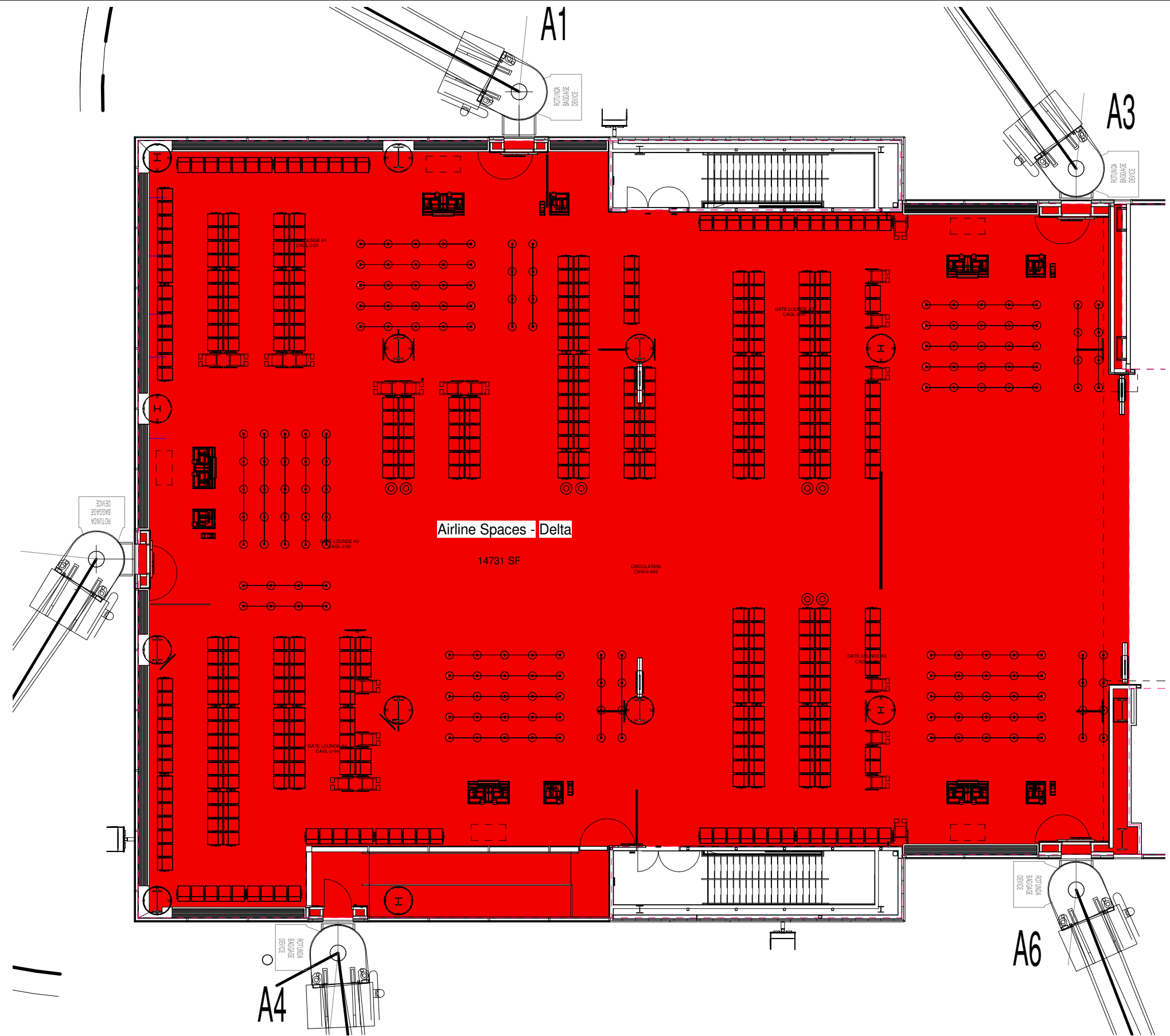








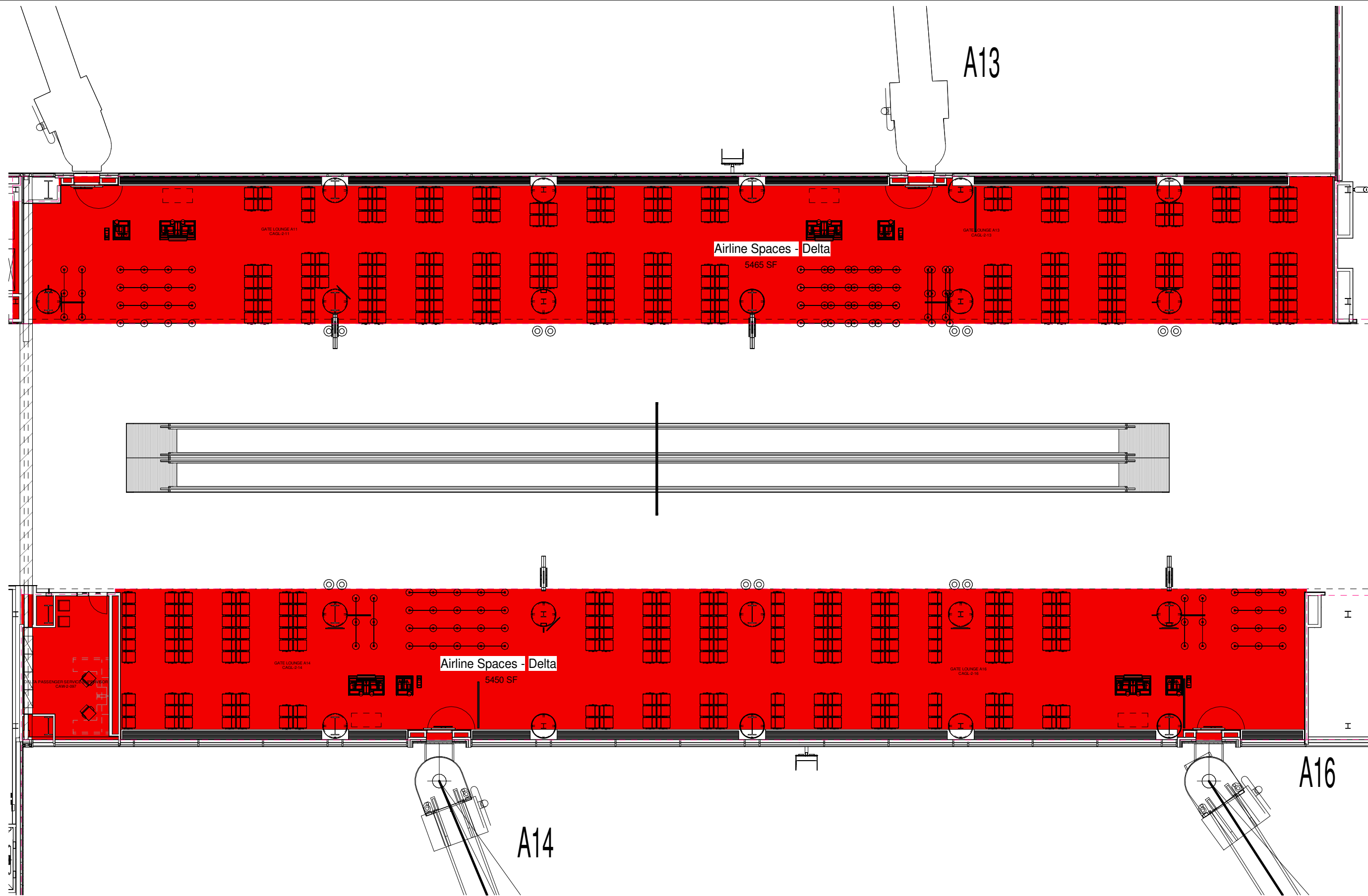




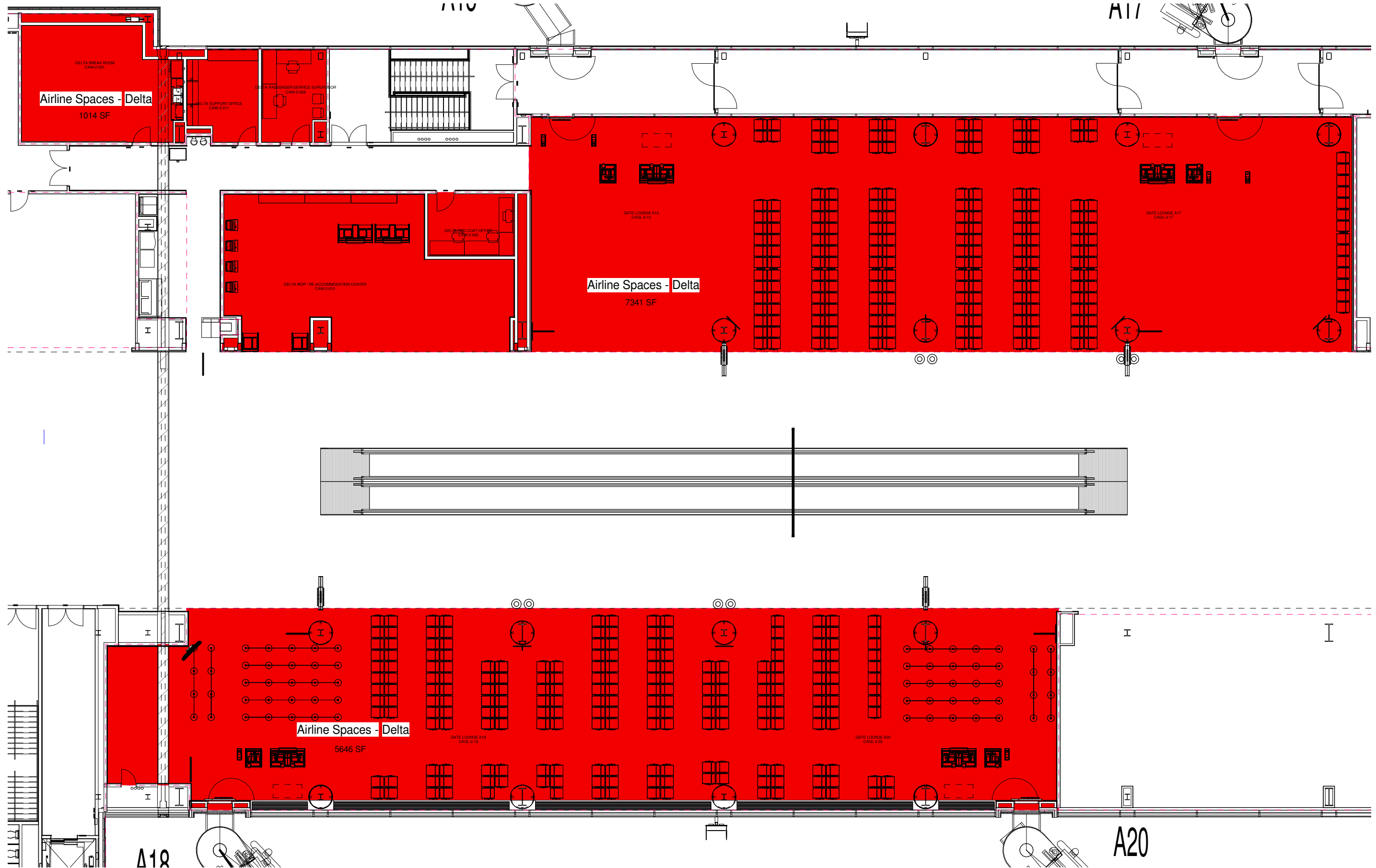
Airline Spaces - Delta

14731 SF

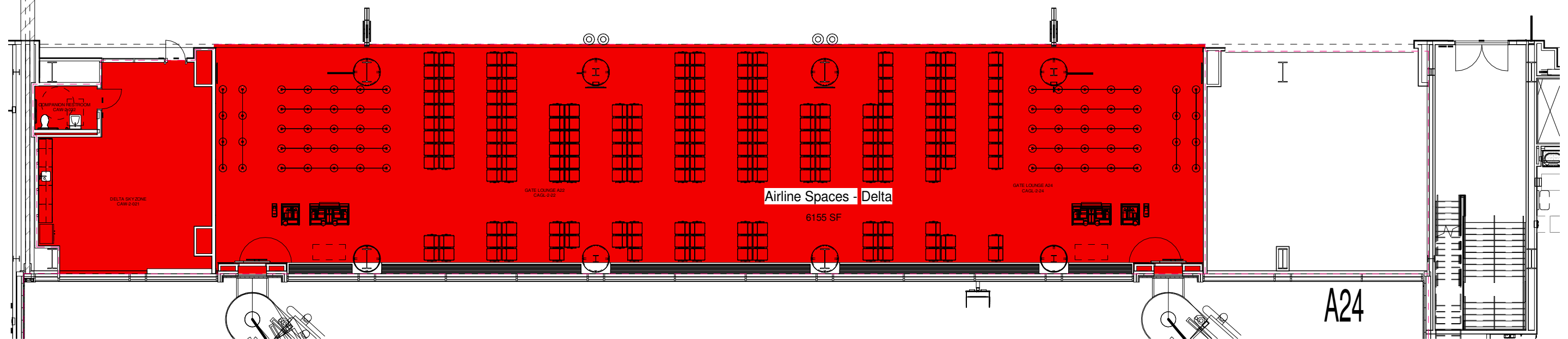
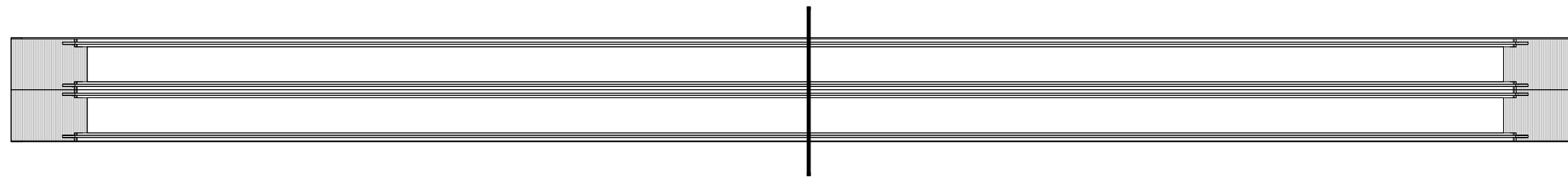
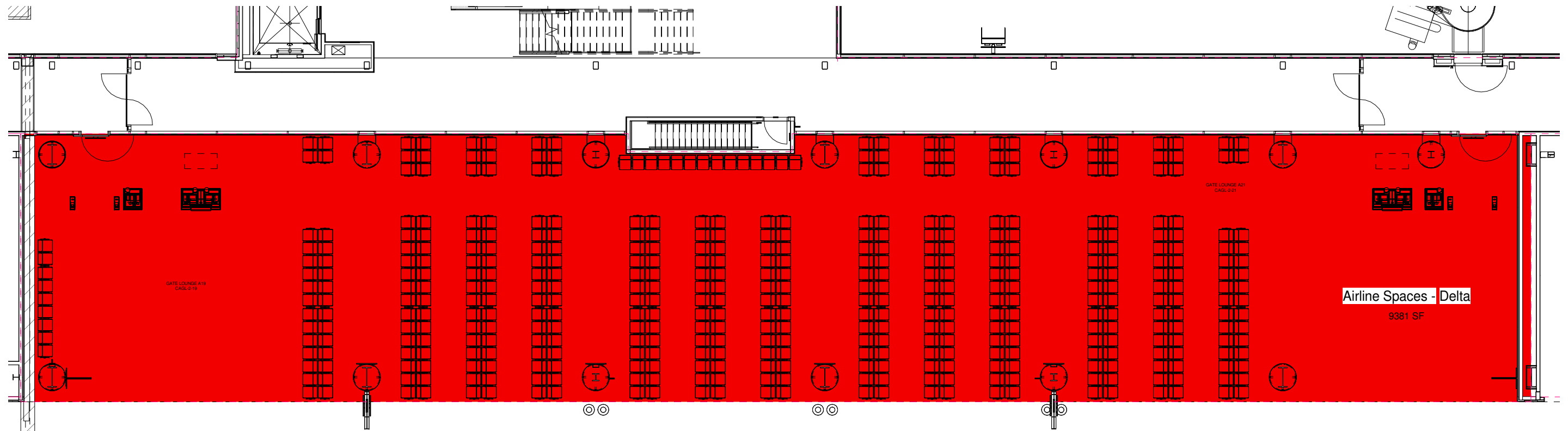


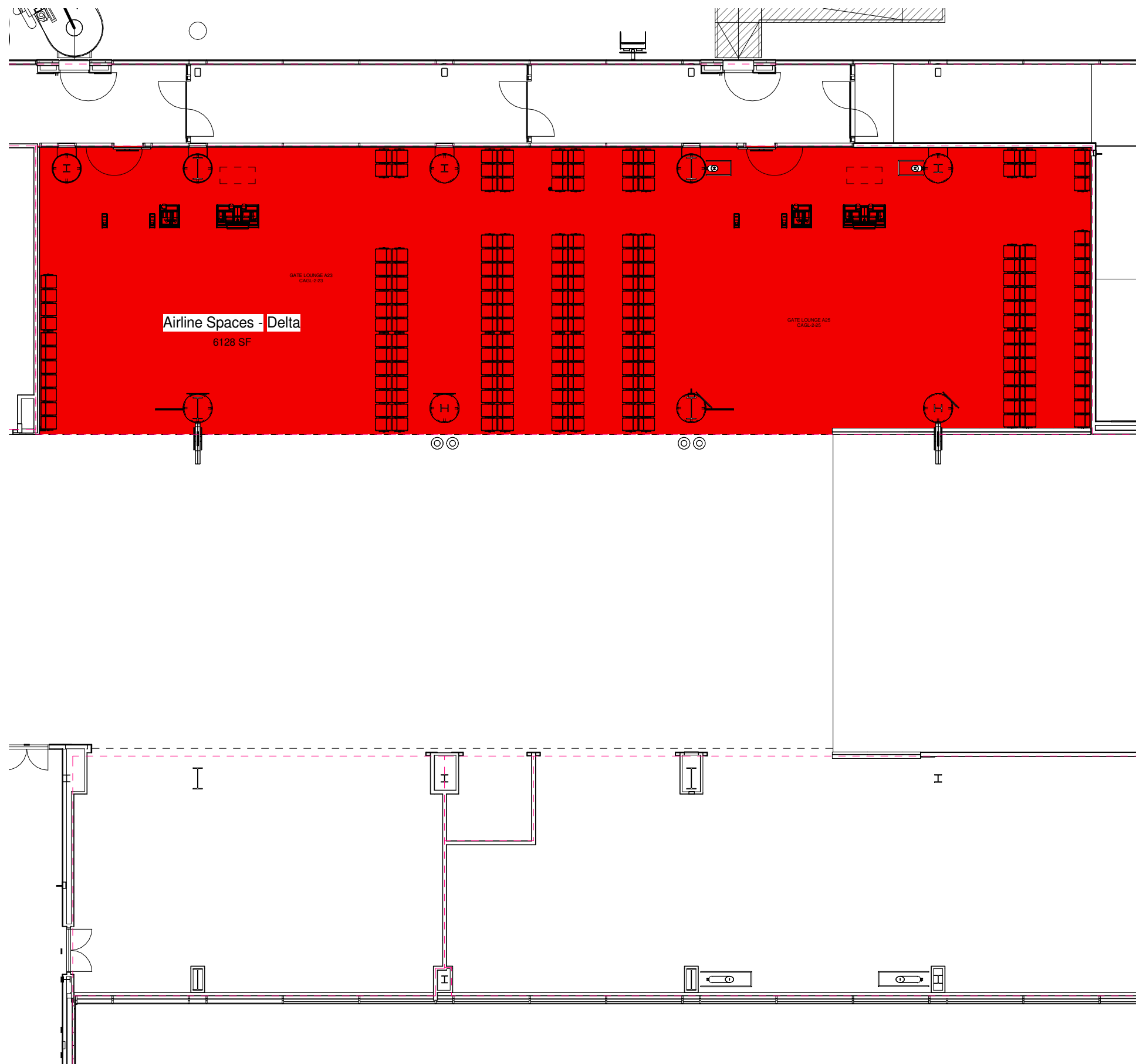


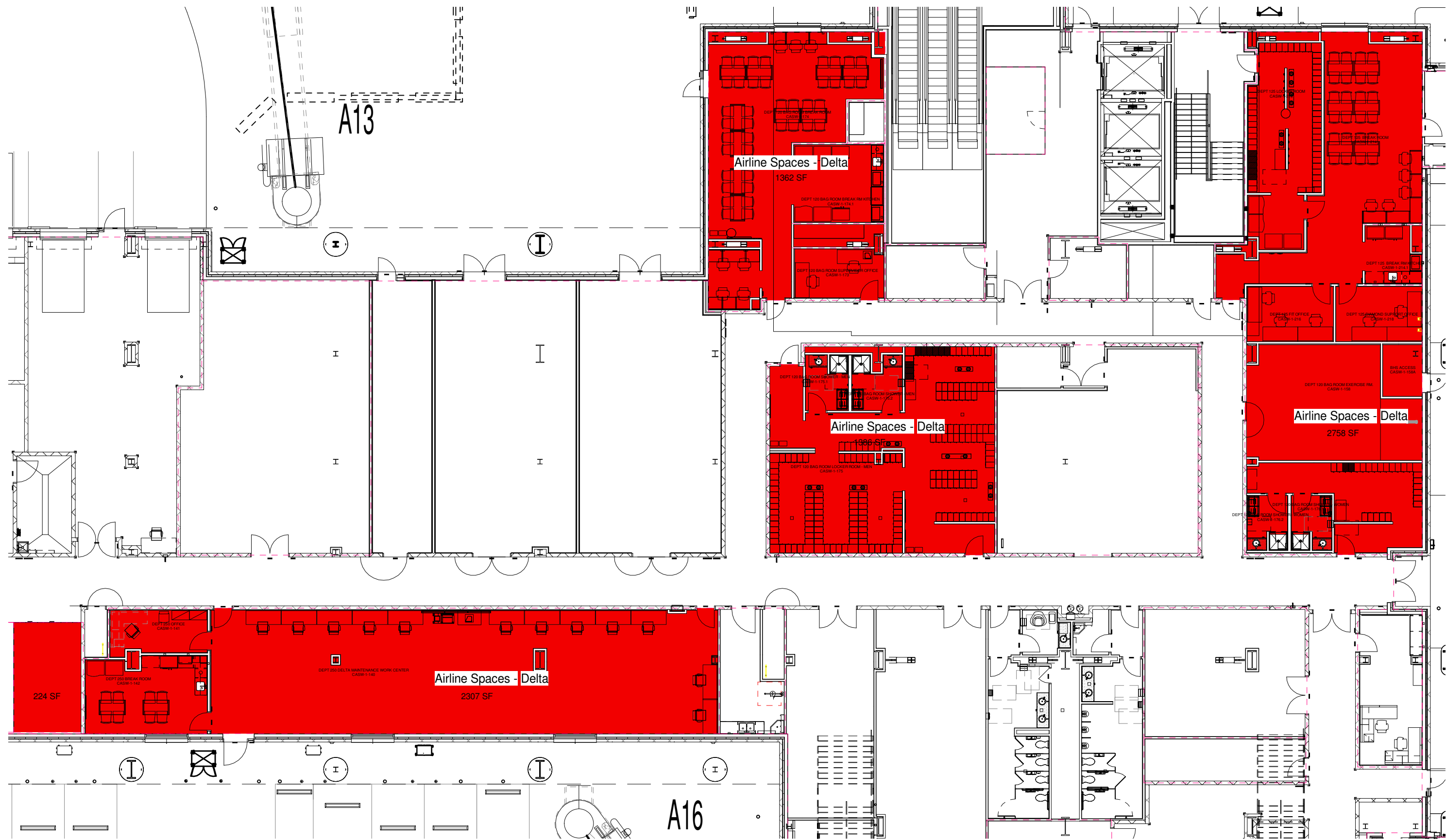


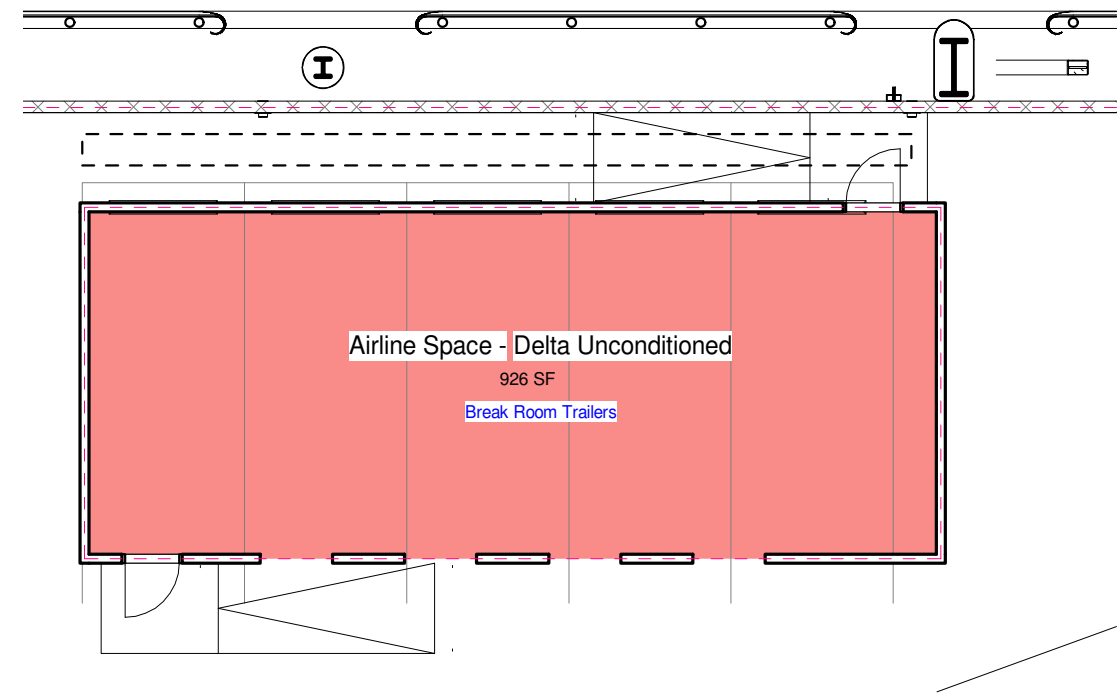
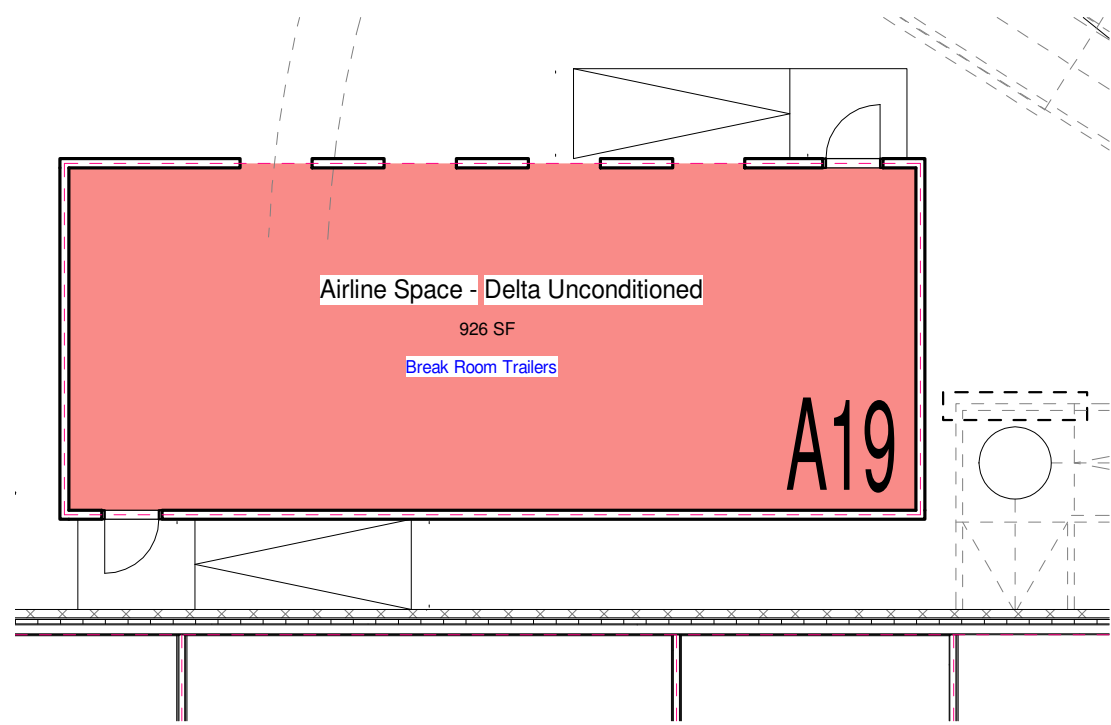


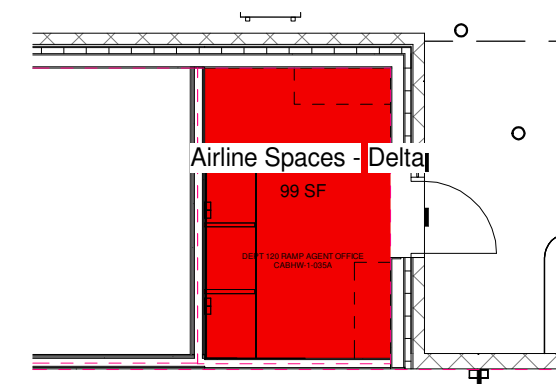
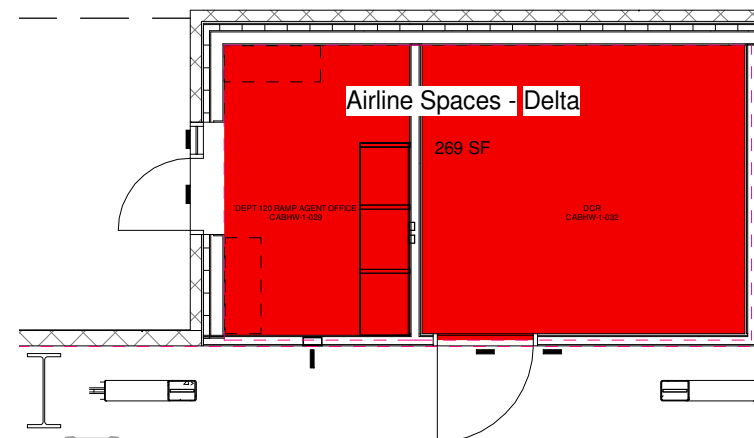
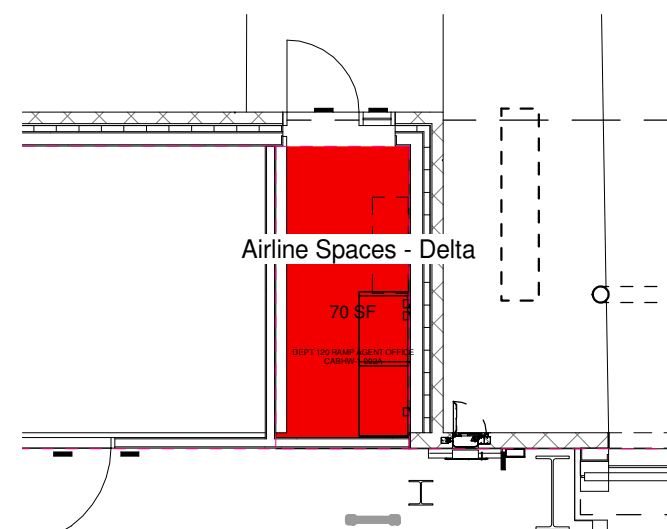
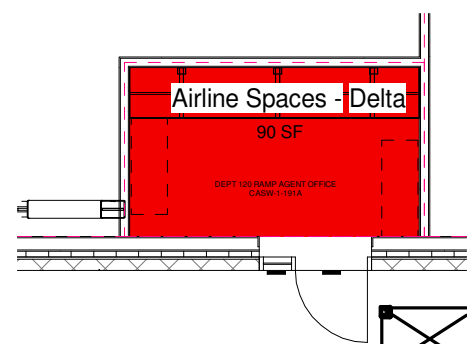
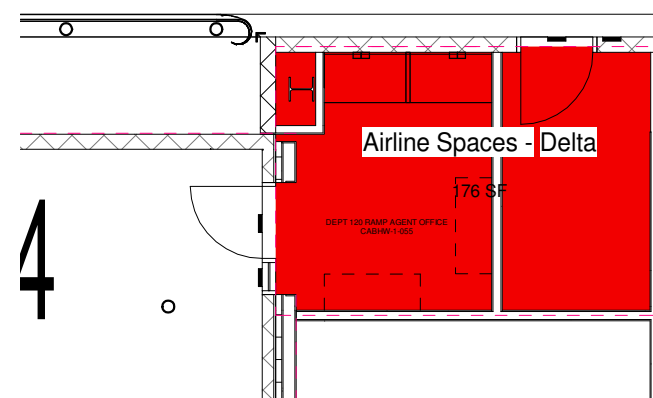
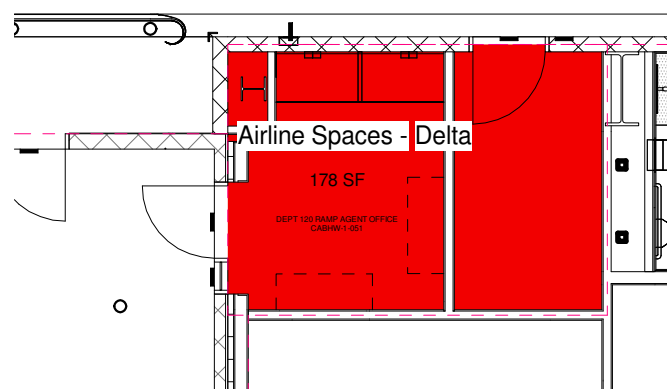
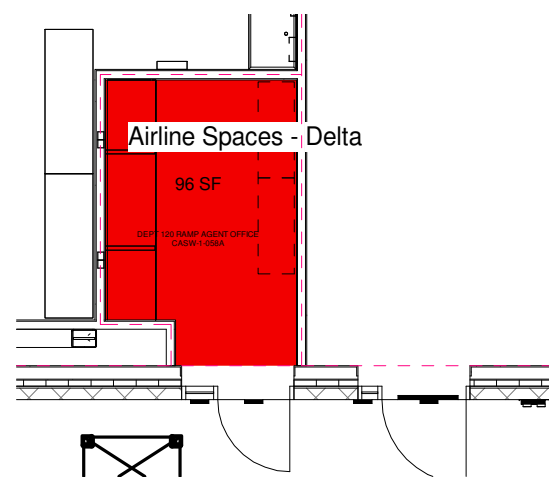
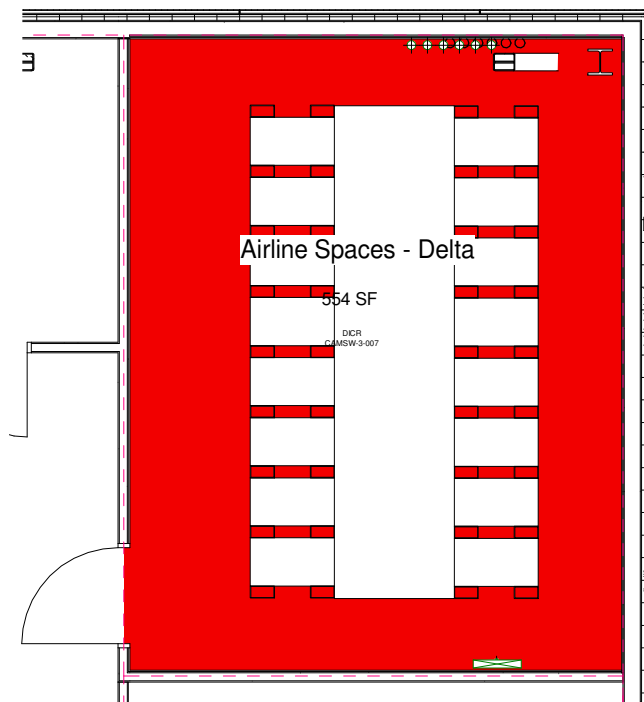
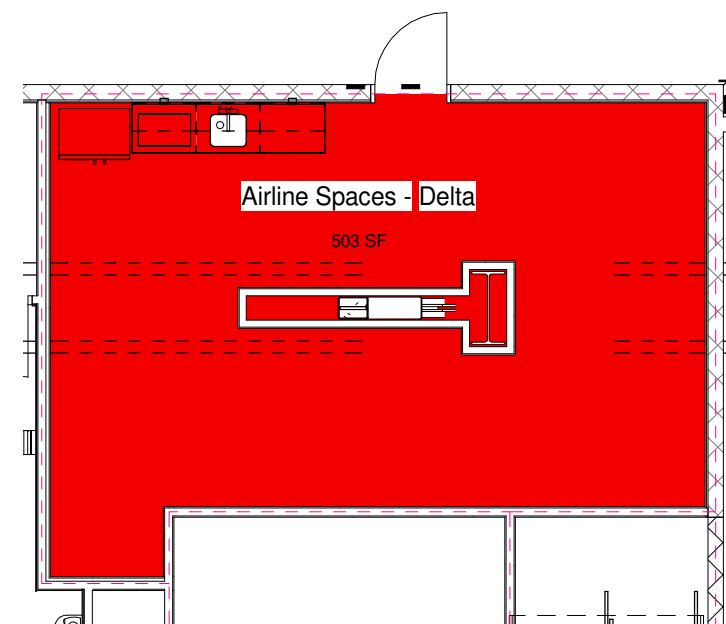
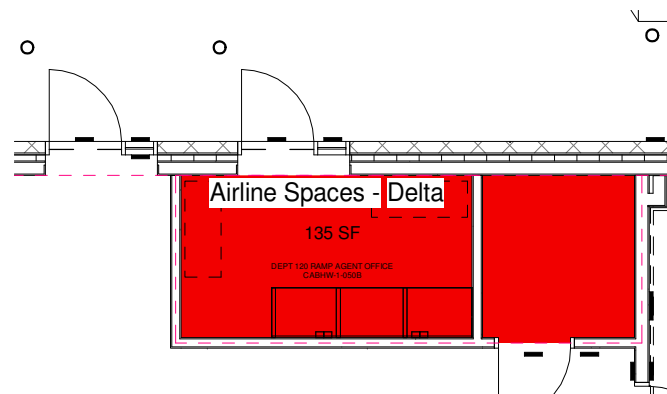
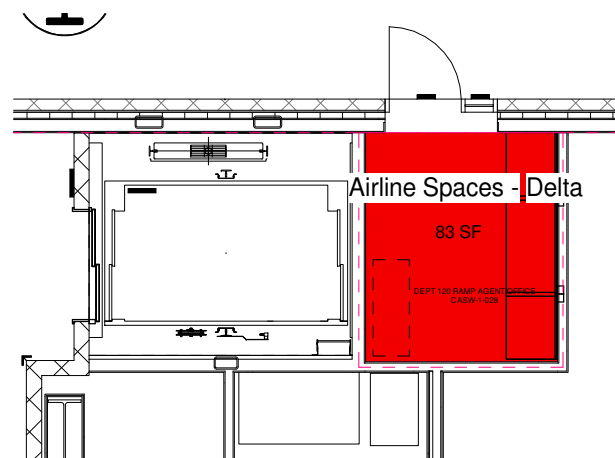


