

Los Angeles
World Airports

May 22, 2013

The Honorable City Council
of the City of Los Angeles
City Hall, Room 395
Los Angeles, CA 90012

Subject: **APPROVAL OF FIRST AMENDMENT TO LEASE AND LICENSE AGREEMENT WITH TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY TO EXTEND THE TERM AND ALLOW FOR ADDITIONAL SERVICES AT LOS ANGELES INTERNATIONAL AIRPORT.**

LAX
LA/Ontario
Van Nuys
City of Los Angeles

In accordance with Section 606 of the City Charter, the Board of Airport Commissioners transmits for your approval the First Amendment to Terminal Lease and License Agreement with Tom Bradley International Terminal Equipment Company to extend the term from five years to ten years and allow for additional services at Los Angeles International Airport.

Antonio R. Villaraigosa
Mayor

RECOMMENDATION FOR CITY COUNCIL

Board of Airport
Commissioners

1. APPROVE the First Amendment to Terminal Lease and License Agreement with Tom Bradley International Terminal Equipment Company at Los Angeles International Airport.
2. CONCUR in the Board's action authorizing the Executive Director to execute the First Amendment to Terminal Lease and License Agreement with Tom Bradley International Terminal Equipment Company.
3. FIND that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III Class 1(18)(c) of the Los Angeles City CEQA Guidelines.

Michael A. Lawson
President

Valeria C. Velasco
Vice President

Joseph A. Aredas
Robert D. Beyer
Ann M. Hollister
Fernando M. Torres-Gil

Gina Marie Lindsey
Executive Director

The Board of Airport Commissioners, at their meeting held on February 19, 2013, by Resolution No. 25032 approved the First Amendment to Terminal Lease and License Agreement with Tom Bradley International Terminal Equipment Company subject to the approval of your Honorable Body is attached.

There is no fiscal impact to the City's General Fund as a result of this action.

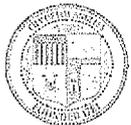
CONCLUSION

Please return the attached First Amendment with Tom Bradley International Terminal Equipment Company to the Department of Airports' Board Office after City Council approval and Certification of that approval.

Very truly yours,

Sandra J. Miller – Commission Executive Assistant II
BOARD OF AIRPORT COMMISSIONERS

cc: Trade, Commerce and Tourism Committee
Councilmember LaBonge, E-file
Councilmember Rosendahl, E-file
Councilmember Buscaino, E-file
CAO (Airport Analyst), E-file
CLA (Airport Analyst), E-file
City Clerk's Office, Enc. (one original and one copy)





RESOLUTION NO. 25119

LAX
LA/Ontario
Van Nuys
City of Los Angeles

BE IT RESOLVED that the Board of Airport Commissioners approved the First Amendment to Terminal Lease and License Agreement No. LAA-8600 with Tom Bradley International Terminal Equipment Company to extend the term from five years to ten years and allow for additional services to be provided, as referenced on the board report attached herein and made part hereof, which will generate approximately \$14,091,780 in revenue in the first year and approximately \$211,249,300 in revenue over the remaining term; and

Antonio R. Villaraigosa
Mayor

Board of Airport
Commissioners

BE IT FURTHER RESOLVED that the Board has authorized the Executive Director to execute said First Amendment upon approval as to form by the City Attorney and upon approval by the City Council; and

Michael A. Lawson
President

Valeria C. Velasco
Vice President

BE IT FURTHER RESOLVED that the issuance of permits, leases, agreements, renewals, amendments or extensions thereof, or other entitlements granting use of an existing facility at a municipal airport is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article III Class 1(18)(c) of the Los Angeles City CEQA Guidelines; and

Joseph A. Aredas
Robert D. Beyer
Ann M. Hollister
Fernando M. Torres-Gil

Gina Marie Lindsey
Executive Director

BE IT FURTHER RESOLVED that actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 606.

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I hereby certify that this Resolution No. 25119 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Tuesday, May 7, 2013.

Sandra J. Miller – Secretary
BOARD OF AIRPORT COMMISSIONERS





Report to the BOARD OF AIRPORT COMMISSIONERS

Debbie L. Bowers
Approved by: Dave Jones, Terminals Business Management

Debbie L. Bowers
Reviewed by: Debbie L. Bowers, Deputy Executive Director,
Commercial Development Group

Timothy J. [Signature]
City Attorney

Gina Marie Lindsey
Gina Marie Lindsey - Executive Director

Meeting Date

May 7, 2013

CAO Review:

Completed
 Pending
 N/A

Reviewed for	Date	Approval Status	By
Capital Budget	03/21/13	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	DS
Operating Budget	03/27/13	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	RW
CEQA	03/22/13	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	AE
Procurement	03/28/13	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Cond	MT

SUBJECT: First Amendment to the Terminal Lease and License Agreement with the Tom Bradley International Equipment Company (LAA-8600)

Approve the First Amendment to the Terminal Lease and License Agreement with Tom Bradley International Terminal Equipment Company to extend the term from five years to ten years and allow for additional services to be provided, which will generate approximately \$14,091,780 in revenue in the first year and approximately \$211,249,300 in revenue over the remaining term.

RECOMMENDATIONS:

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Class 1(18)(c) of the Los Angeles City CEQA Guidelines.
3. DETERMINE that this Amendment is exempt from a competitive process pursuant to Charter Section 371(e) (10).
4. APPROVE the First Amendment to the Terminal Lease and License Agreement with Tom Bradley International Terminal Equipment Company to: a) extend the term of the agreement from five years to ten years; b) allow additional aeronautical equipment to be maintained and additional services to be provided at Tom Bradley International Terminal, Terminal 2 and other airport areas; and, c) enhance maintenance requirements for aeronautical equipment.

5. AUTHORIZE the Executive Director to execute the First Amendment to the Terminal Lease and License Agreement after approval as to form by the City Attorney and upon approval by the Los Angeles City Council.

DISCUSSION:

1. Executive Summary

Staff requests the Board of Airport Commissioners (Board) approve the proposed First Amendment to the Terminal Lease and License Agreement (Amendment) with Tom Bradley International Terminal Equipment Company (TBITEC) to extend the term from five to ten years and allow additional services to be provided. The proposed Amendment supports the intent of airlines operating in other terminals to join TBITEC to provide more direct control over maintenance of aeronautical equipment in terminals where they operate. The proposed Amendment will generate approximately \$14,091,780 in revenue the first year and approximately \$211,249,300 in revenue over the remaining term.

2. Prior Related Actions

TBITEC, previously known as LAX Terminal Equipment Company (LAXTEC), is an airline consortium formed in 1982 as a nonprofit corporation to design, finance, install, operate and maintain passenger and aircraft support equipment in Tom Bradley International Terminal (TBIT) at Los Angeles International Airport (LAX). On December 20, 2006, Los Angeles World Airports (LAWA) entered into a five-year Exclusive License Agreement (LAA-8382) with LAXTEC covering acquisition, operation and maintenance of terminal equipment systems including jet bridges, baggage carousels and other related equipment at TBIT and the remote gates at LAX (Board Order AO-5043).

On April 19, 2010, the Board approved a three-year contract with (DA-4452) for LAXTWO Corporation (LAXTWO) to maintain certain equipment and manage daily operations in Terminal 2 at LAX (Board Resolution No. 24079). The Agreement commenced on July 1, 2010 and will terminate on June 30, 2013.

On September 17, 2011, the Board approved a five-year Terminal Lease and License Agreement with TBITEC (Agreement) to maintain certain aeronautical equipment and systems, including baggage systems, jet bridges and other airline related equipment, in TBIT at LAX (Board Resolution No. 24560). The Agreement requires the aeronautical equipment to be maintained by TBITEC at its expense and provides LAWA's Executive Director with oversight of the consortium membership agreement and fees and charges that TBITEC can levy against airlines that use the aeronautical equipment it maintains. The Agreement also provides that TBITEC can procure replacement aeronautical equipment if the equipment is at the end of its useful life, subject to approval of the Executive Director, or the Board if the amount exceeds the Executive Director's authority. Upon execution of this Agreement, the Exclusive License Agreement with LAXTEC (LAA-9382) was terminated.

3. Current Action

In July 2010, after multiple years of litigation, LAWA and LAXTWO agreed to early termination of LAXTWO's lease of Terminal 2. At the same time, LAWA required LAXTWO to assume transitional responsibility for maintenance and operation of Terminal 2 through a three-year agreement. In August 2012, the air carriers operating in Terminal 2 elected to join TBITEC and have asked LAWA to transfer operation and maintenance responsibility for Terminal 2 aeronautical equipment to the airlines' consortium. LAWA's contract with LAXTWO to perform these services in Terminal 2 terminates on June 30, 2013.

With the addition of Terminal 2 and new equipment and services to be provided by TBITEC in TBIT and Terminal 2, LAWA also sought to amend the Agreement in a variety of ways to assist with effective and efficient terminal operations. The terms of the proposed Amendment will: (a) extend the term of the agreement from five to ten years; (b) allow additional aeronautical equipment to be maintained and additional services to be provided by TBITEC in TBIT, Terminal 2 and other airport areas; and, (c) enhance maintenance requirements for aeronautical equipment. For consistency and quality of service to the airlines, staff determined that a competitive process would be impractical or undesirable to LAWA. Key components of the Amendment include:

Term:

The proposed Amendment extends the term from a five-year agreement to a ten-year agreement with an expiration date of September 15, 2021, unless earlier terminated by either party upon 180 days advance written notice.

Rent:

The proposed Amendment requires TBITEC to pay rent pursuant to Board-adopted rates. TBITEC, as an airline consortium formed to manage specified terminal facilities, has executed LAWA's Rate Agreement.

Premises:

The proposed Amendment will include premises of approximately 95,000 square feet in TBIT and approximately 56,000 square feet in Terminal 2 at LAX. The premises include baggage conveyance system areas, baggage control rooms, and the baggage make-up areas.

Consortium Services

The proposed Amendment provides a list of potential services and aeronautical equipment that can be assigned to TBITEC by the Executive Director. If new equipment is assigned, TBITEC will be required to submit an equipment maintenance plan for LAWA's review and approval to ensure equipment is maintained to appropriate standards. When equipment is assigned to TBITEC and it becomes responsible for maintenance of the equipment, TBITEC will recover the cost of maintenance directly from the airlines and LAWA will reduce billing accordingly. However, under the Rate Agreement LAWA may be responsible for cost recovery of certain services to be assigned to TBITEC. In these cases, LAWA will continue to bill the airlines directly, and contract with TBITEC to provide these services.

TBITEC Rates, Fees, and Charges

The Agreement allows TBITEC to charge Member / Non-Member Airlines for the services it provides. The proposed Amendment requires TBITEC to submit rates to LAWA's Executive Director for review and approval by December 31 annually. Also, as the result of a LAWA-sponsored capital project, non-TBIT / Terminal 2 airlines may be required to use certain

aeronautical equipment operated and maintained by TBITEC. In such circumstances, the proposed Amendment requires that TBITEC charge rates no greater than the Board-approved rates in effect for the same or similar equipment or service.

Maintenance of Aeronautical Equipment

The Agreement requires TBITEC to operate and maintain equipment to original equipment manufacturer or industry standards. Staff proposes to expand maintenance and repair requirements to ensure LAWA-owned equipment is maintained to the highest standards. Therefore, pursuant to the proposed Amendment, when new equipment is assigned, TBITEC will submit a maintenance plan for LAWA's review and approval. Further, TBITEC will submit maintenance records and reports to LAWA in a form and frequency as determined by the Executive Director.

The table below provides a summary of key elements of the proposed Amendment to the Lease and License Agreement:

Lease and License Agreement First Amendment Summary		
	Current	Proposed
Term:		
Commencement	September 16, 2011	No Change
Expiration	September 15, 2016	September 15, 2021
Cancellation Provision	180 days written notice	No Change
Premises:		
TBIT	95,531 SF	91,923 SF
Terminal 2	NA	55,493 SF
Consortium Services:		
	Operation and Maintenance of the following equipment and systems:	Operation and Maintenance of the following equipment and systems:
	<ul style="list-style-type: none"> • Passenger Boarding Bridges • Checked Baggage Inline System • Ground Power Units • Potable Water Cabinets • Pre-conditioned Air Systems 	<ul style="list-style-type: none"> • Passenger Boarding Bridges • Baggage Handling System • Ground Power Units • Potable Water Cabinets • Pre-conditioned Air Systems • Hydrant Fuel System & Pits • Gate Control & Scheduling • Ramp Control • Ramp Fire Equipment • Terminal equipment: Paging system, ticket counter bag scales • Custodial Services - Holdrooms

Staff requests that the Board approve the proposed Amendment and authorize the Executive Director to execute the Amendment subject to approval as to form by City Attorney and approval by City Council.

4. Alternatives Considered

▪ ***Not amend the Lease and License Agreement***

The Agreement as written is specific to services and aeronautical equipment maintenance in TBIT. Not amending the Agreement will prevent TBITEC's operation and maintenance of aeronautical equipment and the performance of services at other terminals as requested by airlines.

▪ ***Assign management and operation of terminal services and equipment to LAWA staff***

The terminal services and aeronautical equipment maintenance provided in the Agreement are typically performed by airlines due to the propensity to disrupt airline operations. LAWA staff does not have the same expertise and/or ability to control airline operations as the airlines do.

FISCAL & ECONOMIC IMPACT STATEMENT:

Approval of the proposed Amendment will generate approximately \$14,091,780 of revenue in the first year and approximately \$211,249,300 over the term of the Agreement.

This item will not have an immediate impact on the LAWA Operating Budget, but provides the potential for reductions in the future if services are transferred from LAWA to TBITEC.

STANDARD PROVISIONS:

1. The issuance of permits, leases, agreements, renewals, amendments or extensions thereof, or other entitlements granting use of an existing facility at a municipal airport is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article III, Class 1(18)(c) of the Los Angeles City CEQA Guidelines.
2. The Amendment is subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of the Los Angeles City Charter Section 606.
4. TBITEC will comply with the provisions of the Living Wage/Service Contractor Worker Retention Ordinances.
5. The Minority/Women Business Enterprise Program does not apply to Leases pursuant to the Mayor's Executive Directive 2001-26.
6. TBITEC will comply with the provisions of the Affirmative Action Program.
7. TBITEC is exempt from obtaining a Business Tax Registration Certificate Number.
8. TBITEC will comply with the provisions of the Child Support Obligations Ordinance.

9. TBITEC must have approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports prior to execution of the Terminal Lease and License Amendment.
10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).
11. TBITEC must submit a CRP Pledge of Compliance and comply with the provisions of the Contractor Responsibility Program prior to execution of the Terminal Lease and License Amendment.
12. This action is not subject to the provisions of the Equal Benefits Ordinance.
13. TBITEC will be required to comply with the provisions of the First Source Hiring Program for all non-trade LAX jobs.
14. This action is not subject to the provisions of the Bidder Contributions CEC Form 55.

**FIRST AMENDMENT TO LOS ANGELES INTERNATIONAL AIRPORT
TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY
LEASE AND LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO LOS ANGELES INTERNATIONAL AIRPORT TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY LEASE AND LICENSE AGREEMENT (this "First Amendment"), dated as of _____, 2013, is made by and between the City of Los Angeles, a municipal corporation, acting by and through the Board of Airport Commissioners (the "Board") of Los Angeles World Airports, a department of the City of Los Angeles (collectively, "City"), and Tom Bradley International Terminal Equipment Company, a California nonprofit mutual benefit corporation ("TBITEC").

RECITALS

A. Pursuant to the Los Angeles International Airport Tom Bradley International Terminal Equipment Company Lease and License Agreement LAA-8600 dated September 16, 2011 (the "Agreement"), TBITEC leased from City, and City leased to TBITEC, certain space in TBIT and licensed to TBITEC Aeronautical Equipment, for the purpose of operation and maintenance for the benefit of Member Air Carriers and Non-Member Air Carriers.

B. TBITEC desires to lease from City, and City desires to lease to TBITEC, certain space in the Tom Bradley International Terminal ("TBIT"), Terminal 2 ("T2") and other airport areas and license to TBITEC additional Aeronautical Equipment, for the purpose of providing services as further described herein.

C. Accordingly, City and TBITEC desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, City and TBITEC agree that the Agreement shall be amended as follows:

Section 1.0 **Exhibits K through P** of the Agreement remain unchanged. The following Exhibits and Schedules referenced in the Agreement shall be revised as follows and are attached hereto and incorporated herein:

Exhibit A	Potential Consortium Services
Exhibit B	Premises
Exhibit C	Existing Aeronautical Equipment
Exhibit D	New Aeronautical Equipment
Exhibit E	Replacement Aeronautical Equipment
Exhibit F	Member Agreement
Exhibit G	Form of Equipment Use Agreement
Exhibit H	Form of Equipment Access Agreement
Exhibit I	Form of Transfer of Possession
Exhibit J	Insurance

Schedule 1	Basic Information Schedule
Schedule 2	Rate Methodology
Schedule 3	Rate Agreement
Schedule 4	Maintenance Schedule

Section 2.0 The following defined terms shall be added to Section 1.01 of the Agreement:

“Assignment of Service Notification” means the notice utilized by the Executive Director to assign services to TBITEC under this Agreement.

“Tenant Project Approval Process” means the formal review process in place to manage and logistically coordinate tenant construction projects at the Airports.

Section 3.0 All references to “TBIT” in the Agreement shall be replaced with “TBIT, T2 and other airport areas.”

Section 4.0 All references in the Agreement to the leasing of any of the Aeronautical Equipment shall be replaced with the licensing of the Aeronautical Equipment.

Section 5.0 Section 2.01(a) of the Agreement shall be deleted and replaced with the following:

“Upon and subject to the conditions and limitations set forth in this Agreement, City hereby agrees to lease to TBITEC, and TBITEC hereby agrees to lease from City, the Premises as described and delineated in Exhibit B, upon the terms and conditions set forth in this Agreement, for the purposes of: providing aeronautical services to Member Air Carriers and Non-Member Air Carriers; and acquiring, operating and maintaining the Aeronautical Equipment.”

Section 6.0 Section 2.03 of the Agreement shall be deleted and replaced with the following:

“The term of this Agreement (“Term”) shall commence on the Effective Date and shall terminate September 15, 2021, subject, however, to earlier termination with or without cause by either party upon one hundred eighty (180) days’ advance written notice, and to such earlier termination as herein provided.”

Section 7.0 Section 3.01 shall be deleted and replaced with the following:

“3.01 TBITEC shall use the Premises and operate the Aeronautical Equipment for Member Air Carriers and Non-Member Air Carriers, to perform any of the assigned services listed in Exhibit A, Potential Consortium Services, attached hereto and incorporated by reference herein, that have been assigned to TBITEC pursuant to the issuance of one or more Assignment of Service Notifications issued by the Executive Director in accordance with Section 3.01(a) herein. The Executive Director shall have the authority, without further action of the Board or City Council,

to amend Exhibit A to expand the list of Potential Consortium Services and to assign such services to TBITEC. Additionally, TBITEC shall use the Premises in accordance with the Agreement and for the carrying out of activities reasonably necessary or convenient for the purpose of the foregoing.

(a) The Executive Director will issue an Assignment of Service Notification to implement any service from Exhibit A that City elects for TBITEC to provide. In the Assignment of Service Notification, City may specify certain deliverables to be submitted by TBITEC prior to commencing the service.

(b) The Executive Director may authorize services that will require direct payment from City to TBITEC. City shall compensate TBITEC for all direct costs for such services, plus a fifteen percent (15%) administrative fee. It is contemplated that a separate contract for such services will be entered into between City and TBITEC whenever TBITEC is authorized to provide these services. This authorization may be granted by the Executive Director so long as it is within the Executive Director's contracting authority, subject to City Attorney approval.

(c) Relinquishment of Service. City may, at its discretion, require TBITEC to cease performance of assigned services by providing TBITEC a thirty- (30-) day written notice."

Section 8.0 Article 4 of the Agreement shall be deleted and replaced with the following:

"4.01. Rent. TBITEC shall pay as rent the fees and charges calculated pursuant to the Board-adopted rates and charges methodology (the "Rate Methodology") and as set forth in this Agreement. The Board-adopted Rate Methodology is attached hereto as Schedule 2. The rent described in this Section 4.01 is subject to adjustment by the Board by resolution, and TBITEC shall pay the rent based on the then Board-approved rates. TBITEC entered into a Rate Agreement with City, which signed agreement is attached as Schedule 3. TBITEC's rent shall be adjusted pursuant to the terms conditions of the Rate Agreement. The current rent is attached as Basic Information Schedule, Schedule 1.

4.02. Books and Records; Annual Consultation.

(a) Landlord's Records. City will keep books and records sufficient for the purpose of substantiating for auditing purposes all amounts of the Terminal Buildings Charge. TBITEC may from time to time, but no more often than once during any calendar year, examine (and, in the course of the examination, may copy) and audit City's books and records for the purpose of verifying the amounts of the Terminal Buildings Charge payable by TBITEC (whether or not already paid). TBITEC shall only be permitted to examine and audit City's books and records using a nationally recognized independent accounting firm. The expense of any such examination or audit shall be borne by TBITEC. The conduct of any examination or audit as provided in this Section 4.02(a) shall not affect TBITEC's obligations to pay all amounts due and payable in accordance with the provisions of the Agreement. TBITEC will keep all information obtained from City's books and records confidential, and TBITEC will use good faith efforts to cause TBITEC's agents and employees to keep all information obtained from City's books and

records confidential.

(b) Annual Consultation. On at least one occasion during each complete Lease Year during the Term, City will attempt to arrange a meeting with representatives of TBITEC for the purpose of discussing matters relating to the financial aspects of the Agreement. At the request of City or TBITEC, the meeting will include representatives of the other Terminal Users.

(c) Other Sums Deemed Additional Rent. Any sum of money payable by TBITEC to City under any provision of the Agreement, except for the Terminal Buildings Charge, shall be deemed additional rent.

(d) Late Charges. If TBITEC shall fail to pay any installment of the Terminal Buildings Charge or any amount of additional rent within five days after it becomes due, TBITEC will pay to City, in addition to the installment of the Terminal Buildings Charge or amount of additional rent, as the case may be, as additional rent, a sum equal to interest at the Stipulated Rate on the unpaid overdue amount, computed from the date the payment was due to and including the date of payment. If TBITEC shall fail to pay any installment of the Terminal Buildings Charge within five days after it becomes due, in addition to interest at the Stipulated Rate, TBITEC will pay to City a late charge in the amount of two percent (the "Terminal Buildings Charge Late Charge") of the amount of the delinquent installment of the Terminal Buildings Charge. If TBITEC shall fail to pay any additional rent within ten days after it becomes due, in addition to interest at the Stipulated Rate, TBITEC will pay to City a late charge in the amount of five percent (the "Additional Rent Late Charge") of the delinquent additional rent. No Additional Rent Late Charge shall be payable for any item of additional rent that constitutes a late charge or interest. TBITEC acknowledges that the Terminal Buildings Charge Late Charge and the Additional Rent Late Charge are intended to reasonably compensate City for additional expenses incurred by City by reason of TBITEC's failure to timely pay the Terminal Buildings Charge and additional rent, which expenses are difficult to ascertain, and are not intended to be in the nature of a penalty.

(e) No Counterclaim, Abatement, etc. Except as expressly provided to the contrary in the Agreement, TBITEC will pay the Terminal Buildings Charge and all additional rent payable under the Agreement without notice, demand, counterclaim, setoff, deduction, defense, abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of TBITEC under this Agreement shall in no way be released, discharged or otherwise affected for any reason, whether foreseen or unforeseen. TBITEC waives, to the extent permitted by applicable law, all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender the Agreement or the Premises or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of the Terminal Buildings Charge and all additional rent payable by TBITEC hereunder. To the extent permitted by applicable law, all payments by TBITEC to City made hereunder shall be final, and TBITEC will not seek to recover any such payment or any part thereof for any reason. In the event of any dispute regarding the amount of the Terminal Buildings Charge or any amount of additional rent payable under Agreement, (a) City's computation of the amounts due shall be presumed correct, and TBITEC will continue to pay the amounts due as computed by City unless TBITEC shall have obtained a final, unappealable order to the contrary from a court of competent jurisdiction, and (b) to the extent

permitted by applicable law, TBITEC waives any right to seek or obtain any provisional remedy before obtaining such a final order. If it is determined by a final, unappealable order of a court of competent jurisdiction that TBITEC was not obligated to pay any amount disputed by TBITEC but nevertheless paid by TBITEC under protest, City will refund to TBITEC the amount of any excess payments, together with interest on the amounts refunded from the time of their payment to City until the time of refund, at an annual rate per annum equal to the Reimbursement Rate.

4.03 No Waiver; Retroactive Payments. The failure by City to timely comply with the provisions of this Article 4 relating to the adjustment of the Terminal Buildings Charge or any item of additional rent shall not be construed as a waiver of City's right to the adjustment of the Terminal Buildings Charge or to the adjustment of any additional rent. If a determination of the adjusted Terminal Buildings Charge or of any item of additional rent is not completed before any relevant date, TBITEC will continue to pay the amounts applicable to the preceding period, and if the Terminal Buildings Charge or any item of additional rent as of any relevant date is thereafter determined to be an amount greater than that paid by TBITEC, the adjusted amount shall take effect, and shall promptly be paid by TBITEC, retroactively to the date when the payment would have been due absent the failure to timely complete the determination of the appropriate adjustment. If City has substantially complied with the provisions of this Article 4 relating to the adjustment, City shall be entitled to receive, in addition to all amounts of additional rent becoming retroactively effective, interest on the retroactive amounts from the date of the invoice for the retroactive amount due until the date of payment to City, at an annual rate per annum equal to the Reimbursement Rate.

4.04 Manner of Payment. All payments of the Terminal Buildings Charge and other amounts payable under the preceding provisions of this Article 4 shall be paid in U.S. dollars without setoff or deduction by mailing to the following address:

City of Los Angeles
Department of Airports
Accounts Receivable
Los Angeles, California 90074-4989

City may from time to time designate any other address to which the payments shall be made. As a matter of courtesy, invoices may be sent by City to TBITEC, but notwithstanding any custom of City in sending invoices, the receipt of an invoice shall not be a condition to any payment due to City from TBITEC. All payments, including each payment check and remittance advice, shall include the contract number assigned to the Agreement by City, which is stamped on the first page of the Agreement (but failure to do so shall not constitute a default by TBITEC under the Agreement). No payment by TBITEC or receipt by City of a portion of any sum due under the Agreement shall be deemed to be other than a partial payment on account of the earliest sum next due from TBITEC. No endorsement or statement on any check or any letter accompanying a check or other payment from TBITEC shall be deemed an accord and satisfaction, and City may accept the check or other payment, and pursue any other remedy available under the Agreement. City may accept any partial payment from TBITEC without invalidation of any notice required to be given under the Agreement and without invalidation of

any notice required to be given under the provisions of California Code of Civil Procedure Section 1161, et seq.”

4.05. Faithful Performance Guaranty and Payment Obligations.

(a) TBITEC 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 City pursuant to this Agreement. The initial amount of the Faithful Performance Guaranty shall be three (3) months of Fees payable by TBITEC to City based on the estimated Fees payable as of the first month of the Fiscal Year. TBITEC covenants and agrees to maintain and cause to be maintained such Faithful Performance Guaranty during the Term.

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

(c) If TBITEC’s monthly monetary obligation to City 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 City to increase the Faithful Performance Guaranty, correspondingly be increased to a sum three (3) times the new monthly monetary obligation.

(d) 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. TBITEC shall furnish a copy of any irrevocable letter of credit prior to the Effective Date or within thirty (30) days following a notice by City under Sections 4.05(b) or 4.05(c).

(e) If, for any reason, the Faithful Performance Guaranty is not maintained in sufficient amount throughout the Term, City, subject to the notice requirements of Section 17.01, may terminate this Agreement at any time upon giving TBITEC a thirty (30) day advance written notice.

Section 9.0 Section 5.02(c) shall be deleted and replaced with the following:

“City Approval. The rates, fees and charges to be paid by Member Air Carriers, Non-Member Air Carriers and Handlers, including Member Air Carrier membership fees and TBITEC Expenses and TBITEC Overhead, shall be submitted to City before April 1 of each year of the Term, and such rates, fees and charges shall be subject to the written approval of the Executive Director prior to their effectiveness, which approval shall not be unreasonably withheld. Such rates, fees, and charges shall detail costs based on assigned services in effect at the time of submittal of rates, fees and charges and shall include all such data that will provide the Executive Director with sufficient information to determine the reasonableness of such rates, fees and charges. If the Executive Director does not approve such rates, fees and charges, either in whole or in part, City shall provide TBITEC with a written explanation of such disapproval (“City Notice”). TBITEC shall then have thirty (30) days from the receipt of City Notice to respond.

The prior year's rate, fee or charge shall be in effect until such time the Executive Director approves any rate, fee or charge to be paid by Member Air Carriers, Non-Member Air Carriers or Handlers."

Section 10.0 The following provision shall be added as Section 5.05:

"City may, as the result of various airport projects, require air carriers to use the Aeronautical Equipment and/or services. For such use, TBITEC may recover from City the charges at rates not to exceed Board approved rates in effect for the same or similar equipment or service."

Section 11.0 Section 6.01(a) shall be deleted and replaced with the following:

"Subject to the provisions of Section 8.04(b) and to City's rights pursuant to Sections 6.06, 13.01(a) and 15.02, and maintenance plan(s) submitted to City by TBITEC, TBITEC shall maintain, repair, and replace, as needed, the Aeronautical Equipment, at its sole cost, to keep the Aeronautical Equipment operational. Upon commencement of this First Amendment, TBITEC shall submit a maintenance plan for Existing Aeronautical Equipment, noted on Exhibit B, to Airport's Facility Management Division within thirty (30) days. In the event that City and TBITEC add New Aeronautical Equipment pursuant to Section 8.03(c) or additional services, TBITEC shall submit to Airport's Facility Management Division within thirty (30) days an equipment maintenance plan for City's review and approval. City reserves the right to require TBITEC to revise and record changes to maintenance plan(s) submitted for review and approval. Maintenance plans submitted to and approved by City may be updated from time to time by the Executive Director without the prior approval of the Board or City Council. Parts replacement for maintenance shall not require TBITEC to use City's Tenant Project Approval Process, however, replacement of the Aeronautical Equipment shall be subject to City's Tenant Project Approval Process."

Section 12.0 Section 6.03 shall be deleted and replaced with the following:

"TBITEC shall, or shall cause its Maintenance Operator and its TBITEC Vendor(s) to periodically inspect and test the Aeronautical Equipment, consistent with industry standards and manufacturer guidelines or, and maintain a log, open to City inspection at any time, of any and all repairs and maintenance performed or planned to be performed on the Aeronautical Equipment. If and to the extent any such repair is covered by a warranty, TBITEC shall give specific notice to the Airport's Airports' Facility Management Division."

Section 13.0 The following shall be added as Section 6.11:

"Records and Reports. TBITEC may be required, at the direction of the Executive Director, to submit maintenance records and schedules to City in such form and frequency as determined by the Executive Director."

Section 14.0 The first sentence of Section 8.04(a) shall be revised as follows:

"Pursuant to the Member Agreement, the rights conferred upon TBITEC under this Agreement will be delegated to and exercised by a Consortium Manager, Maintenance Operator and one or

more TBITEC Vendors selected by TBITEC, with the prior written review and approval of the Executive Director.”

Section 15.0 Section 9.02(a) (i) and (b) shall be deleted and replaced with the following:

“(i) Recapture of Sublet Space. If City elects to recapture the Proposed Sublease Space, TBITEC may, within thirty (30) days of delivery of City’s notice and no less than thirty (30) days prior to the date specified in TBITEC’s notice referred to in the first sentence of Section 9.02(a), elect by notice to City to withdraw its notice of intent to sublet, and the Proposed Sublease Space will remain in the Premises. If TBITEC does not elect to withdraw the notice of intent to sublease, (i) TBITEC will surrender the Proposed Sublease Space on the date specified in TBITEC’s notice referred to in the first sentence of Section 9.02(a), in the condition required by the provisions of this Agreement, (ii) the Proposed Sublease Space shall be eliminated from the Premises, (iii) the Terminal Buildings Charge shall be recalculated after subtracting the Rentable Area of the Proposed Sublease Space from the then Rentable Area of the Premises immediately before the recapture, (iv) any other additional rent payable for any period from and after the date of the recapture shall be appropriately adjusted, (v) any necessary proration of Terminal Buildings Charge and all other additional rent will be made as if, for the Proposed Sublease Space, the date of the recapture were the last day of the Term, (vi) TBITEC will reimburse City, promptly upon request, for City’s reasonable costs of separately demising the Proposed Sublease Space, in a manner mutually acceptable to City and TBITEC, and (vii) TBITEC shall be released from all liability or obligations hereunder relating to the Proposed Sublease Space except such liabilities or obligations that occurred during TBITEC’s occupancy and which expressly survive termination of this Agreement. If the Proposed Sublease Space is all of the Premises (or so much of the Proposed Sublease Space that, in City’s reasonable opinion, no other potential Aeronautical User could make use of the Sublease Space for the purpose of conducting passenger flight operations from TBIT), and if City elects to recapture the Proposed Sublease Space, (i) TBITEC will surrender the Premises on the date specified in the notice referred to in the first sentence of Section 9.02(a), in the condition required by the provisions of this Agreement, (ii) the Terminal Buildings Charge and all additional rent will be prorated as of the date of the recapture, and (iii) this Agreement will terminate (subject to the provisions of this Agreement that survive termination) as of the date of the recapture.

(b) Assignments. If TBITEC wishes to assign this Agreement, TBITEC will notify City of its intention to assign and the date on which the Premises and the Aeronautical Equipment will become available, which date shall be no later than twelve (12) months following the delivery of the notice. City may, within thirty (30) days of the delivery of TBITEC’s notice, elect by notice to TBITEC to recapture the Premises and the Aeronautical Equipment. If City fails timely to make either election, City will be deemed to have made an election not to recapture the Premises or the Aeronautical Equipment, with the same effect as if that election had been made. If City elects to recapture the Premises and the Aeronautical Equipment, (i) TBITEC will surrender the Premises and the Aeronautical Equipment on the date specified in the notice referred to in the first sentence of this Section 9.02(b), in the condition required by the provisions of this Agreement, (ii) the Terminal Buildings Charge and all additional rent will be prorated as of the date of the recapture, and (iii) this Agreement will terminate (subject to the provisions of this

Agreement that survive termination) as of the date of the recapture. Before assigning this Agreement, TBITEC will submit to City a request for City's consent to the assignment, which request shall contain or be accompanied by the following information: (i) the name and address of the proposed assignee, (ii) the basic economic terms and conditions of the proposed assignment, (iii) the nature and character of the business of the proposed assignee and of its proposed use of the Premises and the Aeronautical Equipment, and (iv) current financial information as to the proposed assignee. Within thirty (30) days following TBITEC's request for City's consent to an assignment, City will advise TBITEC as to whether City consents to the assignment."

Section 16.0 Section 10.01(b) shall be deleted and replaced with the following:

"Upon the expiration of the Term or earlier termination of this Agreement, TBITEC will quit and surrender to City the Premises broom clean and in good order and in the condition required by the provisions of this Agreement, ordinary wear and tear, casualty damage governed by this Agreement and damage which City is obligated to repair under this Agreement in each case excepted. Aeronautical Equipment shall be surrendered in good order and in the condition required by the provisions of this Agreement, ordinary wear and tear excepted."

Section 17.0 The following shall be added as Section 16.09:

"16.09 Compliance with Los Angeles City Charter Section 470(c) (12) and 609(e).

(a) The Contractor, other underwriting firm members of the underwriting syndicate, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c) (12), 609(e) and related ordinances, regarding limitations on campaign contributions and fundraising to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Contractor and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to City as specified by law. Any Contractor and other underwriting firm members of the underwriting syndicate subject to Charter Section 470(c) (12) and 609(e) shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions. As provided in Charter Sections 470(c) (12), 609(e) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract/Resolution # _____. Pursuant to City Charter Section 470(c) (12) and 609(e), underwriting firm, subcontractor and principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after City contract is signed. Additionally, gifts are limited to elected officials and certain City officials. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics

Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

(b) Contractor, underwriting firms, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle City to terminate this Agreement and pursue any and all legal remedies that may be available.”

