

EXHIBIT G

Form of Equipment Use Agreement

TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY, INC.
EQUIPMENT USE AGREEMENT
(Revised March 2021)

This Equipment Use Agreement is made and entered into as of March 4, 2021, by and between Tom Bradley International Terminal Equipment Company, Inc., a California non-profit mutual benefit corporation (“TBITEC”) and _____ (“Non-Member Air Carrier”).

WHEREAS, City (as defined below) owns and operates the Tom Bradley International Terminal (“TBIT”), Midfield Satellite Concourse (“MSC”), Terminal One Point Five (“T1.5”), and Terminal 5, at Los Angeles International Airport (the “Airport”) with the power to grant rights and privileges with respect thereto; and

WHEREAS, pursuant to the Second Amended and Restated Lease and License Agreement (“Lease Agreement”, as defined below), the City has granted to TBITEC the right and obligation, to operate, maintain and use the Aeronautical Equipment and occupy the Premises (as defined below), on the terms and conditions set forth in the Lease Agreement; and

WHEREAS, pursuant to the terms of the Lease Agreement, TBITEC may require, that parties desiring to use the Aeronautical Equipment execute an Equipment Use Agreement with TBITEC as a condition precedent to the use of any of the Aeronautical Equipment; and

WHEREAS, TBITEC has chosen a Maintenance Operator for the purpose of operating, maintaining and managing the Aeronautical Equipment, all pursuant to the Lease Agreement; and

WHEREAS, TBITEC has chosen a Consortium Manager for the purpose of managing the Maintenance Operator and administering this Equipment Use Agreement on behalf of TBITEC; and

WHEREAS, Non-Member Air Carrier desires to use the Aeronautical Equipment for providing passenger and flight services (the “Services”, as defined below) to itself or other Air Carriers (as defined below) at Premises (as defined below), requiring Non-Member Air Carrier to access certain equipment operated and maintained by TBITEC pursuant to the Lease Agreement; and

WHEREAS, TBITEC desires to grant Non-Member Air Carrier access to and use of the Aeronautical Equipment for the purpose of providing the Services to itself or other Air Carriers at Premises;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, TBITEC and Non-Member Air Carrier hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 - Definitions

A. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement. B. The following terms and phrases shall have the following meanings for purposes of this Equipment Use Agreement:

“Aeronautical Equipment” means the Aeronautical Equipment operated and maintained by TBITEC under the terms of the Lease Agreement, whether owned by City or TBITEC and used by Non-

Member Air Carrier in performing the Services, including all additions, modifications, repairs and replacements of such equipment.

“Air Carrier” means an “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.

“Airport Rules and Regulations” means the rules and regulations adopted City for the operation of the Airport, as the same may be amended from time to time.

“Chief Executive Officer” means the Chief Executive Officer of Los Angeles World Airports. “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.

“Consortium Manager” means a qualified independent contractor selected by TBITEC to manage the Maintenance Operator and the Company’s Vendor Agreements, and who is delegated authority to act on behalf of TBITEC in exercising certain specified rights and obligations of TBITEC, including those arising under this Equipment Use Agreement.

“Effective Date” means the date stated in the first paragraph of this Equipment Use Agreement.

“Equipment Use Fees” means those fees calculated pursuant to Article VI of this Equipment Use Agreement.

“Event of Default” shall have the meaning given to it in Article X of this Equipment Use Agreement.

“Lease and License Agreement” (“Lease Agreement”) means that certain Second Amended and Restated Lease and License Agreement by and between the City and TBITEC.

“Maintenance Operator” means a qualified independent contractor selected by TBITEC with the approval of the Executive Director to operate, maintain and manage the Aeronautical Equipment.

“Non-Member Air Carrier” means an Air Carrier that has entered into this Equipment Use Agreement with TBITEC.

“Premises” means the space designated for the use of TBITEC under the Lease Agreement.

“Services” means those tasks to be performed by Non-Member Air Carrier in relation to the use of the Aeronautical Equipment including, but not limited to, aircraft cleaning, aircraft maintenance, aircraft catering, baggage handling and passenger handling.

SECTION 1.02 - Interpretation

In this Equipment Use Agreement, unless otherwise expressly indicated:

(a) the terms “hereby”, “herein”, “hereof”, “hereto”, “hereunder” and any similar terms used in this Equipment Use Agreement refer to this Equipment Use Agreement;

(b) all Article and Section references, unless otherwise expressly indicated, are to Sections of this Equipment Use Agreement;

(c) words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) any headings preceding the text of the Articles and Sections of this Equipment Use Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Equipment Use Agreement, nor shall they affect its meaning, construction or effect;

(e) words importing the singular shall include the plural and vice versa;

(f) this Equipment Use Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in the State of California;

(g) 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;

(h) 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; and

(i) the words “including,” “includes” and “include” shall be deemed to be followed by words “without limitation” or “but not limited to” or words of similar import.

ARTICLE II

RIGHTS OF TBITEC

SECTION 2.01 - Access

TBITEC shall, subject to all other terms and provisions of this Equipment Use Agreement, provide Non-Member Air Carrier such access to the Aeronautical Equipment as may be reasonably necessary to Non-Member Air Carrier's performance of the Services at Premises.

