

2016 AIRLINE COMPETITION PLAN UPDATE

Submitted for the
Minneapolis-St. Paul International Airport



On behalf of the
Metropolitan Airports Commission

September 7, 2016

INTRODUCTION

Under the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (“AIR-21”), large and medium hub airports at which one or two carriers control more than 50% of the passenger boardings are required to submit competition plans. *See* 49 U.S.C. § 47106(f). Competition plan and update requirements are currently set out in the *Airport Improvement Program Handbook*, FAA Order 5100.38D, App. X (Sept. 30, 2014) (“AIP Handbook App. X”).

The Metropolitan Airports Commission owns, operates, and is the sponsor of the Minneapolis-St. Paul International Airport (“MSP” or “Airport”). The Airport meets the standards set out in AIR-21; it is a large hub airport at which more than 50% of its enplanements are controlled by a single carrier, Delta Air Lines.¹ In compliance with its statutory requirements, MAC filed a: 2000 Airline Competition Plan, 2001 Update, 2004 Update, and 2008 Update for MSP. In accordance with the provisions of the AIP Handbook App. X, MAC is required to submit a new update for MSP if it: (1) denies access to an air carrier for gates or facilities, or (2) executes a new master lease and use agreement or (3) significantly amended an existing lease and use agreement.

MAC has not denied access to an air carrier for gates or facilities at MSP. However, MAC has amended the existing master lease and use agreement at the Airport.

SUMMARY

In 2011, MAC amended the Airline Operating and Terminal Building Lease (“Airline Agreement”) with Delta Air Lines by entering into a Fifth Amendment (“Delta’s 5th Amendment”), which shifted operational control of Concourse G from Delta to MAC, effective January 1, 2016. In 2012, MAC submitted a letter to FAA describing the contents of Delta’s 5th Amendment (attached as Exhibit A). FAA responded indicating that the terms of amendment did not require a competition plan update (attached as Exhibit B). Attached is a copy of the Delta’s 5th Amendment (attached as Exhibit C).

Since then, MAC has executed several additional amendments to the Airline Agreement with Delta and the other airlines operating at the Airport as described below.

I. DELTA’S 6th AMENDMENT

The Sixth Amendment to Airline Operating Agreement and Terminal Building Lease with Delta Air Lines entered into on or about November 2015 (“Delta’s 6th Amendment” attached as Exhibit D), establishes the terms for Delta’s continued management and operation of Terminal 1’s *common use* Outbound Baggage Handling System (“Outbound BHS”).

Inline checked baggage screening functions began at Terminal 1 in 2007. Construction of the original system was funded by Transportation Security Administration grants and Airport funds. MAC owns the Outbound BHS; and at the time of this Amendment Delta owned their outbound baggage handling system. However, because until 2014 Delta was the only Terminal 1 airline whose checked baggage could be screened via the Outbound BHS (checked baggage for other Terminal 1 airlines continued to be screened using screening devices located in the ticketing

¹ As of December 31, 2015, Delta Air Lines enplaned 73% of MSP passengers. This is proportionally similar to Delta’s enplanements when MAC submitted its 2008 Competition Plan Update.

lobby), Delta took responsibility for the maintenance of the Outbound BHS and contracted with a third party maintenance provider, assuming complete responsibility for the cost of such maintenance.

In 2013, funding sources (TSA, PFC, MAC internal funds) were confirmed to expand the Outbound BHS to include all other airline operations in Terminal 1. The expanded Outbound BHS became operational in October 2014.

MAC, Delta, and the other Terminal 1 airlines agreed that expanding Delta's third party contract for maintenance of the Outbound BHS would be the most cost efficient method of maintaining the expanded system. Under the terms of Delta's 6th Amendment, Delta pays for the maintenance contract up front, and then communicates the costs to MAC without markup. MAC, in turn, invoices the other Terminal 1 airlines proportionally based on each airline's share of enplanements. Upon receipt of payment from the other Terminal 1 airlines, MAC reimburses Delta without markup. If Delta ceases to operate and maintain the Outbound BHS, MAC has the ability to take over operation and maintenance responsibility.

II. 2014 AMENDMENT

The 2014 Terminal 1-Lindbergh Amendment to Airline Operating Agreement and Terminal Building Lease ("2014 Amendment" attached as Exhibit E), was entered into with the Terminal 1 airlines other than Delta in late 2014 and early 2015 to accommodate the changes described in Section I above. Thus, the 2014 Amendment is a companion amendment to Delta's 6th Amendment, and was made between MAC and: Alaska Airlines, American Airlines, Air Canada, Frontier, Great Lakes, and United Airlines. The 2014 Amendment establishes MAC ownership of the Outbound BHS (airlines had previously owned their individual outbound baggage devices), and addresses the space allocation surrounding the new outbound baggage carousels. The 2014 Amendment also addresses how the operations and maintenance costs for the Outbound BHS are allocated among the airlines.

III. DELTA'S 7th AMENDMENT

The Seventh Amendment to Airline Operating Agreement and Terminal Building Lease with Delta Air Lines on or about February 2016 ("Delta's 7th Amendment" attached as Exhibit F) was made effective retroactive to January 1, 2015. Delta's 7th Amendment, and similar agreements entered with the other airlines operating at the Airport (see Section IV below), aims to maintain and improve MSP's cost competitiveness. The principal features are:

A. CALCULATION OF RENTS, FEES, AND CHARGES - SUPPLEMENTAL REVENUE SHARING

Articles III and IV amend the concession revenue share provisions previously agreed to with the signatory airlines in 2007. Section I.3 of each Article details how MAC shares additional concessions revenue, as long as certain revenue and enplanement thresholds are met. The Supplemental Revenue Sharing to the airlines for 2015 was \$2.8 million, and is estimated to be \$3.1 million in 2016. All passenger signatory airlines at MSP receive a portion of the Supplemental Revenue Sharing. Cargo-only airlines do not currently receive any concessions revenue sharing, and will not receive any Supplemental Revenue Sharing.

B. CALCULATION OF RENTS, FEES, AND CHARGES – AIRLINE PASSENGER SERVICES

Articles V and VI provide that MAC is to be reimbursed for the cost of providing porter services and security line management services, in lieu of the airlines providing such services.

C. CAPTIAL EXPENDITURES - USE OF PFC REVENUES

Article VII, paragraph A.4.d. of the 7th Amendment details how, commencing in Fiscal Year 2015, MAC plans to secure additional leveraging of PFC revenues for capital projects associated with the 2010 Bonds, allowing up to 50 percent of total PFC revenues generated to be applied to debt service. All signatory airlines at MSP will benefit, as this change will result in approximately a \$205,000 reduction in airline rates and charges. MAC was not using PFC revenues for capital projects associated with the 2010 Series A&B bonds, so MAC evaluated whether that could be done.

The 7th Amendment did not change any of the Majority-In-Interest (MII) provisions

D. SUPPLEMENTAL AGREEMENTS – DELTA BAGGAGE SYSTEM

Article VIII provides that MAC is to acquire the remaining portion of the T1 outbound baggage handling system that is owned by Delta. As a result of the changes associated with the Delta’s 6th Amendment and the 2014 Amendment (see Section I and II above), MAC currently owns the entire outbound baggage system at MSP, with the exception of Delta’s outbound system. Once this purchase takes place, MAC will then own all baggage handling systems at MSP.

IV. 2015A, 2015B, AND 2015C AMENDMENTS

The 2015A, 2015B, and 2015C Amendments to Airline Operating Agreement and Terminal Building Lease entered into on or about February and May 2016 (“2015 Amendments” attached as Exhibit G, Exhibit H, and Exhibit I), harmonize the terms of the Airline Agreement for all other airlines at MSP with the terms of Delta’s Airline Agreement, with the exception of Term and a vacancy surcharge that is no longer applicable.

A. DEFINITIONS

Article II incorporates a number of definitions from Delta’s 5th Amendment that were not effective for all Terminal 1 airlines until January 1, 2016, when operational control of Concourse G transferred from Delta to MAC.

B. TERM

Article III sets the Term to which different airlines have agreed, as follows:

1. 2015A Amendment – Exhibit G

The Airline Agreement's Term for the following airlines terminates on December 31, 2018:

- ABX Air
- Air Wisconsin
- Air France
- Alaska Airlines
- American Airlines
- Envoy
- Atlas Air Cargo
- Condor
- Express Jet Airlines
- Frontier Airlines
- GoJet Airlines
- Icelandair
- Republic Airlines
- Shuttle America
- SkyWest
- Southwest Airlines
- Spirit Airlines
- Sun Country Airlines
- United Airlines

In 2007, MAC extended the Term of Northwest Airline's Airline Agreement to December 31, 2020. MAC offered the same extension to all airlines operating at MSP. The airlines listed above did not accept the Term extension offer, but instead agreed to a Term expiring on December 31, 2018.

2. 2015B Amendment – Exhibit H

The Airline Agreement's Term for the following airlines terminates on December 31, 2020:

- Air Canada
- Air Transport International
- Bemidji Aviation
- Compass Airlines
- Federal Express
- KLM Royal Dutch Airlines
- Omni Air International
- Endeavor
- UPS

In 2007, MAC extended the Term of Northwest Airline's Airline Agreement to December 31, 2020. MAC offered the same extension to all airlines operating at MSP. The airlines listed above accepted a Term expiring on December 31, 2020.

3. 2015C Amendment – Exhibit I

The Airline Agreement's Term for the airlines listed below is through December 31, 2018. MAC or each respective airline may terminate the Airline Agreement by providing 30-days advanced written notice to the other party.

- Air Choice One
- Boutique Air

The 30-day cancellation provision was offered only to airlines operating at MSP pursuant to Essential Air Service ("EAS") contracts. The provision allows EAS airlines to exit MSP without any remaining long-term commitments (except for liability or indemnification provisions that survive the expiration or early termination of the agreement).

C. USE OF THE AIRPORT

Article IV is identical to Article IV in Delta's 5th Amendment, which provides for the delivery of concessionaire goods and services to customers located within the airline's holdroom areas.

D. PREMISES

Article V is identical to Article II of the 2014 Amendment, which provides for the airlines' lease areas. Inclusion of these provisions prevents the need for future airlines to execute the 2014 Amendment.

E. RENTS, FEES, AND CHARGES

Article VI implements provisions from Article IV of the 2014 Amendment. Inclusion of these provisions prevents the need for future airlines to execute the 2014 Amendment.

F. CALCULATION OF RENTS, FEES, AND CHARGES – SUPPLEMENTAL REVENUE SHARING

Articles VII and VIII are identical to Articles III and IV of Delta's 7th Amendment, which provide for the sharing of concession revenue with all passenger airlines.

G. CALCULATION OF RENTS, FEES, AND CHARGES – AIRLINE PASSENGER SERVICES

Article IX is identical to Article V of the 2014 Amendment and Article V of Delta's 7th Amendment, which provide for the allocation of outbound baggage area fees and costs associated with porter and security line management services provided by MAC.

Inclusion of these provisions prevents the need for future airlines to execute the 2014 Amendment.

H. CAPITAL EXPENDITURES – USE OF PFC REVENUES

Article X is identical to Article VII of Delta’s 7th Amendment.

I. OPERATION AND MAINTENANCE OF OUTBOUND BHS

Article XI is identical to Article III of the 2014 Amendment, providing for the operation and maintenance of the Outbound BHS by Delta Air Lines. Inclusion of these provisions prevents the need for future airlines to execute the 2014 Amendment.

J. SUPPLEMENTAL AGREEMENTS

Article XII implements provisions from Delta’s 5th Amendment, allowing MAC, at its discretion, to provide for or replace passenger loading bridges within Terminal 1.

K. SUPPLEMENTAL AGREEMENTS – DELTA BAGGAGE SYSTEM

Article XIII is identical to Article VIII of Delta’s 7th Amendment, providing for the acquisition by MAC of Delta’s baggage system in Terminal 1.

L. GENERAL PROVISIONS

Article XIII is identical to Article VII of Delta’s 5th Amendment, setting forth responsibility for the provision of accessible facilities to individuals with disabilities.

L. EXHIBITS UPDATED

Article XIV is identical to Article 4 of Delta’s 6th Amendment, providing that Exhibit J “Premises” will be updated when construction of the common use Outbound BHS is completed.

L. OBSOLETE BAGGAGE SYSTEMS

Article XV is identical to Article VII in the 2014 Amendment, which provides for the airline relinquishment of obsolete baggage systems in Terminal 1. Inclusion of these provisions prevents the need for future airlines to complete the 2014 Amendment.

IV. CONCLUSION

This completes the submission of the 2016 Competition Plan Update for the Minneapolis - St. Paul International Airport. This update summarizes the six Amendments completed to the Airline Operating Agreement and Terminal Building Lease, to maintain and improve MSP as a cost competitive airport in the United States.



Minneapolis-Saint Paul International Airport

6040 - 28th Avenue South • Minneapolis, MN 55450-2799

Phone (612) 726-8100

Office of Executive Director

December 17, 2012

Mr. Gordon Nelson
Program Manager
Federal Aviation Administration
Airports District Office
6020 28th Avenue South
Minneapolis, MN 55450-2706

Re: Metropolitan Airports Commission's 2008 Airline Operating Agreement and Terminal Building Lease Amendments

Dear Mr. Nelson:

In accordance with the requirements of Section 155 of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21), the Metropolitan Airports Commission (MAC) has submitted four Competition Plan documents: 2000 Competition Plan, 2001 Update, 2004 Update, and 2008 Update. Based on feedback received from FAA in conjunction with each of these submissions, MAC is not required to submit an additional Competition Plan or Update.

In late 2011 and 2012, MAC completed two Amendments to the Airline Operating Agreement and Terminal Building Lease. One amendment affects Delta Air Lines, the other amendment affects twenty other signatory airlines (listed on page 2).

MAC does not believe the contents of either Amendment impact the airline competition environment at MSP, but we do believe it is prudent to provide FAA with a copy of both Amendments to review. The following is a brief summary of each Amendment.

Delta Air Lines 5th Amendment

This Amendment primarily adjusts terms associated with Delta's concession operation on Concourse G, and officially establishes that MAC will takeover operational control of Concourse G effective January 1, 2016. Such takeover has always been contemplated by MAC and Delta, but the terms and conditions regarding how and exactly when that takeover would occur had not been previously established. In 2016, MAC will operate and lease Concourse G in the same fashion MAC operates and leases all other Terminal 1-Lindbergh concourses. This Amendment also details some changes regarding ownership and maintenance of passenger boarding bridges, and adds language regarding ADA rules of the Department of Transportation.

2011 Amendment

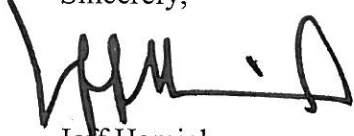
This Amendment is applicable to the following airlines operating at MSP: ABX Air, AirTran, Air Wisconsin, Alaska, American, American Eagle, Atlas, Express Jet, Frontier, GoJet, Great Lakes, Icelandair, Republic, Shuttle America, Skywest, Southwest, Spirit, Sun Country, United, and US Airways.

The primary action of this Amendment extends the Term of each airline's agreement to December 31, 2015. Delta's Term was extended to December 31, 2020 in 2007, and at that time each airline was given the option to extend their Term to the same date. Most of the airlines listed above chose to not extend the Term of their agreement (some were not operating at MSP at the time), so MAC determined and the airlines agreed that it made sense to extend the Term to December 31, 2015. This termination date will allow MAC to review in 2014 and 2015 how MAC's operational control of Concourse G will affect Terminal 1 – Lindbergh rates and charges in 2016. At this time, it is anticipated that MAC's operational control of Concourse G will positively benefit the airlines operating in Terminal 1 – Lindbergh by lowering terminal building rates and charges.

One other provision unique to this Amendment that is not reflected in Delta's 5th Amendment is the Lindbergh Terminal Vacancy Surcharge. As a result of space relinquishments by Alaska, American, United and US Airways following the expiration of their lease agreements in 2010, MAC sought to recover a portion of this rental revenue. MAC discussed and reached agreement with the airlines to impose a \$1.00 per square foot surcharge against the total square footage of each airline in 2012 and 2013. In the event enough of the vacated space is leased by another entity allowing MAC to recover more revenue than planned, MAC has the ability to reduce the surcharge.

Other provisions of this Amendment synchronize some Definitions, Use of the Airport, Passenger Boarding Bridge, and Compliance with Law provisions with Delta's 5th Amendment. If you have any questions arising from your review of this information, please do not hesitate to contact either myself or Brian Peters at brian.peters@mspmact.org or 612-726-8137.

Sincerely,



Jeff Hamiel
Executive Director/CEO
612-726-8188
jeff.hamiel@mspmact.org

Enclosures – Delta 5th Amendment
2011 Amendment (US Airways as example)

Exhibit B

Peters, Brian

From: Gordon.Nelson@faa.gov
Sent: Friday, March 22, 2013 4:00 PM
To: Peters, Brian
Cc: Johnson, Eric; Biddle, Richard; Anderson, Tom; Christopher.Huginin@faa.gov; Andy.PEEK@faa.gov; Nancy.Nistler@faa.gov
Subject: RE: MAC Competition Plan Status

Brian:

By letter dated December 17, 2012, Jeff Hamiel provided information to the ADO regarding two recent Amendments to the Airline Operating Agreement and Terminal Building Lease. That information was forwarded to Headquarters for their review. The determination has been made that MAC does NOT need to submit a Competition Plan update for MSP at this time. The MSP lease Amendments were not deemed as significant.

Thank you for your input.

Gordon Nelson
Program Manager
MSP-ADO
612-253-4633

From: "Peters, Brian" <Brian.Peters@mspmac.org>
AGL-MSP-ADO, Minneapolis, MN
To: Gordon Nelson/AGL/FAA@FAA,
Cc: "Biddle, Richard" <Richard.Biddle@mspmac.org>, "Anderson, Tom" <Tom.Anderson@mspmac.org>, "Johnson, Eric" <Eric.Johnson@mspmac.org>
Date: 11/07/2012 09:46 AM
Subject: RE: MAC Competition Plan Status

Hello Gordon:

Two Amendments have been completed between MAC and the airlines operating at MSP in 2012 – one applicable for Delta Air Lines, and the other applicable for twenty signatory airlines. Execution of the Amendment for the twenty signatory airlines was completed on October 25, 2012. Although MAC does not believe that any of the changes included with these Amendments is significant enough to trigger the need for an update of the Competition Plan, MAC will be providing written information regarding the details of the Amendments within the next several weeks for FAA's review. Do not hesitate to contact us with any questions

Regards,

Brian J. Peters
Assistant Director, Commercial Management & Airline Affairs
Air Service Business Development
Metropolitan Airports Commission
Minneapolis-St. Paul International Airport

3/22/2013

612-726-8137

brian.peters@mspmac.org

Visit MSP: www.msPAIRport.com

www.metroairports.org

From: Gordon.Nelson@faa.gov [<mailto:Gordon.Nelson@faa.gov>]

Sent: Thursday, October 18, 2012 10:58 AM

To: Biddle, Richard

Cc: Rief, Bridget; Anderson, Pat; Busch, Steve

Subject: MAC Competition Plan Status

Rick:

Attached is the MAC transmittal letter for the latest update to its Competition Plan (2008). We have been asked to contact the MAC to determine whether or not it is in the process of drafting new or significantly amended lease agreements which would trigger the need for an update of the plan.

If an update is needed, FAA cannot execute an AIP grant (PGL 04-08) or approve a PFC impose or impose/use application (Part 158.19) until HQ completes their determination.

The following is an excerpt from Program Guidance Letter 04-08:

Beginning in FY 2005, a covered airport that has submitted an approved Competition Plan and two approved plan updates will no longer need to submit periodic written Plan updates unless one of the following special conditions arise:

✍ An airport files a competitive access report as required by Section 424 of Vision 100, codified as 49 U.S.C. 47107 (s) stating it had denied access to an air carrier for gates or facilities within the last six months. Section 424 requires any medium or large airport that has denied a carrier's request or requests for access to file a report with the FAA describing the carrier's requests, providing an explanation as to why the requests could not be accommodated, and providing a time frame within which, if any, the airport will be able to accommodate the requests. Reports are due each February and August. As described more fully in this guidance letter, the FAA expects the airport's written Competition Plan to detail any changes since the previous submittal and any issues raised in the FAA's approval letter.

✍ An airport executes a new master lease and use agreement, or significantly amends a lease and use agreement, including an amendment due to use of PFC financing for gates. At these airports, the Plan update would be limited to submitting to the FAA a copy of the airport's new lease and use agreement along with a summary of the agreement. The FAA will review the agreement for consistency with applicable Federal requirements for airport access and compliance with successful implementation of its previous Competition Plan approvals. In light of the significant Federal interest in the leasing and financing practices and arrangements embodied in a new master use and lease agreement or amended use and lease agreement, the FAA encourages airports to consult with the FAA about new lease provisions and to provide the FAA the opportunity to review the new or amended provisions prior to formal execution.

Gordon Nelson
Program Manager
MSP-ADO

3/22/2013

**FIFTH AMENDMENT TO
AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE
MINNEAPOLIS-ST. PAUL INTERNATIONAL AIRPORT**

This Fifth Amendment to Airline Operating Agreement and Terminal Building Lease (the “Fifth Amendment”) is entered into as of the ___ day of December, 2011, by and between the Metropolitan Airports Commission, a public corporation under the laws of the State of Minnesota (hereinafter referred to as “MAC” or “Commission”), and Delta Air Lines, Inc., successor to Northwest Airlines, Inc., a corporation organized and existing under the laws of Delaware and authorized to do business in the State of Minnesota (hereinafter referred to as “AIRLINE” or “DELTA”).

WHEREAS, MAC and AIRLINE (through its predecessor in interest, Northwest Airlines Inc.) entered into an Airline Operating Agreement and Terminal Building Lease effective January 1, 1999 and amended such agreement through the First Amendment, Second Amendment, Amended and Restated Third Amendment, and Fourth Amendment (collectively, “Lease” or “Agreement”).

WHEREAS, the Lease provides for AIRLINE as the exclusive lessee of the entire G Concourse through December 31, 2015.