Section 18.0 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of the Agreement, and except as expressly amended herein, all of the terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by Executive Director and TBITEC has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

CITY OF LOS ANGELES

Date: _____

By: _____
Executive Director
Department of Airports

APPROVED AS TO FORM:

Carmen A. Trutanich, City Attorney

Date: 5/14/13

By: Cynthia Alexander
Deputy/Assistant City Attorney

**TOM BRADLEY INTERNATIONAL
TERMINAL EQUIPMENT
COMPANY**

Date: March 22, 2013

By: Carrie E. Sullivan

Name: Carrie E. Sullivan

Title: Chair of TBITEC

ATTEST:

Date: 3-22-13

By: [Signature]

Name: Steve Rowland

Title: General Manager

[SEAL]

PBB Related Equipment

Gate	Location	Ground Power Unit	Pre-Conditioned Air Units	Potable Water Cabinets	Rapid Recharger	VGDS	RSMS
101 GPU	TBIT	INET 180 KVA Ground Mounted	INET PDX-35				
101 FWD	TBIT	INET 180 KVA Point of Use	INET PDX-40	WC98-Phoenix			
102 FWD	TBIT	INET 180 KVA Point of Use	INET PDX-40	WC98-Phoenix			
103 AFT	TBIT	INET 180 KVA Point of Use	INET PDX-35	WC98-Phoenix			
103 FWD	TBIT						
104 AFT	TBIT	INET 180 KVA Central System	INET PDX-35	WC98-Phoenix			
104 FWD	TBIT						
105 AFT	TBIT	INET 180 KVA Central System	INET PDX-35	WC98-Phoenix			
105 FWD	TBIT	INET 180 KVA Ground Mounted	INET PDX-43				
106 AFT	TBIT	INET 140 KVA Central System	INET PDX-44	WC98-Phoenix			
119	TBIT	INET 140 KVA Central System	INET PDX-35	WC98-Phoenix			
120 FWD	TBIT						
120 AFT	TBIT	INET 180 KVA Point of Use	INET PDX-35	WC98-Phoenix			
121 AFT	TBIT	INET 180 KVA Point of Use	INET PDX-35	WC98-Phoenix			
121 FWD	TBIT						
122 FWD	TBIT	INET 90 KVA Point of Use Single Cbl	INET PDX-15	WC98-Phoenix			
123A	TBIT	INET 180 KVA Point of Use	INET PDX-40	WC98-Phoenix			
123B	TBIT	INET 90 KVA Point of Use Single Cbl	INET PDX-15	WC98-Phoenix			
123 GPU	TBIT	INET 180 KVA Ground Mounted					
PBB-134 1	TBIT	180 KVA/SN 44274			GSE 300DPI/hf /GSE 300DPI-002	Display T3- 24/0985-3002	All gates
PBB-134 2	TBIT	180 KVA/SN 44275	APC6000/ 63723	S11F-1000/ SN 13531			All gates
PBB-134 3	TBIT		APC6000/ 63724	S11F-1000/ SN 13528			All gates
PBB-132 1	TBIT	180 KVA/ SN 44273			GSE 300DPI/hf /GSE 300DPI-002	Display T2- 18/2012327	All gates
PBB-132 2	TBIT		APC6000/ 63722	S11F-1000/ SN 13471			All gates
PBB-130 1	TBIT	180 KVA/ SN 44271				Display T2- 18/2012324	All gates
PBB-130 2	TBIT	180 KVA/ SN 44272	APC6000/ 63720	S11F-1000/ SN 13574			All gates
PBB-130 3	TBIT		APC6000/ 63721	S11F-1000/ SN 13577			All gates

**TBIT BHS additional spare parts
Inventory 5/5/11 by LAWA**

Outbound Conveyors and Security Matrix- Mechanical Spare Parts				
Siemens Part #	Part Description	Manufacturer	Rec Spares	Receiv Onsite
Power				
Not Presently Assigned	Upper Holder Assy. Metal Complete	Transnorm	5	5
Not Presently Assigned	Lower Holder Assy. Metal Complete	Transnorm	5	5
Not Presently Assigned	1 7/16" 2-Bolt Flange Dodge	Dodge	5	5
Not Presently Assigned	1 7/16" Trommellager Assy.	Transnorm	5	5
Not Presently Assigned	Belt Repair Kit (15' Beading, Stitcher, & Instru.)	Transnorm	1	1
HSD				
ALH-0000-017	Paddle Pivot Weldment	Siemens	4	4
ALH-0000-018	Paddle Frame Weldment	Siemens	4	4
ALH-0000-019	Drive Shaft	Siemens	4	4
ALH-0000-039	Roller Nose, Micro-V	Siemens	4	4
AL242-020224	Sheave Serp TL6J2.24, 1108	Siemens	4	4
AL260-0110	BSHG TL 1108 X 7/8	Dodge	4	4
AL6603-20-30	Vertical Belt W/V Guide	Siemens	6	4
AL229-0502	Brg. Ball, 6205 2RS, 52MM X 25MM X 15MM	Siemens	5	5
AL275-6650	Belt Serp 650J6	Siemens	5	5
AL229-0107	Brg, Cam Follower Cyr-1-3/4 S	McGill	5	5
AL223-9847	Brg Torrington KP47BFS464	Torrington	5	5
ALH-0000-028	Sprocket Machined Sensor	Siemens	4	4
ALH-0000-058	Weldment, Tie Rod Cam & Sprocket	Siemens	4	4
AL6603-30-38	Pulley Idler Flgd Universal P2B	Siemens	4	4
AL6603-30-31	Wrap Spring Clutch Support Bushing	Siemens	4	4
AL6603-30-18	Sprocket Cam Machined	Siemens	4	4
AL223-9823	Brg Torrington KP23B	Torrington	5	5
6603-30-05	Rod Connecting	Siemens	4	4
AL226-0409	Brg Rod End Fm X 3/4 Eye	Durabal	8	8
AL6603-30-34-R	Rods Chain Tightening	Siemens	4	4
AL6603-30-34-L	Rods Chain Tightening	Siemens	4	4
6603-30-10	Weldment, Shaft, CB-10	Siemens	6	6
AL223-8211	Brg Torrington S10KPP2	Torrington	6	6
AL220-3208	Brg Dodge 2BPB SC X 3/4	Dodge	6	6
AL272-071700	Belt Timing 1700H150	Dodge	6	6
AL233-251506	Spkt Idler Universal B5015H	Martin	6	6
AL200-0219	Motor Bldr VM3546T 1HP Nema 143TC	Baldor	4	4
AL871C-A5N18-N3	Prox Sensor All-Brdly #871C- A5N18-N3	Allen Bradley	6	6
AL889-R3AFC-6F	Cable All- Brdly #871C A5N18-N3	Allen Bradley	4	4
AL257-4129	Slide Roller GS 1 Dia X 29-3/4 Lg	Ralph Pugh Co	5	5
AL206-06020	Clutch/Brk Super CB-10 CCW	Deltran Pt	1	1
AL216-1024024	Reducer Hub City #214B (5:1) 145TC	Hub City	2	0
AL376-27510136	Solenoid Kit Use On AL206-0605 Or AL206-06020	Warner	2	0
AL206-07018	Clutch/Brk Super CB-10 CW	Deltran Pt	1	1
AL216-1024624	Reducer Hub City #214C (5:1) 145TC	Hub City	2	0
AL376-27510135	Solenoid Kit Use On AL206-0705 Or AL206-07018	Deltran Pt	2	0

**TBIT BHS additional spare parts
Inventory 5/5/11 by LAWA**

Conveyors				
AL206-0208	Conduit Box Warner 5370-101-042	Warner	1	1
AL219-0000	Torque Arm Assy Kit Dodge Txt1	Dodge	1	1
AL219-0001	Torque Arm Assy Kit Dodge Txt2	Dodge	1	1
AL219-0009	Torque Arm Assy Kit Dodge Txt4	Dodge	1	1
AL219-0507	BSHG Dodge #241292 Txt 1X1-7/16	Dodge	1	1
AL219-0516	BSHG Dodge #242164 Txt 2X1-11/16	Dodge	1	1
AL219-0518	BSHG Dodge #242168 Txt 2X1-15/16	Dodge	1	1
AL219-0527	BSHG Dodge #243272 Txt 3X1-15/16	Dodge	1	1
AL219-0536	BSHG Dodge #244093 Txt 4X1-15/16	Dodge	1	1
AL221-041900	BRG SImstr 5KWZ-LOC 2BFB-1 7/16 MH Plug	Sealmaster	5	5
AL221-041901	BRG SImstr 5KWZ-LOC 2BFB-1 7/16 MH Zerk	Sealmaster	2	2
AL221-291900	BRG SImstr 5KWZ-LOC WSTU-1 7/16 MH Plug	Sealmaster	5	5
AL221-293100	BRG SImstr 5KWZ-LOC WSTU-2 3/16 MH Plug	Sealmaster	5	5
AL221-492700	BRG SImstr 5KWZ-LOC 4BFB-1 15/16 MH Plug	Sealmaster	5	5
AL221-493100	BRG SImstr 5KWZ-LOC 4BFB-2 3/16 MH Plug	Sealmaster	5	5
AL224-0205	WSHR Thrust Brz 3/4 Id X 1-3/4 Od X 1/8	Oilube	5	5
AL224-0206	WSHR Thrust Brz -1/4 Id X 2 Od X 1/8	Oillite	4	4
AL230-0423	Spkt Martin 50BTB23H 2012 TI	Martin Sprocket	1	1
AL230-0618	Spkt Martin 80BTB18H 2012 TI	Martin	1	1
AL230-0620	Spkt Martin 80BTB20H Spkt 80 Tooth 20	Martin	1	1
AL230-0625	Spkt Martin 80BTB25H 2517 TI	Martin Sprocket	1	1
AL230-0626	Spkt Martin 80BTB26H Spkt 80 Tooth 26	Martin	1	1
AL230-0627	Spkt Martin 80BTB27H 2517 TI	Martin	2	2
AL230-0628	Spkt Martin 80BTB28H Spkt 80 Tooth 28	Martin Sprocket	1	1
AL230-0631	Spkt Martin 80BTB31H Spkt 80 Tooth 31	Martin Sprocket	1	1
AL230-0635	Spkt Martin 80BTB35H Spkt 80 Tooth 35	Martin Sprocket	1	1
AL232-641722	Spkt D50BTB20H X 2012	Martin Sprocket	1	1
AL237-111028	Spkt Poly Gates GT2 # 14MX-285-20	Gates	1	1
AL237-111030	Spkt Poly Gates GT2 # 14MX-305-20	Gates	1	1
AL237-111032	Spkt Poly Gates GT2 # 14MX-325-20	Gates	1	1
AL237-111033	Spkt Poly Gates GT2 #14MX-335-20	Gates	1	1
AL237-111035	Spkt Poly Gates GT2 #14MX-355-20	Gates	1	1
AL237-111036	Spkt Poly Gates GT2 #14MX-365-20	Gates	1	1
AL245-020265	Sheave 3V 2Grv QD JA-2.65 Od	Dodge	1	1
AL245-020300	Sheave 3V 2Grv QD JA-3.00 Od	Dodge	1	1
AL245-020315	Sheave 3V 2Grv QD JA-3.15 Od	Dodge	1	1
AL245-020335	Sheave 3V 2Grv QD 5H-3.35 Od	Dodge	2	2
AL245-020600	Sheave 3V 2Grv QD 5H-6.00 Od	Dodge	2	2
AL245-030600	Sheave 3V 3Grv QD 5D5-6.00 Od	Dodge	1	1
AL245-030690	Sheave 3V 3Grv QD 5D5-6.90 Od	Dodge	1	1
AL260-0612	B5HG TI 2012 X 1	Dodge	1	1
AL260-0616	B5HG TI 2012 X 1-1/4	Dodge	2	2
AL260-0619	B5HG TI 2012 X 1-7/16	Dodge	1	1
AL260-0622	B5HG TI 2012 X 1-5/8	Dodge	1	1
AL260-0623	B5HG TI 2012 X 1-11/16	Dodge	1	1
AL260-0719	B5HG TI 2517 X 1-7/16	Dodge	1	1

**TBIT BHS additional spare parts
Inventory 5/5/11 by LAWA**

AL260-0723	B5HG TI 2517 X 1-11/16	Dodge	1	1
AL260-0727	B5HG TI 2517 X 1-15/16	Dodge	1	1
AL261-0010	B5HG Dodge #120338 QD JA X 7/8	Dodge	1	1
AL261-0014	B5HG Dodge #120342 QD JA X 1-1/8	Dodge	1	1
AL261-0110	B5HG Dodge #120351 QD 5H X 7/8	Dodge	3	3
AL261-0111	B5HG Dodge #120352 QD 5H X 15/16	Dodge	2	2
AL261-0114	B5HG Dodge #120355 QD 5H X 1-1/8	Dodge	4	4
AL261-0116	B5HG Dodge #120357 QD 5H X 1-1/4	Dodge	1	1
AL261-0118	B5HG Dodge #120359 QD 5H X 1-3/8	Dodge	1	1
AL261-0214	B5HG Dodge #120398 QD 5D5 X 1-1/8	Dodge	1	1
AL261-0216	B5HG Dodge #120400 QD 5D5 X 1-1/4	Dodge	1	1
AL261-0218	B5HG Dodge #120402 QD 5D5 X 1-3/8	Dodge	1	1
AL261-0219	B5HG Dodge #120403 QD 5D5 X 1-7/16	Dodge	1	1
AL261-0623	B5HG Dodge #120501 QD E X 1-11/16	Dodge	1	1
AL264-70D0	B5HG Kit Dodge Quantls 848 X 1-7/16	Dodge	1	1
AL271-0280	Belt #VX280 Dodge #107151	Dodge	1	1
AL271-03D0	Belt 3VX300 Dodge #107229	Dodge	1	1
AL271-0315	Belt 3VX315 Dodge #107152	Dodge	1	1
AL271-0335	Belt 3VX335 Dodge #107230	Dodge	1	1
AL271-0355	Belt 3VX355 Dodge #107153	Dodge	2	2
AL271-0425	Belt 3VX425 Dodge #107167	Dodge	2	2
AL271-0450	Belt 3VX450 Dodge #107155	Dodge	1	1
AL271-0475	Belt 3VX475 Dodge #107221	Dodge	1	1
AL271-0500	Belt 3VX500 Dodge #107156	Dodge	1	1
AL271-0530	Belt 3VX530 Dodge #107222	Dodge	1	1
AL271-0560	Belt 3VX560 Dodge #107157	Dodge	1	1
AL271-0670	Belt 3VX670 Dodge #107169	Dodge	1	1
AL271-0800	Belt 3VX800 Dodge #107160	Dodge	1	1
AL274-111190	Belt Poly Chain 14 MM X 20MM X 1190MM	Gates	1	1
AL274-111400	Belt Poly Chain 14MM X 20MM X 1400MM	Gates	1	1
AL9197	Take Up Chain Sprocket	Siemens	4	4
ALY0014039	Pulley Drive 10 3/4 FF X 1-15/16 X 39 BG	Chantland &/or Precision	1	1
AL340-10311	Lacing Clipper UX1512 43055, 12"LG	Clipper	4	4
AL340-10314	Lacing Clipper U2-512 43055, 12LG	Clipper	4	4
AL00025996	Lacing Pin Coated Cable DL065 X 25'	Clipper	4	4
AL00025995	Lacing Pin Coated Cable DL093 X 25'	Clipper	4	4
Control Systems Field Devices				
AL2016	Mounting Bracket, Motor Disconnect, "1 Per Each Power Turn". (Paint Big Country Blue)	Siemens	5	5
AL2022	"Z" Bracket- Intermediate For PE & Refl Assy's, "2 Per Each Non Headend PE" Field Weld to Sideguard. (Paint Big Country Blue)	Siemens	5	1
AL00021303	Motor Disc. 480VAC 3 Pole 32A Red/Yellow Handle, 4NO Aux	Siemens	1	1
AL8WD4408-0AB	Terminal Element for Surface or Bracket Mount (All Remote & MCP Alarms)	Siemens	3	3
AL8WD4440-0FA	Buzzer Element (B5DB) 115 VAC/DC (Stacklights)	Siemens	4	4

**TBIT BHS additional spare parts
Inventory 5/5/11 by LAWA**

AL8WD4440-SAD	Light Module with LED Amber 120V AC (Stacklights)	Siemens	1	1
AL58361-1/2	Box Electrical Housing (Handy Box)	Steelcity	1	1
AL58C7	Duplex Cover for Electrical Box (Handy Box)	Steelcity	1	1
ALCR201	Receptacle Duplex 20 AMP 125 VAC	Hubbell	1	1
ALHS20F8210	Shaft Encoder, Side Connector Option, Anti-Jitter, Hollow Core, .389" Bore, 5 Pulse, 24VDC, Single Output, Includes Flexible Tether, 10' Cable	Photocraft	2	2
AL64311	3/8 Spring Pin	Fastenal	3	
AL97088A267	(1/2-13 - 3/8-16 X 1.25) Reducing Coupling Nut	McMaster-Carr	3	
AL91236A632	3/8 - 16 X 2 Hex Head Screw	McMaster-Carr	3	
ALHS203895A1830S8210	Shaft Encoder, Side Connector Option, Anti-Jitter, Hollow Core, .389" Bore, 5 Pulse, 24VDC, Single Output, Includes Flexible Tether, 10' Cable	Photocraft	1	1
MCP Enclosure Components				
ALILSCIPC4/0-6	KUP-L-TAP Insulation Piercing Connector 4/0-4, 6-14, 600 Volt	IlSCO	2	2
AL63-23-150-8	Transformer, Enclosed, 120/208/240/480-120/208/240VAC, 60HZ, 500VA	Sola	1	1
AL1D1N003QST	Transformer, Standard Unit, Encapsulated, 1-Phase, 60HZ, 480/240-240/120VAC, 3 KVA	Siemens	2	1
AL8WD4408-OAB	Terminal Element for Surface or Bracket Mount (Stacklights)	Siemens	1	4
AL8WD4440-OFA	Buzzer Element (85D8) 115 VAC/DC (Stacklights)	Siemens	1	5
AL8WD4308-ODA	70MM Mounting Bracket with Tube (Stacklights)	Siemens	1	1
AL8WD4440-OC8	Strobe Light Module with Bulb Red 120VAC (Stacklights)	Siemens	1	1
AL8WD4440- OCD	Strobe Light Module with Yellow 120VAC (Stacklights)	Siemens	1	1
AL101N002QST	Transformer Standard Unit Encapsulated 1-Phase 240/480-120/240VAC 2KVA	Siemens	1	1
AL8WD4308-ODA	70MM Mounting Bracket with Tube (Stacklights)	Siemens	1	1
AL63-23-210-8-	Transformer, Enclosed, 120/208/240/480-120/208/240VAC, 60HZ, 1KVA	Sola	1	1
AL101N105QST	Transformer Standard Unit Encapsulated 1-Phase 240/480-120/240VAC 1.5KVA	Siemens	1	1
AL8WD4408-OAD	Terminal Element for Pipe Mount (All MCP Alarms)	Siemens	1	1
AL63-23-230-8	Transformer, Enclosed, 120/208/240/480-120/208/240VAC, 60HZ, 3KVA	Sola	1	1
AL1D1N005SQST	Transformer, Standard Unit, Encapsulated, 1-Phase, 60HZ, 480/240-240/120VAC, 5 KVA	Siemens	1	1
MCP Enclosure Components				
ALA-TEMNO	Thermostat 1 No 1 Amp@120-250 VAC (Inductive) 15 Amp@120 VAC (Resistive)	Hoffman	3	3
ALT-FP101UL12	Fan Package 10" Fan 115 VAC+ T-EG10UL12 Grille Nema 12	Hoffman	1	
ALT-EP10UL12	Exhaust Grille 10" W/Filter Nema 12	Hoffman	1	1
AL5650413	Circuit Breaker, Thermal Magnetic O.L. Type, 1 Pole, Aux. Contact 1No, 480 VAC, 20 AMP, 2Kai	Phoenix Contact	1	1

**TBIT BHS additional spare parts
Inventory 5/5/11 by LAWA**

ALA-21ITE	Operator Adapter for I-T-E Max Flex Flange-Mounted Variable Depth Operating Handle	Hoffman	1	1
ALMCS620R	Basic Disconnect Switch Right Hand 200 Ampere 600 Volt	Siemens	1	1
ALFCK620	Class J Fuse Kit for Type MCS Disconnect Switch 3 Pole 600 VAC 200 AMP	Siemens	1	1
ALFHOS20R	Switch Operator Only For Variable Depth Flange Mounted Max-Flex 200 Ampere	Siemens	1	1
ALFHOJCO48	Cable Only For Variable Depth Flange Mounted Max-Flex 200 Ampere 48 Inches	Siemens	1	1
ALFHOHS	Handle Only For Variable Depth Flange Mounted Max-Flex	Siemens	1	1
ALAGC-1	Fuse, Fast-Acting, 1 AMP 250V	Buss	2	2
ALFRN-R-1	Fuse Time Delay 1 AMP 250V Fusetron	Buss	1	1
ALFRN-R-3	Fuse, Time Delay 3 AMP, 250V, Fusetron	Buss	1	1
ALFRN-R-10	Fuse, Time Delay 10 AMP, 250V, Fusetron	Buss	2	2
ALFRS-R-3	Fuse, Time Delay, 3 AMP, 600V, Fusetron	Buss	1	1
ALFNQ-R-10	Fuse, Time Delay, 10 AMP, 600V, CC-Tron (for Control Circuit Transformer)	Buss	2	2
ALFRS-R-8	Fuse, Time Delay, 8 AMP, 600V, Fusetron	Buss	1	4
ALLPJ-60SP	Fuse, Time Delay, 60 AMP, 600V, Low-Peak	Buss	4	4
ALLPJ-110SP	Fuse, Time Delay, 110 AMP, 600V, Low Peak	Buss	1	1
ALI60060-3C	Fuse Block, 3-Pole, 31-60 AMP, 600V, Box Lug	Buss	1	1
ALR60030-2C	Fuse Block, 2-Pole, 1/10-30 AMP, 600V, Box Lug, Rejection Type	Buss	1	1
ALR25030-1C	Fuse Block, 1-Pole, 1/10-30 AMP, 250V, Box Lug, Rejection Type	Buss	1	1
ALR25030-3C	Fuse Block, 3-Pole, 1/10-30 AMP, 250V, Box Lug, Rejection Type	Buss	2	2
ALOPM-1038R	Optima Over Current Module, Non-Switch, 3-Pole, 30 AMP, 600V, 200KA, UL Listed	Bussman	3	3
AL1492-PD3141	Distribution Block 175A/Pole 600V AC 3 Poles 1:4 Aluminum	Allen-Bradley	1	1
AL1492-PDM3141	Distribution Block 115A/Pole 600V AC 3 Poles 1:4 Aluminum	Allen-Bradley	4	4

**TBIT BHS O&M Inventory No. 1
Electrical Spare Parts**

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address:
 Reference: TO 2-001

Inventoried by _____
 Inventoried by _____

SIEMENS Part #	Part Description	Manufature	MFG'S Part No.	Quantity Inventoried	Contractor Initials	LAWA Initials	Date of Inventory
Control Systems Field Devices							
AL2016	MOUNTING BRACKET, MOTOR DISCONNECT, "1 PER EACH POWER TURN". (PAINT BIG COUNTRY BLUE)	SIEMENS	TBD	1	ld	at	03/11/10
AL00021303	MOTOR DISC. 480VAC 3 POLE 32A RED/YELLOW HANDLE, 4NO AUX.	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4440-5AD	LIGHT MODULE WITH LED AMBER 120V AC (STACKLIGHTS)	SIEMENS	TBD	1	rbm	at	03/01/10
ALHS20.405FB2A-10	JITTER, HOLLOW CORE, .389" BORE, 5 PULSE, 24VDC, SINGLE OUTPUT, INCLUDES FLEXIBLE TETHER, 10'CABLE	PHOTOCRAFT	TBD	4	rbm	at	03/01/10
ALHS203895AJ830SB210	SHAFT ENCODER, SIDE CONNECTOR OPTION, ANTI-JITTER, HOLLOW CORE, .389" BORE, 6 PULSE, 24VDC, SINGLE OUTPUT, INCLUDES FLEXIBLE TETHER, 10'CABLE	AFT (Inventory hs20b-5a/8)	TBD	6	rbm	at	03/01/10
ALILSCIPC4/0-6	KUP-L-TAP INSULATION PIERCING CONNECTOR 4/0-4, 6-14, 600 VOLT	ILSCO	TBD	4	rbm	at	03/01/10
AL63-23-150-8	TRANSFORMER, ENCLOSED, 120/208/240/480-120/208/240VAC, 60HZ, 500VA	SOLA	TBD	1	rbm	at	03/01/10
AL1D1N003QST	TRANSFORMER, STANDARD UNIT, ENCAPSULATED, 1-PHASE, 60HZ, 480/240-240/120VAC, 3 KVA	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4308-ODA	70MM MOUNTING BRACKET WITH TUBE (STACKLIGHTS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL1D1N002QST	TRANSFORMER STANDARD UNIT ENCAPSULATED 1-PHASE 240/480-120/240VAC 2KVA	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4308-ODA	70MM MOUNTING BRACKET WITH TUBE (STACKLIGHTS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL63-23-210-8	TRANSFORMER, ENCLOSED, 120/208/240/480-120/208/240VAC, 60HZ, 1KVA	SOLA	TBD	1	rbm	at	03/01/10
AL8WD4408-0AD	TERMINAL ELEMENT FOR PIPE MOUNT (ALL MCP ALARMS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL63-23-230-8	TRANSFORMER, ENCLOSED, 120/208/240/480-120/208/240VAC, 60HZ, 3KVA	SOLA	TBD	1	rbm	at	02/24/10
AL1D1N005QST	TRANSFORMER, STANDARD UNIT, ENCAPSULATED, 1-PHASE, 60HZ, 480/240-240/120VAC, 5 KVA	SIEMENS	TBD	1	rbm	at	03/01/10
MCP Enclosure Components							
ALA-21ITE	OPERATOR ADAPTER FOR I-T-E MAX FLEX FLANGE-MOUNTED VARIABLE DEPTH OPERATING HANDLE	HOFFMAN	TBD	1	rbm	at	03/01/10
ALMCS620R	BASIC DISCONNECT SWITCH RIGHT HAND 200 AMPERE 600 VOLT	SIEMENS	TBD	1	rbm	at	03/01/10

**TBIT BHS O&M Inventory No. 1
Electrical Spare Parts**

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address:
 Reference: TO 2-001

Inventoried by _____

 Inventoried by _____

SIEMENS Part #	Part Description	Manufature	MFG'S Part No.	Quantity inventoried	Contractor Initials	LAWA Initials	Date of inventory
ALFCK620	CLASS J FUSE KIT FOR TYPE MCS DISCONNECT SWITCH 3 POLE 600 VAC 200 AMP	SIEMENS	TBD	1	rbm	at	03/01/10
ALFHOS20R	SWITCH OPERATOR ONLY FOR VARIABLE DEPTH FLANGE MOUNTED MAX-FLEX 200 AMPERE	SIEMENS	TBD	1	rbm	at	03/01/10
ALFHJCO48	CABLE ONLY FOR VARIABLE DEPTH FLANGE MOUNTED MAX-FLEX 200 AMPERE 48 INCHES	SIEMENS	TBD	1	rbm	at	03/01/10
ALFHOS	HANDLE ONLY FOR VARIABLE DEPTH FLANGE MOUNTED MAX-FLEX	SIEMENS	TBD	1	rbm	at	03/01/10
ALAGC-1	FUSE, FAST-ACTING, 1 AMP, 250V	BUSS	TBD	1	rbm	at	03/01/10
ALFRN-R-1	FUSE TIME DELAY 1 AMP 250V FUSETRON	BUSS	TBD	2	rbm	at	03/01/10
ALFRN-R-3	FUSE, TIME DELAY, 3 AMP, 250V, FUSETRON	BUSS	TBD	1	rbm	at	03/01/10
ALFRN-R-10	FUSE, TIME DELAY, 10 AMP, 250V, FUSETRON	BUSS	TBD	2	rbm	at	03/01/10
ALFRS-R-3	FUSE, TIME DELAY, 3 AMP, 600V, FUSETRON	BUSS	TBD	1	rbm	at	03/01/10
ALFNQ-R-10	FUSE, TIME DELAY, 10 AMP, 600V, CC-TRON (FOR CONTROL CIRCUIT TRANSFORMER)	BUSS	TBD	2	rbm	at	04/14/10
ALFRS-R-8	FUSE, TIME DELAY, 8 AMP, 600V, FUSETRON	BUSS	TBD	1	rbm	at	03/01/10
ALLPJ-80SP	FUSE, TIME DELAY, 60 AMP, 600V, LOW-PEAK	BUSS	TBD	3	rbm	at	03/01/10
ALLPJ-110SP	FUSE, TIME DELAY, 110 AMP, 600V, LOW-PEAK	BUSS	TBD	1	rbm	at	03/01/10
ALR60030-2C	FUSE BLOCK, 2-POLE, 1/10-30 AMP, 600V, BOX LUG, REJECTION TYPE	BUSS	TBD	1	rbm	at	03/01/10
ALR25030-1G	FUSE BLOCK, 1-POLE, 1/10-30 AMP, 250V, BOX LUG, REJECTION TYPE	BUSS	TBD	2	rbm	at	03/01/10
ALR25030-3C	FUSE BLOCK, 3-POLE, 1/10-30 AMP, 250V, BOX LUG, REJECTION TYPE	BUSS	TBD	1	rbm	at	03/01/10
ALOPM-1038R	OPTIMA OVER CURRENT MODULE, NON-SWITCH, 3-POLE, 30 AMP, 600V, 200KA, UL LISTED	BUSSMAN	TBD	3	rbm	at	03/01/10
AL1492-PDM3141	DISTRIBUTION BLOCK 115A/POLE 600V AC 3 POLES 1:4 ALUMINUM	ALLEN-BRADLEY	TBD	6	rbm	at	03/01/10
AL802T-K	LIMIT SWITCH SIDE PUSH VERTICAL ROLLER SPRING RETURN	ALLEN-BRADLEY	TBD	2	rbm	at	03/01/10
AL6EP1333-2BA01	POWER SUPPLY SITOP 5 AMP @ 24VDC 120V/230VAC	SIEMENS	TBD	3	rbm	at	03/01/10
(Inventory AL8010-448-002)	POWER SUPPLY, C/B CONTROLS, 1.26 AMP, 120VAC-90VDC MODEL NO. MCS-103-1	WARNER	TBD	4	rbm	at	03/01/10
AL3RH1140-1AK60	RELAY, 10 A @ 120V COIL, 4POLE (4NO), SIZE S00	SIEMENS	TBD	41	rbm	at	03/01/10
AL3RH1911-1FA40	4 POLE (4NO) AUXILIARY CONTACT BLOCK FOR 3RH RELAY FRONT MOUNTED	SIEMENS	TBD	2	rbm	at	03/01/10
AL3RH1911-1GA04	4 POLE (4NC) AUXILIARY CONTACT BLOCK FOR 3RH RELAY FRONT MOUNTED	SIEMENS	TBD	9	rbm	at	03/01/10
AL3RV1908-0P	ADJUSTMENT DIAL COVER FOR 3RV MSP SERIES	SIEMENS	TBD	11	rbm	at	03/01/10
AL3RV1928-1H	TERMINAL ADAPTER KIT	SIEMENS	TBD	11	rbm	at	03/01/10

TBIT BHS O&M Inventory No. 1
Electrical Spare Parts

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address:
 Reference: TO 2-001

Inventoried by _____
 Inventoried by _____

SIEMENS Part #	Part Description	Manufacture	MFG'S Part No.	Quantity Inventoried	Contractor Initials	LAWA initials	Date of Inventory
AL3RT1024-1AK60	CONTACTOR, NON REVERSING, 3-POLE, 12 AMP (MAX) 120 VAC 7 1/2HP@460V, SIZE S0	SIEMENS	TBD	8	rbm	at	03/01/10
AL3RT1026-1AK60	CONTACTOR, NON REVERSING, 3-POLE, 25 AMP (MAX), 120VAC, 15HP@460V, SIZE S0	SIEMENS	TBD	10	rbm	at	03/01/10
AL3RW3025-1AB14	SOFT START, 14A, 10HP @ 460VAC	SIEMENS	TBD	1	rbm	at	03/01/10
AL62PA4G3	PILOT LIGHT, NEMA 1#3/4#12/13, XFRMR TYPE, 120VAC, GREEN	SIEMENS	TBD	2	rbm	at	03/01/10
AL52PA8A3K	PUSH BUTTON, NEMA 4#13, FLUSH HEAD, 1NO, MOMENTARY, GREEN	SIEMENS	TBD	2	rbm	at	03/01/10
AL52AALE	E-STOP LOCKING ATTACHMENT	SIEMENS	TBD	2	rbm	at	03/01/10
AL6ES73221FH000AA0	SIMATIC S7-300, DIGITAL OUTPUT SM 321, OPTICALLY ISOLATED 16 DO, 120/230V AC, 1 A, 20 PIN	SIEMENS	TBD	6	rbm	at	03/01/10
AL6ES73211FH000AA0	16 CHANELL INPUT MODULE S7-300/ET200M 120VAC	SIEMENS	TBD	5	rbm	at	03/01/10
AL00022040	DIGITAL OUTPUT MODULE INCLUDING LABELLING STRIPS AND BUS CONNECTOR 8 OUTPUTS 120/230V AC 1A	SIEMENS	TBD	1	rbm	at	03/01/10
AL6XV1 830-0EH10	PROFIBUS CABLE	SIEMENS	TBD	24 (ft)	rbm	at	03/01/10
AL5ST1146	MOUNTING RAIL DIN 2 METER	SIEMENS	TBD	5	jd	at	03/11/10
AL00022045	SIMATIC S7-300, FRONT CONNECTOR FOR SIGNAL MODULES WITH SCREW-TYPE TERMINALS 20 PIN	SIEMENS	TBD	5	rbm	at	03/01/10
AL00022046	SIMATIC S7-300 FRONT CONNECTOR WITH SCREW-TYPE TERMINALS 40-PIN	SIEMENS	TBD	1	rbm	at	03/01/10
AL5650413	CIRCUIT BREAKER, THERMAL MAGNETIC O.L. TYPE, 1 POLE, AUX. CONTACT 1NO, 480 VAC, 20 AMP, 2KA	PHOENIX CONTACT	TBD	5	rbm	at	03/01/10
ALMCS606R	DISCONNECT, 80 AMP, 600V, FUSIBLE/NON FUSIBLE, BASIC SW RIGHT HAND FOR CLASS H, J, R FUSES	SIEMENS	TBD	2	rbm	at	03/01/10
ALFCJK806	DISCONNECT, 60 AMP, 600V, FUSIBLE KIT FOR CLASS J FUSES	SIEMENS	TBD	3	rbm	at	03/01/10
ALKTTSC4P	TOUCH-SAFE TERMINAL COVER KIT FOR CLASS MT TRANSFORMERS	SIEMENS	TBD	1	rbm	at	03/01/10
ALFRN-R-5	FUSE TIME DELAY 5 AMP 250V FUSETRON	BUSS	TBD	1	rbm	at	03/01/10
ALFNQ-R-2	FUSE, TIME DELAY, 2 AMP, 600V, CC-TRON (FOR CONTROL CIRCUIT TRANSFORMER)	BUSS	TBD	1	rbm	at	03/01/10
ALFNQ-R-6	FUSE, TIME DELAY, 6 AMP, 600V, CC-TRON (FOR CONTROL CIRCUIT TRANSFORMER)	BUSS	TBD	6	rbm	at	03/01/10
ALFNQ-R-8	FUSE, TIME DELAY, 8 AMP, 600V, CC-TRON (FOR CONTROL CIRCUIT TRANSFORMER)	BUSS	TBD	1	rbm	at	03/01/10
ALFRN-R-15	FUSE, TIME DELAY, 15 AMP, 250V, FUSETRON	BUSS	TBD	2	rbm	at	03/01/10
ALLPJ-150SP	FUSE, TIME DELAY, 150 AMP, 600V, LOW-PEAK	BUSS	TBD	2	rbm	at	03/01/10
ALJ60060-3CR	FUSE BLOCK, 600 VOLT, 1/2 - 80AMPS, 3 POLE	BUSS	TBD	2	rbm	at	03/01/10

TBIT BHS O&M Inventory No. 1

Electrical Spare Parts

Contract Number: DA-4348

Contract Name: TBIT BHS O&M

Contractor Name: Siemens Industry, Inc (Siemens O&M)

Contractor Address:

Reference: TO-2-001

Inventoried by

Inventoried by

SIEMENS Part #	Part Description	Manufacture	MFG'S Part No.	Quantity	Inventoried	Contractor	LAWA Initials	Date of Inventory
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ALR25030-2C	FUSE BLOCK, 2-POLE, 170-30 AMP, 250V, BOX LUG, REJECTION TYPE	BUSS		3		rbm	at	03/01/10
AL3RW3026-1AB14	SOFTSTART, 26AMP, 15HP @ 460VAC	SIEMENS		1		rbm	at	03/01/10
ALPJ-40SP	FUSE, TIME DELAY, 40 AMP, 600V, LOW-PEAK	BUSS		1		rbm	at	03/01/10
ALSD46	SLOTTED DIVIDER FOR 4" DEEP WIRE DUCT, 6FT	PANDUIT		1		rbm	at	03/01/10
ALMT1000A	TRANSFORMER, CLASS MT, 1-PHASE, 240X480, 230X480, 220X440-120/115/110VAC, 1KVA	SIEMENS		1		rbm	at	04/14/10
ALFRN-R-8	FUSE, TIME DELAY, 8 AMP, 250V, FUSETRON	BUSS		1		rbm	at	03/01/10
ALFNC-R-5	FUSE, TIME DELAY, 5 AMP, 600V, CC-TIRON (FOR CONTROL CIRCUIT TRANSFORMER)	BUSS		1		rbm	at	03/01/10
ALPJ-155P	FUSE, TIME DELAY, 15 AMP, 600V, LOW-PEAK	BUSS		5		rbm	at	03/01/10
ALPJ-20SP	FUSE, TIME DELAY, 20 AMP, 600V, LOW-PEAK	BUSS		5		rbm	at	03/01/10
ALPJ-80SP	FUSE, TIME DELAY, 80 AMP, 600V, LOW-PEAK	BUSS		3		rbm	at	03/01/10
ALJTN60030	FUSE BLOCK TOUCH SAFE, 1-POLE, 170-30 AMP, 600V	BUSSMAN		10		rbm	at	03/01/10
AL6EP1336-3BA00	120V/230VAC	SIEMENS		1		rbm	at	03/01/10
AL00022034	SIMATIC S7-300, DIGITAL INPUT SM 321, OPTICALLY ISOLATED 16 DI, 24V DC, 1 A, 20 PIN	SIEMENS		1		rbm	at	03/01/10
AL6E71971LA040XA0	PROFIBUS Y-LINK MODULE SET (INCLUDES 2)	SIEMENS		1		rbm	at	03/01/10
AL00022077	PROFIBUS TERMINATING RESISTOR	SIEMENS		1		rbm	at	03/01/10
AL00010309	STOP DC-UPS MODULE	SIEMENS		1		rbm	at	03/01/10
AL00010310	STOP BATTERY MODULE 24V	SIEMENS		1		rbm	at	03/01/10
TBD (Inventory AL3044173)	GROUNDING TERMINAL, TEC, 600V, #26-#10 AWG GREEN-YELLOW	PHOENIX CONTACT		3		rbm	at	03/01/10
ALMCS810R	BASIC DISCONNECT SWITCH RIGHT HAND 100 AMPERE 600 VOLT	SIEMENS		1		rbm	at	03/01/10
ALFC6K10	CLASS J FUSE KIT FOR TYPE MCS DISCONNECT SWITCH 3 POLE 600 VAC 100 AMP	SIEMENS		1		rbm	at	03/01/10
ALPJ-70SP	FUSE, TIME DELAY, 70 AMP, 600V, LOW-PEAK	BUSS		1		rbm	at	03/01/10
AL6E71971LA030XA0	PROFIBUS Y-LINK MODULE SET (INCLUDES 2)	SIEMENS		1		rbm	at	03/01/10
	Duplicate deleted							
ALFRN-R-1 1/2	FUSE, FUSETRON, DUAL-ELEMENT, TIME-DELAY, CLASS RK5, 1 1/2 AMP, 250V	BUSS		1		rbm	at	03/01/10
ALFRS-R-4	FUSE, TIME DELAY, 4 AMP, 600 V, FUSETRON	BUSS		1		rbm	at	03/01/10
ALFRS-R-6	FUSE, TIME DELAY, 6 AMP, 600V, FUSETRON	BUSS		1		rbm	at	03/01/10
AL6EP1332-2BA10	120V/230VAC	SIEMENS		1		rbm	at	03/01/10
ALFH0E0048	CABLE ONLY FOR VARIABLE DEPTH FLANGE MOUNTED MAX-FLEX 100 AMPERE 48 INCHES	SIEMENS		1		rbm	at	03/01/10
ALFH063B400	CIRCUIT BREAKER, THERMAL MAGNETIC O.L. TYPE, 3 POLE, 600 VAC, 400 AMP, 65KAL	SIEMENS		1		rbm	at	03/01/10

**TBIT BHS O&M Inventory No. 1
Electrical Spare Parts**

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address: _____
 Reference: TO 2-001

Inventoried by: _____
 Inventoried by: _____

SIEMENS Part #	Part Description	Manufature	MFG'S Part No.	Quantity Inventoried	Contractor Initials	LAWA Initials	Date of Inventory
ALTA2J6500	LUGS FOR CIRCUIT BREAKER, 75C WIRE	SIEMENS	TBD	1	rbm	at	03/01/10
ALFHOJ036	MAX-FLEX, FLANGE MOUNTED VARIABLE DEPTH CIRCUIT BREAKER OPERATOR, COMPLETE KIT	SIEMENS	TBD	1	rbm	at	03/01/10
ALFRN-R-12	FUSE, TIME DELAY, 12 AMP, 250V, FUSETRON	BUSS	TBD	1	rbm	at	03/01/10
ALFRS-R-16	FUSE, TIME DELAY, 16 AMP, 600V, FUSETRON	BUSS	TBD	1	rbm	at	03/01/10
ALLPJ-255P	FUSE, TIME DELAY, 25 AMP, 600V, LOW-PEAK	BUSS	TBD	4	rbm	at	03/01/10
AL149Z-PD3287	DISTRIBUTION BLOCK 760A/POLE 600V AC 3 POLES 2:8 ALUMINUM	ALLEN-BRADLEY	TBD	1	rbm	at	03/01/10
AL8EP1334-2BA01	120V/230VAC	SIEMENS	TBD	1	rbm	at	03/01/10
AL3RT1036-1AK80	CONTACTOR, NON REVERSING, 3-POLE, 50 AMP(MAX), 120VAC, 40HP@460V, SIZE S2	SIEMENS	TBD	1	rbm	at	03/01/10
	LINK RAIL FOR 3 TERMINALS	PHOENIX CONTACT	TBD	1	rbm	at	04/14/10
ADHJD63B300	CIRCUIT BREAKER, THERMAL MAGNETIC O.L. TYPE, 3 POLE, 600 VAC, 300 AMP, 65KA	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4440-OCB	LIGHT MODULE WITH STROBE RED 120V AC(STACKLIGHTS)	SIEMENS	TBD	6	rbm	at	03/01/10
AL8WD4440-0CD	LIGHT MODULE WITH STROBE YELLOW 120VAC (STACKLIGHTS)	SIEMENS	TBD	6	rbm	at	03/01/10
AL8WD4440-5AB	LIGHT MODULE WITH LED RED 120V AC (STACKLIGHTS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4440-5AE	LIGHT MODULE WITH LED CLEAR 120V AC (STACKLIGHTS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4440-0CE	LIGHT MODULE WITH LED CLEAR 120V AC (STACKLIGHTS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4308-0CA	MOUNTING BRACKET FOR RIGHT ANGLE(STACKLIGHTS)	SIEMENS	TBD	2	rbm	at	03/01/10
ALECO-27	(BULK ORDER ON SITE) FACTORY PUNCHED BRG CAP #ECO-27, 1 11/16 BEARING CORE	EMERSON	TBD	3	rbm	at	03/01/10
ALRS-2L	E-STOP PULLCORD LIMIT SWITCH, NEMA 4, MANUAL RESET, 2SPDT, 20A@120VAC, MAINTAINED	CONVEYOR COMPONENTS	TBD	1	rbm	at	03/01/10
ALHBLMITL	SWITCHED ENCLOSURE FOR SAFETY SHROUD INTEGRATED DISCONNECTS (MOUNTED ON AJACENT CONVEYOR) PART 1 of 4	HUBBELL	TBD	1	rbm	at	03/01/10
ALHBL2431S	480V, 3 POLE, 4 WIRE, SAFETY SHROUD PLUG INTEGRATED DISC INTEGRATED DISCONNECTS (MOUNTED ON AJACENT CONVEYOR) PART 2 of 4	HUBBELL	TBD	1	rbm	at	03/01/10
ALHBL2430SW	480V, 3 POLE, 4 WIRE, RECEPTACLE INTEGRATED DISC INTEGRATED DISCONNECTS (MOUNTED ON AJACENT CONVEYOR) PART 3 of 4	HUBBELL	TBD	1	rbm	at	03/01/10

TBIT BHS Q&M Inventory No. 1

Electrical Spare Parts

Contract Number: DA-4348

Contract Name: TBIT BHS Q&M

Contractor Name: Siemens Industry, Inc (Siemens Q&M)

Contractor Address:

Reference: TO 2-001

Invented by _____

Invented by _____

SIEMENS Part #	Part Description	Manufacture	MFG'S Part No.	Quantity Invented	Contractor Initials	LAWA Initials	Date of Inventory
ALHBLAC1	AUX CONTACT INTEGRATED DISC INTEGRATED DISCONNECTS (MOUNTED ON ADJACENT CONVEYOR) PART 4 of 4	HUBBELL		1	rbm		03/01/10
AL113020K02F060	DOUBLE ENDED CORDSET, 3 PIN, FEMALE/MALE, STRAIGHT, 300V AC/DC 6FT	BRAD HARRISON		2	rbm		03/01/10
ALPE9203QD	PHOTOEYE ASSEMBLY- REF DWG ALPE9203QD FOR COMPONENT DETAILS	SIEMENS IL		20	rbm		03/01/10
ALRE9290	REFLECTOR ASSEMBLY- REF DWG ALRE9290 FOR COMPONENT DETAILS	SIEMENS IL		20	rbm		03/01/10
ALRX2	STANDARD RUN LANYARD ASSEMBLY, DUAL APPLICATION	SIEMENS IL		1	rbm		03/01/10
AL6SE64402UD222BA1	VFD MM440 PROFIBUS CTRL, 3.0 HP RATED DRIVE (FOR USE WITH 2HP MOTOR)	SIEMENS		3	rbm		03/01/10
AL6SE64402UD230BA1	VFD MM440 PROFIBUS CTRL, 4.0 HP RATED DRIVE (FOR USE WITH 3HP MOTOR)	SIEMENS		1	rbm		03/01/10
AL6SE6400-4BD12-0BA0	BRAKE RESISTOR UP TO 5HP VFD	SIEMENS		2	rbm		03/01/10
AL00021374	VFD MM440 PROFIBUS CTRL, 7.5 HP RATED DRIVE (FOR USE WITH 5HP MOTOR)	SIEMENS		1	rbm		03/01/10
AL6SE64402UD275CA1	VFD MM440 PROFIBUS CTRL, 10 HP RATED DRIVE (FOR USE WITH 7.5HP MOTOR)	SIEMENS		1	rbm		03/01/10
AL6SE6400-4BD16-0CA0	BRAKE RESISTOR UP TO 15HP VFD	SIEMENS		1	rbm		03/01/10
ALJ1-2000-160-88	TERMINATING BRACKET FOR DUAL RUN LANYARD ASSEMBLY - BIG COUNTRY BLUE(88)	SIEMENS IL		1	rbm		03/01/10
ALJ1-2000-171-88 (Inventory)	TERMINATING BRACKET FOR DUAL RUN LANYARD ASSEMBLY - BIG COUNTRY BLUE(88)	SIEMENS IL		1	rbm		03/01/10
ALJ1-2000-170	CABLE GUIDES - SINGLE OR DUAL CABLE, ONE EVERY 10 FEET	SIEMENS IL		5	rbm		03/01/10
ALJ1D1N001QST	TRANSFORMER STANDARD UNIT ENCAPSULATED 1-PHASE 240/480-120/240VAC 1KVA	SIEMENS		1	rbm		03/01/10
ALFJPS08R1	SWITCH OPERATOR ONLY FOR VARIABLE DEPTH FLANGE MOUNTED MAX-FLEX 100 AMPERE	SIEMENS		1	rbm		03/01/10
ALFRN-R-6	FUSE, TIME DELAY, 6 AMP, 250V, FUSETRON	BUSS		1	rbm		03/01/10
ALJ00060-3C	FUSE BLOCK, 3-POLE, 31-60 AMP, 600V, BOX LUG	BUSS		3	rbm		03/01/10
AL3RT1916-18C00	VARISTOR 48-127 VAC FOR SIEMENS 3RH11 RELAYS/SIZE 00 CONTACTORS	SIEMENS		50	rbm		03/01/10
AL3RT1926-18C00	VARISTOR 48-127 VAC FOR SIEMENS 3RT1 CONTACTORS SIZE 0/SIZE 2&3	SIEMENS		35	rbm		03/01/10
AL3RV1021-1EA10	MOTOR STARTER PROTECTOR 2.8 - 4.0A, SIZE S0	SIEMENS		7	rbm		03/01/10, 04/14/11
AL3RV1021-1FA10	MOTOR STARTER PROTECTOR 3.5 - 5.0A, SIZE S0	SIEMENS		2	rbm		03/01/10
AL3RV1021-1HA10	MOTOR STARTER PROTECTOR 6.6 - 8.0A, SIZE S0	SIEMENS		3	rbm		03/01/10
AL3RV1021-1KA10	MOTOR STARTER PROTECTOR 9.0 - 12.5A, SIZE S0	SIEMENS		1	rbm		03/01/10

**TBIT BHS O&M Inventory No. 1
Electrical Spare Parts**

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address: _____
 Reference: TO 2-001

Inventoried by: _____
 Inventoried by: _____

SIEMENS Part #	Part Description	Manufature	MFG'S Part No.	Quantity Inventoried	Contractor Initials	LAWA Initials	Date of Inventory
AL3RV1901-1A	SIDE MOUNTED AUXILIARY CONTACT BLOCK MSP 1NO-1NC	SIEMENS	TBD	20	rbm	at	03/01/10
AL3RH1921-1CA10	AUXILIARY CONTACT BLOCK, 1NO, FRONT MOUNT	SIEMENS	TBD	35	rbm	at	03/01/10
AL52PA4G5	PILOT LIGHT, NEMA 1/3/4/12/13, XFRMR TYPE, 120VAC, BLUE	SIEMENS	TBD	1	rbm	at	03/01/10
AL52PA4G9	PILOT LIGHT, NEMA 1/3/4/12/13, XFRMR TYPE, 120VAC, AMBER	SIEMENS	TBD	1	rbm	at	03/01/10
AL52PA8A8K	PUSH BUTTON, NEMA 4/13, FLUSH HEAD, 1NO, MOMENTARY, GRAY	SIEMENS	TBD	1	rbm	at	03/01/10
AL52PA8A4K	PUSH BUTTON, NEMA 4/13, FLUSH HEAD, MOMENTARY, 1NO, YELLOW	SIEMENS	TBD	1	rbm	at	03/01/10
AL52PA2G2Q	PUSH BUTTON, NEMA 1/3/4/12/13, ILLUMINATED, MUSHR. HEAD, 1NO,1NC, 1NC EXTRA LATE BREAK,MAINTAINED, 120 VAC, RED	SIEMENS	TBD	3	rbm	at	03/01/10
ALFBS 2-6	LINK RAIL FOR 2 TERMINALS	PHOENIX CONTACT	TBD	14	rbm	at	03/01/10
ALFBS 5-6	LINK RAIL FOR 5 TERMINALS	PHOENIX CONTACT	TBD	6	rbm	at	03/01/10
ALFBS 10-8	LINK RAIL FOR 10 TERMINALS	PHOENIX CONTACT	TBD	4	rbm	at	03/01/10
ALUT 6-HESILED	FUSED TERMINAL, 10 AMP, 250V, DIN RAIL MOUNTED, W/ A LED BLOWN FUSE INDICATOR (12-30 AC/DC)	PHOENIX CONTACT	TBD	1	rbm	at	03/01/10
AL3RV1021-1BA10	MOTOR STARTER PROTECTOR 1.4 - 2.0A, SIZE S0	SIEMENS	TBD	2	rbm	at	03/01/10
AL3RH1921-1FA40	4 POLE (4NO) AUXILIARY CONTACT BLOCK FOR 3RT CONTACTORS FRONT MOUNTED	SIEMENS	TBD	2	rbm	at	03/01/10
SICK SCANNERS							
AL7102804	Tachometers	SICK Scanners	TBD	1	rbm	at	03/01/10
SICK DIMENSIONERS							
AL1024039	L MS200 Dimensioning Head	SICK Dimensioners	TBD	1	rbm	at	02/24/10
AL1042843	MHI2000D Controller	SICK Dimensioners	TBD	1	rbm	at	03/01/10
AL7023047	Photoeye WL2000-B5300	SICK Dimensioners	TBD	1	rbm	at	03/01/10
AL7127079	Tachometer	SICK Dimensioners	TBD	1	rbm	at	03/01/10
AL7123026	Display Assembly, Top Mount	SICK Dimensioners	TBD	1	rbm	at	03/11/10
AL7123853	BDS Electrical Assembly with Relays	SICK Dimensioners	TBD	1	rbm	at	03/01/10

**TBIT BHS O&M Inventory No. 1
Mechanical Spare Parts**

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address:
 Reference: TO 2-001

Inventoried by _____
 Inventoried by _____

SIEMENS Part #	Part Description	Manufature	MFG'S Part No.	Quantity Inventoried	Contractor Initials	LAWA Initials	Date of Inventory
TBD	BELT	TRANSNORM	B4938S96135FC/140	1	rbm	at	03/01/10
TBD	BELT	TRANSNORM	B4938S96180FC/140	1	rbm	at	03/01/10
TBD	BELT	TRANSNORM	B4938S9630FC/140	1	rbm	at	03/01/10
TBD	BELT	TRANSNORM	B4938S9630HC/8/140	1	rbm	at	03/01/10
TBD	BELT	TRANSNORM	B4938S9645FC/140	2	rbm	at	03/01/10
TBD	BELT	TRANSNORM	B4938S9645HC/12/140	2	rbm	at	03/01/10
TBD	BELT	TRANSNORM	B4938S9660FC/140	1	rbm	at	03/01/10
TBD	BELT	TRANSNORM	B4938S9690FC/140	3	rbm	at	03/01/10
TBD	BELT	TRANSNORM	B4938S9690HC/24/140	1	rbm	at	03/01/10
Duplicate deleted							
TBD	BELT	TRANSNORM	B8156S9630FC/140	1	rbm	at	03/01/10
TBD	BELT	TRANSNORM	B8156S9690HC/24/140	1	rbm	at	03/01/10
TBD	Drive Pulley	TRANSNORM	P49387/45/12/140D	1	rbm	at	03/01/10
TBD	Drive Pulley	TRANSNORM	P49387/45/12/140I	1	rbm	at	03/01/10
TBD	Drive Pulley	TRANSNORM	P49387/90/24/140D	1	rbm	at	03/01/10
TBD	Drive Pulley	TRANSNORM	P49387/90/24/140I	1	rbm	at	03/01/10
TBD	Drive Pulley	TRANSNORM	P49387/10/140	3	rbm	at	03/01/10
TBD	Tail Pulley	TRANSNORM	P49387/140	3	rbm	at	03/01/10
TBD	Tail Pulley	TRANSNORM	P49387/45/12/140D	1	rbm	at	03/01/10
TBD	Tail Pulley	TRANSNORM	P49387/45/12/140I	1	rbm	at	03/01/10
TBD	Tail Pulley	TRANSNORM	P49387/90/24/140D	1	rbm	at	03/01/10
TBD	Tail Pulley	TRANSNORM	P49387/90/24/140I	1	rbm	at	03/01/10
TBD	Tail Pulley	TRANSNORM	P81567/140	1	rbm	at	03/01/10
Duplicate deleted							
AL229-0502	BRG. BALL, 6205 2RS, 52MM X 25MM X 15MM	SIEMENS	N/A	1	rbm	at	03/01/10
AL280-1050	CHN 50 SNGL. STRND RIV (Feet)	TSUBAKI	BY DESCRIPTION	4 (ft)	rbm	at	03/01/10
Duplicate deleted							
AL206-06020	CLUTCH/BRK SUPER CB-10 CCW	WARNER	CB-10 CCW	1	rbm	at	03/01/10
VSU/VMU							
ALJ1-9400-135-12	J1-9400-135-12 SHAFT 1-1/2X40-3/4	SIEMENS	N/A	1	rbm	at	03/01/10
ALJ1-9400-135-13	J1-9400-135-13 CRANK ASSEMBLY	SIEMENS	N/A	1	rbm	at	02/24/10
ALJ1-9400-135-19	TIMING PULLEY ASSEMBLY	SIEMENS	N/A	1	rbm	at	03/01/10
AL208-9804	C/BRK DELTRAN CB-10 X 1-1/2 BORE W/O SPR	WARNER	N/A	1	jd	at	03/11/10
AL223-3020	BRG FAFNIR 2BPB RASC 1-1/2	FAFNIR	N/A	1	rbm	at	03/01/10
AL213-7012872312	RDCR DODGE QUANTIS (28.72:1) 140TC X 1	DODGE	BB383CN140TC/28.72 B3-01-B-S-I-1.00	1	rbm	at	03/01/10
AL200-0232	MTR BLDR VM3558T 2 HP NEMA 145TC	BALDOR	VM3558T	3	rbm	at	03/01/10
AL234-0530	PUL DYNA-SYNC H150 X 30 TEETH	DODGE	113670	1	rbm	at	03/01/10
AL280-0812	BSHG TL 2012 X 1	DODGE	117184	1	rbm	at	03/01/10
AL272-070510	BELT TIMING 510H150	GATES	510H150	1	rbm	at	03/01/10
AL260-0520	BSHG TL 1815 X 1-1/2	DODGE	119058	1	rbm	at	03/01/10
AL228-90020	COLLAR CLAMPING 2 PC X 1-1/2 BORE	MCMMASTER CARR	6436K23	1	rbm	at	03/01/10

TBIT BHS O&M Inventory No. 1

Mechanical Spare Parts

Contract Number: DA-4348

Contract Name: TBIT BHS O&M

Contract Name: Siemens Industry, Inc (Siemens O&M)

Contractor Address:

Reference: TO 2-001

Inventoried by:

Inventoried by:

SIEMENS Part #	Part Description	Manufacture	MFG'S Part No.	Quantity Inventoried	Contractor Initials	LAWA Initials	Date of Inventory
AL223-4820	BRG FAFNR 48FB RFC 1-1/2	FAFNIR	N/A	2			03/01/10
AL266-22033177172	PUL VAN DER GRAAF RTM160B30-415GV 177PFM	VAN DER GRAFF	RTM160B30-415GV	1			03/01/10
AL221-9002	ROD END BRG L/H (MCGIL CFF-12T)	MCGIL	CFF-12T	1			03/01/10
ALJ1-9400-135-14	CLUTCH MOUNTING PLATE	SIEMENS	N/A	1			03/01/10
ALJ1-9400-135-07	L1-9400-135-07 PULLEY ASSEMBLY	SIEMENS	N/A	1			03/01/10
AL00020889 (9489-12-99-04-212)	POSITIVE TRACKING QUEUE BELT 111-3/4 LG	SIEMENS	N/A	2			02/24/10
AL14101RQD03	PHOTOELECTRIC SENSOR-POLARIZED REFLEX	SIEMENS	N/A	1			03/01/10
AL00025666 (70400D02F200)	CABLE, 4-PIN MICRO AC CONNECTOR, 20FT	SIEMENS	N/A	1			03/01/10
AL872C-A10N18-N3	AB 872C-A10N18-N3 PROX SENSOR	SIEMENS	N/A	1			03/01/10
AL00026827 (103001A01F200)	CONNECTOR GABLE, 3-PIN MINI AC	SIEMENS	N/A	1			03/01/10
CONVEYORS							
AL200-0032	MTR BLDR M358T 2 HP NEMA 145T	BALDOR	M358T	1			03/01/10
AL200-0040	MTR BLDR M361T 3 HP NEMA 182T	BALDOR	M361T	1			03/01/10
AL200-0132	BRKMTR BLDR BM368T 2 HP NEMA 145T	BALDOR	BM368T	4			03/01/10
AL200-0140	BRKMTR BLDR BM361T 3 HP NEMA 182T	BALDOR	BM361T	2			02/24/10
AL200-0146	BRKMTR BLDR BM361T 5 HP NEMA 184T	BALDOR	BM361T	2			02/24/10
AL200-0154	BRKMTR BLDR BM370T 7-1/2 HP NEMA 213T	BALDOR	BM370T	2			02/24/10
Duplicate deleted							
AL200-0240	MTR BLDR VM361T 3 HP NEMA 182TC	BALDOR	VM361T	1			03/01/10
AL200-0246	MTR BLDR VM361T 5 HP NEMA 184TC	BALDOR	VM361T	2			03/01/10
AL200-0332	MTR BLDR CM368T 2 HP NEMA 145T	BALDOR	CM368T	4			03/01/10
AL200-0340	MTR BLDR CM361T 3 HP NEMA 182TC	BALDOR	CM361T	2			03/01/10
AL200-0349	MTR BLDR CM361T 5 HP NEMA 184TC	BALDOR	CM361T	2			03/01/10
AL200-0432	BRKMTR BLDR VBM368T 2 HP NEMA 143TC	BALDOR	VBM368T	2			02/24/10
AL200-0440	BRKMTR BLDR VBM361T 3 HP NEMA 182TC	BALDOR	VBM361T	1			03/01/10
AL200-0446	BRKMTR BLDR VBM361T 5 HP NEMA 184TC	BALDOR	VBM361T	1			03/01/10
AL200-0467	BRKMTR BLDR 3TK298T89H2 7-1/2 HP CUSTOM	BALDOR	3TK298T89H2	1			02/24/10
AL200-2032	MTR BLDR EM368T 2 HP NEMA 145T	BALDOR	EM368T	4			03/01/10
AL200-2040	MTR BLDR EM361T 3 HP NEMA 182T	BALDOR	EM361T	2			02/24/10
AL200-2050	MTR BLDR EM361T 5 HP NEMA 184T	BALDOR	EM361T	1			02/24/10
AL200-2070	MTR BLDR EM370T 7.5 HP NEMA 213T	BALDOR	EM370T	2			03/01/10
AL200-2232	MTR BLDR VM358T 2 HP NEMA 145	BALDOR	VM358T	1			03/01/10
AL200-2233	MTR BLDR VM358T 2HP NEMA 145	BALDOR	VM358T	1			03/01/10
AL208-0100	CLUTCH/BRK WARPN UM190-10-20 80V	WARNER	6370-273-131	4			03/01/10
AL208-0102	CLUTCH/BRK WARPN UM210-10-20 90V	WARNER	6371-273-069	3			03/01/10
AL208-0208	CONDUIT BOX WARNER 6370-101-042	WARNER	6370-101-042	4			03/01/10
AL213-4105	RDCR DODGE TX1105T ABHS	DODGE	251120	2			03/01/10
AL213-4109	RDCR DODGE TX1109T ABHS	DODGE	241154	2			02/24/10
AL213-4115	RDCR DODGE TX1115T ABHS	DODGE	241155	1			02/24/10
AL213-4125	RDCR DODGE TX1125T ABHS	DODGE	241153	1			03/01/10
AL213-4209	RDCR DODGE TX1209T ABHS	DODGE	242269	2			03/01/10
AL213-4218	RDCR DODGE TX1218T ABHS	DODGE	242267	1			02/24/10
AL213-4226	RDCR DODGE TX1226T ABHS	DODGE	242268	1			03/01/10

TBIT BHS O&M Inventory No. 1
Mechanical Spare Parts

Contract Number: DA-4348

Contract Name: TBIT BHS O&M

Contract Name: Siemens Industry, Inc (Siemens O&M)

Contractor Address:

Reference: TO-2-001

Invented by _____

Invented by _____

SIEMENS Part #	Part Description	Manufacture	MFG'S Part No.	Quantity	Inventoried	Contractor	LAWA Initials	Date of Inventory
AL219-4915	RDCR DODGE TX1315T ABHS	DODGE	243252	1				03/01/10
AL213-4325	RDCR DODGE TX1325T ABHS	DODGE	243251	1				03/01/10
AL213-770004	RDCR DODGE QUANTIS BB48(11.95:1)140TC A4	DODGE	BB483CN140TC11.95A4-T1	1				03/01/10
AL213-770003	RDCR DODGE QUANTIS BB48(12.5:1)140TC A1	DODGE	BB482CN140TC17.55A1S11.250	1				03/01/10
AL213-770004	RDCR DODGE QUANTIS BB48(17.5:1)180TC A1	DODGE	BB482CN180TC17.55A1S11.250	1				03/01/10
AL213-770004	RDCR DODGE QUANTIS BB48(28.5:1)180TC A1	DODGE	BB482CN180TC28.53A1S11.250	1				03/01/10
AL213-770005	RDCR DODGE QUANTIS BB68(2.8:1)80TC A1	DODGE	BB682CN180TC17.82A1S11.250	1				02/24/10
AL213-770006	RDCR DODGE QUANTIS BB68(28.2:1)80TC A1	DODGE	BB682CN180TC28.25A1S11.250	1				02/24/10
AL213-770013	RDCR DODGE QUANTIS BB48(28.90:1)140TC A1	DODGE	BB482CN140TC28.90A1S11.250	1				03/01/10
AL213-7370025	RDCR DODGE QUANTIS HB38(12.5:1)140TC A3	DODGE	HB382CN140TC12.52A3S11.000D	1				03/01/10
AL218-0000	TORQUE ARM ASSY KIT DODGE TX11	DODGE	241213	1				03/01/10
AL218-0001	TORQUE ARM ASSY KIT DODGE TX12	DODGE	242280	1				03/01/10
AL218-0507	BSHG DODGE #241292 TX1 X 1-7/8	DODGE	241292	1				03/01/10
AL219-0516	BSHG DODGE #242164 TX1 2 X 1-1/16	DODGE	242164	1				03/01/10
AL221-041900	Brg SLMSTR SKWZ-LOC 2BFB-1 7/16 MH PLUG	SEALMASTER	SFTMH-231	9				02/24/10
AL221-042300	Brg SLMSTR SKWZ-LOC 2BFB-1 17/16 MH PLUG	SEALMASTER	SFTMH-271	12				02/24/10
AL221-291900	Brg SLMSTR SKWZ-LOC WSTU-1 7/16 MH PLUG	SEALMASTER	STMH-231	9				02/24/10
AL221-293100	Brg SLMSTR SKWZ-LOC WSTU 2-9/16 MH PLUG	SEALMASTER	STMH-31T CTY	3				03/01/10
AL221-492700	Brg SLMSTR SKWZ-LOC 4BFB-1 15/16 MH PLUG	SEALMASTER	SFMH-31T	3				02/24/10
AL221-493100	Brg SLMSTR SKWZ-LOC 4BFB-2 3/16 MH PLUG	SEALMASTER	SEC-35	3				03/01/10
AL221-691900	Brg SLMSTR SKWZ-LOC 3BFB-1 7/16 MH PLUG	SEALMASTER	FBMH-23T	12				03/01/10
AL224-0205	WSHR THRUST BRZ 3/4 ID X 1-3/4 OD X 1/8	OILUBE	TW-79	5				03/01/10
AL245-020366	SFKT MARTIN 808BT18H SPK1 80 TOOTH 18	MARTIN	808BT18H	2				03/01/10
AL245-020452	SHEAVE 3V 2GRV QD SH - 3.65 OD	DODGE	455130	1				03/01/10
AL245-020451	SHEAVE 3V 2GRV QD SH - 4.12 OD	DODGE	455131	2				02/24/10
AL245-020475	SHEAVE 3V 2GRV QD SH - 4.50 OD	DODGE	455132	2				03/01/10
AL245-020475	SHEAVE 3V 2GRV QD SH - 4.75 OD	DODGE	455133	3				03/01/10
AL245-020530	SHEAVE 3V 2GRV QD SH - 5.30 OD	DODGE	455134	1				03/01/10
AL245-020560	SHEAVE 3V 2GRV QD SH - 5.60 OD	DODGE	455135	1				03/01/10
AL245-020650	SHEAVE 3V 2GRV QD SDS - 8.50 OD	DODGE	455136	1				03/01/10
AL245-020690	SHEAVE 3V 2GRV QD SDS - 8.90 OD	DODGE	455138	1				03/01/10
AL245-030395	SHEAVE 3V 3 GRV QD SH - 3.35 OD	DODGE	455150	1				03/01/10
AL245-030412	SHEAVE 3V 3 GRV QD SH - 4.12 OD	DODGE	455151	1				03/01/10
AL245-030475	SHEAVE 3V 3GRV QD SH - 3.65 OD	DODGE	455154	1				03/01/10
AL245-030500	SHEAVE 3V 3GRV QD SDS - 5.00 OD	DODGE	455155	1				03/01/10
AL245-030530	SHEAVE 3V 3GRV QD SDS - 5.30 OD	DODGE	455156	1				03/01/10
AL245-030600	SHEAVE 3V 3GRV QD SDS - 6.00 OD	DODGE	455158	1				03/01/10
AL257-0139	RETURN ROLLER PC 3-1/2 DIA X 36-7/8 LG	INTERROLL	1.843.254.F82.38.87	3				03/01/10

TBIT BHS O&M Inventory No. 1
Mechanical Spare Parts

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address:
 Reference: TO 2-001

Inventoried by _____
 Inventoried by _____

SIEMENS Part #	Part Description	Manufacture	MFG'S Part No.	Quantity Inventoried	Contractor Initials	LAWA Initials	Date of Inventory
AL257-0157	RETURN ROLLER PC 3-1/2 DIA X 54-7/8 LG	INTERROLL	1.843.264.R62 - 54.87	2	rbm	at	03/01/10
AL271-0355	BELT 3VX355 DODGE # 107163	DODGE	107163	1	rbm	at	03/01/10
AL271-0375	BELT 3VX375 DODGE # 107166	DODGE	107166	2	rbm	at	03/01/10
AL271-0400	BELT 3VX400 DODGE # 107164	DODGE	107164	1	rbm	at	03/01/10
AL271-0600	BELT 3VX600 DODGE # 107168	DODGE	107168	1	rbm	at	03/01/10
AL271-0630	BELT 3VX630 DODGE # 107168	DODGE	107168	1	rbm	at	03/01/10
AL271-0670	BELT 3VX670 DODGE # 107169	DODGE	107169	1	rbm	at	03/01/10
AL271-0710	BELT 3VX710 DODGE # 107169	DODGE	107169	1	rbm	at	03/01/10
AL280-1040	CHN 40 SNGL STRND RIV	US TSUBAKI	RC40	10 (ft)	rbm	at	03/01/10
AL280-1080-047	CHN 80 SNGL STRND RIV X 47 PITCHES	US TSUBAKI	N/A	1	rbm	at	03/01/10
AL280-1080-051	CHN 80 SNGL STRND RIV X 51 PITCHES	US TSUBAKI	N/A	1	rbm	at	03/01/10
AL280-1080-056	CHN 80 SNGL STRND RIV X 55 PITCHES	US TSUBAKI	N/A	1	rbm	at	03/01/10
AL280-5040	CHN 40 SNGL STRND MASTER LINK	US TSUBAKI	RC40 MASTER LINK	1	rbm	at	03/01/10
AL280-5050	CHN 50 SNGL STRND MASTER LINK	UNKNOWN	UNKNOWN	3	rbm	at	03/01/10
AL280-5080	CHN 80 SNGL STRND MASTER LINK	US TSUBAKI	N/A	1	rbm	at	03/01/10
AL280-6040	CHN 40 SNGL STRND HALF LINK	US TSUBAKI	RC40 HALF LINK	1	rbm	at	03/01/10
AL280-91080	CHN 80 SNGL STRND RIV SINTERED LUBE FREE	US TSUBAKI	N/A	10 (ft)	rbm	at	03/01/10
AL281-00050	CHN 50 SIDEBOW	UNKNOWN	UNKNOWN	5	rbm	at	03/01/10
AL282-1035-233	CHN ENDLESS LOOP 35 P X 233 W/OFFSET	US TSUBAKI	AL282-1035-233	1	rbm	at	03/01/10
AL282-1035-243	CHN ENDLESS LOOP 35 P X 243 W/OFFSET	US TSUBAKI	AL282-1035-243	8	rbm	at	03/01/10
AL282-1035-339	CHN ENDLESS LOOP 35 P X 339 W/OFFSET	US TSUBAKI	AL282-1035-339	1	rbm	at	03/01/10
AL339-200002	BELT MRG E12/2 U0/V6 X 36"W X 173 1/2"	SIEGLING	N/A	2	jd	at	03/11/10
AL339-200003	BELT MRG E12/2 U0/V6 36"W X 259 3/4"	SIEGLING	N/A	2	jd	at	03/11/10
AL339-200007	BELT MRG E12/2 U0/V6 36"W X 282 1/4"	SIEGLING	AL339-200007	1	jd	at	03/11/10
AL339-200008	BELT MRG E12/2 U0/V6 36"W X 288 1/4"	SIEGLING	AL339-200008	1	jd	at	03/11/10
AL9473-15-39	PULLEY 6 DIA TF DYNAMICALLY BALANCED	ANTLAND &/OR PRECISI	AL9473-15-39	3	rbm	at	03/01/10
AL9473-15-57	PULLEY 6 DIA TF DYNAMICALLY BALANCED	CHANTLAND	AL9473-15-57	1	rbm	at	02/24/10
AL9473-16-39	PULLEY DRIVE 6 DIA FF DYNAMICALLY BAL	ANTLAND &/OR PRECISI	AL9473-16-39	3	rbm	at	03/01/10
AL9473-16-57	PULLEY DRIVE 6 DIA FF DYNAMICALLY BAL	CHANTLAND	AL9473-16-57	1	rbm	at	02/24/10
AL9940-A-37	SNUB PULLEY ASSY FF X 4 X 1-7/16 X 37 BG	CHANTLAND	AL9940-A-37	1	rbm	at	02/24/10
AL9940-A-39	SNUB PULLEY ASSY FF X 4 X 1-7/16 X 39 BG	ANTLAND &/OR PRECISI	AL9940-A-39	3	rbm	at	02/24/10
AL9942-A-39	T-U PULLEY ASSY FF X 4 X 1-7/16 X 39 BG	ANTLAND &/OR PRECISI	AL9942-A-39	1	rbm	at	03/01/10
AL9943-A-37	TU PULL ASSY FF X 6 X 1-7/16 X 37 BG	CHANTLAND	AL9943-A-37	1	rbm	at	03/01/10
AL9943-A-39	TU PULL ASSY FF X 6 X 1-7/16 X 39 BG	ANTLAND &/OR PRECISI	AL9943-A-39	2	rbm	at	03/01/10
AL9944-A-39	END PULLEY ASSY TF 6 X 1-7/16 X 39 BG	ANTLAND &/OR PRECISI	AL9944-A-39	1	rbm	at	02/24/10
AL9944-B-39	END PULLEY ASSY TF 6 X 1-11/16 X 39 BG	ANTLAND &/OR PRECISI	AL9944-B-39	3	rbm	at	03/01/10
AL9946-B-39	TAIL PUL ASSY TF 6 X 1-11/16 X 39 BG	ANTLAND &/OR PRECISI	AL9946-B-39	1	rbm	at	02/24/10
AL9950-A-39	DRV PUL ASSY FF 6-3/4 X 1-7/16 X 39 BG	ANTLAND &/OR PRECISI	AL9950-A-39	1	rbm	at	03/01/10
AL9952-A-39	DRIVE PUL ASSY TF 6-3/4 X 1-7/16 X 39 BG	ANTLAND &/OR PRECISI	AL9952-A-39	1	rbm	at	02/24/10
AL9953-B-39	PTO PUL ASSY TF X 6-3/4 X 1-11/16 X 39BG	CHANTLAND/PRECISION	AL9953-B-39	1	rbm	at	02/24/10
AL9955-B-39	DRV PUL ASSY FF 3/8 L 8 3/4 W/ 1 11/16 SF	ANTLAND &/OR PRECISI	AL9955-B-39	2	rbm	at	03/01/10
AL9956-B-39	DRV PUL ASSY FF X 8-3/4 X 1-11/16 X 39BG	ANTLAND &/OR PRECISI	AL9956-B-39	2	rbm	at	02/24/10
AL9958-C-37	DRIVE PULLY ASSY 10-3/4 X 1-16/16 X 37BG	CHANTLAND	AL9958-C-37	1	rbm	at	03/01/10
AL9959-C-39	DRIVE PULLY ASSY 10-3/4 X 1-16/16 X 39BG	ANTLAND &/OR PRECISI	AL9959-C-39	1	rbm	at	03/01/10