SECTION 2.02 - Right To Limit Use of Aeronautical Equipment

A. It shall be within the sole and absolute discretion of TBITEC to determine the specific Equipment that Non-Member Air Carrier may access and use under this Equipment Use Agreement.

B. It shall be within the sole and absolute discretion of TBITEC to specify the permitted uses for each component of the Aeronautical Equipment and to limit actual use to such specifications.

C. In the event of disputes between two or more parties related to access and use of the Aeronautical Equipment, TBITEC shall, in its sole discretion, be the arbiter of such disputes.

D. It shall be within the sole and absolute discretion of TBITEC to limit Non-Member Air Carrier's access to and use of the Aeronautical Equipment; provided, however, that the limitation of Non-Member Air Carrier's access to and use of the Aeronautical Equipment shall not alone serve to terminate this

Equipment Use Agreement. Non-Member Air Carrier's obligations hereto shall continue unless and until this Equipment Use Agreement is terminated in accordance with Article V hereof.

SECTION 2.03 - Right To Inspect

A. TBITEC shall have the right to inspect the Aeronautical Equipment used by Non-Member Air Carrier to determine that the Aeronautical Equipment is being used for the purposes specified by TBITEC and that, ordinary wear and tear excepted, the Aeronautical Equipment is in good repair, and has been properly maintained or restored to safe, useable condition.

B. TBITEC shall have the right, from time to time, in its sole discretion, to inspect vehicles, other equipment, and the operations of Non-Member Air Carrier at Premises, for compliance with the standards established by the rules and regulations of TBITEC and the City. Upon request of TBITEC, Non-Member Air Carrier shall operate or demonstrate any vehicles or equipment owned by or in the possession of Non-Member Air Carrier on the Airport for use with the Aeronautical Equipment, or to be placed on or brought to Premises, and shall demonstrate any procedure or other activity being performed or to be performed by Non-Member Air Carrier.

C. Upon notification by TBITEC, or its agents, of any deficiency in any vehicle, piece of equipment or procedure that would (1) constitute a safety hazard or (2) cause an increased insurance cost to TBITEC, Non-Member Air Carrier shall immediately make good the deficiency, withdraw the vehicle or piece of equipment from service or modify the procedure. The failure of TBITEC to so notify Non-Member Air Carrier shall not obviate the obligations of Non-Member Air Carrier hereunder.

SECTION 2.04 - Limitation of Liability

A. TBITEC shall not be liable for any damage to Non-Member Air Carrier's property or for any loss of revenue or for any neglect of Non-Member Air Carrier with respect to the maintenance or operation of the Aeronautical Equipment.

B. TBITEC shall not be liable for any damage to Non-Member Air Carrier's property or for any loss of revenue or for any neglect of Non-Member Air Carrier with respect to the use of the Aeronautical Equipment.

C. TBITEC shall not be liable for any damage to Airport property or for any loss of revenue or for any neglect of Non-Member Air Carrier with respect to Airport property.

D. TBITEC shall not be responsible for the repair or replacement of any Aeronautical Equipment damaged by Non-Member Air Carrier, its employees, agents, invitees or others doing business with it.

E. TBITEC shall not be responsible for any accidents or injuries of whatever nature to persons or property caused by the Non-Member Air Carrier's use or operation of the Aeronautical Equipment, and shall remain harmless from any penalties for violations of its operation, or from any and all claims, suits, losses, damages or injuries to persons or property of whatever kind or nature arising directly or indirectly out of the Non-Member Air Carrier's use or operation of the Aeronautical Equipment, or resulting from any acts, omissions, willfully tortious conduct or neglect of Non-Member Air Carrier, its agents, or employees.

ARTICLE III

OBLIGATIONS OF NON-MEMBER AIR CARRIER

SECTION 3.01 - Access

A. In connection with this Equipment Use Agreement, TBITEC agrees to permit Non-Member Air Carrier access to the Aeronautical Equipment for Non-Member Air Carrier's use as necessary to provide the Services. Subject to all other terms and conditions of this Equipment Use Agreement, Non-Member Air Carrier shall have such non-exclusive easements and non-exclusive rights of way as are reasonably necessary for Non-Member Air Carrier's use and operation of the Aeronautical Equipment. Nothing in this Equipment Use Agreement, however, shall convey to Non-Member Air Carrier any greater rights than those rights conveyed by City to TBITEC under the terms of the Lease Agreement.

B. Non-Member Air Carrier understands and agrees that TBITEC's grant of rights with respect to the Aeronautical Equipment as set forth in this Equipment Use Agreement is "as-is", without any representation or warranty, either express or implied, by TBITEC with respect to (i) the fitness for any particular purpose or merchantability of any item or items of Aeronautical Equipment, (ii) TBITEC's title, (iii) Non-Member Air Carrier's right to the quiet enjoyment of Aeronautical Equipment, except as otherwise provided herein, or (iv) the design or condition of or as to the quality of the material, equipment or workmanship in the Aeronautical Equipment.

C. Non-Member Air Carrier shall use, and shall cause each of its officers, employees, agents and contractors to use, the highest degree of care when entering the Airport. In the case of property owned by City, or property owned by and leased from City, Non-Member Air Carrier shall comply and shall cause each of its officers, employees, agents, and contractors to comply with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including attorneys' reasonable fees, arising from, by reason of, or in connection with any such entry shall be treated in accordance with the applicable terms and conditions of this Equipment Use Agreement, including, without limitation, the indemnification provisions contained in this Equipment Use Agreement.