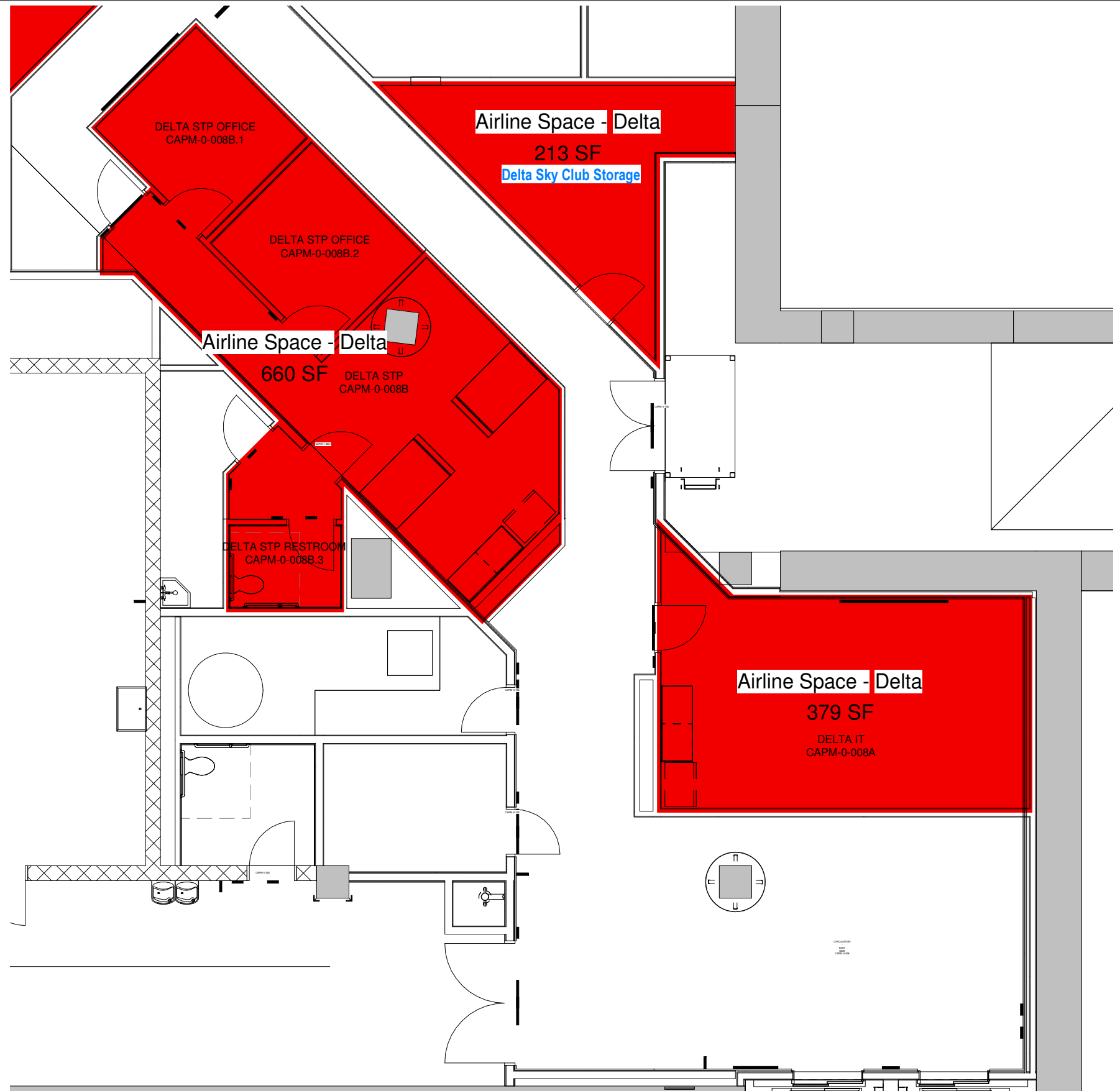
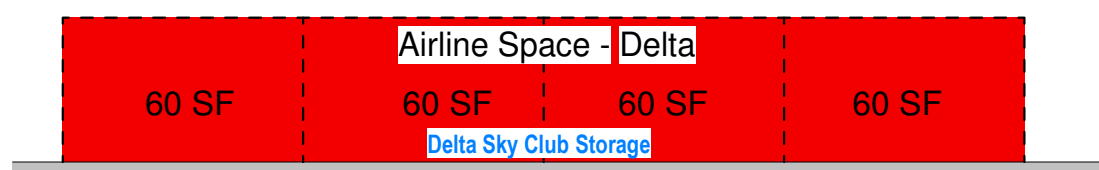
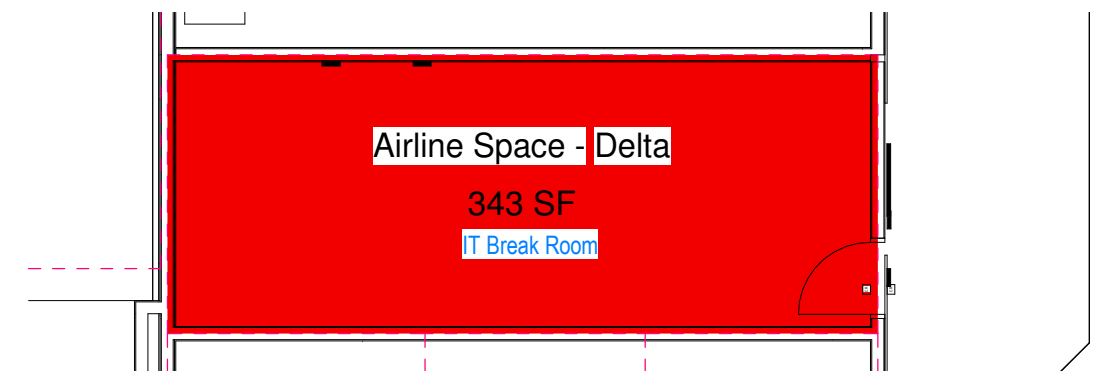
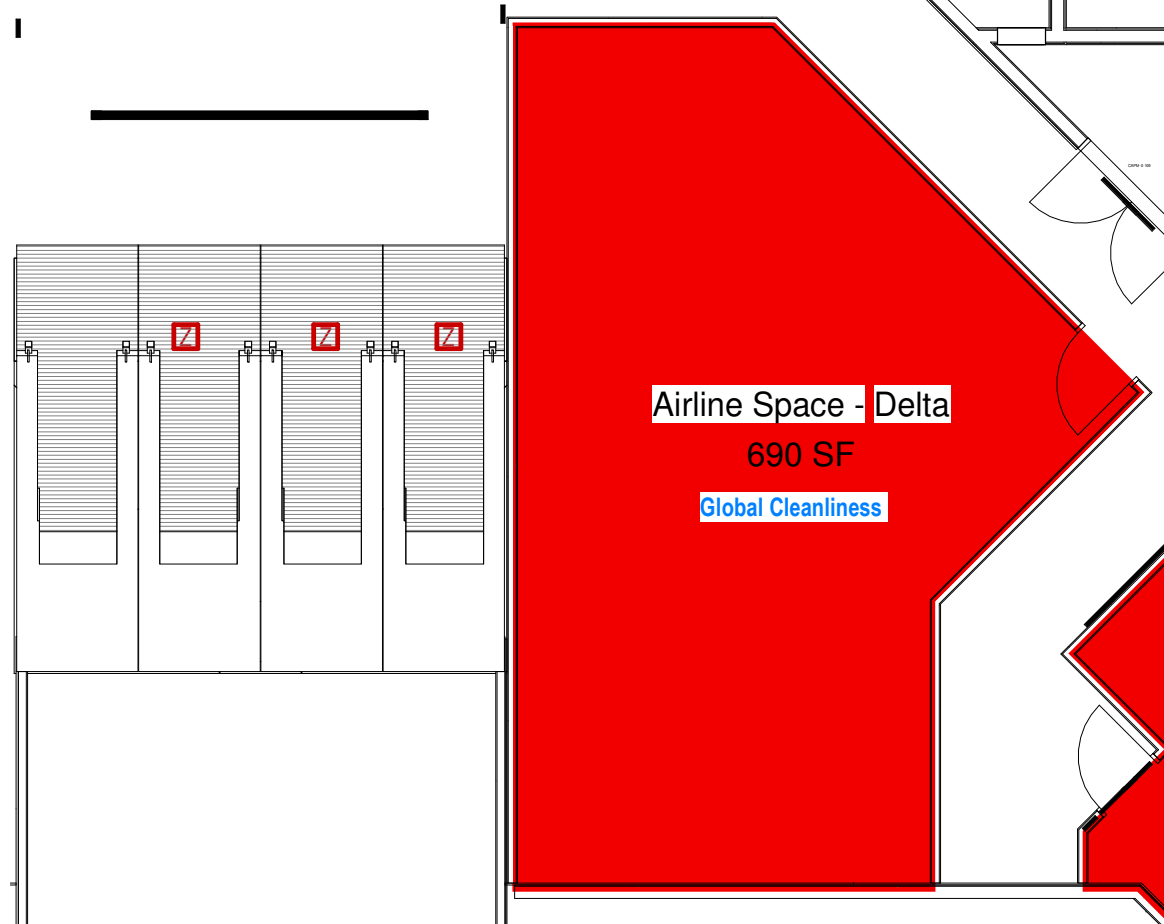


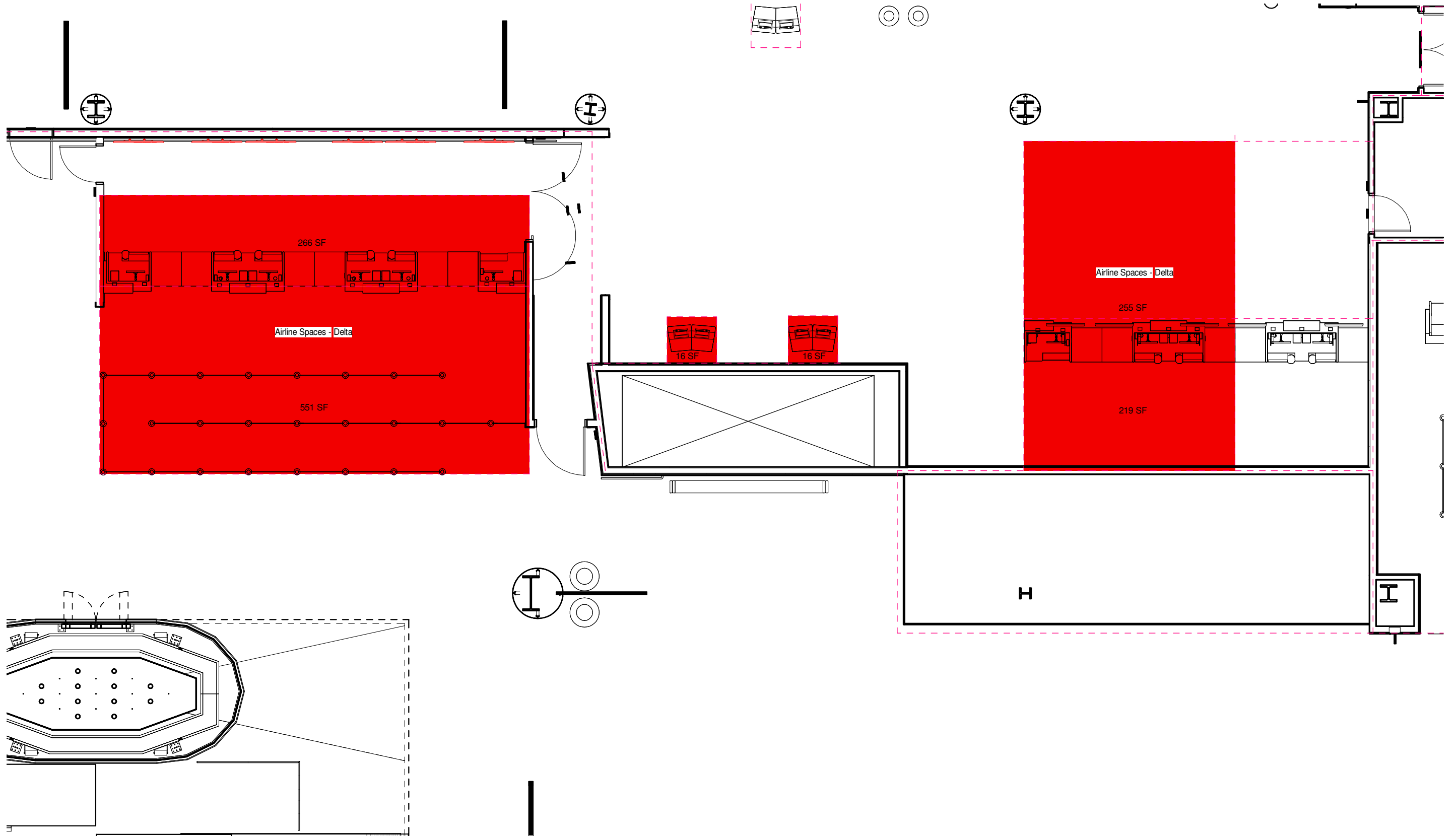


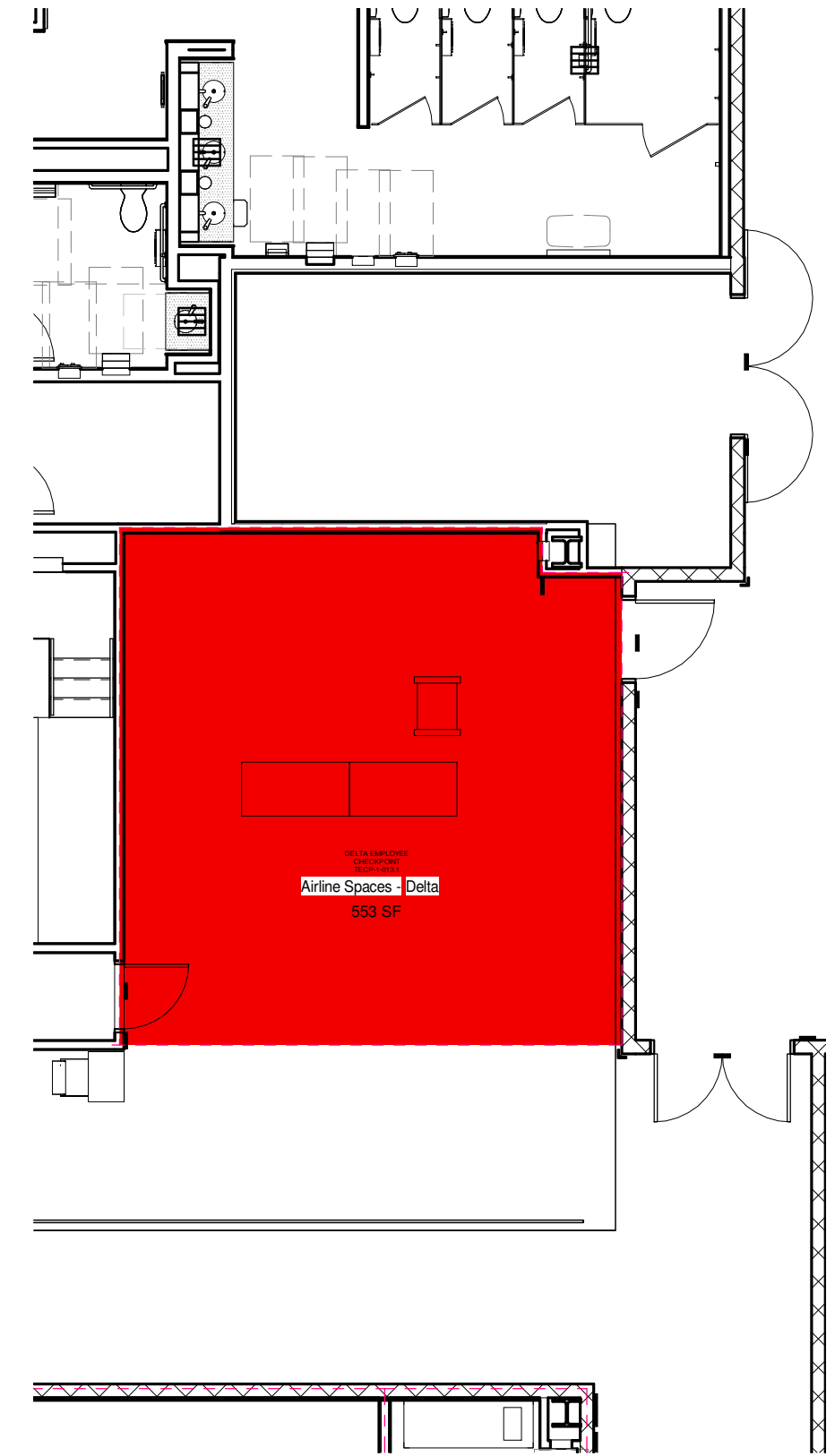
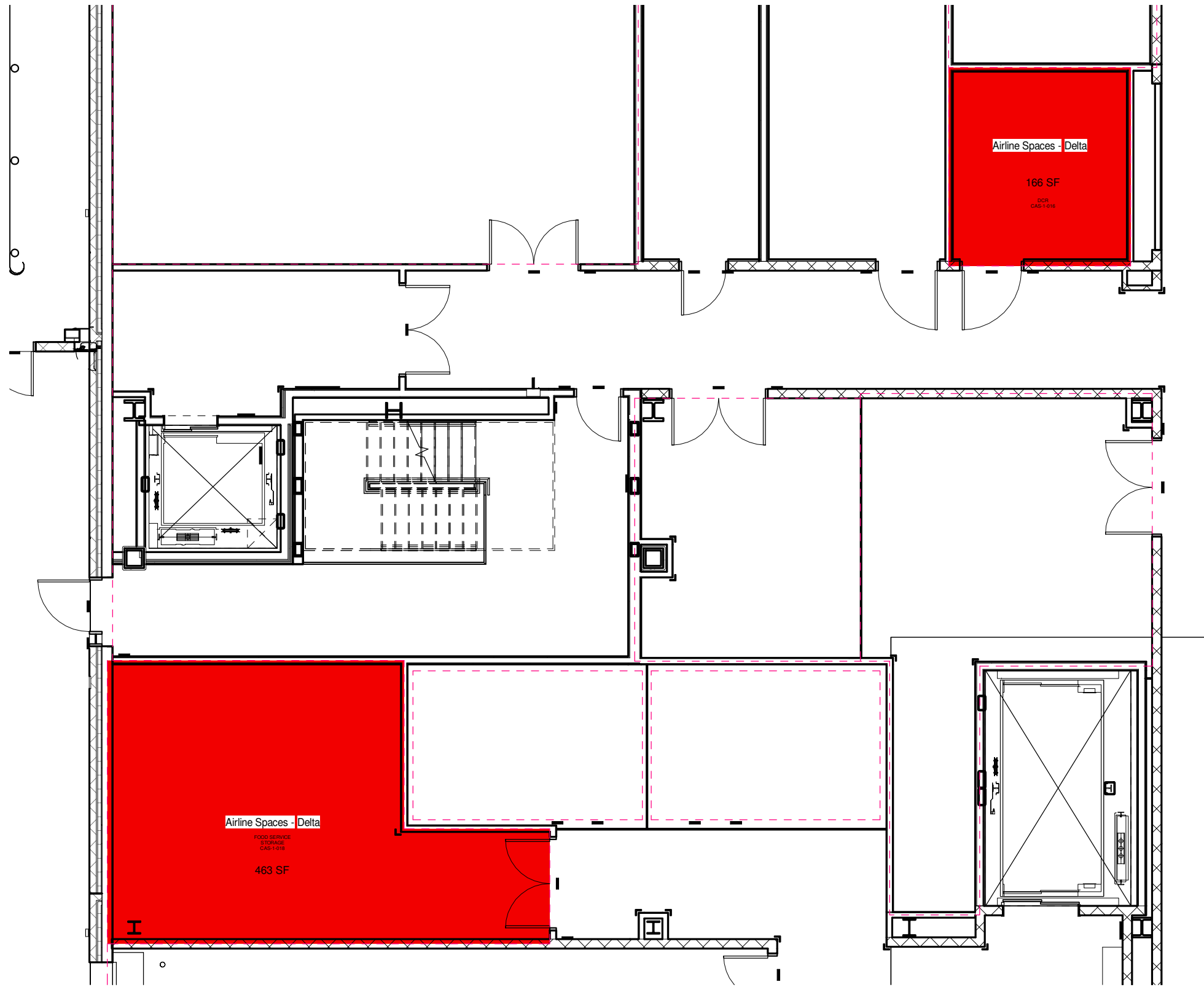




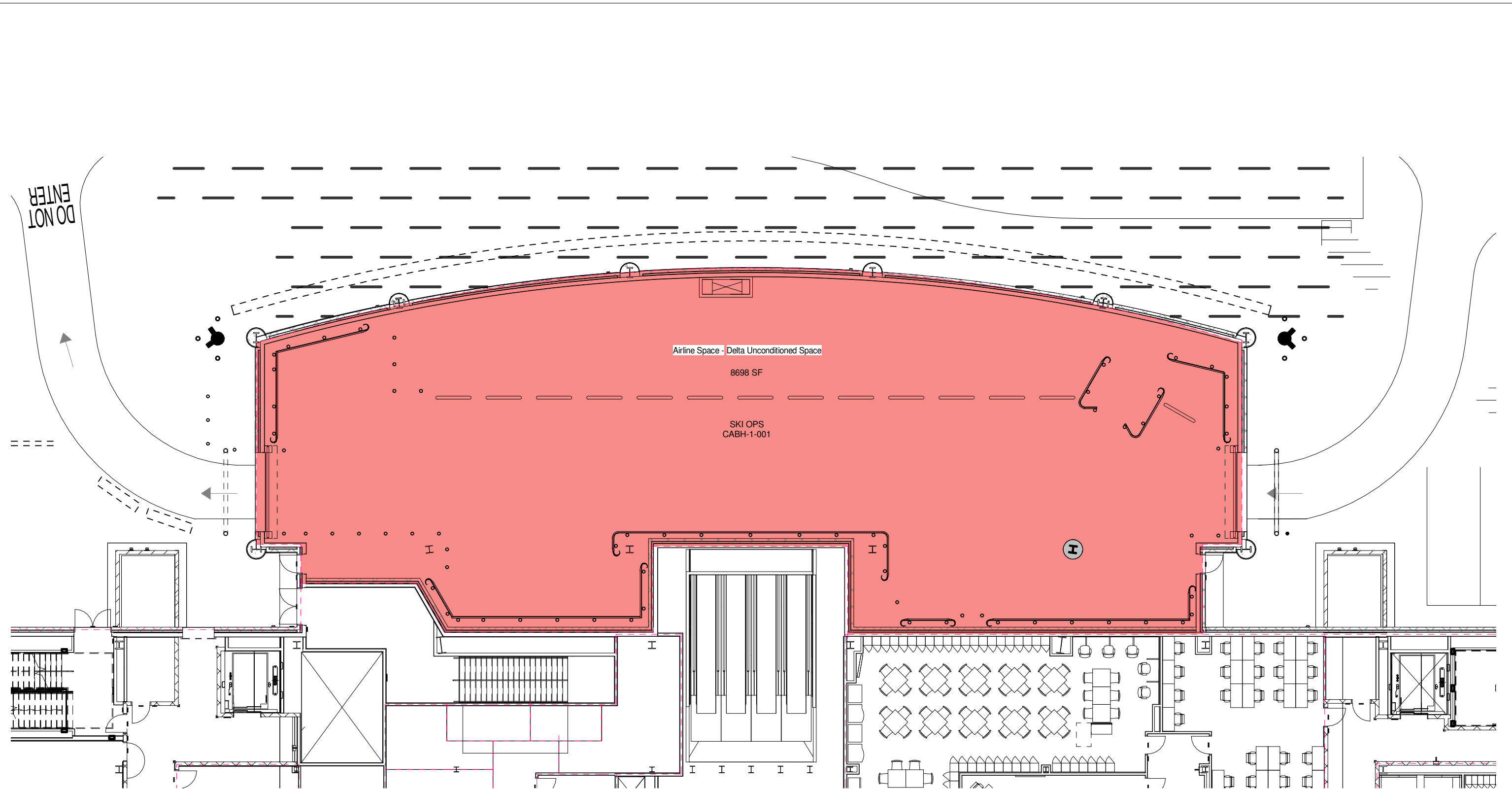


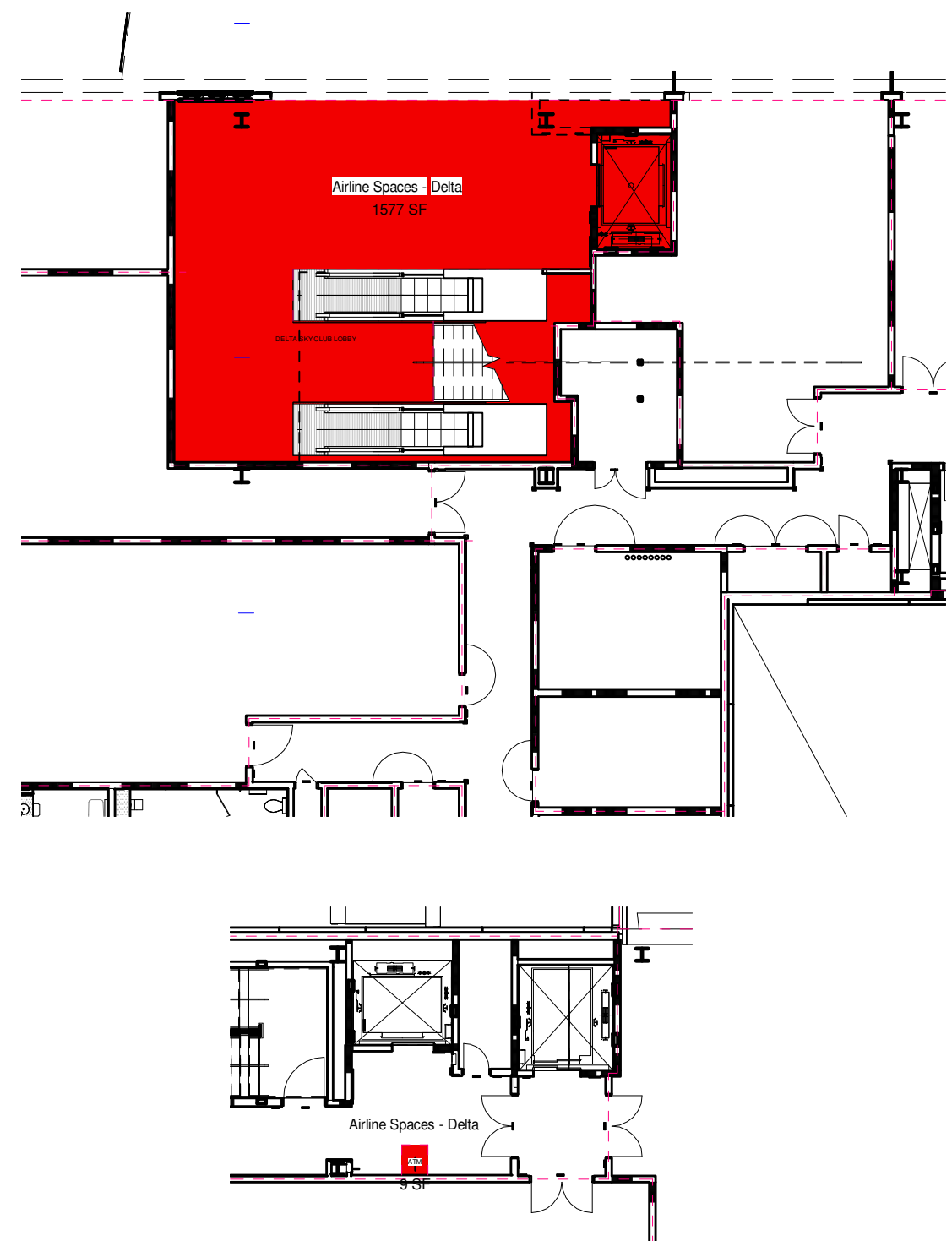
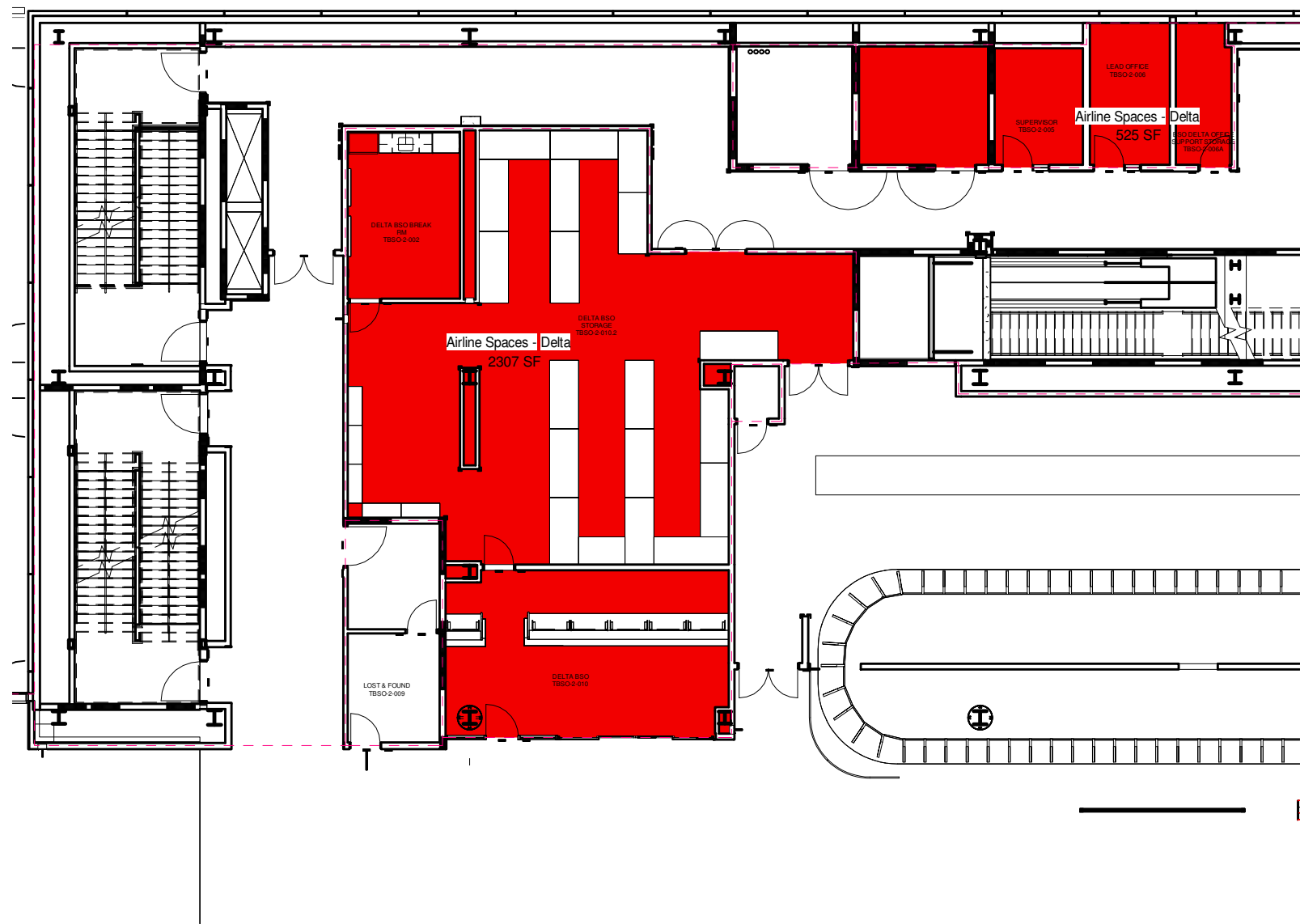










