

EXHIBIT F

Member Agreement

**TOM BRADLEY INTERNATIONAL TERMINAL
EQUIPMENT COMPANY, INC.**

MEMBER AGREEMENT

AMENDED AND RESTATED

from April 1, 2017

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**TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY, INC.
MEMBER AGREEMENT**

AMENDED AND RESTATED from April 1st, 2017

THIS MEMBER AGREEMENT ("Member Agreement") is second amended and restated as of the 1st day of April, 2017 by and among the Members of the Tom Bradley International Terminal Equipment Company, Inc., a California mutual benefit non-profit corporation (the "Company").

WHEREAS, the Members have formed the Company to operate and maintain equipment systems for handling of passengers and flights ("Aeronautical Equipment") and to provide certain services ("Services") at the Tom Bradley International Terminal ("TBIT"), Terminal Two ("T2"), Terminal Three ("T3"), Terminal Five ("T5") and elsewhere at the Airport, providing reasonable and non-preferential access to all Air Carriers, as more fully described in Articles 3 and 10 hereof; and

WHEREAS, the Company desires to acquire certain other property and systems in addition to the Aeronautical Equipment ("Company Property") for use in its operations and operations at TBIT, T2, T3, T5 and elsewhere at the Airport; and

WHEREAS, the Company and the City are parties to the Lease and License Agreement pursuant to which the City grants to the Company and the Company undertakes the right and responsibility to use, operate and maintain the Aeronautical Equipment and provide the Services; and

WHEREAS, the Company and the City may establish standards, practices and fees relating to the use, operation and maintenance of the Aeronautical Equipment and the provision of the Services; and

WHEREAS, the Company and the Consortium Manager will be parties to the Consortium Manager Agreement, pursuant to which the Company will engage the Consortium Manager to manage the Maintenance Operator and other vendors of the Company, and for any other duties as specified in the Consortium Manager Agreement; and

WHEREAS, the Company and the Maintenance Operators will be parties to the Maintenance Operator Agreements, pursuant to which the Company will engage the Maintenance Operators to maintain and operate the Aeronautical Equipment and Company Property and to provide maintenance, operation and management services at TBIT, T2, T3, T5 and elsewhere at the Airport; and

WHEREAS, the Company and the Service Providers will be parties to the Service Provider Agreements, pursuant to which the Company will engage the Service Providers to provide the Services at TBIT, T2, T3, T5 and elsewhere at the Airport; and

WHEREAS, the Members desire to execute this Member Agreement among themselves to provide for the rights and duties of the Members as among themselves relating to: (i) the Company; (ii) the use, operation and maintenance of the Aeronautical Equipment, the Company Property and the Services; (iii) the allocation of costs and revenues thereof; and (iv) other matters related to the foregoing.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein contained, the Members and the Company agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions.

All capitalized terms used but not otherwise defined in this Member Agreement shall have the respective meanings set forth below:

“Acceptance Date” means the date on which an Air Carrier becomes an Additional Member pursuant to Article 5 herein.

“Additional Member” means an Air Carrier that becomes a party to this Member Agreement after the initial effective date of this Agreement.

“Aeronautical Equipment” means, collectively, the Existing Aeronautical Equipment, together with (i) the Replacement Aeronautical Equipment; and (ii) any New Aeronautical Equipment.

“Affiliate” means any air transportation company that (i) is a parent or subsidiary of a Member, or (ii) operates at the Airport under a trade name of a Member and uses Member’s two-letter designator code for its flights serving the Airport, or (iii) operates at the Airport using a trade name of a parent or subsidiary of a Member and uses the two-letter designator code of such parent or subsidiary for its flights serving the Airport. Prior to the execution of this Agreement, the Member shall provide the Company with a list of its current Affiliates. The Member may update such list from time to time to add additional persons that fall within the definition of Affiliate hereunder provided that the Member provides prior written notice to the Company, including a brief explanation as to how such additional person satisfies the definition of “Affiliate”. The Member shall provide the Company with written notice if at any time a Person on the list shall no longer be considered an Affiliate of the Member for purposes of this Agreement. The activity of an Affiliate shall be treated as the activity of the Affiliate’s Member, for all purposes under the terms of this Agreement.

“Air Carrier” means any “air carrier” or “foreign air carrier” as such terms are defined in 49 U.S.C. §1301, as amended, or any successor provision thereto, and which is operating at the Airport.

“Airport” means Los Angeles International Airport, located in the City of Los Angeles, State of California, United States of America.

“Associated Airline” means any Air Carrier designated as such by the Member Committee, as set forth in Section 7.6 of this Member Agreement.

“Auditor” means the accounting firm selected annually by a Company Majority-In-Interest of the Member Committee to audit the financial records of the Company.

“Board of Airport Commissioners” or “Board” means the Board of Airport Commissioners of Los Angeles World Airports, a department of the City of Los Angeles.

“Business day” means any day other than Saturday, Sunday, or legal holidays in Los Angeles, California.

“Capital Account” means, with respect to any Member, the account maintained for such Member in accordance with the provisions of Section 6.4 hereof.

“Capital Contribution” means, with respect to any Member, the aggregate amount of money contributed to the Company pursuant to Section 6.1 hereof with respect to such Member’s Interest.

“Certificate” means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of California.

“Chairperson” means the Chairperson of the Member Committee appointed by the Member Committee in accordance with Section 8.3 of this Member Agreement.

“Chief Executive Officer” means the Chief Executive Officer of LAWA.

“City” means the City of Los Angeles, a municipal corporation, acting by and through the Board of Airport Commissioners of Los Angeles World Airports, a department of the City of Los Angeles, or any governmental agency succeeding such entity in its role as operator of the Airport.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Member Agreement. A reference to a specific section (§) of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Member Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Member Agreement containing such reference.

“Company” means Tom Bradley International Terminal Equipment Company, Inc., a California mutual benefit non-profit corporation.

“Company Cost Center” means the division of cost and expenses of the Company for those Direct Costs not directly attributable to TBIT, T2, or T3, T5 and for all Indirect Costs.

“Company Majority-In-Interest” means, with respect to a vote for or against any matter arising under or related to this Member Agreement as described on Schedule C, the votes of those Member Representatives of Members entitled to vote and not then in default collectively representing more than: (a) fifty percent (50%) in number of the Members; and (b) fifty percent (50%) of the total Usage of the Members for the twelve months prior to the month in which the vote is taken. In the event that an action is to be taken and the vote required is not specified, a Company Majority-In-Interest shall be the vote required. All Company Majority-In-Interest votes under this Member Agreement are subordinate to the obligations of the Company under the Lease and License Agreement.

“Company Property” means equipment, systems, furnishings and fixtures owned by the Company and used by the Company or the Users in their operations at TBIT, T2, T3 and T5 including, for example, common use ticketing equipment, boarding pass readers, the interline baggage carousel, office equipment and furniture, however, excluding the Aeronautical Equipment leased from the City under the terms of the Lease and License Agreement.

“Company Super Majority-In-Interest” means, with respect to a vote for or against any matter arising under or related to this Member Agreement, the votes of those Member Representatives of Members entitled to vote and not then in default that collectively represent more than: (a) seventy-five percent (75%) in number of the Members; and (b) seventy-five percent (75%) of the total Usage of the Members for the twelve months prior to the month in which the vote is taken. All Company Super Majority-In-Interest votes under this Member Agreement are subordinate to the obligations of the Company under the Lease and License Agreement.

“Consortium Manager” means a qualified independent contractor selected by the Company, with the approval of the Chief Executive Officer, to manage the Maintenance Operator and the Company’s

Vendor Agreements, and who is delegated authority to act on behalf of the Company in exercising certain specified rights and obligations of the Company, including those arising under the Lease and License Agreement, this Member Agreement, the Facility Access Agreements, and the Equipment Use Agreements, as more particularly described in the Consortium Manager Agreement.

“Consortium Manager Agreement” means the professional services agreement as in effect from time to time between the Company and the Consortium Manager for the management of the Maintenance Operator and the Company’s vendor agreements, and other duties as described in the agreement.

“Covered Person” means a Member, any Affiliate of a Member, any officers, directors, managers, trustees, members, shareholders, partners, employees, representatives or agents of a Member, or their respective Affiliates, or any employee, management firm or agent of the Company, or any members of the Member Committee or the Executive Committee.

“Direct Costs” means those costs and expenses directly related to the Company Cost Center, the TBIT Cost Center, the T2 Cost Center, the T3 Cost Center or the T5 Cost Center including costs and expenses resulting from but not limited to Operating Agreements, service contracts, LAWA lease payments, LAWA Faithful Performance Guarantee requirements, dedicated Consortium Manager staff, and any other costs and expenses directly attributable to a particular cost center.

“Equipment Access Agreement” means an agreement between a Handler and the Company, giving the Handler access to the Aeronautical Equipment and the Company Property to provide services to a User.

“Equipment Use Agreement” means an agreement between the Company and any Non-Member Air Carrier desirous of using the Aeronautical Equipment and the Company Property.

“Executive Committee” means the subcommittee of the Member Committee, authorized by the Member Committee pursuant to Section 8.5 of this Member Agreement to manage the day-to-day operations of the Company.

“Existing Aeronautical Equipment” means the equipment, systems, furnishings, and fixtures, listed on Exhibit A to the Lease and License Agreement. Pursuant to the terms of the Lease and License Agreement, the Executive Director, on behalf of the City and subject to approval as to form by the City Attorney, and the Company may amend Exhibit A from time to time without the prior approval of the Board.

“Extraordinary Cost” means a non-recurring expenditure or obligation of the Company that: (a) is not a part of the normal and regular ongoing expense of operating the Aeronautical Equipment or Company Property; and (b) the cost of which is recovered in a manner and over a period determined by the Company. Extraordinary Cost shall not include the obligation of non-defaulting Members to provide funds to the Company in the event of a default by a Member.

“Fiscal Year” means (i) the period commencing upon the formation of the Company and ending on December 31, 2011, and (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31.

“Flight” means a Member’s flight to be included in calculating a Member’s Usage, as defined in Schedule C to this Agreement.

“Handler” means any person that: (i) executes an Equipment Access Agreement; and (ii) obtains all necessary approvals and permits from the City to perform flight and passenger handling services for Users at the Airport.

“Indirect Costs” means those costs and expenses that are not directly related to the Company Cost Center, the TBIT Cost Center, the T2 Cost Center, the T3 Cost Center, or the T5 Cost Center including costs and expenses resulting from but not limited to insurance, accounting, annual audit, and Consortium Manager staff serving both TBIT, T2, T3 and T5. Indirect Costs will be allocated to the Company Cost Center. Indirect Costs will be shared between the cost centers and will be allocated in proportion to the Direct Costs of each cost center.

“Initial Member” means an Air Carrier who becomes a Member of the Company on or before the initial effective date of this Agreement pursuant to Section 4.1 hereof.

“Interest” means a Member's interest in the Company in accordance with the provisions of this Member Agreement.

“LAWA” means Los Angeles World Airports, a department of the City of Los Angeles.

“Lease and License Agreement” means that certain Tom Bradley International Terminal Lease and License Agreement by and between the City and the Company, and any other related agreements, as amended from time to time, by which the City grants authority for use, operation and maintenance of the Aeronautical Equipment to the Company.

“Lease and License Fees” means the Rent and any and all other charges, fees, and amounts paid by the Company to the City pursuant to the Lease and License Agreement.

“Maintenance Operators” means qualified independent contractors selected by the Company with the approval of the Chief Executive Officer to operate, maintain and manage the Aeronautical Equipment at TBIT, T2, T3 and T5 and who is delegated authority to act on behalf of the Company in exercising certain specified rights and obligations of the Company, including those arising under the Lease and License Agreement, this Member Agreement, the Facility Access Agreements, and the Equipment Use Agreements, as more particularly described in the Operating Agreement.

“Member” means each of the Initial Members and includes any Air Carrier admitted as an Additional Member pursuant to the provisions of this Member Agreement, in such Air Carrier's capacity as a member of the Company, and "Members" means two (2) or more of such Air Carriers when acting in their capacities as members of the Company.

“Member Agreement” means this Member Agreement, and all amendments or modifications thereto, among the Company and the Members.

“Member Committee” means the committee established to manage the Company pursuant to this Member Agreement.

“Member Representative” means the person appointed by a Member to be that Member's representative on the Member Committee, as that person may be changed from time to time by the Member.

“Monthly Usage” means the Usage of a Member for the previous calendar month or the average monthly Usage of the Member during the preceding twelve (12) months, whichever is greater.

“New Aeronautical Equipment” means any of the equipment, systems, furnishings, or fixtures acquired and installed pursuant to Article 8 of the Lease and License Agreement and listed on Exhibit C attached to the Lease and License Agreement.

“Non-Member User” means an Air Carrier who is not a Member, who wishes to use the Aeronautical Equipment and the Company Property and who has executed an Equipment Use Agreement.

“Operating Reserve Account” means the account established by the Company pursuant to Section 12.6, the costs of which, if financed by the Company or a Company-held line of credit, will be included in Total Operating Cost and paid by the Members as part of the Total Facility Charge.

“Operating Agreement” means the Maintenance, Operation and Management Services Agreement as in effect from time to time between the Company and a Maintenance Operator for the maintenance, operation and management of the Aeronautical Equipment and Company Property, as specified and agreed from time to time.

“Rate Agreement” means the form of agreement approved by the Board on September 17, 2012 that is required to achieve signatory status for the Board approved terminal cost center rates and charges methodology applicable to airlines and other aeronautical users of LAX.

“Replacement Aeronautical Equipment” means the equipment, systems, furnishings, and/or fixtures acquired and installed by City pursuant to the provisions of Article 8 of the Lease and License Agreement and listed on Exhibit D attached to the Lease and License Agreement.

“Service Provider Agreement” means the Service Provider Agreement in effect between the Company and selected contractors and vendors for the provision of the Services, as specified and agreed from time to time.

“Service Provider” means a qualified independent contractor selected by the Company with the approval of the Chief Executive Officer to provide the Services, and who is delegated authority to act on behalf of the Company in exercising certain specified rights and obligations of the Company, including those arising under the Lease and License Agreement, this Member Agreement, the Equipment Access Agreements, and the Equipment Use Agreements, as more particularly described in the applicable Service Provider Agreement.

“Services” means those certain operation and maintenance services that are designated as the responsibility of the Company, as described in Section ___ of the Lease and License Agreement, and as may be modified from time to time upon mutual written agreement between the Company and LAWA.