SECTION 3.02 - Use

A. While any Aeronautical Equipment is in Non-Member Air Carrier's possession and/or control, Non-Member Air Carrier shall maintain and use the Aeronautical Equipment in a safe and appropriate manner. Non-Member Air Carrier shall use the Aeronautical Equipment for no other purposes than those specified by TBITEC, or in any manufacturer's warranty.

B. Any right to use Aeronautical Equipment under the terms of this Equipment Use Agreement is granted solely to the Non-Member Air Carrier, and is neither transferable nor assignable without the express written consent of TBITEC. It shall be within TBITEC's sole discretion to grant such consent.

C. Non-Member Air Carrier shall, at its own cost, promptly repair, replace or, at TBITEC's option, reimburse TBITEC for the repair or replacement of the Aeronautical Equipment or any property owned, leased or controlled by TBITEC and damaged by Non-Member Air Carrier, its employees, agents, invitees or others doing business with it.

D. Non-Member Air Carrier shall conform, and shall require its employees, agents, invitees and others doing business with it to conform to the general rules and regulations as promulgated by TBITEC or the City which are now in effect or which may hereinafter be adopted, regarding the use of all areas of the Airport, including, but not limited to, portions of the Airport to which the general public is not admitted.

SECTION 3.03 - Licenses, Permits and Qualifications

A. Non-Member Air Carrier represents and warrants that it currently possesses all necessary licenses, permits and such other qualifications as may be necessary, pursuant to local, state and/or federal law, to operate at the Airport, and will continue to possess all such necessary licenses, permits and qualifications for the term of this Equipment Use Agreement.

B. It shall be the sole responsibility of Non-Member Air Carrier to identify and secure all licenses, permits and such other qualifications as may be necessary pursuant to local, state and/or federal law, to operate at the Airport. It shall be the responsibility of Non-Member Air Carrier to immediately notify TBITEC of the termination, for any reason, of any such license, permit or qualification to operate at the Airport. Such termination shall result in the automatic loss of right for access to and use of the Aeronautical Equipment without need for any further notice by TBITEC.

C. Non-Member Air Carrier expressly acknowledges its responsibility to provide security at the Airport in accordance with 49 CFR Part 1542, "Airport Security", as such may be amended from time to time, and with all Airport Rules and Regulations concerning security procedures, including the Airport's approved security program. Non-Member Air Carrier expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 49 CFR Part 1544, "Airplane Operation Security", as such may be amended from time to time and with the Airport Rules and Regulations concerning security procedures, including the Airport's approved security program.

D. In the event that Non-Member Air Carrier, or any individual employed by Non-Member Air Carrier, in the use of the Aeronautical Equipment of the performance of the Services to which this Equipment Use Agreement pertains, has (i) unescorted access to aircraft located on or at the Airport (ii) unescorted access to secured areas or (iii) capability to allow others to have unescorted access to such aircraft or secured area, Non-Member Air Carrier shall be subject to, and further shall conduct with respect to its contractors and their respective employees, such employment investigations, including criminal history record checks, as the Department of Homeland Security, the Federal Aviation Administration, the Transportation Security Administration and City may deem necessary.

SECTION 3.04 - Standards of Care

A. Non-Member Air Carrier shall act, and cause its officials, agents, employees and contractors to act, in accordance with that degree of skill, care and diligence normally exercised by a company performing similar Services at an airport comparable in size and magnitude to the Airport. In furtherance thereof, Non-Member Air Carrier shall comply with all Airport Rules and Regulations, Federal Aviation Administration standards and general codes of conduct including, but not limited to, those set forth in this Equipment Use Agreement. In the event of a conflict between the foregoing standards, the more restrictive standards shall control.

B. The Services and operations of Non-Member Air Carrier, its employees, agents, invitees and those doing business with it shall be conducted in an orderly, professional and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Employees shall also wear appropriate uniforms that identify them as employees of Non-Member Air Carrier.

C. Employees of Non-Member Air Carrier shall wear security badges as required by Airport regulations. Employees who are required to drive vehicles of any kind on the airfield must be properly licensed and thoroughly instructed in airfield driving procedures and regulations.

D. Non-Member Air Carrier shall, at its own expense and on a daily basis, remove from the Airport all garbage, debris and other waste materials arising out of or in connection with its operation hereunder.

E. Non-Member Air Carrier shall not install any fixtures or make any alterations or improvements in, or additions to, any property of TBITEC or the Aeronautical Equipment, except as may be approved, in writing by the Chief Executive Officer, with the concurrence of TBITEC.

F. Any property of Non-Member Air Carrier placed on or kept at Premises by virtue of this Equipment Use Agreement shall be removed by Non-Member Air Carrier on or before the revocation or termination of any permission hereby granted, whichever shall be earlier. If Non-Member Air Carrier shall fail to remove such property upon the expiration, termination, or revocation of this Equipment Use Agreement, TBITEC may, at its option, as agent for Non-Member Air Carrier and at the sole risk and expense of Non-Member Air Carrier, remove such property to a public warehouse, or retain the same in its own possession. In either event, after the expiration of thirty (30) days, TBITEC may sell the same at public auction. The proceeds of any such sale shall be applied first to the expense of removal, sale and storage and secondly, to any sums owed by Non-Member Air Carrier to TBITEC. Any excess of the total cost of removal, storage, sale and related TBITEC administration over the proceeds of sale shall be paid to TBITEC by Non-Member Air Carrier upon demand.