WHEREAS, starting January, 1, 2016 MAC will assume operational control of the G Concourse and AIRLINE will lease from MAC only certain defined areas of the G Concourse.

WHEREAS, MAC and AIRLINE desire to revamp the concessions program within the G Concourse and have agreed upon a new concessionaire.

WHEREAS, this new concessionaire’s agreement term is expected to exceed AIRLINE’S exclusive G Concourse lease term.

NOW THEREFORE, in consideration of the foregoing, the parties agree to amend the Lease as follows:

I. INCORPORATION OF AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

Except as set forth in this Fifth Amendment, the Lease shall remain in full force and effect. In the event of a conflict between this Fifth Amendment and the Lease, the provisions of this Fifth Amendment shall control.

II. DEFINITIONS

All capitalized terms used in this Fifth Amendment but not defined herein shall have the meanings given them in the Lease. Effective when indicated, the following terms, as used herein and in the Lease, shall have the meanings set forth below and, to the extent any such term was defined in the Lease, the definition contained in the Lease shall be deleted and replaced with the definition for such term set forth below:

- A. Effective the date of this Fifth Amendment:
 - 1. “G Concourse Concessionaire” means OTG Management Midwest, L.L.C., as the operator under the G Concourse Concession Agreement.
 - 2. “G Concourse Concession Agreement” means that certain Concession Agreement for Food and Beverage and Retail Concessions among AIRLINE, MAC and G Concourse Concessionaire.

Exhibit C

3. “Terminal Building” mean the passenger terminal buildings known as the Lindbergh Terminal, the Southwest Addition, Concourses A,B,C,D,E, and F, as shown on Exhibit C, including but not limited to, underground parking beneath the Lindbergh Terminal, a portion of the auto rental/parking/terminal people mover, the Ground Transportation Center (the “GTC”), skyways, and the Energy Management Center, the Delta Sky Club, and the non-Delta portion of the IAF penthouse space, together with additions and/or changes thereto (excluding the G Concourse, but including the IAF).
 4. “G Concourse” (formally known as “Gold Concourse”) means the original Loading Pier A which consists of gates 1-9, the Loading Pier A Extension which consists of the balance of the gates (gates 10 through the end of the concourse) (but excluding the Delta Sky Club), and the Delta portion of the IAF penthouse space (but excluding the non-Delta portion of the IAF penthouse space), all as more specifically depicted on Exhibit E.
 5. “Concessionaires” means Food and Beverage Concessions or Merchandise Concessions.
- B. Effective January 1, 2016:**
1. “Food and Beverage Concessions” means companies or other business organizations that principally sell consumable food or beverages items, excluding vending operations, to the traveling public at the Lindbergh or Humphrey Terminals, pursuant to concessions agreements with MAC.
 2. “Humphrey Terminal Repair and Replacement Surcharge” shall be equal to 8.7 percent (8.7 %) of the Repair and Replacement Amount. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
 3. “Lindbergh Terminal Repair and Replacement Surcharge” shall be equal to 21.9 percent (21.9 %) of the Repair and Replacement Amount divided by Airline Rented Space. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
 4. “Landing Fee Repair and Replacement Amount” shall be equal to 65.6 percent (65.6 %) of the Repair and Replacement Amount. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
 5. “Merchandise Concessions” means companies or other business organizations that principally sell retail or news products, excluding automated vending items, to the traveling public at the Lindbergh or Humphrey Terminals, pursuant to concessions agreements with MAC.
 6. “Repair and Replacement Amount” means a \$20,909,407 deposit for Fiscal Year 2016, and increased by three percent (3%) per annum for each Fiscal Year thereafter compounded annually (i.e., \$21,536,741 in Fiscal Year 2017, \$22,182,843 in Fiscal Year 2018, etc.) to a Repair and Replacement subaccount within the construction fund to be expended for major maintenance and minor (less than \$2 million) capital projects, except for automobile parking facilities and roadways.
 7. “Terminal Apron Repair and Replacement Amount” shall be equal to 3.9 percent (3.9 %) of the Repair and Replacement Amount. This allocation shall may adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.

8. "Terminal Building" means the passenger terminal buildings known as the Lindbergh Terminal, the Southwest Addition, Concourses A,B,C,D,E,F, and G, as shown on Exhibit C, including but not limited to, underground parking beneath the Lindbergh Terminal, a portion of the auto rental/parking/terminal people mover, the Ground Transportation Center (the "GTC"), skyways, the IAF, and the Energy Management Center, the Delta Sky Club, together with additions and/or changes thereto.

III. TERM

Effective the date of this Fifth Amendment, Article II "Term" of the Lease, as amended via the Amended and Restated Third Amendment, is hereby deleted in its entirety and replaced with the following:

II. TERM

The term of this Agreement (the "Term") shall begin on January 1, 1999 and end December 31, 2020.

IV. USE OF THE AIRPORT

Effective the date of this Fifth Amendment for the Terminal Building (excluding the G Concourse) and effective January 1, 2016 for the G Concourse, Article III.B.2. is hereby deleted and replaced with the following:

B. EXCLUSIONS, RESERVATIONS, AND CONDITIONS

2. MAC reserves the right to contract for the sale to the public of food, beverages (including alcoholic beverages), tobacco, merchandise, personal services, and business services within the Terminal Complex, and to charge for the privilege so to do. Subject to the conditions set forth below, AIRLINE hereby consents to allow any Concessionaires within the Airport, if so authorized by MAC, to deliver goods (food and alcohol included) to any customer located within AIRLINE's holdroom areas. This consent includes allowing the Concessionaires to enter the AIRLINE's holdroom area for the purpose of delivering goods to the customer and securing payment. AIRLINE also consents to allow vendors, deliveries, and the general public to have reasonable access, through its holdrooms, to any concessions space which requires such access. The foregoing consent is given subject to the following conditions:

- a. MAC shall not allow any use of AIRLINE's holdroom areas by any Concessionaire in any way that could, as reasonably determined by AIRLINE, adversely impact AIRLINE's conduct of its airline operations from such holdrooms. At AIRLINE's request, MAC shall limit or modify Concessionaire's activities in AIRLINE's holdroom areas if necessary to prevent interference with AIRLINE's operations in or from such areas.

- b. Prior to allowing any Concessionaires access to AIRLINE's holdroom areas for the purposes described in this Article III.B.2, MAC shall require such Concessionaires to indemnify AIRLINE to the same extent such Concessionaires indemnify MAC with respect to claims and damages that arise out of Concessionaires' operations in AIRLINE's holdroom areas and to add AIRLINE as an additional insured to Concessionaires' liability insurance policies required under MAC's agreement with such Concessionaires.

MAC shall not authorize any other activity by any Concessionaire within AIRLINE's holdroom area without first consulting with AIRLINE in good faith and giving AIRLINE a reasonable opportunity to voice any objections it may have to such activity. However, if such activity involves the construction of improvements or placement of

property in the AIRLINE'S holdroom area, consent by AIRLINE will be required and may be granted or withheld in AIRLINE'S sole discretion.

V. CALCULATION OF RENTS, FEES, AND CHARGES

Effective January 1, 2016, Article VI (Alternate), "Calculation of Rents, Fees and Charges, Section G "IAF Use Fees" and Section I "Revenue Sharing" as added via the Amended and Restated Third Amendment and Exhibit N are hereby deleted and replaced with the following and an updated Exhibit N:

VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES.

G. IAF USE FEES

The IAF use fee for use of the IAF shall be effective through December 31, 2020 and shall be based upon:

1. The cost of the maintenance and operation of the International Arrivals Facility which may include, but is not limited to:
 - a. utilities;
 - b. cleaning;
 - c. maintenance (including the costs of maintaining the security equipment that existed as of April 1998);
 - d. police, fire, and administrative cost allocation;
 - e. costs of providing passenger baggage carts, if any;
 - f. costs of providing staff parking for federal inspections agency staff; and
 - g. \$4.17 per square foot recoupment for lost rental area in the G Concourse.
2. Costs associated with the operation of dual international arrivals facility locations at the Airport, based on the appropriate allocation of costs between the two facilities, not otherwise funded by the federal inspections agencies including, but not limited to additional personnel and equipment used by those agencies; and
3. Debt Service, if any; and

Items (1) through (3) above, for which AIRLINE will be billed monthly, shall be set annually at an estimated charge through MAC's budget process and then adjusted at year end for actual costs pursuant to certified audit by MAC's external auditors and such difference shall be charged or credited to AIRLINE and paid by AIRLINE or MAC within thirty (30) days thereafter.

I. REVENUE SHARING

1. Beginning January 1, 2016, subject to Section XII of the Amended and Restated Third Amendment to the Airline Operating Agreement and Terminal Building Lease, in conjunction with its Year End Adjustments of Rents, Fees and Charges, MAC will rebate to AIRLINE a portion of the Annual Gross Revenues for Selected Concessions for the most recent Fiscal Year under the following schedule ("Revenue Sharing") (all dollar amounts set forth in this Article VI (Alternate) shall apply for 2016 only and shall be escalated for each Fiscal Year after 2016 on an annual compounded basis by the Selected Concession Revenue Escalation Factor):
 - a. If Annual Gross Revenues for the Selected Concessions for 2016 are between \$44,042,802 and \$56,903,300 for the Fiscal Year, 25% of gross revenues;

therein. All of the provisions of this Article XIII. Section A. shall expire December 31, 2015.

2. TERM

Occupancy of the G Concourse by Delta shall continue pursuant to the provisions contained in this Article through December 31, 2015.

3. USE OF THE G CONCOURSE

a. Subject to the understanding and agreement of DELTA that the G Concourse is for the use of the traveling public incident to operation of aircraft and incidental Airport operations to, at and from the G Concourse, DELTA hereby leases that area of the Terminal Complex identified as the G Concourse and shall have the right to operate in such area and/or sublease to others space and/or concessions for the sale of food and beverages, newsstand and other vending operations normally carried on and conducted in air passenger terminals, provided that consent of MAC shall first be procured for any such subleasing agreements to ensure that such concessions shall not violate the rights of concessionaires within the Terminal Building and area under agreement with MAC. DELTA shall file with MAC copies of agreements entered into with any such sublessee/concessionaires covering such operations.

i) All revenues from such subleasing and/or concessions may be retained by DELTA, and the foregoing rights of DELTA within the G Concourse shall be in addition to DELTA's operating rights pursuant to this Agreement, subject, however, to the following provision.

ii) DELTA, upon application of the rental auto, parking and/or insurance concessionaires at the Airport, or upon application of other ground transportation operators, shall furnish and rent to such applicants at a fair per square foot rental rate, adequate and sufficient floor space within the G Concourse for the conduct of such concessionaire's business for the air-traveling public making use of the G Concourse, but concession revenues from such operations shall not be retained by DELTA but shall be paid to MAC by DELTA.

b. The G Concourse, as a facility for use by the traveling public, shall be subject to laws, rules, regulations and ordinances having application elsewhere within the Terminal Building, and DELTA hereby authorizes the presence of the Airport police within said G Concourse and upon the loading ramp area fronting on the same for purposes of police control and enforcement of such laws, rules, regulations or ordinances.

c. Except as otherwise provided in A.3.a. of this Section, DELTA shall not at anytime assign, transfer, convey, sublet, mortgage, pledge, or encumber its interest under this Article, or any part of the associated Terminal Ramp, or any other right granted under

this Article to any party other than a wholly owned subsidiary of DELTA or a successor of DELTA by merger or acquisition, without first offering to assign or sublet such interest to MAC.

- d.** Beginning January 1, 2012, DELTA shall replace existing concessions on the G Concourse as approved by MAC and as further set forth in the G Concourse Concession Agreement. DELTA shall remain responsible to oversee the installation and construction of the leasehold and gatehold improvements by or on behalf of G Concourse Concessionaire and will defend and indemnify MAC from any and all claims and liens arising from the construction and installation of said improvements or from any repair or remodeling of said improvements.

4. MAINTENANCE, REPAIR, AND ADMINISTRATIVE COSTS.

- a.** DELTA shall pay all costs of operations to, at or from the G Concourse, including, without limiting the foregoing, cost of utilities, custodial services, repair, maintenance, police, fire and administrative expense allocable to the facility (based upon gross square footage in the Terminal Complex) and that portion of the premium on MAC's property insurance insuring the Terminal Building and equipment therein against fire with extended coverage, malicious mischief, boiler and machinery and glass damage, as relates to the G Concourse as a part thereof, proceeds of such insurance to be applied to repair. The allocation of all such expenses shall be made by MAC according to generally accepted accounting principles. In addition, DELTA shall procure and pay for, or shall endorse the insurance covering its operations to, at or from the Terminal Building under this Agreement so as to cover its operations on the G Concourse.
- b.** DELTA may make alterations to or install fixtures, equipment and improvements on the G Concourse, as required to meet its operating needs, provided consent of MAC is first obtained, which consent shall be granted unless MAC determines that such alterations, or such fixtures, equipment and improvements are inconsistent with the overall Terminal Building operation or with MAC's operation at and control of the Airport. It is understood that DELTA may and is hereby authorized to further improve and develop at its cost and expense the unenclosed lower level space under lease to it, subject to MAC approval of plans and specifications therefore.

5. RENTALS, FEES, AND CHARGES.

DELTA shall pay rent for its use and occupancy of the G Concourse, not on a compensatory basis, and not subject to annual recalculation of Terminal Building rentals as provided in this Agreement but rather as follows:

- a.** On a monthly basis, \$132,738.20 as rent for the portion of the G Concourse excluding Gates 1-10.
- b.** On a monthly basis, \$35,063.79 as rent for Gates 1-10 including the area identified as the parts storage building.

Exhibit C

- c. On a monthly basis, police, fire and administrative charges and cost of utilities.
- d. Until January 1, 2012, on a monthly basis, an amount equal to 15% of the gross revenue DELTA derives from all concessions operated on the G Concourse, including any future extensions of the Concourse, and a corresponding monthly report of the gross receipts by unit. For purposes of this provision “gross revenue” means all monies or rental payments paid or payable to DELTA whether by cash, credit or otherwise and is based upon the assumption that the division of expenses (such as license fees, utilities, taxes) between DELTA and its concessionaires shall remain substantially the same as under the previous agreement covering the G Concourse.
- e. Beginning January 1, 2012, on a monthly basis, an amount equal to the sum of (i) 15% of the Minimum Annual Guarantee and Percentage Rent (as such terms are defined in the G Concourse Concession Agreement) paid or payable to DELTA by the G Concourse Concessionaire pursuant to the G Concourse Concession Agreement, and (ii) with respect to any concessions on the G Concourse operated by DELTA, but not covered by the G Concourse Concession Agreement (the “Other Concessions”), 15% of the gross revenue DELTA derives from the Other Concessions, and a corresponding monthly report of the gross receipts by unit.
- f. For purposes of this section 5, “gross revenue” means all monies or rental payments paid or payable to DELTA whether by cash, credit or otherwise and is based upon the assumption that the division of expenses (such as license fees, utilities, taxes) between DELTA and its concessionaires operating the Other Concessions shall remain substantially the same as under the previous agreement covering the G Concourse. As provided in the G Concourse Concession Agreement, any credit against rent allowed by DELTA to the G Concourse Concessionaire related to the Host Buy-Out Payment (as defined in the G Concourse Concession Agreement) shall not operate to reduce the amount that would otherwise be payable by DELTA to MAC pursuant to this section.
- g. On a monthly basis, in compensation for the loss of space on the G Concourse due to construction of the International Arrivals Facility, MAC shall pay to DELTA 35% of the concession fees paid to MAC from the Southwest Addition. Starting January 1, 2012 through December 31, 2015, this payment to Delta will be offset by a \$12,500 monthly surcharge (\$600,000 total) payable to MAC.
- h. On a monthly basis for compensation for use of Gates 1-10 for scheduled international aircraft arrivals, MAC shall pay DELTA, \$400, \$800 and \$1,200, for each arrival by, respectively, propeller aircraft, narrow-body jet aircraft or wide-body aircraft at the IAF.

6. DELEGATION

Exhibit C

By letter agreements, DELTA and MAC may jointly provide for the provision of maintenance or concessions on the G Concourse, subject to such terms and conditions mutually agreed upon by MAC and DELTA.

B. TEMPORARY REGIONAL TERMINAL

(Intentionally Deleted)

C. FIS BAG BELT ENCLOSURE

1. DELTA hereby leases from MAC the portion of the FIS Bag Belt Area that has been enclosed for DELTA tug and vehicle storage, as shown on Exhibit R. DELTA shall allow other Airlines to use this area without charge to access the baggage belts. In addition, MAC may access this area without charge to maintain the baggage belts.
2. DELTA shall install and maintain protective equipment designed to protect the bag belt from damage and shall be responsible for any damage to the bag belts caused by DELTA or its agents.
3. Beginning July 1997, DELTA shall pay MAC ground rent for this area at a rate of twenty cents (\$.20) per square foot per annum. Payment shall be made on a monthly basis to MAC.

D. TERMINAL BUILDING

1. If MAC determines that it is in the Airport's interest to purchase improvements, equipment or to make other capital expenditures which are outside the scope of this Agreement but which may benefit an airline, MAC may enter into a supplemental agreement with the affected airline to provide for the payment of the costs of such purchase.
2. AIRLINE agrees that the projects listed on Exhibit S attached hereto are projects which have been completed by MAC with AIRLINE's concurrence and shall not be included in airline rates and charges, but rather shall be paid by AIRLINE to MAC as set forth in Exhibit S.

E. MONTH TO MONTH PREMISES

AIRLINE agrees that the Leased Premises shown on Exhibit T attached hereto are leased to AIRLINE on a month-to-month term; and that all of the terms and conditions of this Agreement, other than Article II.A. "Term" applies to these month-to-month premises.

F. G CONCOURSE TRANSITION

1. On January 1, 2016, MAC assumes operational control of the G Concourse. During the period commencing January 1, 2016 and ending December 31, 2020 MAC agrees to lease to DELTA and DELTA agrees to lease from MAC all gate, holdroom, ramp, office, support and operational spaces described on Exhibit J. This leased space described in Exhibit J may be amended by MAC and DELTA by mutual agreement based on the final build out of the concessions space as contemplated by the G Concourse Concession Agreement or other mutually agreeable changes to the space

being leased in accordance with Article IV.A. of the Lease. The rent for this leased space shall be determined in accordance with Article V. "Rents, Fees, and Charges" and Article VI. "Calculation of Rents, Fees, and Charges" as amended by this Fifth Amendment, as well as any additional rents or charges as contemplated by the Lease; and the lease of this space shall be subject to all of the terms, conditions, requirements, and limitations of the Lease.

2. By August 1, 2014, DELTA shall provide to MAC a list of any building maintenance and operation contracts and concession agreements other than the G Concourse Concession Agreement with third parties entered into by DELTA involving the G Concourse. MAC will then notify DELTA which of the contracts it will consent to being assigned to MAC, if assignable, and which contracts MAC wants cancelled as of December 31, 2015.
3. For any utilities DELTA pays directly to the utility provider that has a billing period that extends past December 31, 2015, DELTA agrees to pay its pro rata share for all utilities through December 31, 2015 and agrees to reimburse MAC for any payments paid by MAC for utilities on behalf of DELTA through that date.
4. DELTA shall ensure all portions of the G Concourse meet the maintenance standards prescribed in Article XIII.A.4 of this Agreement at its own expense before January 1, 2016. By October 1, 2015 MAC and DELTA will perform a walk through of the G Concourse and MAC shall provide DELTA a detailed notice of deficiencies as provided above. This notice in no way will relieve DELTA of any deficiencies not included in said notice and DELTA shall remain responsible for correcting any and all deficiencies discovered after January 1, 2016. DELTA, at its own expense, shall remedy these and any other deficiencies before January 1, 2016, or if the deficiency is not reasonably able to be corrected within that time, such longer time as required provided DELTA pursues the correction as timely as possible in good faith. If DELTA fails to remedy the deficiencies, MAC may elect to remedy the deficiency and charge DELTA for its reasonable actual costs. DELTA and MAC shall work to ensure that appropriate maintenance and operational functions are transitioned in a timely manner.
5. DELTA shall not enter into any concession or building maintenance and operation agreement that could affect the operation of the G Concourse after December 31, 2015 without the prior written consent of MAC.
6. Starting January 1, 2016 through December 31, 2020, MAC shall pay to DELTA one percent (1%) of G Concourse Concessionaire's gross sales that exceed \$45,000,000 but not exceeding \$60,000,000 in one calendar year and two percent (2%) of G Concourse Concessionaire's gross sales that exceed \$60,000,000 in one calendar year to the extent that MAC collects this amount from G Concourse Concessionaire as provided for in the G Concourse Concession Agreement. For the purposes of this section 6, gross sales shall have the definition as defined in the G Concourse Concession Agreement. This payment to DELTA (if any) shall be made within 30 days after the G Concourse Concessionaire has submitted its annual gross sales report as contemplated in the G Concourse Concession Agreement. This payment to Delta will be subject to change based on adjustments made to this G Concourse Concessionaire's gross sales report through MAC audits or if any material mistakes are discovered regarding the content of said report. If for any reason, the G Concourse Concession Agreement is

terminated or rejected in bankruptcy, or G Concourse Concessionaire is in default, this payment to Delta shall be abated.

7. In order to address the net economic impact of G Concourse transition between DELTA and MAC, as contemplated in the Amended and Restated Third Amendment, starting January 1, 2016 through December 31, 2020, MAC shall credit to DELTA \$150,000 per month through an offset to DELTA's monthly Terminal Building Rent payment to MAC. If for any reason, this Agreement is terminated or rejected in bankruptcy, or DELTA is in default, this credit (offset) to Delta shall be abated.

G. G CONCOURSE CAPITAL IMPROVEMENTS PROJECT

1. MAC will design, construct and finance the following capital improvements in Concourse G: a fire suppression system, a new roof, and energy efficiency improvements as such improvements are more specifically described in Exhibit X hereto (collectively the "G Project"). Delta shall pay a supplemental rental for the G Project calculated as provided in Subsection 2 below. MAC will retain title to all improvements included in the Project subject to DELTA leasehold interest.