**TBIT BHS O&M Inventory No. 1
Mechanical Spare Parts**

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address:
 References: TO 2-001

Inventoried by _____
 Inventoried by _____

SIEMENS Part #	Part Description	Manufature	MFG'S Part No.	Quantity Inventoried	Contractor Initials	LAWA Initials	Date of Inventory
ALQ-0016-18A	QUEUE BELTING 39" BG X 88-13/16" LG	SIEMENS	N/A	4	rbm	at	02/24/10
ALQ-0016-18D	QUEUE BELTING 39" BG X 90-5/16" LG	SIEMENS	N/A	2	jd	at	03/11/10
ALQ-0016-18G	QUEUE BELTING 39" BG X 91-3/4" LG	SIEMENS	NA	1	jd	at	03/11/10
ALQ-0016-1HR	QUEUE BELTING 39" BG X 168-3/16" LG	SIEMENS	NA	3	jd	at	03/11/10
ALY0010D39	SNUB PULLEY ASSY FF 6 X 2-3/16 X 39 BG	CHANTLAND	ALY0010D39	1	rbm	at	03/01/10
ALY0011D39	TU PULLEY ASSY FF X 8 X 2-3/16 X 39 BG	CHANTLAND	ALY0011D39	1	rbm	at	03/01/10
AL339-163601	BELTING E12/2 0V1-M FR 36"	SIEGLING		500 (ft)	jd	at	03/11/10
AL339-173601	BELTING E12/2 V1/V10 LG-M FR 36"	SIEGLING		250 (ft)	jd	at	03/11/10
AL339-143611	BELTING E8/2 U0V5H MT-FR 36"	SIEGLING		250 (ft)	jd	at	03/11/10
AL00008316	BELTING PHR3-200TW BXB86 FR 36"W	SIEGLING		250 (ft)	jd	at	03/11/10
SIEMENS SUPERLATES							
AL280-72080	CHAIN 2080/2082 DBL STRNO MASTER LINK	MORSE	BY DESCRIPTION	1	rbm	at	03/01/10
AL280-92082	CHAIN 2082 OBL PITCH OS ROLLER	MORSE	BY DESCRIPTION	14	rbm	at	03/01/10
AL232-99261827	SPKT #2082BS18H X 2 BORE KW 2 SS	MARTIN	2082BS18H	1	rbm	at	03/01/10
ALU-0000-050	IDLER SHAFT ASSY, SLOPE PLATE DRIVE	SIEMENS	N/A	1	rbm	at	03/01/10
ALU-0000-053	IDLER PULLEY, SLOPE PLATE DRIVE	SIEMENS	N/A	1	rbm	at	03/01/10
AL228-0002	IDLER PULLEY BRG BALL 1-1/2 ID X 2-5/8 OD SEALED	SKF	R 24 FF	4	rbm	at	03/01/10
ALU0000046	BACKUP ASSY, DRIVE CHAIN SLOPE PLATE	SIEMENS	N/A	1	rbm	at	02/24/10
ALU0000047	GUIDE, NYLATRON UPPER BACKUP ASSY	SIEMENS	N/A	1	rbm	at	03/01/10
ALU0000048	GUIDE, NYLATRON LOWER BACKUP ASSY	SIEMENS	N/A	1	rbm	at	03/01/10
ALU0000042	GUIDE ASSY, DRIVE CHAIN SLOPE PLATE	SIEMENS	N/A	1	rbm	at	02/24/10
ALU0000043	GUIDE, NYLATRON LOWER GUIDE ASSY	SIEMENS	N/A	1	rbm	at	03/01/10
ALU0000044	GUIDE, NYLATRON UPPER GUIDE ASSY	SIEMENS	N/A	1	rbm	at	03/01/10
AL7360-1	4" PALLET SUPPORT WHEEL	SIEMENS	N/A	30	rbm	at	03/01/10
AL7380-16	NYLON STRAP	SIEMENS	N/A	100 (ft)	rbm	at	02/24/10
AL7404-CCW	SLOPE PLATE PALLET S/S 12GA CCW ROTATION	SIEMENS	N/A	10	rbm	at	02/24/10
AL460-0811	NUT NYLON INSERT (NYLOC) 1/2-13	N/A	N/A	50	jd	at	04/14/10
ALU-0000-014	5-LINK PALLET SUPPORT ASSEMBLY	SIEMENS	N/A	1	rbm	at	03/01/10
ALU-0000-015	1-LINK PALLET SUPPORT ASSEMBLY	SIEMENS	N/A	2	rbm	at	03/01/10
AL229-0802	BRG CJ COMPOSITE 5/8 ID X 7/8 OD X 3/8 L	SIEMENS	N/A	5	rbm	at	03/01/10
AL224-0236	BRG THRUST 5/8 ID X 1-1/2 OD X 1/8 THICK	SIEMENS	N/A	10	rbm	at	03/01/10
AL7390	BUMPER 10'-8" LONG	SIEMENS	N/A	5	rbm	at	03/01/10
AL7391	BUMPER INSERT	SIEMENS	N/A	9	rbm	at	03/01/10
AL463-30000	1/4-20 Toggle Nut (Folding wing type)	N/A	N/A	50	rbm	at	03/01/10
AL463-380212	1/4-20 x 2 1/2 Phillips Pan Head Screw, Zinc Plated	N/A	N/A	50	rbm	at	03/01/10
ALU-0000-072	FINGER GUARD, MODEL 7100 SLOPE PLATE	SIEMENS	N/A	100 (ft)	rbm	at	03/01/10
AL200-91063054	MTR BLDR 37A01W878 7.5 HP HI-SLIP	MOTOR	BY DESCRIPTION	1	rbm	at	02/24/10
AL213-9525	ROCR DODGE TXT525BT ABHS FLANGE MNT	SEE DESC	BY DESCRIPTION	1	rbm	at	03/01/10
AL271-0750	BELT 3VX750 DODGE # 107170	DODGE	BY DESCRIPTION	4	jd	at	03/11/10
AL245-021080	SHEAVE 3V 2GRV QD SK -10.60 OD	DODGE	BY DESCRIPTION	1	rbm	at	03/01/10
Duplicate deleted							
REPAIR SHUNTERS/DODGE							
TBD	Replacement Curtains complete 48" X 54" WALL OPEN	VIGNEAUX	40000	1	rbm	at	03/22/10
TBD	Barrel Assembly with Motors	VIGNEAUX	30000	1	rbm	at	03/22/10

**TBIT BHS O&M Inventory No. 1
Electrical Spare Parts**

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address: _____
 Reference: TO 2-001

Inventoried by: _____
 Inventoried by: _____

SIEMENS Part #	Part Description	Manufature	MFG'S Part No.	Quantity Inventoried	Contractor Initials	LAWA Initials	Date of Inventory
Control Systems Field Devices							
AL2016	MOUNTING BRACKET, MOTOR DISCONNECT, "1 PER EACH POWER TURN". (PAINT BIG COUNTRY BLUE)	SIEMENS	TBD	1	jd	al	03/11/10
AL00021303	MOTOR DISC. 480VAC 3 POLE 32A RED/YELLOW HANDLE, 4NO AUX.	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4440-5AD	LIGHT MODULE WITH LED AMBER 120V AC. (STACKLIGHTS)	SIEMENS	TBD	1	rbm	al	03/01/10
ALHS20.405FB2A-10	JITTER, HOLLOW CORE, .389" BORE, 5 PULSE, 24VDC, SINGLE OUTPUT, INCLUDES FLEXIBLE TETHER, 10' CABLE	PHOTOCRAFT	TBD	4	rbm	at	03/01/10
ALHS203895AJ830SB210	SHAFT ENCODER, SIDE CONNECTOR OPTION, ANTI-JITTER, HOLLOW CORE, .389" BORE, 5 PULSE, 24VDC, SINGLE OUTPUT, INCLUDES FLEXIBLE TETHER, 10' CABLE	AFT (Inventory hs20b-5a/8)	TBD	6	rbm	at	03/04/10
ALILSCIPC4/0-6	KUP-L-TAP INSULATION PIERCING CONNECTOR 4/0-4, 6-14, 600 VOLT	ILSCO	TBD	4	rbm	at	03/01/10
AL63-23-150-8	TRANSFORMER, ENCLOSED, 120/208/240/480-120/208/240VAC, 60HZ, 500VA	SOLA	TBD	1	rbm	at	03/01/10
AL1D1N003QST	TRANSFORMER, STANDARD UNIT, ENCAPSULATED, 1-PHASE, 60HZ, 480/240-240/120VAC, 3 KVA	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4308-ODA	70MM MOUNTING BRACKET WITH TUBE (STACKLIGHTS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL1D1N002QST	TRANSFORMER STANDARD UNIT ENCAPSULATED 1-PHASE 240/480-120/240VAC 2KVA	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4308-0DA	70MM MOUNTING BRACKET WITH TUBE (STACKLIGHTS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL63-23-210-8	TRANSFORMER, ENCLOSED, 120/208/240/480-120/208/240VAC, 60HZ, 1KVA	SOLA	TBD	1	rbm	at	03/01/10
AL8WD4408-0AD	TERMINAL ELEMENT FOR PIPE MOUNT (ALL MCP ALARMS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL63-23-230-8	TRANSFORMER, ENCLOSED, 120/208/240/480-120/208/240VAC, 60HZ, 3KVA	SOLA	TBD	1	rbm	at	02/24/10
AL1D1N005QST	TRANSFORMER, STANDARD UNIT, ENCAPSULATED, 1-PHASE, 60HZ, 480/240-240/120VAC, 5 KVA	SIEMENS	TBD	1	rbm	at	03/01/10
MCP Enclosure Components							
ALA-21ITE	OPERATOR ADAPTER FOR I-E MAX FLEX FLANGE-MOUNTED VARIABLE DEPTH OPERATING HANDLE	HOFFMAN	TBD	1	rbm	al	03/01/10
ALMCS620R	BASIC DISCONNECT SWITCH RIGHT HAND 200 AMPERE 600 VOLT	SIEMENS	TBD	1	rbm	at	03/01/10

**TBIT BHS O&M Inventory No. 1
Electrical Spare Parts**

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address:
 Reference: TO 2-001

Inventoried by _____
 Inventoried by _____

SIEMENS Part #	Part Description	Manufature	MFG'S Part No.	Quantity Inventoried	Contractor Initials	LAWA Initials	Date of Inventory
AL3RT1024-1AK60	CONTACTOR, NON REVERSING, 3-POLE, 12 AMP (MAX) 120 VAC 7 1/2HP@460V, SIZE S0	SIEMENS	TBD	8	rbm	at	03/01/10
AL3RT1026-1AK60	CONTACTOR, NON REVERSING, 3-POLE, 25 AMP (MAX), 120VAC, 15HP@460V, SIZE S0	SIEMENS	TBD	10	rbm	at	03/01/10
AL3RW3025-1AB14	SOFT START, 14A, 10HP @ 460VAC	SIEMENS	TBD	1	rbm	at	03/01/10
AL52PA1G3	PILOT LIGHT, NEMA 1/3/4/12/13, XFRMR TYPE, 120VAC, GREEN	SIEMENS	TBD	2	rbm	at	03/01/10
AL52PA8A3K	PUSH BUTTON, NEMA 4/13, FLUSH HEAD, 1NO, MOMENTARY, GREEN	SIEMENS	TBD	2	rbm	at	03/01/10
AL52AALE	E-STOP LOCKING ATTACHMENT	SIEMENS	TBD	2	rbm	at	03/01/10
AL6ES73221FH000AA0	SIMATIC S7-300, DIGITAL OUTPUT SM 321, OPTICALLY ISOLATED 16 DO, 120/230V AC, 1 A, 20 PIN	SIEMENS	TBD	6	rbm	at	03/01/10
AL6ES73211FH000AA0	16 CHANNEL INPUT MODULE, S7-300/ET200M 120VAC DIGITAL OUTPUT MODULE INCLUDING LABELLING STRIPS AND BUS CONNECTOR 8 OUTPUTS 120/230V AC 1A	SIEMENS	TBD	5	rbm	at	03/01/10
AL00022040	PROFIBUS CABLE	SIEMENS	TBD	1	rbm	at	03/01/10
AL6XV1 830-0EH10	MOUNTING RAIL DIN 2 METER	SIEMENS	TBD	24 (ft)	rbm	at	03/01/10
AL5ST1146	SIMATIC S7-300, FRONT CONNECTOR FOR SIGNAL MODULES WITH SCREW-TYPE TERMINALS 20 PIN	SIEMENS	TBD	5	rbm	at	03/11/10
AL00022045	SIMATIC S7-300 FRONT CONNECTOR WITH SCREW-TYPE TERMINALS 40-PIN	SIEMENS	TBD	1	rbm	at	03/01/10
AL5650413	CIRCUIT BREAKER, THERMAL MAGNETIC O.L. TYPE, 1 POLE, AUX. CONTACT 1NO, 480 VAC, 20 AMP, 2KA	PHOENIX CONTACT	TBD	5	rbm	at	03/01/10
ALMCS606R	DISCONNECT, 60 AMP, 600V, FUSIBLE/NON FUSIBLE, BASIC SW RIGHT HAND FOR CLASS H, J, R FUSES	SIEMENS	TBD	2	rbm	at	03/01/10
ALFCJK606	DISCONNECT, 60 AMP, 600V, FUSIBLE KIT FOR CLASS J FUSES	SIEMENS	TBD	3	rbm	at	03/01/10
ALKTTSC4P	TOUCH-SAFE TERMINAL COVER KIT FOR CLASS MT TRANSFORMERS	SIEMENS	TBD	1	rbm	at	03/01/10
ALFRN-R-5	FUSE TIME DELAY 5 AMP 250V FUSETRON	BUSS	TBD	1	rbm	at	03/01/10
ALFNQ-R-2	FUSE, TIME DELAY, 2 AMP, 600V, CC-TRON (FOR CONTROL CIRCUIT TRANSFORMER)	BUSS	TBD	1	rbm	at	03/01/10
ALFNQ-R-6	FUSE, TIME DELAY, 6 AMP, 600V, CC-TRON (FOR CONTROL CIRCUIT TRANSFORMER)	BUSS	TBD	6	rbm	at	03/01/10
ALFNQ-R-8	FUSE, TIME DELAY, 8 AMP, 600V, CC-TRON (FOR CONTROL CIRCUIT TRANSFORMER)	BUSS	TBD	1	rbm	at	03/01/10
ALFRN-R-15	FUSE, TIME DELAY, 15 AMP, 250V, FUSETRON	BUSS	TBD	2	rbm	at	03/01/10
ALLPJ-150SP	FUSE, TIME DELAY, 150 AMP, 600V, LOW-PEAK	BUSS	TBD	2	rbm	at	03/01/10
ALJ60060-3CR	FUSE BLOCK, 600 VOLT, 1/2 - 60AMPS, 3 POLE	BUSS	TBD	2	rbm	at	03/01/10

TBIT BHS O&M Inventory No. 1
Electrical Spare Parts

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address:
 Reference: TO 2-001

Inventoried by _____
 Inventoried by _____

SIEMENS Part #	Part Description	Manufacture	MFG'S Part No.	Quantity inventoried	Contractor initials	LAWA initials	Date of Inventory
ALFHOJ036	MAX-FLEX, FLANGE MOUNTED VARIABLE DEPTH CIRCUIT BREAKER OPERATOR, COMPLETE KIT	SIEMENS	TBD	1	rbm	at	03/01/10
ALFRN-R-12	FUSE, TIME DELAY, 12 AMP, 250V, FUSETRON	BUSS	TBD	1	rbm	at	03/01/10
ALFRS-R-15	FUSE, TIME DELAY, 15 AMP, 600V, FUSETRON	BUSS	TBD	1	rbm	at	03/01/10
ALLPJ-25SP	FUSE, TIME DELAY, 25 AMP, 600V, LOW-PEAK	BUSS	TBD	4	rbm	at	03/01/10
AL1492-PD3287	DISTRIBUTION BLOCK 760A/POLE 600V AC 3 POLES 2:8 ALUMINUM	ALLEN-BRADLEY	TBD	1	rbm	at	03/01/10
AL6EP1334-2BA01	120V/230VAC CONTACTOR, NON REVERSING, 3-POLE, 50 AMP(MAX), 120VAC, 40HP@460V, SIZE S2	SIEMENS	TBD	1	rbm	at	03/01/10
AL3RT1036-1AK60	LINK RAIL FOR 3 TERMINALS	PHOENIX CONTACT	TBD	1	rbm	at	04/14/10
ADHJD63B300	CIRCUIT BREAKER, THERMAL MAGNETIC O.L. TYPE, 3 POLE, 600 VAC, 300 AMP, 65KA	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4440-OCB	LIGHT MODULE WITH STROBE RED 120V AC(STACKLIGHTS)	SIEMENS	TBD	5	rbm	at	03/01/10
AL8WD4440-0CD	LIGHT MODULE WITH STROBE YELLOW 120VAC (STACKLIGHTS)	SIEMENS	TBD	5	rbm	at	03/01/10
AL8WD4440-5AB	LIGHT MODULE WITH LED RED 120V AC (STACKLIGHTS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4440-5AE	LIGHT MODULE WITH LED CLEAR 120V AC (STACKLIGHTS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL8WD4440-0CE	LIGHT MODULE WITH LED CLEAR 120V AC (STACKLIGHTS)	SIEMENS	TBD	1	rbm	at	03/01/10
AL0WD4308-0CA	MOUNTING BRACKET FOR RIGHT ANGLE(STACKLIGHTS)	SIEMENS	TBD	2	rbm	at	03/01/10
ALECO-27	(BULK ORDER ON SITE) FACTORY PUNCHED BRG CAP #ECO-27, 1 11/16 BEARING CORE	EMERSON	TBD	3	rbm	at	03/01/10
ALRS-2L	E-STOP PULLCORD LIMIT SWITCH, NEMA 4, MANUAL RESET, 2SPDT, 20A@120VAC, MAINTAINED	CONVEYOR COMPONENTS	TBD	1	rbm	at	03/01/10
ALHBLMITL	SWITCHED ENCLOSURE FOR SAFETY SHROUD INTEGRATED DISCONNECTS (MOUNTED ON AJACENT CONVEYOR) PART 1 of 4	HUBBELL	TBD	1	rbm	at	03/01/10
ALHBL2431S	480V, 3 POLE, 4 WIRE, SAFETY SHROUD PLUG INTEGRATED DISC INTEGRATED DISCONNECTS (MOUNTED ON AJACENT CONVEYOR) PART 2 of 4	HUBBELL	TBD	1	rbm	at	03/01/10
ALHBL2430SW	480V, 3 POLE, 4 WIRE, RECEPTACLE INTEGRATED DISC INTEGRATED DISCONNECTS (MOUNTED ON AJACENT CONVEYOR) PART 3 of 4	HUBBELL	TBD	1	rbm	at	03/01/10

**TBIT BHS O&M Inventory No. 1
Electrical Spare Parts**

Contract Number: DA-4348
 Contract Name: TBIT BHS O&M
 Contractor Name: Siemens Industry, Inc (Siemens O&M)
 Contractor Address: _____
 Reference: TO 2-001

Inventoried by: _____

 Inventoried by: _____

SIEMENS Part #	Part Description	Manufature	MFG'S Part No.	Quantity Inventoried	Contractor initials	LAWA Initials	Date of Inventory
AL3RV1901-1A	SIDE MOUNTED AUXILIARY CONTACT BLOCK MSP 1NO-1NC	SIEMENS	TBD	20	rbm	at	03/01/10
AL3RH1921-1CA10	AUXILIARY CONTACT BLOCK, 1NO, FRONT MOUNT	SIEMENS	TBD	35	rbm	at	03/01/10
AL52PA4G5	PILOT LIGHT, NEMA 1/3/4/12/13, XFRMR TYPE, 120VAC, BLUE	SIEMENS	TBD	1	rbm	at	03/01/10
AL52PA4G9	PILOT LIGHT, NEMA 1/3/4/12/13, XFRMR TYPE, 120VAC, AMBER	SIEMENS	TBD	1	rbm	at	03/01/10
AL52PA8A6K	PUSH BUTTON, NEMA 4/13, FLUSH HEAD, 1NO, MOMENTARY, GRAY	SIEMENS	TBD	1	rbm	at	03/01/10
AL52PA8A4K	PUSH BUTTON, NEMA 4/13, FLUSH HEAD, MOMENTARY, 1NO, YELLOW	SIEMENS	TBD	1	rbm	at	03/01/10
AL52PA2G2Q	PUSH BUTTON, NEMA 1/3/4/12/13, ILLUMINATED, MUSHR. HEAD, 1NO,1NC, 1NC EXTRA LATE BREAK,MAINTAINED, 120 VAC, RED	SIEMENS	TBD	3	rbm	at	03/01/10
ALFBS 2-6	LINK RAIL FOR 2 TERMINALS	PHOENIX CONTACT	TBD	14	rbm	at	03/01/10
ALFBS 5-6	LINK RAIL FOR 5 TERMINALS	PHOENIX CONTACT	TBD	6	rbm	at	03/01/10
ALFBS 10-6	LINK RAIL FOR 10 TERMINALS	PHOENIX CONTACT	TBD	4	rbm	at	03/01/10
ALUT 6-HESILED	FUSED TERMINAL, 10 AMP, 250V, DIN RAIL MOUNTED, W/ A LED BLOWN FUSE INDICATOR (12-30 AC/DC)	PHOENIX CONTACT	TBD	1	rbm	at	03/01/10
AL3RV1021-1BA10	MOTOR STARTER PROTECTOR 1.4 - 2.0A, SIZE S0	SIEMENS	TBD	2	rbm	at	03/01/10
AL3RH1921-1FA40	4 POLE (4NO) AUXILIARY CONTACT BLOCK FOR 3RT CONTACTORS FRONT MOUNTED	SIEMENS	TBD	2	rbm	at	03/01/10
SICK SCANNERS							
AL7102804	Tachometers	SICK Scanners	TBD	1	rbm	at	03/01/10
SICK DIMENSIONERS							
AL1024039	L MS200 Dimensioning Head	SICK Dimensioners	TBD	1	rbm	at	02/24/10
AL1042843	MH12000D Controller	SICK Dimensioners	TBD	1	rbm	at	03/01/10
AL7023047	Photoeye WL2000-B5300	SICK Dimensioners	TBD	1	rbm	at	03/01/10
AL7127079	Tachometer	SICK Dimensioners	TBD	1	rbm	at	03/01/10
AL7123026	Display Assembly, Top Mount	SICK Dimensioners	TBD	1	jd	at	03/11/10
AL7123853	BDS Electrical Assembly with Relays	SICK Dimensioners	TBD	1	rbm	at	03/01/10

**TBIT BHS O&M Inventory No. 1
Hardware-Software Spare Parts**

Contract Number: DA-4348

Contract Name: TBIT BHS O&M

Contractor Name: Siemens Industry, Inc (Siemens O&M)

Contractor Address:

Reference: TO-2-001

Invented by _____

Invented by _____

SIEMENS Part #	Part Description	Manufacture	MFG'S Part No.	Quantity Invented	Contractor Initials	LAWA Initials	Date of Inventory
D647F-P	260 GB 7200 RPM SATA Disk Drive	STRATUS	TBD	4	jd	at	03/11/10
D670F-P	73 GB 16K RPM SAS Disk Drive	STRATUS	TBD	2	jd	at	03/11/10

EXHIBIT D

New Aeronautical Equipment

To be developed in accordance with Sections 3.01 and/or 8.03 (c) of the Lease and License Agreement.

EXHIBIT E

Replacement Aeronautical Equipment

To be developed in accordance with Section 8.03 (b) of the Lease and License Agreement.

EXHIBIT F

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

MEMBER AGREEMENT

**AMENDED AND RESTATED
MARCH 2013**

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TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY, INC.

MEMBER AGREEMENT

THIS MEMBER AGREEMENT ("Member Agreement") is amended and restated as of the 1st day of July, 2013 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") 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 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 and T2 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 and T2 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.

"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 or T2, 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 and T2, 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 Executive Director, 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 or the T2 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.

“Executive Director” means the Executive Director of LAWA.

“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 or the T2 Cost Center including costs and expenses resulting from but not limited to insurance, accounting, annual audit, and Consortium Manager staff serving both TBIT and T2. 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 Executive Director to operate, maintain and manage the Aeronautical Equipment at TBIT and T2, 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 Section 2 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 Section 2 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 Executive Director 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.

“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 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.

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 July 1, 2013, 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 and T2 as approved by the City or the Executive Director.

(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 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 4.2 or 4.3 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 Air 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 4.3 below.

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

Air Carriers who are not operating at T2 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, 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 4.4 below.

4.4 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.

4.5 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.

4.6 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 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 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 and 4.3 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 4.5 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 Executive Director.

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) a Company Majority-In-Interest or TBITEC Super Majority-In-Interest of the Member Representatives; or (iv) a Company Majority-In-Interest or Company Super Majority-In-Interest of the Members.

(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 an Maintenance Operator for the Aeronautical Equipment and Company Property by competitive proposal or other procedure approved by a TBIT Majority-In-Interest, a T2 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.

The Member Committee shall elect a Chairperson and may elect a Vice Chairperson from among its representatives. Election shall be held annually 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 TBIT Majority-In-interest, a T2 Majority-In-Interest or a Company Majority-In-Interest in accordance with the terms of this Member Agreement.

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 of the Executive Committee members shall be a Member Representative from a Member operating at TBIT, and at least one of the Executive Committee members shall be a Member Representative from a Member operating at T2. 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 by a TBIT Majority-In-Interest of the Member Committee. An Operations Committee may be established among the Members operating at T2 by a T2 Majority-In-Interest of the Member Committee. The Operations Committees shall consist of the Chairperson of the Member Committee, 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 and T2, 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 Majority-In-Interest or at least a T2 Majority-In-Interest of the Members. The act of at least a TBIT Majority-In-Interest or of at least a T2 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 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 Executive Director, 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 and T2. 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 Executive Director, 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 Executive Director 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 Executive Director, 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 Executive Director 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 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 Executive Director's, or his or her designee's, approval.

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 Executive Director 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 2.08 of the Lease and License Agreement. By the vote of TBIT Majority-In-Interest of the Members for TBIT or by the vote of T2 Majority-In-Interest for T2 or by the vote of Company Majority-In-Interest for a Maintenance Operator serving both TBIT and T2, 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 Majority-In-Interest of the Members for TBIT or by the vote of T2 Majority-In-Interest for T2 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 Executive Director in accordance with Section 2.08 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 TBIT Cost Center or as a Direct Cost of the T2 Cost Center.

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 Cost Center and the T2 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 for a period of thirty (30) consecutive days, then the Net Facility Charge shall be allocated among the Members on the basis of average Monthly Usage for the twelve months ending immediately prior to the cessation of operations at TBIT (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 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 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 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 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 2 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 Executive Director, 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 2.07(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 Executive Director, 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 Executive Director 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 and T2 (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 4.5 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 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 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 18.1): 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 Executive Director. 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 Executive Director or the City, pursuant to the terms of the Lease and License Agreement.

####

SIGNED AND AGREED:

TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY, INC.

By:

Chairman 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: Air Carriers Invited To Become Members

SCHEDULE A
NAMES AND NOTICE ADDRESSES OF MEMBERS

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

SCHEDULE B
VOTING REQUIREMENTS

		Company	TBIT	T2
Majority-In-Interest Approval Required				
Section	Action			
Definitions	Select Auditor	X		
Definitions	Unspecified Votes	X	X	X
Definitions	Withdrawal Date	X		
2.7	Terminate Member Agreement if Lease and License Agreement Terminated	X		
4.4	Escalation of membership fee	X		
4.5	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
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
8.5(a)	Select and Remove Executive Committee Members	X		
8.6	Establish Operations Committee		X	X
8.6(c)	Requirement for Operations Committee Quorum		X	X
8.6(c)	Requirement for Operations Committee Actions		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
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

Executive Director Approval Required

Section	Action
Definitions	Amend Exhibit A
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 and T2 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 and T2 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 Passengers 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 Passengers and Deplaned Passengers at T2 in the preceding twelve (12) calendar months.

D. 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 and T2.
- 45% shall be based upon the sum of each Member's Enplaned Passengers and Deplaned Passengers processed at TBIT and T2.

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.

E. 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.

F. 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 or T2.

"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 or T2, 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 or T2 in any month. Each Flight will be counted so that an inbound Flight at TBIT or T2 equals $\frac{1}{2}$, an outbound Flight at TBIT or T2 equals $\frac{1}{2}$, and a turnaround Flight at TBIT or T2 equals 1.

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 THIS
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

EXHIBIT G

TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY, INC. EQUIPMENT USE AGREEMENT

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

WHEREAS, City (as defined below) owns and operates the Tom Bradley International Terminal ("TBIT"), at Los Angeles International Airport (the "Airport") with the power to grant rights and privileges with respect thereto; and

WHEREAS, pursuant to the Lease and License Agreement (as defined below), 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 and License Agreement; and

WHEREAS, pursuant to the terms of the Lease and License 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 and License 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 TBIT, requiring Non-Member Air Carrier to access certain equipment operated and maintained by TBITEC pursuant to the Lease and License 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 TBIT;

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 and License 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 and License 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.

"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.

"Executive Director" means the Executive Director of Los Angeles World Airports.

"Lease and License Agreement" means that certain Lease and License Agreement dated as of _____, 2011, 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 and License Agreement 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 TBIT.

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 TBIT, 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 TBIT, 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 and License 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 14 CFR Part 107, "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 14 CFR Part 108, "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 Executive Director, with the concurrence of TBITEC.

F. Any property of Non-Member Air Carrier placed on or kept at TBIT 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 TBIT 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 TBIT, and provide to TBITEC a written accident report within twenty-four (24) hours of such occurrence.

ARTICLE IV

TERM

SECTION 4.01 - Term of Agreement

A. This Equipment Use Agreement shall commence on _____ ("Effective Date") and will continue for one year thereafter, unless terminated earlier by TBITEC pursuant to Article V.

B. This Equipment Use Agreement shall be automatically renewed for subsequent one year terms if TBITEC does not provide notice of termination of this Equipment Use Agreement, pursuant to Article V, or notice of non-renewal of this Equipment Use Agreement no less than sixty (60) days prior to the last date of any one year term, pursuant to this Section 4.01.

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 on or about each July 1 and each January 1. 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 of the Aeronautical Equipment by the TBITEC Members, plus a surcharge that is not to exceed 25%.

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 TBIT 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.

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 and License 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 TBIT, 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 TBIT used by Non-Member Air Carrier to confirm that Non-Member Air Carrier is using the Aeronautical Equipment and TBIT 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 TBIT 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 insure compliance with Environmental Laws at Handler'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 TBIT, 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 TBIT;

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 XII

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, or by facsimile to:

TBITEC:

Tom Bradley International Terminal Equipment Company
380 World Way
Box S-18
Los Angeles, CA 90045
Facsimile No. 310-646-9602

NON-MEMBER AIR CARRIER:

Company Name
Address
City, State Zip
Facsimile No.

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, or upon the date on which the facsimile copy is transmitted, provided, that such transmission is received on a business day between the hours of 8:00 a.m. and 5:00 p.m., and if not so received, then as of 8:00 a.m. on the next business day.

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.

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.

Handler

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
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	\$10,000,000 CSL
including the following coverage:	
(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.

EXHIBIT G

TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY, INC. EQUIPMENT ACCESS AGREEMENT

This Equipment Access Agreement is made and entered into as of _____, by and between Tom Bradley International Terminal Equipment Company, Inc., a California non-profit mutual benefit corporation ("TBITEC") and _____, a _____, ("Handler").

WHEREAS, City (as defined below) owns and operates the Tom Bradley International Terminal ("TBIT"), at Los Angeles International Airport (the "Airport") with the power to grant rights and privileges with respect thereto; and

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

WHEREAS, pursuant to the terms of the Lease and License Agreement, TBITEC may require, that parties desiring to use the Aeronautical Equipment execute an Equipment Access 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 and License Agreement; and

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

WHEREAS, Handler desires to use the Aeronautical Equipment for providing passenger and flight services (the "Handling Services", as defined below) to Air Carriers (as defined below) at TBIT, requiring Handler to access certain equipment operated and maintained by TBITEC pursuant to the Lease and License Agreement; and

WHEREAS, TBITEC desires to grant Handler access to and use of the Aeronautical Equipment for the purpose of providing the Handling Services to itself or other Air Carriers at TBIT;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, TBITEC and Handler 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 and License Agreement.

B. The following terms and phrases shall have the following meanings for purposes of this Equipment Access Agreement:

"Aeronautical Equipment" means the Aeronautical Equipment operated and maintained by TBITEC under the terms of the Lease and License Agreement, whether owned by City or TBITEC and used by Handler in performing the Handling 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.

"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 Access Agreement.

"Effective Date" means the date stated in the first paragraph of this Equipment Access Agreement.

"Event of Default" shall have the meaning given to it in Article X of this Equipment Access Agreement.

"Executive Director" means the Executive Director of Los Angeles World Airports.

"Handler" means a person or entity, that (i) has been licensed or otherwise authorized by City for the delivery of Handling Services at the Airport, (ii) has entered into an agreement with Air Carrier(s) to provide Handling Services at TBIT, and (iii) has entered into this Equipment Access Agreement with TBITEC.

"Handling Services" means those tasks to be performed by Handler 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.

"Lease and License Agreement" means that certain Lease and License Agreement dated as of _____, 2011, 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.

"Premises" means the space designated for the use of TBITEC under the Lease and License Agreement Agreement.

SECTION 1.02 - Interpretation

In this Equipment Access Agreement, unless otherwise expressly indicated:

- (a) the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this Equipment Access Agreement refer to this Equipment Access Agreement;
- (b) all Article and Section references, unless otherwise expressly indicated, are to Sections of this Equipment Access 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 Access 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 Access 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 Access 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 Access Agreement, provide Handler such access to the Aeronautical Equipment as may be reasonably necessary to Handler's performance of the Handling Services at TBIT.

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 Handler may access and use under this Equipment Access 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 Handler's access to and use of the Aeronautical Equipment; provided, however, that the limitation of Handler's access to and use of the Aeronautical Equipment shall not alone serve to terminate this Equipment Access Agreement. Handler's obligations hereto shall continue unless and until this Equipment Access 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 Handler 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.

SECTION 2.04 - Limitation of Liability

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

B. TBITEC shall not be liable for any damage to Handler's property or for any loss of revenue or for any neglect of Handler 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 Handler with respect to Airport property.

D. TBITEC shall not be responsible for the repair or replacement of any Aeronautical Equipment damaged by Handler, 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 Handler'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 Handler's use or operation of the Aeronautical Equipment, or resulting from any acts, omissions, willfully tortious conduct or neglect of Handler, its agents, or employees.

ARTICLE III

OBLIGATIONS OF HANDLER

SECTION 3.01 - Access

A. In connection with this Equipment Access Agreement, TBITEC agrees to permit Handler access to the Aeronautical Equipment for Handler's use as necessary to provide the Handling Services. Subject to all other terms and conditions of this Equipment Access Agreement, Handler shall have such non-exclusive easements and non-exclusive rights of way as are reasonably necessary for Handler's use and operation of the Aeronautical Equipment. Nothing in this Equipment Access Agreement, however,

shall convey to Handler any greater rights than those rights conveyed by City to TBITEC under the terms of the Lease and License Agreement.

B. Handler understands and agrees that TBITEC's grant of rights with respect to the Aeronautical Equipment as set forth in this Equipment Access 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) Handler'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. Handler 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, Handler 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 Access Agreement, including, without limitation, the indemnification provisions contained in this Equipment Access Agreement.