G. No signs, posters, logos on equipment or similar devices shall be erected, displayed or maintained by Non-Member Air Carrier at Premises without the prior written approval of TBITEC and the City. Any signs, posters or similar devices must be in compliance with any pertinent standards that may be promulgated by TBITEC or City. Any signs, posters or similar devices not approved by TBITEC and the City or not in compliance with pertinent standards may be removed by TBITEC at the sole expense of Non-Member Air Carrier.

H. Non-Member Air Carrier shall take every precaution at all times for the protection of persons and property at the Airport. Non-Member Air Carrier shall be responsible for maintaining and supervising all safety precautions and programs in connection with the use of the Aeronautical Equipment and the provision of the Services.

I. If Non-Member Air Carrier fails to maintain the safety programs required by law or directed by TBITEC or the City, TBITEC may take such steps as necessary and charge Non-Member Air Carrier for the costs of implementing such a program. However, the failure of TBITEC to take any such action shall not relieve Non-Member Air Carrier of any of its obligations hereunder.

J. Non-Member Air Carrier shall be solely responsible for all accidents, damage or injuries of whatever nature or kind to persons or property caused by it and shall indemnify, defend and save harmless TBITEC and the City from any penalties for violation of its operations or maintenance, and from any and all claims, suits, losses, damages or injuries to persons or property of whatever nature or kind arising directly or indirectly out of the Non-Member Air Carrier's use or operation the Aeronautical Equipment, or resulting from the carelessness, negligence or improper conduct of Non-Member Air Carrier, or any of its agents or employees. Non-Member Air Carrier agrees to immediately notify the Consortium Manager and the Executive Director of all accidents, damages or injuries that have occurred to persons or property during its use of the Aeronautical Equipment or its provision of the Services at Premises, and provide to TBITEC a written accident report within twenty-four (24) hours of such occurrence.

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ARTICLE IV

TERM

SECTION 4.01 - Term of Agreement

A. This Equipment Use Agreement commence on March 4, 2021 ("Effective Date") and will continue thereafter, unless terminated earlier by TBITEC pursuant to Article V.

B. This Equipment Use Agreement will remain current if TBITEC does not provide notice of termination of this Equipment Use Agreement, pursuant to Article V.

ARTICLE V

TERMINATION

SECTION 5.01 - Termination

A. TBITEC shall have the right to terminate this Equipment Use Agreement upon written notice if:

1. Non-Member Air Carrier ceases to operate at the Airport, or
2. Non-Member Air Carrier has not paid its Equipment Use Fees in accordance with Article VI herein, or
3. An event of default has occurred in accordance with Article X herein.

B. The termination of this Equipment Use Agreement shall not relieve Non-Member Air Carrier of any of its obligations arising out of its acts or omissions during the term of this Equipment Use Agreement.

ARTICLE VI

EQUIPMENT USE FEES

SECTION 6.01 - TBITEC Equipment Use Fee Rates

A. TBITEC will, in its sole discretion, establish a rate structure for the use of the Aeronautical Equipment by Non-Member Air Carriers. Such rates will be effective until replacement rates are made effective by TBITEC.

B. The rates established by TBITEC will be based on the cost of use for Airline specific services, not paid by LAWA, divided by total of enplaned and deplaned passengers.

C. The Non-Member Air Carrier agrees that it will not contest any rate structure established by TBITEC.

SECTION 6.02 - Invoicing and Payment

A. TBITEC will maintain records related to amounts due from the Non-Member Air Carrier as a result of its access to and use of the Aeronautical Equipment.

B. Non-Member Air Carrier will be responsible for all costs associated with:

1. Use of the Aeronautical Equipment
2. Damage, repairs and losses
3. Amounts unpaid to TBITEC for other Air Carriers that have been provided Services at Premises by Non-Member Air Carrier
4. Any other amounts payable under this Equipment Use Agreement

C. TBITEC will submit an invoice to the Non-Member Air Carrier for the Equipment Use Fees and any other amounts due under this Equipment Use Agreement by the 10th working day of each month.

D. Non-Member Air Carrier shall remit payment of amounts due to TBITEC by the last working day of the month. Non-Member Air Carrier has no right to withhold payments, in whole or in part, or assert a set-off against any amounts charged by TBITEC.

E. Any amounts due TBITEC that are not paid in full when due, shall bear interest at 18% per annum until full payment is received by TBITEC.

F. Non-Member Air Carrier agrees that it will maintain a security deposit (a Faithful Performance Guaranty) to secure the prompt payment of the amounts due from it each month to TBITEC pursuant to this agreement. The initial amount of the Faithful Performance Guaranty shall be three (3) months of Fees payable by Non-Member Airline to TBITEC based on the estimated annual usage of Aeronautical Equipment and TBITEC Services, and reviewed annually. Non-Member Airline covenants and agrees to maintain and cause to be maintained such Faithful Performance Guaranty.

If Non-Member Airline's monthly monetary obligation to TBITEC under this Agreement is increased in excess of ten percent (10%), then the Faithful Performance Guaranty to be maintained shall, within thirty (30) days after receiving written notice from TBITEC be increased to a sum three (3) times the new monthly monetary obligation.