2. G PROJECT SUPPLEMENTAL RENT

DELTA shall pay G Project supplemental rent ("G Project Rent") from the date of beneficial occupancy of each major project component of the G Project for the costs of the G Project ("G Project Costs"). Notwithstanding anything herein to the contrary, the G Project Costs includable in G Project Rent shall not exceed \$16.2 million. The G Project Costs shall include the actual documented costs of the design and construction to MAC general standards, and any construction financing for the fire protection system, the new G Concourse roof, and energy improvements described in Exhibit X. The \$16.2 million shall be prioritized first to fund the fire protection system, then the G Concourse roof and, if any money is remaining, then to fund the energy improvements outlined in Exhibit X. Delta shall be entitled to receive any utility rebates for any energy improvements performed that are funded wholly within the \$16.2 million and it shall be the responsibility of DELTA to apply for and manage any rebates. The G Project Costs will be amortized over ten (10) years from the Date of Beneficial Occupancy (as defined below) at a 6% annual percentage rate. The G Project Rent shall be determined on a monthly basis and shall be due and payable in advance on the first day each month. However, in the event that in the future there is no agreement in place between MAC and DELTA for use of premises located at the Airport, MAC may require payment of the remaining balance of the G Project costs and such amounts shall be payable by DELTA within thirty (30) days after receipt of a notice requesting repayment of such amounts. The "Date of Beneficial Occupancy" shall be the first day of the month following the issuance of a certificate of substantial completion or beneficial occupancy for each major project component outlined in Exhibit X.

Within thirty days of each Date of Beneficial Occupancy MAC and DELTA shall enter into an agreement supplemental hereto, whereby a G Project Rent payment schedule consistent with the G Project Rent

methodology shall be agreed upon. When all elements related to the cost of construction are finally determined, such G Project Rent payment schedule shall be amended to reflect the final costs of construction and added as an exhibit to this Agreement.

H. PASSENGER BOARDING BRIDGES

1. Provision or Replacement of PBBs

AIRLINE acknowledges that MAC may, at its discretion, provide or replace AIRLINE-owned or MAC-owned passenger boarding bridges and associated equipment where required (e.g. 400 Hz power, pre-conditioned air, luggage lifts, etc) (“PBB”) within the Lindbergh Terminal.

2. Ownership and Disposal

As of the date of this Fifth Amendment, MAC owns the PBBs within the Lindbergh Terminal as shown below identified by the PBBs gate number. PBBs not shown below are owned either by AIRLINE or other signatory Airlines at the Airport.

A1, A2, A3, A4, A5, A6, A7, A8, A9, A10, A11, A12, A13, A14, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14, B15, B16, C4, C5, C17, C18, C19, C20, C21, C22, C23, C24, C25, C26, C27, D1

If MAC replaces an AIRLINE-owned PBB, AIRLINE agrees to transfer the existing PBB to MAC at no charge and MAC agrees to dispose of the existing PBB and incorporate any salvage value into the PBB replacement project. Where applicable and as directed by AIRLINE, AIRLINE agrees to remove and relocate an existing PBB at no cost to MAC. Existing PBBs may be designated for refurbishment instead of being disposed.

AIRLINE shall provide a Bill of Sale or Transfer Agreement.

MAC will own all PBBs that it replaces per this Section H.

3. Maintenance and Operation

Airline is responsible for all maintenance, repair, and operation of PBBs that Airline owns, and shall pay all costs of maintaining, repairing and operating the PBBs that Airline owns.

For the Lindbergh Terminal only, AIRLINE is responsible for all maintenance, repair, and operation of PBBs owned by MAC that AIRLINE uses, and shall pay all costs of maintaining, repairing and operating those PBBs; and shall comply with the following conditions relating to equipment training, maintenance and potential equipment modification needs.

- a.** AIRLINE will train its personnel in proper PBB maintenance procedures in accordance with the recommendations and requirements noted in the training section of the O & M manuals that come with each bridge.

- b.** AIRLINE will operate and maintain the PBB according to the manufacturer's specifications as again outlined in the associated O & M Manual(s), or as modified by mutual agreement with MAC. Purchase of any necessary maintenance parts and supplies as well as spare part replacement shall be the responsibility of the AIRLINE. Computerized records of such training and maintenance will be kept by the AIRLINE and summaries of this information will be made available to MAC on an as requested basis. Such maintenance reports shall include activities related to predictive (i.e. replacement of wear parts) and preventative (i.e. lubrication, exercise, oil changes, etc.) maintenance as well as any corrective maintenance.
- c.** PC Air units shall be considered as appurtenances integral to the PBB, and will be operated and maintained by the AIRLINE under the same O & M conditions as outlined in this Agreement.
- d.** No equipment modifications or additions will be made without MAC's advance written consent as outlined in the standard MAC construction permit process.
- e.** On or about July 1 of each year, AIRLINE shall submit to MAC for MAC's approval, which approval shall not be unreasonably withheld or denied, a 12-month maintenance schedule for each MAC-owned PBB.
- f.** AIRLINE shall report to MAC no later than March 1 any repair and maintenance completed on each PBB within the past calendar year, and the cost expended for all repairs and maintenance.
- g.** AIRLINE shall make the MAC owned PBB's available for use by other airlines that use AIRLINES gates without additional charge.

4. Insurance and Indemnification

AIRLINE agrees to indemnify and hold harmless MAC for use and operation of the either MAC or AIRLINE owned PBBs by AIRLINE or its subtenants.

5. Accessibility

AIRLINE is responsible for the provision of accessible facilities related to the use of both AIRLINE-owned and MAC owned PBBs to individuals with disabilities, if and to the extent required by applicable federal laws and regulations, including 49 CFR 27 and applicable ADA rules of the Department of Transportation and Department of Justice for airport operators. AIRLINE is responsible for the provision of accessible services related to the use of all PBBs to individuals with disabilities, if and to the extent required by applicable federal laws and regulations, including applicable Air Carrier Access Act rules for carriers.

6. Conversion to Preferential Use

All G Concourse holdrooms shall be Preferential Use Facilities consistent with holdrooms throughout the remainder of the Lindbergh Terminal and subject to Article IV.E. "Accommodation of Other Airlines".

I. SPECIAL PROVISIONS RELATED TO G CONCOURSE CONCESSION AGREEMENT

1. During the time period when DELTA and MAC, respectively, act as Concession Lessor under the G Concourse Concession Agreement, each shall use commercially reasonable efforts to enforce the obligations of the G Concourse Concessionaire thereunder to the extent such obligations benefit the other party (MAC or DELTA).
2. Commencing January 1, 2016, MAC, acting as Concession Lessor under the G Concourse Concession Agreement, will not permit the G Concourse Concessionaire to alter, modify or remove any Gatehold Improvements (as defined in the G Concourse Concession Agreement) from DELTA's holdroom areas without DELTA's prior written consent, which may be withheld in DELTA's sole discretion.
3. MAC will not consent to any assignment of the G Concourse Concession Agreement, including without limitation a G Concourse Concessionaire change of control, without DELTA's prior written consent, which may be withheld in DELTA's sole discretion.

VII. GENERAL PROVISIONS

Effective the date of this Fifth Amendment, Article XVI.B.2 is amended to add the following:

B. COMPLIANCE WITH LAW

2. At all times during the Term of this Agreement, AIRLINE shall, in connection with its activities and operations at the AIRPORT:
 - e. AIRLINE is responsible for the provision of accessible facilities to individuals with disabilities, as required by applicable laws and regulations, including 49 CFR 27 and applicable ADA rules of the Department of Transportation and Department of Justice for airport operators. AIRLINE is responsible for the provision of accessible services to individuals with disabilities, as required by applicable laws and regulations, including applicable Air Carrier Access Act rules for carriers and 49 CFR Part 27.

IN WITNESS WHEREOF, the parties have signed and executed this Amendment in duplicate the day and year first below written.

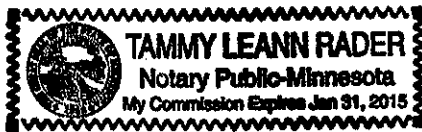
METROPOLITAN AIRPORTS COMMISSION

Date: Jan 4, 2012, 2011

By: [Signature]
Jeffrey W. Hamiel, Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on the 4 day of Jan, 2011, by Jeffrey W. Hamiel, the Executive Director of the Metropolitan Airports Commission on behalf of the Commission.



[Signature]
Notary Public

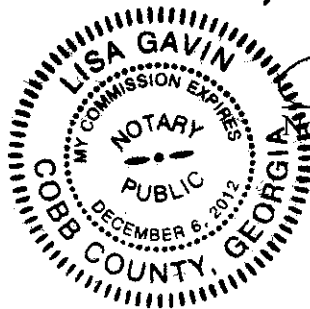
DELTA AIR LINES, INC.

Date: 12/29, 2011

By: [Signature]
John W. Boatright
Its: Vice President- Corporate Real Estate

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

This instrument was acknowledged before me on the 29th day of December, 2011, by John W. Boatright, the V.P. Corporate Real Estate of Delta Air lines, Inc.



[Signature]
Notary Public

Exhibit 1 – Revised Exhibit C

See attached Exhibit C

Exhibit 2 – Revised Exhibit E

See attached Exhibit E

Exhibit 3 – Revised Exhibit J

See attached Exhibit J

Effective January 1, 2016

Exhibit 4 – Revised Exhibit N

See attached Excel Spreadsheet

Effective January 1, 2016

EXHIBIT 4 - REVISED EXHIBIT N
Metropolitan Airports Commission
Minneapolis-St. Paul International Airport
Illustration of Calculation of Rates for Rents, Fees and Charges
Calculation of Landing Fee Rates
Effective January 1, 2016 (No Change)

<u>Article Reference</u>	<u>2016</u>
V1.C.1. Direct Operation and Maintenance Expense (Includes Control Tower, Noise Abatement & Operations)	\$ 8,500,000
Indirect Operation and Maintenance Expense	\$ 16,500,000
Direct and Indirect Debt Service	\$ 7,000,000
Runway 17/35 Deferral	\$ 79,535
Capital Outlays/Deposit to Rehab & Replacement Fund	\$ 6,900,000
Direct and Indirect Cost of Capital Outlays/Leases (Original)	\$ 1,500,000
Fine, Assessment, Judgment or Settlement	\$ -
Debt Service Reserve Fund Deposit	\$ -
Operations Reserve Account Deposit	\$ -
Coverage Account Deposit	\$ -
Total Airfield Cost (A)	\$ 40,479,535
Less:	
V1C.2. Service Fees (Military)	\$ 150,000
General Aviation Landing Fees	\$ 880,000
Nonsignatory Landing Fees (HHH and Commuter)	\$ 720,000
Off-Airport Aircraft Noise Costs	\$ -
Projects Rejected by MII of Signatory Airlines	\$ -
Total Adjustments (B)	\$ <u>1,750,000</u>
Net Airfield Cost (A-B) =(C)	\$ 38,729,535
V1.C.3. Total Landed Weight of Signatory Airlines (D) (1,000 lb. Units)	\$ 23,500,000
Landing Fee Rate per 1,000 lbs. (C/D)	1.648

EXHIBIT 4 - REVISED EXHIBIT N
Metropolitan Airports Commission
Minneapolis-St. Paul International Airport
Illustration of Calculation of Rates for Rents, Fees and Charges
Calculation of Terminal Apron Fees
Effective January 1, 2016 (No Change)

<u>Article Reference</u>		<u>2016</u>
V1E.1.	Direct Operation and Maintenance Expense	\$ 210,000
	Indirect Operation and Maintenance Expense	\$ 3,500,000
	Direct and Indirect Debt Service	\$ 10,000
	Direct and Indirect Cost of Capital Outlays/Leases	\$ 500,000
	Capital Outlays/Deposit to Rehab & Replacement Fund	\$ 600,000
	Concourse A & B Ramp Deferral Recovery	\$ 159,950
	Debt Service Reserve Fund Deposit	\$ -
	Operations Reserve Account Deposit	\$ -
	Coverage Account Deposit	\$ -
	Total Terminal Apron Cost (A)	\$ 4,979,950
	Less:	
V1E.2.	Total Lineal Feet of Terminal Apron (Excluding Terminal A & B Ramp)	9,971
	Terminal A Apron Lineal Feet 1,253	
	Terminal B Apron Lineal Feet <u>1,409</u>	
V1E.3.	Total Terminal A & B Apron 2,662	
	Terminal A & B Apron @ 1/2	<u>1,331</u>
	Total Chargeable Terminal Apron Lineal Feet (B)	11,302
	Terminal Rate Per Lineal Foot (A/B)	\$ 440.626

EXHIBIT 4 - REVISED EXHIBIT N

Metropolitan Airports Commission

Minneapolis-St. Paul International Airport

Illustration of Calculation of Rates for Rents, Fees and Charges

Calculation of Terminal Terminal Building Rental Rate (Janitored and Unjanitored Space)

Effective January 1, 2016

**Article
Reference**

2016

V1.G.1.a.	<u>Unjanitored Space Rate Calculation</u>	
	Direct Operation and Maintenance Expense (Includes Energy Management Center)	\$ 36,000,000
	Indirect Operation and Maintenance Expense	\$ 6,000,000
	Direct and Indirect Debt Service	\$ 28,000,000
	Terminal A-D Deferral Recovery	\$ 2,911,000
	Direct and Indirect Cost of Capital Outlays/Leases	\$ 500,000
	Debt Service Reserve Fund Deposit	\$ -
	Operation Reserve Account Deposit	\$ -
	Coverage Account Deposit	\$ -
	Total Terminal Building Cost (A)	\$ 73,411,000
V1.G1.b.	Less:	
	Carrousel and Conveyor Costs	\$ (250,000)
	Ground Power	\$ (700,000)
	Loading Dock	\$ (2,500,000)
	Consortium Utilities	\$ (600,000)
	Total Adjustments (B)	\$ (4,050,000)
	Net Terminal Building Cost (A-B) = (C)	\$ 69,361,000
	Total Rentable Space (D)	\$ 1,240,000
	Terminal Building Rental Rate per Square Foot for Unjanitored Space (C/D) = (E)	\$ 55.936
	<u>Terminal Airlines R & R Fund Surcharge Amount</u>	
	Capital Outlays/Deposit to Rehab & Replacement Fund (F)	\$ 4,600,000
	Weighted Average Airline Rental Space (Janitored and Unjanitored) (G)	\$ 672,500
	Surcharge Amount (F/G) = (H)	\$ 6.840
V1.G.2.	<u>Janitored Space Rate Calculation</u>	
	Total Direct Janitored Operation and Maintenance Expenses (I)	\$ 8,000,000
	Total Janitored Space /1 (J)	\$ 1,115,100
	Janitored Rate per Square Foot (I/J) = (K)	\$ 7.174
	Terminal Building Rental Rate per Square Foot for Unjanitored Space (Above) (E)	\$ 55.936
	Terminal Building Rental Rate per Square Foot for Janitored Space (K+E)	\$ 63.110

/1 Excludes MAC and mechanical space

EXHIBIT 4 - REVISED EXHIBIT N
Metropolitan Airports Commission
Minneapolis-St. Paul International Airport
Illustration of Calculation of Rates for Rents, Fees and Charges
Calculation of Carrousel and Conveyor Charge
Effective January 1, 2016 (No Change)

**Article
Reference**

	<u>2016</u>
V1.H.1. Direct and Indirect Maintenance Depreciation Charges	\$ 250,000
Direct and Indirect Debt Service	\$ -
Direct and Indirect Cost of Capital Outlays/Leases	\$ -
Total	\$ 250,000

EXHIBIT 4 - REVISED EXHIBIT N
Metropolitan Airports Commission
Minneapolis-St. Paul International Airport
Illustration of Calculation of Rates for Rents, Fees and Charges
Calculation of Airline Cost Per Enplaned Passenger
Effective January 1, 2016

	<u>2016</u>
Landing Fees-Signatory	\$ 52,500,000
Landing Fees-HHH Nonsignatory	\$ 50,000
Landing Fees-Signatory-Commuter Nonsignatory	\$ 20,000
Ramp Fees-Signatory	\$ 6,200,000
Ramp Fees-HHH Nonsignatory	\$ -
Ramp Fees-Commuter Nonsignatory	\$ -
Terminal Building	\$ 39,300,000
IAF Charges (T1)	\$ 3,400,000
Carrouseles & Conveyors	\$ 250,000
Lobby Fees	\$ 6,550,000
FIS Surcharge (T2)	\$ 750,000
HHH Terminal Building Rent	\$ 475,000
Concessions Rebate	\$ (9,400,000)
Apron Fees - HH Terminal (Reimbursed Expense)	\$ 175,000
Apron Fees - Commuter	\$ -
Total Costs (A)	\$ 100,270,000
Enplaned Passengers (B)	\$ 16,000,000
Airline Cost Per Enplaned Passenger (A/B) = (C)	\$ 6.267

Exhibit 5 - Exhibit X**G Concourse Fire Protection Project Scope**

Summarized below are the project components included in the scope for Concourse G Fire Protection project. These components are consistent with the MAC Design and Construction Standards that were incorporated in the first four phases of the fire protection program and form the basis for the cost estimate.

Fire Protection Project Components

- Sprinkler Coverage (consistent with MAC Design and Construction Standards)
- Voice Evacuation/other notification
- Security Signage (inside and outside)
- Card Access
- Illuminated Exit Signage (where missing)
- Stoops (level with door, no step)
- Replacement of Egress door hardware
- Striping at clear egress zone (snow removal)
- Bollards at clear egress zone (to prevent parking in front of doors)
- Replacement of Egress doors and hardware (poor condition/end-of-life)
- Addition of light in door (visibly see condition on other side of door)
- Removable Metal Ceiling at Lower Levels (valve and other access)
- Replacement of Egress Doors (asbestos containing)
- Plaster Ceiling Removal at Lower Levels
- White Ceiling Tile at main level (match OTG's ceiling, Platinum no longer available, match rest of terminal)

G Concourse Roof Scope

The following project components are included in the scope for the Concourse G re-roofing project based on a review of the roof and assuming the roof is replaced in accordance with MAC Design and Construction Standards. The square footage for the re-roof is 179,367 SF which does not include the area above the FIS.

- Abatement costs for both presumed items and for unknown items are included in the project estimate.
- The re-roof material will be a built-up asphalt roof with insulation to meet all energy codes and MAC Design and Construction Standards including white roofing rock. The built up roof will be a glue down application due to the fact that there are unknown conduits and other utilities etc under the deck.
- All mechanical units will be raised and some may be replaced.
- All roof scuttles will be replaced.
- Ladders will be added to penthouses and to provide access to the various changes in level of the roof.
- Lightning protection will be included in the project.
- A new curtain wall system at the clerestory areas will be included.
- The project scope includes adding 15 additional roof drains.
- Fall protection will be added as appropriate.

G Concourse Energy Improvements Project Scope

Replacement of existing manual controls and pneumatic controls of the Concourse G heating, cooling, and air conditioning (HVAC) units with automatic controls.

**SIXTH AMENDMENT TO
AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE
MINNEAPOLIS-ST. PAUL INTERNATIONAL AIRPORT**

This Sixth Amendment to Airline Operating Agreement and Terminal Building Lease (the “Sixth Amendment”) is entered into as of the 1st day of October, 2014 (the “Effective Date”), by and between the Metropolitan Airports Commission, a public corporation under the laws of the State of Minnesota (hereinafter referred to as “MAC” or “Commission”), and Delta Air Lines, Inc., successor to Northwest Airlines, Inc., a corporation organized and existing under the laws of Delaware and authorized to do business in the State of Minnesota (hereinafter referred to as “AIRLINE” or “Delta”).

WHEREAS, MAC and AIRLINE (through its predecessor in interest, Northwest Airlines, Inc.) entered into an Airline Operating Agreement and Terminal Building Lease effective January 1, 1999 and amended such agreement through the First Amendment, Second Amendment, Amended and Restated Third Amendment, Fourth Amendment, and Fifth Amendment (collectively, “Lease” or “Agreement”).

WHEREAS, AIRLINE owns, operates and maintains an outbound baggage handling system in the Terminal Complex, as depicted on Exhibit 1 attached hereto (the “Delta BHS System”).

WHEREAS, MAC owns a checked baggage inspection system (“CBIS”) in the Terminal Complex, as depicted on Exhibit 1 (the “CBIS”), which feeds directly into explosive detection system machines owned, operated and maintained by the Transportation Security Administration (“TSA”).

WHEREAS, when the CBIS was put into service, only the Delta BHS fed into the CBIS.

WHEREAS, MAC is in the process of building a common use outbound baggage handling system in the Terminal Complex, as depicted on Exhibit 1 (the “Common Use BHS”), which, when completed, will also feed into the CBIS.

WHEREAS, MAC wishes Delta to operate and maintain the CBIS and the Common Use BHS (together, the “MAC BHS”) and Delta is willing to operate and maintain the MAC BHS on the terms and conditions set forth in this Sixth Amendment.

NOW THEREFORE, in consideration of the foregoing, the parties agree to amend the Lease as of the Effective Date as follows:

1. INCORPORATION OF AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

Except as set forth in this Sixth Amendment, the Lease shall remain in full force and effect. In the event of a conflict between this Sixth Amendment and the Lease, the provisions of this Sixth Amendment shall control. Capitalized terms used in this Sixth Amendment and not otherwise defined herein shall have the meanings assigned in the Lease.

2. PREMISES

2.1 Article IV.A. “Leased Premises” of the Lease is hereby deleted in its entirety and replaced with the following:

A. LEASED PREMISES

For the Term of this Agreement, MAC, in consideration of the compensation, covenants, and agreements set forth herein to be kept and performed by AIRLINE, hereby leases to AIRLINE, upon the conditions set forth in this Agreement, the areas in the Terminal Complex as described and identified in Exhibit J and the initial assignment of aircraft parking positions as described and identified in Exhibit D. AIRLINE shall lease these areas on an Exclusive, Preferential, or Common Use basis as follows:

Ground Transportation Center Offices	Exclusive
Ticket counter and office	Exclusive
Baggage make-up area and claim office	Exclusive
VIP Clubs	Exclusive
Operations areas	Exclusive
Enclosed storage areas	Exclusive
Holdroom	Preferential
Aircraft parking positions on Terminal Apron	Preferential
Regional Ramp	Preferential
Tug drive	Common
Inbound baggage area	Common
Baggage claim area	Common
IAF sterile circulation corridor	Common
IAF Inspections Area	Common
IAF baggage claim	Common
IAF ticketing and baggage recheck	Common

In addition, MAC leases space to AIRLINE in the G Concourse as provided in the Fifth Amendment to the Lease, dated as of the 4th day of January, 2012 (the “Fifth Amendment”). Nothing in this Sixth Amendment is intended to supersede or replace the provisions of the Fifth Amendment with respect to the G Concourse except to the extent this Sixth Amendment governs AIRLINE’s operation and maintenance obligations with respect to the MAC BHS and AIRLINE’s right to receive reimbursement therefor.