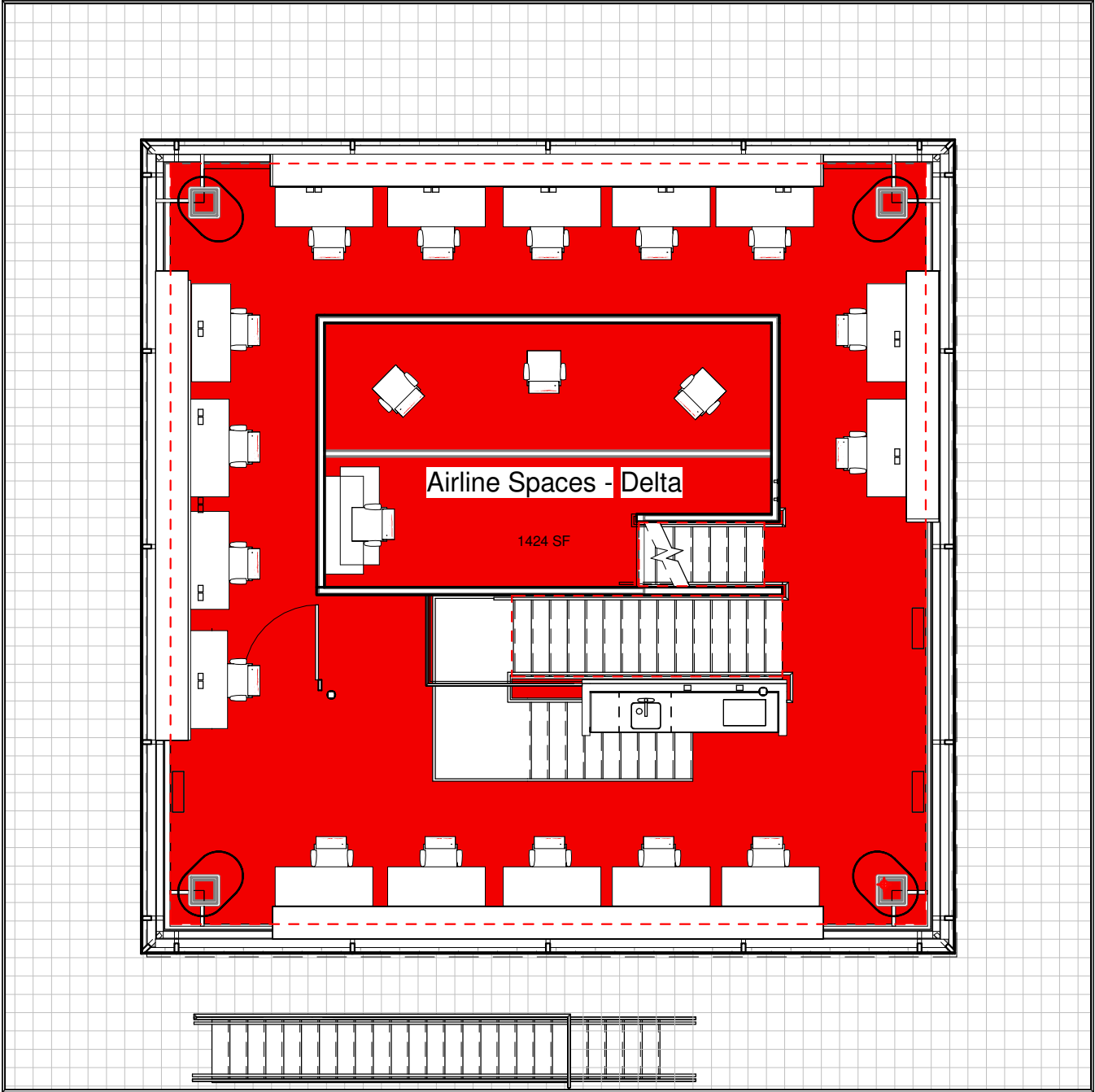






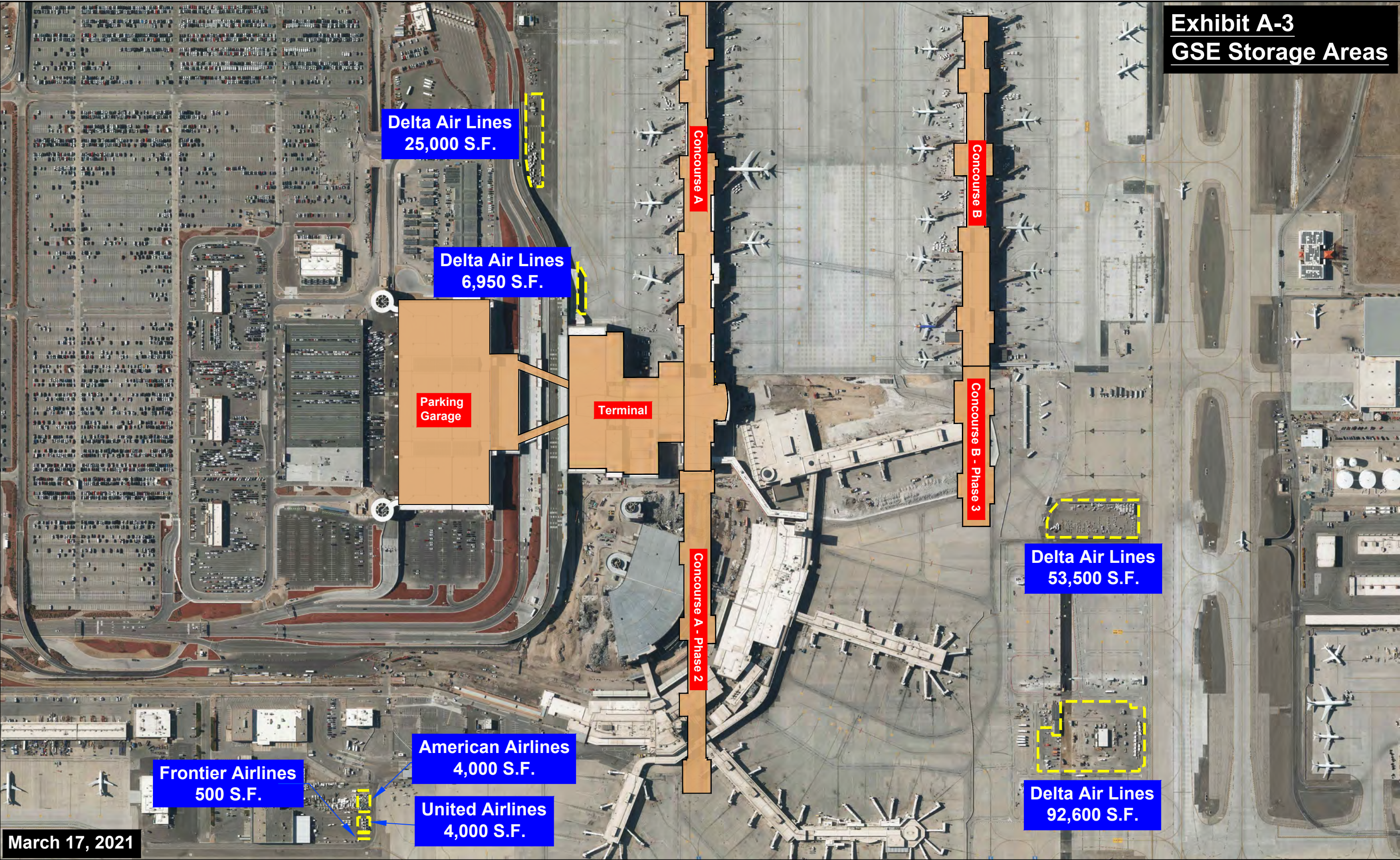






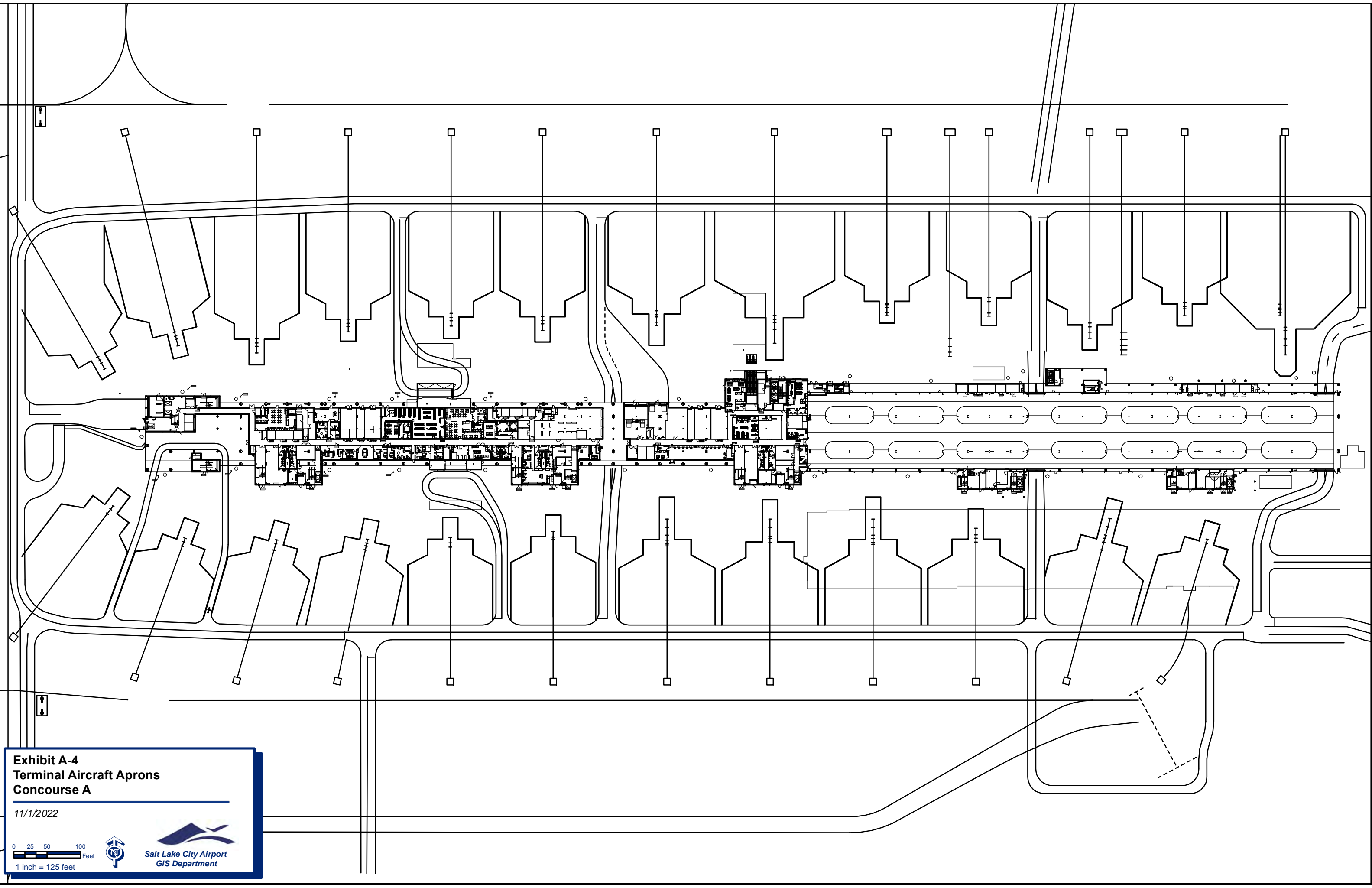


**Exhibit A-3  
GSE Storage Areas**



March 17, 2021





**Exhibit A-4**  
**Terminal Aircraft Aprons**  
**Concourse A**

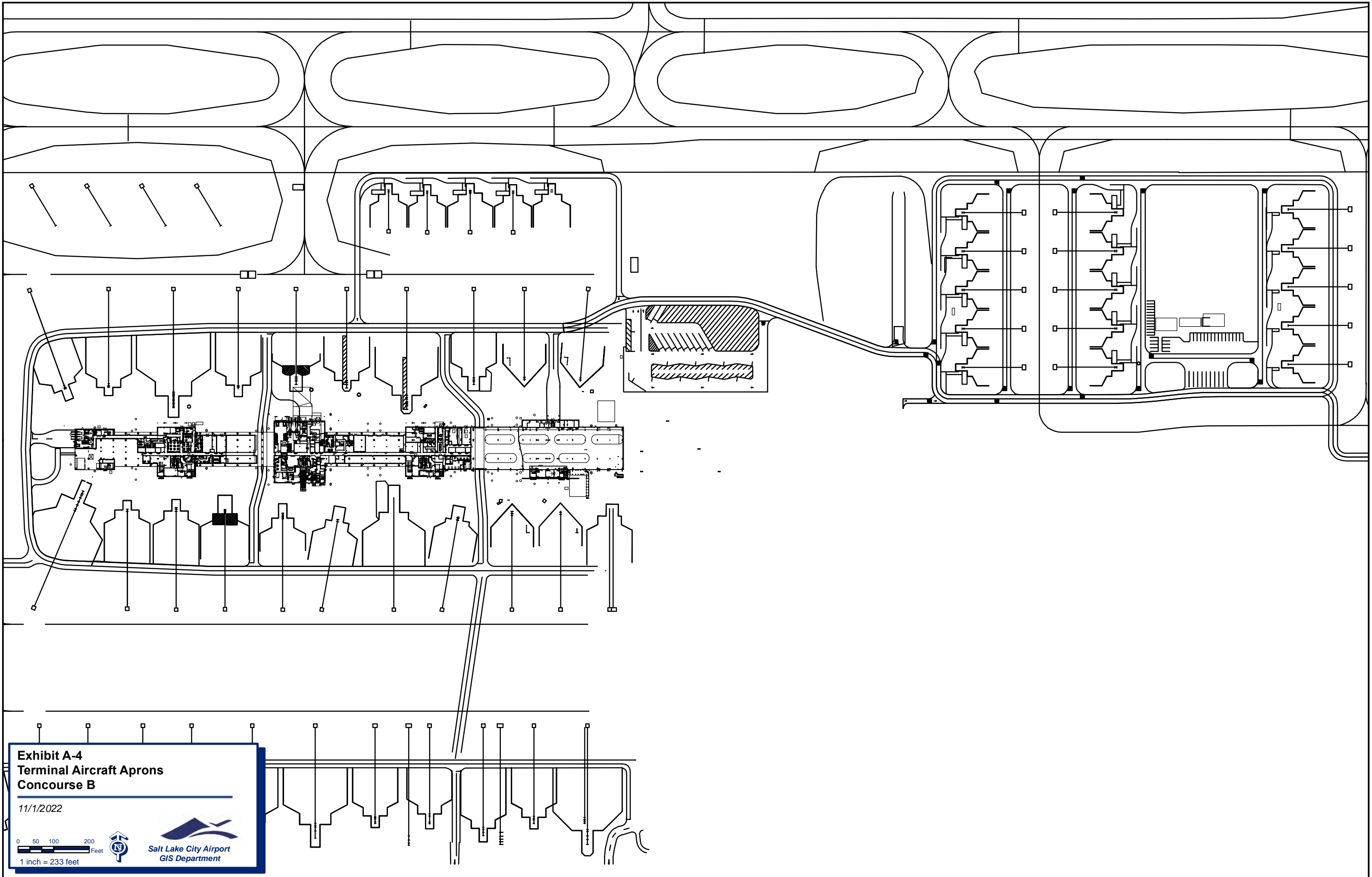
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11/1/2022

0 25 50 100 Feet  
1 inch = 125 feet



Salt Lake City Airport  
GIS Department



**Exhibit A-4**  
**Terminal Aircraft Aprons**  
**Concourse B**

11/1/2022

0 50 100 200  
Feet

1 inch = 233 feet



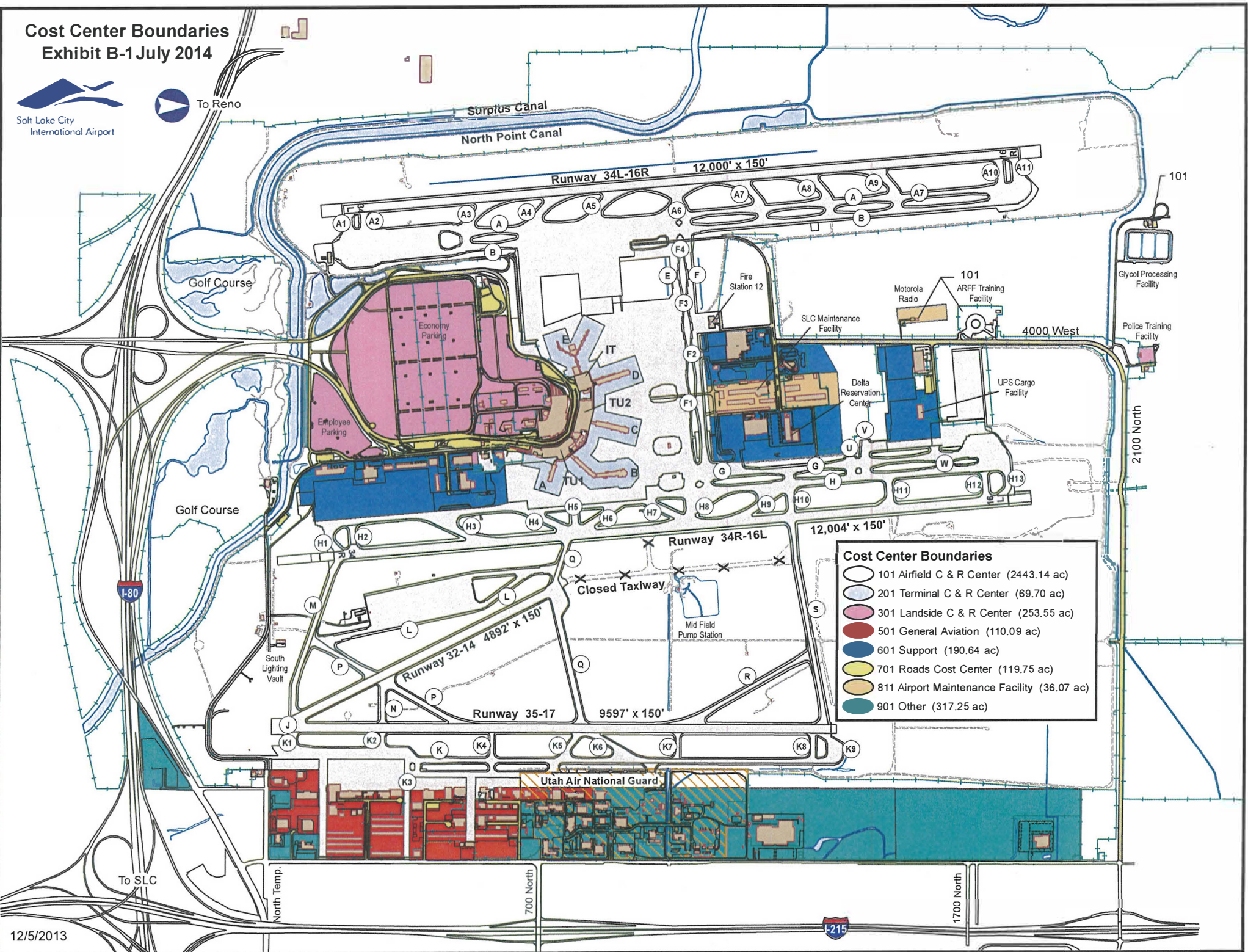
Salt Lake City Airport  
GIS Department

**Exhibit B**  
**Rates and Charges**

- B-1 Cost Center Boundaries**
- B-2 Total Cost Center Expense**
- B-3 Operating Expense by Cost Center**
- B-4 Airfield & Terminal Revenues Offsets**
- B-5 Return on Investment**
- B-6 Amortization Schedule**
- B-7 Current Year Capital Purchases & Amortization**
- B-8 Allocation of Debt Service**
- B-9 Terminal Rents and Landing Fees**
- B-10 Tenant Square Footage Space**
- B-11 Adjustment to Actual**
- B-12 Historical and Forecast Airline Revenue**
- B-13 Illustrative Revenue Sharing Calculations**
- B-14 Joint and Common Use Charge Calculations**
- B-15 Domestic Baggage Claim Joint Use Charge**
- B-16 Charges for Common Use Gates and Jet Bridges**
- B-17 Common Use Ticket Counter Charges and Bag Make-up Charges**
- B-18 Common Use Bag Claim Charges**
- B-19 Charges for Use of the FIS Facility and International Baggage Claim Area**
- B-20 Other Fees and Charges**



**Cost Center Boundaries**  
**Exhibit B-1 July 2014**



Cost Center Boundaries	
	101 Airfield C & R Center (2443.14 ac)
	201 Terminal C & R Center (69.70 ac)
	301 Landside C & R Center (253.55 ac)
	501 General Aviation (110.09 ac)
	601 Support (190.64 ac)
	701 Roads Cost Center (119.75 ac)
	811 Airport Maintenance Facility (36.07 ac)
	901 Other (317.25 ac)



**EXHIBIT B - 2**

**Salt Lake City Department of Airports  
Section 8.01 - Total Cost Center Expense  
Budgeted Fiscal Year Ended June 30, 2015**

	<u>Airfield</u>	<u>Terminals</u>	<u>Landside</u>	<u>Auxillary Airports</u>	<u>Other</u>	<u>Total</u>
Operating and Maintenance	\$27,371,688	\$40,763,038	\$14,768,924	\$1,691,151	\$5,587,901	\$ 90,182,702
Less Revenue Deduction Articles 8.02 & 8.03	(5,683,400)	(2,986,900)	-	-	-	(8,670,300)
Total Operating and Maintenance Less Revenues	21,688,288	37,776,138	14,768,924	1,691,151	5,587,901	81,512,402
Return on City Investment	2,630,213	3,146,477	5,625,765	1,121,306	3,696,248	16,220,009
Debt Service	517,065	969,337	2,622,777	0	559,053	4,668,232
Operating and Maintenance Reserve	0	0	0	0	0	-
Renewal and Replacement Fund Reserve	0	0	0	0	0	-
<b>Total</b>	<b>\$ 24,835,565</b>	<b>\$ 41,891,953</b>	<b>\$ 23,017,466</b>	<b>\$ 2,812,457</b>	<b>\$ 9,843,202</b>	<b>\$ 102,400,644</b>

EXHIBIT B - 3

Salt Lake City Department of Airports  
Section 8.01 - Operating Expense by Cost Center  
Budgeted Fiscal Year Ended June 30, 2015

Cost Center Share of Total Airport	18.40%	27.31%	6.91%	0.93%	4.53%	39.12%	1.07%	0.94%	0.79%	
Five Year Average	18.26%	27.36%	6.93%	0.93%	4.53%	39.18%	1.08%	0.94%	0.80%	
	<b>Total</b>	<b>Airfield</b>	<b>Terminals</b>	<b>Landside</b>	<b>Aux Airports</b>	<b>Roads</b>	<b>General Admin.</b>	<b>Other</b>	<b>General Aviation</b>	<b>South Support</b>
Direct Expenses	\$ 89,363,402	16,442,274	24,406,961	6,178,910	827,899	4,044,929	34,955,536	959,935	836,820	710,137
Five Yr. Average General & Administration	100%	30%	42%	16%	2%	6%		3%	1%	1%
Five Yr. Average Allocation G & A Expense		10,318,874	14,558,981	5,453,064	856,411	1,971,492	(34,955,536)	1,059,153	388,006	349,555
Fixed assets under the Capitalized Amount	819,300	308,375	286,277	115,313	6,841	26,853	0	16,387	4,278	54,974
Total Allocation of Expenses	90,182,702	27,069,524	39,252,219	11,747,287	1,691,151	6,043,274	0	2,035,475	1,229,105	1,114,667
Allocation of Roads Percentage		5.0%	25.0%	50.0%				20.0%		
Allocation of Roads Cost Center Expense		302,164	1,510,819	3,021,637		(6,043,274)		1,208,655		
<b>Total Operating Exp. by Cost Center</b>	<b>\$90,182,702</b>	<b>\$27,371,688</b>	<b>\$40,763,038</b>	<b>\$14,768,924</b>	<b>\$1,691,151</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,244,129</b>	<b>\$1,229,105</b>	<b>\$1,114,667</b>
Less Revenues Deductions (Articles 8.02 and 8.03)	(8,670,300)	(5,683,400)	(2,986,900)							
<b>Total Operating Exp. Less of Revenues</b>	<b>\$81,512,402</b>	<b>\$21,688,288</b>	<b>\$37,776,138</b>	<b>\$14,768,924</b>	<b>\$1,691,151</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,244,129</b>	<b>\$1,229,105</b>	<b>\$1,114,667</b>

**EXHIBIT B - 4**

**Salt Lake City Department of Airports  
Sections 8.02 Airfield and 8.03 Terminal Revenues Offsets  
Budgeted Fiscal Year Ended June 30, 2015**

<u><b>Airfield Cost Center</b></u>		
Return on Investments		2,630,213
Debt Service		517,065
Operating and Maintenance		27,371,688
<b>Total Airfield Costs</b>		<b>\$ 30,518,965</b>
<u><b>Airfield Revenues</b></u>		
	<u>Code</u>	<u>Amount</u>
Fuel Farm	1710	\$ 528,100
Cargo Ramp Use Fee	1712	190,200
Flight Kitchen	1734	1,249,500
ARFF Training Revenue	1760	618,800
Leased Site Areas on Airfield	1752	83,300
State Aviation Fuel Tax	1786	2,186,100
Fuel Oil Royalties	1788	253,500
Glycol Recycling Sales	1789	250,000
Utah Air National Guard	1790	76,500
K-9 Grant	1794	151,000
RON - Overnight Rate	1717	96,400
<b>Total Airfield Revenues</b>		<b>\$ 5,683,400</b>
<b>Net Airfield Costs</b>		<b>\$ 24,835,565</b>

<u><b>Terminal Cost Center</b></u>		
Return on Investments		3,146,477
Debt Service		969,337
Operating and Maintenance		40,763,038
<b>Total Terminal Costs</b>		<b>\$ 44,878,853</b>
<u><b>Terminal Revenues</b></u>		
	<u>Code</u>	<u>Amount</u>
UTA Revenue		\$ 50,000
Jet Bridge	1719	1,629,100
IAB use Fees	1713	342,800
Shared Tenant Telephone Fees	1715	346,800
EDS Utilities and Janitorial	179202	153,300
LEO Charges reimbursed by TSA	1780	313,900
K-9 Grant	1794	151,000
<b>Total Terminal Revenues</b>		<b>\$ 2,986,900</b>
<b>Net Terminal Costs</b>		<b>\$ 41,891,953</b>

*Illustration Purposes Only*

EXHIBIT B - 5

Salt Lake City Department of Airports  
 Section 8.02 - Return on Investment  
 Budgeted Fiscal Year Ended June 30, 2015

<u>DESCRIPTION</u>		<u>Airfield Cost Center</u>		<u>Terminal Cost Center</u>		<u>Landside Cost Center</u>		<u>Auxiliary Cost Center</u>		<u>Other Cost Center</u>	<u>Total Cost Center</u>
Straight Line Portion of Assets		2,011,770		2,410,784		4,591,063		976,364		3,039,947	13,998,101
Allocation of Roads		5% 48,409	25%	242,044	50%	484,087		0	20%	193,635	0
Return on Unmortized Portion of Assets	3.5%	566,164		474,296		511,907		144,942		447,183	2,221,909
Allocation of Roads		5% 3,871	25%	19,354	50%	38,708		0	20%	15,483	0
Debt Service Payments		517,065		969,337		2,622,777		0		559,053	4,668,232
<b>TOTAL RETURN ON INVESTMENT</b>		<u>\$3,147,277</u>		<u>\$4,115,815</u>		<u>\$8,248,542</u>		<u>\$1,121,306</u>		<u>\$4,255,301</u>	<u>\$20,888,242</u>
		15%		20%		39%		5%		20%	

*Illustration Purposes Only*



EXHIBIT B - 6

SALT LAKE CITY DEPARTMENT OF AIRPORTS  
Section 8.02 - Amortization Schedule  
Budgeted Fiscal Year Ended June 30, 2015

	Asset Total	First Year Mid-Year Convention	Straight line Amortization	Last Year Mid-Year Convention	Unamortized Years Remaining	Unamortized Balance Airfield	Yearly Amortization Airfield	Unamortized Balance Terminals	Yearly Amortization Terminals
<b>20 year</b>									
1995	0	0	0	0	0				
1996	0	0	0	0	0.5				
1997	0	0	0	0	1.5				
1998	0	0	0	0	2.5				
1999	8,924,281	223,107	446,214	223,107	3.5				
2000	0	0	0	0	4.5				
2001	0	0	0	0	5.5				
2002	0	0	0	0	6.5				
2003	0	0	0	0	7.5				
2004	0	0	0	0	8.5				
2005	0	0	0	0	9.5				
2006	421,926	10,548	21,096	10,548	10.5	221,511	21,096		
2007	0	0	0	0	11.5				
2008	3,100,000	77,500	155,000	77,500	12.5				
2009	0	0	0	0	13.5				
2010	856,586	21,415	42,829	21,415	14.5	621,025	42,829		
2011	0	0	0	0	15.5				
2012	514,771	12,869	25,739	12,869	16.5	424,686	25,739		
2013	0	0	0	0	17.5				
2014	206,000	5,150	10,300	5,150	18.5	190,550	10,300		
2015	1,203,000	30,075	60,150	30,075	19.5	1,172,925	30,075		
<b>15 year</b>									
2000	4,274,131	142,471	284,942	142,471	0			0	142,471
2001	436,625	14,554	29,108	14,554	0.5			14,554	29,108
2002	5,828,445	194,282	388,563	194,282	1.5			582,845	388,563
2003	532,863	17,762	35,524	17,762	2.5			88,811	35,524
2004	0	0	0	0	3.5			0	0
2005	498,775	16,626	33,252	16,626	4.5			59,853	13,301
2006	1,179,391	39,313	78,626	39,313	5.5			432,443	78,626
2007	841,875	28,063	56,125	28,063	6.5			364,813	56,125
2008	264,300	8,810	17,620	8,810	7.5			132,150	17,620
2009	0	0	0	0	8.5			0	0
2010	1,693,412	56,447	112,894	56,447	9.5			1,072,494	112,894
2011	0	0	0	0	10.5				
2012	0	0	0	0	11.5				
2013	0	0	0	0	12.5				
2014	0	0	0	0	13.5				
2015	0	0	0	0	14.5				
<b>10 year</b>									
2005	2,888,112	144,406	288,811	144,406	0	0	76,642	0	29,951
2006	9,167,809	458,390	916,781	458,390	0.5	-167,706	-335,412	-22,775	-45,550
2007	28,432,897	1,421,645	2,843,290	1,421,645	1.5	-131,105	-87,403	0	0
2008	11,104,521	555,226	1,110,452	555,226	2.5	620,978	248,391	329,208	131,683
2009	19,600,684	980,034	1,960,068	980,034	3.5	1,035,433	295,838	399,966	114,276
2010	15,295,115	764,756	1,529,512	764,756	4.5	1,911,834	424,852	1,411,020	313,560
2011	7,674,843	383,742	767,484	383,742	5.5	2,584,230	469,860	535,161	97,302
2012	7,868,216	393,411	786,822	393,411	6.5	1,974,011	303,694	466,726	71,804
2013	5,881,491	294,075	588,149	294,075	7.5	801,000	106,800	962,895	128,386
2014	6,470,500	323,525	647,050	323,525	8.5	1,623,330	190,980	566,525	66,650
2015	12,973,991	648,700	1,297,399	648,700	9.5	3,051,400	160,600	4,856,875	255,625
<b>5 year</b>									
2010	497,243	49,724	99,449	49,724	0			0	49,724
2011	0	0	0	0	0.5				
2012	0	0	0	0	1.5				
2013	398,625	39,863	79,725	39,863	2.5	0	0	199,315	79,726
2014	993,000	99,300	198,600	99,300	3.5			695,100	198,600
2015	896,300	89,630	179,260	89,630	4.5	242,001	26,889	403,335	44,815
<b>Totals</b>						<b>16,176,103</b>	<b>2,011,770</b>	<b>13,551,313</b>	<b>2,410,784</b>
Return on Unmortized Portion of Assets					3.50%	566,164		474,296	
Allocation of Roads						52,280		261,398	
<b>TOTAL RETURN ON INVESTMENT</b>						<b>\$ 2,630,213</b>		<b>\$ 3,146,477</b>	

EXHIBIT B - 7

SALT LAKE CITY DEPARTMENT OF AIRPORTS  
Section 8.02 - Current Year Capital Purchases & Amortization  
Budgeted Fiscal Year Ended June 30, 2015

Description of Asset	Asset Total	First Year Mid-Year Convention	Straight line Amortization	Last Year Mid-Year Convention	Unamortized Years Remaining	Unamortized		Unamortized	
						Balance	Yearly Amortized	Balance	Yearly Amortized
						Airfield	Airfield	Terminals	Terminals
<b>20 year</b>									
Taxiway 1, Deicing Support Facility	8,403,000	210,075	420,150	210,075	19.5	8,192,925	210,075		
PFCC11	(7,800,000)	(195,000)	(390,000)	(195,000)	19.5	(7,605,000)	(195,000)		
Runway 34L Deicing Support Facility	8,178,000	204,450	408,900	204,450	19.5	7,973,550	204,450		
PFCC11	(7,878,000)	(196,950)	(393,900)	(196,950)	19.5	(7,681,050)	(196,950)		
Runway 34R Deicing Pad	35,727,000	893,175	1,786,350	893,175	19.5	34,833,825	893,175		
PFCC12	(8,489,837)	(212,246)	(424,492)	(212,246)	19.5	(8,277,591)	(212,246)		
AIP	(26,937,163)	(673,429)	(1,346,858)	(673,429)	19.5	(26,263,734)	(673,429)		
<b>Total for 20 year</b>	<b>\$ 1,203,000</b>	<b>\$ 30,075</b>	<b>\$ 60,150</b>	<b>\$ 30,075</b>		<b>\$ 1,172,925</b>	<b>\$ 30,075</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total for 15 year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>10 year</b>									
Restroom Renovations - Lower B	1,325,000	(66,250)	(132,500)	(66,250)	9.5			1,258,750	66,250
PFCC12	(1,325,000)	(66,250)	(132,500)	(66,250)	9.5			(1,258,750)	(66,250)
Concourse A & B IT Node	404,000	20,200	40,400	20,200	9.5			383,800	20,200
PFCC12	(404,000)	(20,200)	(40,400)	(20,200)	9.5			(383,800)	(20,200)
Apron Reconstruction Ease of Spots 3 & 4	3,199,000	(59,950)	(119,900)	(59,950)	9.5	3,039,050	159,950		
PFCC12	(3,148,000)	(157,400)	(314,800)	(157,400)	9.5	(2,990,600)	(157,400)		
Apron Mast Lighting Replacement	2,651,000	132,550	265,100	132,550	9.5	2,518,450	132,550		
PFCC12	(2,595,000)	(129,750)	(259,500)	(129,750)	9.5	(2,465,250)	(129,750)		
Taxiway S Pavement Reconstruction	4,637,000	231,850	463,700	231,850	9.5	4,405,150	231,850		
PFCC12	(4,537,000)	(226,850)	(453,700)	(226,850)	9.5	(4,310,150)	(226,850)		
SVRA - Apron Pavement Reconstruction	831,000	41,550	83,100	41,550	9.5				
AIP	(755,711)	(37,786)	(75,571)	(37,786)	9.5				
Asphalt Overlay - Phase 9	750,000	37,500	75,000	37,500	9.5	712,500	37,500		
Restroom Renovations Public C1	486,000	24,300	48,600	24,300	9.5			461,700	24,300
PFCC12	(486,000)	(24,300)	(48,600)	(24,300)	9.5			(461,700)	(24,300)
Concourse C & D IT Nodes	392,000	19,600	39,200	19,600	9.5			372,400	19,600
PFCC12	(392,000)	(19,600)	(39,200)	(19,600)	9.5			(372,400)	(19,600)
Restroom Renovations A	3,053,000	152,650	305,300	152,650	9.5			2,900,350	152,650
PFCC12	(1,326,500)	(76,325)	(152,650)	(76,325)	9.5			(1,450,175)	(76,325)
Replace Boiler No. 4	843,000	42,150	84,300	42,150	9.5			800,850	42,150
Rest Renovations - Operational	706,000	35,300	70,600	35,300	9.5			670,700	35,300
Roof Replacement	1,314,000	65,700	131,400	65,700	9.5			1,248,300	65,700
IAB2 UPS Unites Replace	158,000	7,900	15,800	7,900	9.5			150,100	7,900
Delaminated/Rusted Exterior Panels	100,000	5,000	10,000	5,000	9.5			95,000	5,000
Technical System Camera Views	315,000	15,750	31,500	15,750	9.5			299,250	15,750
Concourse C Main Power Feed Improvements	150,000	7,500	15,000	7,500	9.5			142,500	7,500
PCC Pavement Joint Seal Program	500,000	25,000	50,000	25,000	9.5	475,000	25,000		
Vehicle Gate 22 Relocation	150,000	7,500	15,000	7,500	9.5	142,500	7,500		
Airfield Lighting Wiring Rehabilitation Phase 1	500,000	25,000	50,000	25,000	9.5	475,000	25,000		
Glycol Reclaimations Plant Land Application Center Pumps	160,000	8,000	16,000	8,000	9.5	152,000	8,000		
SVRA Security Fence Replacement	750,000	37,500	75,000	37,500	9.5				
AIP	(750,000)	(37,500)	(75,000)	(37,500)	9.5				
SVRA - Taxiway Rehabilitation	1,159,000	57,950	115,900	57,950	9.5				
AIP	(1,106,498)	(55,325)	(110,650)	(55,325)	9.5				
Convenience Store Site Improvements	1,000,000	50,000	100,000	50,000	9.5				
Roadway Signage	150,000	7,500	15,000	7,500	9.5				
Carwash Rebuild	284,000	14,200	28,400	14,200	9.5				
Fiber Run NS12 to Police Training Facility	38,000	1,900	3,800	1,900	9.5				
Fiber Run 2204 North to North Vault	1,556,000	77,800	155,600	77,800	9.5				
Expansion Joists in Parking Structure	65,000	3,250	6,500	3,250	9.5				
Pavilion Restrooms	180,000	9,000	18,000	9,000	9.5				
Relocate Fuel Station Propane Tank	24,000	1,200	2,400	1,200	9.5				
Roof Replacement Joint Cargo Building	153,000	7,650	15,300	7,650	9.5				
Roof Replacement Vehicle Shop & Warehouse	569,000	28,450	56,900	28,450	9.5				
<b>EQUIPMENT greater than \$100,000</b>									
Finance Revenue Property Management System	375,000	18,750	37,500	18,750	9.5				
2014 M3 Runway Brooms	450,000	22,500	45,000	22,500	9.5	427,500	22,500		
2014 Oshkosh Snow Blower	750,000	37,500	75,000	37,500	9.5	712,500	37,500		
2014 ARFF Response Truck	250,000	12,500	25,000	12,500	9.5	237,500	12,500		
2014 International AWD Runway Plow Truck	195,000	9,750	19,500	9,750	9.5	185,250	9,750		
2014 International Dump Truck	210,000	10,500	21,000	10,500	9.5	199,500	10,500		
2014 International Dump Truck	210,000	10,500	21,000	10,500	9.5	199,500	10,500		
Future PFCC15 Application	(2,065,000)	(103,250)	(206,500)	(103,250)	9.5	(1,961,750)	(103,250)		
Software Upgrade to Computer Based Training System & Net	127,700	6,385	12,770	6,385	9.5				
Paint Renovation Machine	750,000	37,500	75,000	37,500	9.5	712,500	37,500		
2014 International Transport	195,000	9,750	19,500	9,750	9.5	185,250	9,750		
<b>\$ year</b>	<b>\$ 12,973,991</b>	<b>\$ 648,700</b>	<b>\$ 1,297,399</b>	<b>\$ 648,700</b>		<b>\$ 3,051,400</b>	<b>\$ 160,600</b>	<b>\$ 4,856,875</b>	<b>\$ 255,625</b>
CCTV Cameras	207,000	20,700	41,400	20,700	4.5	55,800	6,210	93,150	10,350
CCTV Cameras	(689,300)	(68,930)	(137,860)	(68,930)	4.5	(186,111)	20,679	310,185	34,465
<b>Total for 5 Year</b>	<b>896,300</b>	<b>89,630</b>	<b>179,260</b>	<b>89,630</b>		<b>242,001</b>	<b>26,889</b>	<b>403,335</b>	<b>44,815</b>
<b>TOTAL CAPITAL PURCHASES FOR FY15</b>	<b>\$ 15,073,291</b>	<b>\$ 768,405</b>	<b>\$ 1,536,669</b>	<b>768,405</b>		<b>\$ 4,466,326</b>	<b>\$ 217,564</b>	<b>\$ 5,260,210</b>	<b>\$ 300,440</b>