If Non-Member Airline's monthly monetary obligation to TBITEC under this Agreement is decreased in excess of ten percent (10%), then the Faithful Performance Guaranty to be maintained may, within thirty (30) days after receiving written notice from TBITEC, be decreased to a sum three (3) times the new monthly monetary obligation.

The Faithful Performance Guaranty may be in the form of an irrevocable letter of credit which is self-renewing from year to year and subject to termination upon sixty (60) days written notice. Non-Member Airline shall furnish a copy of any irrevocable letter of credit prior to the effective date or within thirty (30) days following a notice by TBITEC.

If, for any reason, the Faithful Performance Guaranty is not maintained in sufficient amount, TBITEC, may at any time suspend Non-Member Airline's use of Aeronautical Equipment upon giving Non-Member Airline a thirty (30) day advance notice.

ARTICLE VII

CONFIDENTIALITY

SECTION 7.01 - Confidentiality

A. All of the reports, information, or data, prepared or assembled by or provided to Non-Member Air Carrier under this Equipment Use Agreement are confidential and Non-Member Air Carrier agrees that, except as specifically authorized herein or as may be required by law, it will treat all information, reports or data received from or prepared for TBITEC as confidential and proprietary. Non-Member Air Carrier

agrees not to disclose any such information, reports or data except as specifically authorized herein or as may be necessary for the use of the Aeronautical Equipment of the performance of the Services by Non-Member Air Carrier, or as may be required by law, to any individual or organization, except City, without first obtaining the prior written approval of TBITEC and the City.

B. Non-Member Air Carrier will not issue publicity news releases or grant press interviews and, except as may be required by law during or after the term of this Equipment Use Agreement, disseminate any information regarding this Equipment Use Agreement or the Aeronautical Equipment without the prior written consent of TBITEC and the City. In the event Non-Member Air Carrier is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or documents which may be in the possession of Non-Member Air Carrier, Non-Member Air Carrier will, immediately upon receipt, give notice to TBITEC and the City, with the understanding that TBITEC or the City will have the opportunity to contest such process by any means available to them before such records or documents are submitted to a court or other third party, provided, however, that Non-Member Air Carrier will not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

C. Non-Member Air Carrier acknowledges the responsibility delegated to TBITEC by City under the terms of the Lease Agreement, and as such acknowledges that TBITEC may be required to release a portion or all of the information it receives from Non-Member Air Carrier to City, or to other parties at City's direction. Non-Member Air Carrier understands and hereby consents to the release to City, or to any other party at City's direction, of any information, propriety or otherwise, with or without prior notice. Non-Member Air Carrier hereby waives as to TBITEC and City, any rights, claims, or actions of any nature that may arise directly or indirectly out of TBITEC's release of any information as described above.

ARTICLE VIII

INDEMNITY AND INSURANCE

SECTION 8.01 - Indemnity

A. Non-Member Air Carrier covenants and agrees to pay and shall protect, defend, indemnify, keep, save fully and hold harmless TBITEC, its Members, Board of Directors, its Consortium Manager, officers, agents and employees, and City, its agents, officials and employees from and against any and all claims, causes of action or suits of all kinds, judgments, losses, obligations, including loss of use, costs and expenses, including legal fees and expenses, arising out of or in connection with the Non-Member Air Carrier's access to or use of the Aeronautical Equipment or performance of Services, and not arising from the negligent act or omission of TBITEC, its respective Members, Board of Directors, its Consortium Manager, officers, agents, and employees or City, its agents, officials, and employees. Such obligations shall not be construed to negate, abridge, or otherwise reduce or limit any other right or obligation of indemnity against anyone for whose acts Non-Member Air Carrier may be liable. In any and all claims against TBITEC, its Members, Board of Directors, its Consortium Manager, officers, agents and employees, or City, its agents, officials and employees by any employee of Non-Member Air Carrier or anyone for whose acts Non-Member Air Carrier may be liable, the indemnification obligation of Non-Member Air Carrier pursuant to this Section 8.01 or Section 3.04(J) shall not be limited in any way by the amount or type of damage compensation, or benefits payable by or for Non-Member Air Carrier under worker's compensation acts, disability benefit acts, or other employee benefit acts. Non-Member Air Carrier's obligations hereunder shall not be limited by any obligation regarding insurance coverage and shall not be limited to the amount of any proceeds available.

B. TBITEC and Non-Member Air Carrier shall promptly and in a timely manner provide or cause to be provided to each other copies of any notices and documents they may receive related to any legal process, claims, actions, or suits as may be given or filed in connection with the performance of Non-Member Air Carrier for which TBITEC, or City is claiming indemnification hereunder.

C. Non-Member Air Carrier shall incorporate into all contracts or subcontracts of any tier related to the Non-Member Air Carrier's operations under this Equipment Use Agreement a comparable provision to Section 8.01(A), pursuant to which its contractors or subcontractors of any tier shall indemnify TBITEC, its Members, Board of Directors, its Consortium Manager, officers, agents, and employees, and City, its agents, officials and employees.

D. THE PROVISIONS OF THIS ARTICLE SHALL APPLY REGARDLESS OF FORM OR LEGAL THEORY OF ANY CLAIM WHETHER IN TORT (INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR BREACH OF IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY), OR OTHERWISE, FOR DIRECT, OR INCIDENTAL DAMAGES OR FOR DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFIT, OR LOSS DUE TO BUSINESS INTERRUPTION. THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS EQUIPMENT USE AGREEMENT.