“Start-Up Costs” means all operational and non-operational costs of organizing the Company and the other business arrangements related to this Member Agreement and the Lease and License Agreement; making the Aeronautical Equipment operational; acquiring or leasing Company Property; arranging for funding of the Operating Reserve Account, and preparing this Member Agreement and all agreements related to the Aeronautical Equipment, the Company Property and the Services, including attorneys' fees and expenses, and costs and expenses of other consultants that were incurred by or on behalf of any Member or the Company or any agent or consultant of either of them prior to the initial effective date of this Agreement and are reimbursable in accordance with Section 14.5 hereof.

“Subsidiary” means a company controlling or controlled by a Member. Control, for purposes of this Agreement, means owning 51% or more of the voting rights of the company in question.

“T2 Cost Center” means the division of cost and expenses of the Company for those Direct Costs attributable to T2.

“T2 Majority-In-Interest” means, with respect to a vote for or against matters arising under or related to this Member Agreement that are directly attributable to T2 as described on Schedule C, the votes of those Member Representatives of Members located and primarily operating at T2 that are entitled to vote and are not then in default collectively representing more than: (a) fifty percent (50%) in number of such Members; and (b) fifty percent (50%) of the total Usage of such Members, for the twelve months prior to the month in which the vote is taken. In the event that an action is to be taken that is directly attributable to T2 and the vote required is not specified, a T2 Majority-In-Interest shall be the vote required. All T2 Majority-In-Interest votes under this Member Agreement are subordinate to the obligations of the Company under the Lease and License Agreement.

“T2 Super Majority-In-Interest” means, with respect to a vote for or against matters arising under or related to this Member Agreement that are directly attributable to T2 as described in Schedule C, the votes of those Member Representatives of Members operating at T2 that are entitled to vote and not then in default that collectively represent more than: (a) seventy-five percent (75%) in number of such Members; and (b) seventy-five percent (75%) of the total Usage of such Members for the twelve months prior to the month in which the vote is taken. All T2 Super Majority-In-Interest votes under this Member Agreement are subordinate to the obligations of the Company under the Lease and License Agreement.

“T3 Cost Center” means the division of cost and expenses of the Company for those Direct Costs attributable to T3.

“T3 Majority-In-Interest” means, with respect to a vote for or against matters arising under or related to this Member Agreement that are directly attributable to T3 as described on Schedule C, the votes of those Member Representatives of Members located and primarily operating at T3 that are entitled to vote and are not then in default collectively representing more than: (a) fifty percent (50%) in number of such Members; and (b) fifty percent (50%) of the total Usage of such Members, for the twelve months prior to the month in which the vote is taken. In the event that an action is to be taken that is directly attributable to T3 and the vote required is not specified, a T3 Majority-In-Interest shall be the vote required. All T3 Majority-In-Interest votes under this Member Agreement are subordinate to the obligations of the Company under the Lease and License Agreement.

“T3 Super Majority-In-Interest” means, with respect to a vote for or against matters arising under or related to this Member Agreement that are directly attributable to T3 as described in Schedule C, the votes of those Member Representatives of Members operating at T3 that are entitled to vote and not then in default that collectively represent more than: (a) seventy-five percent (75%) in number of such Members; and (b) seventy-five percent (75%) of the total Usage of such Members for the twelve months prior to the month in which the vote is taken. All T3 Super Majority-In-Interest votes under this Member Agreement are subordinate to the obligations of the Company under the Lease and License Agreement.

“T5 Cost Center” means the division of cost and expenses of the Company for those Direct Costs attributable to T5.

“T5 Majority-In-Interest” means, with respect to a vote for or against matters arising under or related to this Member Agreement that are directly attributable to T5 as described on Schedule C, the votes of those Member Representatives of Members located and primarily operating at T5 that are entitled to vote and are not then in default collectively representing more than: (a) fifty percent (50%) in number of such Members; and (b) fifty percent (50%) of the total Usage of such Members, for the twelve months prior to the month in which the vote is taken. In the event that an action is to be taken that is directly attributable

to T5 and the vote required is not specified, a T5 Majority-In-Interest shall be the vote required. All T5 Majority-In-Interest votes under this Member Agreement are subordinate to the obligations of the Company under the Lease and License Agreement.

“T5 Super Majority-In-Interest” means, with respect to a vote for or against matters arising under or related to this Member Agreement that are directly attributable to T5 as described in Schedule C, the votes of those Member Representatives of Members operating at T5 that are entitled to vote and not then in default that collectively represent more than: (a) seventy-five percent (75%) in number of such Members; and (b) seventy-five percent (75%) of the total Usage of such Members for the twelve months prior to the month in which the vote is taken. All T5 Super Majority-In-Interest votes under this Member Agreement are subordinate to the obligations of the Company under the Lease and License Agreement

“TBIT Cost Center” means the division of cost and expenses of the Company for those Direct Costs attributable to TBIT.

“TBIT Majority-In-Interest” means, with respect to a vote for or against matters arising under or related to this Member Agreement that are directly attributable to TBIT as described on Schedule C, the votes of those Member Representatives of Members operating at TBIT that are entitled to vote and are not then in default collectively representing more than: (a) fifty percent (50%) in number of such Members; and (b) fifty percent (50%) of the total Usage of such Members, for the twelve months prior to the month in which the vote is taken. In the event that an action is to be taken that is directly attributable to TBIT and the vote required is not specified, a TBIT Majority-In-Interest shall be the vote required. All TBIT Majority-In-Interest votes under this Member Agreement are subordinate to the obligations of the Company under the Lease and License Agreement.

“TBIT Super Majority-In-Interest” means, with respect to a vote for or against matters arising under or related to this Member Agreement that are directly attributable to TBIT as described in Schedule C, the votes of those Member Representatives of Members operating at TBIT that are entitled to vote and not then in default that collectively represent more than: (a) seventy-five percent (75%) in number of such Members; and (b) seventy-five percent (75%) of the total Usage of such Members for the twelve months prior to the month in which the vote is taken. All TBIT Super Majority-In-Interest votes under this Member Agreement are subordinate to the obligations of the Company under the Lease and License Agreement.

“Terminal Five” or “T5” means Terminal Five at the Airport, as the same may be modified and expanded from time to time.

“Terminal Three” or “T3” means Terminal Three at the Airport, as the same may be modified and expanded from time to time.

“Terminal Two” or “T2” means Terminal Two at the Airport, as the same may be modified and expanded from time to time.

“Tom Bradley International Terminal” or “TBIT” means the Tom Bradley International Terminal at the Airport, as the same may be modified and expanded from time to time.

“Total Facility Charge” has the meaning ascribed to that term in Section 12.1 herein.

“Total Operating Cost” means the sum of the Consortium Manager’s total operating costs, the Maintenance Operator’s total operating costs, the total costs of providing the Services and the total operating costs of all other vendors of the Company, or as otherwise determined by the Company.

“Usage” means the Usage of any Member as determined in accordance with Schedule C to this Member Agreement, as Schedule C may be amended from time to time by a TBITEC Super Majority-In-Interest.

“User” means any Member or Non-Member User that uses the Aeronautical Equipment, the Company Property and the Services in connection with air transportation.

“Vice Chairperson” means the Vice Chairperson of the Member Committee appointed by the Member Committee in accordance with Section 8.3 of this Member Agreement.

“Withdrawal Commitment” has the meaning ascribed to that term in Section 16.2 herein.

“Withdrawal Date” means the date when a Company Majority-In-Interest approves of the withdrawal of a Member from this Member Agreement, if such approval is necessary; and, if not, then the date specified when the Withdrawing Airline gives written notice to the Company of its withdrawal (which date shall be the last day of a calendar month and may not be earlier than the date of such notice), subject to the satisfaction of all the conditions to withdrawal specified in Article 17 hereof.

“Withdrawal Deposits” has the meaning ascribed to that term in Section 16.2 herein.

“Withdrawing Airline” means any Member that has withdrawn from this Member Agreement pursuant to Article 17 herein.

1.2 Article and Section Headings. Gender and References. Defined Terms.

The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. Unless otherwise indicated, all references herein to "Article", "Section" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby", "herein", "hereof", "hereto", "herewith", "hereunder" and other words of similar import refer to this Member Agreement as a whole and not to any particular article, section, subdivision or clause hereof. The terms defined herein shall include the plural as well as the singular and the singular as well as the plural. Except as otherwise indicated, all the agreements or instruments herein defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof. References to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to. References herein to "day" or "days" shall mean calendar day or days, and if any event is scheduled or required to occur on a day which is not a business day in Los Angeles, California, then the event shall be scheduled or required to occur on the next following business day in Los Angeles, California. The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import. References to a person include any individual, corporation, association, partnership, joint venture, trust, estate, limited liability company, or other legal entity or organization, and such person's successors and permitted assigns.

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ARTICLE 2. FORMATION AND TERM

2.1 Formation.

(a) The Members hereby form the Company as a mutual benefit non-profit corporation under and pursuant to the laws of the State of California and agree that the rights, duties and liabilities of the Members shall be as provided herein.

(b) Upon the execution of this Member Agreement or a counterpart of this Member Agreement and the fulfillment of the requirements of Section 4.1, the Initial Members shall be deemed admitted as Members of the Company.

(c) The name and mailing address of each Member and the amount contributed to the capital of the Company shall be listed on Schedule A attached hereto. The Members shall be required to update Schedule A from time to time as necessary to accurately reflect the information therein. Any amendment or revision to Schedule A made in accordance with this Member Agreement shall not be deemed an amendment to this Member Agreement. Any reference in this Member Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

2.2 Name.

The name of the Company formed hereby is the Tom Bradley International Terminal Equipment Company, Inc. The business of the Company may be conducted, upon compliance with all applicable laws, under any other name designated by the Members.

2.3 Registered Agent and Office.

The Company's registered agent and office in California shall be TBITEC Chairperson, 380 World Way, Box S-18, Los Angeles, CA, 90045. At any time, the Members may designate another registered agent and/or registered office.

2.4 Principal Place of Business.

The principal place of business of the Company shall be at Los Angeles International Airport, Los Angeles, CA. at the following address: Tom Bradley International Terminal, Los Angeles International Airport (Mailing address: 380 World Way, Box S-18, Los Angeles International Airport, Los Angeles, CA 90045). At any time, the Members may change the location of the Company's principal place of business.

2.5 Qualification in Other Jurisdictions.

The Members shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes, foreign entity statutes, or similar laws in any jurisdiction in which the Company transacts business as required by such laws. The Chairperson or Vice Chairperson of the Member Committee, as an authorized person, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

2.6 Term.

(a) The term of the Company shall commence on the date the Certificate is filed in the office of the Secretary of State of the State of California and the Company shall have perpetual existence, unless the Company is dissolved in accordance with the provisions of this Member Agreement. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate.

(b) This amended and restated Member Agreement shall become legally binding upon the Company and each Member as of April 1, 2017, and shall continue in effect throughout, and may not be terminated (i) during the term of the Lease and License Agreement, including any extension or renewal thereof, (ii) so long as any payment obligations of a Member to the Company or to another Member hereunder are outstanding or (iii) so long as any debts or liabilities of the Company remain unsatisfied (iv) unless otherwise determined by the Termination provisions of a Member's Airline Terminal Space and License Agreement with LAWA.

2.7 Termination of Lease and License Agreement.

If the Lease and License Agreement is terminated, this Member Agreement may be terminated at any time by the Members which constitute a Company Majority-In-Interest, subject, however to the limitations in Section 2.6 above and Section 2.8 below.

2.8 Survival of Certain Provisions.

The payment and indemnity provisions set forth in Section 7.7 and Articles 10,12, 13, 15, 16 and 17 shall survive the termination of this Member Agreement as to any one or as to all Members for events occurring prior to the termination.

2.9 Liquidation.

Upon termination, the Company may be liquidated in accordance with this Member Agreement.

ARTICLE 3. PURPOSES AND POWERS OF THE COMPANY

3.1 Purposes.

(a) The Company is formed for the object and purposes of, and the nature of the business to be conducted and promoted by the Company is (i) to use, operate and maintain certain terminal equipment and systems at the Airport; (ii) to engage in any and all legal activities necessary, related, convenient, desirable or incidental to the foregoing, including acquiring, holding, managing, operating and disposing of interests in real and personal property and contracting for personal services, but only if such activities are permitted to mutual benefit non-profit corporations under and pursuant to the laws of the State of California; and (iii) to provide any services at TBIT, T2, T3, and T5 as approved by the City or the Chief Executive Officer.

(b) In fulfilling its functions, the Company shall not operate to derive a financial profit from providing services to Members or non-Members; provided that nothing herein stated, omitted or implied shall preclude or prohibit the Company from charging Non-Member Users fees that are in excess of the fees and charges payable by Members. To this end, monies received by the Company from its Members for ordinary operations shall be sufficient only to fulfill the Members' obligations resulting from the Company's ordinary operations. Any amounts received for ordinary operations that are in excess of the Members' annual obligations for ordinary operations shall be credited to the current Members not then in default pro rata in accordance with each Member's Usage for the previous twelve months. Monies received by the Company from its Members for extraordinary items, such as capital improvements shall be sufficient only to fund the cost of such extraordinary items, and any excess shall be refunded to the current Members not then in default, pro rata in accordance with each Member's contribution, either (at the sole discretion of the Member Committee) in cash or through a credit to the Members.

(c) In fulfilling its functions, the Company shall not represent the Member Air Carriers, Non-Member Air Carriers, or Handlers at the Airport in any litigation against City.

3.2 Powers of the Company.

The Company shall have the power and authority, and is authorized, to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 3.1, including the power, authority and authorization:

(a) to conduct its business, carry on its operations and have and exercise the powers granted to a mutual benefit non-profit corporation by the laws of the State of California in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(b) to acquire Company Property by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property and loans secured by such real and personal property that may be necessary, convenient or incidental to the acquisition of Company Property and the accomplishment of the purposes of the Company;

(c) to enter into, perform and carry out contracts of any kind, including contracts with any Member, any Affiliate thereof, or any agent of the Company necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

(d) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships (including the power to be admitted as a partner thereof and to exercise the rights and perform the duties created thereby), trusts, limited liability companies (including the power to be admitted as a member or appointed as a manager thereof and to exercise the rights and perform the duties created thereof), or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(e) to invest and reinvest its funds,

(f) to sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;

(g) to appoint employees, officers and agents of the Company, establish their offices and titles, and define their power, authority and duties and fix their compensation;

(h) to indemnify any person and to obtain any and all types of insurance;

(i) to cease its activities and cancel its Certificate;

(j) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets or obligations of the Company;

(k) to borrow money and issue evidences of indebtedness and guaranties, and to secure the same by a mortgage, pledge or other lien on the assets of the Company;

(l) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities;

(m) to perform any other action that the Member Committee determines is necessary, convenient or incidental to the accomplishment of the purposes of the Company; and

(n) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company.