SECTION 3.02 - Use

A. While any Aeronautical Equipment is in Handler's possession and/or control, Handler shall maintain and use the Aeronautical Equipment in a safe and appropriate manner. Handler 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 Access Agreement is granted solely to the Handler, 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. Handler 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 Handler, its employees, agents, invitees or others doing business with it.

D. Handler 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. Handler 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 Access Agreement.

B. It shall be the sole responsibility of Handler 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 Handler 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. Handler expressly acknowledges its responsibility to provide security at the Airport in accordance with 14 CFR Part 107, "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. Handler expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 14 CFR Part 108, "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 Handler, or any individual employed by Handler, in the use of the Aeronautical Equipment of the performance of the Handling Services to which this Equipment Access 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, Handler 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. Handler 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 Handling Services at an airport comparable in size and magnitude to the Airport. In furtherance thereof, Handler 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 Access Agreement. In the event of a conflict between the foregoing standards, the more restrictive standards shall control.

B. The Handling Services and operations of Handler, 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 Handler.

C. Employees of Handler 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. Handler 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. Handler 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 Executive Director, with the concurrence of TBITEC.

F. Any property of Handler placed on or kept at TBITEC by virtue of this Equipment Access Agreement shall be removed by Handler on or before the revocation or termination of any permission hereby granted, whichever shall be earlier. If Handler shall fail to remove such property upon the

expiration, termination, or revocation of this Equipment Access Agreement, TBITEC may, at its option, as agent for Handler and at the sole risk and expense of Handler, 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 Handler 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 Handler upon demand.

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

H. Handler shall take every precaution at all times for the protection of persons and property at the Airport. Handler 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 Handling Services.

I. If Handler 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 Handler for the costs of implementing such a program. However, the failure of TBITEC to take any such action shall not relieve Handler of any of its obligations hereunder.

J. Handler shall be solely responsible for all accidents, damages 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 Handler's use or operation the Aeronautical Equipment, or resulting from the carelessness, negligence or improper conduct of Handler, or any of its agents or employees. Handler 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 Handling Services at TBIT, and provide to TBITEC a written accident report within twenty-four (24) hours of such occurrence.

ARTICLE IV

TERM

SECTION 4.01 - Term of Agreement

A. This Equipment Access Agreement shall commence on _____ ("Effective Date") and will continue for one year thereafter, unless terminated earlier by TBITEC pursuant to Article V.

B. This Equipment Access Agreement shall be automatically renewed for subsequent one year terms if TBITEC does not provide notice of termination of this Equipment Access Agreement, pursuant to Article V, or notice of non-renewal of this Equipment Access Agreement no less than sixty (60) days prior to the last date of any one year term, pursuant to this Section 4.01.

ARTICLE V

TERMINATION

SECTION 5.01 - Termination

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

1. Handler ceases to operate at the Airport, or
2. An event of default has occurred in accordance with Article X herein.

B. The termination of this Equipment Access Agreement shall not relieve Handler of any of its obligations arising out of its acts or omissions during the term of this Equipment Access Agreement.

ARTICLE VI

SECTION 6.01 - Invoicing and Payment

A. TBITEC will maintain records related to amounts due from the Handler as a result of its access to and use of the Aeronautical Equipment.

B. Handler will be responsible for all costs associated with:

1. Damage, repairs and losses
2. Any other amounts payable under this Equipment Access Agreement

C. TBITEC will submit an invoice to the Handler for amounts due under this Equipment Access Agreement by the 10th working day of each month.

D. Handler shall remit payment of amounts due to TBITEC by the last working day of the month. Handler 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.

ARTICLE VII

CONFIDENTIALITY

SECTION 7.01 - Confidentiality

A. All of the reports, information, or data, prepared or assembled by or provided to Handler under this Equipment Access Agreement are confidential and Handler 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. Handler 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 Handling Services by Handler, 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. Handler 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 Access Agreement, disseminate any information regarding this Equipment Access Agreement or the Aeronautical Equipment without the prior written consent of TBITEC and the City. In the event Handler 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 Handler, Handler 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 Handler 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. Handler acknowledges the responsibility delegated to TBITEC by City under the terms of the Lease and License Agreement, and as such acknowledges that TBITEC may be required to release a portion or all of the information it receives from Handler to City, or to other parties at City's direction. Handler 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. Handler 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. Handler 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 Handler's access to or use of the Aeronautical Equipment or performance of Handling 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 Handler 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 Handler or anyone for whose acts Handler may be liable, the indemnification obligation of Handler 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 Handler under worker's compensation acts, disability benefit acts, or other employee benefit acts. Handler'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 Handler 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 Handler for which TBITEC, or City is claiming indemnification hereunder.

C. Handler shall incorporate into all contracts or subcontracts of any tier related to the Handler's operations under this Equipment Access 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 ACCESS AGREEMENT.

SECTION 8.02 - Insurance

A. Handler 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 Handling Services or operations under this Equipment Access Agreement, whether performed by Handler or by its contractors or subcontractors of any tier. The obligation to maintain insurance is a material term of this Equipment Access Agreement. Failure to carry or keep such insurance in force will constitute a default under the terms of this Equipment Access Agreement, and an automatic loss of the right to use the Aeronautical Equipment without need of any notice.

B. Handler 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 Handler 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.

D. Handler 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 Handling 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. Handler agrees that any insurance protection furnished hereunder shall in no way limit Handler's responsibility to indemnify and save harmless TBITEC or City under this Equipment Access Agreement.

ARTICLE IX

COMPLIANCE WITH ALL LAWS

SECTION 9.01 - Compliance with Laws

Handler 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

Handler utilizes the Aeronautical Equipment during the term of this Equipment Access Agreement. Provision(s) required by law, ordinance, rules, regulations or executive orders to be inserted in this Equipment Access Agreement will be deemed inserted whether or not they appear in this Equipment Access Agreement, or upon application by either party, this Equipment Access 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 Access Agreement.

SECTION 9.02 - Environmental Laws

A. It will be the responsibility of Handler to be aware of and to conduct all Handling 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. Handler, 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 Handler 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 TBIT, Handler 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 TBIT used by Handler to confirm that Handler is using the Aeronautical Equipment and TBIT in accordance with Environmental Laws. Handler, at the request of TBITEC and at Handler's expense, shall conduct such testing and analysis as is necessary to ascertain whether Handler is using the Aeronautical Equipment and TBIT in compliance with all Environmental Laws. Any such tests shall be conducted by qualified independent experts chosen by Handler and subject to TBITEC's reasonable approval. Copies of reports from any such testing shall be provided by Handler to TBITEC.

D. If Handler fails to comply with any applicable Environmental Laws, TBITEC may take necessary measures to insure compliance with Environmental Laws at Handler's expense.

E. In the event of a Release or threatened Release of Hazardous Materials to the environment relating to or arising out of Handler's use of the Aeronautical Equipment or occupancy of TBIT, or in the event any claim, demand, action or notice is made against Handler regarding Handler's failure or alleged failure to comply with any Environmental Laws, Handler 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. Handler 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 Handler from contesting in good faith any rule or regulation of the Airport, without being considered in default of this Equipment Access Agreement so long as such contest is diligently commenced and prosecuted by Handler.

ARTICLE X

DEFAULT

SECTION 10.01 - Events of Default

The following will constitute events of default:

- A. The failure by Handler to pay any charges required to be paid hereunder at the times specified herein;
- B. Any material misrepresentation made by Handler to TBITEC;
- C. The failure of Handler to observe and perform any covenant, condition, agreement or other obligation under this Equipment Access 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 Handler within the applicable period and diligently pursued until the failure is corrected;
- D. The admission by Handler of insolvency, bankruptcy or the inability of Handler 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 Handler incapable of performing the Handling 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 Handler's agreement for Handling Services with Air Carrier(s) operating at TBIT;
- F. Pursuant to Section 3.03 of this Equipment Access Agreement, the termination, for whatever reason, of any license, permit or other qualification required of Handler to perform Handling Services at Airport.
- G. Failure to keep or carry insurance in force as required by this Equipment Access 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 Handler in default of this Equipment Access Agreement. TBITEC will notify Handler 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 Handler. 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 Access Agreement and exclude Handler 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. Handler 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 Access 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 Access Agreement shall not constitute a waiver thereof or on the right to insist on such performance.

ARTICLE XII

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 Access Agreement.

SECTION 11.02 - Representatives

Handler shall designate and identify at the time of execution of this Equipment Access Agreement its named representative who shall constitute the point of receipt for all communications relating to this Equipment Access Agreement unless otherwise provided for herein. For purposes of this Equipment Access Agreement, the Consortium Manager or its successor shall represent TBITEC in all matters relating to this Equipment Access Agreement and shall constitute the point of receipt of all communications, unless expressly specified otherwise by TBITEC. In all provisions of this Equipment Access 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 Access Agreement, any notice, demand, or other correspondence given under this Equipment Access 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, or by facsimile to:

TBITEC:
Tom Bradley International Terminal Equipment Company
380 World Way Box S-18
Los Angeles, CA 90045
Facsimile No. 310-646-9602

HANDLER:
Company Name

Address
City, State Zip
Facsimile No.

or to such other address as either TBITEC or Handler 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, or upon the date on which the facsimile copy is transmitted, provided, that such transmission is received on a business day between the hours of 8:00 a.m. and 5:00 p.m., and if not so received, then as of 8:00 a.m. on the next business day.

SECTION 11.04 - Successors and Assigns

Each and all of the conditions and covenants of this Equipment Access Agreement shall extend to and bind and inure to the benefit of TBITEC and Handler, and the legal representatives, successors and assigns of either or both of them.

SECTION 11.05 - Sublicensing and Assignment by TBITEC

Handler shall not assign, transfer or encumber its interest in this Equipment Access 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 Handler from the timely payment of all sums due under this Equipment Access Agreement.

SECTION 11.07 - Suspension

If City's operation of Airport or TBITEC's or Handler'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 Access Agreement. The provisions of this Section shall not operate to excuse Handler from the timely payment of all sums due under this Equipment Access Agreement.

SECTION 11.08 - Utilities; Waiver of Damages

Handler hereby expressly waives any and all claims for damages arising or resulting from failures or interruptions of utility Handling 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 Handler or any of its employees, agents, contractors and subcontractors of any tier, nor will anything contained in this Equipment Access 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 Access Agreement. Nothing contained herein shall be construed as creating an agency relationship between TBITEC and Handler. Handler 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 Handler in the conduct of Handler's business or a member of a joint enterprise with Handler, and does not assume any responsibility for Handler's conduct or performance of this Equipment Access Agreement.

SECTION 11.11 - Attorneys' Fees

In the event that Handler or TBITEC fails to perform any of its obligations under this Equipment Access Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Equipment Access 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 Access 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 Access Agreement, nor shall it effect any provision of this Equipment Access 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 Access 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 Access 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 Access Agreement unenforceable.

SECTION 11.15 - Amendments

This Equipment Access 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 Handler.

SECTION 11.16 - Execution in Counterparts

This Equipment Access 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 Access Agreement on the dates provided below.

Tom Bradley International Terminal Equipment
Company, Inc.

Handler

By: _____

By: _____

Name: _____

Name: _____

Title: _____

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.

EXHIBIT H

TOM BRADLEY INTERNATIONAL TERMINAL EQUIPMENT COMPANY, INC.
EQUIPMENT ACCESS AGREEMENT

This Equipment Access Agreement is made and entered into as of _____, by and between Tom Bradley International Terminal Equipment Company, Inc., a California non-profit mutual benefit corporation ("TBITEC") and _____, a _____, ("Handler").

WHEREAS, City (as defined below) owns and operates the Tom Bradley International Terminal ("TBIT"), at Los Angeles International Airport (the "Airport") with the power to grant rights and privileges with respect thereto; and

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

WHEREAS, pursuant to the terms of the Lease and License Agreement, TBITEC may require, that parties desiring to use the Aeronautical Equipment execute an Equipment Access 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 and License Agreement; and

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

WHEREAS, Handler desires to use the Aeronautical Equipment for providing passenger and flight services (the "Handling Services", as defined below) to Air Carriers (as defined below) at TBIT, requiring Handler to access certain equipment operated and maintained by TBITEC pursuant to the Lease and License Agreement; and

WHEREAS, TBITEC desires to grant Handler access to and use of the Aeronautical Equipment for the purpose of providing the Handling Services to itself or other Air Carriers at TBIT;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, TBITEC and Handler 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 and License Agreement.

B. The following terms and phrases shall have the following meanings for purposes of this Equipment Access Agreement:

"Aeronautical Equipment" means the Aeronautical Equipment operated and maintained by TBITEC under the terms of the Lease and License Agreement, whether owned by City or TBITEC and used by Handler in performing the Handling 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.

"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 Access Agreement.

"Effective Date" means the date stated in the first paragraph of this Equipment Access Agreement.

"Event of Default" shall have the meaning given to it in Article X of this Equipment Access Agreement.

"Executive Director" means the Executive Director of Los Angeles World Airports.

"Handler" means a person or entity, that (i) has been licensed or otherwise authorized by City for the delivery of Handling Services at the Airport, (ii) has entered into an agreement with Air Carrier(s) to provide Handling Services at TBIT, and (iii) has entered into this Equipment Access Agreement with TBITEC.

"Handling Services" means those tasks to be performed by Handler 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.

"Lease and License Agreement" means that certain Lease and License Agreement dated as of _____, 2011, 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.

"Premises" means the space designated for the use of TBITEC under the Lease and License Agreement Agreement.

SECTION 1.02 - Interpretation

In this Equipment Access Agreement, unless otherwise expressly indicated:

- (a) the terms “hereby”, “herein”, “hereof”, “hereto”, “hereunder” and any similar terms used in this Equipment Access Agreement refer to this Equipment Access Agreement;
- (b) all Article and Section references, unless otherwise expressly indicated, are to Sections of this Equipment Access 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 Access 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 Access 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 Access 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 Access Agreement, provide Handler such access to the Aeronautical Equipment as may be reasonably necessary to Handler's performance of the Handling Services at TBIT.

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 Handler may access and use under this Equipment Access 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 Handler's access to and use of the Aeronautical Equipment; provided, however, that the limitation of Handler's access to and use of the Aeronautical Equipment shall not alone serve to terminate this Equipment Access Agreement. Handler's obligations hereto shall continue unless and until this Equipment Access 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 Handler 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.

SECTION 2.04 - Limitation of Liability

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

B. TBITEC shall not be liable for any damage to Handler's property or for any loss of revenue or for any neglect of Handler 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 Handler with respect to Airport property.

D. TBITEC shall not be responsible for the repair or replacement of any Aeronautical Equipment damaged by Handler, 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 Handler'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 Handler's use or operation of the Aeronautical Equipment, or resulting from any acts, omissions, willfully tortious conduct or neglect of Handler, its agents, or employees.

ARTICLE III

OBLIGATIONS OF HANDLER

SECTION 3.01 - Access

A. In connection with this Equipment Access Agreement, TBITEC agrees to permit Handler access to the Aeronautical Equipment for Handler's use as necessary to provide the Handling Services. Subject to all other terms and conditions of this Equipment Access Agreement, Handler shall have such non-exclusive easements and non-exclusive rights of way as are reasonably necessary for Handler's use and operation of the Aeronautical Equipment. Nothing in this Equipment Access Agreement, however,

shall convey to Handler any greater rights than those rights conveyed by City to TBITEC under the terms of the Lease and License Agreement.

B. Handler understands and agrees that TBITEC's grant of rights with respect to the Aeronautical Equipment as set forth in this Equipment Access 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) Handler'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. Handler 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, Handler 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 Access Agreement, including, without limitation, the indemnification provisions contained in this Equipment Access Agreement.

SECTION 3.02 - Use

A. While any Aeronautical Equipment is in Handler's possession and/or control, Handler shall maintain and use the Aeronautical Equipment in a safe and appropriate manner. Handler 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 Access Agreement is granted solely to the Handler, 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. Handler 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 Handler, its employees, agents, invitees or others doing business with it.

D. Handler 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. Handler 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 Access Agreement.

B. It shall be the sole responsibility of Handler 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 Handler 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. Handler expressly acknowledges its responsibility to provide security at the Airport in accordance with 14 CFR Part 107, "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. Handler expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 14 CFR Part 108, "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 Handler, or any individual employed by Handler, in the use of the Aeronautical Equipment of the performance of the Handling Services to which this Equipment Access 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, Handler 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. Handler 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 Handling Services at an airport comparable in size and magnitude to the Airport. In furtherance thereof, Handler 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 Access Agreement. In the event of a conflict between the foregoing standards, the more restrictive standards shall control.

B. The Handling Services and operations of Handler, 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 Handler.

C. Employees of Handler 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. Handler 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. Handler 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 Executive Director, with the concurrence of TBITEC.

F. Any property of Handler placed on or kept at TBIT by virtue of this Equipment Access Agreement shall be removed by Handler on or before the revocation or termination of any permission hereby granted, whichever shall be earlier. If Handler shall fail to remove such property upon the

expiration, termination, or revocation of this Equipment Access Agreement, TBITEC may, at its option, as agent for Handler and at the sole risk and expense of Handler, 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 Handler 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 Handler upon demand.

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

H. Handler shall take every precaution at all times for the protection of persons and property at the Airport. Handler 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 Handling Services.

I. If Handler 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 Handler for the costs of implementing such a program. However, the failure of TBITEC to take any such action shall not relieve Handler of any of its obligations hereunder.

J. Handler shall be solely responsible for all accidents, damages 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 Handler's use or operation the Aeronautical Equipment, or resulting from the carelessness, negligence or improper conduct of Handler, or any of its agents or employees. Handler 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 Handling Services at TBIT, and provide to TBITEC a written accident report within twenty-four (24) hours of such occurrence.

ARTICLE IV

TERM

SECTION 4.01 - Term of Agreement

A. This Equipment Access Agreement shall commence on _____ ("Effective Date") and will continue for one year thereafter, unless terminated earlier by TBITEC pursuant to Article V.

B. This Equipment Access Agreement shall be automatically renewed for subsequent one year terms if TBITEC does not provide notice of termination of this Equipment Access Agreement, pursuant to Article V, or notice of non-renewal of this Equipment Access Agreement no less than sixty (60) days prior to the last date of any one year term, pursuant to this Section 4.01.

ARTICLE V

TERMINATION

SECTION 5.01 - Termination

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

1. Handler ceases to operate at the Airport, or
2. An event of default has occurred in accordance with Article X herein.

B. The termination of this Equipment Access Agreement shall not relieve Handler of any of its obligations arising out of its acts or omissions during the term of this Equipment Access Agreement.

ARTICLE VI

SECTION 6.01 - Invoicing and Payment

A. TBITEC will maintain records related to amounts due from the Handler as a result of its access to and use of the Aeronautical Equipment.

B. Handler will be responsible for all costs associated with:

1. Damage, repairs and losses
2. Any other amounts payable under this Equipment Access Agreement

C. TBITEC will submit an invoice to the Handler for amounts due under this Equipment Access Agreement by the 10th working day of each month.

D. Handler shall remit payment of amounts due to TBITEC by the last working day of the month. Handler 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.

ARTICLE VII

CONFIDENTIALITY

SECTION 7.01 - Confidentiality

A. All of the reports, information, or data, prepared or assembled by or provided to Handler under this Equipment Access Agreement are confidential and Handler 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. Handler 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 Handling Services by Handler, 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. Handler 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 Access Agreement, disseminate any information regarding this Equipment Access Agreement or the Aeronautical Equipment without the prior written consent of TBITEC and the City. In the event Handler 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 Handler, Handler 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 Handler 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. Handler acknowledges the responsibility delegated to TBITEC by City under the terms of the Lease and License Agreement, and as such acknowledges that TBITEC may be required to release a portion or all of the information it receives from Handler to City, or to other parties at City's direction. Handler 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. Handler 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. Handler 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 Handler's access to or use of the Aeronautical Equipment or performance of Handling 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 Handler 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 Handler or anyone for whose acts Handler may be liable, the indemnification obligation of Handler 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 Handler under worker's compensation acts, disability benefit acts, or other employee benefit acts. Handler'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 Handler 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 Handler for which TBITEC, or City is claiming indemnification hereunder.

C. Handler shall incorporate into all contracts or subcontracts of any tier related to the Handler's operations under this Equipment Access 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 ACCESS AGREEMENT.

SECTION 8.02 - Insurance

A. Handler 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 Handling Services or operations under this Equipment Access Agreement, whether performed by Handler or by its contractors or subcontractors of any tier. The obligation to maintain insurance is a material term of this Equipment Access Agreement. Failure to carry or keep such insurance in force will constitute a default under the terms of this Equipment Access Agreement, and an automatic loss of the right to use the Aeronautical Equipment without need of any notice.

B. Handler 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 Handler 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.

D. Handler 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 Handling 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. Handler agrees that any insurance protection furnished hereunder shall in no way limit Handler's responsibility to indemnify and save harmless TBITEC or City under this Equipment Access Agreement.

ARTICLE IX

COMPLIANCE WITH ALL LAWS

SECTION 9.01 - Compliance with Laws

Handler 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

ARTICLE X

DEFAULT

SECTION 10.01 - Events of Default

The following will constitute events of default:

- A. The failure by Handler to pay any charges required to be paid hereunder at the times specified herein;
- B. Any material misrepresentation made by Handler to TBITEC;
- C. The failure of Handler to observe and perform any covenant, condition, agreement or other obligation under this Equipment Access 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 Handler within the applicable period and diligently pursued until the failure is corrected;
- D. The admission by Handler of insolvency, bankruptcy or the inability of Handler 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 Handler incapable of performing the Handling 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 Handler's agreement for Handling Services with Air Carrier(s) operating at TBIT;
- F. Pursuant to Section 3.03 of this Equipment Access Agreement, the termination, for whatever reason, of any license, permit or other qualification required of Handler to perform Handling Services at Airport.
- G. Failure to keep or carry insurance in force as required by this Equipment Access 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 Handler in default of this Equipment Access Agreement. TBITEC will notify Handler 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 Handler. 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 Access Agreement and exclude Handler from the access to and use of any or all of the Aeronautical Equipment;

Handler utilizes the Aeronautical Equipment during the term of this Equipment Access Agreement. Provision(s) required by law, ordinance, rules, regulations or executive orders to be inserted in this Equipment Access Agreement will be deemed inserted whether or not they appear in this Equipment Access Agreement, or upon application by either party, this Equipment Access 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 Access Agreement.

SECTION 9.02 - Environmental Laws

A. It will be the responsibility of Handler to be aware of and to conduct all Handling 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. Handler, 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 Handler 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 TBIT, Handler 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 TBIT used by Handler to confirm that Handler is using the Aeronautical Equipment and TBIT in accordance with Environmental Laws. Handler, at the request of TBITEC and at Handler's expense, shall conduct such testing and analysis as is necessary to ascertain whether Handler is using the Aeronautical Equipment and TBIT in compliance with all Environmental Laws. Any such tests shall be conducted by qualified independent experts chosen by Handler and subject to TBITEC's reasonable approval. Copies of reports from any such testing shall be provided by Handler to TBITEC.

D. If Handler fails to comply with any applicable Environmental Laws, TBITEC may take necessary measures to insure compliance with Environmental Laws at Handler's expense.

E. In the event of a Release or threatened Release of Hazardous Materials to the environment relating to or arising out of Handler's use of the Aeronautical Equipment or occupancy of TBIT, or in the event any claim, demand, action or notice is made against Handler regarding Handler's failure or alleged failure to comply with any Environmental Laws, Handler 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. Handler 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 Handler from contesting in good faith any rule or regulation of the Airport, without being considered in default of this Equipment Access Agreement so long as such contest is diligently commenced and prosecuted by Handler.

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

(iii) The right to money damages.

B. Handler 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 Access 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 Access Agreement shall not constitute a waiver thereof or on the right to insist on such performance.

ARTICLE XII

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 Access Agreement.

SECTION 11.02 - Representatives

Handler shall designate and identify at the time of execution of this Equipment Access Agreement its named representative who shall constitute the point of receipt for all communications relating to this Equipment Access Agreement unless otherwise provided for herein. For purposes of this Equipment Access Agreement, the Consortium Manager or its successor shall represent TBITEC in all matters relating to this Equipment Access Agreement and shall constitute the point of receipt of all communications, unless expressly specified otherwise by TBITEC. In all provisions of this Equipment Access 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 Access Agreement, any notice, demand, or other correspondence given under this Equipment Access 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, or by facsimile to:

TBITEC:
Tom Bradley International Terminal Equipment Company
380 World Way Box S-18
Los Angeles, CA 90045
Facsimile No. 310-646-9602

HANDLER:
Company Name

Address
City, State Zip
Facsimile No.

or to such other address as either TBITEC or Handler 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, or upon the date on which the facsimile copy is transmitted, provided, that such transmission is received on a business day between the hours of 8:00 a.m. and 5:00 p.m., and if not so received, then as of 8:00 a.m. on the next business day.

SECTION 11.04 - Successors and Assigns

Each and all of the conditions and covenants of this Equipment Access Agreement shall extend to and bind and inure to the benefit of TBITEC and Handler, and the legal representatives, successors and assigns of either or both of them.

SECTION 11.05 - Sublicensing and Assignment by TBITEC

Handler shall not assign, transfer or encumber its interest in this Equipment Access 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 Handler from the timely payment of all sums due under this Equipment Access Agreement.

SECTION 11.07 - Suspension

If City's operation of Airport or TBITEC's or Handler'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 Access Agreement. The provisions of this Section shall not operate to excuse Handler from the timely payment of all sums due under this Equipment Access Agreement.

SECTION 11.08 - Utilities; Waiver of Damages

Handler hereby expressly waives any and all claims for damages arising or resulting from failures or interruptions of utility Handling 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 Handler or any of its employees, agents, contractors and subcontractors of any tier, nor will anything contained in this Equipment Access 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 Access Agreement. Nothing contained herein shall be construed as creating an agency relationship between TBITEC and Handler. Handler 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 Handler in the conduct of Handler's business or a member of a joint enterprise with Handler, and does not assume any responsibility for Handler's conduct or performance of this Equipment Access Agreement.

SECTION 11.11 - Attorneys' Fees

In the event that Handler or TBITEC fails to perform any of its obligations under this Equipment Access Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Equipment Access 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 Access 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 Access Agreement, nor shall it effect any provision of this Equipment Access 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 Access 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 Access 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 Access Agreement unenforceable.

SECTION 11.15 - Amendments

This Equipment Access 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 Handler.

SECTION 11.16 - Execntion in Connterparts

This Equipment Access 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 Access Agreement on the dates provided below.

Tom Bradley International Terminal Equipment
Company, Inc.

Handler

By: _____

By: _____

Name: _____

Name: _____

Title: _____

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	\$10,000,000 CSL
including the following coverage:	
(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.

EXHIBIT J

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: City of Los Angeles Department of Airports and Tom Bradley International Terminal Equipment Company (TBITEC)

AGREEMENT / ACTIVITY: First Amendment to LAA-8600 with Tom Bradley International Terminal Equipment Company (TBITEC)

TERM: Ten years

DIVISION: Commercial Development Group

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.

LIMITS

(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 "Los Angeles World Airports"
 Blanket endorsements are unacceptable)

(X) Automobile Liability - covering owned, non-owned & hired auto **\$ 10,000,000 CSL**

(X) Aviation/Airport Liability, including the following coverage: **\$ 10,000,000 CSL**

OR

(X) Commercial General Liability/Airport Liability **\$ 10,000,000 CSL**
 (X) Premises and Operations
 (X) Contractual (Blanket/Schedule)
 (X) Independent Contractors
 (X) Products /Completed Operations
 (*) Hangarkeepers Legal Liab. (Required when aircraft ground handling services provided)
 (X) Personal Injury
 (X) Additional Insured Endorsement
 (Specifically naming "Los Angeles World Airports"
 Blanket endorsements are unacceptable)

(X) Property Insurance **Value of Improvements**
 90% Co-ins. () Actual Cash Value (X) Replacement Value () Agreed Amt.
 (X) Covering tenant improvements, w/waiver of subrogation
 (Department does not insure tenant improvements)
 (**) Covering building structure
 (X) All Risk Coverage's
 (X) Fire & Basic Causes of Loss Form, including sprinkler leakage
 (X) Vandalism and Malicious Mischief
 (X) Debris Removal

******* Coverage for Hazardous Substances Sudden Occurrence **\$ *****
Non-sudden Occurrence **\$ *****

****** Builder's Risk Insurance - (All Risk Coverage) **Value of Improvements**

Comments: * If exposure exists, coverage is required.
 ** Required if property or building ultimately revert to City.
 *** Must meet Federal and/or State requirements.

INSURANCE COMPANIES WHICH DO NOT HAVE A BEST RATING OF B OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY EXECUTIVE DIRECTOR.

Insurance

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees, and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor on Airport.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents, their successors and assigns.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airport where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director of the Department of Airport (hereinafter referred to as "Executive Director") based upon the nature of Contractor's operations and the type insurance involved.

City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as insureds, is not intended to, and shall not, make them, or any of them a partner or joint venture with Contractor in its operations at Airport.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by a broker's letter acceptable to the Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Executive Director. The documents evidencing all specific coverages shall be filed with City prior to Contractor occupying the premises hereunder. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by Executive Director, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Executive Director deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

City Held Harmless

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses

are caused by the City's sole negligence, willful misconduct or active negligence. Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Survival of Indemnities. The provisions of this City Held Harmless Section shall survive the termination of this Agreement.

Hazardous and Other Regulated Substances

(a) Contractor agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

(b) In the case of any hazardous substance spill, leak, discharge or improper storage on the premises or contamination of same by any person, Contractor agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any leakage, contamination or contaminated ground. In the case of any hazardous substance spill, leak, discharge or contamination by Contractor or its employees, servants, agents, contractors or subcontractors which affects other property of City or its tenants' property, Contractor agrees to make or cause to be made any necessary corrective actions to clean up and remove any spill, leakage or contamination to the satisfaction of Executive Director. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

(c) If Contractor installs or uses already installed underground storage tanks, pipelines or other improvements on the specified premises for the storage, distribution, use, treatment or disposal of any hazardous substances, Contractor agrees, upon the expiration and/or termination of this Consent, to remove and/or clean up, at the sole option of Executive Director, the above-referred to improvements. Said removal and/or clean-up shall be at Contractor's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state and local laws and regulations, as well as with the reasonable directions of Executive Director.

(d) Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up including all test results.

(e) This Section and the obligation therein shall survive the expiration or earlier termination of this Consent to Agreement.

Frequently Asked Questions about LAWA Insurance Requirements

RISK MANAGEMENT'S INSURANCE COMPLIANCE SECTION

1. **When should I comply with the Insurance Requirements?** The Risk Management Division's Insurance Compliance section is the first place to start if your proposal has been accepted or you have been awarded the bid. You cannot perform any work for the Department without approved evidence of insurance. Please be aware that if current evidence of insurance is not on file with the Insurance Compliance Section, invoices cannot be processed, badges cannot be issued and permits can not be processed.

OUR ACCOUNTING DIVISION HAS BEEN INSTRUCTED BY THE CITY CONTROLLER NOT TO PROCESS INVOICES UNLESS CURRENT EVIDENCE OF INSURANCE IS IN PLACE.

2. **What does LAWA consider as Acceptable Evidence of insurance?** Effective July 1, 2009, LAWA's Special Endorsement forms will no longer be accepted. The only evidence of insurance acceptable is either a Certificate of Insurance and/or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:
 - a. A copy of the Waiver of Subrogation Endorsement **specifically** naming Los Angeles World Airports on the schedule is required for Workers' Compensation. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
 - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) **specifically** naming Los Angeles World Airports on the schedule is required for General Liability. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
 - c. A legibly typed name of the Authorized Representative must accompany an **original wet ink** signature on the Certificate of Insurance and/or the True and Certified copy of the policy.
 - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to adding Los Angeles Worlds Airports as Additional Insured?** Yes, there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker.
4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized insurance representative for their review. You may also contact us at (424) 646-5480.
5. **Do I need to prepare more forms if I already have LAWA's evidence of insurance?** No. If you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. However, please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.
6. **What insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
7. **For how long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
8. **How long does it take LAWA to process my evidence of insurance?** It normally takes 3-5 working days to process insurance documents. Please submit your evidence of insurance documents to the Risk Management Division's Insurance Compliance Section as soon as you are awarded the contract.
9. **When should I complete the evidence of Insurance?** Do not spend any money to meet the insurance requirements until you awarded the contract by LAWA. Get an estimate or quote from your insurance agent or broker and factor that into the bid/proposal you are preparing. Enclose a statement, provided on your company letterhead, which states you have reviewed the insurance requirements and that you will provide the required evidence of insurance if you are awarded the contract.
10. **Where is the Risk Management Division's Insurance Compliance Section located?**
7301 World Way West, 2nd Floor,
LAWA's Administration West Building,
Los Angeles, CA 90045
(424) 646-5480
Public Counter Hours: 7:00 a.m. to 3:30 p.m. M-F

Do not forget to allow 3-5 working days for your request to be processed.

**GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE
TO THE CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS**

(FOR INFORMATION ONLY – DO NOT RETURN THIS PAGE TO THE CITY)

INSURED

1. To expedite completion of the insurance requirements, please give your insurance agent a broker a copy of the Insurance Requirements Sheet along with these instructions.
2. If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State consenting to self-insurance will meet the evidence requirements. *All other self-insurance has special requirements. Consult your City contact for details.*
3. All questions relating to insurance should be directed to the person or office responsible for your contract, lease, permit or other agreement.

INSURANCE AGENT OR BROKER

1. **Acceptable Evidence.** The appropriate Certificate of Insurance with endorsements is the preferred form of evidence. No modifications to the forms are permitted. Alternatively, true and certified copies of the full policy containing additional insured and 30-day cancellation notice language will be accepted subject to review by the Risk Manager. Verifications, Memoranda of Insurance and other non-binding documents submitted alone are not acceptable evidence of insurance.
2. **Multiple Policies.** More than one insurance policy may be required to comply with the insurance requirements. Please submit forms appropriate to your insured's agreement, contract, lease or permit. ACORD forms with appropriate endorsements may be used.
3. **Signature.** Please have an authorized representative of the insurance company manually sign all certificates. Signatures must be originals as the Risk Manager will not accept facsimile (rubber stamp, or photocopy, etc.) or initialed signatures.
4. **Underwriter.** The name and address of the insurance company underwriting the coverage must be noted on the endorsement form. In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percentage of participation.
5. **Document Reference.** Include reference of either the specific City agreement (bid, contract, lease, etc.) or indicate that all such agreements are covered.
6. **Coverage & Limits.** The coverages and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, a separate sheet may be attached to the certificate listing such scheduled locations, vehicles, etc., so covered.
7. **Excess Insurance.** Endorsements to excess policies will be required when primary insurance is insufficient to comply with the requirements.
8. **Additional Pages.** If there is insufficient space on the reverse side of the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., attach separate sheets and note this on the endorsement form.
9. **Person to contact.** Completed Certificates/Endorsements, correspondence and questions relating to the required insurance should be directed as follows:

RISK MANAGEMENT, INSURANCE COMPLIANCE
Los Angeles World Airports, 7301 World Way West, 2nd Floor, Los Angeles, CA 90045
10. **Technical Assistance.** Improperly completed Certificates/Endorsements will need to be resubmitted with corrections. For assistance, contact the Risk Management Office at (424) 646-5480, FAX (310) 215-5300.
11. **Delay in submitting properly completed Certificates/Endorsements may delay your insured's intended occupancy or operation.**

as any extraordinary or substantial expenditure whose object is to preserve, enhance or protect the Airport that, in accordance with generally accepted accounting principles consistently applied, is capitalized by LAWA.

"Common Use Areas," previously referred to as "Joint Use Areas" under the Tariff, shall mean the space in any Terminal designated by the Executive Director to be used in common by one or more Airlines or otherwise benefitting one or more Airlines for operations and include, without limitation, Common Use Holdrooms, Common Use Ticket Counters, Common Use Baggage Claim Areas and Common Use Outbound Baggage System Areas.

"Common Use Baggage Claim Areas" shall mean the space in any Terminal (excluding the FIS Areas) designated by the Executive Director to be used in common with other Airlines for the delivery of inbound baggage to arriving passengers, including the baggage recheck areas and the areas where Common Use Baggage Claim Systems are located.

"Common Use Baggage Claim System" shall mean equipment that delivers inbound baggage to arriving passengers.

"Common Use Holdrooms" shall mean the space in any Terminal designated by the Executive Director to be used in common with other Airlines for passenger holdrooms and gate areas.

"Common Use Loading Bridge" shall mean a passenger loading bridge and related equipment owned by LAWA.

"Common Use Outbound Baggage System" shall mean equipment that sorts outbound baggage for delivery to departing aircraft.

"Common Use Outbound Baggage System Areas" shall mean the space in any Terminal designated by the Executive Director to be used in common with other Airlines for the sorting of outbound baggage for delivery to departing aircraft and includes the areas where Common Use Outbound Baggage Systems are located.

"Common Use Ticket Counters" shall mean the space in any Terminal designated by the Executive Director to be used in common with other Airlines for ticket counters and associated queuing space.

"Deplaned Domestic Passengers" shall mean the actual number of passengers, not including the flight crew, disembarking from a domestic flight at the Terminals and shall include passengers clearing customs and immigration in the country that his or her flight originated from, disembarking from an international flight at the Terminals.

"Deplaned International Passengers" shall mean the actual number of passengers, not including the flight crew or passengers clearing customs and immigration in the country that his or her flight originated from, disembarking from an international flight at the Terminals.