SECTION 8.02 - Insurance

A. Non-Member Air Carrier shall procure and maintain in full force and effect or cause to be procured and maintained at all times hereunder, at its own expense insurance as specified on the attached Exhibit A, or such other coverage as may be required by TBITEC or City from time to time, with insurance companies acceptable to TBITEC and City covering all Services or operations under this Equipment Use Agreement, whether performed by Non-Member Air Carrier or by its contractors or subcontractors of any tier. The obligation to maintain insurance is a material term of this Equipment Use Agreement. Failure to carry or keep such insurance in force will constitute a default under the terms of this Equipment Use Agreement, and an automatic loss of the right to use the Aeronautical Equipment without need of any notice.

B. Non-Member Air Carrier will provide TBITEC certificates evidencing that such insurance is in force and will include TBITEC, its Consortium Manager and City as additional insureds on each such certificate. TBITEC and City will be entitled to examine any insurance policies evidenced by such certificates of insurance and Non-Member Air Carrier will submit accurate and complete copies thereof upon request.

C. In the event Company fails to perform any obligation required by this Section 8.02, TBITEC may do all things necessary to perform such obligation. Any costs, including, without limitation, premiums and deductibles incurred by TBITEC, will be included in the Aeronautical Equipment Use Fees of Non-Member Air Carrier under this Equipment Use Agreement.

D. Non-Member Air Carrier will require in its agreements with its contractors or subcontractors of any tier that all policies of insurance that are in any way related to the Services being performed and that are secured and maintained by the contractors or subcontractors of any tier include clauses providing that each insurance carrier will waive all of its rights of recovery, under subrogation or otherwise, against TBITEC, its Consortium Manager and City.

E. Non-Member Air Carrier agrees that any insurance protection furnished hereunder shall in no way limit Non-Member Air Carrier's responsibility to indemnify and save harmless TBITEC or City under this Equipment Use Agreement.

ARTICLE IX

COMPLIANCE WITH ALL LAWS

SECTION 9.01 Compliance with Laws

Non-Member Air Carrier will at all times observe and comply, and cause its employees, agents, contractors, subcontractors of any tier, or suppliers to observe and comply, with all applicable federal, state and local laws, ordinances, rules, regulations and executive orders now existing or hereinafter in effect, whenever Non-Member Air Carrier utilizes the Aeronautical Equipment during the term of this Equipment Use Agreement. Provision(s) required by law, ordinance, rules, regulations or executive orders to be inserted in this Equipment Use Agreement will be deemed inserted whether or not they appear in this Equipment Use Agreement, or upon application by either party, this Equipment Use Agreement will forthwith be physically amended to make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of such provision or this Equipment Use Agreement.

SECTION 9.02 Environmental Laws

A. It will be the responsibility of Non-Member Air Carrier to be aware of and to conduct all Services or operations in conformance with all applicable Environmental Laws, including, but not limited to, environmental requirements regarding the storage, use and disposal of Hazardous Materials, pollution control, Releases or threatened Releases of Hazardous Materials to the environment, as promulgated by any federal, state, county, City, or other governmental agency having jurisdiction, as may be amended, and will be fully responsible for enforcing compliance with these safety regulations and procedures on the part of all its employees, agents, contractors, and subcontractors of any tier.

B. Non-Member Air Carrier, at the request of City or TBITEC, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials Non-Member Air Carrier has prepared pursuant to any Environmental Law or submitted to any governmental regulatory agency. If an Environmental Law requires filing of any notice or report of a Release or threatened Release of Hazardous Materials on, under or about Premises, Non-Member Air Carrier shall provide a copy of such report or notice to TBITEC, and to the extent practicable, shall receive the approval of TBITEC prior to submitting such notice or report to the appropriate governmental agency.

C. TBITEC shall have the right to inspect the Aeronautical Equipment and the parts of Premises used by Non-Member Air Carrier to confirm that Non-Member Air Carrier is using the Aeronautical Equipment and Premises in accordance with Environmental Laws. Non-Member Air Carrier, at the request of TBITEC and at Non-Member Air Carrier's expense, shall conduct such testing and analysis as is necessary to ascertain whether Non-Member Air Carrier is using the Aeronautical Equipment and Premises in compliance with all Environmental Laws. Any such tests shall be conducted by qualified independent experts chosen by Non-Member Air Carrier and subject to TBITEC's reasonable approval. Copies of reports from any such testing shall be provided by Non-Member Air Carrier to TBITEC.

D. If Non-Member Air Carrier fails to comply with any applicable Environmental Laws, TBITEC may take necessary measures to ensure compliance with Environmental Laws at Non-Member Airline's expense.

E. In the event of a Release or threatened Release of Hazardous Materials to the environment relating to or arising out of Non-Member Air Carrier's use of the Aeronautical Equipment or occupancy of Premises, or in the event any claim, demand, action or notice is made against Non-Member Air Carrier regarding Non-Member Air Carrier's failure or alleged failure to comply with any Environmental Laws,

Non-Member Air Carrier immediately shall notify TBITEC in writing and shall provide TBITEC with copies of any written claims, demands, notices, or actions so made.