3.3 Merger of the Company.

The Company may merge with, or consolidate or convert into, another company or other business entity, upon the approval of a Company Super Majority-In-Interest and the Executive Director.

ARTICLE 4. ADMISSION OF INITIAL MEMBERS

4.1 Election of Air Carrier on Appendix A To Become Initial Member and Execute Member Agreement.

Air Carriers on Appendix A-1 have been invited to become Initial Members of the Company and given the opportunity to become Members of the Company on or before December 31, 2011 by executing a copy of this Member Agreement. In addition, each such Air Carrier shall pay a Membership Fee of \$75,000 by December 31, 2011. Any Air Carrier that has not made a Membership Fee payment by December 31, 2011 or elects to become a Member after December 31, 2011 shall become an Additional Member in accordance with Sections 4.5 or 4.6 below.

4.2 Election of T2 Air Carriers To Become Additional Members and Execute Member Agreement.

T2 Air Carriers on Appendix A-2 have been invited to become Additional Members of the Company and given the opportunity to become Additional Members of the Company on or before June 30, 2013 by executing a copy of this Member Agreement. In addition, each such Carrier shall pay a membership fee of \$75,000 by June 30, 2013, however, T2 Air Carriers that are currently Members, or were previously TBITEC or LAXTEC Members in good standing on or after July 17, 2010 will not be required to pay the membership fee a second time. Any Air Carrier that has not made a membership fee payment by June 30, 2013 or elects to become a Member after June 30, 2013 shall become an Additional Member in accordance with Section 4.5 or 4.6 below.

4.3 Election of T3 Air Carriers To Become Additional Members and Execute Member Agreement.

T3 Air Carriers on Appendix A-3 have been invited to become Additional Members of the Company and given the opportunity to become Additional Members of the Company on or before August 1, 2015 by executing a copy of this Member Agreement. In addition, each such Air Carrier shall pay a membership fee of \$75,000 by August 1, 2015, however, T2 Air Carriers and T3 Air Carriers that are currently Members, or were previously TBITEC or LAXTEC Members in good standing on or after July 17, 2010 will not be required to pay the membership fee a second time. Any Air Carrier that has not made a membership fee payment by August 1, 2015 or elects to become a Member after August 1, 2015 shall become an Additional Member in accordance with Section 4.5 or 4.6 below.

4.4 Election of T5 Air Carriers To Become Additional Members and Execute Member Agreement.

T5 Air Carriers on Appendix A-3 have been invited to become Additional Members of the Company and given the opportunity to become Additional Members of the Company on or before April 1, 2017 by executing a copy of this Member Agreement. In addition, each such Air Carrier shall pay a membership fee of \$75,000 by April 1, 2017, however, T5 Air Carriers that are currently Members, or were previously TBITEC or LAXTEC Members in good standing on March 31, 2017 will not be required to pay the membership fee a second time. Any Air Carrier that has not made a membership fee payment by April 1, 2017 or elects to become a Member after April 1, 2017 shall become an Additional Member in accordance with Section 4.5 or 4.6 below.

4.5 Election of Air Carrier To Become Additional Member and Execute Member Agreement.

Air Carriers who are not operating at TBIT who elect to become Members after October 1, 2011, and Air Carriers who are operating at T2 who elect to become Members after June 30, 2013, and Air Carriers who are operating at T3 who elect to become Members after August 1, 2015, and Air Carriers who are operating at T5 who elect to become Members after April 1, 2017 shall have the opportunity to become Additional Members of the Company in accordance with Article 5 of this Member Agreement. Each such Air Carrier shall pay a membership fee of \$75,000, as such amount may be adjusted in accordance with Section 4.6 below.

4.6 Membership Fee Adjustments.

After September 30, 2012, the membership fee may be escalated annually, by the affirmative vote of a Company Majority-In-Interest, effective on each anniversary of October 1, 2011, to equal an amount not to exceed the product of \$75,000 and a fraction, the numerator of which is the CPI (as defined below) published immediately prior to such anniversary, and the denominator of which is the CPI published immediately prior to October 1, 2011. As used herein, the term "CPI" means the Consumer Price Index/All Urban Consumers – U.S. City Average (All Items – 1982-84 = 100) published by the U.S. Bureau of Labor Statistics, or if such index is not available or discontinued, such other index as is reasonably determined by the Member Committee.

4.7 Membership Fee Refunds.

The Membership Fee is non-refundable. However, if within five years of executing this Member Agreement a Member is required by LAWA to relocate to a facility that is not being maintained or operated by the Company, then the Member Agreement of such relocated Member will be duly terminated after the payment by such relocated Member of all amounts payable under this Agreement, such relocated Member will not be required to pay the Withdrawal Deposit described under Section 16.2 herein, and such relocated Member will receive a full refund of the Membership Fee paid to the Company.

4.8 Member Security Deposit.

A security deposit may be required of Members if so determined by the affirmative vote of a Company Majority-In-Interest.

ARTICLE 5. ADDITIONAL MEMBERS

5.1 Admission of Additional Members.

The use of the Aeronautical Equipment, the Company Property, the Services and the opportunity to become a Member of the Company shall be open to all Air Carriers using TBIT, T2, T3 and T5 with reasonable history of creditworthiness. Admission of an Air Carrier to this Member Agreement as an Additional Member shall be open to all Air Carriers with a valid Air Carrier Operating Permit from City, subject to satisfaction of all requirements for admission as a party to this Member Agreement. Subject to the foregoing, the Company is authorized to admit any Air Carrier as an additional member of the Company (each, an "Additional Member" and collectively, the "Additional Members").

5.2 Requirements.

In order to become an Additional Member, an Air Carrier must:

(a) Submit to the Company a written notice, which includes a copy of the valid Air Carrier Operating Permit from City, a statement of estimated Monthly Usage for the twelve (12) month period following the requested Acceptance Date, and the requested Acceptance Date;

(b) Execute a counterpart copy of this Member Agreement with the Company and submit it to the Company;

(c) Execute the Rate Agreement with the City, and submit evidence of such execution to the Company.

(d) Pay amounts as specified by the Company pursuant to Section 5.3 below.

(e) Have been determined by the Company as being creditworthy, and of such reputation and status in keeping with the nature or class of Member airlines. For purposes of this paragraph, an Air Carrier may be determined to be not creditworthy if such Air Carrier:

- i. has been in default under any agreement with the City in the past eighteen (18) months; or
- ii. failed to make payments in a timely fashion to the City or the Company; or
- iii. has been in default under any agreement with other airports in the past 18 months; or
- iv. is otherwise unable to demonstrate an ability to pay fees projected hereunder or cannot provide a security deposit, if required.

5.3 Procedure.

If the material submitted pursuant to section 5.2(a) is found by the Company to comply with this Article 5, then the Company shall provide a notice of eligibility to the requesting Air Carrier with a copy of the Member Agreement, a written statement of the requirements for membership, a written statement of the fees and other payments required for membership, consistent with Sections 4.2, 4.3 and 4.4 hereof, and such other documents for signature as may reasonably be required. The Air Carrier shall then have thirty (30) days from the date of the notice in which to return all required signed documents and sixty (60) days from the date of the notice to make all payments. If all requirements outlined in the notice from the Company are appropriately fulfilled within these timeframes, the requesting Air Carrier shall become an Additional Member on the Acceptance Date and thereafter shall have the same rights and obligations under this Member Agreement as all other Members. The Company shall reissue Schedule A to all Members upon the admission of any Additional Member.

5.4 Acceptance Date.

The Acceptance Date for any Additional Member shall be the first day of the month (commencing at 12:01 a.m. Los Angeles time) following the date of notification by the Company of all required signed documents and payments.

5.5 Usage.

For purposes of computing a Majority-In-Interest and Super Majority-In-Interest, for the first twelve (12) months following the Acceptance Date, the Monthly Usage of an Additional Member shall be the greater of: (a) the estimated Monthly Usage as submitted pursuant to Section 5.2(a) above; or (b) the actual Monthly Usage for the previous month, where available, multiplied by twelve (12).

ARTICLE 6. CAPITAL CONTRIBUTIONS, INTERESTS AND TAX MATTERS

6.1 Capital Contributions.

(a) Concurrently with becoming a Member, each Member must contribute to the capital of the Company the membership fee amount set forth in Articles 4 and 5, as such amount may be increased or decreased from time to time upon the vote of a Company Majority-In-Interest. Capital contributions shall be returned to Members, if at all, only upon dissolution of the Company in accordance with Article 18 and only to Members who are Members not in default under this Member Agreement at the time of dissolution.

(b) No Member shall be required to make any additional capital contribution to the Company. No Member shall have any personal liability for the repayment of any Capital Contribution of any other

Member. Notwithstanding the foregoing or any other provision of this Member Agreement, however, each Member shall be obligated to make all payments due and payable by such Member in connection with the Total Facility Charge and to perform all obligations of such Member as a Member pursuant to the terms of this Member Agreement.

6.2 Member's Interest.

A Member's Interest shall for all purposes be personal property. A Member has no interest in specific Company property.

6.3 Status of Capital Contributions.

(a) Except for withdrawal in accordance with Section 4.7 hereof, or termination in connection with the dissolution of the Company, upon withdrawal or other termination of a Member's interest in the Company the amount of a Member's Capital Contributions shall not be returned to it.

(b) No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, Member Representative, Chairperson, Vice Chairperson, or Executive Committee member except as otherwise specifically provided in this Member Agreement.

6.4 Tax Election.

The Company will diligently pursue not-for-profit status for State of California and United States federal income tax purposes. To the extent the election is unsuccessful, the Company will elect to be taxed as a corporation by timely filing a properly completed forms with the State of California and the Internal Revenue Service.

ARTICLE 7. MEMBER INTERESTS

7.1 Powers of Members.

The Member Representatives, on behalf of the Members, shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Member Agreement.

7.2 Reimbursements.

Subject to proper documentation and prior approval of a Company Majority-In-Interest, the Company shall reimburse the Members for all ordinary and necessary out-of-pocket expenses incurred by the Members on behalf of the Company. Such reimbursement shall be treated as an expense of the Company and shall not be deemed to constitute a distribution or return of capital to any Member.

7.3 Partition.

To the fullest extent permitted by applicable law, each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

7.4 Transfer Void.

A Member shall not sell, assign, transfer, pledge or otherwise dispose of or encumber (collectively, for purposes of this Article 7, a "transfer") all or any part of its Interest in the Company to any Air Carrier or other person unless the Company shall give its prior written consent to such transfer, which consent shall not be unreasonably withheld, delayed or conditioned. The Company may only approve such a transfer to an Air Carrier who is concurrently becoming a Member and a party to this Member Agreement in accordance with the terms and conditions of this Agreement. In approving or disapproving any request for transfer, the Company shall not discriminate against any one or more Member(s).

7.5 Exception for Transfer to Subsidiary or in Connection with Merger.

Notwithstanding Section 7.4, a Member may transfer all or any part of its Interest in the Company, without first obtaining the Company's consent, to a Subsidiary of such Member or to another corporation with which such Member merges or into which such Member consolidates if the transferee is concurrently becoming a Member and a party to this Member Agreement; provided, that such Subsidiary or other corporation is not a Member of the Company immediately prior to the time of transfer and provided that such transfer has the prior written approval of the Chief Executive Officer.

7.6 Associated Airlines.

Each Member shall have the right to request that the Members consider an Air Carrier in which it has at least a 51% financial interest as an Associated Airline. The Member shall provide the Member Committee with a written request to admit the Air Carrier in question as an Associated Airline, along with evidence that the Member has at least a 51% financial interest in the Air Carrier. The Member Committee shall review the evidence of financial interest of the Member in the Air Carrier proposed as an Associated Airline, and if the evidence is satisfactory, shall approve an Air Carrier as an Associated Airline. The Chairperson of the Member Committee shall advise the Consortium Manager and the Members of acceptance of any Air Carrier as an Associated Airline. Upon designation as an Associated Airline, the Air Carrier so designated shall have the same rights and obligations with respect to use of the Aeronautical Equipment, the Company Property and the Services as the Member with which it is associated. The Member with which it is associated shall be responsible for any liabilities incurred by the Associated Airline. Usage of the Associated Airline shall be included as Usage of the Member with which it is associated. An Associated Airline will not be required to pay a Membership Fee. Only the Member may vote.

7.7 Termination as Member upon Withdrawal or Default.

Upon the occurrence of any of the following events: (a) the withdrawal of a Member from this Member Agreement, or (b) the occurrence of an Event of Default by a Member under Section 13.1 of this Member Agreement, the Company has the right to terminate the Interest of such Member in the Company, effective as of a date specified by the Company by written notice to such Member. From and after the occurrence of any of the events specified above, such Member shall have no rights to vote as a Member, nor shall its Member Representative have any right to vote on the Member Committee. If its Member Representative is serving on the Executive Committee, its Member Representative shall be removed from the Executive Committee. Such Member's Usage shall not be counted, individually or as part of aggregate Usage, respecting any majority-in-interest, a super majority-in-interest or otherwise in connection with any voting. Notwithstanding the foregoing, such Member shall not cease to be, and shall remain, a Member of the Company unless the Company elects to terminate such Member. Such Member shall not be relieved of any of the responsibilities, liabilities or obligations of a Member hereunder because of the occurrence of any of the events specified above. If the Company elected to terminate such Member, such Member shall remain liable for all of its obligations hereunder arising up to and including the effective date of its termination as a Member of the Company, and those obligations shall survive the termination of the Member under this Agreement.

7.8 Termination of Interest upon Mergers or Acquisitions.

In the event of any merger, consolidation, conversion, acquisition, or contractual arrangement as a result of which any Member becomes the beneficial owner of more than one Interest (whether directly or through control of one or more other Members), the Company has the right to terminate Interests such that no Member owns, directly or through control of other Members, more than one Interest. Such Member shall remain liable for all of its obligations hereunder arising up to and including the effective date of any termination of any Interests in the Company.

7.9 Company's Inability To Terminate.

In the event that the Company has a right to terminate a Member or a Member's Interest pursuant to this Article 7, but is prevented from doing so, the Company may deliver written notice to that effect to the Member whose status as a Member or Interest in the Company would otherwise terminate whereupon all of such Member's Interest shall become a nonvoting Interest, and such Member shall not be entitled to vote as a Member or have its Member Representative sit on the Executive Committee, until such time as the Company is permitted to and does effect the termination. Such Member shall remain liable for all of its obligations hereunder arising up to and including the effective date of its termination as a Member of the Company.