"Enplaned Passengers" shall mean the actual number of passengers, not including the flight crew or international in-transit passengers, but including both originating and connecting passengers, embarking on a flight at the Terminals.

"Executive Director" shall mean the Executive Director of the Department of Airports of the City of Los Angeles, California, or his or her designee.

"Fiscal Year" shall mean the twelve (12) month period beginning July 1 of any year and ending June 30 of the following year or any other period adopted by LAWA for its financial affairs.

"FIS Areas," previously referred to as the "International Joint Use Areas" under the Tariff, shall mean the space in the Terminals designated by the Executive Director to be used in common with other Airlines for federal inspection services (including sterile corridors, customs areas, baggage service areas, customs baggage claim areas, cashier areas, interline baggage areas, immigration inspection areas, storage areas, locker areas, federal inspection service swing areas, conference room areas and registration areas), offices for federal agencies, restrooms included in or adjacent to the foregoing areas, transit lounge space and other in transit facilities for international passengers.

"New Rate Methodology" shall mean the rate methodology set forth in this document.

"Operations and Maintenance Expenses," previously referred to as "Terminal Expenses" under the Tariff, shall mean the total operations and maintenance expenses of the Airport.

"Passenger Facility Charges" or "PFC's" shall mean passenger facility charges remitted to LAWA under 49 U.S.C. § 40117 and 14 C.F.R. Part 158 as they may be amended from time to time.

"Person" shall mean a corporation, an association, a partnership, a limited liability company, an organization, a trust, a natural person, a government or political subdivision thereof or a governmental agency.

"Public Area" shall mean sidewalks, concourses, corridors, lobbies, passageways, restrooms, elevators, escalators and other similar space made available by LAWA from time to time for use by passengers, LAWA and Airline employees and other members of the public, as designated by the Executive Director.

"Rentable Area," previously referred to as "Measured Area" under the Tariff, shall mean any areas in the Terminals that are available for use by Airlines, other Aeronautical Users, concessionaires or LAWA or other governmental users on an exclusive, common or preferential use basis, as designated by the Executive Director. Rentable Area does not include any areas that are located outside the Terminals nor does Rentable Area include any space (such as security checkpoints) used by federal governmental agencies (such as Customs and Border Patrol or the Transportation Security Administration) or local law enforcement agencies to carry out their operations at the Airport.

"Reserve Deposits" shall mean the amounts deposited to funds and accounts for operations and maintenance reserves, to satisfy debt service reserve requirements, and similar expense reserves under the terms of any applicable bond covenants or as required by the Los Angeles City Charter.

"Terminals" shall mean all of the airline passenger terminals at the Airport except for Terminal 4 unless and until all Airlines using Terminal 4 are subject to the New Rate Methodology.

"Terminal Airline Support Systems" shall mean an information technology system, used to allocate terminal resources (gates, stands, ticket counters, baggage carousels, bag sortation piers, flight information displays, gate information displays, and public address systems) to assist Airlines with passenger processing.

"Turn" shall mean the active arrival and departure of an aircraft from a gate (including a remote gate) and may be measured in halves. The movement of an empty aircraft to or from a gate shall not constitute half a "Turn."

Section 2. Calculation of Rate and Charges for Airlines.

2.1. Generally.

2.1.1. An Airline using any space or equipment in the Terminals pursuant to the Tariff shall be subject to the rates and charges set forth in this Section 2. There are two kinds of rates and charges set forth in this Section: equalized charges for all of the Terminals (described in Sections 2.2 through 2.7 below) and Terminal Special Charges (described in Section 2.8 below), assessed for the use of certain space or equipment in certain Terminals, for the recovery of certain types of Capital Costs or Operations and Maintenance Expenses that are not incurred by LAWA in all of the Terminals and not recovered from the Airlines through the equalized rates and charges. In calculating the Terminal Buildings Requirement, the FIS Requirement and Terminal Special Charges, as set forth below, LAWA shall exclude any cost (net of the cost of collection) that (a) has been reimbursed or covered by government grants or PFC's, (b) has been reimbursed or covered by any insurance recovery, condemnation proceeds or other third-party payment, or (c) has been reimbursed or is required to be reimbursed to LAWA by an individual Airline under the Tariff in connection with projects undertaken by LAWA at the request and for the benefit of an individual Airline. Illustrative calculations displaying how rates and charges will be calculated under this methodology are attached as Exhibit A through Exhibit G-5.

2.1.2. Airline Consultations on Proposed Rates and Charges. No later than November 1 of each year, the Executive Director shall provide each Airline then currently using space at the Airport with a complete copy of the then proposed rates and charges, calculated in accordance with this Section 2, for the succeeding calendar year. The Executive Director shall, upon request by any such Airline,

consult with such Airlines concerning the then proposed rates and charges. No later than December 1 of each year, the Executive Director shall make any revisions to the proposed rates and charges as the Executive Director determines, in his or her sole discretion, to be warranted as a result of consultation with the Airlines or otherwise, and shall provide written notice to each Airline then currently using space at the Airport of new rates and charges to be effective on January 1 of the following calendar year. A copy of such written notice shall be filed with the secretary of the Board.

2.2. Calculation of the Terminal Buildings Rate. Each year LAWA shall calculate the estimated Terminal Buildings Rate for the next calendar year as follows:

2.2.1. The Terminal Buildings Requirement shall be computed as the total of (i) the Unified Capital Requirement and (ii) the Operations and Maintenance Requirement.

(a) Calculation of the Unified Capital Requirement. Each year LAWA shall calculate the Unified Capital Requirement by totaling all budgeted Capital Costs allocable to the Terminals (excluding the FIS Areas) for the following calendar year.

(b) Calculation of Operations and Maintenance Requirement. Each year LAWA shall calculate the Operations and Maintenance Requirement by totaling the actual Operations and Maintenance Expenses and Reserve Deposits (if any) allocable to the Terminals (excluding the FIS Areas) for the immediately preceding Fiscal Year.

The allocation method for Capital Costs and Operations and Maintenance Expenses is outlined in attached Appendix 1.

2.2.2. The estimated Terminal Buildings Rate shall then be calculated by dividing the Terminal Building Requirement by the estimated total amount of Rentable Area. LAWA may use the actual amount of Rentable Area in the immediately preceding Fiscal Year in calculating the estimated Terminal Buildings Rate.

2.3. Calculation of the FIS Rate. Each year LAWA shall calculate the estimated FIS Rate for the next calendar year as follows:

2.3.1. The estimated Gross FIS Requirement shall be computed as the total of (i) all budgeted Capital Costs allocable to the FIS Areas for the following calendar year and (ii) the actual Operations and Maintenance Expenses and Reserve Deposits (if any) allocable to the FIS Areas for the immediately preceding Fiscal Year.

2.3.2. From the estimated Gross FIS Requirement, LAWA shall deduct the amounts of any estimated revenue from the rental of space in the FIS Areas to governmental agencies to yield the Net FIS Requirement.

2.3.3. The estimated FIS Rate shall then be calculated by dividing the Net FIS Requirement by the estimated total annual number of Deplaned International Passengers. LAWA may use the actual number of Deplaned International Passengers in the immediately preceding Fiscal Year in calculating the estimated FIS Rate.

2.4. Calculation of Common Use Holdroom Rate. Each year LAWA shall calculate the estimated Common Use Holdroom Rate for the next calendar year as follows:

2.4.1. The estimated Holdroom Requirement shall be computed as the product of the Terminal Buildings Rate and the total square footage of all Common Use Holdrooms in the Terminals.

2.4.2. LAWA shall then calculate six separate Common Use Holdroom Rates for use of Common Use Holdrooms by the six different classes of aircraft shown in the table below.

Aircraft Class					
1	2	3	4	5	6
A380	747	A340 A330 B777 A350 MD-11 IL-96	B757-300 B767 B787	B717 A318 A319 A320 A321 MD (DC) All B737 757-200	All others having 100 seats or less

The charges for use of Common Use Holdrooms by aircraft within each of these classes shall bear the following relativities to each other:

Relative Charge per Turn

Class 1:	3.00x
Class 2:	2.00x
Class 3:	1.50x
Class 4:	1.25x
Class 5:	1.00x
Class 6:	0.75x

For rate-setting purposes, the charges per Turn for each of these six classes of aircraft will be calculated so that expected aggregate Common Use Holdroom charges equal the Common Use Holdroom Requirement.

2.4.3. New Types of Aircraft. If any Airline begins to serve the Airport with types of aircraft not shown in the table in Section 2.4.2, LAWA shall provide written notice ("New Aircraft Notice") to the AAAC to solicit a recommendation from the AAAC as to the proper classification of such new aircraft types for rate-setting purposes. If the AAAC wishes to make such a recommendation, it shall do so in writing within thirty (30) days following the New Aircraft Notice. LAWA shall consider any such recommendation and then, in its sole discretion, shall reasonably determine whether to (a) assign such new aircraft to a new class with a different specified relativity or (b) include it in one of the existing aircraft classes under Section 2.4.2. LAWA shall provide written notice to the AAAC of its determination of how such new aircraft will be classified for rate-setting purposes, and thereafter the calculations of relative charges per Turn under Section 2.4.2 shall reflect any such classification.

2.5. Calculation of Common Use Baggage Claim System Rate. Each year LAWA shall calculate the estimated Common Use Baggage Claim System Rate for the next calendar year as follows:

2.5.1. The estimated Common Use Baggage Claim Requirement shall be computed as the product of the Terminal Buildings Rate and the total square footage of all Common Use Baggage Claim Areas in the Terminals.

2.5.2. The estimated Common Use Baggage Claim System Rate shall then be calculated by dividing the Baggage Claim Requirement by the estimated total annual number of Deplaned Domestic Passengers of Airlines using Common Use Baggage Claim Systems in any of the Terminals. LAWA may use the actual number of Deplaned Domestic Passengers of Airlines using Common Use Baggage Claim Systems in the immediately preceding Fiscal Year in calculating the estimated Common Use Baggage Claim Rate.

2.6. Calculation of Common Use Outbound Baggage System Rate. Each year LAWA shall calculate the estimated Common Use Outbound Baggage System Rate for the next calendar year as follows:

2.6.1. The estimated Common Use Outbound Baggage System Requirement shall be computed as the product of the Terminal Buildings Rate and the total square footage of all Common Use Outbound Baggage System Areas in the Terminals, less any credit for revenue generated by fees imposed under Section 2.6.3.

2.6.2. The estimated Common Use Outbound Baggage System Rate shall then be calculated by dividing the estimated Common Use Outbound Baggage System Requirement by the estimated total annual number of Enplaned Passengers of Airlines using the Common Use Outbound Baggage System Areas in all of the Terminals. LAWA may use the actual number of Enplaned Passengers of Airlines using the Common Use Outbound Baggage System Areas in the immediately preceding Fiscal Year in calculating the estimated Outbound Baggage System Rate.

2.6.3. LAWA may also establish a reasonable fee to be charged to Airlines that use a portion of an outbound baggage system owned or leased by another Airline and pay a fee for such use to such other Airline and also use baggage make-up devices owned by LAWA. The revenue, if any, generated by such a fee shall be credited against the Common Use Outbound Baggage System Requirement calculated under Section 2.6.1.

2.7. Common Use Ticket Counter Rate. Each year LAWA shall calculate the estimated Common Use Ticket Counter Rate for all Terminals for the next calendar year as follows:

2.7.1. The estimated Common Use Ticket Counter Requirement shall be computed as the product of the Terminal Buildings Rate and the total square footage of all of the Common Use Ticket Counter space in the Terminals.

2.7.2. The estimated Common Use Ticket Counter Rate shall then be calculated by dividing the Common Use Ticket Counter Requirement by the estimated total annual number of Enplaned Passengers of Airlines using Common Use Ticket Counters. LAWA may use the actual number of Enplaned Passengers in the immediately preceding Fiscal Year in calculating the estimated Common Use Ticket Counter Rate.

2.8. Terminal Special Charges. There are certain equipment and services that LAWA provides in some, but not all of the Terminals. Airlines using such equipment or services in certain Terminals pursuant to the Tariff shall be subject to Terminal Special Charges as follows. Any Capital Costs or Operations and Maintenance Expenses that are included in the calculations of Terminal Special Charges shall be excluded from the rates and charges calculated under Sections 2.2 through 2.7.

2.8.1. Custodial Rates. Each year LAWA shall calculate estimated Custodial Rates for the next calendar year as follows:

2.8.1.1. The Custodial Requirement shall be calculated by totaling the following from the immediately preceding Fiscal Year:

- (a) the total actual payments by LAWA under service contracts for janitorial and cleaning services in all Terminals; and
- (b) the total actual cost to LAWA of providing its own janitorial and cleaning services in all Terminals.

2.8.1.2. The Custodial Requirement shall then be divided by the total square footage of all areas (whether Public Areas or Rental Areas) for which LAWA provides janitorial and cleaning services to derive the Average Custodial Rate. LAWA shall then calculate four separate Custodial Rates for use of Common Use Holdrooms, Common Use Ticket Counters, Outbound Baggage System Areas and Baggage Claim Areas, respectively, by (x) multiplying the total square footage of each such type of space in all Terminals by the Average Custodial Rate and then (y) dividing by the following factors:

- (a) for Common Use Holdrooms, Enplaned Passengers;
- (b) for Common Use Ticket Counters, Enplaned Passengers;
- (c) for Common Use Outbound Baggage System Areas, Enplaned Passengers; and
- (d) for Common Use Baggage Claim Areas, the total of Deplaned Domestic Passengers.

In making these calculations, LAWA shall only consider the numbers of passengers using the Common Use facilities that are the subject of these Terminal Specific Charges and may use the actual numbers of such passengers in the immediately preceding Fiscal Year in calculating these rates.

2.8.2. Outbound Baggage System Maintenance Rate. Each year LAWA shall calculate the estimated Outbound Baggage System Maintenance Rate for the next calendar year as follows:

2.8.2.1. The Outbound Baggage System Maintenance Requirement shall be calculated by totaling the following actual amounts from the previous Fiscal Year:

(a) the total actual payments by LAWA under service contracts for maintaining and repairing Common Use Outbound Baggage Systems in all Terminals; and

(b) the total actual cost to LAWA of maintenance and repair of the Common Use Outbound Baggage Systems in all Terminals.

2.8.2.2. The estimated Outbound Baggage System Maintenance Rate shall then be calculated by dividing the Outbound Baggage System Maintenance Requirement by the estimated total annual number of Enplaned Passengers of Airlines using the Common Use Outbound Baggage System in Terminals in which LAWA maintains and repairs the Common Use Outbound Baggage Systems. LAWA may use the actual numbers of such passengers in the immediately preceding Fiscal Year in calculating the estimated Outbound Baggage System Maintenance Rate.

2.8.3. Terminal Airline Support System Rate. Each year LAWA shall calculate the estimated Terminal Airline Support System Rate for the next calendar year as follows:

2.8.3.1. The estimated Terminal Airline Support System Requirement shall be calculated by totaling (a) the prior Fiscal Year's Operations and Maintenance Expenses allocable to the Airline Support System and (b) all budgeted Capital Costs allocable to the Airline Support System and to be paid by LAWA for the next calendar year.

2.8.3.2. The estimated Terminal Airline Support System Rate shall then be calculated by dividing the estimated Terminal Airline Support System Requirement by the estimated total annual number of Enplaned Passengers of Airlines using the Terminal Airline Support System. LAWA may use the actual number of Enplaned Passengers of Airlines using the Terminal Airline Support System in the immediately preceding Fiscal Year in calculating the estimated Terminal Airline Support System Rate.

2.8.4. Common Use Loading Bridge Rate. Each year LAWA shall calculate the estimated Common Use Loading Bridge Capital Rate and the Common Use Loading Bridge O&M Rate for the use of Loading Bridges for the next calendar year as follows:

2.8.4.1. The Average Common Use Loading Bridge Capital Requirement shall be calculated by dividing all budgeted Capital Costs allocable to Common Use Loading Bridges for the following calendar year by the total number of Common Use Loading Bridges.

2.8.4.2. The Average Common Use Loading Bridge O&M Requirement for Common Use Loading Bridges maintained by LAWA shall be calculated by dividing the prior Fiscal Year's Operations and Maintenance Expenses allocable to such Common Use Loading Bridges by the total number of Common Use Loading Bridges maintained by LAWA.

2.8.4.3. The estimated Common Use Loading Bridge Capital Rate shall be calculated by multiplying the Average Common Use Loading Bridge Capital Requirement by the total number of Common Use Loading Bridges and then dividing by the total annual number of Turns at all of the Common Use Loading Bridges, so that the capital charges for use of the Common Use Loading Bridges by each type of aircraft shall bear the relativities to each other set forth in Section 2.4.2. LAWA may use the actual number of Turns at Common Use Loading Bridges in the immediately preceding Fiscal Year in calculating the estimated Common Use Loading Bridge Capital Rate.

2.8.4.4. The estimated Common Use Loading Bridge O&M Rate for Common Use Loading Bridges maintained by LAWA shall be calculated by multiplying the Average Common Use Loading Bridge O&M Requirement by the total number of such Common Use Loading Bridges and then dividing by the total annual number of Turns at all such Common Use Loading Bridges, so that the maintenance charges for use of such Common Use Loading Bridges by each type of aircraft shall bear the relativities to each other set forth in Section 2.4.2. LAWA may use the actual number of Turns at such Common Use Loading Bridges in the immediately preceding Fiscal Year in calculating the estimated Common Use Loading Bridge O&M Rate.

2.8.5. Future Terminal Special Charges. The Executive Director, subject to Board approval, may impose additional Terminal Special Charges in similar circumstances, where LAWA is providing certain specified services or equipment in some, but not all of the Terminals; provided, however, that any such services or equipment were first provided by LAWA after December 31, 2012. LAWA shall notify and consult with the Airlines concerning any proposed new Terminal Special Charges at least 60 days before LAWA submits any proposed new Terminal Special Charges for approval by the Board.

2.9. Mid-year Adjustments. If it appears to LAWA, on the basis of information it is able to accumulate during the course of any calendar year, that the estimated expenses (excluding Operations and Maintenance Expenses and the costs referred to in Sections 2.8.1.1 and 2.8.2.1) or projected levels of Airline activity it has used to calculate the rates and charges set forth in Section 2 are likely to vary significantly (higher or lower) from actual results, LAWA may make adjustments to such rates and charges at mid-year or at such other time during the calendar year (a) as the need for such an adjustment becomes apparent to LAWA or (b) the variance between the estimated expenses or projected levels of Airline activity and actual results is expected to be ten percent (10%) or more. LAWA shall provide the AAAC with at least thirty (30) days advance written notice ("Mid-Year Adjustment Notice") of any adjustments to be made under this Section 2.9. The AAAC may, within fifteen (15) days of receipt of the Mid-Year Adjustment Notice, request a meeting with LAWA to review the information that LAWA used as the basis for an adjustment under this Section 2.9 and if the AAAC does so, LAWA shall meet with the AAAC within fifteen (15) days of the AAAC's request.

2.10. Annual Adjustments-to-Actual. Within 180 days after the close of each calendar year, LAWA shall recalculate the rates and charges as set forth in this Section 2 on the basis of actual expenses (excluding Operations and Maintenance Expenses and the costs referred to in Sections 2.8.1.1 and 2.8.2.1), Airline activity and other factors affecting the prescribed calculations and shall determine the amount of any overpayment (credit) or underpayment (deficit) due to or from each Airline. Any resulting credit will be issued to the Airline, and any resulting debit will be invoiced to and payable by the Airline, as prescribed in the Tariff.

Section 3. Calculation of Rates and Charges for Aeronautical Users other than Airlines. An Aeronautical User using any space in the Terminals pursuant to the Tariff shall be subject to the Terminal Buildings Charge described in Section 2.2.

Appendix 1

Cost Allocation Method

(1) *Description of Cost Centers.* Cost centers at the Airport are those functions or physically discrete areas that are used to account for costs incurred by LAWA to own (or otherwise provide), maintain, operate, construct, develop, and administer the Airport. There are two types of cost centers used to account for costs at the Airport: (a) direct cost centers, which are each related to a defined physical area of the Airport that serves a particular function, and (b) indirect cost centers, which are related to service functions that support the direct cost centers. The following are the direct and indirect cost centers used to account for both capital costs and operations and maintenance expenses at the Airport:

Direct Cost Centers

Terminals - the Terminals cost center comprises the land and all passenger terminal buildings and other related and appurtenant facilities, whether owned, operated, or maintained by LAWA. Facilities include the passenger terminal buildings located in the central terminal area, passenger terminal buildings located outside the central terminal area, associated concourses, holdrooms, passenger tunnels, and all other facilities that are a part of the passenger terminal buildings.

Airfield - the Airfield cost center comprises those portions of the Airport (excluding the aircraft aprons associated with the terminal, general aviation, cargo, and aircraft maintenance facilities) providing for the landing, taking off, and taxiing of aircraft, including approach and turning zones, clear zones, navigation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, and other appurtenances related to the aeronautical use of the Airport, including any property acquired for noise mitigation purposes.

Apron - the Apron cost center comprises the land and paved areas primarily adjacent to passenger terminal buildings, but also includes remote parking areas that provide for the parking, loading, and unloading of passenger aircraft. The Apron cost center does not include aprons associated with general aviation, cargo, or aircraft maintenance facilities.

Aviation - the Aviation cost center comprises the land and facilities related to air cargo, general aviation, fixed-base operations, aircraft fueling, aircraft maintenance, in-flight catering, and other aviation-related services.

Commercial - the Commercial cost center comprises the land and facilities not located in the Terminal cost centers and that are provided for nonaeronautical commercial and industrial activities, including public automobile parking, car rental service centers, golf courses, the Theme Building, and the Proud Bird restaurant.

Indirect Cost Centers

Access – the Access cost center includes the costs of facilities and services for on-Airport and off-Airport ground access for vehicles and pedestrians, including airside and landside access, and Airport access generally. It also includes the costs of increasing, preserving, or managing the capacity of the Airport's access facilities.

General Administration – the General Administration cost center includes the general administrative and support costs related to providing, maintaining, operating, and administering the Airport that cannot be directly allocated to other cost centers.

(2) *Allocation Methods.* Expenses directly attributable to the Terminals, and indirect Administrative and Access cost center expenses are allocated to the Terminals as follows:

- (i) Wherever possible, expenses directly attributable to the Terminals are allocated to the Terminals.
- (ii) Expenses attributable to Airport administrative divisions are allocated to the Terminals cost center based on its proportion of total direct expenses.
- (iii) Expenses directly allocated to the Access cost center are allocated to the Terminals cost center and all other direct cost centers on the basis of the ratio of land area by cost center.

Exhibit A

TERMINAL BUILDINGS RATE
Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

		<u>Hypothetical Year</u>
Unified Capital Requirement (a)		
Gross debt service		\$83,400,000
Less: PFC revenues		<u>(52,600,000)</u>
Debt service		\$30,900,000
Debt service coverage		7,700,000
Amortization		<u>30,800,000</u>
Unified Capital Requirement	[A]	\$69,400,000
Operations and Maintenance Requirement (b)	[B]	221,700,000
Less: Terminal 4 cost requirement	[C]	<u>(33,950,000)</u>
Terminal Buildings Requirement	[D=A+B+C]	\$257,150,000
Divided by: Rentable Area (c)	[E]	<u>2,070,000</u>
Terminal Buildings Rate (per square foot)	[=D/E]	<u><u><u>\$124.23</u></u></u>

Note: The results shown above are not projections.

- (a) See Section 2.2.1(a) of the New Rate Methodology.
- (b) See Section 2.2.1(b) of the New Rate Methodology.
- (c) See Section 1 of the New Rate Methodology.

Exhibit B

FIS RATE

Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

		Hypothetical Year
Capital Costs		
Gross debt service		\$36,400,000
Less: PFC revenues		(9,400,000)
Debt service		\$27,100,000
Debt service coverage		6,800,000
Amortization		2,800,000
Capital Costs	[A]	\$36,700,000
Operations and Maintenance Expenses	[B]	39,700,000
Gross FIS Requirement	[C=A+B]	\$76,400,000
Less: Rental revenue of space in FIS Areas from governmental agencies	[D]	(100,000)
Net FIS Requirement (a)	[E=C+D]	\$76,300,000
Divided by: Deplaned International Passengers (b)	[F]	7,300,000
FIS Rate (per deplaned international passenger)	[E/F]	\$10.45

Note: The results shown above are not projections.

(a) See Section 2.3 of the New Rate Methodology.

(b) See Section 1 of the New Rate Methodology.

Exhibit C

COMMON USE HOLDROOM RATE
Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

	Hypothetical
	Year
Terminal Buildings Rate (a)	\$124.23
Times: Common Use Holdroom Space (square feet)	268,000
Holdroom Requirement (b)	\$33,300,000
Divided by: Estimated Turns (weighted by aircraft class) (c)	117,300
Common Use Holdroom Rate (per full turn)	\$283.89
	=====

Common Use Holdroom Rates (per full turn) (by aircraft class): (c)

	Common Use	Relative charge	Weighted
Class	Holdroom Rate	per turn	Common Use
	[A]	[B]	[A*B]
1	\$283.89	3.00	\$851.67
2	\$283.89	2.00	\$567.78
3	\$283.89	1.50	\$425.84
4	\$283.89	1.25	\$354.86
5	\$283.89	1.00	\$283.89
6	\$283.89	0.75	\$212.92

Note: The results shown above are not projections.

(a) See illustrative Exhibit A.

(b) See Section 2.4.1 of the New Rate Methodology.

(c) See Section 2.4.2 of the New Rate Methodology.

Expected use of Common Use Holdrooms (by aircraft class)

Class	Illustrative turns	Relative charge	Illustrative turns
		per turn	(weighted)
1	1,500	3.00	4,500
2	6,000	2.00	12,000
3	14,800	1.50	22,200
4	1,100	1.25	1,400
5	74,500	1.00	74,500
6	3,600	0.75	2,700
	<u>101,500</u>		<u>117,300</u>

Exhibit D

COMMON USE BAGGAGE CLAIM SYSTEM RATE
Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

	Hypothetical
	Year
Non-Signatory Airline Terminal Buildings Rate (a)	\$124.23
Multiplied by: Common Use Baggage Claim Areas (square feet)	76,000
Common Use Baggage Claim System Requirement (b)	\$9,441,000
Divided by: Deplaned Domestic Passengers	9,192,000
Common Use Baggage Claim System Rate (per deplaned domestic passenger)	\$1.03

Note: The results shown above are not projections.

(a) See illustrative Exhibit A.

(b) See Section 2.5.1 of the New Rate Methodology.

Exhibit E

COMMON USE OUTBOUND BAGGAGE SYSTEM RATE
Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

	<u>Hypothetical</u>
	<u>Year</u>
Non-Signatory Airline Terminal Buildings Rate (a)	\$124.23
Multiplied by: Common Use Outbound Baggage System Areas (square feet)	152,000
Common Use Outbound Baggage System Requirement (b)	\$18,883,000
Less: Fees for Terminal 6 common use bag make-up unit (c)	(500,000)
Net Common Use Outbound Baggage System Requirement (c)	\$18,383,000
Divided by: Enplaned Passengers	10,594,000
Common Use Outbound Baggage System Rate (per enplaned passenger)	\$1.74

Note: The results shown above are not projections.

(a) See illustrative Exhibit A.

(b) See Section 2.6.1 of the New Rate Methodology.

(c) Pursuant to Section 2.6.3 of the New Rate Methodology.

Exhibit F

COMMON USE TICKET COUNTER RATE
Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

	Hypothetical
	Year
Non-Signatory Airline Terminal Buildings Rate (a)	\$124.23
Multiplied by: Common Use Ticket Counter space (square feet)	17,000
Common Use Ticket Counter Requirement (b)	\$2,112,000
Divided by: Enplaned Passengers	5,606,000
Common Use Ticket Counter Rate (per enplaned passenger)	\$0.38

Note: The results shown above are not projections.

(a) See illustrative Exhibit A.

(b) See Section 2.7.1 of the New Rate Methodology.

Exhibit G-1

CUSTODIAL RATES
Illustrative Calculation pursuant to the Tariff
Los Angeles International Airport
Calendar year

	<u>Hypothetical Year</u>
CALCULATION OF THE AVERAGE CUSTODIAL RATE	
Payments by LAWA under service contracts	\$3,885,000
Cost to LAWA of providing Janitorial services	<u>31,683,000</u>
Custodial Requirement (a)	\$35,568,000
Divided by: Terminal Building space receiving LAWA Custodial (b)	<u>1,756,000</u>
Average Custodial Rate	<u>\$20.26</u>

CALCULATION OF THE CUSTODIAL RATES

	<u>Common Use Areas</u>			
	<u>Holdrooms</u>	<u>Outbound</u>		
		<u>Ticket Counters</u>	<u>Baggage System Areas</u>	<u>Baggage Claim Areas</u>
Average Custodial Rate	\$20.26	\$20.26	\$20.26	\$20.26
Space	<u>268,000</u>	<u>17,000</u>	<u>152,000</u>	<u>76,000</u>
	\$5,428,000	\$344,000	\$3,079,000	\$1,539,000
Passengers (c)	<u>14,247,000</u>	<u>5,606,000</u>	<u>10,594,000</u>	<u>9,192,000</u>
Custodial Rate (per enpl./depl. passenger)	\$0.38	\$0.06	\$0.29	\$0.17

Note: The results shown above are not projections.

(a) See Section 2.8.1 of the New Rate Methodology.

(b) Terminal Building space receiving LAWA Custodial:

	<u>Sq ft</u>
Common Use Holdrooms	268,000
Common Use Ticket Counters	17,000
Common Use Outbound Baggage System Areas	152,000
Common Use Baggage Claim Areas	<u>76,000</u>
Common Use Areas	513,000
Public Areas	<u>1,243,000</u>
Terminal Building space receiving LAWA Custodial	1,756,000

(c) Only passengers on airlines using the specified Common Use Areas.

Holdrooms: Enplaned passengers in Terminals 1, 2, 3 and TBIT.

Ticket Counters: Enplaned passengers in Terminal 2 (excluding Hawaiian and Air Canada) and TBIT.

Outbound Baggage System Areas: Enplaned passengers in Terminals 1, 2 and 3.

Baggage Claim Areas: Deplaned passengers in Terminals 1, 2 (non-FIS) and 3.

Exhibit G-2

OUTBOUND BAGGAGE SYSTEM MAINTENANCE RATE
Illustrative Calculation pursuant to the Tariff
Los Angeles International Airport
Calendar year

	Hypothetical
	Year
Payments by LAWA under service contracts	\$3,201,000
Cost to LAWA of providing maintenance services	-
Outbound Baggage System Maintenance Requirement (a)	\$3,201,000
Divided by: Enplaned passengers (b)	10,594,000
Outbound Baggage System Maintenance Rate (per enpl. passenger)	\$0.30

Note: The results shown above are not projections.

(a) See Section 2.8.2 of the New Rate Methodology.

(b) Enplaned passengers for all Terminals with LAWA-maintained Outbound Baggage Systems (T1, T2 and T3).

Exhibit G-3

TERMINAL AIRLINE SUPPORT SYSTEM RATE
Illustrative Calculation pursuant to the Tariff
Los Angeles International Airport
Calendar year

	Hypothetical
	Year
Payments by LAWA under service contracts	\$0
Cost to LAWA of providing maintenance services	2,166,000
Terminal Airline Support System Requirement (a)	\$2,166,000
Divided by: Enplaned Passengers (b)	7,008,000
Terminal Airline Support System Rate (per enplaned passenger)	\$0.31

Note: The results shown above are not projections.

To be calculated separately for each Terminal that has a LAWA-provided Airline Support System.

(a) See Section 2.8.3 of the New Rate Methodology.

(b) Enplaned passengers for all Terminals with LAWA-maintained Terminal Airline Support Systems (T3 and TBIT).

Exhibit G-4

LOADING BRIDGE RATE -- MAINTENANCE
Illustrative Calculation pursuant to the Tariff
Los Angeles International Airport
Calendar year

	Hypothetical		
	Year		
LOADING BRIDGE RATE -- MAINTENANCE (a)			
O&M Expenses of LAWA-maintained loading bridges			\$1,719,000
Divided by: Number of LAWA-maintained loading bridges (b)			43
Loading Bridge Maintenance Charge (per bridge) (c)			\$40,000
Divided by: Estimated annual turns (per bridge) (weighted)			2,147
Loading Bridge Maintenance Rate (per full turn) (d)			\$18.63
Loading Bridge Maintenance Rates (per full turn) (by aircraft class): (e)			
	Loading		Weighted
	Bridge	Relative	Loading
	Maintenance	charge per	Bridge Capital
Class	Rate	turn	Rate
	[A]	[B]	[A*B]
1	\$18.63	3.00	\$55.89
2	\$18.63	2.00	\$37.26
3	\$18.63	1.50	\$27.95
4	\$18.63	1.25	\$23.29
5	\$18.63	1.00	\$18.63
6	\$18.63	0.75	\$13.97

Note: The results shown above are not projections.

- (a) See Section 2.8.4 of the New Rate Methodology.
 - (b) All bridges in Terminals 1, 2 and 3, and 6 bridges in Terminal 6.
 - (c) Per-bridge charge levied to airlines using preferential-use holdrooms.
 - (d) Per-turn rate levied to airlines using Common Use Holdrooms.
 - (e) Weighting by aircraft class matches the weighting of Common Use Holdroom Rates.
- Expected use of Common Use Holdrooms (by aircraft class):

Maintenance:	Class	Illustrative turns	Relative charge per turn	Illustrative turns (weighted)
	1	400	3.00	1,200
	2	1,600	2.00	3,200
	3	5,400	1.50	8,100
	4	1,500	1.25	1,900
	5	75,200	1.00	75,200
	6	3,600	0.75	2,700
		87,700		92,300
Divided by: Number of LAWA-maintained loading bridges				43
Estimated annual turns (per bridge) (weighted)				2,147

Exhibit G-5

LOADING BRIDGE RATE – CAPITAL
Illustrative Calculation pursuant to the Tariff
Los Angeles International Airport
Calendar year

		Hypothetical	
		Year	
LOADING BRIDGE RATE – CAPITAL (a)			
Capital costs of LAWA-owned loading bridges		\$1,409,000	
Divided by: Number of LAWA-owned loading bridges (b)		86	
Loading Bridge Capital Charge (per bridge) (c)		\$16,000	
Divided by: Estimated annual turns (per bridge) (weighted)		1,547	
Loading Bridge Capital Rate (per full turn) (d)		\$10.35	
Loading Bridge Capital Rates (per full turn) (by aircraft class): (e)		Weighted	
	Loading	Relative	Loading
	Bridge Capital	charge per	Bridge Capital
Class	Rate	turn	Rate
	(A)	(B)	(A*B)
1	\$10.35	3.00	\$31.05
2	\$10.35	2.00	\$20.70
3	\$10.35	1.50	\$15.53
4	\$10.35	1.25	\$12.94
5	\$10.35	1.00	\$10.35
6	\$10.35	0.75	\$7.76

Note: The results shown above are not projections.

- (a) See Section 2.8.4 of the New Rate Methodology.
- (b) All bridges in Terminals 1, 2, 3, 6 and TBIT (including remote gates).
- (c) Per-bridge charge levied to airlines using preferential-use holdrooms.
- (d) Per-turn rate levied to airlines using Common Use Holdrooms.
- (e) Weighting by aircraft class matches the weighting of Common Use Holdroom Rates. Expected use of Common Use Holdrooms (by aircraft class):

		Relative	Illustrative	
		charge per	turns	
Capital:	Class	turn	(weighted)	
	1	1,500	3.00	4,500
	2	6,000	2.00	12,000
	3	14,800	1.50	22,200
	4	1,100	1.25	1,400
	5	85,900	1.00	85,900
	6	8,800	0.75	7,000
		118,100		133,000
Divided by: Number of LAWA-maintained loading bridges				86
Estimated annual turns (per bridge) (weighted)				1,547

Schedule 3

RATE AGREEMENT

This RATE AGREEMENT (this "Agreement") is made and entered into as of December 7, 2012, by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation ("City"), acting by order of and through its Board of Airport Commissioners (the "Board"), and TBITEC ("Airline"). Airline and City are collectively referred to as "Parties." Capitalized terms used in this Agreement without definition shall have the meanings given to such terms in the New Rate Methodology (as defined below).

RECITALS

The Parties hereby acknowledge and agree that their respective decisions to enter into this Agreement are premised on the following recitals:

A. City is the owner of Los Angeles International Airport (the "Airport") and operates the Airport for the promotion, accommodation and development of air commerce and air transportation.

B. City has undertaken construction projects to refurbish and renovate certain Terminals at the Airport and expects to continue to make significant investments in all the Terminals over the next ten (10) years to improve and modernize the Airport and accommodate additional passengers. City and Airline desire to communicate regularly on the status of Capital Improvements to the Terminals.

C. Airline (i) is or will be using space in a Terminal at the Airport pursuant to the Los Angeles International Airport Passenger Terminal Tariff (the "Tariff") or (ii) is using space in a Terminal at the Airport pursuant to a lease and desires to have the rates and charges for its use of Terminal space at the Airport calculated in accordance with this Agreement.

D. The Board adopted a new methodology (the "New Rate Methodology") for the calculation of rates and charges for the use of Terminal space at the Airport on September 17, 2012, which Board-approved rates and charges methodology is attached to this Agreement as Exhibit A.