MAC and AIRLINE may, from time to time, add, subject to availability, additional space to the various Premises of AIRLINE by jointly executing revised Exhibits J or D as appropriate. Space added to AIRLINE's Premises shall be subject to all of the terms, conditions, requirements, and limitations of this Agreement and AIRLINE shall pay to MAC all rents, fees, and charges applicable to such additional space in accordance with the provisions of this Agreement.

2.2 Article IV.K “Mid-Term Relinquishment of Premises” of the Lease is hereby deleted in its entirety and replaced with the following:

K. COMMON OUTBOUND BAGGAGE AREAS

1. MAC will provide in the common use outbound baggage area a common use outbound baggage system.

3. OPERATION AND MAINTENANCE OF OUTBOUND BHS

3.1 Article VIII.C is hereby added to the Lease as follows:

C. OPERATION AND MAINTENANCE OF OUTBOUND BHS

1. AIRLINE operates and maintains the Delta BHS. As a matter of efficiency, MAC desires AIRLINE to operate and maintain the CBIS and, from and after the Common Use BHS DBO, the Common Use BHS. Therefore, notwithstanding anything to the contrary contained in this Lease, AIRLINE shall, in accordance with acceptable FAA and TSA standards, and other applicable statutes or regulations, operate, maintain and keep in good repair the Delta BHS and the CBIS from and after the Effective Date and also the Common Use BHS, from and after the Common Use BHS DBO. The “Common Use BHS DBO” shall mean that date that the Common Use BHS or any portion thereof is first placed into service. The Delta BHS, the CBIS

Exhibit D

and the Common Use BHS are referred to herein collectively as the “Outbound BHS.” In performing such services:

- a. AIRLINE will train its personnel or cause its contractors to train their personnel in proper baggage system maintenance procedures.
 - b. AIRLINE will operate, maintain and repair (or cause its contractor to operate, maintain and repair) the Outbound BHS according to manufacturer’s specifications, if any, and in accordance with industry practices.
 - c. Computerized records of such training and maintenance will be kept by AIRLINE and summaries of this information will be made available to MAC as requested. Such maintenance reports shall include activities related to predictive (*i.e.*, replacement of wear parts) and preventative (*i.e.*, lubrication, exercise, etc.) maintenance as well as any corrective maintenance.
 - d. No equipment modifications or additions will be made to the MAC BHS without MAC’s advance written consent.
 - e. AIRLINE’s operation and maintenance responsibilities for the Outbound BHS shall include purchase of any necessary maintenance parts and supplies as well as spare part replacement; provided, however, MAC shall make available to AIRLINE for performance of these services the spare parts provided with the MAC BHS and shall assist AIRLINE and its contractor in enforcing warranty claims against the supplier and installation contractor for the MAC BHS.
 - f. AIRLINE’s operation and maintenance responsibilities for the MAC BHS shall not include any obligation to incur Capital Costs or to undertake any Capital Project in connection with the MAC BHS; provided, however, for purposes of the MAC BHS, a “Capital Project” shall include without limitation the performance of any extraordinary, non-recurring major maintenance of the MAC BHS, provided that any single item of the foregoing has a Capital Cost of \$30,000 or more and a useful life in excess of three years.
2. From and after the Common Use BHS DBO, MAC shall reimburse AIRLINE for its actual costs, without markup, of operating and maintaining the MAC BHS as follows:
- a. On or about September of each year, AIRLINE shall submit to MAC for MAC’s approval, which approval shall not be unreasonably withheld or denied, a maintenance schedule and budget for the Outbound BHS for the upcoming calendar year. The budget shall include AIRLINE’s estimate of amounts to be paid to AIRLINE’s contractors and employees (at fully-loaded rates) for performing the services. The budget shall also include a pass-through of all rental and other charges assessed by MAC to AIRLINE for storage space that is used exclusively in connection with AIRLINE’s operation and maintenance services for the Outbound BHS for such calendar year (initially estimated at 3,500 square feet). The budget, as approved by MAC for a calendar year, is referred to herein as the “Outbound BHS Budgeted Cost.”
 - b. The Outbound BHS Budgeted Cost for a calendar year shall be prorated between AIRLINE, on the one hand, and the other Airlines

Exhibit D

that use the Outbound BHS (“OALs”), on the other hand, on the basis of that proportion which the number of AIRLINE’s Enplaned Passengers at the Terminal Complex (on the one hand) and the OALs Enplaned Passengers at the Terminal Complex (on the other hand) for such calendar year bears to the total number of Enplaned Passengers of all such Airlines (AIRLINE and the OALs) at the Terminal Complex for such calendar year.

- c. From and after the Common Use BHS DBO, MAC shall pay AIRLINE, or credit against AIRLINE’s rents, fees and charges owed by AIRLINE to MAC under this Lease, on a quarterly basis, the OALs’ share (as determined in Article VIII.C.2.b above) of the Outbound BHS Budgeted Cost. MAC intends to allocate the OALs’ share (as determined in Article VIII.C.2.b above) of the Outbound BHS Budgeted Cost to the OALs by using the Common Use Formula (omitting AIRLINE and its Enplaned Passengers from the calculation) and to collect such amounts directly from the OALs.
 - d. If AIRLINE or any other Signatory Airline fails to pay its share of the Outbound BHS Budgeted Cost in a timely fashion, such costs may be added to an appropriate cost center, at MAC’s sole discretion.
 - e. AIRLINE shall report to MAC no later than March 1 of each year AIRLINE’s actual costs, without markup, of operating and maintaining the Outbound BHS during the previous calendar year, excluding any Capital Costs or Capital Projects undertaken by AIRLINE with respect to the Delta BHS (“Outbound BHS Actual Cost”). Such report shall be supported by back-up documentation to the reasonable satisfaction of MAC. The Outbound BHS Actual Cost shall be reconciled against the Outbound BHS Budgeted Cost for such calendar year and all payments based thereon shall be adjusted according to Article VI.J (as amended).
3. For and in consideration of AIRLINE’s agreement to provide the operation and maintenance services for the Outbound BHS, MAC agrees to obtain from each Airline using the Outbound BHS a waiver of special, indirect, and consequential damages that might be asserted by such Airline against AIRLINE, MAC or their respective officers, directors, contractors, employees or agents in connection with the maintenance and operation of the Outbound BHS and such Airline’s agreement that AIRLINE shall be an express third party beneficiary of such waiver.
 4. Notwithstanding anything to the contrary contained in the Lease, if an event of default occurs under this Article VIII.C due to AIRLINE’s failure to perform its operation and maintenance obligations with respect to the Outbound BHS, MAC’s sole contract remedy shall be for actual, direct damages and/or to terminate AIRLINE’s right and obligation to operate and maintain the Outbound BHS.
 5. Notwithstanding anything to the contrary contained in the Lease, AIRLINE may elect at any time upon no less than 180 days’ advance notice to MAC to cease performing operation and maintenance services with respect to the Outbound BHS.
 6. If AIRLINE ceases to operate and maintain the Outbound BHS pursuant to Article VIII.C.4 or VIII.C.5 above, MAC shall appoint such other contractor or Airline to perform such services as MAC deems appropriate. Thereafter,

Exhibit D

AIRLINE's share (calculated as described in Article VIII.C.2.b) of MAC's or such third-party provider's actual costs of operating and maintaining the Outbound BHS shall be included in AIRLINE's rents, fees and charges under this Lease and MAC's payment obligation under Article VIII.C.2.c shall terminate.

7. Except as stated in this Article VIII.C, in no event shall MAC have any affirmative duty to operate, maintain, or repair the Outbound BHS, or pay for its operation, maintenance, or repair.

4. EXHIBITS

- 5.1 Exhibit J will be updated when construction of the Common Use BHS is completed, contemplated to be complete no later than January 1, 2015.
- 5.2 Exhibit 1 is attached hereto and incorporated herein for all purposes.

IN WITNESS WHEREOF, the parties have signed and executed this Sixth Amendment in duplicate the day and year first below written to be effective as of the Effective Date.

METROPOLITAN AIRPORTS COMMISSION

Date: Nov 14, 2014

By: *Eric L. Johnson*
Eric L. Johnson
Director, Commercial Management & Airline Affairs

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on the 14th day of November, 2014, by Eric L. Johnson, the Director, Commercial Management & Airline Affairs of the Metropolitan Airports Commission on behalf of the Commission.



Anne M Thurston
Notary Public

DELTA AIR LINES, INC.

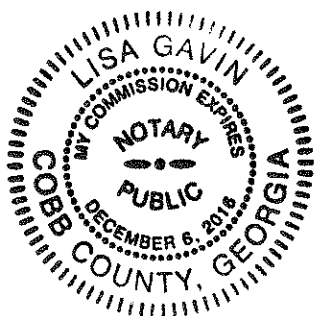
Date: 11/10, 2014

By: *David Hamm*

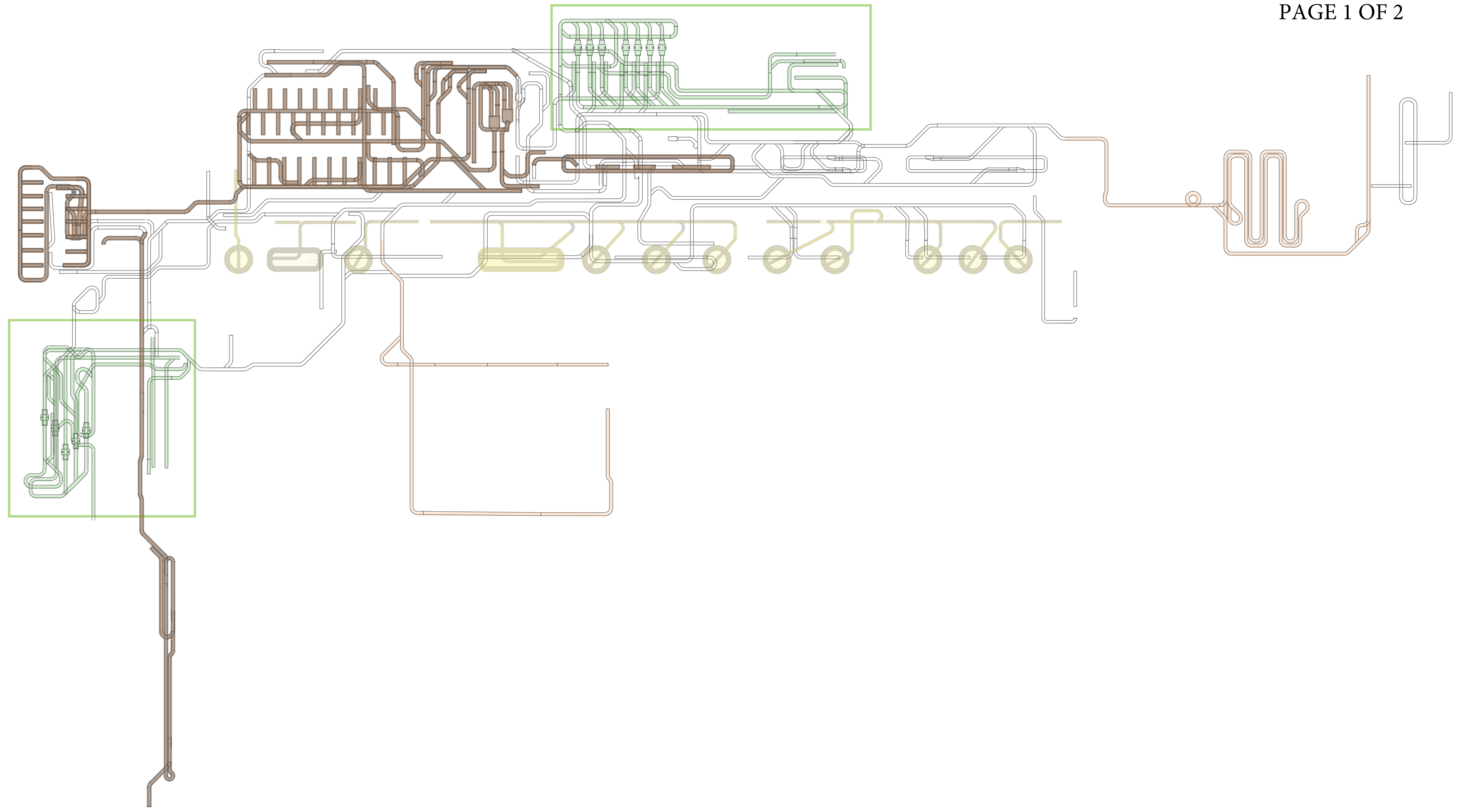
Its: **David Hamm**
Managing Director - Corporate Real Estate

STATE OF Georgia)
) ss.
COUNTY OR Fulton)

This instrument was acknowledged before me on the 10th day of November, 2014, by David Hamm, the Managing Director of Delta Air lines, Inc.



Lisa Gavin
Notary Public



- INBOUND
TOTAL LENGTH OF SYSTEM: 2,682' - 7"

- CBIS Approx. 3,678' 4"

- DL BHS Approx. 9,208' 11"

- COMMON BHS Approx. 19,606' 8"

TOTAL LENGTH OF CBIS: 35,176' - 6"

**2014 TERMINAL 1-LINDBERGH AMENDMENT TO
AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE
MINNEAPOLIS-ST. PAUL INTERNATIONAL AIRPORT**

This 2014 Amendment to Airline Operating Agreement and Terminal Building Lease (the “2014 Amendment”) is entered into as of the 1st day of October, 2014, by and between the Metropolitan Airports Commission, a public corporation under the laws of the State of Minnesota (hereinafter referred to as “MAC” or “Commission”), and United Airlines, Inc., a corporation organized and existing under the laws of Delaware and authorized to do business in the State of Minnesota (hereinafter referred to as “AIRLINE”).

WHEREAS, MAC and AIRLINE entered into an Airline Operating Agreement and Terminal Building Lease effective January 1, 1999 and amended such agreement through the 2007A Amendment, 2010 Amendment, and 2011 Amendment (collectively, “Lease” or “Agreement”).

WHEREAS, Delta owns, operates and maintains an outbound baggage handling system in the Terminal Complex, as depicted on Exhibit 1 attached hereto (the “Delta BHS System”).

WHEREAS, MAC owns a checked baggage inspection system (“CBIS”) in the Terminal Complex, as depicted on Exhibit 1 (the “CBIS”), which feeds directly into explosive detection system machines owned, operated and maintained by the Transportation Security Administration (“TSA”).

WHEREAS, when the CBIS was put into service, only the Delta BHS fed into the CBIS.

WHEREAS, MAC is in the process of building a common use outbound baggage handling system in the Terminal Complex, as depicted on Exhibit 1 (the “Common Use BHS”), which, when completed, will also feed into the CBIS.

WHEREAS, MAC wishes Delta to operate and maintain the CBIS and the Common Use BHS (together, the “MAC BHS”) and Delta is willing to operate and maintain the MAC BHS and AIRLINE wishes Delta to operate and maintain the MAC BHS on the terms and conditions set forth in this 2014 Amendment.

NOW THEREFORE, in consideration of the foregoing, the parties agree to amend the Lease as of the Effective Date as follows:

WHEREAS, certain outbound baggage areas will be leased to Airlines on a common use basis.

NOW THEREFORE, in consideration of the foregoing, the parties agree to amend the Lease as of the Effective Date as follows:

I. INCORPORATION OF AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

Except as set forth in this 2014 Amendment, the Lease shall remain in full force and effect. In the event of a conflict between this 2014 Amendment and the Lease, the provisions of this 2014 Amendment shall control. Capitalized terms used in this Sixth Amendment and not otherwise defined herein shall have the meanings assigned in the Lease.

II. PREMISES

2.1 Article IV.A. “Leased Premises” of the Lease is hereby deleted in its entirety and replaced with the following:

A. LEASED PREMISES

For the Term of this Agreement, MAC, in consideration of the compensation, covenants, and agreements set forth herein to be kept and performed by AIRLINE, hereby leases to AIRLINE, upon the conditions set forth in this Agreement, the areas in the Terminal Complex as described and identified in Exhibit J and the initial assignment of aircraft parking positions as described and identified in Exhibit D. AIRLINE shall lease these areas on an Exclusive, Preferential, or Common Use basis as follows:

Ground Transportation Center Offices	Exclusive
Ticket counter and office	Exclusive
Baggage make-up area and claim office	Exclusive
VIP Clubs	Exclusive
Operations areas	Exclusive
Enclosed storage areas	Exclusive
Holdroom	Preferential
Aircraft parking positions on Terminal Apron	Preferential
Regional Ramp	Preferential
Tug drive	Common
Outbound baggage area	Common
Inbound baggage area	Common
Baggage claim area	Common
IAF sterile circulation corridor	Common
IAF Inspections Area	Common
IAF baggage claim	Common
IAF ticketing and baggage recheck	Common

MAC and AIRLINE may, from time to time, add, subject to availability, additional space to the various Premises of AIRLINE by jointly executing revised Exhibits J or D as appropriate. Space added to AIRLINE's Premises shall be subject to all of the terms, conditions, requirements, and limitations of this Agreement and AIRLINE shall pay to MAC all rents, fees, and charges applicable to such additional space in accordance with the provisions of this Agreement.

2.2 Article IV.K “Mid-Term Relinquishment of Premises” of the Lease is hereby deleted in its entirety and replaced with the following:

K. COMMON OUTBOUND BAGGAGE AREAS

1. MAC will provide in the common use outbound baggage area a common use outbound baggage system.

III. OPERATION AND MAINTENANCE OF OUTBOUND BHS

Article VIII.C is hereby added to the Lease as follows:

C. OPERATION AND MAINTENANCE OF OUTBOUND BHS

1. Delta operates and maintains the Delta BHS. As a matter of efficiency, MAC and AIRLINE desire Delta to operate and maintain the CBIS and, from and after the

Exhibit E

Common Use BHS DBO, the Common Use BHS. Therefore, notwithstanding anything to the contrary contained in this Lease, MAC has contracted with Delta to, in accordance with acceptable FAA and TSA standards, and other applicable statutes or regulations, operate, maintain and keep in good repair the CBIS from and after the Effective Date and also the Common Use BHS, from and after the Common Use BHS DBO. The "Common Use BHS DBO" shall mean that date that the Common Use BHS or any portion thereof is first placed into service. The Delta BHS, the CBIS and the Common Use BHS are referred to herein collectively as the "Outbound BHS." No equipment modifications or additions will be made to the MAC BHS by AIRLINE without MAC's advance written consent.

2. From and after the Common Use BHS DBO, AIRLINE shall pay MAC for AIRLINE's share of the operation and maintenance of the Common Use BHS as follows:
 - a. On or about September of each year, Delta shall submit to MAC for MAC's approval, which approval shall not be unreasonably withheld or denied, a maintenance schedule and budget for the Outbound BHS for the upcoming calendar year. The budget shall include Delta's estimate of amounts to be paid to Delta's contractors and employees (at fully-loaded rates) for performing the services. The budget shall also include a pass-through of all rental and other charges assessed by MAC to Delta for storage space that is used exclusively in connection with Delta's operation and maintenance services for the Outbound BHS for such calendar year (initially estimated at 3,500 square feet). The budget, as approved by MAC for a calendar year, is referred to herein as the "Outbound BHS Budgeted Cost."
 - b. The Outbound BHS Budgeted Cost for a calendar year shall be prorated between Delta, on the one hand, and the other Airlines that use the Outbound BHS ("OALs"), on the other hand, on the basis of that proportion which the number of Delta's Enplaned Passengers at the Terminal Complex (on the one hand) and the OALs Enplaned Passengers at the Terminal Complex (on the other hand) for such calendar year bears to the total number of Enplaned Passengers of all such Airlines (Delta and the OALs) at the Terminal Complex for such calendar year.
 - c. From and after the Common Use BHS DBO, AIRLINE shall pay MAC, on a quarterly basis, AIRLINE's share of the Outbound BHS Budgeted Cost by applying the Common Use Formula (omitting Delta and its Enplaned Passengers from the calculation) to the OAL's portion of the Outbound BHS Budgeted Cost (as determined in Article VIII.C.2.b above).
 - d. If AIRLINE or any other Signatory Airline fails to pay its share of the Outbound BHS Budgeted Cost in a timely fashion, such costs may be added to an appropriate cost center, at MAC's sole discretion.
 - e. Delta shall report to MAC no later than March 1 of each year Delta's actual costs, without markup, of operating and maintaining the Outbound BHS during the previous calendar year, excluding any Capital Costs or Capital Projects undertaken by Delta with respect to the Delta BHS ("Outbound BHS Actual Cost"). Such report shall be supported by back-up documentation to the reasonable satisfaction of MAC. The Outbound BHS Actual Cost shall be reconciled against the Outbound BHS Budgeted Cost for such calendar year and all payments based thereon shall be adjusted according to Article VI.J.

3. AIRLINE hereby waives all claims to special, indirect, and consequential damages that might be asserted by AIRLINE against Delta, MAC or their respective officers, directors, contractors, employees or agents in connection with the maintenance and operation of the Outbound BHS. AIRLINE agrees that Delta is an express third party beneficiary of such waiver.
6. If Delta ceases to operate and maintain the Outbound BHS, MAC shall appoint such other contractor or Airline to perform such services as MAC deems appropriate.
7. Except as stated in this Article VIII.C, in no event shall MAC have any affirmative duty to operate, maintain, or repair the Outbound BHS, or pay for its operation, maintenance, or repair.