ARTICLE 8. MANAGEMENT AND MEETINGS

8.1 Member Committee.

(a) Powers. The business and affairs of the Company shall be conducted and managed through a Member Committee composed of one Member Representative appointed by each Member. A meeting of the Member Committee shall be the same as a meeting of the Members for purposes of satisfying any requirements of the laws of the State of California for meetings of members or directors a mutual benefit non-profit corporation. The Member Committee shall have the power and authority, acting in accordance with the procedures of this Article 8, to do or cause to be done any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described in Section 3.1 of this Member Agreement, including all powers, statutory or otherwise, possessed by managers, members and/or directors of a mutual benefit non-profit corporation under the laws of the State of California. The Member Committee shall act on all matters that are referred to in this Member Agreement to be done by (i) the Members; (ii) a Company Majority-In-Interest or Company Super Majority-In-Interest; (iii) TBIT Majority-In-Interest or TBIT Super Majority-In-Interest of the Member Representatives; or (iv) a T2 Majority-In-Interest or T2 Super Majority-In-Interest of the Members; or (v) a T3 Majority-In-Interest or T3 Super Majority-In-Interest or (vi) a T5 Majority-In-Interest or T5 Super Majority-In-Interest.

(b) Appointment of Member Representatives. Each Member Representative shall be a regular salaried employee (or retired employee with no conflicting employment) of the Member appointing him or her unless the Member Committee approves, in its sole discretion, appointment of a Member Representative who is not a regular salaried employee (or retired employee with no conflicting employment) of such Member. Each Member shall appoint its Member Representative in writing in a letter addressed to the Company and delivered to the Company at its address for notice in Section 2.4. Each Member may, in writing, designate one or more alternate Member Representatives who shall, if attending a Member Committee meeting in the absence of the designated representative, have the full authority to vote and speak for the designating Member; provided however, only one such alternate representative may exercise the Member's rights at any meeting. Member Representatives and alternates shall serve until the Company receives written notice of the appointment of a new Member Representative or alternates from a Member.

(c) Proxies. A Member Representative may give to any other Member Representative a proxy, in writing, provided that the Chairperson or Vice Chairperson, if presiding, of the Member Committee may refuse to recognize a proxy if there exist any indications of fraud or other material uncertainty about its terms. Any such proxy must be submitted to and approved or disapproved by the Chairperson or Vice Chairperson, if presiding, prior to the Member Committee meeting.

8.2 Meetings.

Meetings of the Member Committee shall be held at least annually at such time and place as determined by the Chairperson of the Member Committee or requested by Member Representatives representing at least twenty-five percent (25%) of the Usage of all Members for the twelve (12) months prior to the month in

which the request is made. A complete list of Members entitled to vote at any meeting of the Member Committee, arranged in alphabetical order showing the address of each such Member and the name of its Member Representative, shall be made available to any Member upon request.

(a) Participation by Telephone. Member Representatives may participate in a meeting of the Member Committee through use of conference telephone or similar communication equipment so long as all representatives participating in such meeting can hear one another.

(b) Action Without Meeting. Any action of the Member Committee may be taken without a meeting if Member Representatives constituting a Company Majority-In-Interest, Company Super Majority-In-Interest or all of the Member Representatives, as applicable to the subject action, consent in writing to such action after solicitations of such written consents have been provided to all Member Representatives by e-mail, facsimile or letter. Unless otherwise specified in this Member Agreement, any action of the Member Committee may be taken if approved by a Company Majority-In-Interest. All written consent or consents shall be filed with the minutes of the proceedings of the Member Committee.

(c) Notice. All notices of meetings of the Member Committee must be received by the Member Representatives at least ten (10) business days prior to the meeting. Notices sent by certified mail shall be deemed received on the date of delivery as indicated on the return receipt; notices sent by e-mail, or facsimile shall be deemed received on the date transmitted, if transmitted prior to 4:00 p.m. time of recipient, otherwise on the next business day.

(d) Twenty-Day Notice Requirement. Notwithstanding Section 8.2(c), when any of the following items is to be the subject of a meeting of the Member Committee, at least twenty (20) business days prior notice is required:

(i) Selection of a Maintenance Operator for the Aeronautical Equipment and Company Property by competitive proposal or other procedure approved by a respective TBIT, T2, T3 and T5 Majority-In-Interest or a Company Majority-In-Interest;

(ii) The approval of an agreement with a Maintenance Operator, amendments thereto or termination thereof;

(iii) Selection of a Consortium Manager by competitive proposal or other procedure approved by a Company Majority-In-Interest;

(iv) The approval of an agreement with a Consortium Manager, amendments thereto or termination thereof;

(v) Amendments to or termination of the Lease and License Agreement or this Agreement;

(vi) Approval of any non-budgeted single expenditure or obligation over One Hundred Thousand Dollars (\$100,000);

(vii) Approval of the terms and conditions of any general plan of financing that may be required relating to the Aeronautical Equipment, Company Property, the Services or the Operating Reserve Account; or

(viii) Determination to dissolve the Company.

(e) Waiver of Notice in Emergency. In case of an emergency, the Chairperson of the Member Committee has the power to call a meeting of the Members without notice as required above; provided, that the Chairperson of the Member Committee uses his or her best efforts to give notice verbally, by e-mail or by facsimile.

(f) Form of Notice. The notice of any meeting of the Member Committee shall be directed to the place and in the manner set forth in Section 18.3 herein.

(g) Waiver of Notice. Any meeting of the Member Committee, however called and noticed and whenever held, and the transaction of business at such meeting, shall be valid as though duly called, noticed and held if a quorum is present and if either before or after the meeting each of the persons entitled to vote, but not present, signs: (i) a written waiver of notice; or (ii) a consent to the holding of the meeting; or (iii) an approval of the minutes thereof. All such waivers, consents, or approvals shall be made a part of the minutes of the meetings.

(h) Quorum. A quorum consists of Member Representatives, or their alternates or assigned proxies, representing a Company Majority-In-Interest.

(i) Voting. Other than as provided in Section 8.2(b), any action of the Member Committee shall be effective only if made at a properly called meeting at which a quorum is present and upon the affirmative voice or hand vote of a Company Majority-In-Interest or such other percentage as may be specifically provided for in this Member Agreement for a particular action.

8.3 Chairperson and Vice-Chairperson.

The Member Committee shall elect a Chairperson and may elect a Vice Chairperson from among its representatives. The Chairperson must be a representative of a TBITEC Member airline that operates a majority of its flights at TBIT. Election shall be held biennially and the term of the Chairperson and Vice Chairperson shall be two years. Members may serve as Chairperson or Vice Chairperson for an unlimited number of consecutive terms. The Chairperson of the Member Committee shall preside at all meetings of the Member Committee and in his or her absence the Vice Chairperson shall preside. In the absence of both the Chairperson and the Vice Chairperson, a meeting chairperson may be elected by a Company Majority-In-Interest in attendance at the meeting. The Chairperson of the Member Committee shall have the power and authority to authorize non-budgeted single expenditures or obligations by and on behalf of the Company of Ten Thousand Dollars (\$10,000) or less without the approval of the Member Committee; provided, however, if for any reason it is not practical to call for a vote of the Executive Committee for approval of a non-budgeted single expenditure of Fifty Thousand Dollars (\$50,000) or less, the Chairperson may authorize such expenditure if failure to take such immediate action would adversely impact the operational and/or financial well-being of the Company.

8.4 Chairperson To Execute Contracts.

Each Member and the Company hereby authorizes and empowers the Chairperson of the Member Committee to execute and deliver, for and on behalf of the Member Committee and the Company, the Lease and License Agreement and all documents contemplated therein, amendments and counterparts to this Member Agreement accepting Additional Members, and/or any construction, service agreements, financing arrangements, guaranties and related agreements, or other contracts authorized by a respective TBIT, T2, T3 and T5 Majority-In-Interest or a Company Majority-In-Interest in accordance with the terms of this Member Agreement.

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8.5 Executive Committee.

(a) Committee. An Executive Committee shall be established consisting of the Chairperson of the Member Committee, who shall also serve as Chairperson of the Executive Committee, the Vice-Chairperson of the Member Committee, and a maximum of seven (7) other Member Representatives elected by the Member Committee. At all times, at least one (1), but no more than two (2) of the Executive Committee members shall be a Member Representative from Members operating at T2 and T3, or T5. The term of the members of the Executive Committee shall be the later of one year or until their successors are elected, unless removed by a Company Majority-In-Interest.

(b) Authority. The Executive Committee, subject to control of the Member Committee, shall be delegated responsibility for the day-to-day management and operation of the Company, the Aeronautical Equipment and the Company Property. It shall perform such other duties as are delegated and assigned to the Executive Committee from time to time by the Member Committee. The Executive Committee shall have the power and authority to authorize non-budgeted single expenditures or obligations by and on behalf of the Company up to the amount of One Hundred Thousand Dollars (\$100,000) or less without the approval of the Member Committee. The Executive Committee shall in no event have any authority greater than the Member Committee or be authorized to take any actions which the Member Committee could not take.

(c) Quorum and Voting. A quorum for the transaction of business at a regular or special meeting of the Executive Committee shall consist of a majority of the members of the Executive Committee. The act of at least a majority of the members of the Executive Committee shall constitute the act of the Executive Committee.

(d) Meetings. Meetings of the Executive Committee may be called by the Chairperson of the Executive Committee or members of the Executive Committee constituting at least one-third of the members of such Executive Committee. Notice must be given in accordance with the procedures to be established by the Executive Committee.

(e) Participation by Telephone. Members of the Executive Committee may participate in a meeting of the Executive Committee through use of conference telephone or similar communication equipment, so long as all members participating in such meeting can hear one another.

(f) Waiver of Notice. Any meeting of the Executive Committee, however called and noticed and whenever held, and the transaction of business at such meeting, shall be as valid as though had at a meeting duly called, noticed, and held if a quorum is present and if either before or after the meeting each of the persons on the Executive Committee entitled to vote but not present signs: (i) a written waiver of notice; or (ii) a written consent to the holding of the meeting; or (iii) an approval of the minutes thereof. All such waivers, consents, or approvals must be made a part of the minutes of the meetings.

(g) Action without a Meeting. Any action to be taken by the Executive Committee may be taken without a meeting if all members of the Executive Committee consent in writing to such action. Such written consent(s) shall be filed with the minutes of proceedings of the Executive Committee.

8.6 Operations Committees.

(a) Committee. An Operations Committee may be established among the Members operating at TBIT, T2, T3 or T5 by its corresponding TBIT, T2, T3 or T5 Majority-In-Interest of the Member Committee. The Operations Committees shall consist of the Chairperson of the Member Committee or his/her appointee, who shall also serve as Chairperson of the Operations Committee, and a local

representative appointed by each Member. Each local Member representative on the Operations Committees shall serve until his or her successor is appointed.

(b) Authority. The Operations Committees, subject to control of the Member Committee and the Executive Committee, shall be delegated responsibility for resolving any day-to-day operational concerns at TBIT, T2, T3 and T5 respectively. They shall perform such other duties as may be delegated to it by the Executive Committee or the Member Committee. The Operations Committees may make recommendations to the Executive Committee or the Member Committee, but shall have no authority to authorize expenditures or to commit any funds of the Company.

(c) Quorum and Voting. A quorum for the transaction of business at a regular or special meeting of the respective Operations Committees shall consist of representatives constituting at least a TBIT, T2, T3 or T5 Majority-In-Interest of the Members. The act of at least a TBIT, T2, T3 or T5 Majority-In-Interest of the representatives present at a meeting of the respective Operations Committees, so long as a quorum is in attendance, shall constitute the act of the respective Operations Committee.

(d) Meetings. Meetings of the Operations Committees may be called by the Chairperson of the respective Operations Committee or representatives on the Operations Committee constituting at least one-third of the representatives. Notice must be given in accordance with the procedures to be established by each Operations Committee.

(e) Participation by Telephone. Representatives on the respective Operations Committee may participate in a meeting of such Operations Committee through use of conference telephone or similar communication equipment, so long as all representatives participating in such meeting can hear one another.

(f) Waiver of Notice. Any meeting of the Operations Committees, however called and noticed and whenever held, and the transaction of business at such meeting, shall be as valid as though a meeting was duly called, noticed, and held if a quorum is present and if either before or after the meeting each of the representatives on the Operations Committee entitled to vote but not present signs: (i) a written waiver of notice; or (ii) a written consent to the holding of the meeting; or (iii) an approval of the minutes thereof. All such waivers, consents, or approvals must be made a part of the minutes of the meetings.

(g) Action without a Meeting. Any action to be taken by the Operations Committees may be taken without a meeting if all representatives on the respective Operations Committee consent in writing to such action. Such written consent(s) shall be filed with the minutes of proceedings of the Operations Committee.

8.7 Members' Consent.

Each of the Members, by signing this Member Agreement, specifically consents to the authority given herein to the Member Committee, the Executive Committee, the Operations Committees and the Chairperson and Vice Chairperson and hereby certifies (and upon request of the Company shall promptly deliver further assurance of its certification) that the persons designated from time to time by such Member as a Member Representative and as a representative on the Operations Committees are duly authorized to act for and on behalf of such Member.

8.8 Not a Partnership or Joint Venture.

Except as expressly provided herein, neither this Member Agreement nor the relationship of the Members as a consequence of their participation in the Company or this Member Agreement creates a partnership, joint venture or agency relationship between the parties to this Member Agreement. No Member shall have power or authority to bind the Company. No Member may commit any other Member or the Company to any debt or obligation of any type whatsoever other than as specifically provided in and

pursuant to the procedures set forth in this Member Agreement or in other documents signed by or binding on a Member or the Company.

ARTICLE 9. BOOKS AND RECORDS

9.1 Books, Records and Financial Statements.

(a) At all times during the continuance of the Company, the Company shall maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company's business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Member Agreement. Such books of account, together with a copy of this Member Agreement and of the Certificate, shall at all times be maintained at the principal place of business of the Company and shall be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's Interest.

(b) The Members shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company. The Company shall prepare and file, or cause to be prepared and filed, all applicable federal and state tax returns.

9.2 Accounting Method.

For both financial and tax reporting purposes, the books and records of the Company shall be kept on the accrual method of accounting applied in a consistent manner and shall reflect all Company transactions and be appropriate and adequate for the Company's business.