E. Airline understands that the New Rate Methodology was developed in anticipation of future Terminal construction projects and is intended as a self-financing mechanism to recover the costs of constructing, acquiring, operating and maintaining the Terminals at the Airport.

F. City and Airline desire predictable rates and charges for use of Airport facilities.

G. City and Airline desire to avoid continuing disputes about the methods used to calculate rates and charges for use of Terminals at the Airport.

H. City will make this Agreement available to all Airlines that are operating at the Airport, and all Airlines that execute this Agreement will be "Signatory Airlines" under this Agreement. City will also make this Agreement available to airline consortiums that have been formed to manage specified Terminal facilities at the Airport and have been approved by City for this purpose, but nothing in this Agreement shall be construed to impose an obligation upon City to approve any new airline consortiums.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Airline hereby agree as follows:

1. Term. With respect to any Airline, this Agreement shall commence on January 1, 2013 if executed by Airline and delivered to City on or before December 15, 2012 and otherwise shall commence on the first day of the next month beginning no less than sixty (60) days after execution by Airline and delivery to City. With respect to any approved airline consortium in existence on December 15, 2012 ("Existing Consortium"), this Agreement shall commence on January 1, 2013 if (a) executed by the Existing Consortium and delivered to City on or before December 15, 2012 and also (b) executed by individual airline members of such Existing Consortium responsible for no less than fifty percent (50%) of the enplaned passengers of all such consortium members at the Airport during fiscal year 2012 and delivered to City on or before December 15, 2012. With respect to any airline consortium formed and approved after December 15, 2012, this Agreement shall commence on the first day of the next month beginning no less than sixty (60) days after execution and delivery to City by such consortium and one hundred percent (100%) of the individual airline members of such consortium. This Agreement shall terminate on December 31, 2022; provided, however, with respect to any Existing Consortium, if one hundred percent (100%) of its individual airline members have not executed and delivered this Agreement to City by December 31, 2013, this Agreement shall terminate on December 31, 2013.

2. Acceptance of New Rate Methodology. Airline agrees that to pay charges for its use of space in the Terminals calculated in accordance with the New Rate Methodology as modified by this Agreement and acknowledges that this Agreement constitutes a written agreement with air carriers within the meaning of 49 U.S.C. § 47129(e)(1).

3. No Change to New Rate Methodology. City agrees that during the Term, City shall use the New Rate Methodology as modified by this Agreement to calculate Airline's rates and charges for the use of Terminal space at the Airport under the Tariff or Airline's lease, as applicable, and City shall not subject Airline to a different rates and charges methodology for the use of Terminal space at the Airport during the Term; provided, however, that City may modify the New Rate Methodology in a manner generally applicable to all Terminals with the written consent of Signatory Airlines that are then operating at the Airport. City shall give written notice and meet with the Signatory Airlines to discuss any such proposed modification. In lieu of providing written notice to each Signatory Airline, City may provide written notice to the Airline Airport Affairs Committee ("AAAC") at the Airport. City shall provide at least thirty (30) days

written notice of the meeting and request the written consent of the Signatory Airlines to the proposed modification no less than forty-five (45) days following the meeting. Such consent shall be deemed to have been given if the modification is approved in writing by a vote of Signatory Airlines that collectively paid no less than fifty-one percent (51%) of the total rates and charges paid under the New Rate Methodology by all Signatory Airlines during the immediately preceding fiscal year, and the Signatory Airlines voting to approve the modification paid no less than sixty-seven percent (67%) of the total rates and charges paid under the New Rate Methodology during the immediately preceding fiscal year by all Signatory Airlines participating in the vote. An airline consortium shall not itself participate in such a vote, but the rates and charges paid by a consortium that is party to this Agreement shall be credited proportionately to any of its members who are Signatory Airlines and participate in such a vote.

City and Airline acknowledge that during the Term questions may inevitably arise about the application of the New Rate Methodology in new or unforeseen circumstances. They commit to work together in good faith to resolve any such questions to the satisfaction of City and all Signatory Airlines in ways that are consistent with the intent of this Agreement and may not require any changes to the New Rate Methodology under this Section 3.

4. Tier One Revenue Sharing. City will share the concession revenues that City derives from the Terminals at the Airport with all Signatory Airlines in accordance with the following formulas ("Tier One Revenue Sharing"), which reduce the otherwise-indicated Terminal Buildings Requirement and FIS Requirement calculated under the New Rate Methodology. Airlines that are not signatories to this Agreement shall not be eligible for Tier One Revenue Sharing.

4.1. Tier One Terminal Buildings Revenue Sharing.

- (a) Commencing with calendar year 2014 (because the Terminal Buildings Rate for 2013 is fixed under Section 5.1 of this Agreement), the Terminal Buildings Requirement otherwise calculated under Section 2.2.1 of the New Rate Methodology for any given calendar year shall be reduced by the full amount of Tier One Terminal Buildings Concession Revenue applicable to that year. The Terminal Buildings Rate (and all rates derived from it under the New Rate Methodology) charged to all Signatory Airlines, including Airline, shall reflect the fixed rate prescribed for 2013 by Section 5.1 and, in subsequent years, the reduction in the Terminal Buildings Requirement yielded by Tier One Revenue Sharing.
- (b) For purposes of this section, the following definitions shall be used:
 - (i) "Terminal Buildings Concession Revenue" shall mean all revenue received by City from Terminal Buildings Concessions in the immediately preceding Fiscal Year.

- (ii) "Tier One Terminal Buildings Concession Revenue" shall mean fifty percent (50%) of the amount, if any, of Terminal Buildings Concession Revenue received by City in the immediately preceding Fiscal Year that is above the Terminal Buildings Concession Baseline.
- (iii) "Terminal Buildings Concessions" means all concessions and concessions management in the Terminal Buildings at the Airport (other than Terminal 4, unless and until all Airlines using Terminal 4 become subject to the New Rate Methodology) including, but not limited to, food and beverage, retail, telecommunications, ATMs, luggage carts, advertising and sponsorships, and Terminal commercial management and Terminal media operations. Terminal Building Concessions do not include FIS Concessions or parking and rental car concessions.
- (iv) "Terminal Buildings Concession Baseline" shall mean Sixty-Seven Million Dollars (\$67,000,000) as of July 1, 2011 and as subsequently adjusted as of July 1, 2013 and as of July 1 of each following year to reflect any changes after June 30, 2011 in the consumer price index published by the Bureau of Labor Statistics for "all urban consumers" for "all items" for the Los Angeles-Riverside-Orange County Area.

4.2. Tier One FIS Concession Revenue Sharing.

- (a) Commencing with calendar year 2016 (because the FIS Rates for 2013, 2014 and 2015 are fixed under Section 6 of this Agreement), the Gross FIS Requirement otherwise calculated under Section 2.3.1 of the New Rate Methodology for any given calendar year shall be reduced by the full amount of Tier One FIS Concession Revenue applicable to that year. The FIS Rate charged to all Signatory Airlines, including Airline, for calendar year 2016 and subsequent years shall reflect the reduction in the Gross FIS Requirement yielded by Tier One Concession Revenue Sharing.
- (b) For purposes of this section, the following definitions shall be used:
 - (i) "FIS Concessions" means duty free and foreign exchange concessions at the Airport. FIS Concessions do not include Terminal Buildings Concessions or parking and rental car concessions.
 - (ii) "Tier One FIS Concession Revenue" shall mean twenty-five percent (25%) of all revenues received by City from FIS Concessions contracts in the immediately preceding Fiscal Year.

5. Signatory Transitional Phase-In. City will phase in the rates and charges calculated under the New Rate Methodology for all Signatory Airlines, including Airline, by implementing the following signatory transitional phase-in ("STP") discounts to the Terminal Buildings Rate and all rates derived from it under the New Rate Methodology for each of the calendar years 2013 through 2017:

- 5.1. The Terminal Buildings Rate shall be Seventy-Five Dollars (\$75) for calendar year 2013 (when Tier One Revenue Sharing will not yet be in effect).
- 5.2. The Terminal Buildings Rate calculated pursuant to Section 4 of this Agreement to reflect Tier One Revenue Sharing shall be discounted by twenty percent (20%) for calendar year 2014.
- 5.3. The Terminal Buildings Rate calculated pursuant to Section 4 of this Agreement to reflect Tier One Revenue Sharing shall be discounted by fifteen percent (15%) for calendar year 2015.
- 5.4. The Terminal Buildings Rate calculated pursuant to Section 4 of this Agreement to reflect Tier One Revenue Sharing shall be discounted by ten percent (10%) for calendar year 2016.
- 5.5. The Terminal Buildings Rate calculated pursuant to Section 4 of this Agreement to reflect Tier One Revenue Sharing shall be discounted by five percent (5%) for calendar year 2017.

Illustrative calculations displaying how Tier One Revenue Sharing and the STP discounts will affect the rates and charges otherwise calculated under the New Rate Methodology are attached to this Agreement as Exhibit B through Exhibit H.

6. Fixed Signatory FIS Rates. For three (3) years City will lower and fix the FIS Rate otherwise calculated under Section 2.3 of the New Rate Methodology, and all Signatory Airlines, including Airline, shall be charged the following rates for each Deplaned International Passenger for the period from January 1, 2013 through December 31, 2015 for the use of the FIS Areas:

January 1, 2013 – December 31, 2013:	\$ 8.50
January 1, 2014 – December 31, 2014:	\$ 9.50
January 1, 2015 – December 31, 2015:	\$10.50

7. Capped Common Use Holdroom Fee. During any calendar year, City shall not charge any Signatory Airline, including Airline, cumulative Common Use Holdroom Fees for the use of a given Common Use Holdroom that exceed the Common Use Holdroom Cap. For purposes of this Section, "Common Use Holdroom Cap" means, for any given calendar year, the product of (x) the Terminal Buildings Rate calculated in accordance with this Agreement for that year and (y) the average number of square feet in all Common Use Holdrooms in the Terminals. For purposes of determining whether a Signatory Airline's cumulative Common Use Holdroom Fees for a given Common Use Holdroom exceed the Common Use Holdroom Cap, City shall include

Common Use Holdroom Fees paid by a Signatory Airline for the use of other Common Use Holdrooms if such Signatory Airline provides written documentation reasonably acceptable to the Executive Director that the use of such other Common Use Holdrooms was required in order to accommodate the schedule of another airline on the Common Use Holdroom for which the cumulative Common Use Holdrooms Fees are being computed.

8. Terminal Renewal and Improvement Fund & Tier Two Revenue Sharing. To provide a dedicated funding source for future Terminal capital improvement projects, City shall establish a Terminal Renewal and Improvement Fund ("TRIF").

8.1. Net Terminal Area Cash Flow. At the end of each calendar year, commencing at the end of calendar year 2013, the Net Terminal Area Cash Flow shall be deposited to the TRIF; provided, however, that the annual deposit of the Net Terminal Area Cash Flow shall not exceed the Net Terminal Area Cash Flow Cap. For purposes of this Section, the "Net Terminal Area Cash Flow" for any calendar year shall mean the difference between (a) the total revenues received by City from all sources for use of space in the Terminals (including Terminal 4) and (b) the sum of (x) debt service (net of PFC's) and Operations and Maintenance Expenses allocable to the Terminals and (y) required Reserve Deposits allocable to the Terminals (including Terminal 4) for the immediately preceding Fiscal Year. The "Net Terminal Area Cash Flow Cap" shall mean One Hundred Twenty-Five Million Dollars (\$125,000,000) as of July 1, 2013 and as adjusted as of July 1 of each following year to reflect any changes after July 1, 2013 in the consumer price index published by the Bureau of Labor Statistics for "all urban consumers" for "all items" for the Los Angeles-Riverside-Orange County Area. If at the end of any calendar year the Net Terminal Cash Flow exceeds the Net Terminal Cash Flow Cap, fifty percent (50%) of the funds in excess of the Net Terminal Cash Flow Cap shall be deposited to the Tier Two Revenue Sharing Fund; the remaining fifty percent (50%) of any such excess funds shall be deposited to City's revenue fund for City's unrestricted use for airport system capital or operating costs in accordance with applicable law.

8.2. Use of TRIF and Tier Two Revenue Sharing.

(a) TRIF.

(i) The funds in TRIF, if any, shall only be used by City to fund Capital Improvements in the Terminals unless the Executive Director reasonably determines, after consultation with the Signatory Airlines (except when exigent circumstances make such consultation impractical), that funds in TRIF are needed for other airport purposes (x) as a result of emergencies, including natural disasters or acts of war, (y) to meet regulatory or security requirements or (z) to satisfy bond covenants. The costs of Terminal projects funded by TRIF shall be amortized over the project's useful life and recovered through future rates and charges.

(ii) The TRIF Balance at the end of each fiscal year shall not exceed the TRIF Cap. At the end of each fiscal year, fifty percent (50%) of the funds in excess of the TRIF Cap shall be deposited to the Tier Two Revenue Sharing

Fund; the remaining fifty percent (50%) of any such excess funds shall be deposited to City's revenue fund for City's unrestricted use for airport system capital or operating costs in accordance with applicable law. For purposes of this Section, the "TRIF Balance" shall mean the TRIF account balance as of July 1 after depositing the Net Terminal Area Cash Flow pursuant to Section 8.1 of this Agreement for the immediately preceding fiscal year and including any accrued interest. The "TRIF Cap" shall mean Five Hundred Million Dollars (\$500,000,000), as of July 1, 2013 and as adjusted as of July 1 of each following year to reflect any changes after July 1, 2013 in the consumer price index published by the Bureau of Labor Statistics for "all urban consumers" for "all items" for the Los Angeles-Riverside-Orange County Area.

(b) Tier Two Revenue Sharing Fund Distributions.

(i) Commencing in calendar year 2014 and continuing on an annual basis until the end of the Term, the funds in the Tier Two Revenue Sharing Fund, if any, shall be distributed among all of the Signatory Airlines in the form of a credit (the "Tier Two Credit") at the end of each calendar year. Tier Two Credits can only be used by a Signatory Airline, including Airline, as an offset against amounts due to City in the following order of priority: first, against any amounts due to City on account of Airline's use of Terminal space at the Airport; and second, against any landing fees due to City on account of Airline's use of the airfield at the Airport. Tier Two Credits will not be issued in cash. Tier Two Credits must be used within twelve (12) months after they are issued and expire immediately if Airline ceases operations at the Airport for any reason other than the closure of the Airport. The distribution of Tier Two Credits shall be subject to the eligibility rules set forth below in subsection (ii) and shall be based upon the ratio of each Signatory Airline's payments of Terminal charges during the preceding calendar year to all payments of Terminal charges by Signatory Airlines during the preceding calendar year. The calculation of Tier Two Credits shall be made after the annual adjustment-to-actual of rates pursuant to Section 2.10 of the New Rate Methodology.

(ii) Conditions for the Issuance and Use of the Tier Two Credit. To be eligible to receive a Tier Two Credit, if any, for any given calendar year Airline must be operating at the Airport at the time the Tier Two Credits are issued. Airline will only be eligible to use Tier Two Credits as offsets against amount due to City, in accordance with Section 8.2(b)(i), if at the time Airline seeks to use such Credits, Airline is not in arrears to City by more than 45 (forty-five) days for any outstanding amount due on account of Airline's use of Terminal space or use of the airfield at the Airport for which City has given Airline notice (and for purposes of this Section 8.2(b)(ii), the discharge of a debt in a bankruptcy proceeding at any time during the preceding two (2) years shall not constitute the elimination of an arrearage or the payment of any amount to City).

An illustrative calculation displaying how Tier Two Revenue Sharing will work is attached to this Agreement as Exhibit I.

9. Terminal Capital Improvements

9.1. Consultation. The AAAC will designate a representative of all Signatory Carriers (the "Airline Technical Representative") and will meet periodically with City to consult about the scope and status of Capital Improvements with costs allocable to the Terminals ("Terminal Capital Improvements"). City will meet with the Airline Technical Representative and the Signatory Airlines at least once each year to review Terminal Capital Improvements. The intent of these meetings is for City and Signatory Airlines to develop a common understanding of current and future Terminal Capital Improvements based upon reasonably available information. At each such meeting, City will provide the following: (a) a list and description of each Terminal Capital Improvement that is planned, designed or in construction at the time of the meeting; (b) the estimated gross project cost and construction schedule for each Terminal Capital Improvement; and (c) the anticipated source of funds for each Terminal Capital Improvement; and (d) the anticipated impact of each Terminal Capital Improvement on charges to be calculated in accordance with the New Rate Methodology and this Agreement, as well as any other information provided to the Board about each such Terminal Capital Improvement. City will give due consideration to written comments on these subjects provided to City by Signatory Airlines or the Airline Technical Representative within thirty (30) days of any such meeting and will advise the Board of any such comments when requesting Board action on any Terminal Capital Improvement that is the subject of such comments.

9.2. Funding Sources. Terminal Capital Improvements may be funded from one or more of the sources listed below. City's goal is to achieve a cumulative funding mix consistent with the targets set forth below for the Terminal Capital Improvements undertaken by City during the Term of this Agreement.

Sources of Funds	Target
<ul style="list-style-type: none"> • TRIF • Airport revenue other than TRIF 	<ul style="list-style-type: none"> • Up to 30% of Project costs
<ul style="list-style-type: none"> • Federal grants-in-aid 	<ul style="list-style-type: none"> • Where available to pay eligible Project costs
<ul style="list-style-type: none"> • Airport revenue bonds 	<ul style="list-style-type: none"> • The balance of Project costs
<ul style="list-style-type: none"> • PFC's 	<ul style="list-style-type: none"> • No less than 35% of PFC-eligible Project costs, including debt service, subject to availability and FAA approval

Airline acknowledges that the actual mix of sources used to fund Terminal Capital Improvements during the Term of this Agreement may vary depending upon, but not limited to, the following factors: (a) the availability of funds in TRIF and airport revenue accounts; (b) federal funding levels and Project eligibility; (c) the allowable amounts and uses of PFC's;

and (d) capital market conditions. City will defer for five years from the date of beneficial occupancy the collection of any amortization charges associated with the use of TRIF moneys to fund new Terminal Capital Improvements.

10. Partial Settlement Agreement. If Airline is a party to the 2008 "Partial Settlement Agreement" or the 2010 "First Amendment" to the Partial Settlement Agreement with City (collectively, the "PSA") regarding the calculation of rates for use of the Tom Bradley International Terminal ("TBIT"), Airline acknowledges and agrees that (a) this Agreement is in complete satisfaction of Sections 1.5(a) and 1.5(c) of the PSA; (b) the STP discounts described in Section 5 of this Agreement satisfy whatever remaining obligation, if any, City might otherwise have to provide the credit outlined in Recital G of the Partial Settlement Agreement and in Recital D of the First Amendment; and (c) Recital G and Section 1.3. of the Partial Settlement Agreement, and Recital D of the First Amendment, are all null and void, with no further effect.

11. Letter Agreement. If Airline is a signatory to a form of Letter Agreement approved by the Board on October 20, 2008 (Board Order No. AO-5108) or May 3, 2010 (Board Order No. AO-5159), Airline acknowledges and agrees that the Letter Agreement is terminated effective January 1, 2013 and that the section of the Letter Agreement with the heading "*LAX III Decision*" (which is either Section 2 or Section 3 of such Airline's Letter Agreement) is null and void, with no further effect.

12. Pending USDOT Complaints.

12.1. If Airline is a complainant in *Alaska Airlines, Inc. v. Los Angeles World Airports*, USDOT Docket No. OST-2007-27331 ("*LAX III*"), Airline acknowledges and agrees that its complaint in such proceeding before the USDOT is moot and consents to its dismissal with prejudice.

12.2. If Airline is a complainant in *Aer Lingus Group PLC v. Los Angeles World Airports*, USDOT Docket No. OST-2007-28118 ("*LAX IV*"), Airline acknowledges and agrees that its complaint in such proceeding before the USDOT does not now present a significant dispute within the meaning of 49 U.S.C. § 47129(c)(2) and consents to its dismissal with prejudice.

13. No Challenge to New Rate Methodology. Airline agrees that it will not contest or challenge, in any forum, the reasonableness or validity of the New Rate Methodology; provided, however, that Airline reserves the right to dispute whether the rates adopted by City for any given calendar year were calculated in accordance with the New Rate Methodology and this Agreement. Any such dispute shall be resolved in a court of competent jurisdiction in Los Angeles County, California unless otherwise agreed by City.

14. More Favorable Rate Methodology. If during the Term of this Agreement City adopts a new Tariff or otherwise makes available to other Airlines an alternative rate methodology that is more favorable than the New Rate Methodology, Airline may, at its option, elect to have its rates and charges calculated under such alternative rate methodology rather than in accordance with

this Agreement; provided, however, that if Airline makes such an election, Airline shall waive whatever rights, if any, it might have to Tier One Revenue Sharing, Tier Two Revenue Sharing and the Transitional Phase-In under this Agreement.

15. No Third Party Rights Or Obligations. No person or entity not a Party to or expressly identified as a beneficiary under this Agreement shall have any third-party beneficiary or other rights under this Agreement.

16. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

17. Venue. Any litigation concerning this Agreement may only be filed in a court of competent jurisdiction in Los Angeles County, California.

18. Binding Agreement. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns, corporate parents, subsidiaries and affiliates, and representatives, including a debtor in possession, a chapter 11 trustee or a chapter 7 trustee in a case or cases commenced under 11 U.S.C. §§ 101 *et seq.*

19. Headings. Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the terms and provisions of this Agreement or the meaning or construction of the terms and provisions of this Agreement.

20. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. Facsimile signatures may be utilized, but original signature pages must be provided to the Board.

21. Sole Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF LOS ANGELES; LOS ANGELES WORLD AIRPORTS; LOS ANGELES BOARD OF AIRPORT COMMISSIONERS

By: Carrie F. Sullivan

Printed Name:

Carrie F. Sullivan

Its: Chair Person

DATE: 11-20-2012, 2012

Attest:

By: Steve Rowland

Printed Name:

Steve Rowland

Its: General Manager

DATE: Nov 20, 2012

By: Debbie Bowers

Printed Name:

Debbie Bowers

Its: Deputy Executive Director of Commercial Development

APPROVED AS TO FORM:
CARMEN A. TRUTANICH, City Attorney

By: Carmen A. Trutanich
Deputy/Assistant City Attorney

DATE: 12/6, 2012

EXHIBIT A

RATES AND CHARGES FOR THE USE OF TERMINAL FACILITIES AT LOS ANGELES INTERNATIONAL AIRPORT PURSUANT TO THE LOS ANGELES INTERNATIONAL AIRPORT PASSENGER TERMINAL TARIFF, AS IT MAY BE AMENDED FROM TIME TO TIME

The following rates and charges methodology for the use of passenger terminals (the "Terminals") at Los Angeles International Airport (the "Airport") by Aeronautical Users subject to the Los Angeles International Airport Passenger Terminal Tariff (the "Tariff"), is established by the City of Los Angeles (the "City"), acting by and through the Board of Airport Commissioners (the "Board") of the Los Angeles World Airports ("LAWA"), under the City of Los Angeles City Charter and Administrative Code, §§ 630 et seq.

Section 1. Definitions. As used in this document, the terms identified in this section shall have the meanings indicated unless the context clearly indicates otherwise. Additional words and phrases used in this document shall have the meanings set forth in the Tariff or, if not so set forth, shall have their usual and customary meaning.

"AAAC" shall mean the Airline Airport Affairs Committee.

"Aeronautical User" shall mean an Airline or any other Person engaged in an activity that involves, makes possible or is required for the safety of, or is otherwise directly related to, the operation of aircraft and includes providers of services related directly and substantially to the movement of passengers, baggage, mail and cargo on the Airport, but does not include any government or political subdivision thereof or a governmental agency.

"Airline" shall mean an Air Carrier or Foreign Air Carrier as defined in 49 U.S.C. §§ 40102(a)(2) and (a)(21), respectively.

"Capital Costs" shall mean all capital costs of the Airport, including the following:

- (a) Debt service (net of PFC's) allocable to bond-funded Capital Improvements.
- (b) Debt service coverage allocated in accordance with stated bond covenant requirements (currently 1.25 for senior debt obligations and 1.15 for subordinate debt obligations).
- (c) Amortization allocable to Capital Improvements funded with airport revenue, based on the economic life for each Capital Improvement and calculated using an interest rate set to equal the average all-in cost of Airport debt sold by LAWA during the calendar year when such Capital Improvement is put in service or, if no Airport debt was sold, set to equal comparable published average borrowing costs.

"Capital Improvement" shall mean any improvement or item or related group of items acquired, purchased, leased or constructed to improve, maintain or develop the Airport, as well as any extraordinary or substantial expenditure whose object is to preserve, enhance or protect the Airport that, in accordance with generally accepted accounting principles consistently applied, is capitalized by LAWA.

"Common Use Areas," previously referred to as **"Joint Use Areas"** under the Tariff, shall mean the space in any Terminal designated by the Executive Director to be used in common by one or more Airlines or otherwise benefitting one or more Airlines for operations and include, without limitation, Common Use Holdrooms, Common Use Ticket Counters, Common Use Baggage Claim Areas and Common Use Outbound Baggage System Areas.

"Common Use Baggage Claim Areas" shall mean the space in any Terminal (excluding the FIS Areas) designated by the Executive Director to be used in common with other Airlines for the delivery of inbound baggage to arriving passengers, including the baggage recheck areas and the areas where Common Use Baggage Claim Systems are located.

"Common Use Baggage Claim System" shall mean equipment that delivers inbound baggage to arriving passengers.

"Common Use Holdrooms" shall mean the space in any Terminal designated by the Executive Director to be used in common with other Airlines for passenger holdrooms and gate areas.

"Common Use Loading Bridge" shall mean a passenger loading bridge and related equipment owned by LAWA.

"Common Use Outbound Baggage System" shall mean equipment that sorts outbound baggage for delivery to departing aircraft.

"Common Use Outbound Baggage System Areas" shall mean the space in any Terminal designated by the Executive Director to be used in common with other Airlines for the sorting of outbound baggage for delivery to departing aircraft and includes the areas where Common Use Outbound Baggage Systems are located.

"Common Use Ticket Counters" shall mean the space in any Terminal designated by the Executive Director to be used in common with other Airlines for ticket counters and associated queuing space.

"Deplaned Domestic Passengers" shall mean the actual number of passengers, not including the flight crew, disembarking from a domestic flight at the Terminals and shall include passengers clearing customs and immigration in the country that his or her flight originated from, disembarking from an international flight at the Terminals.

"Deplaned International Passengers" shall mean the actual number of passengers, not including the flight crew or passengers clearing customs and immigration in the country that his or her flight originated from, disembarking from an international flight at the Terminals.

"Enplaned Passengers" shall mean the actual number of passengers, not including the flight crew or international in-transit passengers, but including both originating and connecting passengers, embarking on a flight at the Terminals.

"Executive Director" shall mean the Executive Director of the Department of Airports of the City of Los Angeles, California, or his or her designee.

"Fiscal Year" shall mean the twelve (12) month period beginning July 1 of any year and ending June 30 of the following year or any other period adopted by LAWA for its financial affairs.

"FIS Areas," previously referred to as the "International Joint Use Areas" under the Tariff, shall mean the space in the Terminals designated by the Executive Director to be used in common with other Airlines for federal inspection services (including sterile corridors, customs areas, baggage service areas, customs baggage claim areas, cashier areas, interline baggage areas, immigration inspection areas, storage areas, locker areas, federal inspection service swing areas, conference room areas and registration areas), offices for federal agencies, restrooms included in or adjacent to the foregoing areas, transit lounge space and other in transit facilities for international passengers.

"New Rate Methodology" shall mean the rate methodology set forth in this document.

"Operations and Maintenance Expenses," previously referred to as "Terminal Expenses" under the Tariff, shall mean the total operations and maintenance expenses of the Airport.

"Passenger Facility Charges" or "PFC's" shall mean passenger facility charges remitted to LAWA under 49 U.S.C. § 40117 and 14 C.F.R. Part 158 as they may be amended from time to time.

"Person" shall mean a corporation, an association, a partnership, a limited liability company, an organization, a trust, a natural person, a government or political subdivision thereof or a governmental agency.

"Public Area" shall mean sidewalks, concourses, corridors, lobbies, passageways, restrooms, elevators, escalators and other similar space made available by LAWA from time to time for use by passengers, LAWA and Airline employees and other members of the public, as designated by the Executive Director.

"Rentable Area," previously referred to as "Measured Area" under the Tariff, shall mean any areas in the Terminals that are available for use by Airlines, other Aeronautical Users, concessionaires or LAWA or other governmental users on an exclusive, common or preferential use basis, as designated by the Executive Director. Rentable Area does not include any areas that are located outside the Terminals nor does Rentable Area include any space (such as security

checkpoints) used by federal governmental agencies (such as Customs and Border Patrol or the Transportation Security Administration) or local law enforcement agencies to carry out their operations at the Airport.

"Reserve Deposits" shall mean the amounts deposited to funds and accounts for operations and maintenance reserves, to satisfy debt service reserve requirements, and similar expense reserves under the terms of any applicable bond covenants or as required by the Los Angeles City Charter.

"Terminals" shall mean all of the airline passenger terminals at the Airport except for Terminal 4 unless and until all Airlines using Terminal 4 are subject to the New Rate Methodology.

"Terminal Airline Support Systems" shall mean an information technology system, used to allocate terminal resources (gates, stands, ticket counters, baggage carousels, bag sortation piers, flight information displays, gate information displays, and public address systems) to assist Airlines with passenger processing.

"Turn" shall mean the active arrival and departure of an aircraft from a gate (including a remote gate) and may be measured in halves. The movement of an empty aircraft to or from a gate shall not constitute half a "Turn."

Section 2. Calculation of Rate and Charges for Airlines.

2.1: Generally.

2.1.1. An Airline using any space or equipment in the Terminals pursuant to the Tariff shall be subject to the rates and charges set forth in this Section 2. There are two kinds of rates and charges set forth in this Section: equalized charges for all of the Terminals (described in Sections 2.2 through 2.7 below) and Terminal Special Charges (described in Section 2.8 below), assessed for the use of certain space or equipment in certain Terminals, for the recovery of certain types of Capital Costs or Operations and Maintenance Expenses that are not incurred by LAWA in all of the Terminals and not recovered from the Airlines through the equalized rates and charges. In calculating the Terminal Buildings Requirement, the FIS Requirement and Terminal Special Charges, as set forth below, LAWA shall exclude any cost (net of the cost of collection) that (a) has been reimbursed or covered by government grants or PFC's, (b) has been reimbursed or covered by any insurance recovery, condemnation proceeds or other third-party payment, or (c) has been reimbursed or is required to be reimbursed to LAWA by an individual Airline under the Tariff in connection with projects undertaken by LAWA at the request and for the benefit of an individual Airline. Illustrative calculations displaying how rates and charges will be calculated under this methodology are attached as Exhibit A through Exhibit G-5.

2.1.2. Airline Consultations on Proposed Rates and Charges. No later than November 1 of each year, the Executive Director shall provide each Airline

then currently using space at the Airport with a complete copy of the then proposed rates and charges, calculated in accordance with this Section 2, for the succeeding calendar year. The Executive Director shall, upon request by any such Airline, consult with such Airlines concerning the then proposed rates and charges. No later than December 1 of each year, the Executive Director shall make any revisions to the proposed rates and charges as the Executive Director determines, in his or her sole discretion, to be warranted as a result of consultation with the Airlines or otherwise, and shall provide written notice to each Airline then currently using space at the Airport of new rates and charges to be effective on January 1 of the following calendar year. A copy of such written notice shall be filed with the secretary of the Board.

2.2. Calculation of the Terminal Buildings Rate. Each year LAWA shall calculate the estimated Terminal Buildings Rate for the next calendar year as follows:

2.2.1. The Terminal Buildings Requirement shall be computed as the total of (i) the Unified Capital Requirement and (ii) the Operations and Maintenance Requirement.

(a) Calculation of the Unified Capital Requirement. Each year LAWA shall calculate the Unified Capital Requirement by totaling all budgeted Capital Costs allocable to the Terminals (excluding the FIS Areas) for the following calendar year.

(b) Calculation of Operations and Maintenance Requirement. Each year LAWA shall calculate the Operations and Maintenance Requirement by totaling the actual Operations and Maintenance Expenses and Reserve Deposits (if any) allocable to the Terminals (excluding the FIS Areas) for the immediately preceding Fiscal Year.

The allocation method for Capital Costs and Operations and Maintenance Expenses is outlined in attached Appendix 1.

2.2.2. The estimated Terminal Buildings Rate shall then be calculated by dividing the Terminal Building Requirement by the estimated total amount of Rentable Area. LAWA may use the actual amount of Rentable Area in the immediately preceding Fiscal Year in calculating the estimated Terminal Buildings Rate.

2.3. Calculation of the FIS Rate. Each year LAWA shall calculate the estimated FIS Rate for the next calendar year as follows:

2.3.1. The estimated Gross FIS Requirement shall be computed as the total of (i) all budgeted Capital Costs allocable to the FIS Areas for the following calendar year and (ii) the actual Operations and Maintenance Expenses and

Reserve Deposits (if any) allocable to the FIS Areas for the immediately preceding Fiscal Year.

2.3.2. From the estimated Gross FIS Requirement, LAWA shall deduct the amounts of any estimated revenue from the rental of space in the FIS Areas to governmental agencies to yield the Net FIS Requirement.

2.3.3. The estimated FIS Rate shall then be calculated by dividing the Net FIS Requirement by the estimated total annual number of Deplaned International Passengers. LAWA may use the actual number of Deplaned International Passengers in the immediately preceding Fiscal Year in calculating the estimated FIS Rate.

2.4. Calculation of Common Use Holdroom Rate. Each year LAWA shall calculate the estimated Common Use Holdroom Rate for the next calendar year as follows:

2.4.1. The estimated Holdroom Requirement shall be computed as the product of the Terminal Buildings Rate and the total square footage of all Common Use Holdrooms in the Terminals.

2.4.2. LAWA shall then calculate six separate Common Use Holdroom Rates for use of Common Use Holdrooms by the six different classes of aircraft shown in the table below.

Aircraft Class					
1	2	3	4	5	6
A380	747	A340 A330 B777 A350 MD-11 IL-96	B757-300 B767 B787	B717 A318 A319 A320 A321 MD (DC) All B737 757-200	All others having 100 seats or less

The charges for use of Common Use Holdrooms by aircraft within each of these classes shall bear the following relativities to each other:

Relative Charge per Turn

Class 1:	3.00x
Class 2:	2.00x
Class 3:	1.50x
Class 4:	1.25x
Class 5:	1.00x
Class 6:	0.75x

For rate-setting purposes, the charges per Turn for each of these six classes of aircraft will be calculated so that expected aggregate Common Use Holdroom charges equal the Common Use Holdroom Requirement.

2.4.3. New Types of Aircraft. If any Airline begins to serve the Airport with types of aircraft not shown in the table in Section 2.4.2, LAWA shall provide written notice ("New Aircraft Notice") to the AAAC to solicit a recommendation from the AAAC as to the proper classification of such new aircraft types for rate-setting purposes. If the AAAC wishes to make such a recommendation, it shall do so in writing within thirty (30) days following the New Aircraft Notice. LAWA shall consider any such recommendation and then, in its sole discretion, shall reasonably determine whether to (a) assign such new aircraft to a new class with a different specified relativity or (b) include it in one of the existing aircraft classes under Section 2.4.2. LAWA shall provide written notice to the AAAC of its determination of how such new aircraft will be classified for rate-setting purposes, and thereafter the calculations of relative charges per Turn under Section 2.4.2 shall reflect any such classification.

2.5. Calculation of Common Use Baggage Claim System Rate. Each year LAWA shall calculate the estimated Common Use Baggage Claim System Rate for the next calendar year as follows:

2.5.1. The estimated Common Use Baggage Claim Requirement shall be computed as the product of the Terminal Buildings Rate and the total square footage of all Common Use Baggage Claim Areas in the Terminals.

2.5.2. The estimated Common Use Baggage Claim System Rate shall then be calculated by dividing the Baggage Claim Requirement by the estimated total annual number of Deplaned Domestic Passengers of Airlines using Common Use Baggage Claim Systems in any of the Terminals. LAWA may use the actual number of Deplaned Domestic Passengers of Airlines using Common Use Baggage Claim Systems in the immediately preceding Fiscal Year in calculating the estimated Common Use Baggage Claim Rate.

2.6. Calculation of Common Use Outbound Baggage System Rate. Each year LAWA shall calculate the estimated Common Use Outbound Baggage System Rate for the next calendar year as follows:

2.6.1. The estimated Common Use Outbound Baggage System Requirement shall be computed as the product of the Terminal Buildings Rate and the total square footage of all Common Use Outbound Baggage System Areas in the Terminals, less any credit for revenue generated by fees imposed under Section 2.6.3.

2.6.2. The estimated Common Use Outbound Baggage System Rate shall then be calculated by dividing the estimated Common Use Outbound Baggage System Requirement by the estimated total annual number of Enplaned Passengers of Airlines using the Common Use Outbound Baggage System Areas in all of the Terminals. LAWA may use the actual number of Enplaned Passengers of Airlines using the Common Use Outbound Baggage System Areas in the immediately preceding Fiscal Year in calculating the estimated Outbound Baggage System Rate.

2.6.3. LAWA may also establish a reasonable fee to be charged to Airlines that use a portion of an outbound baggage system owned or leased by another Airline and pay a fee for such use to such other Airline and also use baggage make-up devices owned by LAWA. The revenue, if any, generated by such a fee shall be credited against the Common Use Outbound Baggage System Requirement calculated under Section 2.6.1.