IV. RENTS, FEES, AND CHARGES

Article V.B.5. "Terminal Rents and Surcharge" of the Lease is hereby deleted and replaced with the following:

5. Terminal Building Rents and Surcharge

AIRLINE shall pay to MAC monthly Terminal Building rentals and the Lindbergh Terminal Repair and Replacement Surcharge for its Exclusive (janitored and unjanitored), Preferential and Common Use Space in the Terminal Building. The Terminal Building rental rates shall be calculated according to the procedures set forth in Article VI. or Article VI (Alternate).

Terminal Building rentals for Common Use Space (except the IAF and outbound baggage areas) shall be prorated among Signatory Airlines using the Common Use Formula.

V. CALCULATION OF RENTS, FEES, AND CHARGES

Article VI.K or Article VI.K (Alternate), as appropriate, "Outbound Baggage Area Fees" is hereby added to the Lease containing the following:

K. OUTBOUND BAGGAGE AREA FEES

The outbound baggage area rent shall be allocated among Signatory Airlines using the outbound baggage areas by applying the Common Use Formula at the unjanitored terminal building rental rate.

VI. EXHIBITS UPDATED

Exhibit J "Premises" to the Lease will be updated when construction of the Common Use BHS is completed, contemplated to be no later than January 1, 2015. Exhibit 1 identifies the layout of the Common Use BHS.

VII. OBSOLETE BAGGAGE SYSTEMS

AIRLINE shall relinquish ownership and control of any proprietary outbound baggage system at the Lindbergh Terminal.

IN WITNESS WHEREOF, the parties have signed and executed this Amendment in duplicate the day and year first below written.

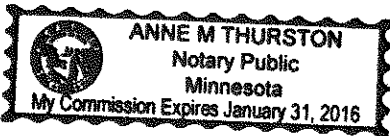
METROPOLITAN AIRPORTS COMMISSION

Date: January 21, 2015
~~2014~~

By: *Eric L. Johnson*
Eric L. Johnson
Director, Commercial Management & Airline Affairs

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on the 21st day of January, 2015,
by Eric L. Johnson, the Director, Commercial Management & Airline Affairs of the Metropolitan Airports
Commission on behalf of the Commission.



Anne M. Thurston
Notary Public

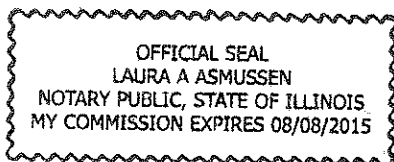
AIRLINE

Date: January 7, 201~~4~~⁵

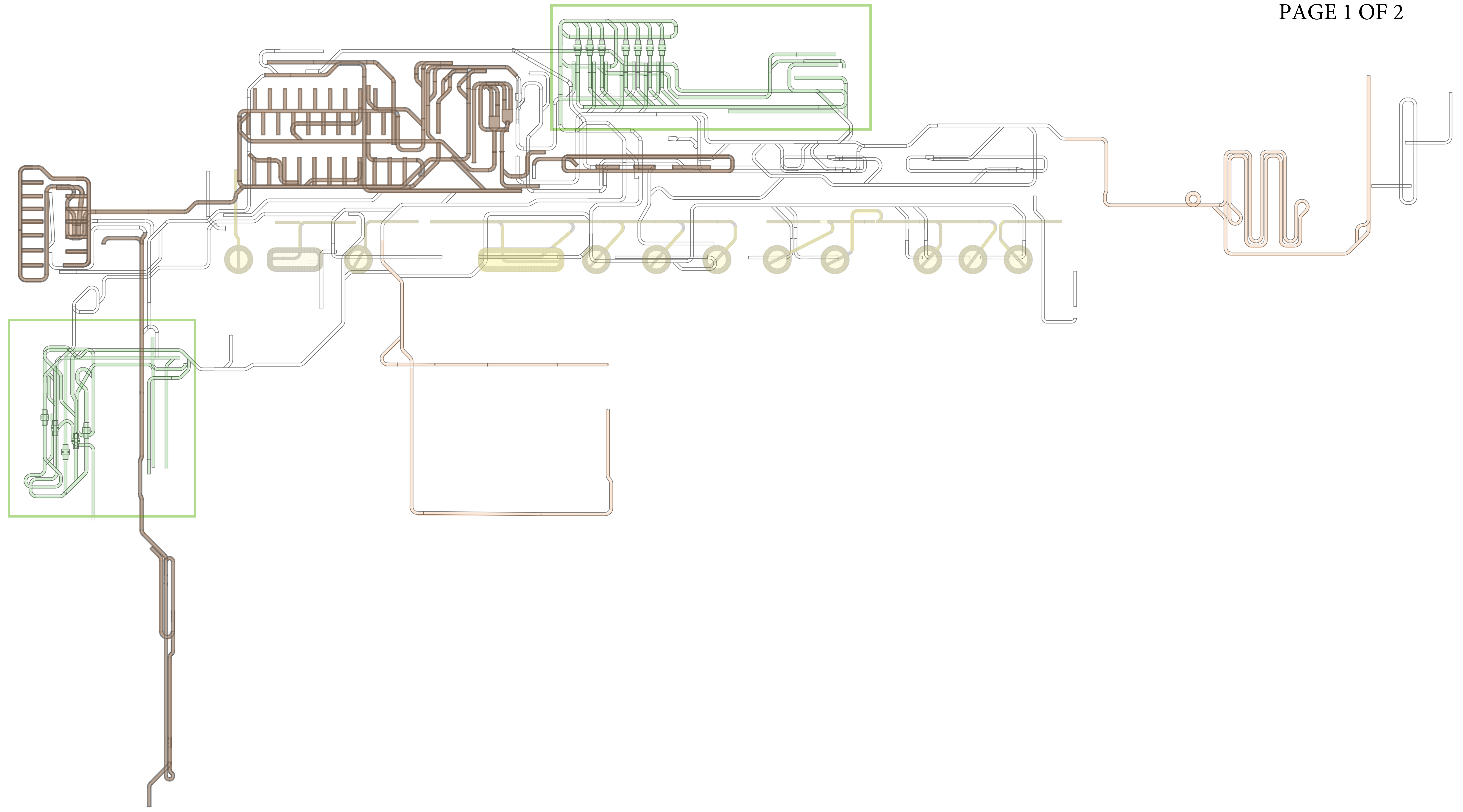
By: *Gavin Molloy*
Gavin Molloy
Managing Director- Airport Affairs
Its: Corporate Real Estate

STATE OF ILLINOIS)
) ss.
COUNTY OF DU PAGE)

This instrument was acknowledged before me on the 7th day of January, 201~~4~~⁵,
by Gavin Molloy, the Managing Director
Airport Affairs
Corporate Real Estate of United Airlines, Inc.



Laura A. Asmussen
Notary Public
Laura A. Asmussen



- INBOUND
TOTAL LENGTH OF SYSTEM: 2,682' - 7"

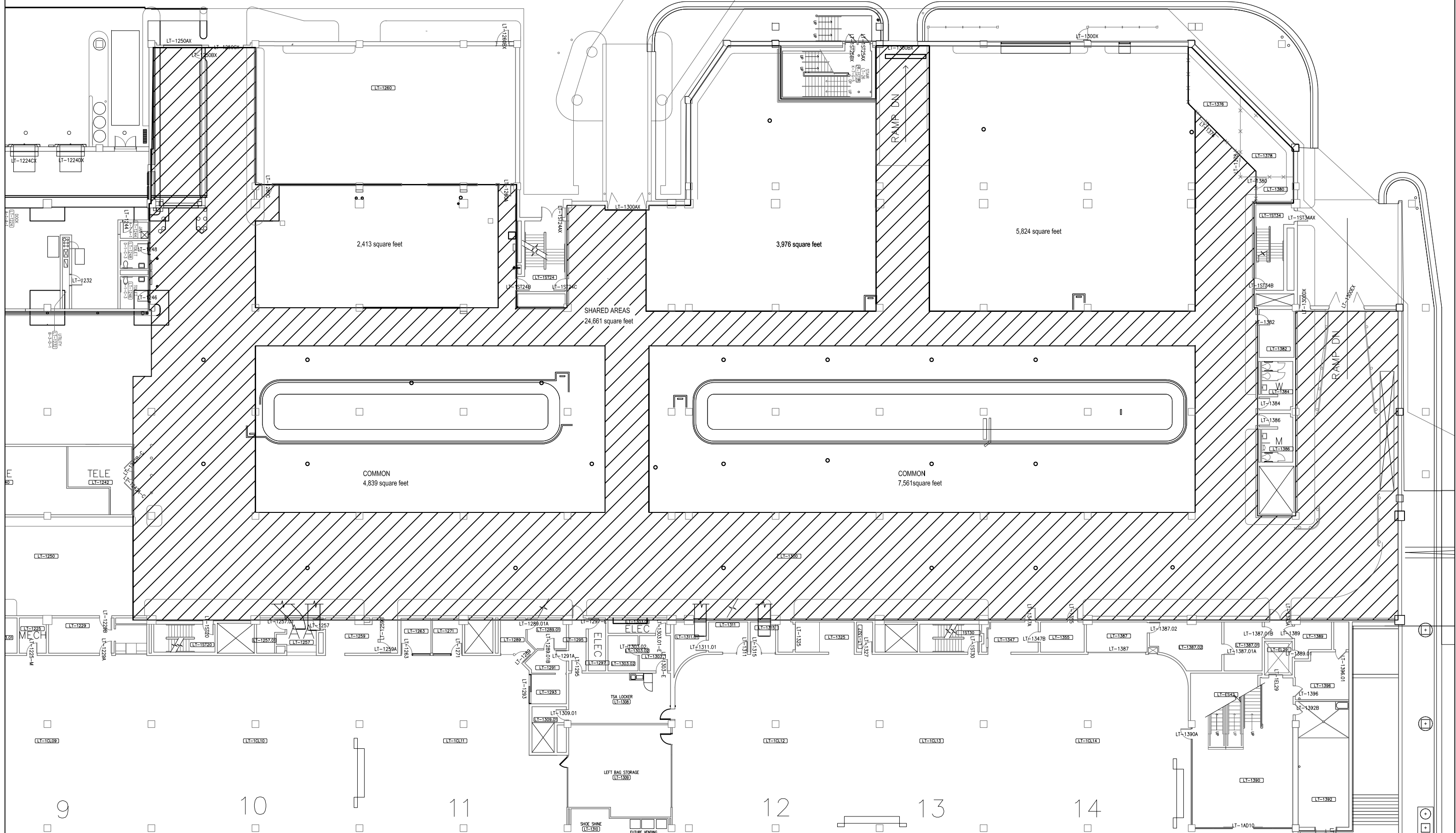
- CBIS Approx. 3,678' 4"

- DL BHS Approx. 9,208' 11"

- COMMON BHS Approx. 19,606' 8"

TOTAL LENGTH OF CBIS: 35,176' - 6"

19,285 - UNAFFECTED SHARED AREA
24,661 - NEW SHARED AREA
43,946 SF



**SEVENTH AMENDMENT TO
AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE
MINNEAPOLIS-ST. PAUL INTERNATIONAL AIRPORT**

This Seventh Amendment to Airline Operating Agreement and Terminal Building Lease (the “Seventh Amendment”) is entered into as of the ___ day of April, 2015, by and between the Metropolitan Airports Commission, a public corporation under the laws of the State of Minnesota (hereinafter referred to as “MAC” or “Commission”), and Delta Air Lines, Inc., successor to Northwest Airlines, Inc., a corporation organized and existing under the laws of Delaware and authorized to do business in the State of Minnesota (hereinafter referred to as “AIRLINE” or “DELTA”).

WHEREAS, MAC and AIRLINE (through its predecessor in interest, Northwest Airlines Inc.) entered into an Airline Operating Agreement and Terminal Building Lease effective January 1, 1999 and amended such agreement through the First Amendment, Second Amendment, Amended and Restated Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment (collectively, “Lease” or “Agreement”).

WHEREAS, MAC wishes to maintain the Airport as a competitive environment for airlines to operate and AIRLINE wishes to maintain passenger growth at the Airport.

NOW THEREFORE, in consideration of the foregoing, the parties agree to amend the Lease as follows:

I. INCORPORATION OF AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

Except as set forth in this Seventh Amendment, the Lease shall remain in full force and effect. In the event of a conflict between this Seventh Amendment and the Lease, the provisions of this Seventh Amendment shall control.

II. DEFINITIONS

Effective January 1, 2016, the definition of “Annual Gross Revenue” in Section II.F. of the Amended and Restated Third Amendment is hereby deleted and replaced with the following:

II. DEFINITIONS

F. “Annual Gross Revenue” means rent, concessions fees or similar charges actually received during any Fiscal Year by MAC from Selected Concessions. Annual Gross Revenue shall not include sales taxes, utility fees, consortium fees, key money, customer facilities charges or other similar “pass through” charges. Annual Gross Revenue shall be reduced by any amount paid to the Airport Foundation MSP by MAC for services provided at the Airport, subject to a cap of \$700,000 per year in 2016, escalating at 2% per year thereafter. MAC may increase this cap unless such increase is disapproved by a Majority-In-Interest of the Signatory Airlines.

III. CALCULATION OF RENTS, FEES, AND CHARGES

Effective January 1, 2015, Article VI (Alternate), “Calculation of Rents, Fees and Charges, Section I “Revenue Sharing,” as added via the Amended and Restated Third Amendment is hereby deleted and replaced with the following:

VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES.

I. Revenue Sharing

1. Beginning January 1, 2006, subject to Section XII of the Amended and Restated Third Amendment to the Airline Operating Agreement and Terminal Building Lease, in conjunction with its Year End Adjustments of Rents, Fees and Charges, MAC will rebate to AIRLINE a portion of the Annual Gross Revenues for Selected Concessions for the most recent Fiscal Year under the following schedule (“Revenue Sharing”) (all dollar amounts set forth in this Article VI (Alternate) shall apply for 2006 only and shall be escalated for each Fiscal Year after 2006 on an annual compounded basis by the Selected Concession Revenue Escalation Factor):

- a. If Annual Gross Revenues for the Selected Concessions for 2006 are between \$25 million and \$32.299 million for the Fiscal Year, 25% of gross revenues;
- b. If Annual Gross Revenues for the Selected Concessions are above \$ 32.299 million for the Fiscal Year, 25% of gross revenues up to \$32.299 million and 50% of gross revenues above \$32.299 million;

2. Reduced sharing of gross revenues if Annual Gross Revenues for the Selected Concessions are below \$25 million for the Fiscal Year;

- a. \$24 million to \$24.99 million – 20%
- b. \$23 million to \$23.99 million – 15%
- c. \$22 million to \$22.99 million – 10%
- d. \$21 million to \$21.99 million – 5%

3. Supplemental Revenue Sharing.

If Enplaned Passengers exceed the following levels during any Fiscal Year, the Signatory Airlines shall be entitled to Supplemental Revenue Sharing, defined as an additional 25% of Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Thresholds stated below but below the 50% Annual Gross Revenue for Selected Concessions threshold stated in paragraph 1(b) above, allocated pursuant to the procedures and subject to the limitations stated in this Article:

Fiscal Year	Required Enplaned Passenger Level	Supplemental Revenue Sharing Gross Revenue Threshold
2015	17,028,500	\$30,000,000

The required enplaned passenger level figure represents a 2% increase each year starting with 2013 actuals (2014 is escalated at 2% above 2013). The supplemental revenue sharing gross total threshold figure is also escalated at annual increases of 2%.

4. The total rebate amount shall be allocated among Signatory Airlines according to their pro rata share of Enplaned Passengers for the Fiscal Year and shall be structured as a post-year-end check to AIRLINE issued by MAC no later than 240 days following each Fiscal Year, subject to correction following any applicable audit. However, MAC shall have the right to offset the total rebate payable to AIRLINE by any amount AIRLINE owes to MAC that is past due including amounts due under this Agreement or any other agreement between MAC and AIRLINE.
5. Notwithstanding the foregoing, MAC shall have the right to reduce the amount of Revenue Sharing with respect to any Fiscal Year to the extent necessary so that the Net Revenues of the MAC taking into account the Revenue Sharing for such Fiscal Year will not be less than 1.25x of the total Debt Service of MAC for such Fiscal Year. In the event that the Revenue Sharing is reduced in any Fiscal Year by any amount (the "Deferred Revenue Sharing Amount") as a result of the operation of this Article VI. (Alternate), MAC will accrue the Deferred Revenue Sharing Amount and credit such amount to the Signatory Airlines in the subsequent Fiscal Year (or, if such amount may not be credited in accordance with this Article VI. (Alternate) in such subsequent Fiscal Year, then such amount will be credited in the next succeeding Fiscal Year in which such credit may be issued in accordance with this Article VI. (Alternate); and
6. The rights of any Signatory Airline to any payment, credit or application of Revenue Sharing to or for the benefit of such Signatory Airline is a contract right, in existence and effective as of January 1, 2006 (subject to Section XII of the Amended and Restated Third Amendment), and any such payment, credit or application actually made is proceeds thereof.

IV. CALCULATION OF RENTS, FEES, AND CHARGES

Effective January 1, 2016, Article VI (Alternate), "Calculation of Rents, Fees and Charges, Section I "Revenue Sharing" as scheduled to be amended via the Fifth Amendment effective January 1, 2016 is hereby deleted and replaced with the following:

VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES.

I. REVENUE SHARING

1. Beginning January 1, 2016, subject to Section XII of the Amended and Restated Third Amendment to the Airline Operating Agreement and Terminal Building Lease, in conjunction with its Year End Adjustments of Rents, Fees and Charges, MAC will rebate to AIRLINE a portion of the Annual Gross Revenues for Selected Concessions for the most recent Fiscal Year under the following schedule ("Revenue Sharing") (all dollar amounts set forth in this Article VI (Alternate) shall apply for 2016 only and shall be escalated for each Fiscal Year after 2016 on an annual compounded basis by the Selected Concession Revenue Escalation Factor):

- a. If Annual Gross Revenues for the Selected Concessions for 2016 are between \$44,042,802 and \$56,903,300 for the Fiscal Year, 25% of gross revenues;
 - b. If Annual Gross Revenues for the Selected Concessions are above \$56,903,300 for the Fiscal Year, 25% of gross revenues up to \$56,903,300 and 50% of gross revenues above \$56,903,300;
2. Reduced sharing of gross revenues if Annual Gross Revenues for the Selected Concessions are below \$44,042,802 for the Fiscal Year:
- a. \$40,667,566 to \$44,042,802 – 20%
 - b. \$39,117,966 to \$40,667,566 – 15%
 - c. \$37,568,365 to \$39,117,966 – 10%
 - d. \$36,018,765 to \$37,568,365 – 5%
3. Supplemental Revenue Sharing.
- a. If Enplaned Passengers exceed the following levels during any Fiscal Year, the Signatory Airlines shall be entitled to Supplemental Revenue Sharing, defined as an additional 25% of Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Thresholds stated below but below the 50% Annual Gross Revenue for Selected Concessions threshold stated in paragraph 1(b) above, allocated pursuant to the procedures and subject to the limitations stated in this Article:

Fiscal Year	Required Enplaned Passenger Level	Supplemental Revenue Sharing Gross Revenue Threshold
2015	17,028,500	\$30,000,000
2016	17,369,100	\$33,600,000
2017	17,716,500	\$34,272,000
2018	18,070,800	\$34,957,440
2019	18,432,200	\$35,656,589
2020	18,800,900	\$36,369,721

The required enplaned passenger level figures represent a 2% increase each year starting with 2013 actuals (2014 is escalated at 2% above 2013). The supplemental revenue sharing gross total threshold figures are also escalated

at annual increases of 2%. The change from 2015 to 2016 includes incorporation of the G Concourse and Southwest concessions area.

- b. If Enplaned Passengers in any Fiscal Year do not exceed the Required Enplaned Passenger Level for such Fiscal Year set forth in paragraph 3(a) above, but exceed the Required Enplaned Passenger Level for the previous Fiscal Year, Supplemental Revenue Sharing for the Fiscal Year will be a portion of full Supplemental Revenue Sharing, determined by dividing (i) the number of Revenue Passengers that exceed the previous Fiscal Year's Required Enplaned Passenger Level by (ii) the difference between the previous Fiscal Year's Required Enplaned Passenger Level and the current Fiscal Year's Required Enplaned Passenger Level and (iii) multiplying that fraction by 25% of the Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Threshold for the current Fiscal Year but below the 50% Annual Gross Revenue for Selected Concessions threshold for such Fiscal Year. (EXAMPLE: If the required Enplaned Passenger Level for a Fiscal Year is 1,000,000 passengers higher than the preceding Fiscal Year's Required Enplaned Passenger Level, but Enplaned Passengers in a Fiscal Year only exceed the prior Fiscal Year's Required Enplaned Passenger Level by 600,000 passengers, Supplemental Revenue Sharing will be $\frac{6}{10} \times 25\%$ (which is equal to 15%) of the Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Threshold for the current Fiscal Year but below the 50% Annual Gross Revenue for Selected Concessions threshold stated in paragraph 1(b) above.)
4. The total rebate amount shall be allocated among Signatory Airlines according to their pro rata share of Enplaned Passengers for the Fiscal Year and shall be structured as a post-year-end check to AIRLINE issued by MAC no later than 240 days following each Fiscal Year, subject to correction following any applicable audit. However, MAC shall have the right to offset the total rebate payable to AIRLINE by any amount AIRLINE owes to MAC that is past due including amounts due under this Agreement or any other agreement between MAC and AIRLINE.
5. Notwithstanding the foregoing, MAC shall have the right to reduce the amount of Revenue Sharing with respect to any Fiscal Year to the extent necessary so that the Net Revenues of the MAC taking into account the Revenue Sharing for such Fiscal Year will not be less than 1.25x of the total Debt Service of MAC for such Fiscal Year. In the event that the Revenue Sharing is reduced in any Fiscal Year by any amount (the "Deferred Revenue Sharing Amount") as a result of the operation of this Article VI. (Alternate), MAC will accrue the Deferred Revenue Sharing Amount and credit such amount to the Signatory Airlines in the subsequent Fiscal Year (or, if such amount may not be credited in accordance with this Article VI. (Alternate) in such subsequent Fiscal Year, then such amount will be credited in the next succeeding Fiscal Year in which such credit may be issued in accordance with this Article VI. (Alternate); and
6. The rights of any Signatory Airline to any payment, credit or application of Revenue Sharing to or for the benefit of such Signatory Airline is a contract right, in existence and effective as of January 1, 2006 (subject to Section XII of the Amended and Restated Third Amendment), and any such payment, credit or application actually made is proceeds thereof.