9.3 Annual Audit.

The financial statements of the Company may be audited annually by an independent certified public accountant, selected by the Company, with such audit to be accompanied by a report of such accountant containing its opinion. The cost of such audits will be an Indirect Expense of the Company. A copy of any such audited financial statements and accountant's report will be made available for inspection by the Members. In addition, the Company shall give the City the right to audit.

ARTICLE 10. ACCESS TO EQUIPMENT

10.1 Use.

The Aeronautical Equipment, the Company Property and the Services shall be managed, maintained, and operated to provide for the handling of departing and arriving flights and passengers at TBIT, T2, T3, T5 and such other locations at the Airport as may be determined by the Company and the Airport. The Company and the Members covenant and agree that the Company may establish standards and practices and, subject to the approval of the Chief Executive Officer, fees for access to and the operation and maintenance of the Aeronautical Equipment and the Company Property, the provision of the Services and any other costs associated with the operations of the Company and the use of TBIT, T2, T3 and T5. The covenant and agreement of each Member set forth in this Section 10.1 shall survive any withdrawal by such Member from this Member Agreement.

10.2 Non-Member Users.

The Company shall allow any Air Carrier who does not become a party to this Member Agreement as a Member to use the Aeronautical Equipment, the Company Property and the Services for its flights and passengers upon execution by that Air Carrier of the then-current Equipment Use Agreement.

10.3 Equipment Use Agreement.

The Company shall, by the vote of Company Majority-In-Interest of the Members, approve from time to time the form of an Equipment Use Agreement, which also shall be subject to the approval of the Chief Executive Officer, which shall be consistent with this Member Agreement, and which shall contain, inter alia, the terms and conditions governing use of the Aeronautical Equipment, the Company Property and the Services, deposits, use fees and charges, and indemnification and insurance provisions. The Equipment Use Agreement shall provide that, so long as the Non-Member User abides by the terms of that agreement and pays the fees and charges provided therein, its access to and use of the Aeronautical Equipment, the Company Property and the Services otherwise shall be nondiscriminatory. The Company may approve separate forms of the Equipment Use Agreement for use of the Aeronautical Equipment, the Company Property and the Services. Notwithstanding anything to the contrary in this Member Agreement, the Company may charge fees to Non-Member Users which differ from those charged to other Users but which shall not exceed 125% of charges for Member users of the respective terminal, subject to Chief Executive Officer approval.

10.4 Handlers.

The Company may allow a Handler to access the Aeronautical Equipment, the Company Property and the Services to provide passenger and flight handling services, subject to the requirements of this Section 10.4. Each such Handler: (a) must have entered into an agreement with a Member or a Non-Member User to provide handling services at those Airport locations where the Aeronautical Equipment, the Company Property or the Services may be situated or provided; (b) must execute an Equipment Access Agreement; and (c) must comply with all of the terms and conditions of the Equipment Access Agreement.

10.5 Equipment Access Agreement.

The Company shall, by the vote of Company Majority-In-Interest of the Members, approve from time to time the form of an Equipment Access Agreement, which also shall be subject to the approval of the Chief Executive Officer, which shall be consistent with this Member Agreement, and which shall contain, inter alia, the terms and conditions governing access to and use of the Aeronautical Equipment, the Company Property and the Services, Handler requirements, procedures and documentation, deposits, fees and charges, qualification and training, and indemnification and insurance provisions. Notwithstanding anything to the contrary in this Member Agreement, the Company may charge fees to Handlers which differ from those charged to other Users but which shall not exceed 125% of charges for Member users of the respective terminal, subject to Chief Executive Officer approval.

10.6 Access by Users.

Except as provided for herein with respect to allocation of the Total Facility Charge and otherwise as provided herein, access to the Aeronautical Equipment, the Company Property and the Services by all Members shall be on an equal and nondiscriminatory basis, with no Members being afforded priority or preferential treatment over another unless otherwise provided for in a T2, T3 or T5 Member's Airline Terminal Space Lease and License Agreement with LAWA.

10.7 Training.

If any Aeronautical Equipment consists of passenger loading bridges, the Company shall provide a training and certification program for the maintenance of such passenger loading bridges which training and certification program shall be subject to the Chief Executive Officer's, or his or her designee's, approval.

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ARTICLE 11. CONSORTIUM MANAGER & MAINTENANCE OPERATOR

11.1 Consortium Manager.

The Company shall procure a Consortium Manager. By the vote of Company Majority-In-Interest of the Members, the Company shall approve the selection of a Consortium Manager to manage the Maintenance Operators and other vendors of the Company. The Company shall, by the vote of Company Majority-In-Interest of the Members, approve the form of the Consortium Manager Agreement, which shall also be approved by the Chief Executive Officer and shall be consistent with this Member Agreement. The Consortium Manager shall execute the Consortium Manager Agreement with the Company, which shall specify the Consortium Manager's duties, responsibilities and compensation, as well as the rights and obligations of the Company and the Members with respect to the Consortium Manager. Each Member hereby agrees to execute and/or deliver such documents, if any, as may be reasonably requested by the Company to confirm its individual obligation for payment of its share of the Consortium Manager's fees. Payment of the Consortium Manager's fees and expenses under the Consortium Manager Agreement shall be included as part of the Total Facility Charge.

11.2 Consortium Manager Responsibilities.

The Consortium Manager Agreement shall require the Consortium Manager to, inter alia, manage the Maintenance Operators and other vendors of the Company, to establish standards and practices for the operation and maintenance of the Aeronautical Equipment and the Company Property and the provision of the Services; to monitor and require compliance with this Member Agreement, the Lease and License Agreement, the Equipment Use Agreements and the Equipment Access Agreements; and to invoice, collect and pay monies on behalf of the Company. The Company shall require the Consortium Manager to provide such bookkeeping, accounting, invoicing, filing of the Company's tax returns and other reports to governmental bodies and to perform such other services as are necessary to accomplish the requirements of this Member Agreement and to comply with all applicable laws, this Member Agreement and the Lease and License Agreement.

11.3 Maintenance Operators.

The Company shall procure Maintenance Operators in accordance with the procurement procedures defined in Section 8.03 of the Lease and License Agreement. By the vote of TBIT or T2 or T3 or T5 Majority-In-Interest of the Members for its respective terminal or by the vote of Company Majority-In-Interest for a Maintenance Operator serving all TBIT, T2, T3 and T5, the Company shall approve the selection of Maintenance Operators to maintain, operate and manage the Aeronautical Equipment and Company Property. The Company shall, by the vote of TBIT or T2 or T3 or T5 Majority-In-Interest of the Members for its respective terminal or by the vote of Company Majority-In-Interest, approve the form of the Operating Agreements, which also shall be subject to approval by the Chief Executive Officer in accordance with Section 8.03 of the Lease and License Agreement, and which shall be consistent with this Member Agreement. The Maintenance Operators shall execute the respective Operating Agreements with the Company, which shall specify the Maintenance Operators' duties, responsibilities and compensation, as well as the rights and obligations of the Company and the Members with respect to the Maintenance Operators. Each Member hereby agrees to execute and/or deliver such documents, if any, as may be reasonably requested by the Company to confirm its individual obligation for payment of its share of the Maintenance Operators' fees. Payment of the Maintenance Operators' fees and expenses under the Operating Agreement shall be included as part of the Total Facility Charge as a Direct Cost of the respective TBIT, T2, T3 or T5 Cost Center, as applicable.

11.4 Maintenance Operator Responsibilities.

The Operating Agreements shall require the Maintenance Operators to, inter alia, maintain, operate and manage the Aeronautical Equipment and Company Property. The Company shall require the

Maintenance Operator to comply with all applicable laws, this Member Agreement and the Lease and License Agreement.

11.5 Payments.

Each of the Members acknowledges that, in accordance with the Consortium Manager Agreement, (a) the Consortium Manager may act for and on behalf of the Company in accounting, billing, and collecting monies and (b) at the time they become due, the Consortium Manager shall remit payments as directed by the Company of all the items included in the Total Facility Charge.

ARTICLE 12. CALCULATION OF FEES AND CHARGES

12.1 Total Facility Charge and Net Facility Charge.

(a) The "Total Facility Charge" is the sum of all charges, fees, costs, rents, and expenses incurred by the Company in relation to the organization, management, administration and operation of the Company, the use, maintenance, operation and management of the Aeronautical Equipment and the Company Property, and the lease or other acquisition costs related to Company Property. The Total Facility Charge shall include the Total Operating Cost, the Lease and License Fees, and all other amounts owed by the Company pursuant to the Lease and License Agreement and all other charges, fees, costs, rents and expenses incurred by the Company in relation to the Aeronautical Equipment, the Company Property and the Company's operations.

(b) Notwithstanding the foregoing, the following costs incurred by the Company or the Consortium Manager, or the Maintenance Operator shall not be part of the Total Facility Charge, but shall instead be charged directly to the applicable Member, Non-Member User, or other responsible Air Carrier by the Operator:

(i) costs incurred for the sole benefit of the Air Carrier being charged;

(ii) costs incurred as a result of the negligence, intentional wrongdoing or breach of its contract obligations to the Company by the Air Carrier being charged; and

(iii) costs incurred to repair damage to the Aeronautical Equipment or Company Property caused by the Air Carrier or its agents.

(c) The "Net Facility Charge" shall be the Total Facility Charge minus any payments received from Non-Member Users and any other payments received from persons other than Members for use of the Aeronautical Equipment, the Company Property, the Services or otherwise.

(d) Each Member shall be liable for its share of the Net Facility Charge as determined under this Article 12.

12.2 Liability for Net Facility Charge and Extraordinary Costs.

(a) Allocation. The Net Facility Charge shall be allocated among the Company Cost Center, the TBIT, T2, T3 and/or T5 Cost Center, based on the definition of each such cost center. Member payments will be calculated in accordance with Schedule C, as Schedule C may be amended from time to time by a Company Super Majority-In-Interest of the Members. The Consortium Manager shall prepare a schedule of fees and charges for the next fiscal year, which shall be used by the Consortium Manager in calculating each Member's projected monthly share of the Net Facility Charge. The Consortium Manager shall provide the schedule to each Member no later than 30 days prior to the beginning of the fiscal year to

which the schedule applies. In the event that the Member Committee determines that a recalculation of the schedule should be accomplished other than at the end of a fiscal year, the Member Committee shall also determine the deadlines for submission of a schedule to the Members.

(b) Extraordinary Costs. The Company may allocate, on the basis of each Member's actual Usage for the preceding twelve months, or such shorter period as the Member has been a party to this Member Agreement, or on such other reasonably equitable basis as it may determine in its sole and absolute discretion, Extraordinary Costs that would otherwise be part of the Total Facility Charge on a basis other than that provided in Section 12.2(a) above and may instruct the Consortium Manager as to the allocation and collection thereof. In the absence of agreement on allocation by the Company, Extraordinary Costs shall be billed and paid as provided in Section 12.2(a) as part of the Total Facility Charge.

12.3 Temporary Shut-Down.

In the event that there have been no operations at TBIT, T2, T3 or T5 for a period of thirty (30) consecutive days, then the Net Facility Charge shall be allocated among the respective Members at TBIT, T2 or T3 or T5 on the basis of average Monthly Usage for the twelve (12) months ending immediately prior to the cessation of operations at TBIT, T2, T3 or T5 (or, if shorter, the period that the Member has been a party to this Member Agreement).

12.4 Invoicing.

(a) Members shall report to the Consortium Manager no later than the 5th business day of the month all Flight and Passenger activity for the preceding month. The Consortium Manager shall calculate each Member's share of the Net Facility Charge, based on the schedule prepared pursuant to Section 12.1 above. Each Member will be invoiced for the preceding month, based on the Member's reported Flight and Passenger activity and the Company's actual operating expenses.

(b) All costs and fees relating to use of the Aeronautical Equipment, the Company Property and the Services by Non-Member Users shall be invoiced to such persons in accordance with the Equipment Use Agreements and Equipment Access Agreements. Costs incurred: (i) for the sole benefit of one or more particular User(s) or (ii) as the result of the negligence of, or damage to the Aeronautical Equipment or Company Property, caused by any User or its Handler, shall be charged to and paid only by the persons causing such costs to be incurred.

(c) Subject to the proviso at the end of this sentence, not more than three times during any fiscal year, if a current schedule based on the most recently available projections and other information indicates that payments of the Net Facility Charge at the then-existing rates would result in an overpayment or underpayment by more than five percent of the amount required to be collected by the Company, then the Executive Committee may revise the schedule and adjust the rates for the remainder of such year to conform to its current projections; provided that, notwithstanding the foregoing, the Executive Committee may revise and adjust the rates at any time based upon an adjustment of rentals, fees and charges by the City pursuant to the Lease and License Agreement. The Executive Committee shall notify the Members at least 30 days in advance of its intention to adjust the schedule, providing revised charges in sufficient detail to allow a Member to make informed comments thereon. A Member may submit written comments on such revised schedule to the Executive Committee within thirty (30) days following delivery of the notice to the Member. The Executive Committee shall give due consideration to any comments submitted in a timely manner by a Member. If requested by a Company Majority-In-Interest, the Executive Committee shall convene a meeting with the Members to discuss the revision and adjustments.

(d) As soon as practicable after the end of each calendar year, the Company shall render an itemized accounting (which itemized accounting shall be audited by the Company's Auditor) to each

Member for the actual Net Facility Charge incurred by and allocable to each Member during the preceding calendar year, based on each Member's actual Usage and reflecting any adjustments permitted hereunder.

12.5 Payments.

(a) Each Member shall make payments to the Company when due at the office of the Consortium Manager. Any invoice submitted to a Member by the Company shall have the due date stated thereon. The amount of any delinquent payment shall include a penalty equivalent to 25% of the value of the invoice and shall bear interest at a rate equal to two percent (2%) per month (or the maximum rate permitted by law, whichever is lower), from the date such amount is due until paid in full.

(b) If a Member fails to pay its share of the Net Facility Charge within thirty (30) days of the date payment was due (including any amounts due after such Member has withdrawn from this Member Agreement pursuant to Article 17 hereof), and the amount of the Operating Reserve Account is not sufficient to make such payment, each non-defaulting Member must pay, within ten (10) days of demand, its pro rata share of the amount in default, determined by the Company in accordance with the allocations set forth in Section 12.2(a) above, but calculated assuming that the defaulting Member was not a Member for the period in question. Such payments shall be deemed to be loans to the defaulting Member and the amounts due shall be calculated as set forth in Section 12.5(a) hereof. In the event of default in the payment of any of its share of the Net Facility Charge by a Member or its pro rata share of an amount in default from another Member, which default shall continue for thirty (30) days, the amount of such defaulted charges shall be payable as provided in Article 13 below.