2.7. Common Use Ticket Counter Rate. Each year LAWA shall calculate the estimated Common Use Ticket Counter Rate for all Terminals for the next calendar year as follows:

2.7.1. The estimated Common Use Ticket Counter Requirement shall be computed as the product of the Terminal Buildings Rate and the total square footage of all of the Common Use Ticket Counter space in the Terminals.

2.7.2. The estimated Common Use Ticket Counter Rate shall then be calculated by dividing the Common Use Ticket Counter Requirement by the estimated total annual number of Enplaned Passengers of Airlines using Common Use Ticket Counters. LAWA may use the actual number of Enplaned Passengers in the immediately preceding Fiscal Year in calculating the estimated Common Use Ticket Counter Rate.

2.8. Terminal Special Charges. There are certain equipment and services that LAWA provides in some, but not all of the Terminals. Airlines using such equipment or services in certain Terminals pursuant to the Tariff shall be subject to Terminal Special Charges as follows. Any Capital Costs or Operations and Maintenance Expenses that are included in the calculations of Terminal Special Charges shall be excluded from the rates and charges calculated under Sections 2.2 through 2.7.

2.8.1. Custodial Rates. Each year LAWA shall calculate estimated Custodial Rates for the next calendar year as follows:

2.8.1.1. The Custodial Requirement shall be calculated by totaling the following from the immediately preceding Fiscal Year:

- (a) the total actual payments by LAWA under service contracts for janitorial and cleaning services in all Terminals; and
- (b) the total actual cost to LAWA of providing its own janitorial and cleaning services in all Terminals.

2.8.1.2. The Custodial Requirement shall then be divided by the total square footage of all areas (whether Public Areas or Rental Areas) for which LAWA provides janitorial and cleaning services to derive the Average Custodial Rate. LAWA shall then calculate four separate Custodial Rates for use of Common Use Holdrooms, Common Use Ticket Counters, Outbound Baggage System Areas and Baggage Claim Areas, respectively, by (x) multiplying the total square footage of each such type of space in all Terminals by the Average Custodial Rate and then (y) dividing by the following factors:

- (a) for Common Use Holdrooms, Enplaned Passengers;
- (b) for Common Use Ticket Counters, Enplaned Passengers;
- (c) for Common Use Outbound Baggage System Areas, Enplaned Passengers; and
- (d) for Common Use Baggage Claim Areas, the total of Deplaned Domestic Passengers.

In making these calculations, LAWA shall only consider the numbers of passengers using the Common Use facilities that are the subject of these Terminal Specific Charges and may use the actual numbers of such passengers in the immediately preceding Fiscal Year in calculating these rates.

2.8.2. Outbound Baggage System Maintenance Rate. Each year LAWA shall calculate the estimated Outbound Baggage System Maintenance Rate for the next calendar year as follows:

2.8.2.1. The Outbound Baggage System Maintenance Requirement shall be calculated by totaling the following actual amounts from the previous Fiscal Year:

(a) the total actual payments by LAWA under service contracts for maintaining and repairing Common Use Outbound Baggage Systems in all Terminals; and

(b) the total actual cost to LAWA of maintenance and repair of the Common Use Outbound Baggage Systems in all Terminals.

2.8.2.2. The estimated Outbound Baggage System Maintenance Rate shall then be calculated by dividing the Outbound Baggage System Maintenance Requirement by the estimated total annual number of Enplaned Passengers of Airlines using the Common Use Outbound Baggage System in Terminals in which LAWA maintains and repairs the Common Use Outbound Baggage Systems. LAWA may use the actual numbers of such passengers in the immediately preceding Fiscal Year in calculating the estimated Outbound Baggage System Maintenance Rate.

2.8.3. Terminal Airline Support System Rate. Each year LAWA shall calculate the estimated Terminal Airline Support System Rate for the next calendar year as follows:

2.8.3.1. The estimated Terminal Airline Support System Requirement shall be calculated by totaling (a) the prior Fiscal Year's Operations and Maintenance Expenses allocable to the Airline Support System and (b) all budgeted Capital Costs allocable to the Airline Support System and to be paid by LAWA for the next calendar year.

2.8.3.2. The estimated Terminal Airline Support System Rate shall then be calculated by dividing the estimated Terminal Airline Support System Requirement by the estimated total annual number of Enplaned Passengers of Airlines using the Terminal Airline Support System. LAWA may use the actual number of Enplaned Passengers of Airlines using the Terminal Airline Support System in the immediately preceding Fiscal Year in calculating the estimated Terminal Airline Support System Rate.

2.8.4. Common Use Loading Bridge Rate. Each year LAWA shall calculate the estimated Common Use Loading Bridge Capital Rate and the Common Use Loading Bridge O&M Rate for the use of Loading Bridges for the next calendar year as follows:

2.8.4.1. The Average Common Use Loading Bridge Capital Requirement shall be calculated by dividing all budgeted Capital Costs allocable to Common Use Loading Bridges for the following calendar year by the total number of Common Use Loading Bridges.

2.8.4.2. The Average Common Use Loading Bridge O&M Requirement for Common Use Loading Bridges maintained by LAWA shall be calculated by dividing the prior Fiscal Year's Operations and Maintenance Expenses allocable to such Common Use Loading Bridges by the total number of Common Use Loading Bridges maintained by LAWA.

2.8.4.3. The estimated Common Use Loading Bridge Capital Rate shall be calculated by multiplying the Average Common Use Loading Bridge Capital Requirement by the total number of Common Use Loading Bridges and then dividing by the total annual number of Turns at all of the Common Use Loading Bridges, so that the capital charges for use of the Common Use Loading Bridges by each type of aircraft shall bear the relativities to each other set forth in Section 2.4.2. LAWA may use the actual number of Turns at Common Use Loading Bridges in the immediately preceding Fiscal Year in calculating the estimated Common Use Loading Bridge Capital Rate.

2.8.4.4. The estimated Common Use Loading Bridge O&M Rate for Common Use Loading Bridges maintained by LAWA shall be calculated by multiplying the Average Common Use Loading Bridge O&M Requirement by the total number of such Common Use Loading Bridges and then dividing by the total annual number of Turns at all such Common Use Loading Bridges, so that the maintenance charges for use of such Common Use Loading Bridges by each type of aircraft shall bear the relativities to each other set forth in Section 2.4.2. LAWA may use the actual number of Turns at such Common Use Loading Bridges in the immediately preceding Fiscal Year in calculating the estimated Common Use Loading Bridge O&M Rate.

2.8.5. Future Terminal Special Charges. The Executive Director, subject to Board approval, may impose additional Terminal Special Charges in similar circumstances, where LAWA is providing certain specified services or equipment in some, but not all of the Terminals; provided, however, that any such services or equipment were first provided by LAWA after December 31, 2012. LAWA shall notify and consult with the Airlines concerning any proposed new Terminal Special Charges at least 60 days before LAWA submits any proposed new Terminal Special Charges for approval by the Board.

2.9. Mid-year Adjustments. If it appears to LAWA, on the basis of information it is able to accumulate during the course of any calendar year, that the estimated expenses (excluding Operations and Maintenance Expenses and the costs referred to in Sections 2.8.1.1 and 2.8.2.1) or projected levels of Airline activity it has used to calculate the rates and charges set forth in Section 2 are likely to vary significantly (higher or lower) from actual results, LAWA may make adjustments to such rates and charges at mid-year or at such other time during the calendar year (a) as the need for such an adjustment becomes apparent to LAWA or (b) the variance between the estimated expenses or projected levels of Airline activity and actual results is expected to be ten percent (10%) or more. LAWA shall provide the AAAC with at least thirty (30) days advance written notice ("Mid-Year Adjustment Notice") of any adjustments to be made under this Section 2.9. The AAAC may, within fifteen (15) days of receipt of the Mid-Year Adjustment Notice, request a meeting with LAWA to review the information that LAWA used as the basis for an adjustment under this Section 2.9 and if the AAAC does so, LAWA shall meet with the AAAC within fifteen (15) days of the AAAC's request.

2.10. Annual Adjustments-to-Actual. Within 180 days after the close of each calendar year, LAWA shall recalculate the rates and charges as set forth in this Section 2 on the basis of actual expenses (excluding Operations and Maintenance Expenses and the costs referred to in Sections 2.8.1.1 and 2.8.2.1), Airline activity and other factors affecting the prescribed calculations and shall determine the amount of any overpayment (credit) or underpayment (deficit) due to or from each Airline. Any resulting credit will be issued to the Airline, and any resulting debit will be invoiced to and payable by the Airline, as prescribed in the Tariff.

Section 3. Calculation of Rates and Charges for Aeronautical Users other than Airlines. An Aeronautical User using any space in the Terminals pursuant to the Tariff shall be subject to the Terminal Buildings Charge described in Section 2.2.

EXHIBIT A

Appendix 1

Cost Allocation Method

(1) *Description of Cost Centers.* Cost centers at the Airport are those functions or physically discrete areas that are used to account for costs incurred by LAWA to own (or otherwise provide), maintain, operate, construct, develop, and administer the Airport. There are two types of cost centers used to account for costs at the Airport: (a) direct cost centers, which are each related to a defined physical area of the Airport that serves a particular function, and (b) indirect cost centers, which are related to service functions that support the direct cost centers. The following are the direct and indirect cost centers used to account for both capital costs and operations and maintenance expenses at the Airport:

Direct Cost Centers

Terminals - the Terminals cost center comprises the land and all passenger terminal buildings and other related and appurtenant facilities, whether owned, operated, or maintained by LAWA. Facilities include the passenger terminal buildings located in the central terminal area, passenger terminal buildings located outside the central terminal area, associated concourses, holdrooms, passenger tunnels, and all other facilities that are a part of the passenger terminal buildings.

Airfield - the Airfield cost center comprises those portions of the Airport (excluding the aircraft aprons associated with the terminal, general aviation, cargo, and aircraft maintenance facilities) providing for the landing, taking off, and taxiing of aircraft, including approach and turning zones, clear zones, navigation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, and other appurtenances related to the aeronautical use of the Airport, including any property acquired for noise mitigation purposes.

Apron - the Apron cost center comprises the land and paved areas primarily adjacent to passenger terminal buildings, but also includes remote parking areas that provide for the parking, loading, and unloading of passenger aircraft. The Apron cost center does not include aprons associated with general aviation, cargo, or aircraft maintenance facilities.

Aviation - the Aviation cost center comprises the land and facilities related to air cargo, general aviation, fixed-base operations, aircraft fueling, aircraft maintenance, in-flight catering, and other aviation-related services.

Commercial - the Commercial cost center comprises the land and facilities not located in the Terminal cost centers and that are provided for nonaeronautical commercial and industrial activities, including public automobile parking, car rental service centers, golf courses, the Theme Building, and the Proud Bird restaurant.

Indirect Cost Centers

Access – the Access cost center includes the costs of facilities and services for on-Airport and off-Airport ground access for vehicles and pedestrians, including airside and landside access, and Airport access generally. It also includes the costs of increasing, preserving, or managing the capacity of the Airport's access facilities.

General Administration – the General Administration cost center includes the general administrative and support costs related to providing, maintaining, operating, and administering the Airport that cannot be directly allocated to other cost centers.

(2) Allocation Methods. Expenses directly attributable to the Terminals, and indirect Administrative and Access cost center expenses are allocated to the Terminals as follows:

- (i) Wherever possible, expenses directly attributable to the Terminals are allocated to the Terminals.
- (ii) Expenses attributable to Airport administrative divisions are allocated to the Terminals cost center based on its proportion of total direct expenses.
- (iii) Expenses directly allocated to the Access cost center are allocated to the Terminals cost center and all other direct cost centers on the basis of the ratio of land area by cost center.

Exhibit A

TERMINAL BUILDINGS RATE
Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

		<u>Hypothetical Year</u>
Unified Capital Requirement (a)		
Gross debt service		\$83,400,000
Less: PFC revenues		(52,600,000)
Debt service		\$30,900,000
Debt service coverage		7,700,000
Amortization		30,800,000
Unified Capital Requirement	[A]	\$69,400,000
Operations and Maintenance Requirement (b)	[B]	221,700,000
Less: Terminal 4 cost requirement	[C]	(33,950,000)
Terminal Buildings Requirement	[D=A+B+C]	\$257,150,000
Divided by: Rentable Area (c)	[E]	2,070,000
Terminal Buildings Rate (per square foot)	[D/E]	<u>\$124.23</u>

Note: The results shown above are not projections.

- (a) See Section 2.2.1(a) of the New Rate Methodology.
- (b) See Section 2.2.1(b) of the New Rate Methodology.
- (c) See Section 1 of the New Rate Methodology.

Exhibit B

FIS RATE

Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

		<u>Hypothetical Year</u>
Capital Costs		
Gross debt service		\$36,400,000
Less: PFC revenues		(9,400,000)
		<u>\$27,100,000</u>
Debt service		\$27,100,000
Debt service coverage		6,800,000
Amortization		2,800,000
		<u>\$36,700,000</u>
Capital Costs	[A]	\$36,700,000
Operations and Maintenance Expenses	[B]	39,700,000
		<u>\$76,400,000</u>
Gross FIS Requirement	[C=A+B]	\$76,400,000
Less: Rental revenue of space in FIS Areas from Governmental agencies	[D]	(100,000)
		<u>\$76,300,000</u>
Net FIS Requirement (a)	[E=C+D]	\$76,300,000
Divided by: Deplaned International Passengers (b)	[F]	7,300,000
		<u>\$10.45</u>
FIS Rate (per deplaned international passenger)	[E/F]	<u>\$10.45</u>

Note: The results shown above are not projections.

(a) See Section 2.3 of the New Rate Methodology.

(b) See Section 1 of the New Rate Methodology.

Exhibit C

COMMON USE HOLDROOM RATE
Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

	Hypothetical
	Year
Terminal Buildings Rate (a)	\$124.23
Times: Common Use Holdroom Space (square feet)	268,000
Holdroom Requirement (b)	\$33,300,000
Divided by: Estimated Turns (weighted by aircraft class) (c)	117,300
Common Use Holdroom Rate (per full turn)	\$283.89

Common Use Holdroom Rates (per full turn) (by aircraft class): (c)

	Weighted		
Class	Common Use Holdroom Rate	Relative charge per turn	Common Use Holdroom Rate
	[A]	[B]	[A*B]
1	\$283.89	3.00	\$851.67
2	\$283.89	2.00	\$567.78
3	\$283.89	1.50	\$425.84
4	\$283.89	1.25	\$354.86
5	\$283.89	1.00	\$283.89
6	\$283.89	0.75	\$212.92

Note: The results shown above are not projections.

(a) See Illustrative Exhibit A.

(b) See Section 2.4.1 of the New Rate Methodology.

(c) See Section 2.4.2 of the New Rate Methodology.

Expected use of Common Use Holdrooms (by aircraft class)

Class	Illustrative turns	Relative charge per turn	Illustrative turns (weighted)
1	1,500	3.00	4,500
2	6,000	2.00	12,000
3	14,800	1.50	22,200
4	1,100	1.25	1,400
5	74,500	1.00	74,500
6	3,600	0.75	2,700
	<u>101,500</u>		<u>117,300</u>

Exhibit D

COMMON USE BAGGAGE CLAIM SYSTEM RATE
Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

	Hypothetical
	Year
Non-Signatory Airline Terminal Buildings Rate (a)	\$124.23
Multiplied by: Common Use Baggage Claim Areas (square feet)	76,000
Common Use Baggage Claim System Requirement (b)	\$9,441,000
Divided by: Deplaned Domestic Passengers	9,192,000
Common Use Baggage Claim System Rate (per deplaned domestic passenger)	\$1.03

Note: The results shown above are not projections.

(a) See illustrative Exhibit A.

(b) See Section 2.5.1 of the New Rate Methodology.

Exhibit E

COMMON USE OUTBOUND BAGGAGE SYSTEM RATE
Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

	<u>Hypothetical Year</u>
Non-Signatory Airline Terminal Buildings Rate (a)	\$124.23
Multiplied by: Common Use Outbound Baggage System Areas (square feet)	<u>152,000</u>
Common Use Outbound Baggage System Requirement (b)	\$18,883,000
Less: Fees for Terminal 6 common use bag make-up unit (c)	<u>(500,000)</u>
Net Common Use Outbound Baggage System Requirement (c)	\$18,383,000
Divided by: Enplaned Passengers	<u>10,594,000</u>
Common Use Outbound Baggage System Rate (per enplaned passenger)	<u><u>\$1.74</u></u>

Note: The results shown above are not projections.

- (a) See Illustrative Exhibit A.
- (b) See Section 2.6.1 of the New Rate Methodology.
- (c) Pursuant to Section 2.6.3 of the New Rate Methodology.

Exhibit F

COMMON USE TICKET COUNTER RATE
Illustrative Calculation pursuant to the New Rate Methodology
Los Angeles International Airport
Calendar year

	<u>Hypothetical</u> <u>Year</u>
Non-Signatory Airline Terminal Buildings Rate (a)	\$124.23
Multiplied by: Common Use Ticket Counter space (square feet)	17,000
Common Use Ticket Counter Requirement (b)	<u>\$2,112,000</u>
Divided by: Enplaned Passengers	<u>5,606,000</u>
Common Use Ticket Counter Rate (per enplaned passenger)*	<u><u>\$0.38</u></u>

Note: The results shown above are not projections.

(a) See illustrative Exhibit A.

(b) See Section 2.7.1 Of the New Rate Methodology.

Exhibit G-1

CUSTODIAL RATES
 Illustrative Calculation pursuant to the Tariff
 Los Angeles International Airport
 Calendar year

	<u>Hypothetical Year</u>
CALCULATION OF THE AVERAGE CUSTODIAL RATE	
Payments by LAWA under service contracts	\$3,885,000
Cost to LAWA of providing janitorial services	<u>31,683,000</u>
Custodial Requirement (a)	\$35,568,000
Divided by: Terminal Building space receiving LAWA Custodial (b)	<u>1,756,000</u>
Average Custodial Rate	<u>\$20.26</u>

CALCULATION OF THE CUSTODIAL RATES

	<u>Common Use Areas</u>			
	<u>Holdrooms</u>	<u>Ticket Counters</u>	<u>Outbound Baggage System Areas</u>	<u>Outbound Baggage Claim Areas</u>
Average Custodial Rate	\$20.26	\$20.26	\$20.26	\$20.26
Space	<u>268,000</u>	<u>17,000</u>	<u>152,000</u>	<u>76,000</u>
	\$5,428,000	\$344,000	\$3,079,000	\$1,539,000
Passengers (c)	<u>14,247,000</u>	<u>5,606,000</u>	<u>10,594,000</u>	<u>9,192,000</u>
Custodial Rate (per enpl./depl. passenger)	\$0.38	\$0.06	\$0.29	\$0.17

Note: The results shown above are not projections.

(a) See Section 2.8.1 of the New Rate Methodology.

(b) Terminal Building space receiving LAWA Custodial:

	<u>Sq ft</u>
Common Use Holdrooms	268,000
Common Use Ticket Counters	17,000
Common Use Outbound Baggage System Areas	152,000
Common Use Baggage Claim Areas	<u>76,000</u>
Common Use Areas	513,000
Public Areas	<u>1,243,000</u>
Terminal Building space receiving LAWA Custodial	1,756,000

(c) Only passengers on airlines using the specified Common Use Areas.

Holdrooms: Enplaned passengers in Terminals 1, 2, 3 and TBIT.

Ticket Counters: Enplaned passengers in Terminal 2 (excluding Hawaiian and Air Canada) and TBIT.

Outbound Baggage System Areas: Enplaned passengers in Terminals 1, 2 and 3.

Baggage Claim Areas: Deplaned passengers in Terminals 1, 2 (non-FIS) and 3.

Exhibit G-2

OUTBOUND BAGGAGE SYSTEM MAINTENANCE RATE
Illustrative Calculation pursuant to the Tariff
Los Angeles International Airport
Calendar year:

	Hypothetical
	<u>Year</u>
Payments by LAWA under service contracts	\$3,201,000
Cost to LAWA of providing maintenance services	-
Outbound Baggage System Maintenance Requirement (a)	<u>\$3,201,000</u>
Divided by: Enplaned passengers (b)	<u>10,594,000</u>
Outbound Baggage System Maintenance Rate (per enpl. passenger)	<u><u>\$0.30</u></u>

Note: The results shown above are not projections.

(a) See Section 2.8.2 of the New Rate Methodology.

(b) Enplaned passengers for all Terminals with LAWA-maintained Outbound Baggage Systems (T1, T2 and T3).

Exhibit G-3

TERMINAL AIRLINE SUPPORT SYSTEM RATE
Illustrative Calculation pursuant to the Tariff
Los Angeles International Airport
Calendar year

	Hypothetical Year
Payments by LAWA under service contracts	\$0
Cost to LAWA of providing maintenance services	2,166,000
Terminal Airline Support System Requirement (a)	\$2,166,000
Divided by: Enplaned Passengers (b)	7,008,000
Terminal Airline Support System Rate (per enplaned passenger)	\$0.31

Note: The results shown above are not projections.

To be calculated separately for each Terminal that has a LAWA-provided
Airline Support System.

(a) See Section 2.8.3 of the New Rate Methodology.

(b) Enplaned passengers for all Terminals with LAWA-maintained Terminal Airline
Support Systems (T3 and TBIT).

Exhibit G-4

LOADING BRIDGE RATE -- MAINTENANCE
 Illustrative Calculation pursuant to the Tariff
 Los Angeles International Airport
 Calendar year

		Hypothetical Year		
LOADING BRIDGE RATE -- MAINTENANCE (a)				
O&M Expenses of LAWA-maintained loading bridges		\$1,719,000		
Divided by: Number of LAWA-maintained loading bridges (b)		43		
Loading Bridge Maintenance Charge (per bridge) (c)		\$40,000		
Divided by: Estimated annual turns (per bridge) (weighted)		2,147		
Loading Bridge Maintenance Rate (per full turn) (d)		\$18.63		
Loading Bridge Maintenance Rates (per full turn) (by aircraft class): (e)				
	Loading Bridge Maintenance Rate	Relative charge per turn		
	Class	Weighted Loading Bridge Capital Rate		
	[A]	[B]		
	[A*B]			
	1	\$18.63	3.00	\$55.89
	2	\$18.63	2.00	\$37.26
	3	\$18.63	1.50	\$27.95
	4	\$18.63	1.25	\$23.29
	5	\$18.63	1.00	\$18.63
	6	\$18.63	0.75	\$13.97

Note: The results shown above are not projections.

- (a) See Section 2.8.4 of the New Rate Methodology.
- (b) All bridges in Terminals 1, 2 and 3, and 6 bridges in Terminal 6.
- (c) Per-bridge charge levied to airlines using preferential-use holdrooms.
- (d) Per-turn rate levied to airlines using Common Use Holdrooms.
- (e) Weighting by aircraft class matches the weighting of Common Use Holdroom Rates.
 Expected use of Common Use Holdrooms (by aircraft class):

		Relative charge per turn	Illustrative turns (weighted)
Maintenance:	Class	Illustrative turns	
	1	400	1,200
	2	1,600	3,200
	3	5,400	8,100
	4	1,500	1,900
	5	75,200	75,200
	6	3,600	2,700
		87,700	92,300
Divided by: Number of LAWA-maintained loading bridges			43
Estimated annual turns (per bridge) (weighted)			2,147

Exhibit G-5

LOADING BRIDGE RATE -- CAPITAL
Illustrative Calculation pursuant to the Tariff
Los Angeles International Airport
Calendar Year

			Hypothetical Year
LOADING BRIDGE RATE -- CAPITAL (a)			
Capital costs of LAWA-owned loading bridges			\$1,409,000
Divided by: Number of LAWA-owned loading bridges (b)			86
Loading Bridge Capital Charge (per bridge) (c)			\$16,000
Divided by: Estimated annual turns (per bridge) (weighted)			1,547
Loading Bridge Capital Rate (per full turn) (d)			\$10.35
Loading Bridge Capital Rates (per full turn) (by aircraft class): (e)			
Class	Loading Bridge Capital Rate	Relative charge per turn	Weighted Loading Bridge Capital Rate
	[A]	[B]	[A*B]
1	\$10.35	3.00	\$31.05
2	\$10.35	2.00	\$20.70
3	\$10.35	1.50	\$15.53
4	\$10.35	1.25	\$12.94
5	\$10.35	1.00	\$10.35
6	\$10.35	0.75	\$7.76

Note: The results shown above are not projections.

- (a) See Section 2.8.4 of the New Rate Methodology.
- (b) All bridges in Terminals 1, 2, 3, 6 and TBIT (including remote gates).
- (c) Per-bridge charge levied to airlines using preferential-use holdrooms.
- (d) Per-turn rate levied to airlines using Common Use Holdrooms.
- (e) Weighting by aircraft class matches the weighting of Common Use Holdroom Rates.
 Expected use of Common Use Holdrooms (by aircraft class):

Capital:	Class	Illustrative turns	Relative charge per turn	Illustrative turns (weighted)
	1	1,500	3.00	4,500
	2	6,000	2.00	12,000
	3	14,800	1.50	22,200
	4	1,100	1.25	1,400
	5	85,900	1.00	85,900
	6	8,800	0.75	7,000
		118,100		133,000
Divided by: Number of LAWA-maintained loading bridges				86
Estimated annual turns (per bridge) (weighted)				1,547

Exhibit B

TERMINAL BUILDINGS RATE
Illustrative Calculation pursuant to the Rate Agreement
Los Angeles International Airport
Calendar year

	Hypothetical
	Year
Unified Capital Requirement (a)	
Gross debt service	\$83,400,000
Less: PFC revenues	(52,600,000)
Debt service	\$30,900,000
Debt service coverage	7,700,000
Amortization	30,800,000
Unified Capital Requirement	[A] \$69,400,000
Operations and Maintenance Requirement (b)	[B] 221,700,000
Less: Terminal 4 cost requirement	[C] (33,950,000)
Terminal Buildings Requirement	[D=A+B+C] \$257,200,000
Less: Tier One Terminal Buildings Revenue Sharing (c)	[E] (800,000)
Net Terminal Buildings Requirement	[F=D+E] \$256,400,000
Divided by: Rentable Area (d)	[G] 2,070,000
Terminal Buildings Rate (after Tier One Terminal Buildings Revenue Sharing)	[H=F/G] \$123.86
Signatory Transitional Phase-In (STP) discount	15%
Terminal Buildings Rate (per square foot)	\$105.28

Note: The results shown above are not projections.

- (a) See Section 2.2.1(a) of the New Rate Methodology.
- (b) See Section 2.2.1(b) of the New Rate Methodology.
- (c) See Section 4.1(a) of the Rate Agreement.
- (d) See Section 1 of the New Rate Methodology.

Exhibit C

FIS RATE

Illustrative Calculation pursuant to the Rate Agreement
Los Angeles International Airport
Calendar year

		<u>Hypothetical Year</u>
Capital Costs		
Gross debt service		\$36,400,000
Less: PFC revenues		(9,400,000)
		<u>\$27,100,000</u>
Debt service		\$27,100,000
Debt service coverage		6,800,000
Amortization		<u>2,800,000</u>
Capital Costs	[A]	\$36,700,000
Operations and Maintenance Expenses	[B]	<u>39,700,000</u>
Gross FIS Requirement	[C=A+B]	\$76,400,000
Less: Rental revenue of space in FIS Areas from governmental agencies	[D]	<u>(100,000)</u>
Net FIS Requirement (a)	[E=C+D]	\$76,300,000
Less: Tier One FIS Concession Revenue (b)	[F]	<u>(10,600,000)</u>
Net FIS Requirement	[G=E+F]	\$65,700,000
Divided by: Deplaned International Passengers (c)	[H]	<u>7,300,000</u>
FIS Rate (per deplaned international passenger)	[G/H]	<u>\$9.00</u>

Note: The results shown above are not projections.

- (a) See Section 2.3 of the New Rate Methodology.
- (b) See Section 4.2 of the Rate Agreement.
- (c) See Section 1 of the New Rate Methodology.

Exhibit D

COMMON USE HOLDROOM RATE
Illustrative Calculation pursuant to the Rate Agreement
Los Angeles International Airport
Calendar year

	Hypothetical Year
Signatory Airline Terminal Buildings Rate (a)	\$105.28
Times: Common Use Holdroom Space (square feet)	268,000
Holdroom Requirement (b)	\$28,220,000
Divided by: Estimated Turns (weighted by aircraft class) (c)	117,300
Common Use Holdroom Rate (per full turn)	\$240.58

Common Use Holdroom Rates (per full turn) (by aircraft class): (c)

Class	Common Use Holdroom Rate [A]	Relative charge per turn [B]	Weighted
			Common Use Holdroom Rate [A*B]
1	\$240.58	3.00	\$721.74
2	\$240.58	2.00	\$481.16
3	\$240.58	1.50	\$360.87
4	\$240.58	1.25	\$300.73
5	\$240.58	1.00	\$240.58
6	\$240.58	0.75	\$180.44

Note: The results shown above are not projections.

- (a) See illustrative Exhibit B.
- (b) See Section 2.4.1 of the New Rate Methodology.
- (c) See Section 2.4.2 of the New Rate Methodology.

Expected use of Common Use Holdrooms (by aircraft class)

Class	Illustrative turns	Relative charge per turn	Illustrative turns (weighted)
1	1,500	3.00	4,500
2	6,000	2.00	12,000
3	14,800	1.50	22,200
4	1,100	1.25	1,400
5	74,500	1.00	74,500
6	3,600	0.75	2,700
	101,500		117,300

Exhibit E

COMMON USE BAGGAGE CLAIM SYSTEM RATE
Illustrative Calculation pursuant to the Rate Agreement
Los Angeles International Airport
Calendar year

	Hypothetical Year
Signatory Airline Terminal Buildings Rate (a)	\$105.28
Multiplied by: Common Use Baggage Claim Areas (square feet)	76,000
Common Use Baggage Claim System Requirement (b)	\$8,001,000
Divided by: Deplaned Domestic Passengers	9,192,000
Common Use Baggage Claim System Rate (per deplaned domestic passenger)	\$0.87

Note: The results shown above are not projections.

(a) See illustrative Exhibit B.

(b) See Section 2.5.1 of the New Rate Methodology.

Exhibit F

COMMON USE OUTBOUND BAGGAGE SYSTEM RATE
Illustrative Calculation pursuant to the Rate Agreement
Los Angeles International Airport
Calendar year

	Hypothetical Year
Signatory Airline Terminal Buildings Rate (a)	\$105.28
Multiplied by: Common Use Outbound Baggage System Areas (square feet)	152,000
Common Use Outbound Baggage System Requirement (b)	\$16,003,000
Less: Fees for Terminal 6 common use bag make-up unit (c)	(500,000)
Net Common Use Outbound Baggage System Requirement (c)	\$15,503,000
Divided by: Enplaned Passengers	10,594,000
Common Use Outbound Baggage System Rate (per enplaned passenger)	<u>\$1.46</u>

Note: The results shown above are not projections.

(a) See illustrative Exhibit B.

(b) See Section 2.6.1 of the New Rate Methodology.

(c) Pursuant to Section 2.6.3 of the New Rate Methodology.

Exhibit G

COMMON USE TICKET COUNTER RATE
Illustrative Calculation pursuant to the Rate Agreement
Los Angeles International Airport
Calendar year

	Hypothetical Year
Signatory Airline Terminal Buildings Rate (a)	\$105.28
Multiplied by: Common Use Ticket Counter space (square feet)	17,000
Common Use Ticket Counter Requirement (b)	\$1,790,000
Divided by: Enplaned Passengers	5,606,000
Common Use Ticket Counter Rate (per enplaned passenger)	\$0.32

Note: The results shown above are not projections.

(a) See illustrative Exhibit B.

(b) See Section 2.7.1 of the New Rate Methodology.

Exhibit H

CALCULATION OF TIER ONE REVENUE SHARING
Illustrative Calculation pursuant to the Rate Agreement
Los Angeles International Airport
Calendar year

	<u>Share</u>	<u>Hypothetical Year</u>
TERMINAL BUILDINGS		
Concession Revenues		\$70,800,000
Less: FY 2011 revenues (a)		(69,200,000)
Revenues available for Tier One		\$1,600,000
Tier One Terminal Buildings Concession Revenues	50%	\$800,000
FIS		
FIS Concessions (b)		\$42,600,000
Tier One FIS Concession Revenues	25%	\$10,600,000

Note: Revenues generated in Terminal 4 are excluded.

(a) Escalates at Los Angeles CPI. In 2011, the CPI was 2.70%

(b) Includes duty free and foreign exchange.

Exhibit I

DEPOSIT TO TRIF AND
TIER TWO REVENUE SHARING FUND DISTRIBUTIONS
Illustrative Calculation pursuant to the Rate Agreement
Los Angeles International Airport
Calendar year

		<u>Hypothetical Year</u>
Total Revenues in the Terminals		\$500,000,000
Less: Debt service		(\$58,000,000)
Less: Operations and Maintenance Expenses		(276,000,000)
Less: Required Deposits		(2,100,000)
		<u>(336,100,000)</u>
Net Terminal Cash Flow	[A]	\$163,900,000
TRIF Deposit		
Net Terminal Cash Flow Cap	[B]	\$125,000,000
Annual deposit to TRIF	[C=A<B, then A, otherwise B]	125,000,000
TRIF Balance		
TRIF Cap	[D]	\$500,000,000
TRIF Balance	[E]	<u>520,000,000</u>
Amount in excess of TRIF Cap	[F=E-D, (if E > D)]	\$20,000,000
Tier Two Revenue Sharing Deposit	[50% x F]	\$10,000,000

Tier Two Revenue Sharing Distribution

Airline (a)	Total terminal- area revenues	Relative share of terminal-area revenues	Tier Two Credits
Airline 1	\$30,000,000	45.5%	\$4,500,000
Airline 2	20,000,000	30.3%	3,000,000
Airline 3	10,000,000	15.2%	1,500,000
Airline 4	5,000,000	7.5%	800,000
Airline 5	1,000,000	1.5%	200,000
	<u>\$66,000,000</u>	<u>100.0%</u>	<u>\$10,000,000</u>

Note: The results shown above are not projections.

(a) Only for airlines signatory to the Rate Agreement.

MAINTENANCE SCHEDULE

	All Areas	Premises	Equipment	Terminal Common Area	Building Exterior
Equipment					
Baggage Handling System	NA	NA	Lessee	NA	NA
Passenger Boarding Bridges, 400 Hz aircraft power, pre-conditioned air, potable water	NA	NA	Lessee	NA	
Interline device	NA	NA	Lessee	NA	NA
Hardware, Software, and Disaster Recovery Media, Radios	NA	NA	Lessee	NA	NA
Baggage carousels	NA	NA	Lessee	NA	NA
Signage	NA	NA	Lessee	NA	NA
Baggage Handling System Impact Protection	NA	NA	Lessee	NA	NA
Base Building Systems					
Fire sprinkler and Fire-Life-Safety systems	Landlord, unless modified by Lessee				
Master electrical panels and main electrical equipment	Landlord				
Electrical equipment, sub-panels, and distributions	NA	Lessee	Lessee	Landlord	Landlord
Light bulbs, fixtures, and components	NA	Lessee	Lessee	Landlord	Landlord
Light bulbs above sort piers, mainline sortation subsystem and early bag storage subsystem	NA	NA	Lessee	NA	NA
Telephone and data lines	NA	Lessee	Lessee	Landlord	NA
Plumbing systems from source to Landlord main	NA	Lessee	NA	Landlord	Landlord
Main water and sewer lines	Landlord	NA	NA	NA	NA
HVAC systems connected to Landlord provided chilled/hot water	Landlord	NA	NA	NA	NA
HVAC standalone systems	NA	Lessee	NA	NA	NA
LAWA ACAMS	Landlord	NA	NA	NA	NA
Pavement					
Spill removal	Lessee	NA	NA	NA	NA
Surface markings, including lead-in lines, nose wheel, aircraft safety envelope, and equipment staging	NA	Lessee	NA	Landlord	Landlord
Paved surfaces	NA	Lessee	NA	Landlord	Landlord
Scheduled ramp sweeping, scrubbing	NA	Lessee	NA	Landlord	Landlord
Guardrails protecting Landlord property	NA	NA	NA	NA	Landlord
Ramp-side dumpster and trash removal	Landlord	NA	NA	NA	NA
Structural					
Building exterior and roof, incl. glass	Landlord	NA	NA	NA	NA
Entrance doors from/to or within Premises, incl. locks	NA	Lessee	NA	NA	NA
Carpeted areas: interior partitions, doors, finishes, furnishings, treatments	NA	Lessee	NA	Landlord	NA
Hard floor areas: including restrooms, interior partitions, doors, finishes, furnishings, treatments	NA	Lessee	NA	Landlord	NA
Janitorial					
Passenger Boarding Bridges	NA	NA	Lessee	NA	NA
In and around Baggage Handling System	NA	Lessee	Lessee	NA	Lessee
Carpeted areas: floor, furnishings, trash receptacles	NA	Lessee	Lessee	Landlord	NA
Hard floor areas, including restrooms, floors, furnishings, and trash receptacles	NA	Lessee	NA	Landlord	NA
Scheduled ramp sweeping, scrubbing	Landlord	NA	NA	NA	NA
High areas, including ceilings	NA	Lessee	Lessee	Landlord	NA
Apron area	Landlord				

*This document is subject to change based on the provisions of the Amendment to the Lease and License Agreement.