SECTION 9.03 Airport Rules and Regulations

A. Non-Member Air Carrier shall comply, and shall cause its agents, employees, guests, invitees and contractors to comply with all rules and regulations governing the conduct at and operations of the Airport, promulgated or adopted from time to time by City.

B. Nothing herein shall be construed to prevent Non-Member Air Carrier from contesting in good faith any rule or regulation of the Airport, without being considered in default of this Equipment Use Agreement so long as such contest is diligently commenced and prosecuted by Non-Member Air Carrier.

ARTICLE X

DEFAULT

SECTION 10.01 Events of Default

The following will constitute events of default:

A. The failure by Non-Member Air Carrier to pay any Equipment Use Fees or other charges required to be paid hereunder at the times specified herein;

B. Any material misrepresentation made by Non-Member Air Carrier to TBITEC;

C. The failure of Non-Member Air Carrier to observe and perform any covenant, condition, agreement or other obligation under this Equipment Use Agreement for a period of thirty (30) days after notice specifying such failure; provided, however, that any such failure which can be cured, but which cannot, with due diligence, be cured within such thirty (30)-day period, shall not constitute an event of default if corrective action is instituted by Non-Member Air Carrier within the applicable period and diligently pursued until the failure is corrected;

D. The admission by Non-Member Air Carrier of insolvency, bankruptcy or the inability of Non-Member Air Carrier to pay its debts as they mature, or the making of an assignment for the benefit of creditors, or any other act of insolvency, bankruptcy or assignment which renders Non-Member Air Carrier incapable of performing the Services in accordance with the terms and conditions of the Agreement to the extent as may be permitted by law;

E. The termination, for whatever reason, of Non-Member Air Carrier's agreement for Services with Air Carrier(s) operating at Premises;

F. Pursuant to Section 3.03 of this Equipment Use Agreement, the termination, for whatever reason, of any license, permit or other qualification required of Non-Member Air Carrier to perform Services at Airport.

G. Failure to keep or carry insurance in force as required by this Equipment Use Agreement.

SECTION 10.02 Consequences of Default

A. Upon the occurrence and continuation of any event of default, TBITEC, to the extent permitted by law, may declare Non-Member Air Carrier in default of this Equipment Use Agreement. TBITEC will

notify Non-Member Air Carrier in writing of the default and its intention to invoke any or all of the remedies available hereunder unless such default is cured to TBITEC's sole satisfaction within five (5) business days from the receipt of such notice by Non-Member Air Carrier. Any such decision by TBITEC will be final and effective after the cure period as defined herein has expired. Upon the giving of such notice as provided herein, TBITEC may invoke any or all of the following remedies:

(i) The right to terminate this Equipment Use Agreement and exclude Non-Member Air Carrier from the access to and use of any or all of the Aeronautical Equipment;

(ii) The right of specific performance, an injunction, or any other appropriate equitable remedy; or

(iii) The right to money damages.

B. Non-Member Air Carrier shall be liable for any outstanding obligations, and all costs associated with the collection of any delinquent payments including but not limited to attorney's fees.

SECTION 10.03 Non-Exclusivity; Waivers; Remedies Cumulative

The remedies under the terms of this Equipment Use Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. The failure of either party to demand strict performance of the terms of this Equipment Use Agreement shall not constitute a waiver thereof or on the right to insist on such performance.

ARTICLE XI

GENERAL CONDITIONS

SECTION 11.01 Incorporation of Recitals and Exhibits

The recitals and the exhibits referenced herein and attached hereto are hereby made a part of this Equipment Use Agreement.

SECTION 11.02 Representatives

Non-Member Air Carrier shall designate and identify at the time of execution of this Equipment Use Agreement its named representative who shall constitute the point of receipt for all communications relating to this Equipment Use Agreement unless otherwise provided for herein. For purposes of this Equipment Use Agreement, the Consortium Manager or its successor shall represent TBITEC in all matters relating to this Equipment Use Agreement and shall constitute the point of receipt of all communications, unless expressly specified otherwise by TBITEC. In all provisions of this Equipment Use Agreement in which TBITEC's written approval or consent is required such approval or consent shall be that of the Consortium Manager unless notified in writing by TBITEC otherwise.

SECTION 11.03 - Notices

Except as otherwise provided in this Equipment Use Agreement, any notice, demand, or other correspondence given under this Equipment Use Agreement shall be in writing and given by delivering the

notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested with postage prepaid, or by overnight commercial express mail to:

TBITEC:

Tom Bradley International Terminal Equipment Company
380 World Way
Box S-18
Los Angeles, CA 90045
Phone: 310-646-9378

NON-MEMBER AIR CARRIER:

Name
Address
Address 2
City, State, Zip

or to such other address as either TBITEC or Non-Member Air Carrier may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed, if sent by first-class, certified mail, one day after the date when it is mailed if sent by overnight express mail, upon the date personal delivery is made.

SECTION 11.04 Successors and Assigns

Each and all of the conditions and covenants of this Equipment Use Agreement shall extend to and bind and inure to the benefit of TBITEC and Non-Member Air Carrier, and the legal representatives, successors and assigns of either or both of them.

SECTION 11.05 Sublicensing and Assignment by TBITEC

Non-Member Air Carrier shall not assign, transfer or encumber its interest in this Equipment Use Agreement, either in whole or in part (any of the foregoing actions referred to herein as a "Transfer"), without obtaining in advance the written consent of TBITEC, which consent shall not be unreasonably withheld or delayed. No consent to any Transfer shall constitute a further waiver of the provisions of this paragraph.