V. CALCULATION OF RENTS, FEES, AND CHARGES

Effective January 1, 2013, Article VI (Alternate), “Calculation of Rents, Fees and Charges” as added via the Amended and Restated Third Amendment is hereby amended by adding the below Section K “Airline Passenger Services:”

VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES.

K. AIRLINE PASSENGER SERVICES

AIRLINE agrees to reimburse MAC for providing porter services and security line management services in lieu of AIRLINE providing such passenger services. The expense for the porter services will be billed to AIRLINE directly and prorated among the Signatory Airlines using the Common Use Formula. The expense for security line management services will be billed to AIRLINE directly and prorated among the Signatory Airlines based on its percentage of Enplaned Passengers.

For future passenger services provided by MAC in lieu of Airline providing such passenger services, AIRLINE shall reimburse MAC for the costs of such services to the extent such costs are approved in advance by a Majority-In-Interest of the Signatory Airlines. The expense for such services will be billed to AIRLINE directly and prorated among the Signatory Airlines using the Common Use Formula or other formula as mutually agreed upon by MAC and a Majority-In-Interest of the Signatory Airlines.

VI. CALCULATION OF RENTS, FEES, AND CHARGES

Effective January 1, 2016, Article VI (Alternate), “Calculation of Rents, Fees and Charges” as scheduled to be amended via the Fifth Amendment effective January 1, 2016 is hereby amended by adding the below Section K “Airline Passenger Services:”

VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES.

K. AIRLINE PASSENGER SERVICES

AIRLINE agrees to reimburse MAC for providing porter services and security line management services in lieu of AIRLINE providing such passenger services. The expense for the porter services will be billed to AIRLINE directly and prorated among the Signatory Airlines using the Common Use Formula. The expense for security line management services will be billed to AIRLINE directly and prorated among the Signatory Airlines based on its percentage of Enplaned Passengers.

For future passenger services provided by MAC in lieu of Airline providing such passenger services, AIRLINE shall reimburse MAC for the costs of such services to the extent such costs are approved in advance by a Majority-In-Interest of the Signatory Airlines. The expense for such services will be billed to AIRLINE directly and prorated among the Signatory Airlines using the Common Use Formula or other formula as mutually agreed upon by MAC and a Majority-In-Interest of the Signatory Airlines.

VII. CAPITAL EXPENDITURES

Effective the January 1, 2015, Article VII “Capital Expenditures” is hereby deleted in its entirety and replaced with the following:

VII. CAPITAL EXPENDITURES

A. GENERAL

1. Subject to the provisions of Sections B and D of this Article, MAC may incur costs to plan, design, and construct Capital Projects to preserve, protect, enhance, expand, or otherwise improve the Airport System, or parts thereof, at such time or times as it deems appropriate, and may recover through airline rents, fees, and charges the costs of such Capital Projects.
2. Subject to the provisions of this Article, MAC may pay the Capital Cost associated with any Capital Project using funds lawfully available for such purposes as it deems appropriate, and may issue Airport Bonds in amounts sufficient to finance any Capital Project.
3. MAC will use its best efforts to obtain and maximize: (a) federal and state grants, including MNDOT and AIP grants; (b) one hundred eighty six million dollars (\$186,000,000) in federal letter of intent (“LOI”) and side agreements; and (c) fifty million dollars (\$50,000,000) in additional entitlement/discretionary money for a total of two hundred thirty six million dollars (\$236,000,000). In the event MAC decides to issue debt to interim finance project costs otherwise chargeable to cost centers affecting airline rates and charges expected to be paid from the future receipt of LOI discretionary grants it will include interest and issuance costs associated with this debt in the calculation of airline rates and charges.
4. This Agreement shall not be interpreted: (a) to impair the authority of MAC to impose a Passenger Facility Fee or to use the Passenger Facility revenue as required by the PFC legislation or PFC Regulations; (b) to restrict MAC from financing, developing or assigning new capacity at the Airport with Passenger Facility revenue if and to the extent such restriction would violate the PFC legislation or PFC Regulations; (c) to preclude MAC from funding, developing, or assigning new capacity at the Airport with PFC revenue in any manner required by the PFC legislation or the PFC Regulations; or (d) to prevent MAC from exercising any other right it is required to retain by the PFC legislation or PFC Regulations if and to the extent it is so required to be retained by the PFC legislation or PFC Regulations. Subject to these provisions, however, MAC and AIRLINE agree as follows:
 - a. AIRLINE and MAC agree that MAC may impose a PFC throughout the Term of this Agreement.
 - b. MAC will use all PFC revenue, including PFCs attributable to increases in the PFC collection rate, collected during the Term of this Agreement to pay the Capital Costs of the 2010 Plan, as the same may be amended pursuant to the terms of this Agreement, and any associated debt service, except that to the extent that PFC’s are not legally authorized to be used for such purpose under applicable law, they may be expended for the purposes for which they are legally authorized.
 - c. Actual PFC revenue from the lesser of ninety percent (90%) of Originating Passengers or forty-five percent (45%) of Enplaned Passengers for the

period from 2011 to 2030 will be applied to fund Capital Costs associated with the 2010 Plan before being applied in any other manner. A portion (as defined below) of the PFC's expected to be collected for the period from 2011 to 2030 will be used to structure a bond issue to fund Capital Costs associated with the 2010 Plan. Such Capital Costs will not be charged to airline cost centers, however debt service not actually paid with PFC's may be recovered from the Airlines through a special charge to the appropriate airline cost center. This "portion" shall be determined by MAC, after consultation with its financial advisors in conjunction with the issuance of debt associated with the 2010 Plan, based upon its projections of the amount of PFC revenue which will be generated from the lesser of ninety percent (90%) of the projected Originating Passengers or forty-five percent (45%) of the projected Enplaned Passengers for the period from 2011 to 2030, based upon MAC's forecasts of passenger growth and an assumed \$5.00 per passenger PFC collection rate.

- d. Notwithstanding the above, commencing in Fiscal Year 2015, MAC will use its best efforts to secure additional leveraging of PFC revenues for capital projects associated with the 2010 Series A&B bonds (the "2010 Bonds"), such that to the greatest extent possible, up to 50% of PFC revenues generated at the Airport will be applied to debt service. The period during which such increased percentage of PFC revenues will be used for debt service on the 2010 Bonds will begin in Fiscal Year 2015 and end upon the later of the defeasement of the 2010 Bonds or the defeasement of any bonds issued to refund or refinance the 2010 Bonds.
5. MAC agrees to structure debt so that MAC's construction fund balance will not exceed one hundred twenty-five million dollars (\$125,000,000) on December 31, 2010. Any excess beyond this amount will be applied to reduce debt.
 6. Annually MAC shall submit to each Signatory Airline a report on the Capital Projects that MAC plans to commence during a Fiscal Year. MAC may from time to time amend or supplement such report for the then-current year by providing supplementary notice to each Signatory Airline. The report (or supplemental report) shall contain the following information:
 - a. A description of each Capital Project, together with statement of the need for and benefits to be derived from each Capital Project.
 - b. A schedule of estimated project costs and proposed funding sources for each Capital Project.
 - c. A notice requesting MII approval of the Capital Projects, if any, that are subject to MII review under Section B of this Article.

B. CAPITAL PROJECTS SUBJECT TO MII REVIEW

MAC may not recover through airline rents, fees, or charges the Capital Costs, including the Off-Airport Aircraft Noise Costs, of any Capital Project in the Airfield Cost Center whose gross project costs exceed one million dollars (\$1,000,000) without the prior approval of a Majority-in-Interest of Signatory Airlines.

1. Each Capital Project, which is subject to this Section B, shall be deemed to be “Approved by a Majority-In-Interest of Signatory Airlines” unless MAC receives, within forty-five (45) days of mailing the report specified in Section A of this Article, either: (a) written responses from a Majority-In-Interest of Signatory Airlines and such responses signify that a Majority-In-Interest of Signatory Airlines disapprove such Capital Project or (b) a certificate from the chair of the MSP Airport Affairs Committee, with supporting documentation establishing that a Majority-In-Interest of Signatory Airlines disapprove such Capital Project.
2. MAC may proceed with any Capital Project that was disapproved by a Majority-In-Interest of Signatory Airlines; provided, however, that MAC may not recover through airline rents, fees, or charges the Capital Costs, including the Off-Airport Aircraft Noise Costs, of any disapproved Capital Project.
3. Notwithstanding the foregoing and subject to the limitations described below, the 2010 Plan Airfield Programs shall be deemed to be Approved by a Majority-in-Interest of Signatory Airlines.

C. CAPITAL PROJECTS NOT SUBJECT TO MII REVIEW

Without the prior approval of a Majority-In-Interest of Signatory Airlines, MAC may incur costs to plan, design, and construct at such time or times as it deems appropriate, and may recover through airline rents, fees, and charges the costs of the following Capital Projects:

1. Any Capital Project that is not in the Airfield Cost Center except as set forth in D. below.

MAC plans to undertake a program of improvements to the Airport System known as the 2010 Plan. The 2010 Plan, which is described in Exhibit I, includes Capital Projects that are not in the Airfield Cost Center as well as the 2010 Plan Airfield Programs. Such Capital Projects are so identified in Exhibit I.
2. Any Capital Project in the Airfield Cost Center that is necessary to comply with a rule, regulation, or order of any governmental agency, other than an ordinance of MAC, which has jurisdiction over the operation of the Airport.
3. Any Capital Project in the Airfield Cost Center that is necessary to satisfy a final judgment against MAC rendered by a court of competent jurisdiction.
4. Any Capital Project in the Airfield Cost Center that is necessary to repair casualty damage, the cost of which exceeds the proceeds of applicable insurance; provided that the MAC may recover the Capital Cost of such repair only to the extent that the cost of reconstruction or replacement exceeds the insurance proceeds available for such purposes.

D. 2010 PLAN AIRFIELD PROGRAMS

Exhibit F

1. Subject to the limitations described below, MAC has the right to incur costs to plan, design, and construct at such time or times as it deems appropriate and to recover through airline rents, fees, and charges the costs of the 2010 Plan Airfield Programs, which are identified in Exhibit I.
2. MAC may add, delete, or otherwise modify components of the 2010 Plan Airfield Programs; provided, however, that no such modifications may materially change the scope of any of the 2010 Plan Airfield Programs without the prior approval of a Majority-In-Interest of Signatory Airlines. MAC shall provide Signatory Airlines with annual updates on the progress of the 2010 Airfield Programs including modifications to the 2010 Plan Airfield Program in reasonable detail.
3. MAC will use its best efforts to obtain a letter of intent for AIP discretionary grants to fund eligible costs of the Runway 17/35 Program.
4. The Original Cost Estimate (stated in 1998 dollars) of each 2010 Plan Airfield Program is presented in Exhibit I. MAC may not exceed the Original Cost Estimate of any 2010 Plan Airfield Program except as set forth in this Section.
5. MAC may revise the Original Cost Estimate of a 2010 Plan Airfield Program as follows:
 - a. From time to time to reflect material scope changes approved by MAC and by a Majority-In-Interest of the Signatory Airlines; and
 - b. Annually in accordance with changes in inflation. Such revision shall be calculated by adjusting the Original Cost Estimate (as revised to reflect material scope changes) by changes in the *Engineering News Record* Construction Cost Index for Minneapolis.
 - c. To reflect increases in the cost of the Noise Mitigation Program caused by increases in the size of the approved 65 DNL noise contour, as documented in the FAR Part 150 Program.
6. MAC shall develop and maintain Current Cost Estimates for each of the 2010 Plan Airfield Programs.
7. In the event the Current Cost Estimate of any of the 2010 Plan Airfield Programs exceeds the Original Cost Estimate, as revised, for such Program, then the MAC at its sole discretion shall do one or more of the following:
 - a. After consultation with Airlines, modify or defer until after 2010 a sufficient number of projects contained in such Program so that the Current Cost Estimate does not exceed the Original Cost Estimate, as revised in accordance with Paragraph D.5. of this Section; or
 - b. Fund the amount of the excess and exclude depreciation and interest on such amount from the calculation of rents, fees, and charges; or
 - c. Obtain approval for additional costs from a Majority-In-Interest of Signatory Airlines. The Majority-In-Interest approval is required only on

Exhibit F

the portion of the Current Cost Estimate that exceeds the Original Cost Estimate, as revised in accordance with Paragraph D.5. of this Section.

E. MAJORITY-IN-INTEREST WAIVER

Beginning in January 1, 2010, AIRLINE agrees that MAC may include in its capital improvement program up to \$50 million per year (in 2001 dollars) for miscellaneous Capital Projects (“Contingency Projects”) as determined by MAC. Notwithstanding any other provision of this Agreement, these Contingency Projects may include at MAC’s discretion projects to be included in the Airfield Cost Center, and this Agreement shall be deemed to be AIRLINE’S approval (if required) of any such Capital Project without any requirement for Majority-In-Interest review.

F. 2015-2017 CAPITAL IMPROVEMENT PROGRAM

AIRLINE agrees not to oppose the proposed three-gate expansion at T2 and agrees to support the following proposed MAC infrastructure improvements and alternatives in T1: security checkpoint consolidation, lobby upgrades, and additional structured parking, subject to consultation and review by DELTA, as chair of AAAC, for each such project. DELTA and MAC will continue to investigate DELTA’s return to the MAC of its remaining B Concourse space.

VIII. SUPPLEMENTAL AGREEMENTS

Effective the date of this Seventh Amendment, Article XIII “Supplemental Agreements” is hereby amended by adding the following Section J “DELTA Baggage System:”

XIII. SUPPLEMENTAL AGREEMENTS

J. DELTA BAGGAGE SYSTEM

To the extent PFC eligible, MAC will acquire the DELTA-owned baggage system at the adjusted appraised value of \$8.05 million. MAC will agree to use of PFCs to the extent eligible to fund up to \$10 million in system upgrades, the specific upgrades to be subject to review and approval by MAC Finance and Airport Development Departments, such approval not to be unreasonably withheld. DELTA will remain responsible for system maintenance. DELTA agrees to fully support MAC’s PFC application to the FAA for the purchase of the baggage system and upgrades. MAC agrees to make progress payments for the purchase of the baggage system of \$2 million per year in 2015 and 2016, however such payments shall be refunded to MAC to the extent sufficient PFC funds are not approved to cover these progress payments. MAC will pay the remaining balance for the purchase of the system and any approved system upgrades once, and only if, approved PFC funds become eligible. Title to the baggage system and any and all improvements will transfer to MAC 60 days after baggage system upgrades are completed or on such alternate date as agreed upon by DELTA and MAC in writing.

IN WITNESS WHEREOF, the parties have signed and executed this Amendment in duplicate the day and year first below written.

METROPOLITAN AIRPORTS COMMISSION

Date: Feb 25, 2015

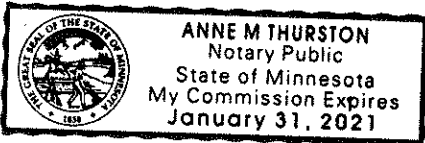
By: Eric L Johnson
Jeffrey W. Hamiel, Executive Director

Eric L Johnson

DIRECTOR
COMMERCIAL MANAGEMENT AND
AIRLINE AFFAIRS

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on the 25th day of February, 2015, by Eric L Johnson,
the ~~Executive Director~~ of the Metropolitan Airports Commission on behalf of the Commission.
Commercial Management and Airline Affairs



Anne M Thurston
Notary Public

DELTA AIR LINES, INC.

Date: 4/23, 2015

By: Shane Jones

Its: Shane Jones
Vice President-Corporate Real Estate

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

This instrument was acknowledged before me on the 23 day of April, 2015,
by Shane Jones, the Vice President of Delta Air Lines, Inc.



Lisa Gavin
Notary Public

**2015A AMENDMENT TO
AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE
MINNEAPOLIS-ST. PAUL INTERNATIONAL AIRPORT**

This 2015A Amendment to Airline Operating Agreement and Terminal Building Lease (the “2015A Amendment”) is entered into as of the 1st day of January, 2015, by and between the Metropolitan Airports Commission, a public corporation under the laws of the State of Minnesota (hereinafter referred to as “MAC” or “Commission”), and American Airlines, Inc., a corporation organized and existing under the laws of Delaware and authorized to do business in the State of Minnesota (hereinafter referred to as “AIRLINE”).

WHEREAS, MAC and AIRLINE entered into an Airline Operating Agreement and Terminal Building Lease effective January 1, 2012 and amended such agreement through the 2007A, 2011, and 2014 amendments (collectively, “Lease” or “Agreement”).

WHEREAS, in order to make consistent the Agreement among the various AIRLINES, this 2015A Amendment may restate sections already agreed to by some AIRLINES in previous amendments.

WHEREAS, MAC wishes to maintain the Airport as a competitive environment for airlines to operate and AIRLINE wishes to maintain passenger growth at the Airport.

NOW THEREFORE, in consideration of the foregoing, the parties agree to amend the Lease as follows:

I. INCORPORATION OF AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

Except as set forth in this 2015A Amendment, the Lease shall remain in full force and effect. In the event of a conflict between this 2015A Amendment and the Lease, the provisions of this 2015A Amendment shall control.

II. DEFINITIONS

All capitalized terms used in this 2015A Amendment but not defined herein shall have the meanings given them in the Lease. Effective when indicated, the following terms, as used herein and in the Lease, shall have the meanings set forth below and, to the extent any such term was defined in the Lease, the definition contained in the Lease shall be deleted and replaced with the definition for such term set forth below:

A. Effective January 1, 2012:

1. “Terminal Building” mean the passenger terminal buildings known as the Lindbergh Terminal, the Southwest Addition, Concourses A,B,C,D,E, and F, as shown on Exhibit C, including but not limited to, underground parking beneath the Lindbergh Terminal, a portion of the auto rental/parking/terminal people mover, the Ground Transportation Center (the “GTC”), skyways, and the Energy Management Center, the Delta Sky Club, and the non-Delta portion of the IAF penthouse space, together with additions and/or changes thereto (excluding the G Concourse, but including the IAF).

2. “G Concourse” (formally known as “Gold Concourse”) means the original Loading Pier A which consists of gates 1-9, the Loading Pier A Extension which consists of the balance of the gates (gates 10 through the end of the concourse) (but excluding the Delta Sky Club), and the Delta portion of the IAF penthouse space (but excluding the non-Delta portion of the IAF penthouse space), all as more specifically depicted on Exhibit E.

B. Effective January 1, 2016:

1. “Food and Beverage Concessions” means companies or other business organizations that principally sell consumable food or beverages items, excluding vending operations, to the traveling public at the Lindbergh or Humphrey Terminals, pursuant to concessions agreements with MAC.
2. “Annual Gross Revenue” means rent, concessions fees or similar charges actually received during any Fiscal Year by MAC from Selected Concessions. Annual Gross Revenue shall not include sales taxes, utility fees, consortium fees, key money, customer facilities charges or other similar “pass through” charges. Annual Gross Revenue shall be reduced by any amount paid to the Airport Foundation MSP by MAC for services provided at the Airport, subject to a cap of \$700,000 per year in 2016, escalating at 2% per year thereafter. MAC may increase this cap unless such increase is disapproved by a Majority-In-Interest of the Signatory Airlines.
3. “Humphrey Terminal Repair and Replacement Surcharge” shall be equal to 8.7 percent (8.7 %) of the Repair and Replacement Amount. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
4. “Lindbergh Terminal Repair and Replacement Surcharge” shall be equal to 21.9 percent (21.9 %) of the Repair and Replacement Amount divided by Airline Rented Space. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
5. “Landing Fee Repair and Replacement Amount” shall be equal to 65.6 percent (65.6 %) of the Repair and Replacement Amount. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
6. “Merchandise Concessions” means companies or other business organizations that principally sell retail or news products, excluding automated vending items, to the traveling public at the Lindbergh or Humphrey Terminals, pursuant to concessions agreements with MAC.
7. “Repair and Replacement Amount” means a \$20,909,407 deposit for Fiscal Year 2016, and increased by three percent (3%) per annum for each Fiscal Year thereafter compounded annually (i.e., \$21,536,741 in Fiscal Year 2017, \$22,182,843 in Fiscal Year 2018, etc.) to a Repair and Replacement subaccount within the construction fund to be expended for major maintenance and minor (less

than \$2 million) capital projects, except for automobile parking facilities and roadways.

8. “Terminal Apron Repair and Replacement Amount” shall be equal to 3.9 percent (3.9 %) of the Repair and Replacement Amount. This allocation shall may adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
9. “Terminal Building” means the passenger terminal buildings known as the Lindbergh Terminal, the Southwest Addition, Concourses A,B,C,D,E,F, and G, as shown on Exhibit C, including but not limited to, underground parking beneath the Lindbergh Terminal, a portion of the auto rental/parking/terminal people mover, the Ground Transportation Center (the “GTC”), skyways, the IAF, and the Energy Management Center, the Delta Sky Club, together with additions and/or changes thereto.
10. “Concessionaires” means Food and Beverage Concessions or Merchandise Concessions.

III. TERM

Article II – TERM of the Lease is hereby deleted and replaced with the following to reflect extension of the Term through 2018:

II. TERM

The Term of this Agreement shall begin as of the effective date of this Lease and end December 31, 2018, except as expressly provided herein (hereinafter referred to as the “Term”), and the rents, fees, and charges established in this Agreement shall apply to said Term.