Illustration Purposes Only

EXHIBIT B - 8

Salt Lake City Department of Airports  
 Section 8.02 - Allocation of Debt Service  
 Budgeted Fiscal Year Ended June 30, 2015

<u>FY15 Debt Payments</u>	<u>Total</u>	<u>Airfield</u>	<u>Terminals</u>	<u>Landside</u>	<u>Roads</u>	<u>Other</u>
1989/2004A	2,400,000			2,283,570	116,430	
1990/2004B	1,850,000	431,014	751,609		254,043	413,333
	<u>4,250,000</u>	<u>431,014</u>	<u>751,609</u>	<u>2,283,570</u>	<u>370,473</u>	<u>413,333</u>
2000 A Buy Out (17 yrs)	142,063	33,098	57,717	-	19,508	31,740
2004 Bonds Issuance Costs	276,169	32,171	56,100	131,386	25,661	30,851
<i>Allocation percentages</i>		<i>0</i>	<i>0</i>	<i>1</i>		<i>0</i>
Allocation of Roads	-	20,782	103,911	207,821	(415,642)	83,128
<b>Total Debt FY14</b>	<b>\$ 4,668,232</b>	<b>\$ 517,065</b>	<b>\$ 969,337</b>	<b>\$ 2,622,777</b>	<b>\$ -</b>	<b>\$ 559,053</b>

<u>2004 Bonds Issues</u>	<u>Balance</u>	<u>Maturity Year</u>
2004 A	16,025,000	2021
2004 B	12,325,000	2021
<i>Total 2004 Principal Balance</i>	<b>\$ 28,350,000</b>	

*Illustration Purposes Only*

**EXHIBIT B - 9**

**Salt Lake City Department of Airports  
Sections 8.02 and 8.03 -Terminal Rents and Landing fees Budgeted  
Fiscal Year Ended June 30, 2015**

<b><u>Terminal Revenue Requirement</u></b>		
Base Rate = Cost in Terminals / Total Rentable Square Feet		\$63.76
<i>Where:</i>		
Total Cost in Terminals =		\$41,891,953
Total Rentable Square Feet =		656,977
<hr/>		
<b>Terminal Rate = (Total Airline Premises) * (Based Rate) / (Conditioned Space) + (1/2 Unconditioned Space)</b>		<b>\$ 74.05</b>
<i>Where:</i>		
Base rate =	\$63.76	
Airline Premises Conditioned = 1.00	317,348	317,348
Airline Premises Unconditioned = .50	<u>122,066</u>	<u>61,033</u>
Total Airline Premises =	439,414	378,381
<hr/>		
Terminal Revenue Requirements = (Total Airline Premises * Base Rate)		<u><u>\$28,019,110</u></u>

<b><u>Airfield Revenue Requirements</u></b>		
<b>Landing Fee Rate = Net Cost in Airfield / Landed Weights</b>		<b>\$ 1.96</b>
<i>Where:</i>		
Total Cost in Airfield		30,518,965
Less Airfield Revenue =		<u>5,683,400</u>
Net Costs in Airfield		<u><u>\$24,835,565</u></u>
<hr/>		
Total AUA Landed Weight =		12,684,123

(1) Projected Landed Weights  
weights in 000 of pounds

***Illustration Purposes Only***

EXHIBIT B - 10

Salt Lake City Department of Airports  
Section 8.03 - Tenant Square Footage Space  
Budgeted Fiscal Year Ended June 30, 2015

<u>Tenant Square Footage Space</u>	<u>Conditioned</u>	<u>UnConditioned</u>
American	8,201	3,584
Alaska	4,282	2,993
Delta	226,833	93,186
Frontier	3,310	1,678
Jet Blue	2,980	1,451
Southwest	28,204	6,255
United	12,120	5,322
UA Airways	1,775	2,255
Common Airline Use - Bag Claims	29,643	5,342
<b>Total Tenant Space</b>	<b>317,348</b>	<b>122,066</b>

**EXHIBIT B - 11**

**Salt Lake City Department of Airports  
Section 8.06 - Adjustment to Actual  
Fiscal Year Ended June 30, 2013**

<b>Reconciliation in Rates Fiscal Years Ended June 30, 2013</b>		
FY 2013		
Effective July 1, 2012	\$73.82	\$1.816
City Return on Investment Average	(0.02)	(0.005)
Debt Allocation of Principal		
<b>RNI Changes:</b>		
FY13 Capital Projects	(0.27)	0.001
FY13 Capital Equipment Over \$100K	0.03	-
FY12 Capital Projects & Equipment	(0.46)	(0.013)
<b>Cost by Cost Center:</b>		
FY13 Update of O & M Expenses & Salary	(0.13)	0.147
FY13 General Administration 5 Year Average	0.67	(0.026)
Prior Year Adjustment FY12	(1.93)	(0.017)
Capital Equipment & Projects Under \$100K	0.46	0.043
Revenue Deductions	0.04	0.018
O&M Reserve Adjustment	(0.38)	0.014
<b>Space Changes:</b>		
Space Changes	(0.48)	
<b>Landed Weights:</b>		
Landed Weights		(0.065)
Impact on Rates	(2.47)	0.097
<b>Actual Rate FY 2013</b>	<b>\$71.35</b>	<b>\$1.913</b>

<b>Revenue Requirements Fiscal Years Ended June 30, 2013</b>	
<b><u>FY13 DUE OR (OWE) CALCULATION</u></b>	<b><u>AMOUNT</u></b>
<b>LANDING FEES</b>	
Due	\$ 21,760,560
Less Net Billed	(20,770,433)
Net Due or (Owed to Airlines)	990,128
<b>TERMINAL RENTS</b>	
Due	\$ 26,815,125
Less Net Billed	(27,771,252)
Net Due or (Owed to Airlines)	(956,128)
<b>Net Due to Airport for the FY13 True-Up</b>	<b>\$ 34,000</b>
<b>Incorporated into FY15 Rates</b>	

<b><u>REVENUE SHARING \$1.00 PER ENPLANED PASSENGERS</u></b>	
FY13 Actual Enplaned Passengers Eligible for Credit	10,013,679
Less Credits Given Monthly During FY13	(9,417,068)
<b>Additional Credit Combined to FY14 Monthly Credits</b>	<b>\$ 596,611</b>

*Illustration Purposes Only*

EXHIBIT B - 12

Salt Lake City Department of Airports  
 Section 8.03 - Historical and Forecast Airline Revenue  
 Budgeted Fiscal Year Ended June 30, 2015

	FY 05/06 Actual	FY 06/07 Actual	FY 07/08 Actual	FY 08/09 Actual	FY 09/10 Actual	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Actual	FY 13/14 Forecast	FY 14/15 Budget Request
<b>Airfield Revenue Requirements</b>										
Scheduled Airlines Airfield Revenue	\$ 10,100,200	\$ 10,979,400	\$ 11,734,700	\$ 12,383,000	\$ 12,515,600	\$ 20,658,000	\$ 21,524,000	\$ 21,761,000	\$ 22,224,700	\$ 22,864,014
<b>Terminal Revenue Requirements</b>										
Airline Terminal Rents - TU1	7,838,800	7,706,500	7,643,545	6,607,921	6,597,400	8,346,700	8,120,900	8,022,100	7,994,377	8,708,575
Airline Terminal Rents - TU2	14,245,000	15,143,000	15,080,400	15,131,200	15,923,400	18,565,300	19,080,100	18,792,900	18,331,701	19,310,534
Total Terminal Revenue Requirements	22,083,800	22,849,500	22,723,945	21,739,121	22,520,800	26,912,000	27,201,000	26,815,000	26,326,078	28,019,110
Total Airlines Revenue Requirements	\$ 32,184,000	\$ 33,828,900	\$ 34,458,645	\$ 34,122,121	\$ 35,036,400	\$ 47,570,000	\$ 48,725,000	\$ 48,576,000	\$ 48,550,778	\$ 50,883,123
Less Enplaned Passenger Credit						10,284,613	10,007,605	10,013,679	10,075,100	10,453,098
<b>Net Airlines Revenue Requirements</b>	<b>\$ 32,184,000</b>	<b>\$ 33,828,900</b>	<b>\$ 34,458,645</b>	<b>\$ 34,122,121</b>	<b>\$ 35,036,400</b>	<b>\$ 37,285,387</b>	<b>\$ 38,717,395</b>	<b>\$ 38,562,321</b>	<b>\$ 38,475,678</b>	<b>\$ 40,430,025</b>
Enplaned Passengers	10,909,219	10,825,800	10,877,600	9,994,429	10,276,871	10,427,742	10,121,707	10,044,069	10,075,100	10,453,098
<i>Cost Per Enplaned Passengers</i>	\$ 2.95	\$ 3.12	\$ 3.17	\$ 3.41	\$ 3.41	\$ 3.58	\$ 3.83	\$ 3.84	\$ 3.82	\$ 3.87
Net Operating Revenue	\$ 96,783,100	\$ 105,428,300	\$ 110,725,900	\$ 108,240,665	\$ 107,497,600	\$ 113,377,000	\$ 117,460,700	\$ 123,855,400	\$ 123,066,100	\$ 124,394,800
<i>Airline Revenue Percentage of Total</i>	<b>33%</b>	<b>32%</b>	<b>31%</b>	<b>32%</b>	<b>33%</b>	<b>33%</b>	<b>33%</b>	<b>31%</b>	<b>31%</b>	<b>33%</b>
Airfield Revenue Rate	\$ 0.743	\$ 0.849	\$ 0.875	\$ 0.985	\$ 1.077	\$ 1.683	\$ 1.850	\$ 1.910	\$ 1.928	\$ 1.958
Terminal Revenue Rate - TU1	\$ 65.13	\$ 69.19	\$ 68.53	\$ 60.59	\$ 64.82	\$ 74.59	\$ 72.43	\$ 71.35	\$ 70.68	\$ 74.05
Terminal Revenue Rate - TU2	\$ 65.13	\$ 69.19	\$ 68.53	\$ 60.59	\$ 64.82	\$ 74.59	\$ 72.43	\$ 71.35	\$ 70.68	\$ 74.05

**EXHIBIT B-13**

**AUA Section 8.07**

**ILLUSTRATIVE REVENUE SHARING CALCULATIONS**

**Fiscal Year 2015**

*Enplaned Passengers* = 9,800,000

*Revenue Sharing* = 9,800,000 x \$1 = \$9,800,000 (\$1/Enplaned Passenger)

But only if both of the following are true:

- (a) Net Remaining Revenue  $\geq$  \$32,666,667 AND
- (b) Annual Adjusted Gross Revenues  $\geq$  \$9,800,000

**Fiscal Year 2016**

*Enplaned Passengers* = 10,100,000

*Growth in Traffic* = 10,100,000/9,800,000 = 1.03

*Revenue Sharing* = (10,000,000 x \$1) + (100,000 x \$1.03) = \$10,103,000 (\$1.0003/EP)

But only if both of the following are true:

- (a) Net Remaining Revenue  $\geq$  \$33,676,667 AND
- (b) Annual Adjusted Gross Revenues  $\geq$  \$10,103,000

**Fiscal Year 2017**

*Enplaned Passengers* = 10,800,000

*Growth in Traffic* = 10,800,000/9,800,000 = 1.10

*Revenue Sharing* = (10,000,000 x \$1) + (800,000 x \$1.10) = \$10,880,000 (\$1.007/EP)

But if:

- (a) Net Remaining Revenue = \$35,000,000 AND
  - (b) Annual Adjusted Gross Revenues  $\geq$  \$10,500,000
- Then Revenue Sharing = \$35,000,000 x .30 = \$10,500,000 (\$0.97/EP)

Alternatively, if:

- (a) Net Remaining Revenue  $\geq$  \$35,000,000 AND
  - (b) Annual Adjusted Gross Revenues = \$10,500,000
- Then Revenue Sharing = \$10,500,000 (\$0.97/EP)



EXHIBIT B - 14

Salt Lake City Department of Airports  
Article 8.03 - Joint and Common Use Charge Calculations

<u>Fees and Other Charges</u>	<u>AUA Article</u>	<u>Effective July</u> <u>1, 2014</u>	<u>Description</u>
Gate Use	8.03.5	\$ 138	Per Use/Limit Three Hours
Jet Bridge Use	8.03.5	\$ 23	Per Use/Limit Three Hours
Common Use Ticket Counter and Bag Makeup Charges	8.03.6	\$ 289	Per Use/Limit Three Hours
Bag Claim Charges - Per Enplaned PAX	8.03.7	\$ 0.42	Per Enplaned Passenger
International Facility Use Fee - Per Deplaned PAX	8.03.8	\$ 3.19	Per Deplaned International Passenger

*Illustration Purposes Only*

EXHIBIT B - 15

Salt Lake City Department of Airports  
Section 8.03.4 -Domestic Baggage Claim Joint Use Charges

	<u>Sq. Feet</u>	<u>FY15 Rate</u>	<u>TU1 Cost</u>	<u>TU2 Cost</u>
Square Footage of Baggage Claim TU1	14,861	\$ 74.05	1,100,400	
Square Footage of Bag Claim TU2	14,782	\$ 74.05		1,094,600
Square Footage of Canopy TU1 - Unconditioned Space	5,315	\$ 37.02	196,700	
Total Cost for Domestic Baggage Claim Areas			<u>\$ 1,297,100</u>	<u>\$ 1,094,600</u>
20% Equally Among Airlines with Scheduled Domestic Service			259,420	218,920
80% Charge Based on Local Enplaned Passengers			1,037,680	875,680
<b>Total Domestic Baggage Claim Joint Use Charge</b>			<u><u>\$ 1,297,100</u></u>	<u><u>\$ 1,094,600</u></u>

*Illustration Purposes Only*

**EXHIBIT B - 16**

**Salt Lake City Department of Airports  
Section 8.03.5 - Charges for Common Use Gates and Jet Bridges**

	<u>Alaska</u>	<u>American / US Airways</u>	<u>Delta</u>	<u>Frontier</u>	<u>JetBlue</u>	<u>Southwest</u>	<u>United</u>
<b>Gate Use</b>							
Gatehold Square Footage	3,017	2,883	64,743	1,629	1,507	12,486	3,964
Conditioned Space Rate Times Square Footage	\$ 74.05 \$ 223,409	\$ 213,486	\$ 4,794,219	\$ 120,627	\$ 111,593	\$ 924,588	\$ 293,534
Daily Cost for Gatehold Space Based on 365 Days	\$ 612	\$ 585	\$ 13,135	\$ 330	\$ 306	\$ 2,533	\$ 804
Daily Departures per day (based on OAG average 2013)	11	17	95	5	3	31	19
<b>Gate Hold Cost per Turn</b>	<u>\$ 55.64</u>	<u>\$ 34.41</u>	<u>\$ 138.26</u>	<u>\$ 66.10</u>	<u>\$ 101.91</u>	<u>\$ 81.71</u>	<u>\$ 42.33</u>

<b>Jet Bridge Use</b>							
Loading Bridge Maintenance FY15	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150
Number of Gates with Bridges	<u>2</u>	<u>2</u>	<u>39</u>	<u>1</u>	<u>1</u>	<u>6</u>	<u>3</u>
Total Monthly Cost for Bridges FY15	2,300	2,300	44,850	1,150	1,150	6,900	3,450
<b>Jet Bridge Use Per Departure</b>	\$ 6.97	\$ 4.51	\$ 15.74	\$ 7.67	\$ 12.78	\$ 7.42	\$ 6.05
24 Mo. Average for 400 HZ Power	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>
<b>Jet Bridge Cost per Turn</b>	\$ 13.97	\$ 11.51	\$ 22.74	\$ 14.67	\$ 19.78	\$ 14.42	\$ 13.05

*Recommendation:*

<b>Charges for Common Use Gates and Jet Bridges</b>	
Common Use Gate Charge	<b>\$ 138</b>
Jet Bridge Use Charge	<b>\$ 23</b>

*Illustration Purposes Only*

EXHIBIT B - 17

Salt Lake City Department of Airports  
Section 8.03.6 - Common Use Ticket Counter Charges and Bag Make-Up Charges

	<u>Square Footage</u>	<u>FY15 Forecast Rate</u>	<u>Yearly Charge</u>	<u>Per Use Charge</u>
Queuing Space - Conditioned	259	\$ 74.05	\$19,179	\$ 53
Common Use Ticket Counter Space - Conditioned	257	\$ 74.05	\$19,000	\$ 52
Office Space - Conditioned	188	\$ 74.05	\$13,900	\$ 38
Bag Make-up Space - Unconditioned	1,446	\$ 37.02	\$53,400	\$ 146
<b>Common Use Ticket Counter and Bag Make-Up Charge</b>				<b>\$ 289</b>

*Illustration Purposes Only*

EXHIBIT B - 18

Salt Lake City Department of Airports  
Section 8.03.7 - Common Use Bag Claim Charges

	<u>Sq. Feet</u>	<u>FY15 Rate</u>	<u>Total Cost</u>
Square Footage of Baggage Claim TU1	14,861	\$ 74.05	\$ 1,100,400
Square Footage of Bag Claim TU2	14,782	\$ 74.05	\$ 1,094,600
Square Footage of Canopy TU1 - Unconditioned Space	5,342	\$ 37.02	\$ 197,700
Total Cost for Domestic Baggage Claim Areas			2,392,700
Local Enplaned Passengers for FY13			<u>5,723,900</u>
<b>Common Use Bag Claim Charges Per Enplaned Passenger</b>			<u><b>\$ 0.42</b></u>

*Illustration Purposes Only*

EXHIBIT B - 19

Salt Lake City Department of Airports  
Section 8.03.8 - Charges for Use of the FIS Facility and International Baggage Claim Area

SUMMARY for July 1, 2014		
Triturator Expenses	\$	57,025
Utility Expenses	\$	157,978
Janitorial Expenses	\$	67,837
Cost Recovery of Cart Fees 107,327 @ \$0.37	\$	39,701
Staffing of one SLC Employee during flight arrivals	\$	20,209
<b>Total Estimated Costs</b>	<b>\$</b>	<b>342,750</b>
FY15 Forecast Deplaned Passengers Less the Canadian Passengers		107,300
<b>Rate Per Deplaned International Passengers</b>	<b>\$</b>	<b>3.19</b>

*Illustration Purposes Only*

**EXHIBIT B - 20**

**Sections 8.04.1 - 8.04.3 Other Fees and Charges  
Effective July 1, 2013**

<u>Description</u>	<u>Amount</u>	<u>Notes</u>
<b>Article 8.04.1</b>		
(a) Remain Overnight (RON)		
Aircraft Groups 1 & 2	\$ 50.00	Aircraft remaining overnight and parked beyond the bounds of each leased terminal aircraft apron
Aircraft Groups 3 & Higher	\$ 100.00	
(b) GSE Storage Area Charges (GSE)	\$ 0.35	120% of prevailing ground rent per square foot
(c) Open Storage Area Charges	\$ 1.00	200% of prevailing GSE Storage Area Charge, but not less than \$1.00
(d) Kiosk Charges	\$ 622.98	Conditioned space rate times nine (9) square feet
<b>Article 8.04.2</b>		
(a) Employee Parking		
Domiciled Employees	\$ 24.00	Employee parking permit per month
Non Domiciled Employees	\$ 45.00	
Employee Badging		
Fingerprinting	\$ 21.00	Employee new hire cost
Security Threat Assessment	\$ 9.00	
<b>Article 8.04.3</b>		
(a) Stacking Charges		
Aircraft Groups 1 & 2	\$ 50.00	Airline stack aircraft beyond the bounds of each leased terminal aircraft apron
Aircraft Groups 3 & Higher	\$ 100.00	

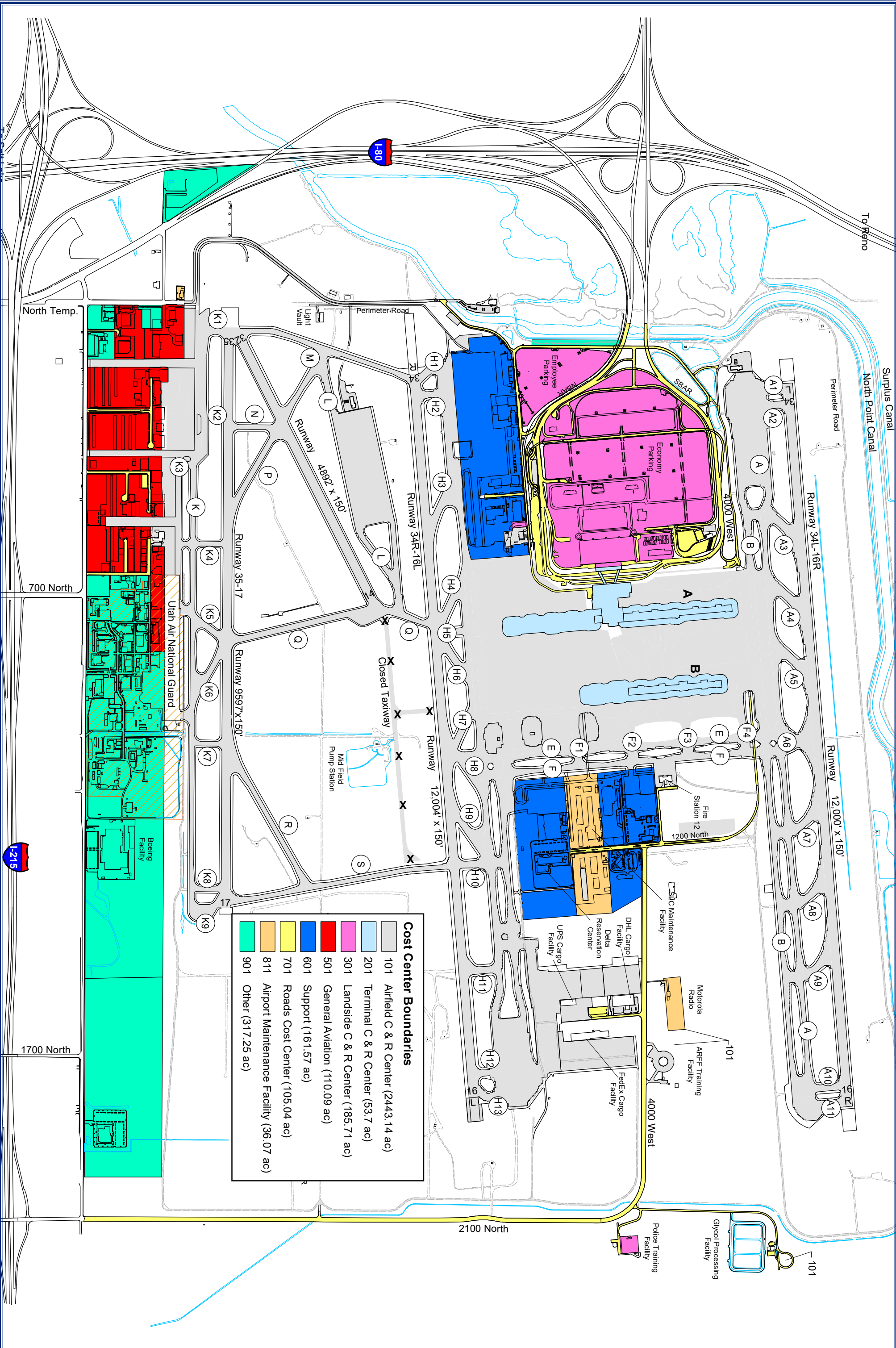
*Illustration Purposes Only*

## **Exhibit B**

### **Rates and Charges - Amended Effective July 1, 2024**

- B-1 Cost Center Boundaries**
- B-2 Total Cost Center Expense**
- B-3 Operating Expense by Cost Center**
- B-4 Airfield & Terminal Revenues Offsets**
- B-5 Return on Investment**
- B-6 Amortization Schedule**
- B-7 Current Year Capital Purchases & Amortization**
- B-8 Allocation of Debt Service**
- B-9 Terminal Rents and Landing Fees**
- B-10 Tenant Square Footage Space**
- B-11 Adjustment to Actual**
- B-12 Historical and Forecast Airline Revenue**
- B-13 Illustrative Revenue Sharing Calculations**
- B-14 Joint and Common Use Charge Calculations**
- B-15 Domestic Baggage Claim Joint Use Charge**
- B-16 Charges for Common Use Gates and Jet Bridges**
- B-17 Common Use Ticket Counter Charges and Bag Make-up Charges**
- B-18 Common Use Bag Claim Charges**
- B-19 Charges for Use of the FIS Facility and International Baggage Claim Area**
- B-20 Other Fees and Charges**



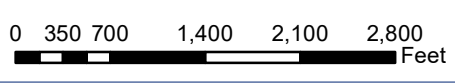


**Cost Center Boundaries**

101	Airfield C & R Center (2443.14 ac)
201	Terminal C & R Center (53.7 ac)
301	Landside C & R Center (185.71 ac)
501	General Aviation (110.09 ac)
601	Support (161.57 ac)
701	Roads Cost Center (105.04 ac)
811	Airport Maintenance Facility (36.07 ac)
901	Other (317.25 ac)

**Cost Center Boundaries Exhibit B-1 (Amended) July 1, 2024**

**Salt Lake City Department of Airports**  
Geographic Information System



**EXHIBIT B-2**

**Salt Lake City Department of Airports 8.01 -  
Total Cost Center Expense  
(Amended) July 1, 2024**

**Table Shows Fiscal Year Ended June 30, 2023**

	<u>Airfield</u>	<u>Terminals</u>	<u>Landside</u>	<u>Auxiliary Airports</u>	<u>Other</u>	<u>Total</u>
Operating and Maintenance	\$ 49,081,159	\$ 61,951,812	\$ 20,101,577	\$ 5,440,703	\$ 9,831,876	\$ 146,407,127
Less Revenue Deduction Exhibit 8.02 & 8.03	<u>(9,667,198)</u>	<u>(7,640,277)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(17,307,475)</u>
Total Operating and Maintenance Less Revenues	39,413,961	54,311,535	20,101,577	5,440,703	9,831,876	129,099,652
FY21 True Up Adjustment	(5,648,971)	(75,683)				(5,724,653)
Return on City Investment	10,156,932	10,342,790	5,581,278	847,909	2,177,428	29,106,338
Net Debt Service and Deposit to Coverage Account	6,002,016	57,718,931	-	-	6,267,857	69,988,804
Operating and Maintenance Reserve	1,150,913	1,452,719	-	-	829,495	3,433,126
Renewal and Replacement Fund Reserve	-	-	-	-	-	-
<b>Total</b>	<b>\$ 51,074,851</b>	<b>\$ 123,750,292</b>	<b>\$ 25,682,855</b>	<b>\$ 6,288,612</b>	<b>\$ 19,106,656</b>	<b>\$ 225,903,266</b>

**EXHIBIT B-3**

**Salt Lake City Department of Airports 8.05 -  
Operating Expense by Cost Center  
(Amended) July 1, 2024  
Table Shows Fiscal Year Ended June 30, 2023**

	<u>Total</u>	<u>Airfield</u>	<u>Terminals</u>	<u>Landside</u>	<u>Aux Airports</u>	<u>Roads</u>	<u>General Admin.</u>	<u>Other</u>	<u>General Aviation</u>	<u>South Support</u>
Direct Expenses	\$ 144,158,519	\$ 27,435,117	\$ 33,854,942	\$ 8,259,971	\$ 3,096,867	\$ 6,242,927	\$ 61,200,505	\$ 1,969,733	\$ 869,974	\$ 1,228,484
Five Yr. Average General & Administration	100%	33%	41%	10%	4%	7%	0%	2%	1%	1%
Five Yr. Average Allocation G & A Expense		20,388,992	24,911,090	6,102,216	2,255,832	4,553,970	(61,200,505)	1,462,125	631,068	895,211
Fixed assets under the Capitalized Amount	2,248,608	706,407	432,571	232,972	88,003	215,941	0	8,104	5,198	559,412
Total Allocation of Expenses	146,407,127	48,530,517	59,198,603	14,595,158	5,440,703	11,012,838	0	3,439,962	1,506,239	2,683,107
Allocation of Roads Percentage		5.0%	25.0%	50.0%				20.0%		
Allocation of Roads Cost Center Expense		550,642	2,753,209	5,506,419		(11,012,838)		2,202,568		
<b>Total Operating Exp. by Cost Center</b>	<b>\$146,407,127</b>	<b>\$49,081,159</b>	<b>\$61,951,812</b>	<b>\$20,101,577</b>	<b>\$5,440,703</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,642,530</b>	<b>\$1,506,239</b>	<b>\$2,683,107</b>
Less Revenues Deductions 8.02 and 8.03	(17,307,475)	(9,667,198)	(7,640,277)							
<b>Total Operating Exp. Less of Revenues</b>	<b>\$129,099,652</b>	<b>\$39,413,961</b>	<b>\$54,311,535</b>	<b>\$20,101,577</b>	<b>\$5,440,703</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,642,530</b>	<b>\$1,506,239</b>	<b>\$2,683,107</b>

**EXHIBIT B-4**

**Salt Lake City Department of Airports  
8.02 Airfield and 8.03 Terminal Revenues Offsets  
(Amended) July 1, 2024  
Table Shows Fiscal Year Ended June 30, 2023**

<u><b>Airfield Cost Center</b></u>		
Operating and Maintenance		\$ 49,081,159
FY21 True Up Adjustment		(5,648,971)
Return on City Investment		10,156,932
Net Debt Service and Deposit to Coverage Account		6,002,016
Operating and Maintenance Reserve		1,150,913
Renewal and Replacement Fund Reserve		-
<b>Total Airfield Costs</b>		<b>\$ 60,742,049</b>
<u><b>Airfield Revenues</b></u>		
	<u>Code</u>	<u>Amount</u>
Fuel Farm	1710	\$ 1,809,200
Cargo Ramp Use Fee	1712	382,100
Flight Kitchen	1734	2,329,100
ARFF Training Revenue	1760	-
Leased Site Areas on Airfield	1752	105,348
State Aviation Fuel Tax	1786	3,224,300
Fuel Oil Royalties	1788	765,000
Glycol Recycling Sales	1789	306,000
Utah Air National Guard	1790	70,500
K-9 Grant	1794	126,250
RON - Overnight Rate	1717	549,400
<b>Total Airfield Revenues</b>		<b>\$ 9,667,198</b>
<b>Net Airfield Costs</b>		<b>\$ 51,074,851</b>

<u><b>Terminal Cost Center</b></u>		
Operating and Maintenance		\$ 61,951,812
FY21 True Up Adjustment		(75,683)
Return on City Investment		10,342,790
Net Debt Service and Deposit to Coverage Account		57,718,931
Operating and Maintenance Reserve		1,452,719
Renewal and Replacement Fund Reserve		-
<b>Total Terminal Costs</b>		<b>\$ 131,390,569</b>
<u><b>Terminal Revenues</b></u>		
	<u>Code</u>	<u>Amount</u>
Jet Bridge	1719	1,582,500
CRDC Revenue	1713	1,955,800
IAB use Fees	1713	1,774,700
Shared Tenant Telephone Fees	1715	59,300
Leased Site Areas	1752	1,763,427
Reimbursed Utilities and Janitorial	179202	38,000
LEO Charges reimbursed by TSA	1780	340,300
K-9 Grant	1794	126,250
<b>Total Terminal Revenues</b>		<b>\$ 7,640,277</b>
<b>Net Terminal Costs</b>		<b>\$ 123,750,292</b>

**EXHIBIT B-5**

**Salt Lake City Department of Airports Return on Investment  
(Amended) July 1, 2024  
Table Shows Fiscal Year Ended June 30, 2023**

<u>DESCRIPTION</u>		<u>Airfield Cost Center</u>		<u>Terminal Cost Center</u>		<u>Landside Cost Center</u>		<u>Auxiliary Cost Center</u>		<u>Other Cost Center</u>		<u>Total Cost Center</u>
Straight Line Portion of Assets		8,536,306		7,589,318		4,557,699		719,896		1,567,598		23,349,507
Allocation of Roads	5%	18,935	25%	94,673	50%	189,345		0	20%	75,738		0
Return on Unamortized Portion of Assets	1.97%	1,530,283		2,514,284		641,451		128,014		446,941		5,338,599
Allocation of Roads	5%	3,881	25%	19,407	50%	38,813		0	20%	15,525		0
Debt Service Payments		67,527		125,109		153,970		0		71,625		418,232
<b>TOTAL RETURN ON INVESTMENT</b>		<u><b>\$10,156,932</b></u>		<u><b>\$10,342,790</b></u>		<u><b>\$5,581,278</b></u>		<u><b>\$847,909</b></u>		<u><b>\$2,177,428</b></u>		<u><b>\$29,106,338</b></u>
		35%		36%		19%		3%		7%		