(c) Each Member must make payments to the Company in accordance with the terms of this Member Agreement with no defense or right of set-off, reduction, counterclaim (other than a compulsory counterclaim or one that would be lost if not asserted) or recoupment for any reason, including the unenforceability or invalidity of this Member Agreement, the bankruptcy, insolvency, liquidation or reorganization of the Company, any Event of Default or withdrawal under this Member Agreement by any other Member, any breach by the Company or any other party of any obligation to the Member, whether under this Member Agreement, the Operating Agreement or otherwise, or any indebtedness or liability at any time owing to the Member by the Company, or any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, or the destruction by fire or other casualty of the Aeronautical Equipment or Company Property or any portion thereof, commercial frustration of purpose, any change in the tax or other laws or administrative rulings or administrative actions by the United States of America or the State of California or any political subdivision of either, the taking of title thereto or the use thereof by the exercise of the power of eminent domain or the termination of the Lease and License Agreement.

12.6 Operating Reserve Account.

To secure the prompt payment by each Member of the amounts due from it each month under this Member Agreement, the Company shall establish and maintain an Operating Reserve Account in an amount determined by the Member Committee. The Company may draw upon the Operating Reserve Account immediately upon and at any time after a failure by a Member to pay or perform its obligation to cover such payment or performance obligation of such Member under this Member Agreement. A defaulting Member shall not be entitled to prior notice of or have the right to consent to any draw from the Operating Reserve Account, and shall immediately replenish the Operating Reserve Account and reimburse the Company and the non-Defaulting Members, if applicable, for any costs and penalties associated with the draw therefrom. The Company may establish the Operating Reserve Account by actual Member deposits, letters of credit, loans or other credit facilities or by securing a line of credit. In the event that the Operating Reserve Account is established with Member deposits, it shall be held by such institutions, and the monies therein invested, as the Company shall determine.

12.7 Operating Reserve Account Charge.

The costs associated with the establishment and maintenance of the Operating Reserve Account, other than the costs associated with a Member's default, shall be part of the Total Facility Charge.

ARTICLE 13. DEFAULT

13.1 Events of Default and Termination.

An Event of Default with respect to a Member shall exist if any one or more of the following events shall occur:

(a) The failure of the Member to pay any amount when due under this Member Agreement in accordance with the terms hereof, which failure continues unremedied for ten (10) days following a Member's receipt of written notice of the amount overdue; or

(b) The failure by the Member punctually and properly to perform any covenant, agreement, obligation, term or condition contained herein which is not cured within thirty (30) days of notice from the Company; or

(c) The Member shall (i) commence a voluntary case under any chapter of the Federal Bankruptcy Code (11 U.S.C. § 101, et seq., as amended) as now or hereafter in effect, or shall consent to (or fail to controvert in a timely manner) the commencement of an Involuntary case against the Member under said Code; (ii) institute proceedings for liquidation, termination, dissolution, rehabilitation, readjustment or composition (or for any related or similar purpose) under any law (other than the Federal Bankruptcy Code as now or hereafter in effect) relating to financially distressed debtors, their creditors or property, or shall consent to (or fail to controvert in a timely manner) the institution of any such proceedings against the Member; (iii) make an assignment for the benefit of creditors or enter into any arrangement for the adjustment or composition of debts or claims; (iv) apply for or consent to the appointment of, or the taking possession by, a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of itself or any of its property; or (v) take corporate action for the purpose or with the effect of authorizing, acknowledging or confirming the taking or existence of any action or condition specified in clause (i), (ii), (iii) or (iv) above; or

(d) The Member shall be insolvent (within the meaning of any applicable law), or shall be unable, or shall admit in writing its inability, to pay its debts as they become due, or take corporate action for the purpose or with the effect of authorizing or confirming the taking or existence of any action or condition specified in this Section 13.1(d); or

(e) A court or other governmental authority or agency having jurisdiction shall enter a decree or order (i) for the appointment of a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of the Member of any part of its property, or for the winding-up or liquidation of its affairs, and such decree or order shall remain in force undischarged and unstayed for a period of more than thirty (30) days or (ii) for the sequestration or attachment of any material part of the property of the Member without its unconditional return to the possession of the Member or its unconditional release from such sequestration or attachment within thirty (30) days thereafter; or

(f) A court having jurisdiction shall enter an order for relief in any involuntary case commenced against the Member under the Federal Bankruptcy Code as now or hereafter in effect, and such order shall remain in force undischarged and unstayed for a period of more than thirty (30) days; or

(g) A court or other governmental authority or agency having jurisdiction shall enter a decree or order approving or acknowledging as properly filed or commenced against the Member a petition or proceedings for liquidation, rehabilitation, readjustment or composition (or for any related or similar purpose) under any law (other than the Federal Bankruptcy Code as now or hereafter in effect) relating to financially distressed debtors, their creditors or property, and such petition or proceedings shall not be dismissed within thirty (30) days of the date of filing or commencement.

13.2 Consequences of Default.

(a) Report to Company. If any Member knows of an Event of Default or of facts that lead it to believe an Event of Default has occurred, then it shall use its best efforts immediately to provide notice in writing to the Company.

(b) Notice of Defaulting Member. The Company shall give notice to the defaulting Member and any other person entitled thereto as soon as practicable after receipt of notice from any credible source that there has been an Event of Default under this Member Agreement. Such Member shall have ten (10) days (or such longer period as is permitted under this Member Agreement) from the date of such notice in which to cure such Event of Default. If such Event of Default has not been cured within the ten (10) day (or longer, if permitted by this Member Agreement) period, the defaulting Member shall be retroactively billed by the Company as a Non-Member User from the date of the Event of Default and shall continue to be billed as a Non-Member User until one (1) month after the defaulting Member has cured the Event of Default if, during such one (1) month period, the Member has paid when due all monies owed the Company and has otherwise cured the Event of Default and performed all of its obligations hereunder. As an additional remedy hereunder, the Company may terminate the membership of such defaulting Member pursuant to this Member Agreement, and thereupon, the defaulting Member shall cease to be a Member hereunder. In the event that a Member has filed for protection under the laws protecting creditors, such Member shall have a period of time specified by the laws then in effect under which to assume this Member Agreement, and if such assumption is not made within this period, such defaulting Member shall be treated as a Non-Member User. Such defaulting Member, during the period of any Event of Default under this Member Agreement, shall remain subject to all obligations herein as a Member but shall have no rights to vote as a Member nor shall its Member Representative vote as a Member with respect to the Company or hold a seat on the Executive Committee nor shall its Usage be counted respecting any majority-in-interest, any super majority-in-interest or otherwise in connection with any voting. Notwithstanding anything to the contrary contained in this Member Agreement, calculation of any majority-in-interest or super majority-in-interest in voting with respect to a defaulting Member shall not include the Usage of such defaulting Member in the aggregate Usage of all Members nor count such defaulting Member as a Member. A Member which has defaulted under this Article 13 shall not be relieved of any of the responsibilities, liabilities or obligations of a Member hereunder because of its default.

(c) Collection. The Company shall have a claim, which the Consortium Manager is authorized to pursue and collect, against any defaulting Member in an amount equal to any payment due, together with costs associated with any draw on the Operating Reserve Account, penalties, interest on the defaulted payment amount from the date it was due, and expenses of collection as provided herein, including amounts due or owed to non-defaulting Members as provided in Section 12.5(b) hereof. Such claim may be enforced, immediately upon the occurrence of and after any default of a Member, by: (i) terminating the defaulting Member's right to use the Aeronautical Equipment and the Company Property; and (ii) pursuing any and all other legal or equitable remedies available to the Company or the Operator.

13.3 Reimbursement.

In the event that the Members have been required to pay on behalf of a defaulting Member, the Members shall be reimbursed by the Company, pro rata, according to the respective amounts advanced as monies are collected from a defaulting Member.

13.4 Costs.

The defaulting Member shall be liable for all reasonable costs and expenses, including reasonable attorneys' fees and disbursements at trial or on appeal, expended in order to collect or attempt to collect any amounts due or owed. Any amounts due from or owed by a defaulting Member hereunder may be offset against any amounts otherwise payable to such defaulting Member by the Company.

ARTICLE 14. AERONAUTICAL EQUIPMENT; COMPANY PROPERTY

14.1 Aeronautical Equipment.

The Company shall use, operate and maintain the Aeronautical Equipment in accordance with the provisions of the Lease and License Agreement.

14.2 Additional Equipment.

In accordance with Section 8 of the Lease and License Agreement, the Company and its Members may collectively, through this Member Agreement and the Operating Agreement and with prior written approval of the Chief Executive Officer, cause any New Aeronautical Equipment, Replacement Aeronautical Equipment, or Company Property to be designed, constructed, modified, leased, purchased, acquired or financed by the Airport or by the Company, as appropriate ("Additional Equipment"). Such equipment shall be classified by the Member Committee as Aeronautical Equipment or Company Property, as appropriate, at the time it is added; provided, however, that the acquisition of any Company Property shall require the vote of a Company Super Majority-In-Interest if involving an expenditure of more than \$100,000 and by a Company Majority-In-Interest if involving an expenditure of \$100,000 or less. In the event that it is determined that the Company will procure any New Aeronautical Equipment or any Replacement Aeronautical Equipment, all such procurement shall be based on competitive bids awarded to the lowest responsible bidder, in accordance with the procurement processes and procedures defined under Section 8.03(b)(iii)(B) of the Lease and License Agreement.

14.3 Special Equipment.

One or more Members may, with the prior written approval of the Company and the Chief Executive Officer, construct Aeronautical Equipment that may operate alone or in conjunction with the Aeronautical Equipment, but be used by less than all of the Members ("Special Equipment"). Any such Special Equipment shall be reviewed and approved-in advance by the Company and the City and must be fully compatible with the Aeronautical Equipment. The costs of designing, constructing, and maintaining such Special Equipment shall be borne solely by those Members using the Special Equipment shall not be charged as part of the Total Facility Charge and shall not become part of the Aeronautical Equipment or Company Property without approval of the Chief Executive Officer and a Company Super Majority-In-Interest.

14.4 Company Property.

The Company shall arrange for the transfer, purchase, lease or other acquisition of equipment to be used for Company operations as well as equipment to be used in the operations of the Company and the Members at TBIT, T2, T3 and T5 (the "Company Property"). The Members agree to the transfer, purchase, lease or acquisition of the initial Company Property. Company Property in addition to the initial Company Property may be acquired by agreement of a Company Super Majority-In-Interest if involving an expenditure of more than \$100,000 and by a Company Majority-In-Interest if involving an expenditure of \$100,000 or less.

ARTICLE 15. LIABILITY, EXCULPATION AND INDEMNIFICATION

15.1 Member Liability Related to Equipment Use.

Each Member (the "Indemnitor") shall defend, indemnify, and hold harmless the Company and Covered Persons against and from any and all liability, claims, suits, judgments, losses, damages, settlements or costs (including reasonable attorneys' fees and expenses) for injuries to or deaths of persons or loss of or damage to property (including financial loss) arising from: (i) the use of the Aeronautical Equipment by the Indemnitor or its employees, agents, contractors, or invitees; or (ii) any failure by the Indemnitor to pay all amounts when due or any other breach by the Indemnitor of this or any related agreement. The Indemnitor shall accept and defend all such claims and suits regardless of the merit thereof (including investigation, pleading, discovery, motions, trial and appeal) at Indemnitor's sole cost and expense, and including any settlement thereof. The Company and Covered Persons shall cooperate in the defense as reasonably requested by the Indemnitor at the Indemnitor's expense. Indemnitor's obligation and Covered Persons' rights under this Section 15.1 shall survive the withdrawal of Indemnitor as a Member or the termination of this Member Agreement.

15.2 Company Liabilities.

(a) Except as otherwise provided, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

(b) To the fullest extent permitted by applicable law, but without limiting the provisions of Sections 15.1 and 15.5, a Member, in its capacity as Member, shall have no liability in excess of (a) the amount of its Capital Contributions, (b) its share of any assets and undistributed profits, if any, of the Company, (c) its obligation to make other payments expressly provided for in this Member Agreement, and (d) the amount of any distributions wrongfully distributed to it.

(c) In the event that one or some but not all Members or Covered Persons are named in an action against the Company related to Company debts, liabilities or obligations, the named Covered Persons shall have the right to interplead all Members of the Company in the action and shall be entitled to indemnification by the Company for any loss, cost, liability or expense related to being so named pursuant to Section 15.5 and 15.6 below.

15.3 Exculpation.

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company or as a Member Representative to the Member Committee or the Executive Committee and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by or pursuant to this Member Agreement or as a Member Representative to the Member Committee or the Executive Committee, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's negligence or willful misconduct.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company or such Covered Person by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company or such Covered Person, including information, opinions, reports or statements as to the

value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

15.4 Fiduciary Duty.

To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Member Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Member Agreement and, to the fullest extent permitted by law, shall not be liable for monetary damages for breach of any such duties. Duties (including fiduciary duties) and liabilities, whether existing at law or in equity, of Covered Persons, are hereby restricted to the fullest extent permitted by law. The parties hereby agree that the provisions of this Member Agreement that restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity (including the provisions of the foregoing sentence) are intended by the parties hereto to replace and restrict such other duties and liabilities of such Covered Person.

15.5 Indemnification by the Company.

To the fullest extent permitted by applicable law a Covered Person shall be entitled to indemnification from the Company for any loss, expense (including reasonable attorneys' and other professionals' fees), damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Member Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any such loss, expense, damage or claim incurred by such Covered Person by reason of such Covered Person's own negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 15.5 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

15.6 Expenses.

To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding, other than a claim, demand, action, suit or proceeding under Section 15.1, shall be advanced by the Company from time to time prior to the final disposition of such claim, demand, action, suit or proceeding upon request therefor by such Covered Person and receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by a court of competent jurisdiction that the Covered Person is not entitled to be indemnified as authorized in Section 15.5 hereof.

15.7 Insurance.

The Company may purchase and maintain insurance, to the extent and in such amounts as a Company Majority-In-Interest may, in its sole discretion, deem reasonable, on behalf of Covered Persons and the City and such other persons as a Company Majority-In-Interest may determine, against any liability that may be asserted against or expenses that may be incurred by any such person in connection with the activities of the Company or indemnities, regardless of whether the Company would have the power to indemnify such person against such liability under the provisions of this Member Agreement. The Company may enter into indemnity contracts with Covered Persons and such other persons as a Company Majority-In-Interest shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 15.5 hereof and containing such other procedures regarding indemnification as are appropriate.