IV. USE OF THE AIRPORT

Effective January 1, 2012, Article III.B.2. is hereby deleted and replaced with the following:

B. EXCLUSIONS, RESERVATIONS, AND CONDITIONS

2. MAC reserves the right to contract for the sale to the public of food, beverages (including alcoholic beverages), tobacco, merchandise, personal services, and business services within the Terminal Complex, and to charge for the privilege so to do. Subject to the conditions set forth below, AIRLINE hereby consents to allow any Concessionaires within the Airport, if so authorized by MAC, to deliver goods (food and alcohol included) to any customer located within AIRLINE’s holdroom areas. This consent includes allowing the Concessionaires to enter the AIRLINE’s holdroom area for the purpose of delivering goods to the customer and securing payment. AIRLINE also consents to allow vendors, deliveries, and the general public to have reasonable access, through its holdrooms, to any concessions space which requires such access. The foregoing consent is given subject to the following conditions:

- a. MAC shall not allow any use of AIRLINE’s holdroom areas by any Concessionaire in any way that could, as reasonably determined by AIRLINE, adversely impact AIRLINE’s conduct of its airline operations from such holdrooms. At AIRLINE’s request, MAC shall limit or modify Concessionaire’s activities in AIRLINE’s holdroom areas if necessary to prevent interference with AIRLINE’s operations in or from such areas.

- b. Prior to allowing any Concessionaires access to AIRLINE’s holdroom areas for the purposes described in this Article III.B.2, MAC shall require such Concessionaires to indemnify AIRLINE to the same extent such Concessionaires indemnify MAC with respect to claims and damages that arise out of Concessionaires’ operations in AIRLINE’s holdroom areas and to add AIRLINE as an additional insured to Concessionaires’ liability insurance policies required under MAC’s agreement with such Concessionaires.

MAC shall not authorize any other activity by any Concessionaire within AIRLINE's holdroom area without first consulting with AIRLINE in good faith and giving AIRLINE a reasonable opportunity to voice any objections it may have to such activity. However, if such activity involves the construction of improvements or placement of property in the AIRLINE’S holdroom area, consent by AIRLINE will be required and may be granted or withheld in AIRLINE’S sole discretion.

V. PREMISES

2.1 Effective October 1, 2014, Article IV.A. “Leased Premises” of the Lease is hereby deleted in its entirety and replaced with the following:

A. LEASED PREMISES

For the Term of this Agreement, MAC, in consideration of the compensation, covenants, and agreements set forth herein to be kept and performed by AIRLINE, hereby leases to AIRLINE, upon the conditions set forth in this Agreement, the areas in the Terminal Complex as described and identified in Exhibit J and the initial assignment of aircraft parking positions as described and identified in Exhibit D. AIRLINE shall lease these areas on an Exclusive, Preferential, or Common Use basis as follows:

Ground Transportation Center Offices	Exclusive
Ticket counter and office	Exclusive
Baggage make-up area and claim office	Exclusive
VIP Clubs	Exclusive
Operations areas	Exclusive
Enclosed storage areas	Exclusive
Holdroom	Preferential
Aircraft parking positions on Terminal Apron	Preferential
Regional Ramp	Preferential
Tug drive	Common
Outbound baggage area	Common

Inbound baggage area	Common
Baggage claim area	Common
IAF sterile circulation corridor	Common
IAF Inspections Area	Common
IAF baggage claim	Common
IAF ticketing and baggage recheck	Common

MAC and AIRLINE may, from time to time, add, subject to availability, additional space to the various Premises of AIRLINE by jointly executing revised Exhibits J or D as appropriate. Space added to AIRLINE's Premises shall be subject to all of the terms, conditions, requirements, and limitations of this Agreement and AIRLINE shall pay to MAC all rents, fees, and charges applicable to such additional space in accordance with the provisions of this Agreement.

2.2 Effective October 1, 2014, Article IV.K “Mid-Term Relinquishment of Premises” of the Lease is hereby deleted in its entirety and replaced with the following:

K. COMMON OUTBOUND BAGGAGE AREAS

1. MAC will provide in the common use outbound baggage area a common use outbound baggage system.

VI. RENTS, FEES, AND CHARGES

Effective October 1, 2014, Article V.B.5. “Terminal Rents and Surcharge” of the Lease is hereby deleted and replaced with the following:

5. Terminal Building Rents and Surcharge

AIRLINE shall pay to MAC monthly Terminal Building rentals and the Lindbergh Terminal Repair and Replacement Surcharge for its Exclusive (janitored and unjanitored), Preferential and Common Use Space in the Terminal Building. The Terminal Building rental rates shall be calculated according to the procedures set forth in Article VI. or Article VI (Alternate).

Terminal Building rentals for Common Use Space (except the IAF and outbound baggage areas) shall be prorated among Signatory Airlines using the Common Use Formula.

Effective January 1, 2012 Article V.B. “Rents, Fees, and Charges” of the Lease is hereby amended to add the following:

10. Lindbergh Terminal Vacancy Surcharge

In addition to any other rents, fees, or charges, AIRLINE shall pay to MAC monthly Terminal Building rentals and the Lindbergh Terminal Vacancy Surcharge for its Exclusive (janitored and unjanitored), Preferential, and Common Use Space in the Terminal Building. The Lindbergh Terminal Vacancy Surcharge shall be \$1.00 per square foot for 2012 and 2013. MAC, at its sole discretion, may reduce or eliminate the 2013 surcharge in the event sufficient vacant space is occupied in 2012 or anticipated to be occupied in 2013.

VII. CALCULATION OF RENTS, FEES, AND CHARGES

Effective January 1, 2015, Article VI (Alternate), “Calculation of Rents, Fees and Charges, Section I “Revenue Sharing,” as added via the 2007A Amendment is hereby deleted and replaced with the following:

VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES.

I. Revenue Sharing

1. Beginning January 1, 2006, subject to Section IX of the 2007A Amendment to the Airline Operating Agreement and Terminal Building Lease, in conjunction with its Year End Adjustments of Rents, Fees and Charges, MAC will rebate to AIRLINE a portion of the Annual Gross Revenues for Selected Concessions for the most recent Fiscal Year under the following schedule (“Revenue Sharing”) (all dollar amounts set forth in this Article VI (Alternate) shall apply for 2006 only and shall be escalated for each Fiscal Year after 2006 on an annual compounded basis by the Selected Concession Revenue Escalation Factor):
 - a. If Annual Gross Revenues for the Selected Concessions for 2006 are between \$25 million and \$32.299 million for the Fiscal Year, 25% of gross revenues;
 - b. If Annual Gross Revenues for the Selected Concessions are above \$ 32.299 million for the Fiscal Year, 25% of gross revenues up to \$32.299 million and 50% of gross revenues above \$32.299 million;
2. Reduced sharing of gross revenues if Annual Gross Revenues for the Selected Concessions are below \$25 million for the Fiscal Year;
 - a. \$24 million to \$24.99 million – 20%
 - b. \$23 million to \$23.99 million – 15%
 - c. \$22 million to \$22.99 million – 10%
 - d. \$21 million to \$21.99 million – 5%
3. Supplemental Revenue Sharing.

If Enplaned Passengers exceed the following levels during any Fiscal Year, the Signatory Airlines shall be entitled to Supplemental Revenue Sharing, defined as an additional 25% of Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Thresholds stated below but below the 50% Annual Gross Revenue for Selected Concessions threshold stated in paragraph 1(b) above, allocated pursuant to the procedures and subject to the limitations stated in this Article:

Fiscal Year	Required Enplaned Passenger Level	Supplemental Revenue Sharing Gross Revenue Threshold
2015	17,028,500	\$30,000,000

The required enplaned passenger level figure represents a 2% increase each year starting with 2013 actuals (2014 is escalated at 2% above 2013). The supplemental revenue sharing gross total threshold figure is also escalated at annual increases of 2%.

4. The total rebate amount shall be allocated among Signatory Airlines according to their pro rata share of Enplaned Passengers for the Fiscal Year and shall be structured as a post-year-end check to AIRLINE issued by MAC no later than 240 days following each Fiscal Year, subject to correction following any applicable audit. However, MAC shall have the right to offset the total rebate payable to AIRLINE by any amount AIRLINE owes to MAC that is past due including amounts due under this Agreement or any other agreement between MAC and AIRLINE.
5. Notwithstanding the foregoing, MAC shall have the right to reduce the amount of Revenue Sharing with respect to any Fiscal Year to the extent necessary so that the Net Revenues of the MAC taking into account the Revenue Sharing for such Fiscal Year will not be less than 1.25x of the total Debt Service of MAC for such Fiscal Year. In the event that the Revenue Sharing is reduced in any Fiscal Year by any amount (the "Deferred Revenue Sharing Amount") as a result of the operation of this Article VI. (Alternate), MAC will accrue the Deferred Revenue Sharing Amount and credit such amount to the Signatory Airlines in the subsequent Fiscal Year (or, if such amount may not be credited in accordance with this Article VI. (Alternate) in such subsequent Fiscal Year, then such amount will be credited in the next succeeding Fiscal Year in which such credit may be issued in accordance with this Article VI. (Alternate); and
6. The rights of any Signatory Airline to any payment, credit or application of Revenue Sharing to or for the benefit of such Signatory Airline is a contract right, in existence and effective as of January 1, 2006 (subject to Section XII of the Amended and Restated Third Amendment), and any such payment, credit or application actually made is proceeds thereof.

VIII. CALCULATION OF RENTS, FEES, AND CHARGES

Effective January 1, 2016, Article VI (Alternate), "Calculation of Rents, Fees and Charges, Section G "IAF Use Fees," Section I "Revenue Sharing," and Exhibit N are hereby deleted and replaced with the following and an updated Exhibit N:

VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES

G. IAF USE FEES

The IAF use fee for use of the IAF shall be effective through December 31, 2020 and shall be based upon:

1. The cost of the maintenance and operation of the International Arrivals Facility which may include, but is not limited to:
 - a. utilities;
 - b. cleaning;

- c. maintenance (including the costs of maintaining the security equipment that existed as of April 1998);
 - d. police, fire, and administrative cost allocation;
 - e. costs of providing passenger baggage carts, if any;
 - f. costs of providing staff parking for federal inspections agency staff; and
 - g. \$4.17 per square foot recoupment for lost rental area in the G Concourse.
- 2. Costs associated with the operation of dual international arrivals facility locations at the Airport, based on the appropriate allocation of costs between the two facilities, not otherwise funded by the federal inspections agencies including, but not limited to additional personnel and equipment used by those agencies; and
 - 3. Debt Service, if any; and

Items (1) through (3) above, for which AIRLINE will be billed monthly, shall be set annually at an estimated charge through MAC's budget process and then adjusted at year end for actual costs pursuant to certified audit by MAC's external auditors and such difference shall be charged or credited to AIRLINE and paid by AIRLINE or MAC within thirty (30) days thereafter.

I. REVENUE SHARING

- 1. Beginning January 1, 2016, subject to Section IX of the 2007A Amendment to the Airline Operating Agreement and Terminal Building Lease, in conjunction with its Year End Adjustments of Rents, Fees and Charges, MAC will rebate to AIRLINE a portion of the Annual Gross Revenues for Selected Concessions for the most recent Fiscal Year under the following schedule (“Revenue Sharing”) (all dollar amounts set forth in this Article VI (Alternate) shall apply for 2016 only and shall be escalated for each Fiscal Year after 2016 on an annual compounded basis by the Selected Concession Revenue Escalation Factor):
 - a. If Annual Gross Revenues for the Selected Concessions for 2016 are between \$44,042,802 and \$56,903,300 for the Fiscal Year, 25% of gross revenues;
 - b. If Annual Gross Revenues for the Selected Concessions are above \$56,903,300 for the Fiscal Year, 25% of gross revenues up to \$56,903,300 and 50% of gross revenues above \$56,903,300;
- 2. Reduced sharing of gross revenues if Annual Gross Revenues for the Selected Concessions are below \$44,042,802 for the Fiscal Year:
 - a. \$40,667,566 to \$44,042,802 – 20%

- b. \$39,117,966 to \$40,667,566 – 15%
- c. \$37,568,365 to \$39,117,966 – 10%
- d. \$36,018,765 to \$37,568,365 – 5%

3. Supplemental Revenue Sharing.

- a. If Enplaned Passengers exceed the following levels during any Fiscal Year, the Signatory Airlines shall be entitled to Supplemental Revenue Sharing, defined as an additional 25% of Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Thresholds stated below but below the 50% Annual Gross Revenue for Selected Concessions threshold stated in paragraph 1(b) above, allocated pursuant to the procedures and subject to the limitations stated in this Article:

Fiscal Year	Required Enplaned Passenger Level	Supplemental Revenue Sharing Gross Revenue Threshold
2015	17,028,500	\$30,000,000
2016	17,369,100	\$33,600,000
2017	17,716,500	\$34,272,000
2018	18,070,800	\$34,957,440
2019 ¹	18,432,200	\$35,656,589
2020 ²	18,800,900	\$36,369,721

The required enplaned passenger level figures represent a 2% increase each year starting with 2013 actuals (2014 is escalated at 2% above 2013). The supplemental revenue sharing gross total threshold figures are also escalated at annual increases of 2%. The change from 2015 to 2016 includes incorporation of the G Concourse and Southwest concessions area.

- b. If Enplaned Passengers in any Fiscal Year do not exceed the Required Enplaned Passenger Level for such Fiscal Year set forth in paragraph 3(a) above, but exceed the Required Enplaned Passenger Level for the previous Fiscal Year, Supplemental Revenue Sharing for the Fiscal Year will be a portion of full Supplemental Revenue Sharing, determined by dividing (i) the number of Revenue Passengers that exceed the previous Fiscal Year’s Required Enplaned Passenger Level by (ii) the difference between the previous Fiscal Year’s Required Enplaned Passenger Level and the current Fiscal Year’s Required Enplaned Passenger Level and (iii) multiplying that

¹ Only applicable if Term is extended past December 31, 2018.

² Only applicable if Term is extended past December 31, 2019.

fraction by 25% of the Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Threshold for the current Fiscal Year but below the 50% Annual Gross Revenue for Selected Concessions threshold for such Fiscal Year. (EXAMPLE: If the required Enplaned Passenger Level for a Fiscal Year is 1,000,000 passengers higher than the preceding Fiscal Year's Required Enplaned Passenger Level, but Enplaned Passengers in a Fiscal Year only exceed the prior Fiscal Year's Required Enplaned Passenger Level by 600,000 passengers, Supplemental Revenue Sharing will be $\frac{6}{10} \times 25\%$ (which is equal to 15%) of the Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Threshold for the current Fiscal Year but below the 50% Annual Gross Revenue for Selected Concessions threshold stated in paragraph 1(b) above.)

4. The total rebate amount shall be allocated among Signatory Airlines according to their pro rata share of Enplaned Passengers for the Fiscal Year and shall be structured as a post-year-end check to AIRLINE issued by MAC no later than 240 days following each Fiscal Year, subject to correction following any applicable audit. However, MAC shall have the right to offset the total rebate payable to AIRLINE by any amount AIRLINE owes to MAC that is past due including amounts due under this Agreement or any other agreement between MAC and AIRLINE.
5. Notwithstanding the foregoing, MAC shall have the right to reduce the amount of Revenue Sharing with respect to any Fiscal Year to the extent necessary so that the Net Revenues of the MAC taking into account the Revenue Sharing for such Fiscal Year will not be less than 1.25x of the total Debt Service of MAC for such Fiscal Year. In the event that the Revenue Sharing is reduced in any Fiscal Year by any amount (the "Deferred Revenue Sharing Amount") as a result of the operation of this Article VI. (Alternate), MAC will accrue the Deferred Revenue Sharing Amount and credit such amount to the Signatory Airlines in the subsequent Fiscal Year (or, if such amount may not be credited in accordance with this Article VI. (Alternate) in such subsequent Fiscal Year, then such amount will be credited in the next succeeding Fiscal Year in which such credit may be issued in accordance with this Article VI. (Alternate); and
6. The rights of any Signatory Airline to any payment, credit or application of Revenue Sharing to or for the benefit of such Signatory Airline is a contract right, in existence and effective as of January 1, 2006 (subject to Section XII of the Amended and Restated Third Amendment), and any such payment, credit or application actually made is proceeds thereof.

IX. CALCULATION OF RENTS, FEES, AND CHARGES

Article VI and Article VI(Alternate) (as added via the 2007A Amendment) are hereby amended by adding the below Section K "Outbound Baggage Area Fees" effective October 1, 2014 and Section L "Airline Passenger Services" effective January 1, 2013:

- VI. CALCULATION OF RENTS, FEES AND CHARGES
and
VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES

K. OUTBOUND BAGGAGE AREA FEES

The outbound baggage area rent shall be allocated among Signatory Airlines using the outbound baggage areas by applying the Common Use Formula at the unjanitored terminal building rental rate.

L. AIRLINE PASSENGER SERVICES

AIRLINE agrees to reimburse MAC for providing porter services and security line management services in lieu of AIRLINE providing such passenger services. The expense for the porter services will be billed to AIRLINE directly and prorated among the Signatory Airlines using the Common Use Formula. The expense for security line management services will be billed to AIRLINE directly and prorated among the Signatory Airlines based on its percentage of Enplaned Passengers.

For future passenger services provided by MAC in lieu of Airline providing such passenger services, AIRLINE shall reimburse MAC for the costs of such services to the extent such costs are approved in advance by a Majority-In-Interest of the Signatory Airlines. The expense for such services will be billed to AIRLINE directly and prorated among the Signatory Airlines using the Common Use Formula or other formula as mutually agreed upon by MAC and a Majority-In-Interest of the Signatory Airlines.

X. CAPITAL EXPENDITURES

Effective the January 1, 2015, Article VII “Capital Expenditures” is hereby deleted in its entirety and replaced with the following:

VII. CAPITAL EXPENDITURES

A. GENERAL

1. Subject to the provisions of Sections B and D of this Article, MAC may incur costs to plan, design, and construct Capital Projects to preserve, protect, enhance, expand, or otherwise improve the Airport System, or parts thereof, at such time or times as it deems appropriate, and may recover through airline rents, fees, and charges the costs of such Capital Projects.
2. Subject to the provisions of this Article, MAC may pay the Capital Cost associated with any Capital Project using funds lawfully available for such purposes as it deems appropriate, and may issue Airport Bonds in amounts sufficient to finance any Capital Project.
3. MAC will use its best efforts to obtain and maximize: (a) federal and state grants, including MNDOT and AIP grants; (b) one hundred eighty six million dollars (\$186,000,000) in federal letter of intent (“LOI”) and side agreements; and (c) fifty million dollars (\$50,000,000) in additional entitlement/discretionary money for a total of two hundred thirty six million dollars (\$236,000,000). In the event MAC decides to issue debt to interim finance project costs otherwise chargeable to cost centers affecting airline rates and charges expected to be paid from the future receipt of LOI

discretionary grants it will include interest and issuance costs associated with this debt in the calculation of airline rates and charges.

4. This Agreement shall not be interpreted: (a) to impair the authority of MAC to impose a Passenger Facility Fee or to use the Passenger Facility revenue as required by the PFC legislation or PFC Regulations; (b) to restrict MAC from financing, developing or assigning new capacity at the Airport with Passenger Facility revenue if and to the extent such restriction would violate the PFC legislation or PFC Regulations; (c) to preclude MAC from funding, developing, or assigning new capacity at the Airport with PFC revenue in any manner required by the PFC legislation or the PFC Regulations; or (d) to prevent MAC from exercising any other right it is required to retain by the PFC legislation or PFC Regulations if and to the extent it is so required to be retained by the PFC legislation or PFC Regulations. Subject to these provisions, however, MAC and AIRLINE agree as follows:
 - a. AIRLINE and MAC agree that MAC may impose a PFC throughout the Term of this Agreement.
 - b. MAC will use all PFC revenue, including PFCs attributable to increases in the PFC collection rate, collected during the Term of this Agreement to pay the Capital Costs of the 2010 Plan, as the same may be amended pursuant to the terms of this Agreement, and any associated debt service, except that to the extent that PFC's are not legally authorized to be used for such purpose under applicable law, they may be expended for the purposes for which they are legally authorized.
 - c. Actual PFC revenue from the lesser of ninety percent (90%) of Originating Passengers or forty-five percent (45%) of Enplaned Passengers for the period from 2011 to 2030 will be applied to fund Capital Costs associated with the 2010 Plan before being applied in any other manner. A portion (as defined below) of the PFC's expected to be collected for the period from 2011 to 2030 will be used to structure a bond issue to fund Capital Costs associated with the 2010 Plan. Such Capital Costs will not be charged to airline cost centers, however debt service not actually paid with PFC's may be recovered from the Airlines through a special charge to the appropriate airline cost center. This "portion" shall be determined by MAC, after consultation with its financial advisors in conjunction with the issuance of debt associated with the 2010 Plan, based upon its projections of the amount of PFC revenue which will be generated from the lesser of ninety percent (90%) of the projected Originating Passengers or forty-five percent (45%) of the projected Enplaned Passengers for the period from 2011 to 2030, based upon MAC's forecasts of passenger growth and an assumed \$5.00 per passenger PFC collection rate.

- d. Notwithstanding the above, commencing in Fiscal Year 2015, MAC will use its best efforts to secure additional leveraging of PFC revenues for capital projects associated with the 2010 Series A&B bonds (the “2010 Bonds”), such that to the greatest extent possible, up to 50% of PFC revenues generated at the Airport will be applied to debt service. The period during which such increased percentage of PFC revenues will be used for debt service on the 2010 Bonds will begin in Fiscal Year 2015 and end upon the later of the defeasement of the 2010 Bonds or the defeasement of any bonds issued to refund or refinance the 2010 Bonds.
5. MAC agrees to structure debt so that MAC’s construction fund balance will not exceed one hundred twenty-five million dollars (\$125,000,000) on December 31, 2010. Any excess beyond this amount will be applied to reduce debt.
6. Annually MAC shall submit to each Signatory Airline a report on the Capital Projects that MAC plans to commence during a Fiscal Year. MAC may from time to time amend or supplement such report for the then-current year by providing supplementary notice to each Signatory Airline. The report (or supplemental report) shall contain the following information:
 - a. A description of each Capital Project, together with statement of the need for and benefits to be derived from each Capital Project.
 - b. A schedule of estimated project costs and proposed funding sources for each Capital Project.
 - c. A notice requesting MII approval of the Capital Projects, if any, that are subject to MII review under Section B of this Article.