EXHIBIT B - 6

SALT LAKE CITY DEPARTMENT OF AIRPORTS  
Section 8.02 - Amortization Schedule  
Budgeted Fiscal Year Ended June 30, 2015

	Asset Total	First Year Mid-Year Convention	Straight line Amortization	Last Year Mid-Year Convention	Unamortized Years Remaining	Unamortized Balance Airfield	Yearly Amortization Airfield	Unamortized Balance Terminals	Yearly Amortization Terminals
<b>20 year</b>									
1995	0	0	0	0	0				
1996	0	0	0	0	0.5				
1997	0	0	0	0	1.5				
1998	0	0	0	0	2.5				
1999	8,924,281	223,107	446,214	223,107	3.5				
2000	0	0	0	0	4.5				
2001	0	0	0	0	5.5				
2002	0	0	0	0	6.5				
2003	0	0	0	0	7.5				
2004	0	0	0	0	8.5				
2005	0	0	0	0	9.5				
2006	421,926	10,548	21,096	10,548	10.5	221,511	21,096		
2007	0	0	0	0	11.5				
2008	3,100,000	77,500	155,000	77,500	12.5				
2009	0	0	0	0	13.5				
2010	856,586	21,415	42,829	21,415	14.5	621,025	42,829		
2011	0	0	0	0	15.5				
2012	514,771	12,869	25,739	12,869	16.5	424,686	25,739		
2013	0	0	0	0	17.5				
2014	206,000	5,150	10,300	5,150	18.5	190,550	10,300		
2015	1,203,000	30,075	60,150	30,075	19.5	1,172,925	30,075		
<b>15 year</b>									
2000	4,274,131	142,471	284,942	142,471	0			0	142,471
2001	436,625	14,554	29,108	14,554	0.5			14,554	29,108
2002	5,828,445	194,282	388,563	194,282	1.5			582,845	388,563
2003	532,863	17,762	35,524	17,762	2.5			88,811	35,524
2004	0	0	0	0	3.5			0	0
2005	498,775	16,626	33,252	16,626	4.5			59,853	13,301
2006	1,179,391	39,313	78,626	39,313	5.5			432,443	78,626
2007	841,875	28,063	56,125	28,063	6.5			364,813	56,125
2008	264,300	8,810	17,620	8,810	7.5			132,150	17,620
2009	0	0	0	0	8.5			0	0
2010	1,693,412	56,447	112,894	56,447	9.5			1,072,494	112,894
2011	0	0	0	0	10.5				
2012	0	0	0	0	11.5				
2013	0	0	0	0	12.5				
2014	0	0	0	0	13.5				
2015	0	0	0	0	14.5				
<b>10 year</b>									
2005	2,888,112	144,406	288,811	144,406	0	0	76,642	0	29,951
2006	9,167,809	458,390	916,781	458,390	0.5	-167,706	-335,412	-22,775	-45,550
2007	28,432,897	1,421,645	2,843,290	1,421,645	1.5	-131,105	-87,403	0	0
2008	11,104,521	555,226	1,110,452	555,226	2.5	620,978	248,391	329,208	131,683
2009	19,600,684	980,034	1,960,068	980,034	3.5	1,035,433	295,838	399,966	114,276
2010	15,295,115	764,756	1,529,512	764,756	4.5	1,911,834	424,852	1,411,020	313,560
2011	7,674,843	383,742	767,484	383,742	5.5	2,584,230	469,860	535,161	97,302
2012	7,868,216	393,411	786,822	393,411	6.5	1,974,011	303,694	466,726	71,804
2013	5,881,491	294,075	588,149	294,075	7.5	801,000	106,800	962,895	128,386
2014	6,470,500	323,525	647,050	323,525	8.5	1,623,330	190,980	566,525	66,650
2015	12,973,991	648,700	1,297,399	648,700	9.5	3,051,400	160,600	4,856,875	255,625
<b>5 year</b>									
2010	497,243	49,724	99,449	49,724	0			0	49,724
2011	0	0	0	0	0.5				
2012	0	0	0	0	1.5				
2013	398,625	39,863	79,725	39,863	2.5	0	0	199,315	79,726
2014	993,000	99,300	198,600	99,300	3.5			695,100	198,600
2015	896,300	89,630	179,260	89,630	4.5	242,001	26,889	403,335	44,815
	<b>160,919,728</b>				<b>Totals</b>	<b>16,176,103</b>	<b>2,011,770</b>	<b>13,551,313</b>	<b>2,410,784</b>
		<b>Return on Unmortized Portion of Assets</b>			3.50%		566,164		474,296
		<b>Allocation of Roads</b>					52,280		261,398
		<b>TOTAL RETURN ON INVESTMENT</b>					<b>\$ 2,630,213</b>		<b>\$ 3,146,477</b>

EXHIBIT B - 7

SALT LAKE CITY DEPARTMENT OF AIRPORTS  
Section 8.02 - Current Year Capital Purchases & Amortization  
Budgeted Fiscal Year Ended June 30, 2015

Description of Asset	Asset Total	First Year Mid-Year Convention	Straight line Amortization	Last Year Mid-Year Convention	Unamortized Years Remaining	Unamortized		Unamortized	
						Balance	Yearly Amortized	Balance	Yearly Amortized
						Airfield	Airfield	Terminals	Terminals
<b>20 year</b>									
Taxiway 1, Deicing Support Facility	8,403,000	210,075	420,150	210,075	19.5	8,192,925	210,075		
PFCC11	(7,800,000)	(195,000)	(390,000)	(195,000)	19.5	(7,605,000)	(195,000)		
Runway 34L Deicing Support Facility	8,178,000	204,450	408,900	204,450	19.5	7,973,550	204,450		
PFCC11	(7,878,000)	(196,950)	(393,900)	(196,950)	19.5	(7,681,050)	(196,950)		
Runway 34R Deicing Pad	35,727,000	893,175	1,786,350	893,175	19.5	34,833,825	893,175		
PFCC12	(8,489,837)	(212,246)	(424,492)	(212,246)	19.5	(8,277,591)	(212,246)		
AIP	(26,937,163)	(673,429)	(1,346,858)	(673,429)	19.5	(26,263,734)	(673,429)		
<b>Total for 20 year</b>	<b>\$ 1,203,000</b>	<b>\$ 30,075</b>	<b>\$ 60,150</b>	<b>\$ 30,075</b>		<b>\$ 1,172,925</b>	<b>\$ 30,075</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total for 15 year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>10 year</b>									
Restroom Renovations - Lower B	1,325,000	(66,250)	(132,500)	(66,250)	9.5			1,258,750	66,250
PFCC12	(1,325,000)	(66,250)	(132,500)	(66,250)	9.5			(1,258,750)	(66,250)
Concourse A & B IT Node	404,000	20,200	40,400	20,200	9.5			383,800	20,200
PFCC12	(404,000)	(20,200)	(40,400)	(20,200)	9.5			(383,800)	(20,200)
Apron Reconstruction Ease of Spots 3 & 4	3,199,000	(59,950)	(119,900)	(59,950)	9.5	3,039,050	159,950		
PFCC12	(3,148,000)	(157,400)	(314,800)	(157,400)	9.5	(2,990,600)	(157,400)		
Apron Mast Lighting Replacement	2,651,000	132,550	265,100	132,550	9.5	2,518,450	132,550		
PFCC12	(2,595,000)	(129,750)	(259,500)	(129,750)	9.5	(2,465,250)	(129,750)		
Taxiway S Pavement Reconstruction	4,637,000	231,850	463,700	231,850	9.5	4,405,150	231,850		
PFCC12	(4,537,000)	(226,850)	(453,700)	(226,850)	9.5	(4,310,150)	(226,850)		
SVRA - Apron Pavement Reconstruction	831,000	41,550	83,100	41,550	9.5				
AIP	(755,711)	(37,786)	(75,571)	(37,786)	9.5				
Asphalt Overlay - Phase 9	750,000	37,500	75,000	37,500	9.5	712,500	37,500		
Restroom Renovations Public C1	486,000	24,300	48,600	24,300	9.5			461,700	24,300
PFCC12	(486,000)	(24,300)	(48,600)	(24,300)	9.5			(461,700)	(24,300)
Concourse C & D IT Nodes	392,000	19,600	39,200	19,600	9.5			372,400	19,600
PFCC12	(392,000)	(19,600)	(39,200)	(19,600)	9.5			(372,400)	(19,600)
Restroom Renovations A	3,053,000	152,650	305,300	152,650	9.5			2,900,350	152,650
PFCC12	(1,326,500)	(76,325)	(152,650)	(76,325)	9.5			(1,450,175)	(76,325)
Replace Boiler No. 4	843,000	42,150	84,300	42,150	9.5			800,850	42,150
Rest Renovations - Operational	706,000	35,300	70,600	35,300	9.5			670,700	35,300
Roof Replacement	1,314,000	65,700	131,400	65,700	9.5			1,248,300	65,700
IAB2 UPS Unites Replace	158,000	7,900	15,800	7,900	9.5			150,100	7,900
Delaminated/Rusted Exterior Panels	100,000	5,000	10,000	5,000	9.5			95,000	5,000
Technical System Camera Views	315,000	15,750	31,500	15,750	9.5			299,250	15,750
Concourse C Main Power Feed Improvements	150,000	7,500	15,000	7,500	9.5			142,500	7,500
PCC Pavement Joint Seal Program	500,000	25,000	50,000	25,000	9.5	475,000	25,000		
Vehicle Gate 22 Relocation	150,000	7,500	15,000	7,500	9.5	142,500	7,500		
Airfield Lighting Wiring Rehabilitation Phase 1	500,000	25,000	50,000	25,000	9.5	475,000	25,000		
Glycol Reclamintions Plant Land Application Center P'vots	160,000	8,000	16,000	8,000	9.5	152,000	8,000		
SVRA Security Fence Replacement	750,000	37,500	75,000	37,500	9.5				
AIP	(750,000)	(37,500)	(75,000)	(37,500)	9.5				
SVRA - Taxiway Rehabilitation	1,159,000	57,950	115,900	57,950	9.5				
AIP	(1,106,498)	(55,325)	(110,650)	(55,325)	9.5				
Convenience Store Site Improvements	1,000,000	50,000	100,000	50,000	9.5				
Roadway Signage	150,000	7,500	15,000	7,500	9.5				
Carwash Rebuild	284,000	14,200	28,400	14,200	9.5				
Fiber Run NS12 to Police Training Facility	38,000	1,900	3,800	1,900	9.5				
Fiber Run 2204 North to North Vault	1,556,000	77,800	155,600	77,800	9.5				
Expansion Joins in Parking Structure	65,000	3,250	6,500	3,250	9.5				
Pavilion Restrooms	180,000	9,000	18,000	9,000	9.5				
Relocate Fuel Station Propane Tank	24,000	1,200	2,400	1,200	9.5				
Roof Replacement Joint Cargo Building	153,000	7,650	15,300	7,650	9.5				
Roof Replacement Vehicle Shop & Warehouse	569,000	28,450	56,900	28,450	9.5				
<b>EQUIPMENT greater than \$100,000</b>									
Finance Revenue Property Management System	375,000	18,750	37,500	18,750	9.5				
2014 M3 Runway Brooms	450,000	22,500	45,000	22,500	9.5	427,500	22,500		
2014 Oshkosh Snow Blower	750,000	37,500	75,000	37,500	9.5	712,500	37,500		
2014 ARFF Response Truck	250,000	12,500	25,000	12,500	9.5	237,500	12,500		
2014 International AWD Runway Plow Truck	195,000	9,750	19,500	9,750	9.5	185,250	9,750		
2014 International Dump Truck	210,000	10,500	21,000	10,500	9.5	199,500	10,500		
2014 International Dump Truck	210,000	10,500	21,000	10,500	9.5	199,500	10,500		
Future PFCC15 Application	(2,065,000)	(103,250)	(206,500)	(103,250)	9.5	(1,961,750)	(103,250)		
Software Upgrade to Computer Based Training System & Net	127,700	6,385	12,770	6,385	9.5				
Paint Renovation Machine	750,000	37,500	75,000	37,500	9.5	712,500	37,500		
2014 International Transport	195,000	9,750	19,500	9,750	9.5	185,250	9,750		
<b>\$ year</b>	<b>\$ 12,973,991</b>	<b>\$ 648,700</b>	<b>\$ 1,297,399</b>	<b>\$ 648,700</b>		<b>\$ 3,051,400</b>	<b>\$ 160,600</b>	<b>\$ 4,856,875</b>	<b>\$ 255,625</b>
CCTV Cameras	207,000	20,700	41,400	20,700	4.5	55,800	6,210	93,150	10,350
CCTV Cameras	689,300	68,930	137,860	68,930	4.5	186,111	20,679	310,185	34,465
<b>Total for 5 Year</b>	<b>896,300</b>	<b>89,630</b>	<b>179,260</b>	<b>89,630</b>		<b>242,001</b>	<b>26,889</b>	<b>403,335</b>	<b>44,815</b>
<b>TOTAL CAPITAL PURCHASES FOR FY15</b>	<b>\$ 15,073,291</b>	<b>\$ 768,405</b>	<b>\$ 1,536,669</b>	<b>768,405</b>	<b>Totals</b>	<b>\$ 4,466,326</b>	<b>\$ 217,564</b>	<b>\$ 5,260,210</b>	<b>\$ 300,440</b>

Illustration Purposes Only

**EXHIBIT B-8**

**Salt Lake City Department of Airports  
Allocation of Debt Service  
(Amended) July 1, 2024  
Table Shows Fiscal Year Ended June 30, 2023**

<u>Debt Service by Series</u>	<u>Total</u>
Series 2017 Bonds	\$ 48,925,750
Series 2018 Bonds	57,223,584
Series 2021 Bonds	7,029,819
Line of Credit	2,100,000
	<u>\$ 115,279,153</u>
Less: PFC applied to Debt Service	(45,290,349)
<b>Net Debt Service</b>	<b><u><u>\$ 69,988,804</u></u></b>

<u>Allocation of Net Debt Service</u>	<u>Total</u>	<u>Airfield</u>	<u>Terminals</u>	<u>Landside</u>	<u>Roads</u>	<u>Other</u>
	<u>\$ 69,988,804</u>	<u>\$ 6,002,016</u>	<u>\$ 57,718,931</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,267,857</u>
	100%	9%	82%	0%	0%	9%



**EXHIBIT B-9**

**Salt Lake City Department of Airports Terminal  
Rents and Landing Fees  
(Amended) July 1, 2024  
Table Shows Fiscal Year Ended June 30, 2023**

<b><u>Terminal Revenue Requirement</u></b>	
Base Rate = Net Cost in Terminals / Total Airline Rented Space	\$180.43
<i>Where:</i>	
Total Cost in Terminals =	\$123,750,292
Terminal Cost Recovery =	82%
Net Cost in Terminals =	\$101,475,240
Total Airline Rented Space =	562,393
<hr/>	
<b>Terminal Rate = (Total Airline Rented Space) * (Based Rate) / (Conditioned Space) + (1/2 Unconditioned Space)</b>	<b>\$222.49</b>
<i>Where:</i>	
Base rate =	\$180.43
Airline Premises Conditioned = 1.00	349,776      349,776
Airline Premises Unconditioned = .50	<u>212,617</u> <u>106,309</u>
Total Airline Premises =	562,393      456,085
Terminal Revenue Requirements = (Total Airline Rented Space x Base Rate)	<u><u>\$101,475,240</u></u>

<b><u>Airfield Revenue Requirements</u></b>	
<b>Landing Fee Rate = Net Cost in Airfield / Landed Weights</b>	<b>\$2.85</b>
<i>Where:</i>	
Total Cost in Airfield	60,742,049
Less Airfield Revenue =	9,667,198
Net Costs in Airfield	<u>\$ 51,074,851</u>
Total AUA Landed Weight =	17,905,017

**EXHIBIT B-10**

**Salt Lake City Department of Airports  
Tenant Square Footage Space  
(Amended) July 1, 2024  
Space as of November 2022**

<u>Tenant Square Footage Space</u>	<u>Conditioned</u>	<u>Unconditioned</u>
Alaska	6,615	-
American	15,214	167
Delta	207,579	46,169
Frontier	5,992	-
Jet Blue	6,716	-
Southwest	22,989	3,079
United	17,102	-
Other - Non-Signatory Airline	157	-
Common Airline Use - Bag Claims	67,412	163,202
<b>Total Tenant Space</b>	<b>349,776</b>	<b>212,617</b>

**EXHIBIT B - 11**

**Salt Lake City Department of Airports  
Section 8.06 - Adjustment to Actual  
Fiscal Year Ended June 30, 2013**

<b>Reconciliation in Rates Fiscal Years Ended June 30, 2013</b>		
FY 2013		
Effective July 1, 2012	\$73.82	\$1.816
City Return on Investment Average	(0.02)	(0.005)
Debt Allocation of Principal		
<b>RNI Changes:</b>		
FY13 Capital Projects	(0.27)	0.001
FY13 Capital Equipment Over \$100K	0.03	-
FY12 Capital Projects & Equipment	(0.46)	(0.013)
<b>Cost by Cost Center:</b>		
FY13 Update of O & M Expenses & Salary	(0.13)	0.147
FY13 General Administration 5 Year Average	0.67	(0.026)
Prior Year Adjustment FY12	(1.93)	(0.017)
Capital Equipment & Projects Under \$100K	0.46	0.043
Revenue Deductions	0.04	0.018
O&M Reserve Adjustment	(0.38)	0.014
<b>Space Changes:</b>		
Space Changes	(0.48)	
<b>Landed Weights:</b>		
Landed Weights		(0.065)
Impact on Rates	(2.47)	0.097
<b>Actual Rate FY 2013</b>	<b>\$71.35</b>	<b>\$1.913</b>

<b>Revenue Requirements Fiscal Years Ended June 30, 2013</b>	
<b><u>FY13 DUE OR (OWE) CALCULATION</u></b>	<b><u>AMOUNT</u></b>
<b>LANDING FEES</b>	
Due	\$ 21,760,560
Less Net Billed	<u>(20,770,433)</u>
Net Due or (Owed to Airlines)	990,128
<b>TERMINAL RENTS</b>	
Due	\$ 26,815,125
Less Net Billed	<u>(27,771,252)</u>
Net Due or (Owed to Airlines)	(956,128)
<b>Net Due to Airport for the FY13 True-Up</b>	<b><u>\$ 34,000</u></b>
<b>Incorporated into FY15 Rates</b>	

<b><u>REVENUE SHARING \$1.00 PER ENPLANED PASSENGERS</u></b>	
FY13 Actual Enplaned Passengers Eligible for Credit	10,013,679
Less Credits Given Monthly During FY13	<u>(9,417,068)</u>
<b>Additional Credit Combined to FY14 Monthly Credits</b>	<b><u>\$ 596,611</u></b>

*Illustration Purposes Only*

EXHIBIT B - 12

Salt Lake City Department of Airports  
Section 8.03 - Historical and Forecast Airline Revenue  
Budgeted Fiscal Year Ended June 30, 2015

	FY 05/06 Actual	FY 06/07 Actual	FY 07/08 Actual	FY 08/09 Actual	FY 09/10 Actual	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Actual	FY 13/14 Forecast	FY 14/15 Budget Request
<b>Airfield Revenue Requirements</b>										
Scheduled Airlines Airfield Revenue	\$ 10,100,200	\$ 10,979,400	\$ 11,734,700	\$ 12,383,000	\$ 12,515,600	\$ 20,658,000	\$ 21,524,000	\$ 21,761,000	\$ 22,224,700	\$ 22,864,014
<b>Terminal Revenue Requirements</b>										
Airline Terminal Rents - TU1	7,838,800	7,706,500	7,643,545	6,607,921	6,597,400	8,346,700	8,120,900	8,022,100	7,994,377	8,708,575
Airline Terminal Rents - TU2	14,245,000	15,143,000	15,080,400	15,131,200	15,923,400	18,565,300	19,080,100	18,792,900	18,331,701	19,310,534
Total Terminal Revenue Requirements	22,083,800	22,849,500	22,723,945	21,739,121	22,520,800	26,912,000	27,201,000	26,815,000	26,326,078	28,019,110
Total Airlines Revenue Requirements	\$ 32,184,000	\$ 33,828,900	\$ 34,458,645	\$ 34,122,121	\$ 35,036,400	\$ 47,570,000	\$ 48,725,000	\$ 48,576,000	\$ 48,550,778	\$ 50,883,123
Less Enplaned Passenger Credit						10,284,613	10,007,605	10,013,679	10,075,100	10,453,098
<b>Net Airlines Revenue Requirements</b>	<b>\$ 32,184,000</b>	<b>\$ 33,828,900</b>	<b>\$ 34,458,645</b>	<b>\$ 34,122,121</b>	<b>\$ 35,036,400</b>	<b>\$ 37,285,387</b>	<b>\$ 38,717,395</b>	<b>\$ 38,562,321</b>	<b>\$ 38,475,678</b>	<b>\$ 40,430,025</b>
Enplaned Passengers	10,909,219	10,825,800	10,877,600	9,994,429	10,276,871	10,427,742	10,121,707	10,044,069	10,075,100	10,453,098
<i>Cost Per Enplaned Passengers</i>	\$ 2.95	\$ 3.12	\$ 3.17	\$ 3.41	\$ 3.41	\$ 3.58	\$ 3.83	\$ 3.84	\$ 3.82	\$ 3.87
Net Operating Revenue	\$ 96,783,100	\$ 105,428,300	\$ 110,725,900	\$ 108,240,665	\$ 107,497,600	\$ 113,377,000	\$ 117,460,700	\$ 123,855,400	\$ 123,066,100	\$ 124,394,800
<i>Airline Revenue Percentage of Total</i>	<b>33%</b>	<b>32%</b>	<b>31%</b>	<b>32%</b>	<b>33%</b>	<b>33%</b>	<b>33%</b>	<b>31%</b>	<b>31%</b>	<b>33%</b>
Airfield Revenue Rate	\$ 0.743	\$ 0.849	\$ 0.875	\$ 0.985	\$ 1.077	\$ 1.683	\$ 1.850	\$ 1.910	\$ 1.928	\$ 1.958
Terminal Revenue Rate - TU1	\$ 65.13	\$ 69.19	\$ 68.53	\$ 60.59	\$ 64.82	\$ 74.59	\$ 72.43	\$ 71.35	\$ 70.68	\$ 74.05
Terminal Revenue Rate - TU2	\$ 65.13	\$ 69.19	\$ 68.53	\$ 60.59	\$ 64.82	\$ 74.59	\$ 72.43	\$ 71.35	\$ 70.68	\$ 74.05

**EXHIBIT B - 13**

**Salt Lake City Department of Airports**

**8.07.3 - Revenue Sharing Calculation**

**(Amended) July 1, 2024**

**Per 8.07.1 (b) Revenue sharing amount rebated to Signatory Airlines for a particular Fiscal Year shall not exceed the LEAST of:**

	<u><b>FY 2025</b></u>		<u><b>FY 2026</b></u>		<u><b>FY 2027</b></u>
<b>1. Percent of Net Remaining Revenues in such Fiscal Year</b>					
Net Remaining Revenues	\$ 58,910	\$	61,720	\$	57,796
Percent required of Net Remaining Revenues	40%		40%		40%
<b>Percent of Net Remaining Revenues</b>	<u>\$ 23,564</u>	\$	<u>24,688</u>	\$	<u>23,118</u>
<b>2. Total Annual Adjusted Gross Revenues for Selected Concessions</b>	<u>\$ 65,045</u>	\$	<u>66,731</u>	\$	<u>68,461</u>
<b>3. Calculated Revenue Sharing Amount</b>					
<u>Enplanement Detail for Credit in Future Agreement</u>					
Signatory Enplaned Passengers	14,354		14,570		14,788
Growth in Enplaned Passengers from 2025 base Enplaned Passengers	0.0%		1.5%		3.0%
Enplaned Passengers over 14,000,000	354		570		788
Rates:					
For Enplaned Passengers of 14,000,000 or less:	\$ 1.40	\$	1.40	\$	1.40
Revenue sharing rate for Enplaned Passengers over 14,000,000	1.40		1.42		1.44
First 14,000,000 Enplaned Passengers	\$ 19,600	\$	19,600	\$	19,600
Enplaned Passengers over 14,000,000	496		810		1,137
<b>Total calculated Revenue Sharing Amount</b>	<u>\$ 20,096</u>	\$	<u>20,410</u>	\$	<u>20,737</u>
<b>Total Revenue Sharing Amount to be used (least of 1., 2., and 3.)</b>	<u>\$ 20,096</u>	\$	<u>20,410</u>	\$	<u>20,737</u>

EXHIBIT B - 14

Salt Lake City Department of Airports  
Article 8.03 - Joint and Common Use Charge Calculations

<u>Fees and Other Charges</u>	<u>AUA Article</u>	<u>Effective July</u> <u>1, 2014</u>	<u>Description</u>
Gate Use	8.03.5	\$ 138	Per Use/Limit Three Hours
Jet Bridge Use	8.03.5	\$ 23	Per Use/Limit Three Hours
Common Use Ticket Counter and Bag Makeup Charges	8.03.6	\$ 289	Per Use/Limit Three Hours
Bag Claim Charges - Per Enplaned PAX	8.03.7	\$ 0.42	Per Enplaned Passenger
International Facility Use Fee - Per Deplaned PAX	8.03.8	\$ 3.19	Per Deplaned International Passenger

*Illustration Purposes Only*

**EXHIBIT B-15**

**Salt Lake City Airport Authority  
Section 8.03.4 - Domestic Baggage Claim Joint Use Charges  
(Amended) July 1, 2024**

**Table Shows Fiscal Year Ended June 30, 2023**

	<u>Sq. Ft.</u>		<u>Rates</u>	<u>Rent Charge</u>
Conditioned Space	67,412	\$	170.34	11,482,960
Unconditioned Space	163,202	\$	85.17	13,899,914
<b>Total Domestic Baggage Claim Joint Use Charges</b>				<b><u>\$ 25,382,874</u></b>
20% equally among airlines with scheduled domestic service			<u>20%</u>	\$ 5,076,575
80% based on total Enplaned Passengers (excluding connecting Enplaned Passengers)			<u>80%</u>	\$ 20,306,300
<b>Total Domestic Baggage Claim Joint Use Charges</b>				<b><u>\$ 25,382,874</u></b>

**EXHIBIT B - 16**

**Salt Lake City Department of Airports  
Section 8.03.5 - Charges for Common Use Gates and Jet Bridges**

	<u>Alaska</u>	<u>American / US Airways</u>	<u>Delta</u>	<u>Frontier</u>	<u>JetBlue</u>	<u>Southwest</u>	<u>United</u>
<b>Gate Use</b>							
Gatehold Square Footage	3,017	2,883	64,743	1,629	1,507	12,486	3,964
Conditioned Space Rate Times Square Footage	\$ 74.05 \$ 223,409	\$ 213,486	\$ 4,794,219	\$ 120,627	\$ 111,593	\$ 924,588	\$ 293,534
Daily Cost for Gatehold Space Based on 365 Days	\$ 612	\$ 585	\$ 13,135	\$ 330	\$ 306	\$ 2,533	\$ 804
Daily Departures per day (based on OAG average 2013)	11	17	95	5	3	31	19
<b>Gate Hold Cost per Turn</b>	<u>\$ 55.64</u>	<u>\$ 34.41</u>	<u>\$ 138.26</u>	<u>\$ 66.10</u>	<u>\$ 101.91</u>	<u>\$ 81.71</u>	<u>\$ 42.33</u>

<b>Jet Bridge Use</b>							
Loading Bridge Maintenance FY15	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150	\$ 1,150
Number of Gates with Bridges	<u>2</u>	<u>2</u>	<u>39</u>	<u>1</u>	<u>1</u>	<u>6</u>	<u>3</u>
Total Monthly Cost for Bridges FY15	2,300	2,300	44,850	1,150	1,150	6,900	3,450
<b>Jet Bridge Use Per Departure</b>	\$ 6.97	\$ 4.51	\$ 15.74	\$ 7.67	\$ 12.78	\$ 7.42	\$ 6.05
24 Mo. Average for 400 HZ Power	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>	<u>7.00</u>
<b>Jet Bridge Cost per Turn</b>	\$ 13.97	\$ 11.51	\$ 22.74	\$ 14.67	\$ 19.78	\$ 14.42	\$ 13.05

*Recommendation:*

<b>Charges for Common Use Gates and Jet Bridges</b>	
Common Use Gate Charge	<b>\$ 138</b>
Jet Bridge Use Charge	<b>\$ 23</b>

*Illustration Purposes Only*



EXHIBIT B - 17

Salt Lake City Department of Airports  
Section 8.03.6 - Common Use Ticket Counter Charges and Bag Make-Up Charges

	<u>Square Footage</u>	<u>FY15 Forecast Rate</u>	<u>Yearly Charge</u>	<u>Per Use Charge</u>
Queuing Space - Conditioned	259	\$ 74.05	\$19,179	\$ 53
Common Use Ticket Counter Space - Conditioned	257	\$ 74.05	\$19,000	\$ 52
Office Space - Conditioned	188	\$ 74.05	\$13,900	\$ 38
Bag Make-up Space - Unconditioned	1,446	\$ 37.02	\$53,400	\$ 146
<b>Common Use Ticket Counter and Bag Make-Up Charge</b>				<b>\$ 289</b>

*Illustration Purposes Only*

EXHIBIT B - 18

Salt Lake City Department of Airports  
Section 8.03.7 - Common Use Bag Claim Charges

	<u>Sq. Feet</u>	<u>FY15 Rate</u>	<u>Total Cost</u>
Square Footage of Baggage Claim TU1	14,861	\$ 74.05	\$ 1,100,400
Square Footage of Bag Claim TU2	14,782	\$ 74.05	\$ 1,094,600
Square Footage of Canopy TU1 - Unconditioned Space	5,342	\$ 37.02	\$ 197,700
Total Cost for Domestic Baggage Claim Areas			2,392,700
Local Enplaned Passengers for FY13			<u>5,723,900</u>
<b>Common Use Bag Claim Charges Per Enplaned Passenger</b>			<u><u>\$ 0.42</u></u>

*Illustration Purposes Only*

EXHIBIT B - 19

Salt Lake City Department of Airports  
Section 8.03.8 - Charges for Use of the FIS Facility and International Baggage Claim Area

SUMMARY for July 1, 2014		
Triturator Expenses	\$	57,025
Utility Expenses	\$	157,978
Janitorial Expenses	\$	67,837
Cost Recovery of Cart Fees 107,327 @ \$0.37	\$	39,701
Staffing of one SLC Employee during flight arrivals	\$	20,209
<b>Total Estimated Costs</b>	<b>\$</b>	<b>342,750</b>
FY15 Forecast Deplaned Passengers Less the Canadian Passengers		107,300
<b>Rate Per Deplaned International Passengers</b>	<b>\$</b>	<b>3.19</b>

*Illustration Purposes Only*

**EXHIBIT B - 20**

**Sections 8.04.1 - 8.04.3 Other Fees and Charges  
Effective July 1, 2013**

<u>Description</u>	<u>Amount</u>	<u>Notes</u>
<b>Article 8.04.1</b>		
(a) Remain Overnight (RON)		
Aircraft Groups 1 & 2	\$ 50.00	Aircraft remaining overnight and parked beyond the bounds of each leased terminal aircraft apron
Aircraft Groups 3 & Higher	\$ 100.00	
(b) GSE Storage Area Charges (GSE)	\$ 0.35	120% of prevailing ground rent per square foot
(c) Open Storage Area Charges	\$ 1.00	200% of prevailing GSE Storage Area Charge, but not less than \$1.00
(d) Kiosk Charges	\$ 622.98	Conditioned space rate times nine (9) square feet
<b>Article 8.04.2</b>		
(a) Employee Parking		
Domiciled Employees	\$ 24.00	Employee parking permit per month
Non Domiciled Employees	\$ 45.00	
Employee Badging		
Fingerprinting	\$ 21.00	Employee new hire cost
Security Threat Assessment	\$ 9.00	
<b>Article 8.04.3</b>		
(a) Stacking Charges		
Aircraft Groups 1 & 2	\$ 50.00	Airline stack aircraft beyond the bounds of each leased terminal aircraft apron
Aircraft Groups 3 & Higher	\$ 100.00	

*Illustration Purposes Only*

**Exhibit C**

**Space Change Summary Notice**

EXHIBIT C

SPACE CHANGE SUMMARY NOTICE

[Date]

[Name]

[Title – Use Airline Corporate Properties Contact]

[Airline]

[Street Address]

[City, State and Zip Code]

RE: Space Change Summary Notice [Example - DL January 2015]

Dear [Name]:

In accordance with Article 4.05.3 of the Airline Use Agreement dated July 1, 2014 (the “Agreement”), the Airline Premises of [Airline] is altered by [adding/removing] the following area(s), effective \_\_\_\_\_ (the “Effective Date”):

**[Detailed description of change in Airline Premises and related changes in Terminal Rents]**

Space change shown on Exhibit A-\_\_\_\_\_, page(s) \_\_\_\_\_, dated \_\_\_\_\_

As provided in the Agreement, the Airline Premises shall be altered as provided above from and after the Effective Date, and all terms and provisions of the Agreement, as affected hereby, shall apply to the altered Airline Premises.

You will receive an invoice for the [additional terminal rental charges/credits] from and after the Effective Date.

All capitalized terms that are not defined herein shall have the meanings set forth in the Agreement.

Sincerely,

---

Executive Director  
Salt Lake City Department of Airports

[Name]

[Airline]

Space Change Summary Notice [Number]

[Date]

Page 2

Acknowledged

[Airline]

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

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

Its:

Cc: Letter w/attachment  
[Local Station Manager]

Cc: Letter Only

Director of Administration and Commercial Services

Director of Operations

Director of Finance

Airport Property Manager

Property & Liability Specialist

Contracts and Procurement Manager

Property & Contract Specialist

[Add other cc's as applicable]

**Exhibit D**

**Affiliate Designation and Withdrawal Forms**

**D-1 Affiliate Designation Form**

**D-2 Affiliate Withdrawal Form**



EXHIBIT D-1

AFFILIATE DESIGNATION FORM

[Date]

Salt Lake City Department of Airports (SLCDA)  
Attn: Airport Contracts and Procurement Manager  
PO Box 145550  
Salt Lake City, Utah 84114-5550

Fax: (801) 575-2041 OR  
E-mail: cole.hobbs@slcgov.com

Re: Request for Affiliate Status

Dear Sir or Madam:

As an authorized representative of \_\_\_\_\_ (“Airline”), a Signatory Airline under the Airline Use Agreement for the Salt Lake City International Airport dated July 1, 2014 (the “Agreement”), I request that \_\_\_\_\_ (“Affiliate”) be granted status as an Affiliate of Airline as of \_\_\_\_\_, 20\_\_ . Affiliate will be operating as an affiliate of Airline as follows: \_\_\_\_\_ **[please specify when Affiliate will be operating as an affiliate of Airline]**.

Airline hereby confirms that Affiliate is either (please check one):

- Operating at the Airport for the benefit of Airline, under the same or substantially similar livery as Airline, and (a) is owned by Airline, or (b) is a subsidiary of the same corporate parent as Airline, or (c) is under contract to Airline in respect of such operation.
- Operating under its own livery at the Airport, is not selling any seats on an aircraft in its own name and all seats on such aircraft are being sold in the name of Airline.
- Operating at the Airport under Airline’s two-letter designator code and its own two-letter designator code, but is not headquartered in the United States.

Attached please find the following items in support of this Affiliate designation:

1. Three copies of the Operating Agreement signed by the Affiliate.
2. Insurance certificates documenting that Affiliate has the insurance coverage required by the Operating Agreement.
3. A start-up schedule or a current schedule.
4. Accounting and billing contacts that indicate whether Airline or Affiliate will pay all rentals and charges due from Affiliate under the Operating Agreement.
5. Name and contact information for local station manager and corporate properties representative.