SECTION 11.06 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor disputes, riots, war, acts of public enemies, earthquakes, actions of the elements or civil commotion, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Non-Member Air Carrier from the timely payment of all sums due under this Equipment Use Agreement, including without limitation all Equipment Use Fees.

SECTION 11.07 Suspension

If City's operation of Airport or TBITEC's or Non-Member Air Carrier's operations at the Airport should be substantially restricted by action of any competent governmental authority with sovereignty over City, either party hereto shall have the right, upon written notice to the other, to a suspension of this Equipment Use Agreement. The provisions of this Section shall not operate to excuse Non-Member Air Carrier from the timely payment of all sums due under this Equipment Use Agreement, including without limitation all Equipment Use Fees.

SECTION 11.08 Utilities; Waiver of Damages

Non-Member Air Carrier hereby expressly waives any and all claims for damages arising or resulting from failures or interruptions of utility Services furnished by TBITEC or City hereunder including but not limited to electricity, gas, water, plumbing, sewage, telephone, communications, or for the failure or interruption of any public or passenger conveniences.

SECTION 11.09 Third Party Rights

Nothing contained herein will be deemed to create any contractual relationship between the Consortium Manager, the Maintenance Operator and the Non-Member Air Carrier or any of its employees, agents, contractors and subcontractors of any tier, nor will anything contained in this Equipment Use Agreement be deemed to give any third party any claim or right of action against City, TBITEC, the Consortium Manager, or the Maintenance Operator which does not otherwise exist without regard to this Equipment Use Agreement. Nothing contained herein shall be construed as creating an agency relationship between TBITEC and Non-Member Air Carrier. Non-Member Air Carrier shall at all times be a licensee.

SECTION 11.10 No Joint Venture

It is expressly agreed that TBITEC is not, in any way or for any purpose, a partner of Non-Member Air Carrier in the conduct of Non-Member Air Carrier's business or a member of a joint enterprise with Non-Member Air Carrier, and does not assume any responsibility for Non-Member Air Carrier's conduct or performance of this Equipment Use Agreement.

SECTION 11.11 Attorneys' Fees

In the event that Non-Member Air Carrier or TBITEC fails to perform any of its obligations under this Equipment Use Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Equipment Use Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees.

SECTION 11.12 Survival of Indemnities

Expiration or termination of this Equipment Use Agreement shall not affect the right of either party to enforce any and all indemnities given or made to the other party under this Equipment Use Agreement, nor shall it effect any provision of this Equipment Use Agreement that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of

the indemnities contained in this Equipment Use Agreement, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee.

SECTION 11.13 No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Equipment Use Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

SECTION 11.14 Severability

In the event any covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, then any invalidity of such covenant, phrase, clause, paragraph, Article, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained, and such determination shall not invalidate or render this Equipment Use Agreement unenforceable.

SECTION 11.15 Amendments

This Equipment Use Agreement contains all the agreements of the parties and, except as expressly provided herein, cannot be further amended or modified except by written agreement signed by TBITEC and Non-Member Air Carrier.

[Remainder of this page is intentionally left blank]
[Signature page immediately follows]

SECTION 11.16 Execution in Counterparts

This Equipment Use Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

THEREFORE, the parties by their authorized representatives have executed this Equipment Use Agreement on the dates provided below.

Tom Bradley International Terminal Equipment Company, Inc.

Airline

By: _____

By: _____

Name: Sheila O'Neil _____

Name: _____

Title: Chairperson _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
INSURANCE

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" are the minimum required and must be at least the level of the Combined Single Limits indicated.

	<u>LIMITS</u>
(X) Workers' Compensation (Statutory)/Employer's Liability	Statutory
(X) Broad Form All States Endorsement	
(X) Voluntary Compensation Endorsement	
(*) Longshoremen's and Harbor Workers' Compensation Act Endorsement	
(X) Waiver of Subrogation, specifically naming LAWA (Blanket endorsements are not acceptable)	
(X) Automobile Liability - covering owned, non-owned & hired auto	\$10,000,000 CSL
(X) Commercial General Liability or Airport/Aviation Liability including the following coverage:	\$10,000,000 CSL
(X) Premises and Operations	
(X) Contractual (Blanket/Schedule)	
(X) Independent Contractors	
(X) Broad Form Property Damage	
(X) Personal Injury	
(X) Additional Insured endorsement, specifically naming LAWA (Blanket Endorsements are not acceptable).	
*** Coverage for Hazardous Substances	
Sudden Occurrence	\$***
Non-sudden Occurrence	\$***

Comments: * if exposure exists, coverage is required.
*** Must meet Federal and/or State requirements.

Contractor shall be held responsible for own or hired equipment and shall hold airport harmless from loss, damage or destruction to such equipment.

INSURANCE COMPANIES MUST HAVE A BEST RATING OF A- OR BETTER, WITH A MINIMUM FINANCIAL SIZE OF AT LEAST 4.

Note: The Insurance Requirements for Los Angeles World Airports are subject to change from time to time. The Contractor is at all times required to be in compliance with the Insurance Requirements that are in effect for Los Angeles World Airports and is responsible for all costs associated therewith.