15.8 Outside Businesses.

Any Member or Affiliate thereof may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company,

and the Company and the Members shall have no rights by virtue of this Member Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. No Member or Affiliate thereof shall be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member or Affiliate thereof shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity. A Member shall, however, disclose to the other Members any benefits or advantages that may accrue to it on account of a decision or action to be taken by the Company (other than any benefits or advantages accruing because of its Membership in the Company).

ARTICLE 16. WITHDRAWAL

16.1 Cessation of Operations.

If a Member decides to withdraw from this Member Agreement (subject to the limitations set forth in Section 16.4, and the provisions of Section 4.7 hereof), that Member (hereinafter "Withdrawing Airline") may submit a written Notice of Withdrawal to the Company no less than sixty (60) days prior to the date on which such Member shall withdraw, which Notice of Withdrawal shall specify the desired Withdrawal Date.

16.2 Withdrawal Commitment and Deposits.

The Withdrawing Airline shall pay an amount equal to two times its average monthly share of the Net Facility Charge as calculated using the twenty-four (24) months preceding the month in which notice of withdrawal is given (the "Withdrawal Commitment"). The Withdrawing Airline shall deposit its Withdrawal Commitment with the Company (the "Withdrawal Deposit"). No withdrawal shall be allowed until all amounts due and owing by the Withdrawing Airline for use of the Aeronautical Equipment, the Company Property and the Services are paid in full, including the Withdrawal Deposit. No return or refund of any part of the Withdrawal Deposit shall be made by the Company. A Withdrawing Airline shall continue to be liable after the Withdrawal Date for such Withdrawing Airline's allocated share (calculated in accordance with Article 12 hereof) for any claim or liability for matters which occurred or accrued during the time such Withdrawing Airline was a Member up to and including the Withdrawal Date. In the event that all Members except one have withdrawn from this Member Agreement, then each Withdrawing Airline that has been a Member at any time during the five-year period preceding the withdrawal of all Members except one shall be liable for obligations to the Company and the City incurred prior to the withdrawal of all Members except one, to the extent that such Withdrawing Airline's aggregate Usage during such five-year period bears to the total of all such Withdrawing Airlines' and the one remaining Member's aggregate Usage during such five-year period or such shorter period of actual operation. The obligations of each Member set forth in the last two sentences of this Section 16.2 shall survive any withdrawal by such Member from this Member Agreement.

16.3 Termination.

Upon payment of the Withdrawal Commitment to the Company, and upon payment of all other amounts payable by the Withdrawing Airline, this Member Agreement shall terminate as to the Withdrawing Airline only.

16.4 Limitation on Withdrawal.

Notwithstanding anything herein to the contrary, no Member may withdraw from this Member Agreement under any of the following circumstances:

- (a) during any period of time when the Airport or TBIT, T2, T3 and T5 is shut down or inoperable for any reason; or

- (b) if an Event of Default exists or by reason of such withdrawal would exist under the Lease and License Agreement; or
- (c) if immediately after such withdrawal, no Members would be a party to this Member Agreement.

ARTICLE 17. DISSOLUTION, LIQUIDATION AND TERMINATION

17.1 No Dissolution.

The Company shall not be dissolved by, and the Company shall continue without dissolution or the winding up of its affairs in the event of the occurrence of any one or more of the following events (or any other event except as set forth in Section 17.1): the admission of one or more Additional Members; the termination or withdrawal of one or more Members; any Member ceasing to be a Member of the Company; or the bankruptcy, insolvency or dissolution of one or more Members.

17.2 Events Causing Dissolution.

Subject to the restrictions on dissolution found in Article 2 of this Agreement, the Company shall be dissolved and its affairs shall be wound up only upon the occurrence of any of the following events:

- (a) the written consent of a Company Super Majority-In-Interest of Members to such dissolution;
- or
- (b) the entry of a decree of judicial dissolution.

17.3 Liquidation.

Upon dissolution of the Company, the Members shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The proceeds of liquidation shall be distributed in the following order and priority:

- (a) to creditors of the Company, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for distributions to Members and former Members; and
- (b) to the then-Members pro rata in accordance with their Capital Contributions; and
- (c) after the foregoing distributions, any remaining balance as follows: 10% per capita among the then-Members and the remaining 90% according to the proportion that each then-Member's Usage bears to the total of all then-existing Members' Usage, with Usage determined as the aggregate amount of Usage for the two (2) years immediately preceding the month of such distribution (or such shorter period of actual operation of the Company). Notwithstanding the foregoing, there shall be set off against the amount otherwise distributable to any Member any and all amounts owed to the Company by such Member.

17.4 Termination.

The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article 18 and the Certificate shall have been canceled.

17.5 Claims of the Members.

The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions in accordance with Section 17.3, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE 18. MISCELLANEOUS

18.1 Covenant To Sign Documents.

Each Member covenants, on behalf of itself, its successors and assigns, to execute, with acknowledgment or affidavit if required, any and all documents and writings, and any opinions, which may be necessary or expedient in the implementation of this Member Agreement.

18.2 Attorneys' Fees.

In the event any dispute among the parties hereto should result in litigation, the prevailing party shall be reimbursed for all reasonable costs including reasonable attorneys' fees.

18.3 Notices.

All notices provided for in this Member Agreement shall be in writing, duly signed by the party giving such notice, and shall be delivered by hand, mailed via an overnight courier service, mailed by registered or certified mail, as follows:

(a) if given to the Company at the address specified in Section 2.4 of this Member Agreement as such address may be changed from time to time pursuant to this Section 18.3; or

(b) if given to any Member at the address set forth on Schedule A, or at such other address as such Member may hereafter designate from time to time by written notice to the Company.

All such notices shall be deemed to have been given when received.

18.4 Counterparts.

This Member Agreement may be executed in any number of counterparts and by the various Members on separate counterparts, all of which taken together constitute one and the same Instrument. A signed counterpart is as binding as an original.

18.5 Applicable Law.

This Member Agreement is to be governed by and construed under the laws of the State of California with regard to the organization and internal affairs of the Company and the liability and authority of its Members and any managers.

18.6 Not a Partnership.

Except to the extent expressly provided by this Member Agreement, neither this Member Agreement nor the relationship of the Members as a consequence of their participation in the lease and operation of the Aeronautical Equipment and the Company Property creates a partnership, joint venture or agency relationship between the parties to this Member Agreement. No Member may commit any other Member to any debt or obligation of any type whatsoever other than as specifically provided herein or in other documents signed by or binding on a Member.

18.7 Amendments.

(a) Except as described in Subsection (b) below or otherwise expressly indicated herein, this Member Agreement may be amended only by the Company and the Members constituting a Company Super Majority-In-Interest provided that such amendment has been approved in writing by the Chief Executive Officer. An amendment shall be effective only if evidenced by a writing which sets forth the text of the amendment and which is signed by the Company and the requisite number of Members approving the amendment.

(b) Each party hereto, by execution of a counterpart of this Member Agreement, consents to the addition of other Members from time to time pursuant to Article 5.

18.8 Assignment.

The rights and obligations of any Member hereunder may not be pledged, encumbered, assigned or transferred in any way, except to a transferee of such Member's Interest in the Company. Subject to this restriction on assignment, the obligations hereunder are binding on the successors and assigns of each Member. Notwithstanding the foregoing, the Company may assign its rights hereunder to a third person to the extent the Company deems appropriate for the financing of any Additional Equipment or other general purposes. In connection therewith, each of the Members consents to the pledge, collateral assignment and grant of security interest in the Company's rights under, and claims against each of the Members, pursuant to this Member Agreement.

18.9 U.S. Currency.

Any payments required by this Member Agreement from one party to any other shall be made with U.S. Dollars in locally collectible funds.

18.10 Entire Agreement.

This Member Agreement represents the parties' entire agreement. There are no other agreements or promises, written or oral, incorporated herein except as specifically set forth in this Member Agreement.

18.11 Severability.

If any provision of this Member Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void against the Company or one or more Members (including in the event of a bankruptcy of any Member), that provision, to the extent necessary shall be modified so as to be enforceable and as nearly as possible reflect the original intention of the parties hereto, it being agreed and understood by the parties hereto that (a) this Member Agreement and all the provisions hereof shall be enforceable in accordance with their respective terms to the fullest extent permitted by law, and (b) the remainder of this Member Agreement shall remain in full force and effect.

18.12 Failure to Pursue Remedies.

The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Member Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

18.13 Limitation of Rights.

Nothing in this Member Agreement expressed or implied is intended or shall be construed to give to any person other than the Company and the Members any legal or equitable right, remedy or claim under or in respect of this Member Agreement or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Company and the Members.

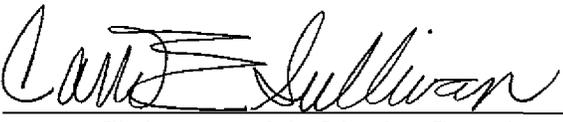
18.14 Airport Approval Rights.

Without limiting other provisions herein, the Operating Agreements, the Facility Access Agreement, the Equipment Use Agreement, this Member Agreement and all amendments thereto and all procurement conducted by the Company related to the Consortium Manager, the provision of the Services, the Maintenance Operators for the operation, maintenance, acquisition or replacement of the Aeronautical Equipment shall be conducted in accordance with the terms of the Lease and License Agreement and will be subject to the prior approval of the Chief Executive Officer or the City, pursuant to the terms of the Lease and License Agreement.

#####

SIGNED AND AGREED:

TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY, INC.

By: 
Chairperson of the Member Committee

MEMBER: _____,

A _____ organized under the laws of _____

By: _____

Name and Title:

Member Address for Notices:

SCHEDULES AND APPENDICES

- Schedule A: Names and Notice Addresses of Members
(to be delivered when Initial Members determined)
- Schedule B: Voting Requirements
- Schedule C: Formulas for Calculation of Usage
- Appendix A-1: Air Carriers Invited To Become Initial Members During 2011
- Appendix A-2: T2 Air Carriers Invited To Become Additional Members Through The Execution Of Amended And Restated Member Agreement March 2013
- Appendix A-3: T3 Air Carriers Invited To Become Additional Members Through The Execution Of Amended And Restated Member Agreement
- Appendix A-4: T5 Air Carriers Invited To Become Additional Members Through The Execution Of This Amended And Restated Member Agreement

SCHEDULE A
NAMES AND NOTICE ADDRESSES OF MEMBERS

No.	Member Name	Member Address
1	ABC Airlines	Street City, State, Zip Attention: E-mail Address Phone
2	XYZ Airlines	Street City, State, Zip Attention: E-mail Address Phone

SCHEDULE B
VOTING REQUIREMENTS

Majority-In-Interest Approval Required		Company	TBIT	T2	T3	T5
Section	Action					
Definitions	Select Auditor	X				
Definitions	Unspecified Votes	X	X	X	X	X
Definitions	Withdrawal Date	X				
2.7	Terminate Member Agreement if Lease and License Agreement Terminated	X				
4.5	Escalation of membership fee	X				
4.7	Member security deposit	X				
6.1	Amount of Capital Contribution	X				
7.2	Reimburse Members for Incurring Company Expenses	X				
8.2(b)	Unspecified Actions	X				
8.2(d)(i)	Maintenance Operator Selection	X	X	X	X	X
8.2(d)(iii)	Consortium Manager Selection	X				
8.2(h)	Requirement for Quorum	X				
8.3	Chairperson and Vice Chairperson Selection	X				
8.3	Substitute Meeting Chairperson Selection	X				
8.4	Authorize Contracts	X	X	X	X	X
8.5(a)	Select and Remove Executive Committee Members	X				
8.6	Establish Operations Committee		X	X	X	X
8.6(c)	Requirement for Operations Committee Quorum		X	X	X	X
8.6(c)	Requirement for Operations Committee Actions		X	X	X	X
10.3	Approve Equipment Use Agreement	X				
10.5	Approve Equipment Access Agreement	X				
11.1	Approve Selection of Consortium Manager and Consortium Manager Agreement	X				
11.3	Approve Selection of Maintenance Operator and Maintenance Operator Agreement		X	X	X	X
12.4(c)	Request Meeting	X				
14.2	Acquire Additional Equipment for Less Than \$100,000	X				
14.4	Acquire Company Property for Less Than \$100,000	X				
15.7	Procure Insurance	X				
Schedule C	Amend Schedule C	X				

Company Super Majority-In-Interest Approval Required

Section	Action
Definitions	Calculate Usage
3.3	Merge into or with Another Company
12.2(a)	Amend Schedule C
14.2	Acquire Additional Equipment for More Than \$100,000
14.3	Special Equipment Costs Part of Total Facility Charge
14.4	Acquire Company Property for More Than \$100,000
17.2	Vote to Dissolve
18.7(a)	Amend Member Agreement

Chief Executive Officer Approval Required

Section	Action
Definitions	Consortium Manager Selection
Definitions	Maintenance Operator Selection
3.3	Merge into or with Another Company
7.5	Transfer to Subsidiary
10.1	Standards and Practices
10.3	Approve Equipment Use Agreement
10.3	Approve Non-Member User Fees
10.5	Approve Equipment Access Agreement
10.5	Approve Handler Fees
11.1	Consortium Manager Selection
11.3	Maintenance Operator Selection
14.2	Acquire Additional Equipment
14.3	Special Equipment Costs Part of Total Facility Charge
18.7	Amend Member Agreement
18.14	Maintenance Operator and Aeronautical Equipment Procurement
Schedule C	Amend Schedule C

SCHEDULE C
FORMULAS FOR CALCULATION OF USAGE

Until changed by a Company Majority-In-Interest and the Executive Director's approval, each Member's Usage shall be determined as described below:

- A. Company Voting. Company Voting applies to issues that affect all Members including, but not limited to, budget approvals, Executive Committee elections, procurement of Company Property, Selection of a Consortium Manager, and the approval of Indirect Cost contracts. The vote of the Members, whether representing a Company Majority-in-Interest or a Company Super Majority-In-Interest, requires both the affirmative votes of a certain number of Members and the affirmative votes of Members representing a certain percentage of the Usage.

Each Member's Usage for purposes of determining a Company Majority-In-Interest or a Company Super Majority-In-Interest under the Member Agreement shall be determined as follows:

- 50% shall be based upon each Member's number of Flights operated at TBIT, T2, T3 and/or T5 in the preceding twelve (12) calendar months.
- 50% shall be based upon the sum of each Member's Enplaned Passengers and Deplaned Passengers at TBIT, T2, T3 and/or T5 in the preceding twelve (12) calendar months.