I understand and agree (a) to the terms, conditions, and responsibilities concerning Affiliates as described in the Agreement, specifically Section 5.03; (b) that SLCD A must confirm (i) receipt of the items listed above and (ii) the conditions for designating Affiliate have been met in writing prior to start-up; and (c) to update this form in writing whenever necessary to reflect changed circumstances.

All capitalized terms that are not defined herein shall have the meanings set forth in the Agreement.

Airline Authorized Representative

\_\_\_\_\_

Name

\_\_\_\_\_

Title

**EXHIBIT D-2**

**AFFILIATE WITHDRAWAL FORM**

[Date]

Salt Lake City Department of Airports (SLCDA)  
Attn: Airport Contracts and Procurement Manager  
PO Box 145550  
Salt Lake City, Utah 84114-5550

Fax: (801) 575-2041 OR  
E-mail: cole.hobbs@slcgov.com

Re: Withdrawal of Affiliate Status

Dear Sir or Madam:

As an authorized representative of \_\_\_\_\_ (“Airline”), a Signatory Airline under the Airline Use Agreement for the Salt Lake City International Airport dated July 1, 2014 (the “Agreement”), I request that the affiliate designation of \_\_\_\_\_ (“Affiliate”) as an Affiliate of Airline be withdrawn. I understand that, pursuant to Section 5.03.2 of the Agreement, the designation will become effective on the last day of the calendar month following at least fifteen (15) days from receipt by SLCDA of this letter.

Airline Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Exhibit E**  
**Maintenance Matrix**

**EXHIBIT E  
MAINTENANCE MATRIX**

July 1, 2014

**RESPONSIBILITY OF THE SALT LAKE CITY DEPARTMENT OF AIRPORTS AND AIRLINES FOR SERVICES, MAINTENANCE AND OPERATIONS EXPENSES**

	AIRLINE LEASED		NON-LEASED	AIRLINE LEASED	AIRLINE LEASED	AIRLINE LEASED	JOINT LEASED	AIRLINE LEASED	AIRLINE LEASED	RAMP AREA	
	TICKET COUNTER AREA		EOS	BAGGAGE	OFFICE SPACE	SKYCAPS	SPACE	CLUB ROOMS	GATE AREA	BUILDING TO	OUTSIDE OF
	Front of Wall	Back of Wall	AREA	MAKE-UP						SERVICE ROAD	SERVICE ROAD
	1	2	3	4	5	6	7	8	9	10	11
<b>1 Heating, Ventilation and Air Conditioning</b>											
A Installation (excluding computer rooms)	SLC	SLC	SLC	SLC (e)	SLC	SLC	SLC	SLC	SLC	N/A	N/A
B Maintenance	SLC	SLC	SLC	SLC (e)	SLC	SLC	SLC	SLC	SLC	N/A	N/A
C Operation Cost	SLC	SLC	SLC	SLC (e)	SLC	SLC	SLC	SLC	SLC	N/A	N/A
D Distribution	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	N/A	N/A
<b>2 Electrical</b>											
A LED, bulb, tube and ballast replacement	SLC (e)	SLC / A (e)	SLC	SLC (e)	SLC (e)	SLC	SLC	A	SLC	SLC	SLC
B Electrical including illumination											
(1) Installation (other than SLC designed or installed)	A	A	T	A	A	A	A	A	A	A	A
(2) Maintenance (other than SLC designed or installed)	A	A	T	A	A	A	A	A	A	A	A
(3) Modifications based on tenant needs	A	A	T	A	A	A	A	A	A	A	A
(4) Energy costs	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	N/A
<b>3 Water</b>											
A Installation	SLC	SLC	SLC	SLC	SLC	SLC	SLC	A	SLC	SLC	SLC
B Maintenance	SLC	SLC	SLC	SLC	SLC	SLC	SLC	A	SLC	SLC	SLC
C Water Usage Cost	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC
<b>4 Building Maintenance</b>											
A Paint (original Airport design excluding specialty finishes)	A	A	SLC	A	A	A	SLC	A	SLC	SLC	SLC
B Carpet	A	A	N/A	N/A	A	N/A	SLC	A	SLC	N/A	N/A
C Hard Floor	A	A	SLC	SLC	A	A	SLC	A	SLC	N/A	N/A
D Overhead Doors	N/A	SLC (e)	SLC	SLC	N/A	SLC	N/A	SLC	N/A	N/A	N/A
E Personal Doors / Locks & keys	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC (e)	SLC	SLC	SLC
F Structural (incl. Airport design excl. specialty finishes)	A	SLC	SLC	SLC	SLC	SLC (e)	SLC	SLC	SLC	SLC	SLC
G Specialty finishes/furniture/ticket counters	A	A	A	A	A	A	A	A	A	N/A	N/A
H Exterior of All Kinds	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC
<b>5 Sewage, Plumbing</b>											
A Installation	N/A	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	N/A	N/A
B Maintenance, incl. clogged sinks & toilets	N/A	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	N/A	N/A
C Operation Cost	N/A	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	N/A	N/A
D Distribution	N/A	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	N/A	N/A
E Fixtures	N/A	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	N/A	N/A
F Titrator Maintenance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SLC
<b>6 Janitorial and Recycling Service</b>											
A Recycling of Paper, Plastic, and Cardboard, Other	SLC (k)	SLC (k)	SLC (k)	SLC (k)	SLC (k)	SLC (k)	SLC (k)	SLC (k)	SLC (k)	N/A	N/A
B Basic Janitorial service (other than window washing)	SLC	SLC	SLC	A (g)	SLC	A (g)	SLC	SLC	SLC	N/A	N/A
C Window Cleaning											
(1) Exterior	N/A	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	N/A	N/A
(2) Interior	N/A	SLC	SLC	SLC	SLC	SLC	SLC	A (g)	SLC	N/A	N/A
D Pest Control	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	N/A	N/A
<b>7 Fire Protection</b>											
SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC
<b>8 Police or Guard</b>											
SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC
<b>9 Passenger Seating</b>											
A Installation	SLC	N/A	N/A	N/A	N/A	N/A	SLC	A (c)	SLC	N/A	N/A
B Maintenance	SLC	N/A	N/A	N/A	N/A	N/A	SLC	A	SLC	N/A	N/A
<b>10 Passenger Boarding Bridges and Ancillary Equip. (l)</b>											
A Installation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A
B Maintenance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(j)	N/A
C Electrical Energy Cost											
(1) Passenger loading bridge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A
(2) Ancillary equipment including 400 Hz and PCair	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(j)	N/A
D Central PC Air	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(j)	N/A
<b>11 Baggage Conveyance System and Carousels</b>											
A Inbound Baggage Conveyors and Carousels (TU1)											
(1) Installation	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A	N/A
(2) Maintenance	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A	N/A
B Outbound Baggage Conveyors (TU1)											
(1) Installation	A (g)	A (g)	N/A	A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
(2) Maintenance	A (g)	A (g)	N/A	A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
C Inbound Baggage Conveyors and Carousels (TU2)											
(1) Installation	N/A	N/A	N/A	SLC	N/A	N/A	SLC	N/A	N/A	N/A	N/A
(2) Maintenance	N/A	N/A	N/A	SLC	N/A	N/A	SLC	N/A	N/A	N/A	N/A
D Outbound Baggage Conveyors (TU2)											
(1) Installation	SLC	N/A	SLC	A	N/A	N/A	SLC	N/A	N/A	N/A	N/A
(2) Maintenance	SLC	N/A	SLC	A	N/A	N/A	SLC	N/A	N/A	N/A	N/A
E Inbound Baggage Conveyors and Carousels (TU3)											
(1) Installation	N/A	N/A	N/A	A	N/A	N/A	SLC	N/A	N/A	N/A	N/A
(2) Maintenance	N/A	N/A	N/A	A	N/A	N/A	SLC	N/A	N/A	N/A	N/A
F Outbound Baggage Conveyors (TU3)											
(1) Installation	N/A	N/A	N/A	A	N/A	N/A	SLC	N/A	N/A	N/A	N/A
(2) Maintenance	N/A	N/A	N/A	A	N/A	N/A	SLC	N/A	N/A	N/A	N/A
<b>12 Ramp Maintenance</b>											
A Snow Removal	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	A	SLC
B Ramp Scuffing	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SLC (i), (Ac)	SLC
C Pavement Finishing	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SLC (i), (Ac)	SLC
<b>13 Communications Infrastructure (Effective July 1, 2014) (g) (h)</b>											
A Fiber, Conduit, Cable											
(1) Installation	A	A	SLC	A	A	SLC	SLC	A	A	A	SLC
(2) Maintenance	A	A	SLC	A	A	SLC	SLC	A	A	A	SLC
B Wireless Network											
(1) Installation	A	A	SLC	A	A	SLC	SLC	A	A	A	N/A
(2) Maintenance	A	A	SLC	A	A	SLC	SLC	A	A	A	N/A
C Antennae and Cell Towers											
(1) Installation	A	A	SLC	A	A	SLC	SLC	A	A	A	SLC
(2) Maintenance	A	A	SLC	A	A	SLC	SLC	A	A	A	SLC
D Copper Horizontal Cabling, Conduit/Tray											
(1) Installation	A	A	SLC	A	A	SLC	SLC	A	A	A	N/A
(2) Maintenance	A	A	SLC	A	A	SLC	SLC	A	A	A	N/A
<b>14 Paging System (Existing)</b>											
A Installation	SLC	A	SLC	N/A	A	N/A	N/A	A	A(i)	N/A	N/A
B Maintenance	SLC	A	SLC	N/A	A	N/A	N/A	A	A(i)	N/A	N/A

**Legend:**  
 (e) Standard finishes  
 (b) Does not apply to concession or other non-airline leased space  
 (c) Airline/Tenant is responsible for the expense; service may be provided by SLC and billed as an additional cost.  
 (d) Airline responsible for the removal of oil spillage from aircraft parking positions  
 (e) SLC original installed equipment only  
 (f) Done annually by SLC, airlines will be charged for additional requests - lead-in lines and stop bars only  
 (g) Not used.  
 (h) Airlines shall be required to comply with Tenant Improvement Guidelines and coordinate with the Airport IT Department for making new installations or repairs and modifications to all communications infrastructure.  
 (i) May be installed and maintained by Airport at tenant's request. Payment terms to be negotiated.  
 (j) Some common areas will be provided and maintained by SLC  
 (k) Tenants are responsible for recycling up to the pick up point  
 (l) Ancillary equipment including GSE charging stations, bag valets, PCair, 400 MHz, Potable Water  
 (m) Immediate area is Airline/tenant responsibility. Public common area is Airport responsibility  
 A Airline will ensure the work is done and will be responsible for all costs  
 T Other tenants or concessionaires  
 SLC Airport will budget for and ensure work is done; cost will be included in airline rate base  
 N/A - Not applicable  
**Notes:**  
 Ticket counter front of wall means space from the wall behind the ticket counter out toward the lobby  
 Ticket counter back of wall means all space behind the ticket counter wall  
 Damages by airline or tenant will be billed direct.

**TENANT IMPROVEMENT GUIDELINES AND DESIGN STANDARDS APPLY TO CERTAIN TENANT PROJECTS AND IMPROVEMENTS.  
PLEASE REFER TO THESE GUIDELINES BEFORE INITIATING ANY MODIFICATIONS TO LEASED SPACE.**

**Exhibit E**

**Maintenance Matrix Amended (Effective September 15, 2020)**

**Exhibit E  
Maintenance Matrix (Effective September 15, 2020)**

**RESPONSIBILITY OF THE SALT LAKE CITY DEPARTMENT OF AIRPORTS AND AIRLINES FOR SERVICES, MAINTENANCE AND OPERATIONS EXPENSES**

	AIRLINE LEASED	AIRLINE LEASED	AIRLINE LEASED	AIRLINE LEASED	JOINT LEASED	AIRLINE LEASED	AIRLINE LEASED	RAMP AREA		COMMON USE	COMMON USE	HARDSTAND
	TICKET COUNTER AREA	BAGGAGE MAKE-UP	OFFICE SPACE	SKYCAPS	SPACE	CLUB ROOMS	GATE AREA	BUILDING TO SERVICE ROAD	OUTSIDE OF SERVICE ROAD	GATE AREA	TICKET COUNTER AREA	
	1	2	3	4	5	6	7	8	9	10	11	12
<b>1 Heating, Ventilation and Air Conditioning</b>												
A Installation	SLC	SLC	SLC	SLC	SLC	A (a)	SLC	N/A	N/A	SLC	SLC	SLC
B Maintenance	SLC	SLC	SLC	SLC	SLC	A	SLC	N/A	N/A	SLC	SLC	SLC
C Operation Cost	SLC	SLC	SLC	SLC	SLC	SLC	SLC	N/A	N/A	SLC	SLC	SLC
D Distribution	SLC	SLC	SLC	SLC	SLC	SLC (a)	SLC	N/A	N/A	SLC	SLC	SLC
<b>2 Electrical</b>												
A LED, bulb, tube and ballast replacement	SLC	SLC	SLC	SLC	SLC	A	SLC	SLC	SLC	SLC	SLC	SLC
B Electrical Including Illumination												
(1) Installation	SLC	SLC	A	SLC	SLC	A	SLC	SLC	SLC	SLC	SLC	SLC
(2) Maintenance	SLC	SLC	A	SLC	SLC	A	SLC	SLC	SLC	SLC	SLC	SLC
(3) Energy costs	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC
C eGSE Chargers	N/A	SLC	N/A	N/A	SLC	N/A	SLC	SLC	N/A	SLC	N/A	SLC
<b>3 Water</b>												
A Installation	N/A	SLC	SLC	N/A	SLC	A (a)	SLC	SLC	SLC	SLC	N/A	SLC
B Maintenance	N/A	SLC	SLC	N/A	SLC	A (a)	SLC	SLC	SLC	SLC	N/A	SLC
C Water Usage Cost	N/A	SLC	SLC	N/A	SLC	SLC	SLC	SLC	SLC	SLC	N/A	SLC
<b>4 Building Maintenance</b>												
A Paint	SLC	SLC	SLC (f)	SLC (f)	SLC (f)	A	SLC (f)	SLC	SLC	SLC (f)	SLC (f)	SLC (f)
B Carpet	N/A	N/A	SLC (f)	N/A	SLC (f)	A	SLC (f)	N/A	N/A	SLC (f)	SLC (f)	SLC (f)
C Hard Floor	SLC	SLC	SLC (f)	SLC (f)	SLC (f)	A	SLC (f)	N/A	N/A	SLC (f)	SLC (f)	SLC (f)
D Overhead Doors	N/A	SLC	SLC	SLC	SLC	N/A	SLC	N/A	N/A	SLC	SLC	SLC
E Personnel Doors / Locks & keys	SLC	SLC	SLC	SLC	SLC	SLC (e)	SLC	SLC	SLC	SLC	SLC	SLC
F Structural	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC
G Specialty finishes/furniture/cooking appliances/vent fans	A	A	A	A	A	A	A	N/A	N/A	N/A	N/A	N/A
H Building Envelope (Exterior finishes, windows, roof)	N/A	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC
I Vertical Transportation (Elevator, Escalator, Powerwalk)	N/A	N/A	N/A	N/A	SLC	SLC	N/A	N/A	N/A	SLC	SLC	N/A
J Pedestrian Auto-Doors/Auto-Openers	N/A	N/A	N/A	N/A	SLC	A	SLC	N/A	N/A	SLC	SLC	N/A
K Luggage Scales	A	N/A	N/A	A	A	N/A	A	N/A	N/A	SLC	SLC	N/A
L Ticket Counter Millwork	SLC	N/A	N/A	SLC	SLC	N/A	N/A	N/A	N/A	N/A	SLC	N/A
M Gatehold Podiums	N/A	N/A	N/A	N/A	SLC	N/A	SLC	N/A	N/A	SLC	N/A	N/A
N Gatehold Podium Backwalls	N/A	N/A	N/A	N/A	SLC	N/A	SLC	N/A	N/A	SLC	N/A	N/A
<b>5 Sewage, Plumbing</b>												
A Installation	N/A	SLC	SLC	SLC	SLC	A (a)	N/A	N/A	N/A	SLC	N/A	N/A
B Maintenance (Including clogged sinks & toilets)	N/A	SLC	SLC	SLC	SLC	A	N/A	N/A	N/A	SLC	N/A	N/A
C Operation Cost	N/A	SLC	SLC	SLC	SLC	SLC	N/A	N/A	N/A	SLC	N/A	N/A
D Distribution	N/A	SLC	SLC	SLC	SLC	A(a)	N/A	N/A	N/A	SLC	N/A	N/A
E Fixtures	N/A	N/A	SLC	SLC	SLC	A	N/A	N/A	N/A	N/A	N/A	N/A
F Triturator Maintenance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A
G Grease Interceptor Cleaning	N/A	N/A	N/A	N/A	N/A	SLC (c)	N/A	N/A	N/A	N/A	N/A	N/A
H Ice Machines	N/A	N/A	A	N/A	N/A	A	N/A	N/A	N/A	N/A	N/A	N/A
<b>6 Janitorial and Recycling Service</b>												
A Recycling of Paper, Plastic, and Cardboard, Other	SLC	N/A	SLC	SLC	SLC	A	SLC	N/A	N/A	SLC	SLC	SLC
B Basic Janitorial Service (Including trash removal)	SLC	N/A	SLC	SLC	SLC	SLC	SLC	N/A	N/A	SLC	SLC	SLC
C Window Cleaning												
(1) Exterior	N/A	N/A	SLC	SLC	SLC	SLC	SLC	N/A	N/A	SLC	SLC	SLC
(2) Interior	N/A	SLC	SLC	SLC	SLC	SLC	SLC	N/A	N/A	SLC	SLC	SLC
D Pest Control	SLC	SLC	SLC	SLC	SLC	A	SLC	N/A	N/A	SLC	SLC	SLC

	AIRLINE LEASED	AIRLINE LEASED	AIRLINE LEASED	AIRLINE LEASED	JOINT LEASED	AIRLINE LEASED	AIRLINE LEASED	RAMP AREA		COMMON USE	COMMON USE	HARDSTAND	
	TICKET COUNTER AREA	BAGGAGE MAKE-UP	OFFICE SPACE	SKYCAPS	SPACE	CLUB ROOMS	GATE AREA	BUILDING TO SERVICE ROAD	OUTSIDE OF SERVICE ROAD	GATE AREA	TICKET COUNTER AREA		
	1	2	3	4	5	6	7	8	9	10	11	12	
7	Fire Protection	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	
8	Police or Guard	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	
9	Passenger Seating	SLC	N/A	N/A	SLC	SLC	A	SLC	N/A	N/A	SLC	SLC	SLC
	A Installation	SLC	N/A	N/A	SLC	SLC	A	SLC	N/A	N/A	SLC	SLC	SLC
	B Maintenance	SLC	N/A	N/A	SLC	SLC	A	SLC	N/A	N/A	SLC	SLC	SLC
10	Passenger Boarding Bridges and Ancillary Equipment	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A	N/A	
	A Installation	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A	N/A	
	B Maintenance	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A	N/A	
	C Electrical Energy Cost												
	(1) Passenger loading bridge	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A	N/A	
	(2) Ancillary Equipment (Potable Water, 400 Hz and PCAir)	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A	N/A	
	D Central PC Air Plant	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A	N/A	
	E Safegate												
	(1) Exterior Equipment	N/A	N/A	N/A	N/A	SLC	N/A	SLC	N/A	SLC	SLC	N/A	
	(2) Software and User Hardware	N/A	N/A	N/A	N/A	SLC / A (b)	N/A	A / SLC (b)	N/A	SLC	SLC	N/A	
	F Janitorial (Airline leased & Common Use PBB's)												
	(1) Basic janitorial (other than window washing)	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A	N/A	
	(2) Pest Control	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A	N/A	
11	Baggage Conveyance System and Carousels												
	A Inbound Baggage Conveyors and Carousels												
	(1) Installation	N/A	SLC	N/A	N/A	SLC	N/A	N/A	N/A	N/A	SLC	N/A	
	(2) Maintenance	N/A	SLC	N/A	N/A	SLC	N/A	N/A	N/A	N/A	SLC	N/A	
	(3) Operation	N/A	A	N/A	N/A	A	N/A	N/A	N/A	N/A	A	N/A	
	B Outbound Baggage Conveyors												
	(1) Installation	SLC	SLC	N/A	SLC	SLC	N/A	N/A	N/A	N/A	SLC	N/A	
	(2) Maintenance	SLC	SLC	N/A	SLC	SLC	N/A	N/A	N/A	N/A	SLC	N/A	
	(3) Operation	A	A	N/A	N/A	A	N/A	N/A	N/A	N/A	A	N/A	
12	Ramp Maintenance												
	A Snow Removal (Aircraft & Bus Movement Areas)	N/A	N/A	N/A	N/A	N/A	N/A	A	SLC	N/A	N/A	SLC	
	B Ramp Scrubbing	N/A	N/A	N/A	N/A	N/A	N/A	SLC (c, d)	SLC	N/A	N/A	SLC	
	C Pavement Painting	N/A	N/A	N/A	N/A	N/A	N/A	SLC (c, d)	SLC	N/A	N/A	SLC	
	D Passenger Walkways	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	A	
13	Communications Infrastructure												
	A Fiber, Conduit, Cable												
	(1) Installation	A	A	A	A	SLC	A	A	A	SLC	SLC	SLC	
	(2) Maintenance	A	A	A	A	SLC	A	A	A	SLC	SLC	SLC	
	B Wireless Network - Other Than Public Airport Wi-Fi												
	(1) Installation	A	A	A	A	N/A	A	A	A	N/A	N/A	A	
	(2) Maintenance	A	A	A	A	N/A	A	A	A	N/A	N/A	A	
	C Airline Radio Antennae												
	(1) Installation	A	A	A	A	N/A	A	A	A	N/A	N/A	A	
	(2) Maintenance	A	A	A	A	N/A	A	A	A	N/A	N/A	A	
	D Copper Horizontal Cabling, Conduit/Tray												
	(1) Installation	A	A	A	A	SLC	A	A	A	N/A	SLC	SLC	
	(2) Maintenance	A	A	A	A	SLC	A	A	A	N/A	SLC	SLC	



	AIRLINE LEASED	AIRLINE LEASED	AIRLINE LEASED	AIRLINE LEASED	JOINT LEASED	AIRLINE LEASED	AIRLINE LEASED	RAMP AREA		COMMON USE	COMMON USE	HARDSTAND
	TICKET COUNTER AREA	BAGGAGE MAKE-UP	OFFICE SPACE	SKYCAPS	SPACE	CLUB ROOMS	GATE AREA	BUILDING TO SERVICE ROAD	OUTSIDE OF SERVICE ROAD	GATE AREA	TICKET COUNTER AREA	
	1	2	3	4	5	6	7	8	9	10	11	12
14 <b>Paging System</b>												
A Installation	SLC	N/A	A	N/A	SLC	A	SLC	N/A	N/A	SLC	SLC	N/A
B Maintenance	SLC	N/A	A	N/A	SLC	A	SLC	N/A	N/A	SLC	SLC	N/A
15 <b>Security</b>												
A CASS	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC	SLC
B Delta Credit Union Doors, Locks & Electronic Security	N/A	N/A	A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16 <b>EVIDS</b>												
A Flag Mount Display (Monitor, Mount, Wiring)	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	SLC	N/A	N/A
B Gate Portal Display (Above Door to PBB Tunnel)	N/A	N/A	N/A	N/A	N/A	N/A	A / SLC (b)	N/A	N/A	SLC	N/A	N/A
C Back Wall Display	N/A	N/A	N/A	N/A	N/A	N/A	A / SLC (b)	N/A	N/A	SLC	N/A	N/A
D Ticket Counter Overhead Displays	SLC	N/A	N/A	N/A	A / SLC (b)	N/A	N/A	N/A	N/A	N/A	SLC	N/A
E Ticket Counter Overhead Display Computer	A / SLC (b)	N/A	N/A	N/A	A / SLC (b)	N/A	N/A	N/A	N/A	N/A	SLC	N/A
F Baggage Carousel Touchscreen Computers	N/A	A / SLC (b)	N/A	N/A	A / SLC (b)	N/A	N/A	N/A	N/A	N/A	SLC	N/A
G Baggage Carousel Displays	N/A	A / SLC (b)	N/A	N/A	A / SLC (b)	N/A	N/A	N/A	N/A	N/A	SLC	N/A
17 <b>Video Surveillance Systems (VSS)</b>												
A VSS Workstation	N/A	N/A	A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
B Ramp Tower - Virtual Tower 75" monitors	N/A	N/A	A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18 <b>Ramp Information Display Signs (RIDS)</b>												
A Display and Mount Hardware	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SLC	N/A	N/A	N/A	N/A
B Computer and Associated Wiring	N/A	N/A	N/A	N/A	N/A	N/A	A / SLC (b)	N/A	N/A	SLC	N/A	N/A

**NOTES:**

Salt Lake City Department of Airports is responsible for maintaining and replacing standard finishes, fixtures, equipment and infrastructure (FFE&I).

FFE&I installed by Salt Lake City Department of Airports on behalf of the Tenant may be billed as an additional expense and the Tenant shall maintain the new FFE&I.

Specialty or branded finishes, modifications or additions that are installed beyond what was provided to all Tenants as standard base building finishes, shall be maintained by the Tenant.

Damage caused by a Tenant will reflect a direct billing to the Tenant for repairs.

**LEGEND:**

A Airline will ensure the work is done and will be responsible for all costs.

SLC Salt Lake City Department of Airports (SLCDA) will budget for and ensure work is done; costs will be included in airline rate base.

N/A - Not Applicable.

(a) Mainline distribution to Tenant boundary provided by SLCDA. Tenant supplies and maintains distribution and equipment inside Tenant boundary.

(b) Maintenance responsibility is assigned to SLCDA or the Tenant, dependent on who provides the digital information to the equipment.

(c) Additional service may be provided by SLCDA and billed as an additional cost to the Tenant.

(d) Done annually by SLC (Including lead-in lines and stop bars only). Tenant will be billed direct for additional requests.

(e) Locks and keys only.

(f) Finishes will be refreshed or replaced as scheduled by SLCDA Maintenance. Tenant damage or requests outside the maintenance cycle will be billed as an additional cost to the Tenant.

**TENANT IMPROVEMENT GUIDELINES AND DESIGN STANDARDS APPLY TO ALL TENANT PROJECTS AND IMPROVEMENTS  
PLEASE REFER TO THESE GUIDELINES BEFORE INITIATING ANY MODIFICATIONS TO LEASED SPACE.**

**Exhibit F**  
**Activity Reports**



## ACTIVITY REPORT

GATE:	
RAMP:	
IAB:	

TO: SALT LAKE CITY DEPARTMENT OF AIRPORTS  
 PO BOX 145550, SALT LAKE CITY, UT 84114-5550  
 PHONE: (801) 575-2436  
 FAX : (801) 575-2817  
 E-MAIL: reports@slcgov.com

CARRIER: \_\_\_\_\_

ICAO: \_\_\_\_\_

ACCT #: \_\_\_\_\_

SUBJECT: STATION ACTIVITY FOR THE MONTH OF:

(1) LANDING TYPE	(2) AIRCRAFT TYPE	(3) NUMBER OF LANDINGS	(4) GROSS CERTIFIED LANDING WEIGHT	(5) TOTAL WEIGHT (3) x (4)
1				-
2				-
3				-
4				-
5				-
6				-
7				-
8				-
9				-
10				-
11				-
12				-
13				-
14				-
15				-
<b>TOTALS</b>				

**CARGO (IN POUNDS):**

	MAIL	FREIGHT	EXPRESS
ENPLANED (ON)			
DEPLANED (OFF)			
<b>TOTALS</b>			

**NUMBER OF PASSENGERS:**

	ENPLANED REVENUE (LESS CONNECTIONS)	ENPLANED NON-REVENUE	CONNECTIONS	DEPLANED REVENUE (LESS CONNECTIONS)
SCHEDULED DOMESTIC				
CHARTER DOMESTIC				
SCHEDULED INTL				
CHARTER INTL				
<b>TOTALS</b>				



**Exhibit F**  
**Activity Reports Amended**

Exhibit F  
Activity Reports Amended



**ACTIVITY REPORT**

**TO: SALT LAKE CITY DEPARTMENT OF AIRPORTS  
PO BOX 145550, SALT LAKE CITY, UT 84114-5550  
PHONE: (801) 575-2390**

**CARRIER:**  
\_\_\_\_\_

**E-MAIL: finance.reports@slcgov.com**

**PLEASE CHECK:**  
 \_\_\_\_\_  
 SCHEDULED  
 \_\_\_\_\_  
 CHARTER  
 \_\_\_\_\_  
 ALL-CARGO

**SUBJECT: STATION ACTIVITY FOR THE MONTH OF:**

	(2) AIRCRAFT TYPE	(3) NUMBER OF LANDINGS	(4) GROSS CERTIFIED LANDING WEIGHT	(5) TOTAL WEIGHT (3) x (4)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
<b>TOTALS</b>				

**CARGO (IN POUNDS):**

	ENPLANED MAIL	DEPLANED MAIL	ENPLANED FREIGHT	DEPLANED FREIGHT	ENPLANED EXPRESS	DEPLANED EXPRESS
AIR DOMESTIC						
*TRUCKED TO OTHER AIRPORTS						
*TRUCKED FROM OTHER AIRPORTS						
AIR INTERNATIONAL						
<b>TOTALS</b>						

**NUMBER OF PASSENGERS:**

	ENPLANED REVENUE	ENPLANED NON-REVENUE	CONNECTIONS	DEPLANED REVENUE
SCHEDULED DOMESTIC				
CHARTER DOMESTIC				
SCHEDULED INTL				
CHARTER INTL				
<b>TOTALS</b>				



**Exhibit G**

**10-Year Capital Improvement Plan**



**Exhibit G - 10-Year Capital Improvement Program (Ref. AUA Section 10.01)**

(Escalated Dollars in Thousands for Fiscal Years Ending June 30)

Description	Total Cost	Projected										
		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
South Concourse West, part 1	\$257,384	\$0	\$0	\$22,282	\$82,990	\$82,990	\$69,121	\$0	\$0	\$0	\$0	\$0
Design	20,287	5,466	11,085	3,735	0	0	0	0	0	0	0	0
Apron and Utilities (Eligible)	39,747	0	0	7,181	11,496	11,496	9,575	0	0	0	0	0
Apron Design (Eligible)	1,361	367	744	251	0	0	0	0	0	0	0	0
Airfield Ineligible (incl. Hydrant Fueling)	37,899	0	7,821	7,863	7,842	7,842	6,531	0	0	0	0	0
South Concourse East	\$220,501	\$0	\$0	\$0	\$0	\$0	\$10,833	\$127,897	\$81,771	\$0	\$0	\$0
Design	8,645	2,330	4,724	1,592	0	0	0	0	0	0	0	0
Apron and Utilities (Eligible)	49,103	0	0	0	0	0	2,412	28,481	18,209	0	0	0
Apron Design (Eligible)	1,681	453	919	310	0	0	0	0	0	0	0	0
Airfield - Ineligible	27,599	0	0	0	0	0	1,356	16,008	10,235	0	0	0
<b>Subtotal Concourses</b>	<b>\$664,207</b>	<b>8,616</b>	<b>25,291</b>	<b>43,214</b>	<b>102,328</b>	<b>102,328</b>	<b>99,828</b>	<b>172,387</b>	<b>110,215</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Terminal</b>	<b>\$434,022</b>	<b>\$0</b>	<b>\$0</b>	<b>\$92,283</b>	<b>\$119,022</b>	<b>\$119,022</b>	<b>\$103,696</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
New Terminal	137,494	0	0	29,234	37,705	37,705	32,850	0	0	0	0	0
Baggage System	32,039	15,924	16,116	0	0	0	0	0	0	0	0	0
Design - Terminal/BHS	1,142	568	574	0	0	0	0	0	0	0	0	0
Sitework Design	49,393	0	0	10,502	13,545	13,545	11,801	0	0	0	0	0
Sitework and Roadways	\$51,220	\$0	\$5,317	\$23,730	\$22,174	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C.U.P.	4,113	1,411	2,702	0	0	0	0	0	0	0	0	0
Building Demolition	\$12,282	\$0	\$0	\$2,611	\$3,368	\$3,368	\$2,934	\$0	\$0	\$0	\$0	\$0
<b>Subtotal Terminal</b>	<b>\$721,705</b>	<b>\$17,902</b>	<b>\$24,709</b>	<b>\$158,360</b>	<b>\$195,814</b>	<b>\$173,640</b>	<b>\$151,281</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Landside</b>	<b>\$51,486</b>	<b>\$2,990</b>	<b>\$40,414</b>	<b>\$8,083</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
QTA	2,818	769	2,050	0	0	0	0	0	0	0	0	0
Design	6,893	400	5,411	1,082	0	0	0	0	0	0	0	0
Sitework	\$182,416	0	0	21,061	60,529	60,529	40,297	0	0	0	0	0
Parking Structure, Part 1	4,996	3,459	1,537	0	0	0	0	0	0	0	0	0
Design	20,624	0	5,824	14,800	0	0	0	0	0	0	0	0
Sitework	\$16,335	948	12,822	2,564	0	0	0	0	0	0	0	0
RAC building	10,821	0	0	2,301	2,967	2,967	2,585	0	0	0	0	0
Gateway RAC	1,082	538	544	0	0	0	0	0	0	0	0	0
Gateway RAC Design												

**Exhibit G - 10-Year Capital Improvement Program (Ref. AUA Section 10.01)**

(Escalated Dollars in Thousands for Fiscal Years Ending June 30)

Description	Total Cost	Projected										
		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
New roads Design	\$70,210 1,623	0 807	0 816	14,928 0	19,254 0	19,254 0	16,774 0	0 0	0 0	0 0	0 0	0 0
Sitework/Landscape	\$26,194	371	3,226	3,234	3,226	3,226	3,226	3,234	3,226	3,226	0	0
<b>Subtotal Landside</b>	\$395,499	\$10,282	\$72,644	\$68,054	\$85,976	\$85,976	\$62,883	\$3,234	\$3,226	\$3,226	\$0	\$0
<b>Total TRP</b>	<b>\$1,781,411</b>	<b>\$36,799</b>	<b>\$122,644</b>	<b>\$269,628</b>	<b>\$384,117</b>	<b>\$361,944</b>	<b>\$313,991</b>	<b>\$175,621</b>	<b>\$113,440</b>	<b>\$3,226</b>	<b>\$0</b>	<b>\$0</b>
<b>Other CIP</b>												
Deicing Pads	\$85,795	\$33,002	\$44,116	\$8,677	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Demo. Ex. Terminals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Airfield - Other CIP	\$144,764	\$27,807	\$13,522	\$3,000	\$5,075	\$27,419	\$17,006	\$10,500	\$10,500	\$500	\$19,082	\$10,353
Total Terminal - Other CIP	52,148	23,572	7,036	6,822	6,171	6,124	1,048	275	275	275	275	275
Total Landside - Other CIP	15,383	2,145	4,738	775	775	775	775	800	800	0	800	3,000
Total Land Acquisition - Other CIP	17,000	2,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Total Other - Other CIP	30,580	4,730	3,850	6,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Total Auxiliary Airports - Other CIP	21,608	1,651	8,099	2,000	2,335	5,523	2,000	0	0	0	0	0
<b>Subtotal Other CIP</b>	<b>\$367,279</b>	<b>\$94,907</b>	<b>\$82,861</b>	<b>\$28,774</b>	<b>\$17,856</b>	<b>\$43,341</b>	<b>\$24,329</b>	<b>\$15,075</b>	<b>\$15,075</b>	<b>\$4,275</b>	<b>\$23,657</b>	<b>\$17,128</b>
<b>Total</b>	<b>\$2,148,690</b>	<b>\$131,707</b>	<b>\$205,505</b>	<b>\$298,402</b>	<b>\$401,973</b>	<b>\$405,285</b>	<b>\$338,320</b>	<b>\$190,696</b>	<b>\$128,515</b>	<b>\$7,501</b>	<b>\$23,657</b>	<b>\$17,128</b>

Note: Figures may not add because of rounding.

<sup>1</sup> Project costs are escalated to mid-point of construction and include soft costs and contingency.

Sources: Salt Lake City Department of Airports; Public Financial Management, Inc.  
Prepared by: Public Financial Management, Inc., based on project cost estimates and projections available as of April 15, 2014.

**Exhibit G**

**10-Year Capital Improvement Plan Amended**

**Exhibit G - 10 Year Capital Improvement Program (Ref. AJA Article 10.06.4)**  
 (Escalated Dollars in Thousands for Fiscal Years Ending June 30)

**SALT LAKE CITY DEPARTMENT OF AIRPORTS**

Project Description	Total Cost <sup>1</sup>	Forecast											
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
<b>Remaining elements of TRP</b>	<b>\$104,582</b>	<b>\$73,217</b>	<b>\$31,365</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Remaining elements of North Concourse Ph</b>	<b>\$217,865</b>	<b>\$145,772</b>	<b>\$72,093</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
North Concourse (Phase 4)													
North Concourse 16 gate expansion	\$582,246	\$0	\$75,000	\$207,246	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Central Tunnel 700' North Extension	101,306	0	0	70,000	31,306	0	0	0	0	0	0	0	0
<b>Subtotal North Concourse (Phase 4)</b>	<b>\$683,552</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$277,246</b>	<b>\$31,306</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Other CIP													
Total Airfield - Other CIP	\$157,700	\$6,350	\$5,250	\$20,500	\$7,750	\$20,250	\$20,250	\$20,250	\$4,000	\$23,000	\$7,500	\$7,500	\$7,500
Total Terminal - Other CIP	23,100	100	1,500	1,500	1,500	1,750	1,750	1,750	1,750	5,000	5,000	5,000	5,000
Total Landside - Other CIP	266,667	34,470	39,297	18,000	30,750	18,000	18,000	18,000	34,250	12,000	28,000	28,000	28,000
<b>Subtotal Other CIP</b>	<b>\$447,467</b>	<b>\$40,920</b>	<b>\$46,047</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$40,500</b>
<b>Total Capital Program</b>	<b>\$1,453,466</b>	<b>\$259,909</b>	<b>\$224,505</b>	<b>\$317,246</b>	<b>\$71,306</b>	<b>\$340,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,500</b>

<sup>1</sup> Project costs are escalated to mid-point of construction and include soft costs and contingency.

Source: Salt Lake City Department of Airports  
 Compiled by: Landrum & Brown, Inc.

**Exhibit H**

**Terminal Redevelopment Program**

**H-1.1 “The Project”**

**H-1.2-6 Drawings and Diagrams**

**H-2 TRP Estimated Project Costs**

**H-3 Schedule of Contract Guaranteed Maximum Price (CGMPs)**

**H-4 TRP Construction Schedule**

**H-5.1 TRP Funding Plan**

**H-5.2 TRP Funding and Financial Forecasts, including Key Assumptions for Financial Modeling**

**Exhibit H1.1 (Ref. AUA Section 10.06.1)**

Salt Lake City International Airport  
Terminal Redevelopment Program

"The Project"

July 1, 2014

The Salt Lake City Department of Airports (SLCCDA) has initiated a \$1.781 billion capital improvement program – The Terminal Redevelopment Program (TRP). The TRP includes a new consolidated terminal, concourses, structured and surface parking, rental car facilities, improved access roadways and associated infrastructure, a new central utility plant (CUP), and renovation of some existing structures.

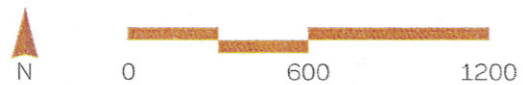
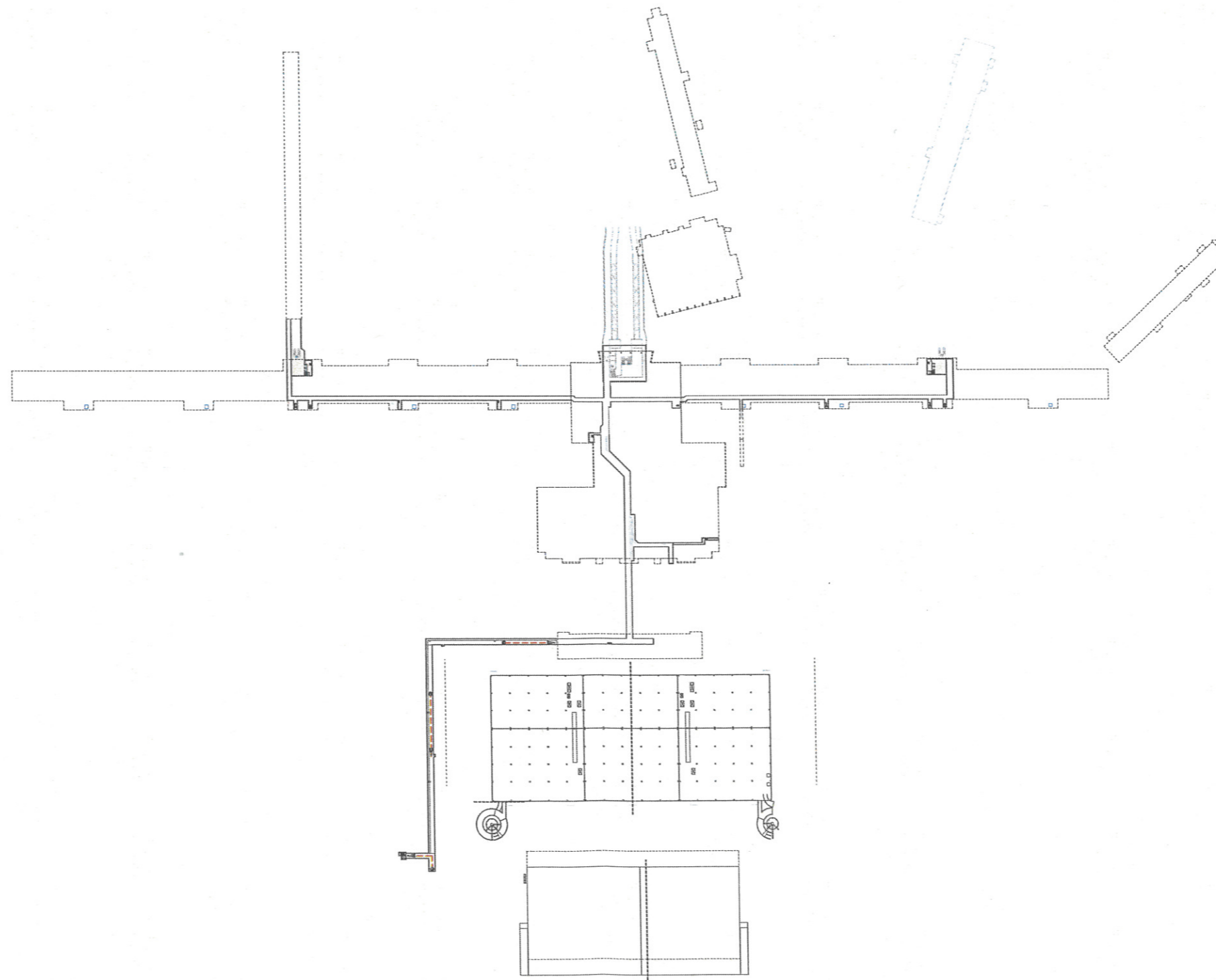
1. **Consolidated Terminal** – The consolidated terminal building will consist of approximately 895,000 square feet of space on 3 levels and will be physically contiguous with the South Concourse and connected to the parking garage by 2 pedestrian walkways consisting of an additional 24,000 square feet.
  - a. Level 1 will contain a Federal Inspection Service Area (FIS), international bag claim and recheck, central Transportation Security Administration (TSA) security checkpoint dedicated to employee access, ground transportation counters, and will also serve commercial curbs and other ground transportation functions.
  - b. Level 2 will provide key passenger circulation areas and will connect landside and airside components of the facility. Pre-screening areas will provide for bag claim and airline bag service offices, a meeter-greeter area, food and beverage and retail concessions, and a centralized security screening checkpoint. Post-screening areas will include a concession core of approximately 33,000 square feet and transition to the concourse area.
  - c. Level 3 will contain the ticketing area for departing passengers and administrative offices for SLCCDA as well as other Airport tenants. Passengers will enplane on the Level 3 curb.
2. **South Concourse-West**- This facility will consist of approximately 445,000 square feet on 2 levels. Level 1 will contain non-public areas that accommodate airline operations offices and support areas, outbound and transfer baggage facilities, storage facilities, and mechanical-electrical-plumbing (MEP) facilities. Level 2 will be the main passenger circulation level and serve enplaning and deplaning passengers, and will include passenger amenities including moving sidewalks and major food and retail concessions. A total of 23-25 gates will be provided, of which 3-5 gates will accommodate international arrivals. International gates will connect to a sterile corridor that routes arriving international passengers to U.S. Immigration and Customs Enforcement facilities in Level 1 of the consolidated terminal.
3. **South Concourse-East**-The South Concourse-East facility is a 2 level facility comprising approximately 355,000 square feet of space on all levels and will be contiguous with the Consolidated Terminal building. Level 1 of the South Concourse-East facility will primarily be for non-public areas that accommodate airline operations offices and support areas, outbound and transfer baggage facilities, storage facilities, and also house MEP systems. Level 2 of this facility will serve as the main passenger circulation level serving enplaning and deplaning passengers, and will include passenger amenities such as moving sidewalks and major food and retail concessions. A total of 13 gates will be provided in this facility.

4. **West Mid-concourse Tunnel Area** – The West mid-concourse tunnel area will be approximately 4,200 square feet and will provide a connection to the existing pedestrian tunnel to a future north concourse. The project is limited to building the structural elements of the tunnel in the South Concourse-West facility and will defer purchase and installation of equipment and utilities until a future phase.
5. **Existing Concourse Renovation** – The renovation of the existing concourse connectors will serve to temporarily connect the new South Concourse and Terminal to the existing Concourses A, B, C, and D. This project will provide continuous connection between all areas of the terminal complex and will consist of approximately 52,800 square feet.
6. **Gateway Center** – The Gateway Center will be an elevated building adjacent to the north side of the parking garage consisting of approximately 79,000 square feet. This facility will house a variety of functions, including both ticket counters and kiosks for remote passenger airline check-in, baggage drop services, rental car counters and check-in facilities, and rental car support offices, as well as associated MEP space. The Gateway Center will be connected to the terminal building via 2 pedestrian bridges and connected to the parking garage via 2 vestibules.
7. **Parking Garage** – The parking structure is planned to be a 5-level, cast-in-place, post-tensioned concrete structure with a footprint of approximately 360,000 square feet and a total gross square footage of 1.8 million square feet. Levels 2 through 5 are expected to provide approximately 3,600 public parking spaces. The first floor of the parking garage will be dedicated to rental car operations and will contain approximately 1,200 ready return spaces. Upper floors will be accessed via 2 helical ramps.
  - a. Close-in Parking Lot – This parking area is located east of the Parking Garage. It is an area of approximately 150,000 square feet including approximately 350 parking spaces. The Parking Lot is planned to be covered by a structure that includes photovoltaic panels that will provide covered parking for patrons and a source for power generation.
  - b. South Economy Parking Lot – This parking area consists of approximately 2,900 parking spaces that will replace economy parking that is displaced by the construction of the Rental Car Service Sites. The South Parking Lot will be an extension of the existing Economy Lot.
8. **Rental Car Service Facilities** – The rental car service facilities will consist of a quick-turn-around (QTA) facility for fueling and washing cars and a second remote rental car service site (RSS) for performing light vehicle maintenance. The QTA is planned to be a 2-level building of approximately 468,000 square feet with 14 wash and service bays on the first floor and vehicle storage and parking on the second floor. The RSS facility will consist of 3 one-story service buildings comprised of approximately 34,000 square feet located south of the QTA. These buildings will provide back-of-house maintenance areas for the rental car providers and will contain office, support, and storage space.
9. **Roadways** – This project element includes all roadways, bridges, and signage to service the new terminal complex and support areas such as the parking garage, surface lots, rental car areas, and adjacent terminal facilities. The departures roadway will be an elevated bridge roadway with vehicle access to the Level 3 curb of the terminal. Other elements in this project include the arrivals roadways, commercial vehicle roads, RAC user and service roads, and access to and from the parking facilities. All surface roads are planned to be asphalt with the exception of areas to be utilized by

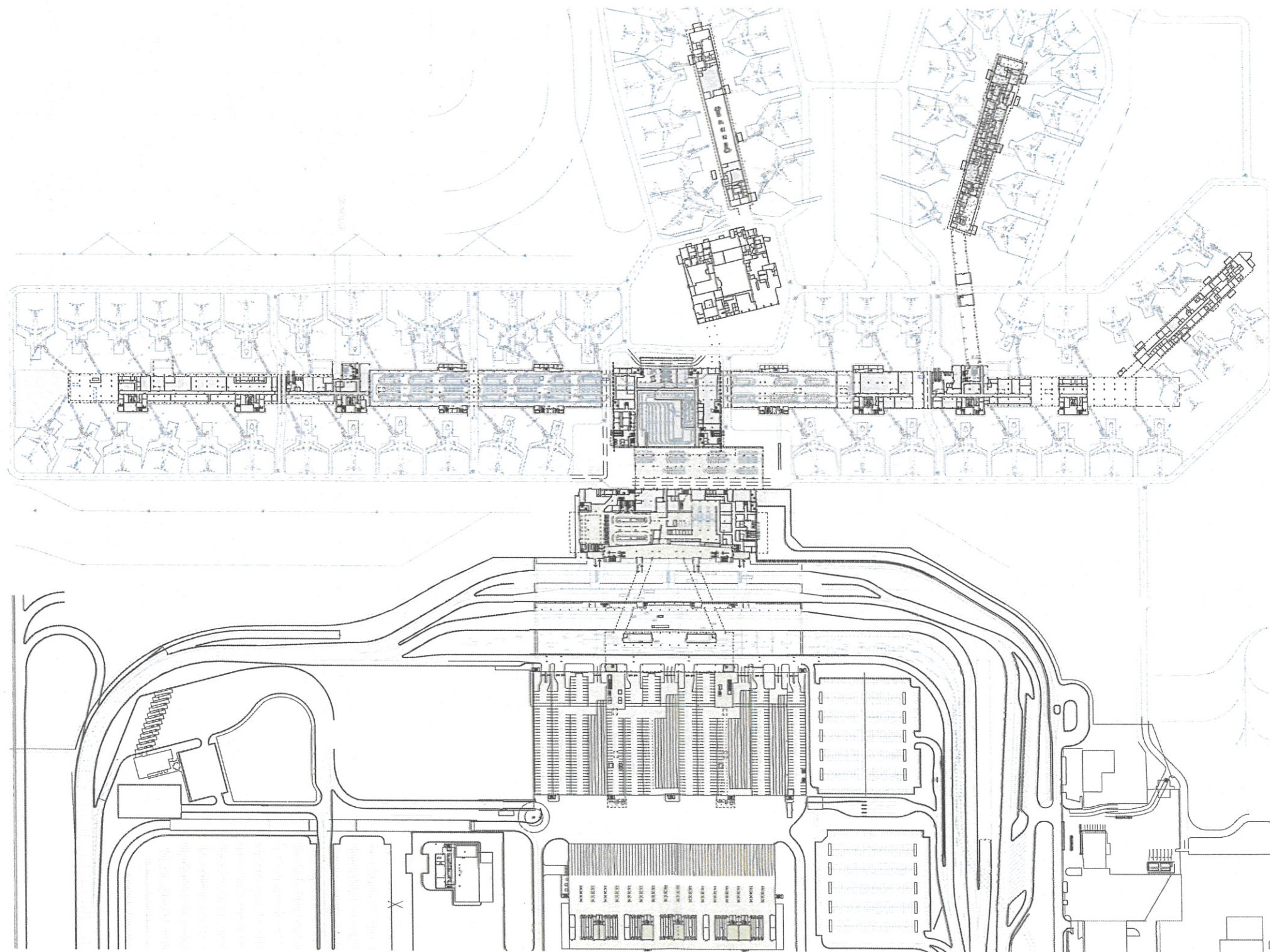
commercial vehicles, which will be constructed with concrete. Temporary roads will be constructed to accommodate construction phasing.

10. **Central Utility Plant (CUP)** – The CUP will be approximately 52,000 square feet in a high-ceiling one-story building structure. The CUP will house all main boilers and chillers as well as electrical systems to service the terminal complex and other applicable Airport systems connected to this facility, including pumping systems, electrical substations, transformers, distribution equipment, and emergency equipment. The CUP is planned as a stand-alone building located west of the parking garage with utility connections to the terminal and associated facilities.
11. **Apron Sitework and Paving** – This work will include all airfield site demolition, utility relocation and apron paving required to enable the redevelopment of the terminal complex. Included in this project element will be specialty utilities such as hydrant fueling, and standard utilities including power, water, and sewer.
12. **Sitework Demolition and Landscaping** – This element includes all non-airfield site demolition required to enable the redevelopment of the terminal complex. Included is the demolition of all existing terminal buildings, parking garage, connectors and pedestrian bridges. This demolition work will be phased and coordinated with new construction and active areas. Also included will be common landside landscaping such as entry and exit landscaping and replanting of undeveloped areas.
13. **Information Technology** – Information technology (IT) components are an integral element of the TRP incorporated throughout the facilities and project site. Elements in this scope of work include IT infrastructure such as fiberoptic, cabling, conduits, routers, power, and associated network components needed to operate a wide range of systems. IT systems in the TRP include building systems such as fire alarm system (FAS), security and access control systems, building public address system (PA), building automation system (BAS), various other access control and security systems, and the network master clock system. Other IT systems include parking revenue control and related vehicle control systems as well as airport operating systems including: airport information management system (AIMS), distributed antenna system (DAS), computerized maintenance management system (CMMS), shared use passenger processing system (SUPPS), common use passenger processing system (CUPPS), and common use self service (CUSS), voice system (PBX/VoIP) and well as courtesy phones. Other associated systems included in the TRP are wireless local area network (WLAN), electronic visual display system (EVIDS), baggage handling associated system (BHS), Information Display System (BIDS), flight information display system (FIDS), gate information display system (GIDS), lobby information display system, and ramp information display system. Also included in the IT TRP scope would be any other software, hardware, and infrastructure elements needed to ensure proper operation of the airport and passenger experience.
14. **Other Projects** – Although not funded by the TRP budget, there are certain work elements that must be coordinated with the TRP. This includes the extension of the light rail line to the proposed Gateway Center and its elevated guideway, easements, and related work. This work will be funded by other sources, but may be performed by a TRP-contracted designer and construction manager at risk (CMAR) to ensure proper coordination and consistency of building systems to achieve best results on the TRP.

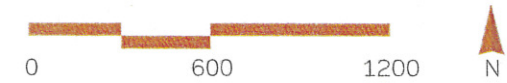




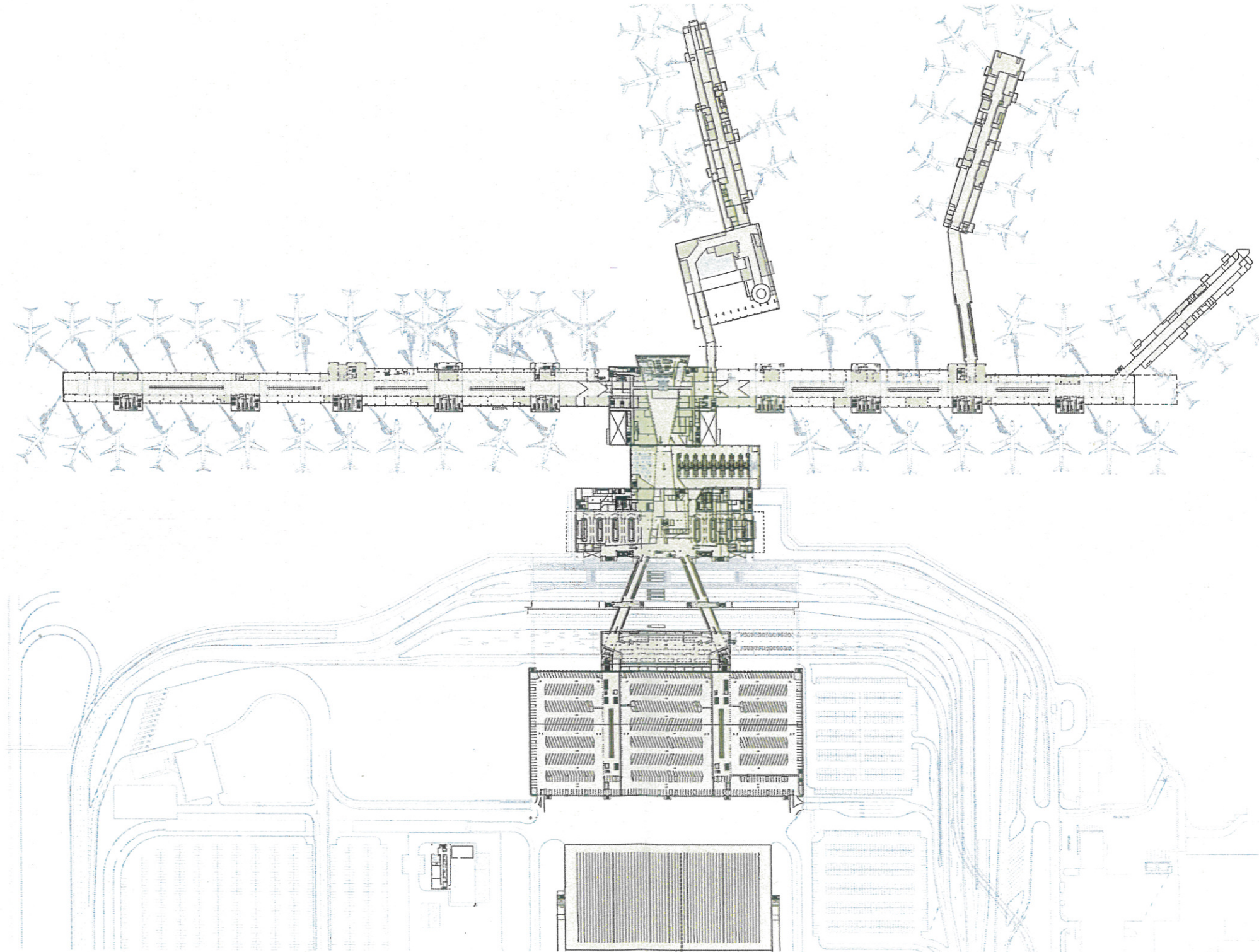
Composite Floor Plan - Level 0



Composite Floor Plan - Level 1

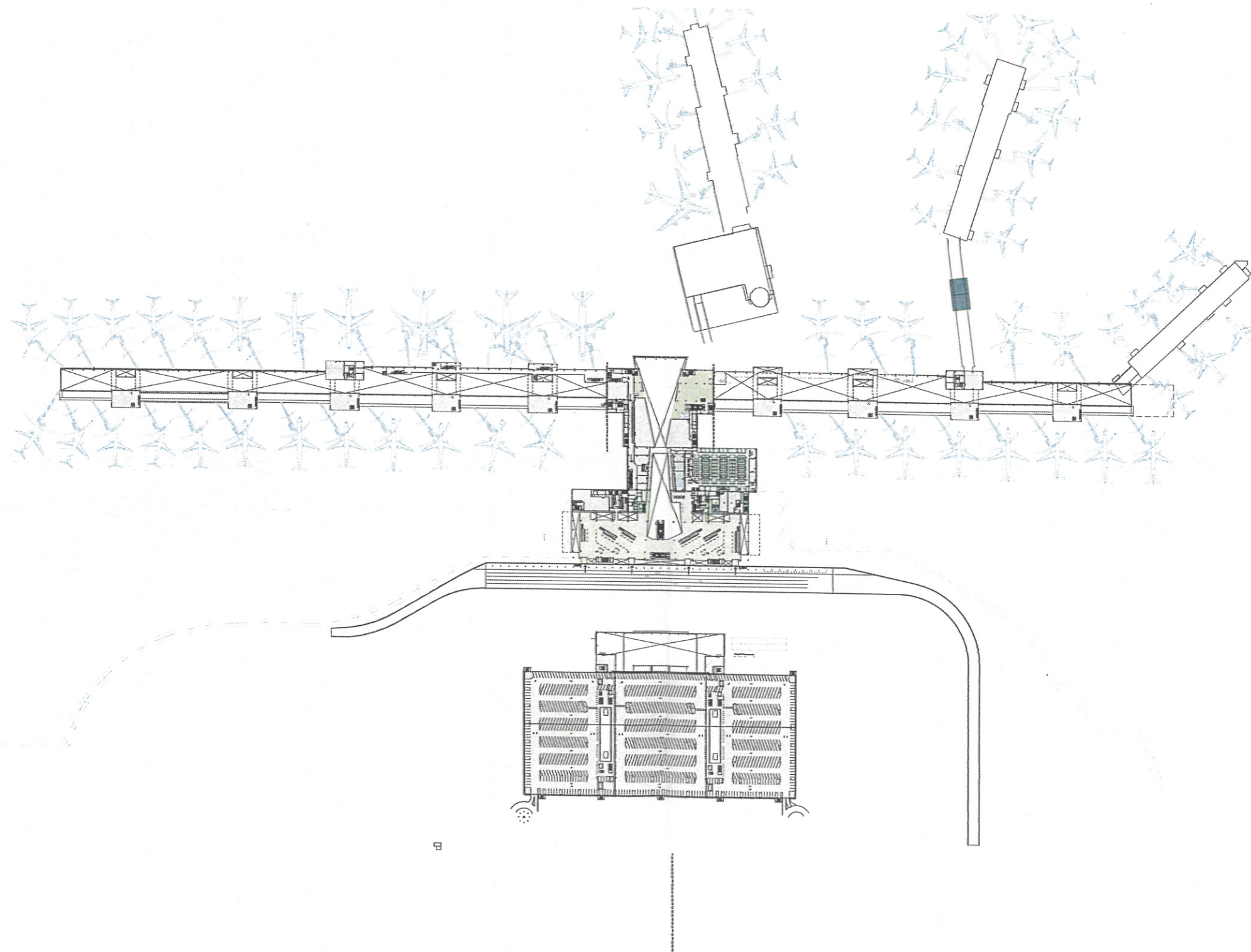






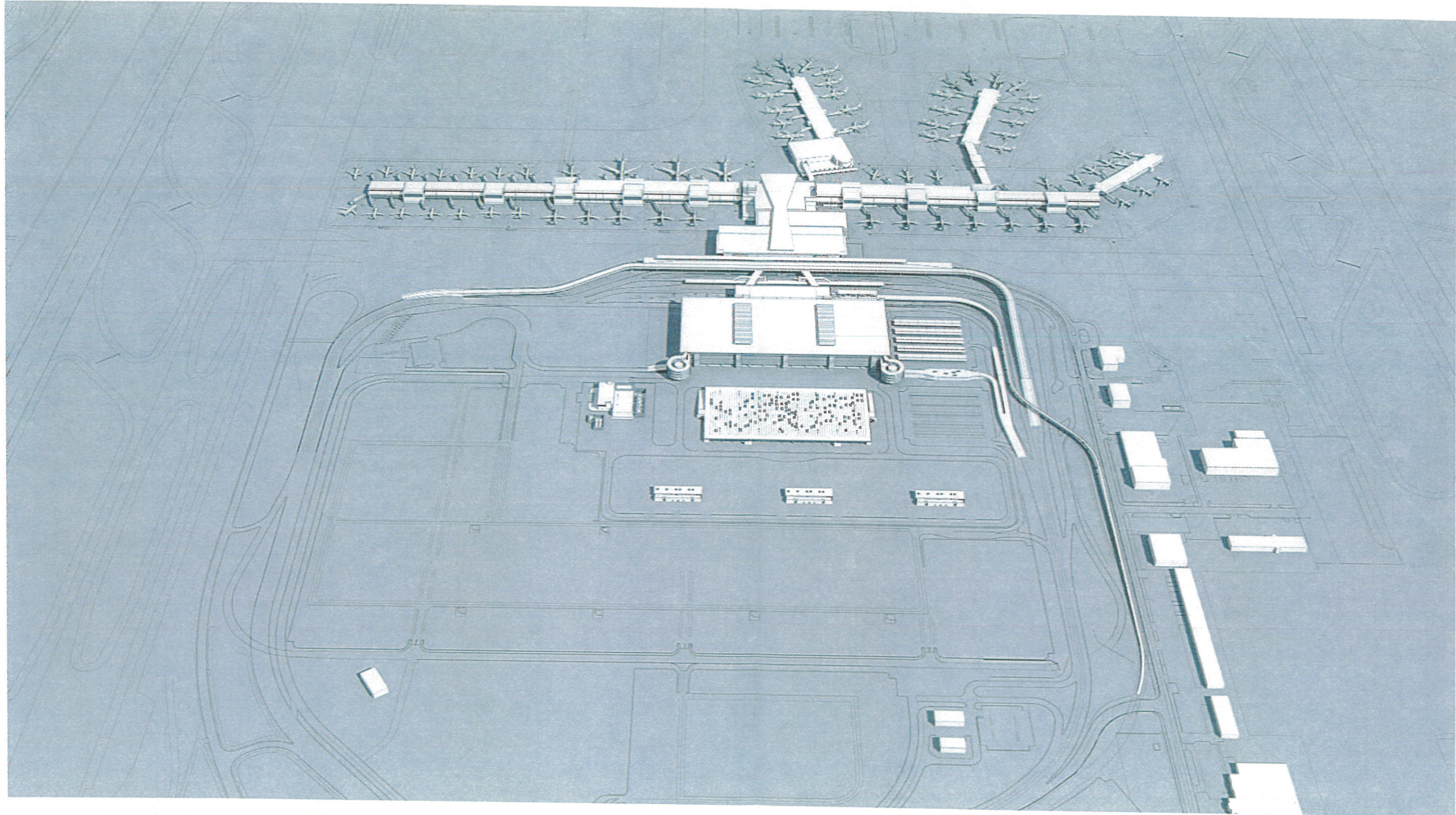
Composite Floor Plan - Level 2





Composite Floor Plan - Level 3





Overall Site Roof Plan



**Exhibit H2 - Terminal Redevelopment Program Estimated Project Costs (Ref. AUA Section 10.06.4)**

(Escalated Dollars in Thousands for Fiscal Years Ending June 30)

Description	Total Cost	Projected										
		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
South Concourse West, part 1	\$257,384	\$0	\$0	\$22,282	\$82,990	\$82,990	\$69,121	\$0	\$0	\$0	\$0	\$0
Design	20,287	5,466	11,085	3,735	0	0	0	0	0	0	0	0
Apron and Utilities (Eligible)	39,747	0	0	7,181	11,496	11,496	9,575	0	0	0	0	0
Apron Design (Eligible)	1,361	367	744	251	0	0	0	0	0	0	0	0
Airfield Ineligible (incl. Hydrant Fueling)	37,899	0	7,821	7,863	7,842	7,842	6,531	0	0	0	0	0
South Concourse East	\$220,501	\$0	\$0	\$0	\$0	\$0	\$10,833	\$127,897	\$81,771	\$0	\$0	\$0
Design	8,645	2,330	4,724	1,592	0	0	0	0	0	0	0	0
Apron and Utilities (Eligible)	49,103	0	0	0	0	0	2,412	28,481	18,209	0	0	0
Apron Design (Eligible)	1,681	453	919	310	0	0	0	0	0	0	0	0
Airfield - Ineligible	27,599	0	0	0	0	0	1,356	16,008	10,235	0	0	0
<b>Subtotal Concourses</b>	<b>\$664,207</b>	<b>8,616</b>	<b>25,291</b>	<b>43,214</b>	<b>102,328</b>	<b>102,328</b>	<b>99,828</b>	<b>172,387</b>	<b>110,215</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Terminal</b>	<b>\$434,022</b>	<b>\$0</b>	<b>\$0</b>	<b>\$92,283</b>	<b>\$119,022</b>	<b>\$119,022</b>	<b>\$103,696</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
New Terminal	137,494	0	0	29,234	37,705	37,705	32,850	0	0	0	0	0
Baggage System	32,039	15,924	16,116	0	0	0	0	0	0	0	0	0
Design - Terminal/BHS	1,142	568	574	0	0	0	0	0	0	0	0	0
Sitework Design	49,393	0	0	10,502	13,545	13,545	11,801	0	0	0	0	0
Sitework and Roadways	\$51,220	1,411	2,702	\$23,730	\$22,174	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C.U.P.	4,113	0	0	0	0	0	0	0	0	0	0	0
Design	\$12,282	\$0	\$0	\$2,611	\$3,368	\$3,368	\$2,934	\$0	\$0	\$0	\$0	\$0
Building Demolition	\$721,705	\$17,902	\$24,709	\$158,360	\$195,814	\$173,640	\$151,281	\$0	\$0	\$0	\$0	\$0
<b>Subtotal Terminal</b>	<b>\$51,486</b>	<b>\$2,990</b>	<b>\$40,414</b>	<b>\$8,083</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Landside</b>	<b>2,818</b>	<b>769</b>	<b>2,050</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
QTA	6,893	400	5,411	1,082	0	0	0	0	0	0	0	0
Design	\$182,416	0	0	21,061	60,529	60,529	40,297	0	0	0	0	0
Sitework	4,996	3,459	1,537	0	0	0	0	0	0	0	0	0
Parking Structure, Part 1	20,624	0	5,824	14,800	0	0	0	0	0	0	0	0
Design	\$16,335	948	12,822	2,564	0	0	0	0	0	0	0	0
Sitework	10,821	0	0	2,301	2,967	2,967	2,585	0	0	0	0	0
RAC building	1,082	538	544	0	0	0	0	0	0	0	0	0
Gateway RAC												
Gateway RAC Design												

**Exhibit H2 - Terminal Redevelopment Program Estimated Project Costs (Ref. AUA Section 10.06.4)**

(Escalated Dollars in Thousands for Fiscal Years Ending June 30)

Description	Total Cost	Projected											
		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	
New roads	\$70,210	0	0	14,928	19,254	19,254	16,774	0	0	0	0	0	0
Design	1,623	807	816	0	0	0	0	0	0	0	0	0	0
Sitework/Landscape	\$26,194	371	3,226	3,234	3,226	3,226	3,226	3,234	3,226	3,226	0	0	0
<b>Subtotal Landside</b>	<b>\$395,499</b>	<b>\$10,282</b>	<b>\$72,644</b>	<b>\$68,054</b>	<b>\$85,976</b>	<b>\$85,976</b>	<b>\$62,883</b>	<b>\$3,234</b>	<b>\$3,226</b>	<b>\$3,226</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total TRP</b>	<b>\$1,781,411</b>	<b>\$36,799</b>	<b>\$122,644</b>	<b>\$269,628</b>	<b>\$384,117</b>	<b>\$361,944</b>	<b>\$313,991</b>	<b>\$175,621</b>	<b>\$113,440</b>	<b>\$3,226</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Note: Figures may not add because of rounding.

<sup>1</sup> Project costs are escalated to mid-point of construction and include soft costs and contingency.

Sources: Salt Lake City Department of Airports; Public Financial Management, Inc.

Prepared by: Public Financial Management, Inc., based on project cost estimates and projections available as of April 15, 2014.