- B. TBIT Voting. TBIT Voting applies to issues that affect Members located and primarily operating at TBIT including, but not limited to, TBIT dedicated Operating Agreements and Direct Costs included in the TBIT Cost Center. The vote of these Members, whether representing a TBIT Majority-in-Interest or a TBIT Super Majority-In-Interest, requires both the affirmative votes of a certain number of Members and the affirmative votes of Members representing a certain percentage of the Usage.

Each Member's Usage for purposes of determining a TBIT Majority-In-Interest or a TBIT Super Majority-In-Interest under the Member Agreement shall be determined as follows:

- 50% shall be based upon each Member's number of Flights operated at TBIT in the preceding twelve (12) calendar months.
- 50% shall be based upon the sum of each Member's Enplaned and Deplaned Passengers at TBIT in the preceding twelve (12) calendar months.

- C. T2 Voting. T2 Voting applies to issues that affect Members located and primarily operating at T2 including, but not limited to, T2 dedicated Operating Agreements and Direct Costs included in the T2 Cost Center. The vote of these Members, whether representing a T2 Majority-in-Interest or a T2 Super Majority-In-Interest, requires both the affirmative votes of a certain number of Members and the affirmative votes of Members representing a certain percentage of the Usage.

Each Member's Usage for purposes of determining a T2 Majority-In-Interest or a T2 Super Majority-In-Interest under the Member Agreement shall be determined as follows:

- 50% shall be based upon each Member's number of Flights operated at T2 in the preceding twelve (12) calendar months.

- 50% shall be based upon the sum of each Member's Enplaned and Deplaned Passengers at T2 in the preceding twelve (12) calendar months.

D. **T3 Voting.** T3 Voting applies to issues that affect Members located and primarily operating at T3 including, but not limited to, T3 dedicated Operating Agreements and Direct Costs included in the T3 Cost Center. The vote of these Members, whether representing a T3 Majority-in-Interest or a T3 Super Majority-In-Interest, requires both the affirmative votes of a certain number of Members and the affirmative votes of Members representing a certain percentage of the Usage.

Each Member's Usage for purposes of determining a T3 Majority-In-Interest or a T3 Super Majority-In-Interest under the Member Agreement shall be determined as follows:

- 50% shall be based upon each Member's number of Flights operated at T3 in the preceding twelve (12) calendar months.
- 50% shall be based upon the sum of each Member's Enplaned and Deplaned Passengers at T3 in the preceding twelve (12) calendar months.

E. **T5 Voting.** T5 Voting applies to issues that affect Members located and primarily operating at T5 including, but not limited to, T5 dedicated Operating Agreements and Direct Costs included in the T5 Cost Center. The vote of these Members, whether representing a T5 Majority-in-Interest or a T5 Super Majority-In-Interest, requires both the affirmative votes of a certain number of Members and the affirmative votes of Members representing a certain percentage of the Usage.

Each Member's Usage for purposes of determining a T5 Majority-In-Interest or a T5 Super Majority-In-Interest under the Member Agreement shall be determined as follows:

- 50% shall be based upon each Member's number of Flights operated at T5 in the preceding twelve (12) calendar months.
 - For the first year of T5 operations 50% shall be based upon each Member's number of Flights operated at T2, T3, or T6 in the preceding twelve (12) calendar months.
- 50% shall be based upon the sum of each Member's Enplaned and Deplaned Passengers at T5 in the preceding twelve (12) calendar months.
 - For the first year of T5 operations 50% shall be based upon each Member's number of Enplaned and Deplaned Passengers at T2, T3, or T6 in the preceding twelve (12) calendar months.

F. **Payments.** Each Member's Usage shall be equal to the payments required to be made pursuant to Article 12 of the Member Agreement. Payments shall be calculated separately for each cost center and shall be determined as follows:

Company Cost Center

- 10% shall be based upon equal per capita sharing among all Members.
- 45% shall be based upon each Member's number of Flights operated at TBIT, T2 T3 and/or T5.

- 45% shall be based upon the sum of each Member's Enplaned Passengers and Deplaned Passengers processed at TBIT, T2T3 and/or T5.

TBIT Cost Center

- 10% shall be based upon equal per capita sharing among Members operating at TBIT.
- 45% shall be based upon the number of Flights operated at TBIT.
- 45% shall be based upon the sum of the Enplaned Passengers and Deplaned Passengers processed at TBIT.

T2 Cost Center

- 10% shall be based upon equal per capita sharing among Members operating at T2.
- 45% shall be based upon the number of Flights operated at T2.
- 45% shall be based upon the sum of the Enplaned Passengers and Deplaned Passengers processed at T2.

T3 Cost Center

HOLDROOMS

- Common Use Holdrooms – LAWA Rental.....100% per Flight processed at T3.
- Common Use Holdrooms – Custodial Services.....100% per Enplaned Passenger processed at T3.
- Preferential Use Holdrooms – LAWA Rental.....100% per T3 Preferential Use Area square footage.
- Preferential Use Holdrooms – Custodial Services.....100% Per T3 Preferential Use Area square footage.
- VX Leased Holdrooms – LAWA Rental.....100% VX. (Not a cost of the Company)
- VX Leased Holdrooms - Custodial Services.....100% VX.

BAGGAGE CLAIMS

- Common Use Baggage Claim – LAWA Rental.....100% per Deplaned Passenger processed at T3.
- Common Use Baggage Claim - Custodial Services.....100% per Deplaned Passenger processed at T3.
- Common Use Baggage Claim - O&M Services.....100% per Deplaned Passenger processed at T3.
- VX Leased Baggage Claims – LAWA Rental.....100% VX (Not a cost of the Company)
- VX Leased Baggage Claims - Custodial Services.....100% VX
- VX Leased Baggage Claims - O&M Services.....100% VX

COMMON USE OUTBOUND BAGGAGE HANDLING SYSTEMS

- Common Use Outbound BHS - LAWA Rental.....10% based upon equal per capita sharing among Members operating at T3.

- Common Use Outbound BHS – O&M Expenses 10% based upon equal per capita sharing among Members operating at T3.
- Common Use Outbound BHS – O&M Expenses 90% based on the sum of the Enplaned Passengers and Deplaned Passengers processed at T3.

PASSENGER BOARDING BRIDGES

- Common Use PBBs - O&M Services 100% per Flight processed at T3.
- Common Use PBBs - Capital Charges 100% per Flight processed at T3.
- Preferential Use PBBs - O&M Services 100% per T3 Preferential Use Gate.
- Preferential Use PBBs - Capital Charges 100% per T3 Preferential Use Gate.
- VX Preferential Use PBBs - O&M Services 100% VX.
- VX Preferential Use PBBs - Capital Charges 100% VX.

OTHER DIRECT COSTS

- Gate Management Services 10% based upon equal per capita sharing among Members operating at T3.
- Gate Management Services 90% based on the sum of the Enplaned Passengers and Deplaned Passengers processed at T3.
- Security/Passenger Services 100% based on the sum of the Enplaned Passengers and Deplaned Passengers processed at T3
- Wheelchair Services 100% based on the sum of the Enplaned Passengers and Deplaned Passengers processed at T3
- Management Labor Costs – T3 Assigned Staff 10% based upon equal per capita sharing among Members operating at T3.
- Management Labor Costs – T3 Assigned Staff 45% based on the sum of the Enplaned Passengers and Deplaned Passengers processed at T3.
- Management Labor Costs – T3 Assigned Staff 45% based upon the number of Flights operated at T3.

Preferential gate use of Terminal 3 facilities granted by LAWA to any TBITEC Member will be honored by all airlines operating at Terminal 3, in accordance with the provisions provided by LAWA in such grant. If any carrier utilizes the preferential facilities of another, the using carrier will be appropriately charged and the accommodating carrier will be appropriately credited.

T5 Cost Center

DIRECT COSTS

- Common Use Holdrooms – Rental Costs Per Turn

- Common Use Holdrooms – Custodial Services..... Per Enplaned Passengers
- Preferential Use Holdrooms – Rental Costs..... Per Square Foot
- Preferential Use Holdrooms – Custodial Services... Per Square Foot
- Leased Holdrooms - Rental Costs..... 100% To Leaseholder (Not a cost of the consortium)
- Leased Holdrooms - Custodial Services..... 100% To Leaseholder

- Common Use Baggage Claim – Rental Costs..... Per Deplaned Passenger
- Common Use Baggage Claim - Custodial Services... Per Deplaned Passenger
- Common Use Baggage Claim - O&M Services..... Per Deplaned Passenger
- Leased Baggage Claims – Rental Costs..... 100% To Leaseholder (Not a cost of the consortium)
- Leased Baggage Claims - Custodial Services..... 100% To Leaseholder
- Leased Baggage Claims - O&M Services..... 100% To Leaseholder

- Gate Management Services..... 10% Per Capita/90% Per Passenger

- Common Use Outbound BHS - LAWA Rental..... 10% Per Capita/90% Per Passenger
- Common Use Outbound BHS – Maint. Charges..... 10% Per Capita/90% Per Passenger

- Common Use PBBs - O&M Services..... Per Turn
- Common Use PBBs - Capital Charges..... Per Turn
- Preferential Use PBBs - O&M Services..... Per Gate
- Preferential Use PBBs - Capital Charges..... Per Gate

- Security/Passenger Services..... Per Enplaned + Deplaned Passenger
- Wheelchair Services..... Per Enplaned + Deplaned Passenger
- Management Labor Costs – Assigned Staff..... 10% Per Capita/45% Per Passenger/45% Per Flight

INDIRECT COSTS

- Management Labor Costs – Allocated Staff 10% Per Capita/45% Per Passenger/45% Per Flight
- Startup/Mobilization..... 10% Per Capita/45% Per Passenger/45% Per Flight
- Furniture/Computers..... 10% Per Capita/45% Per Passenger/45% Per Flight
- Supplies & Materials..... 10% Per Capita/45% Per Passenger/45% Per Flight
- General Liability Insurance..... 10% Per Capita/45% Per Passenger/45% Per Flight
- TBITEC Office Lease Payment..... 10% Per Capita/45% Per Passenger/45% Per Flight
- Legal/Accounting..... 10% Per Capita/45% Per Passenger/45% Per Flight

The scope and preferential use detail related to the future use of Terminal 5 have not yet been agreed to by LAWA, the airlines and TBITEC. As a result, the Direct Costs allocations listed above should be considered preliminary.

Preferential gate use of Terminal 5 facilities granted by LAWA to any TBITEC Member will be honored by all airlines operating at Terminal 5, in accordance with the provisions provided by LAWA in such grant. If any carrier utilizes the preferential facilities of another, the using carrier will be appropriately charged and the accommodating carrier will be appropriately credited.

G. Proportional Payments. Proportional payments will be calculated for Member In-Transit Flights, Member Domestic Flight Operations to reflect the portion of the Aeronautical Equipment, Company Property and Services used by such Members for such operations and in accordance with the rules, regulations and procedures then in effect at the Airport.

H. Definitions.

"Enplaned Passengers" shall mean, with respect to flights operated by a Member, all originating and all outgoing on-line transfer and off-line transfer revenue and non-revenue passengers, excluding infants under two (2) years of age, departing from TBIT, T2, T3 or T5.

"Deplaned Passengers" shall mean, with respect to flights operated by a Member, all terminating and all incoming on-line transfer and off-line transfer revenue and non-revenue passengers arriving at TBIT, T2 T3 or T5, excluding infants under two (2) years of age.

"Domestic Flights" shall mean, with respect to flights operated by a Member, all flights departing to or arriving from domestic locations.

"In-Transit Flights" shall mean, with respect to flights arriving from a non-domestic location, operated by a Member, temporarily deplaning revenue and non-revenue passengers, using in-transit lounge facilities and continuing on the same flight to a non-domestic location.

"Flights" shall mean the number of aircraft of a Member operated at TBIT, T2, T3 or T5 in any month. Each Flight will be counted so that an inbound Flight at TBIT, T2, T3 or T5 equals ½, an outbound Flight at TBIT, T2, T3 or T5 equals ½, and a turnaround Flight at TBIT, T2, T3 or T5 equals 1.

"Preferential Use Area" shall mean the square foot area of any areas or facilities leased by the Company and also preferentially granted in writing by LAWA to an individual Member.

APPENDIX A-1
AIR CARRIERS INVITED TO BECOME INITIAL MEMBERS DURING 2011

Airline Name	
1	Aeroflot Russian Airlines
2	Aero Mexico
3	Air Berlin
4	Air Canada
5	Air France
6	Air New Zealand
7	Air Pacific
8	Air Tahiti Nui
9	Alaska Airlines
10	All Nippon Airways Co., Ltd.
11	American Airlines
12	Asiana Airlines
13	British Airways
14	Cathay Pacific Airways
15	China Airlines, Ltd.
16	China Eastern
17	China Southern
18	Continental Airlines
19	Delta Airways
20	El AL Israel Airlines
21	Emirates
22	Eva Air
23	Iberia
24	Japan Airlines
25	KLM Royal Dutch Airlines
26	Korean Airlines
27	Lacsa
28	Lan Chile
29	Lufthansa German Airlines
30	Malaysian Airline System
31	Mexicana Airlines
32	Philippine Airlines, Inc.
33	Qantas Airways
34	Singapore Airlines
35	Swiss International Air Lines
36	Taca International Airlines
37	Thai Airways International
38	Turkish Airlines
39	United Airlines
40	Vaustralia
41	Virgin Atlantic Airways Ltd.

APPENDIX A-2
T2 AIR CARRIERS INVITED TO BECOME ADDITIONAL MEMBERS
THROUGH THE EXECUTION OF
THE 1ST AMENDED AND RESTATED MEMBER AGREEMENT

Airline Name	
1	Aero Mexico
2	Air Canada
3	Air China
4	Air France
5	Air New Zealand
6	Alitalia
7	Hawaiian
8	KLM
9	LACSA
10	Sun Country
11	TACA
12	Virgin Atlantic
13	Volaris
14	West Jet

APPENDIX A-3
T3 AIR CARRIERS INVITED TO BECOME ADDITIONAL MEMBERS
THROUGH THE EXECUTION OF
THE 2ND AMENDED AND RESTATED MEMBER AGREEMENT

Airline Name	
1	Allegiant Air
2	Frontier Airlines
3	Jet Blue
4	Spirit Airlines
5	Virgin America

APPENDIX A-4
T5 AIR CARRIER MEMBERS

Airline Name	
1	American Air
2	Allegiant Air
3	Frontier Airlines
4	Hawaiian Air
5	Jet Blue
6	Spirit Airlines
7	Sun Country