Exhibit H3 - Ref. AUA Section 10.06.4)  
 Salt Lake City Department of Airports  
 Terminal Redevelopment Program

Schedule of Contract Guaranteed Maximum Price (CGMPs)

Construction Costs			Estimated CGMP Value
CGMP #	Package Description	Scope Summary	Value
1	Staffing through 6/30/2014	Preconstruction Services	\$3,488,858
1a	Staffing through 6/30/2015	Preconstruction Services	\$4,760,730
1b	Staffing through 6/30/2016	Preconstruction Services	\$578,000
2	GCS & CRs through 6/30/2014	General Conditions/Construction Requirements	\$1,990,992
2a	GCS & CRs through 6/30/2015	General Conditions/Construction Requirements	\$3,126,581
2b	GCS & CRs through 6/30/2016	General Conditions/Construction Requirements	\$10,778,839
2c	GCS & CRs through 6/30/2017	General Conditions/Construction Requirements	\$35,530,894
2d	GCS & CRs through 6/30/2018	General Conditions/Construction Requirements	\$20,819,259
2e	GCS & CRs through 6/30/2019	General Conditions/Construction Requirements	\$23,604,610
2f	GCS & CRs through 6/30/2020	General Conditions/Construction Requirements	\$22,430,400
2h	GCS & CRs through 6/30/2021	General Conditions/Construction Requirements	\$7,180,387
2h	GCS & CRs through 6/30/2022	General Conditions/Construction Requirements	\$7,180,387
2i	GCS & CRs through 6/30/2023	General Conditions/Construction Requirements	\$1,183,191
3	Rental Car Site Enabling	Utilities & South Parking Lot Replacement Parking	\$10,000,000
3 R1	Rental Car Facilities	Quick Turn Around (QTA)/Service Centers (RSS)	\$62,322,060
4	Terminal/SCW/Deck/Roadways/Enabling	Civil/Temporary Roads	\$4,000,000
5	Terminal/SCW/Gateway Phase 1	Foundations/Structure/Vertical Transportation/MEP	\$203,400,377
5 R1	Terminal/SCW/Gateway Phase 2	Balance of Terminal Construction	\$434,500,060
6	Parking Deck Phase 1	Foundations/Structure/Vertical Transportation/MEP	\$104,514,859
6 R1	Parking Deck Phase 2	Balance of Parking Deck Construction	\$68,873,900
7	Roadways Phase 1	Sitework/Utilities/Foundations	\$8,000,000
7 R1	Roadways Phase 2	Balance of Roadway Construction	\$25,750,527
8	Baggage Handling System	BHS - Gateway/Terminal/SCW/SCE	\$112,963,294
9	Central Utility Plant	CUP Facility and Associated Utilities	\$47,592,913
10	Apron/Fueling South Concourse West/Terminal	Airside Civil	\$75,846,319
10 R1	Apron/Fueling South Concourse East/Terminal	Airside Civil	\$50,564,212
11	South Concourse East	South Concourse East and Existing Facility Demo	\$187,429,351
<b>Other Program Costs</b>			<b>\$1,538,411,000</b>
	Soft Costs		\$228,000,000
	Management Reserve	A/E Fees, PM Fees, Owner Inspections, Insurance	\$15,000,000
		Executive Level Contingency	\$243,000,000
		<b>Total Construction Costs</b>	<b>\$1,781,411,000</b>
		<b>Total Program Costs</b>	<b>\$1,781,411,000</b>

Note: Errors may occur because of rounding.  
 This schedule has been prepared in good faith but shall not be binding upon the City or the Airport.



Exhibit H4 – (Ref. Section 10.6.4)  
Terminal Redevelopment Program  
Construction Schedule

Description	Start	Finish	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Preconstruction Services	12/4/2013	12/31/2015										
South Parking Area	6/9/2014	9/2/2014		▲								
QTA/Rental Car Service Facilities	8/12/2014	10/21/2015			▲							
Central Utility Plant	4/9/2015	5/1/2017					▲					
Terminal/Gateway Building	10/1/2015	4/29/2019										
South Concourse West	1/11/2016	3/7/2019										
Landside Roadway	12/1/2015	4/30/2018										
Parking Garage	12/24/2015	11/14/2018										
Apron Sitework/Fueling/Paving	5/1/2017	4/29/2019										
Demo Existing Terminals and Parking	5/30/2019	1/17/2020										
Apron Sitework/Fueling/Paving	9/1/2019	11/30/2020										
South Concourse East	5/30/2019	1/25/2021										
Demo Conc A/B Ext and Final Apron Paving	1/15/2021	7/5/2022										
Notes:												
1. Completion Dates Shown are Substantial Completion Dates.												

This schedule has been prepared in good faith but shall not be binding upon the City or the Airport.

**Exhibit H5.1 - Funding Plan (Ref. AUA Section 10.06.7)**

(Escalated Dollars in Thousands for Fiscal Years Ending June 30)

Description	Total Cost	Funding Sources						GARBs (Revenue)
		AIP	CFC	Airport Cash	PFC PAYG	GARBs (PFCs)	GARBs (Revenue)	
<b>Concourses</b>								
Airfield	\$157,390	\$68,919	\$0	\$33,127	\$0	\$55,345	\$0	\$0
Terminal	506,817	0	0	81,306	164,079	178,718	82,713	0
Other	0	0	0	0	0	0	0	0
<b>Subtotal Concourses</b>	<b>\$664,207</b>	<b>\$68,919</b>	<b>\$0</b>	<b>\$114,433</b>	<b>\$164,079</b>	<b>\$234,063</b>	<b>\$82,713</b>	
<b>Terminal</b>								
Airfield	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Terminal	721,705	20,000	0	169,008	96,499	298,191	138,006	0
Other	0	0	0	0	0	0	0	0
<b>Subtotal Terminal</b>	<b>\$721,705</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$169,008</b>	<b>\$96,499</b>	<b>\$298,191</b>	<b>\$138,006</b>	
<b>Landside</b>								
Airfield	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Terminal	0	0	0	0	0	0	0	0
Other	395,499	0	138,226	94,297	0	0	162,976	0
<b>Subtotal Landside</b>	<b>\$395,499</b>	<b>\$0</b>	<b>\$138,226</b>	<b>\$94,297</b>	<b>\$0</b>	<b>\$0</b>	<b>\$162,976</b>	
<b>Other CIP</b>								
Airfield	\$230,560	\$144,058	\$0	\$28,308	\$41,447	\$16,747	\$0	\$0
Terminal	52,148	0	0	40,661	0	7,853	3,634	0
Other	84,571	11,147	0	36,076	21,438	0	15,910	0
<b>Subtotal Other CIP</b>	<b>\$367,279</b>	<b>\$155,205</b>	<b>\$0</b>	<b>\$105,045</b>	<b>\$62,884</b>	<b>\$24,600</b>	<b>\$19,544</b>	
<b>Total</b>	<b>\$2,148,690</b>	<b>\$244,124</b>	<b>\$138,226</b>	<b>\$482,783</b>	<b>\$323,462</b>	<b>\$556,855</b>	<b>\$403,240</b>	

Note: Figures may not add due to rounding.

Sources: Salt Lake City Department of Airports; Public Financial Management, Inc.  
 Prepared by: Public Financial Management, Inc., based on project cost estimates and projections available as of April 15, 2014.

**Summary Table - Funding and Financial Forecasts - Exhibit H5.2 (Ref. AUA Section 10.06.7)**  
(Dollars in Thousands, except rates, for Fiscal Years Ending June 30)

	Actual 2012	Actual 2013	Forecast 2014	Budget			Projected						
				2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Participating Airline Terminal Rental Rate (Conditioned)	\$72.61	\$71.35	\$70.70	\$74.05	\$79.74	\$83.65	\$86.32	\$88.92	\$89.56	\$91.82	\$107.69	\$108.22	\$108.54
Participating Airline Landing Fee Rate (per 1,000-lbs)	\$1.84	\$1.91	\$1.93	\$1.97	\$2.10	\$2.17	\$2.20	\$2.21	\$2.21	\$2.23	\$2.24	\$2.29	\$2.37
Participating Airline Cost per Enplanement	\$3.86	\$3.84	\$3.78	\$3.83	\$4.06	\$4.21	\$4.27	\$4.30	\$4.78	\$4.83	\$5.73	\$6.04	\$6.27
<b>Participating Airline Cost per Enplanement (FY 2013\$)</b>	<b>\$3.86</b>	<b>\$3.84</b>	<b>\$3.67</b>	<b>\$3.61</b>	<b>\$3.72</b>	<b>\$3.74</b>	<b>\$3.68</b>	<b>\$3.60</b>	<b>\$3.69</b>	<b>\$3.81</b>	<b>\$4.39</b>	<b>\$4.49</b>	<b>\$4.53</b>
Total Participating Airline Revenues (000's)	\$38,646	\$38,422	\$38,371	\$40,414	\$43,758	\$46,292	\$47,849	\$49,209	\$55,793	\$57,225	\$68,920	\$73,707	\$77,621
Debt Service Coverage - Rate Covenant (1.25x Requirement)	N/A	N/A	N/A	N/A	N/A	N/A	72.30	58.03	4.77	3.80	2.64	2.57	2.88
Debt Service Coverage - Rating Agency	N/A	N/A	N/A	N/A	N/A	N/A	22.23	17.97	2.18	1.87	1.62	1.61	1.65
Surplus Fund Ending Balance	\$222,584	\$243,668	\$238,608	\$213,837	\$103,150	\$58,649	\$61,161	\$63,771	\$70,779	\$73,772	\$94,413	\$115,736	\$141,745
Days Cash-On-Hand	1,029	1,086	1,075	941	482	300	300	300	300	300	338	385	440
Assumed Annual AIP Discretionary Funding	N/A	N/A	\$30,812	\$37,588	\$27,132	\$4,269	\$27,410	\$18,805	\$24,641	\$16,849	\$0	\$8,739	\$2,826
Direct Terminal O&M Expense per Rentable Sq. Ft. (FY 2012\$)	\$37.67	\$34.80	\$33.48	\$34.00	\$34.06	\$34.37	\$34.68	\$34.99	\$33.41	\$33.71	\$32.89	\$33.20	\$33.50
Food & Beverage Revenue per Enplanement (FY 2012\$)	\$0.63	\$0.76	\$0.81	\$0.77	\$0.76	\$0.75	\$0.74	\$0.73	\$0.97	\$0.95	\$0.97	\$0.96	\$0.95
News & Gifts Revenue per Enplanement (FY 2012\$)	\$0.36	\$0.46	\$0.45	\$0.43	\$0.42	\$0.41	\$0.41	\$0.40	\$0.53	\$0.52	\$0.54	\$0.53	\$0.52
Parking Revenue per O&D Enplanement (FY 2012\$)	\$4.72	\$5.03	\$4.71	\$4.51	\$4.44	\$4.38	\$4.31	\$4.25	\$5.87	\$5.76	\$5.65	\$5.54	\$5.44
Rental Car Revenue per O&D Enplanement (FY 2012\$)	\$3.00	\$3.07	\$3.01	\$2.84	\$2.78	\$2.73	\$2.67	\$2.62	\$3.28	\$3.21	\$3.15	\$3.09	\$3.03
Ratio of Leased to Rentable Space	66.5%	66.3%	65.7%	66.9%	66.4%	66.4%	66.4%	66.4%	61.3%	61.3%	57.7%	61.2%	63.5%
<b>Total Cost of TRP</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>	<b>\$1,781,411</b>
Total Cost of Base CIP (including delcng)	367,279	367,279	367,279	367,279	367,279	367,279	367,279	367,279	367,279	367,279	367,279	367,279	367,279
Total Cost	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690
<b>Total Cost by Funding Source</b>													
AIP / TSA	\$244,124	\$299,960	\$299,960	\$299,960	\$299,960	\$299,960	\$299,960	\$299,960	\$299,960	\$299,960	\$299,960	\$299,960	\$299,960
OFC	138,226	138,226	138,226	138,226	138,226	138,226	138,226	138,226	138,226	138,226	138,226	138,226	138,226
Airport Cash	482,783	482,783	482,783	482,783	482,783	482,783	482,783	482,783	482,783	482,783	482,783	482,783	482,783
PFC PAYG	323,462	323,462	323,462	323,462	323,462	323,462	323,462	323,462	323,462	323,462	323,462	323,462	323,462
GARBS	960,094	960,094	960,094	960,094	960,094	960,094	960,094	960,094	960,094	960,094	960,094	960,094	960,094
Total Cost	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690	\$2,148,690
<b>Estimated GARBS funded with PFCs</b>										<b>\$556,855</b>	<b>\$556,855</b>	<b>\$556,855</b>	<b>\$556,855</b>
Percent of GARBS funded with PFC										58%	58%	58%	58%
Percent of Terminal Cost Center GARBS funded with PFC										71%	71%	71%	69%

Note: Figures may not add because of rounding.

Sources: Salt Lake City Department of Airports  
Public Financial Management, Inc.

Prepared by: Public Financial Management, Inc., based on project cost estimates and projections available as of April 15, 2014.

Exhibit H5.2  
Salt Lake City International Airport  
Terminal Redevelopment Program  
Key Assumptions for Financial Modeling  
July 1, 2014

The financial forecasts presented in certain exhibits attached hereto were prepared by Public Financial Management, Inc. based on various assumptions and other information provided by the SLCDA and other members of the program team as of April 2014. Such assumptions and information will change as the project is undertaken and such changes will impact the specific outcomes shown in the attached financial forecasts. The key assumptions, information and modeling approaches reflected in PFM's calculations include, but are not limited to, the following:

- Total estimated costs of "The Project" of approximately \$1.8 billion based on schematic design and working budget estimates as of April 2014
- Additional project costs associated with the Airport's ongoing deicing program and the routine maintenance and improvement of airfield, terminal, and landside facilities. Such additional costs total approximately \$367.3 million for the period from FY 2014 through FY 2024
- AIP funding at 75 percent of portion of the costs of certain apron design and construction components of the "The Project" which are assumed to be AIP-eligible
- TSA grants totaling \$20.0 million were assumed to be made available to fund a portion of eligible project costs of Terminal baggage handling systems
- Customer Facility Charge (CFC) collections sufficient to pay the costs of projects related to rental car facilities, which are assumed to be CFC-eligible
- Passenger Facility Charge (PFC) collection level of \$4.50, with 84 percent of enplaning passengers assumed to subject to the collection of PFCs
- After maintaining a minimum PFC balance of \$5.0 million in each year, available PFCs are used to pay PFC-eligible program costs on a pay-as-you-go basis and to pay PFC-eligible General Airport Revenue Bond (GARB) debt service. Airfield debt service is assumed to be 100% PFC-eligible and terminal/concourse debt service is assumed to 85% PFC eligible
- Minimum Airport cash ending balance (combined balances of O&M Reserve Fund, Renewal and Replacement Fund, and Surplus Fund) of 300 days cash-on-hand relative to projected Operating Expenses
- Airport cash exceeding 300 days cash-on-hand on an annual basis is assumed to be available to fund project costs
- General Airport Revenue Bonds ("GARBs") are assumed to be issued in 2017, 2019, and 2021 to fund remaining project costs after the application of available funding sources. A 30-year maturity structure was assumed for each bond issue with interest capitalized until the DBO of each bond-funded facility
- An average interest rate of 5.5% was assumed for the 2017 GARB issuance and average interest rates of 6.0 percent were assumed for the 2019 and 2021 GARB issuance. A debt service reserve fund and costs of issuance were assumed to be funded from the proceeds of each bond issue.
- Level debt service was assumed for each issuance with principal amortization beginning in the first full year after the DBO of each bond-funded facility

## Exhibit H6.1 – H10

### Phase IV Gate Expansion

- H-6.1 Phase IV Project Narrative
- H-6.2 Phase IV Overall Site Plan
- H-6.3 Phase IV Overall Concourse Plans
- H-6.4 Phase IV Gross Area Floor Plans
- H-6.5 Phase IV Building Area Breakdown by Level
- H-6.6 Phase IV Overall Building Area Table
- H-7 Estimated Phase IV Gate Expansion Project Costs
- H-8 Schedule of Guaranteed Maximum Price (CGMPs)
- H-9 Phase IV Construction Schedule
- H-10 Phase IV Gate Allocation

## Exhibit H6.1 Phase IV Project Narrative

1. The Airport Redevelopment Program Phase 4 North Concourse East Extension (NCEE) will consist of approximately 317,000 square feet on three levels.
  - a. Level 1 will contain mostly non-public areas that accommodate airline operations offices and support areas. This level will extend an outbound baggage room included in a previous package, and it will include new transfer baggage facilities. Storage, loading docks, and mechanical-electrical-plumbing (MEP) rooms will also occur at this level. At the east end of Level 1, an apron level holdroom will provide four gates for a bus-operated hardstand with four bus positions.
  - b. Level 2 will be the main passenger circulation level to serve enplaning and deplaning passengers, and it will include passenger amenities including moving sidewalks and major food and retail concessions. A total of 16 gates are provided at this level.
  - c. Level 3 will provide a common-use lounge with an outdoor deck. Other building systems rooms occur at this level including mechanical, electrical, and telecommunications rooms.
2. Apron Sitework and Paving – This element includes all airfield site demolition, utility relocation and apron paving required to enable the NCEE building. Included in this project elements will be specialty utilities such as hydrant fueling and standard utilities including power, water, and sewer.
3. Information Technology – Information technology (IT) components are an integral element of the NCEE building incorporated throughout the facilities and project site. Elements in this scope of work include IT infrastructure such as fiberoptic cabling, data cabling, conduits, routers, power, and associated network components needed to operate a wide range of systems. IT systems in the NCEE include building systems such as fire alarm systems (FAS) security and access control systems, building public address system (PA). Other IT systems include airline systems such as Flight Information Displays (FIDS), Gate Information Displays (GIDS), Ramp Information Displays (RIDS) and Aircraft Automated Docking Systems.



Exhibit H6.2  
Phase IV Overall Site Plan

Overall Site Plan



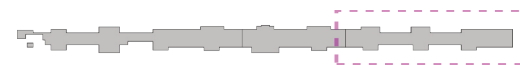
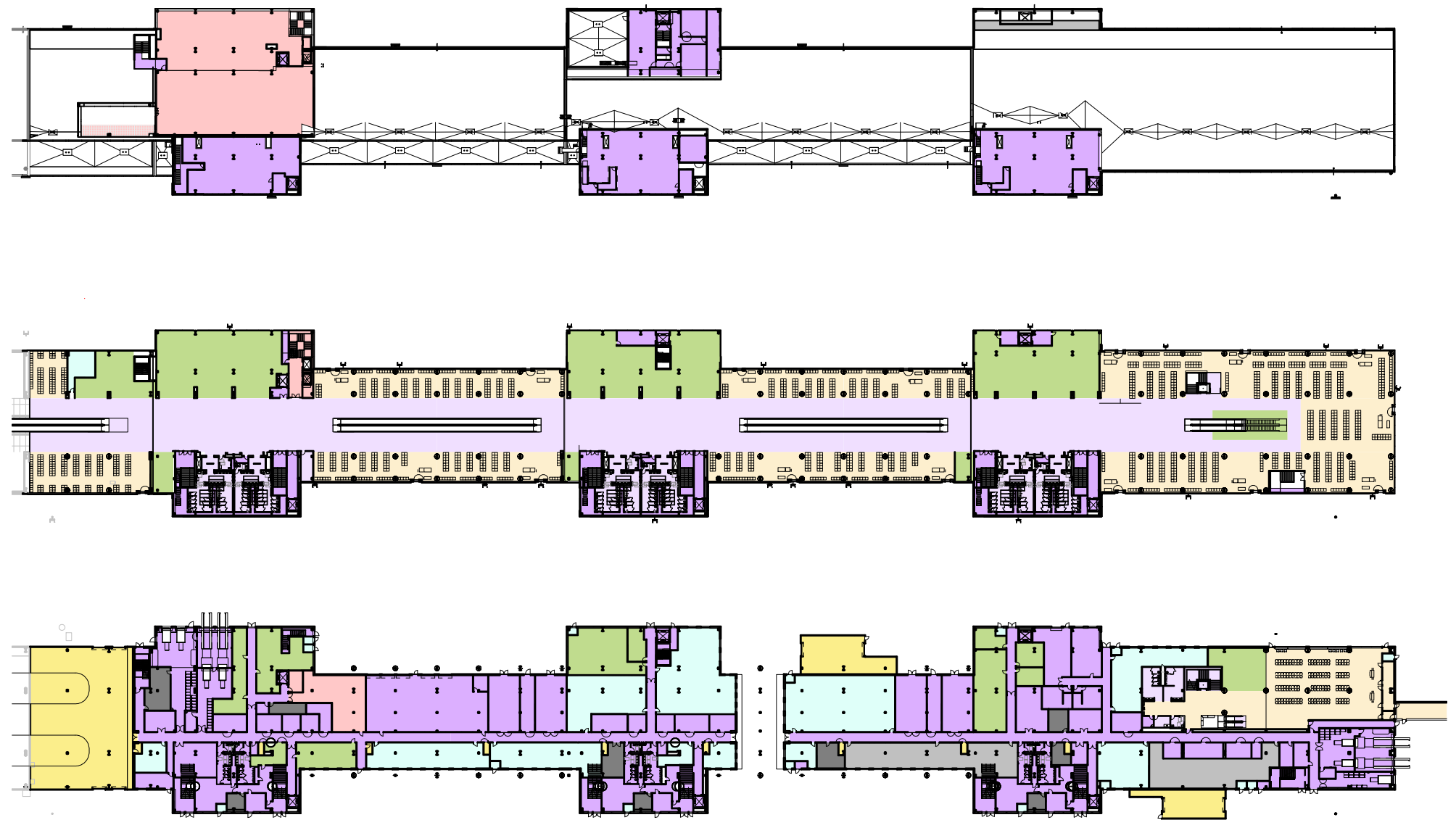
Figure 32. Overall Site Plan

### Exhibit H6.3 Phase IV Overall Concourse Plans

## North Concourse Plans

### Overall Concourse Plans

Figure 34 shows level 1, 2, and 3 of the North Concourse East Extension.





### Exhibit H6.4 Phase IV Gross Area Floor Plans



Table 13. Gross Floor Area

North Concourse East Extension	
Level 1 Ramp * **	138,994
Level 2	140,083
Level 3 ***	37,993
<b>Total</b>	<b>317,070</b>
*Excludes - Covered/ Unenclosed Vehicle Service Road: 3,166 sf	
**Includes - Hardstand Bus Operations Enclosure: 4,762 sf	
***Includes - Covered/Unenclosed Lounge Deck: 1600	

Figure 31. Overall Plans

### Exhibit H6.4

# Building Area Breakdown

## North Concourse East Extension

### Exhibit H6.5 Phase IV Building Area Breakdown by Level

Table 1. Area Summary NCEE - Level 1

Function	Area
401 Departures Lounges	12,929
404 Baggage Processing	14,312
406 Concessions, Concessions Storage, Concessions Offices	11,192
408 Airline Support Spaces	21,105
411 Circulation and Other Public Functions	1,982
412 Terminal Support Functions	55,109
415 Common Use Lounge	2,201
Non-Program Area *6,000 sf is "UNASSIGNED - DEDICATED"	9,013
<b>Totals</b>	<b>127,842</b>

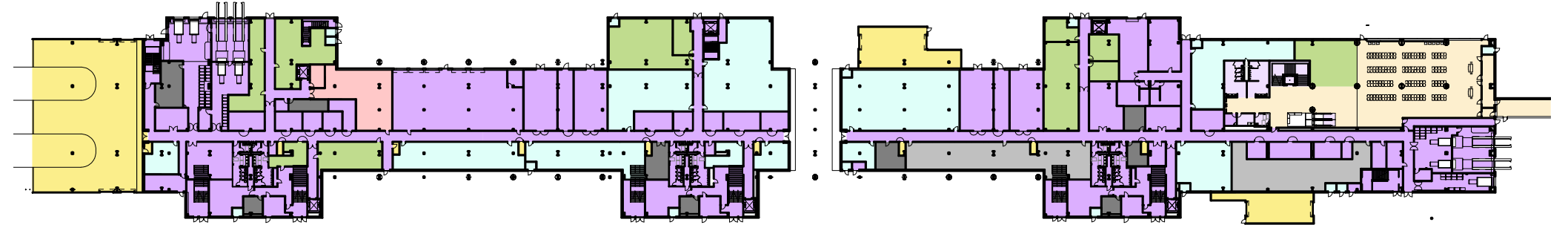


Table 2. Area Summary NCEE - Level 2

Function	Area
401 Departure Lounges	46,402
406 Concessions	22,011
408 Airline Support Space	584
411 Circulation and Other Public Functions	55,582
412 Terminal Support Functions	8,533
415 Common Use Lounge	1,050
<b>Totals</b>	<b>134,163</b>

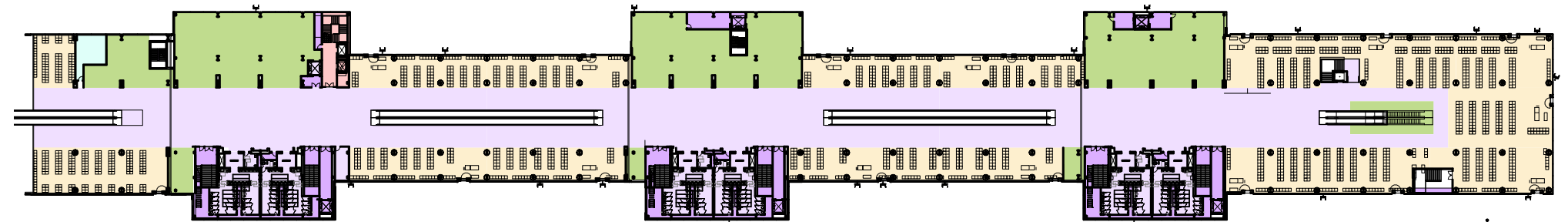


Table 3. Area Summary NCEE - Level 3

Function	Area
411 Circulation and Other Public Functions	0
412 Terminal Support Functions	21,968
415 Common Use Lounge	15,500
<b>Totals</b>	<b>37,468</b>

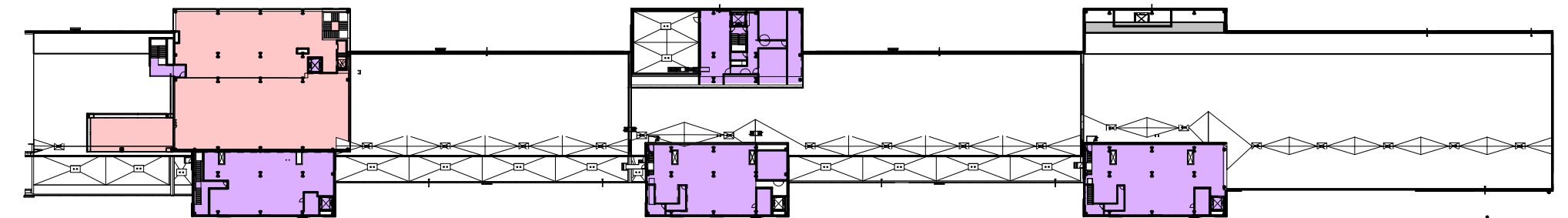


Exhibit H6.6  
Phase IV Overall Building Area Table

Table 28. Overall Building Areas

Functional Area	NCEE
<b>401 Departures Lounges</b>	
401a - Departures Lounges - Level 2	46,402
401b - Departures Lounges - Level 1	8,957
401c - Departures Lounge - Bus Ops Enclosure	3,972
<b>404 Baggage Processing</b>	
404a - Outbound Baggage Makeup	10,408
404b - Transfer Inputs	3,497
404c - BHS Ladder Access	407
<b>406 Concessions</b>	
406a - Concessions	23,525
406b - Concessions Support Storage	8,607
406c - Concessions Offices	1,071
<b>408 Airline Support Space</b>	
408a - Airline Operations - Delta - Level 1	12,216
408b - Airline Operations - Delta - Level 2	584
408c - Airline Operations - SLC	3,929
408d - Airline Operations - OAL	4,960
<b>411 Circulation and Other Public Functions</b>	
411a - Public Circulation	57,315
411b - Pet Relief	249
<b>412 Terminal Support Functions</b>	
412a - Non Public Circulation	30,368
412c - Terminal Support - Jan, FM	7,962
412d - Loading Docks	7,634
412e - Mech / Elec / Comm / Plumb	39,647
<b>415 Common Use Lounge</b>	
415a - Common Use Lounge	13,914
415b - Common Use Lounge Ext Deck	
415b - Common Use Lounge Storage	2,000
415c - Common Use Lounge Office	201
<b>499 Unassigned</b>	
499a - Unassigned	3,012
499b - Unassigned - Dedicated	6,001
<b>Totals</b>	<b>296,838</b>

Exhibit H7  
Estimated Phase IV Gate Expansion Project Costs

<b>Construction Costs</b>		
<b>CGMP</b>	<b>Scope Summary</b>	<b>Estimated Value</b>
CGMP 02G Phase 4 Precon GCs	Preconstruction Services	\$ 1,414,757
CGMP 02Gr1 Phase 4 GCs	General Conditions/Construction Requirements	\$ 45,930,588
CGMP 22 Phase 4 16-Gate Concourse	North Concourse East - Phase 4	\$ 498,523,113
CGMP 24 Phase 4 Airfield & Jet Fueling	Airside Civil	\$ 67,548,858
	<b>Total Construction Costs</b>	<b>\$ 613,417,316</b>
<b>Other Program Costs</b>		
Soft Cost - Phase 4	A/E Fees, PM Fees, Owner Inspections, Insurance	\$ 67,295,767
	<b>Total Other Costs</b>	<b>\$ 67,295,767</b>
	<b>Total Program Costs</b>	<b>\$ 680,713,083</b>
Note:		
1. Errors may occur because of rounding.		

Exhibit H8  
Schedule of Guaranteed Maximum Price (CGMPs)

<b>Construction Costs</b>		
<b>CGMP</b>	<b>Scope Summary</b>	<b>Estimated Value</b>
CGMP 02G Phase 4 Precon GCs	Preconstruction Services	\$ 1,414,757
CGMP 02Gr1 Phase 4 GCs	General Conditions/Construction Requirements	\$ 45,930,588
CGMP 22 Phase 4 16-Gate Concourse	North Concourse East - Phase 4	\$ 498,523,113
CGMP 24 Phase 4 Airfield & Jet Fueling	Airside Civil	\$ 67,548,858
	<b>Total Construction Costs</b>	<b>\$ 613,417,316</b>
Note:		
1. Errors may occur because of rounding.		

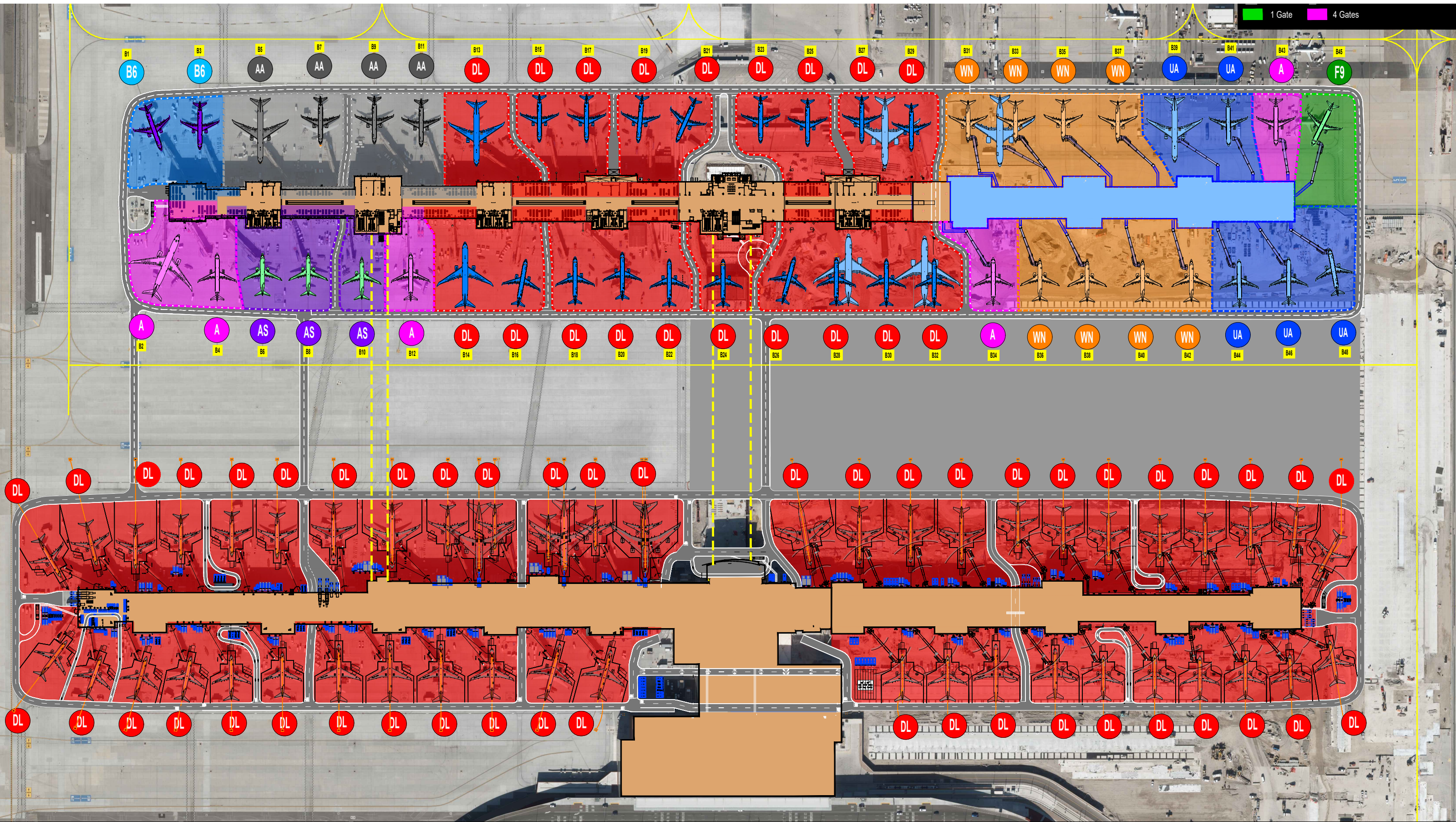
## Exhibit H9 Phase IV Construction Schedule

Description	Start	Finish	2021	2022	2023	2024	2025	2026	2027
CGMP 2G Preconstruction Services	7/1/2021	9/29/2023						▼	▼
CGMP 22 16-Gate Expansion	6/1/2023	1/28/2027							
							Open 5 Gates (Jan)	Open Remaining Gates (Jan)	
							Phase 4 Apron Complete	▼	
CGMP 24 Airfield Paving/Fueling	6/5/2023	5/29/2026							
Notes:									
1, Completion Dates shown are Substantial Completion Dates.									
2. This schedule been prepared in good faith but shall not be binding upon the City or the Airport.									



# Exhibit H10 Phase IV Gate Allocation

1 Gate (Green) 4 Gates (Pink)





**Exhibit I**

**Payment Process**



**EXHIBIT I**

**Article 9.08 Payment Process**

For Terminal Rent, Landing Fees, and Other Airport Fees and Charges:

Zion's Bank  
Salt Lake City Corp.  
Salt Lake City Department of Airports  
Airport Revenues, Attn Director of Finance  
PO Box 145550  
Salt Lake City, UT 84114-5550  
Revenue Acct No. 013600002

For Passenger Facility Charges:

Zion's Bank  
Salt Lake City Corp.  
Salt Lake City Department of Airports  
PFC Account, Attn Director of Finance  
PO Box 145550  
Salt Lake City, UT 84114-5550  
PFC Acct No. 013104013

Or, if there is good cause for not making a wire transfer, by check made payable to City and delivered to:

Accounts Receivable  
Finance Department  
PO Box 145550  
Salt Lake City, UT 84114-5550

**Exhibit I**  
**Payment Process Amended**

## EXHIBIT I

### Article 9.08 Payment Process

For Terminal Rent, Landing Fees, and Other Airport Fees and Charges:

Wells Fargo Bank  
Salt Lake City Corp.  
Salt Lake City Department of Airports  
Airport Revenues, Attn Director of Finance  
PO Box 145550  
Salt Lake City, UT 84114-5550  
Revenue Acct No. 4612072629

For Passenger Facility Charges:

Wells Fargo Bank  
Salt Lake City Corp.  
Salt Lake City Department of Airports  
PFC Account, Attn Director of Finance  
PO Box 145550  
Salt Lake City, UT 84114-5550  
PFC Acct No. 4613062389

Or, if there is good cause for not making a wire transfer, by check made payable to City and delivered to:

Accounts Receivable  
Finance Department  
PO Box 145550  
Salt Lake City, UT 84114-5550