B. CAPITAL PROJECTS SUBJECT TO MII REVIEW

MAC may not recover through airline rents, fees, or charges the Capital Costs, including the Off-Airport Aircraft Noise Costs, of any Capital Project in the Airfield Cost Center whose gross project costs exceed one million dollars (\$1,000,000) without the prior approval of a Majority-in-Interest of Signatory Airlines.

1. Each Capital Project, which is subject to this Section B, shall be deemed to be “Approved by a Majority-In-Interest of Signatory Airlines” unless MAC receives, within forty-five (45) days of mailing the report specified in Section A of this Article, either: (a) written responses from a Majority-In-Interest of Signatory Airlines and such responses signify that a Majority-In-Interest of Signatory Airlines disapprove such Capital Project or (b) a certificate from the chair of the MSP Airport Affairs Committee, with supporting documentation establishing that a Majority-In-Interest of Signatory Airlines disapprove such Capital Project.
2. MAC may proceed with any Capital Project that was disapproved by a Majority-In-Interest of Signatory Airlines; provided, however, that MAC may not recover

through airline rents, fees, or charges the Capital Costs, including the Off-Airport Aircraft Noise Costs, of any disapproved Capital Project.

3. Notwithstanding the foregoing and subject to the limitations described below, the 2010 Plan Airfield Programs shall be deemed to be Approved by a Majority-in-Interest of Signatory Airlines.

C. CAPITAL PROJECTS NOT SUBJECT TO MII REVIEW

Without the prior approval of a Majority-In-Interest of Signatory Airlines, MAC may incur costs to plan, design, and construct at such time or times as it deems appropriate, and may recover through airline rents, fees, and charges the costs of the following Capital Projects:

1. Any Capital Project that is not in the Airfield Cost Center except as set forth in D. below.

MAC plans to undertake a program of improvements to the Airport System known as the 2010 Plan. The 2010 Plan, which is described in Exhibit I, includes Capital Projects that are not in the Airfield Cost Center as well as the 2010 Plan Airfield Programs. Such Capital Projects are so identified in Exhibit I.

2. Any Capital Project in the Airfield Cost Center that is necessary to comply with a rule, regulation, or order of any governmental agency, other than an ordinance of MAC, which has jurisdiction over the operation of the Airport.
3. Any Capital Project in the Airfield Cost Center that is necessary to satisfy a final judgment against MAC rendered by a court of competent jurisdiction.
4. Any Capital Project in the Airfield Cost Center that is necessary to repair casualty damage, the cost of which exceeds the proceeds of applicable insurance; provided that the MAC may recover the Capital Cost of such repair only to the extent that the cost of reconstruction or replacement exceeds the insurance proceeds available for such purposes.

D. 2010 PLAN AIRFIELD PROGRAMS

1. Subject to the limitations described below, MAC has the right to incur costs to plan, design, and construct at such time or times as it deems appropriate and to recover through airline rents, fees, and charges the costs of the 2010 Plan Airfield Programs, which are identified in Exhibit I.
2. MAC may add, delete, or otherwise modify components of the 2010 Plan Airfield Programs; provided, however, that no such modifications may materially change the scope of any of the 2010 Plan Airfield Programs without the prior approval of a Majority-In-Interest of Signatory Airlines. MAC shall provide Signatory Airlines with annual updates on the progress of the 2010 Airfield Programs including modifications to the 2010 Plan Airfield Program in reasonable detail.
3. MAC will use its best efforts to obtain a letter of intent for AIP discretionary grants to fund eligible costs of the Runway 17/35 Program.

4. The Original Cost Estimate (stated in 1998 dollars) of each 2010 Plan Airfield Program is presented in Exhibit I. MAC may not exceed the Original Cost Estimate of any 2010 Plan Airfield Program except as set forth in this Section.
5. MAC may revise the Original Cost Estimate of a 2010 Plan Airfield Program as follows:
 - a. From time to time to reflect material scope changes approved by MAC and by a Majority-In-Interest of the Signatory Airlines; and
 - b. Annually in accordance with changes in inflation. Such revision shall be calculated by adjusting the Original Cost Estimate (as revised to reflect material scope changes) by changes in the *Engineering News Record* Construction Cost Index for Minneapolis.
 - c. To reflect increases in the cost of the Noise Mitigation Program caused by increases in the size of the approved 65 DNL noise contour, as documented in the FAR Part 150 Program.
6. MAC shall develop and maintain Current Cost Estimates for each of the 2010 Plan Airfield Programs.
7. In the event the Current Cost Estimate of any of the 2010 Plan Airfield Programs exceeds the Original Cost Estimate, as revised, for such Program, then the MAC at its sole discretion shall do one or more of the following:
 - a. After consultation with Airlines, modify or defer until after 2010 a sufficient number of projects contained in such Program so that the Current Cost Estimate does not exceed the Original Cost Estimate, as revised in accordance with Paragraph D.5. of this Section; or
 - b. Fund the amount of the excess and exclude depreciation and interest on such amount from the calculation of rents, fees, and charges; or
 - c. Obtain approval for additional costs from a Majority-In-Interest of Signatory Airlines. The Majority-In-Interest approval is required only on the portion of the Current Cost Estimate that exceeds the Original Cost Estimate, as revised in accordance with Paragraph D.5. of this Section.

E. MAJORITY-IN-INTEREST WAIVER

Beginning in January 1, 2010, AIRLINE agrees that MAC may include in its capital improvement program up to \$50 million per year (in 2001 dollars) for miscellaneous Capital Projects (“Contingency Projects”) as determined by MAC. Notwithstanding any other provision of this Agreement, these Contingency Projects may include at MAC’s discretion projects to be included in the Airfield Cost Center, and this Agreement shall be deemed to be AIRLINE’S approval (if required) of any such Capital Project without any requirement for Majority-In-Interest review.

F. 2015-2017 CAPITAL IMPROVEMENT PROGRAM

AIRLINE agrees not to oppose the proposed three-gate expansion at T2 and agrees to support the following proposed MAC infrastructure improvements and alternatives in T1: security checkpoint consolidation, lobby upgrades, and additional structured parking, subject to consultation and review by DELTA, as chair of AAAC, for each such project. DELTA and MAC will continue to investigate DELTA's return to the MAC of its remaining B Concourse space.

XI. OPERATION AND MAINTENANCE OF OUTBOUND BHS

Effective October 1, 2014, Article VIII.C is hereby added to the Lease as follows:

C. OPERATION AND MAINTENANCE OF OUTBOUND BHS

1. Delta operates and maintains the Delta BHS. As a matter of efficiency, MAC and AIRLINE desire Delta to operate and maintain the CBIS and, from and after the Common Use BHS DBO, the Common Use BHS. Therefore, notwithstanding anything to the contrary contained in this Lease, MAC has contracted with Delta to, in accordance with acceptable FAA and TSA standards, and other applicable statutes or regulations, operate, maintain and keep in good repair the CBIS from and after the Effective Date and also the Common Use BHS, from and after the Common Use BHS DBO. The "Common Use BHS DBO" shall mean that date that the Common Use BHS or any portion thereof is first placed into service. The Delta BHS, the CBIS and the Common Use BHS are referred to herein collectively as the "Outbound BHS." No equipment modifications or additions will be made to the MAC BHS by AIRLINE without MAC's advance written consent.
2. From and after the Common Use BHS DBO, AIRLINE shall pay MAC for AIRLINE's share of the operation and maintenance of the Common Use BHS as follows:
 - a. On or about September of each year, Delta shall submit to MAC for MAC's approval, which approval shall not be unreasonably withheld or denied, a maintenance schedule and budget for the Outbound BHS for the upcoming calendar year. The budget shall include Delta's estimate of amounts to be paid to Delta's contractors and employees (at fully-loaded rates) for performing the services. The budget shall also include a pass-through of all rental and other charges assessed by MAC to Delta for storage space that is used exclusively in connection with Delta's operation and maintenance services for the Outbound BHS for such calendar year (initially estimated at 3,500 square feet). The budget, as approved by MAC for a calendar year, is referred to herein as the "Outbound BHS Budgeted Cost."
 - b. The Outbound BHS Budgeted Cost for a calendar year shall be prorated between Delta, on the one hand, and the other Airlines that use the Outbound BHS ("OALs"), on the other hand, on the basis of that proportion which the number of Delta's Enplaned Passengers at the Terminal Complex (on the one hand) and the OALs Enplaned Passengers at the Terminal Complex (on the other hand) for such calendar year bears to the total number of Enplaned Passengers of all such Airlines (Delta and the OALs) at the Terminal Complex for such calendar year.

- c. From and after the Common Use BHS DBO, AIRLINE shall pay MAC, on a quarterly basis, AIRLINE's share of the Outbound BHS Budgeted Cost by applying the Common Use Formula (omitting Delta and its Enplaned Passengers from the calculation) to the OAL's portion of the Outbound BHS Budgeted Cost (as determined in Article VIII.C.2.b above).
 - d. If AIRLINE or any other Signatory Airline fails to pay its share of the Outbound BHS Budgeted Cost in a timely fashion, such costs may be added to an appropriate cost center, at MAC's sole discretion.
 - e. Delta shall report to MAC no later than March 1 of each year Delta's actual costs, without markup, of operating and maintaining the Outbound BHS during the previous calendar year, excluding any Capital Costs or Capital Projects undertaken by Delta with respect to the Delta BHS ("Outbound BHS Actual Cost"). Such report shall be supported by back-up documentation to the reasonable satisfaction of MAC. The Outbound BHS Actual Cost shall be reconciled against the Outbound BHS Budgeted Cost for such calendar year and all payments based thereon shall be adjusted according to Article VI.J.
- 3. AIRLINE hereby waives all claims to special, indirect, and consequential damages that might be asserted by AIRLINE against Delta, MAC or their respective officers, directors, contractors, employees or agents in connection with the maintenance and operation of the Outbound BHS. AIRLINE agrees that Delta is an express third party beneficiary of such waiver.
 - 6. If Delta ceases to operate and maintain the Outbound BHS, MAC shall appoint such other contractor or Airline to perform such services as MAC deems appropriate.
 - 7. Except as stated in this Article VIII.C, in no event shall MAC have any affirmative duty to operate, maintain, or repair the Outbound BHS, or pay for its operation, maintenance, or repair.

XII. SUPPLEMENTAL AGREEMENTS

Effective when indicated, this 2015A Amendment, Article XIII "Supplemental Agreements" is hereby amended by adding the following Section F "Passenger Boarding Bridges" and Section G "DELTA Baggage System."

XIII. SUPPLEMENTAL AGREEMENTS

Effective January 1, 2012, Article XIII "Supplemental Agreements" is hereby amended to add the following:

F. PASSENGER BOARDING BRIDGES

1. Provision or Replacement of PBBs

AIRLINE acknowledges that MAC may, at its discretion, provide or replace AIRLINE-owned or MAC-owned passenger boarding bridges and associated equipment where required (e.g. 400 Hz power, pre-conditioned air, luggage lifts, etc.) ("PBB") within the Lindbergh Terminal.

2. Ownership and Disposal

As of January 1, 2012, MAC owns the PBBs within the Lindbergh Terminal as shown below identified by the PBBs gate number. PBBs not shown below are owned either by AIRLINE or other signatory airlines at the Airport.

A1, A2, A3, A4, A5, A6, A7, A8, A9, A10, A11, A12, A13, A14, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14, B15, B16, C4, C5, C17, C18, C19, C20, C21, C22, C23, C24, C25, C26, C27, D1

If MAC replaces an AIRLINE-owned PBB, AIRLINE agrees to transfer the existing PBB to MAC at no charge and MAC agrees to dispose of the existing PBB and incorporate any salvage value into the PBB replacement project. Where applicable and as directed by AIRLINE, AIRLINE agrees to remove and relocate an existing PBB at no cost to MAC. Existing PBBs may be designated for refurbishment instead of being disposed.

AIRLINE shall provide a Bill of Sale or Transfer Agreement. MAC will own all PBBs that it replaces per this Section F.

3. Maintenance and Operation

AIRLINE is responsible for all maintenance, repair, and operation of PBBs that AIRLINE owns, and shall pay all costs of maintaining, repairing and operating the PBBs that AIRLINE owns.

For the Lindbergh Terminal only, AIRLINE is responsible for all maintenance, repair, and operation of PBBs owned by MAC that AIRLINE uses, and shall pay all costs of maintaining, repairing and operating those PBBs; and shall comply with the following conditions relating to equipment training, maintenance and potential equipment modification needs.

- a. AIRLINE will train its personnel in proper PBB maintenance procedures in accordance with the recommendations and requirements noted in the training section of the O & M manuals that come with each bridge.
- b. AIRLINE will operate and maintain the PBB according to the manufacturer's specifications as again outlined in the associated O & M Manual(s), or as modified by mutual agreement with MAC. Purchase of any necessary maintenance parts and supplies as well as spare part replacement shall be the responsibility of the AIRLINE. Computerized records of such training and maintenance will be kept by the AIRLINE and summaries of this information will be made available to MAC on an as requested basis. Such maintenance reports shall include activities related to predictive (i.e. replacement of wear parts) and preventative (i.e.

lubrication, exercise, oil changes, etc.) maintenance as well as any corrective maintenance.

- c. PC Air units shall be considered as appurtenances integral to the PBB, and will be operated and maintained by the AIRLINE under the same O & M conditions as outlined in this Agreement.
- d. No equipment modifications or additions will be made without MAC's advance written consent as outlined in the standard MAC construction permit process.
- e. On or about July 1 of each year, AIRLINE shall submit to MAC for MAC's approval, which approval shall not be unreasonably withheld or denied, a 12- month maintenance schedule for each MAC-owned PBB.
- f. AIRLINE shall report to MAC no later than March 1 any repair and maintenance completed on each PBB within the past calendar year, and the cost expended for all repairs and maintenance.
- g. AIRLINE shall make the MAC owned PBB's available for use by other airlines that use AIRLINES gates without additional charge.

4. Insurance and Indemnification

AIRLINE agrees to indemnify and hold harmless MAC for use and operation of the either MAC or AIRLINE owned PBBs by AIRLINE or its subtenants.

5. Accessibility

AIRLINE is responsible for the provision of accessible facilities related to the use of both AIRLINE-owned and MAC owned PBBs to individuals with disabilities, if and to the extent as required by applicable federal laws and regulations, including 49 CFR 27 and applicable ADA rules of the Department of Transportation and Department of Justice for airport operators. AIRLINE is responsible for the provision of accessible services related to the use of all PBBs to individuals with disabilities, if and to the extent required by applicable federal laws and regulations, including applicable Air Carrier Access Act rules for carriers.

6. Conversion to Preferential Use

All G Concourse holdrooms shall be Preferential Use Facilities consistent with holdrooms throughout the remainder of the Lindbergh Terminal and subject to Article IV.E. "Accommodation of Other Airlines".

XIII. SUPPLEMENTAL AGREEMENTS

As of the date of this 2015A Amendment, Article XIII “Supplemental Agreements” is hereby amended to add the following:

G. DELTA BAGGAGE SYSTEM

To the extent PFC eligible, MAC will acquire the DELTA-owned baggage system at the adjusted appraised value of \$8.05 million. MAC will agree to use of PFCs to the extent eligible to fund up to \$10 million in system upgrades, the specific upgrades to be subject to review and approval by MAC Finance and Airport Development Departments, such approval not to be unreasonably withheld. DELTA will remain responsible for system maintenance. DELTA agrees to fully support MAC’s PFC application to the FAA for the purchase of the baggage system and upgrades. MAC agrees to make progress payments for the purchase of the baggage system of \$2 million per year in 2015 and 2016, however such payments shall be refunded to MAC to the extent sufficient PFC funds are not approved to cover these progress payments. MAC will pay the remaining balance for the purchase of the system and any approved system upgrades once, and only if, approved PFC funds become eligible. Title to the baggage system and any and all improvements will transfer to MAC 60 days after baggage system upgrades are completed or on such alternate date as agreed upon by DELTA and MAC in writing.

XIII. GENERAL PROVISIONS

Effective January 1, 2012, Article XVI.B.2 is hereby amended to add the following:

B. COMPLIANCE WITH LAW

2. At all times during the Term of this Agreement, AIRLINE shall, in connection with its activities and operations at the AIRPORT:

e. AIRLINE is responsible for the provision of accessible facilities to individuals with disabilities, as required by applicable laws and regulations, including 49 CFR 27 and applicable ADA rules of the Department of Transportation and Department of Justice for airport operators. AIRLINE is responsible for the provision of accessible services to individuals with disabilities, as required by applicable laws and regulations, including applicable Air Carrier Access Act rules for carriers and 49 CFR Part 27.

XIV. EXHIBITS UPDATED

Exhibit J “Premises” to the Lease will be updated when construction of the Common Use BHS is completed, contemplated to be no later than January 1, 2015. Exhibit 1 identifies the layout of the Common Use BHS.

XV. OBSOLETE BAGGAGE SYSTEMS

AIRLINE shall relinquish ownership and control of any proprietary outbound baggage system at the Lindbergh Terminal.

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**2015B AMENDMENT TO
AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE
MINNEAPOLIS-ST. PAUL INTERNATIONAL AIRPORT**

This 2015B Amendment to Airline Operating Agreement and Terminal Building Lease (the “2015B Amendment”) is entered into as of the 1st day of January, 2015, by and between the Metropolitan Airports Commission, a public corporation under the laws of the State of Minnesota (hereinafter referred to as “MAC” or “Commission”), and Federal Express Corporation, a corporation organized and existing under the laws of Delaware and authorized to do business in the State of Minnesota (hereinafter referred to as “AIRLINE”).

WHEREAS, MAC and AIRLINE entered into an Airline Operating Agreement and Terminal Building Lease effective January 1, 1999 and amended such agreement through the 2007A and 2007B Amendments (collectively, 8“Lease” or “Agreement”).

WHEREAS, in order to make consistent the Agreement among the various AIRLINES, this 2015B Amendment may restate sections already agreed to by some AIRLINES in previous amendments.

WHEREAS, MAC wishes to maintain the Airport as a competitive environment for airlines to operate and AIRLINE wishes to maintain passenger growth at the Airport.

NOW THEREFORE, in consideration of the foregoing, the parties agree to amend the Lease as follows:

I. INCORPORATION OF AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

Except as set forth in this 2015B Amendment, the Lease shall remain in full force and effect. In the event of a conflict between this 2015B Amendment and the Lease, the provisions of this 2015B Amendment shall control.

II. DEFINITIONS

All capitalized terms used in this 2015B Amendment but not defined herein shall have the meanings given them in the Lease. Effective when indicated, the following terms, as used herein and in the Lease, shall have the meanings set forth below and, to the extent any such term was defined in the Lease, the definition contained in the Lease shall be deleted and replaced with the definition for such term set forth below:

A. Effective January 1, 2012:

1. “Terminal Building” mean the passenger terminal buildings known as the Lindbergh Terminal, the Southwest Addition, Concourses A,B,C,D,E, and F, as shown on Exhibit C, including but not limited to, underground parking beneath the Lindbergh Terminal, a portion of the auto rental/parking/terminal people mover, the Ground Transportation Center (the “GTC”), skyways, and the Energy Management Center, the Delta Sky Club, and the non-Delta portion of the IAF penthouse space, together with additions and/or changes thereto (excluding the G Concourse, but including the IAF).

2. “G Concourse” (formally known as “Gold Concourse”) means the original Loading Pier A which consists of gates 1-9, the Loading Pier A Extension which consists of the balance of the gates (gates 10 through the end of the concourse) (but excluding the Delta Sky Club), and the Delta portion of the IAF penthouse space (but excluding the non-Delta portion of the IAF penthouse space), all as more specifically depicted on Exhibit E.

B. Effective January 1, 2016:

1. “Food and Beverage Concessions” means companies or other business organizations that principally sell consumable food or beverages items, excluding vending operations, to the traveling public at the Lindbergh or Humphrey Terminals, pursuant to concessions agreements with MAC.
2. “Annual Gross Revenue” means rent, concessions fees or similar charges actually received during any Fiscal Year by MAC from Selected Concessions. Annual Gross Revenue shall not include sales taxes, utility fees, consortium fees, key money, customer facilities charges or other similar “pass through” charges. Annual Gross Revenue shall be reduced by any amount paid to the Airport Foundation MSP by MAC for services provided at the Airport, subject to a cap of \$700,000 per year in 2016, escalating at 2% per year thereafter. MAC may increase this cap unless such increase is disapproved by a Majority-In-Interest of the Signatory Airlines.
3. “Humphrey Terminal Repair and Replacement Surcharge” shall be equal to 8.7 percent (8.7 %) of the Repair and Replacement Amount. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
4. “Lindbergh Terminal Repair and Replacement Surcharge” shall be equal to 21.9 percent (21.9 %) of the Repair and Replacement Amount divided by Airline Rented Space. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
5. “Landing Fee Repair and Replacement Amount” shall be equal to 65.6 percent (65.6 %) of the Repair and Replacement Amount. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
6. “Merchandise Concessions” means companies or other business organizations that principally sell retail or news products, excluding automated vending items, to the traveling public at the Lindbergh or Humphrey Terminals, pursuant to concessions agreements with MAC.
7. “Repair and Replacement Amount” means a \$20,909,407 deposit for Fiscal Year 2016, and increased by three percent (3%) per annum for each Fiscal Year thereafter compounded annually (i.e., \$21,536,741 in Fiscal Year 2017, \$22,182,843 in Fiscal Year 2018, etc.) to a Repair and Replacement subaccount within the construction fund to be expended for major maintenance and minor (less

than \$2 million) capital projects, except for automobile parking facilities and roadways.

8. “Terminal Apron Repair and Replacement Amount” shall be equal to 3.9 percent (3.9 %) of the Repair and Replacement Amount. This allocation shall may adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
9. “Terminal Building” means the passenger terminal buildings known as the Lindbergh Terminal, the Southwest Addition, Concourses A,B,C,D,E,F, and G, as shown on Exhibit C, including but not limited to, underground parking beneath the Lindbergh Terminal, a portion of the auto rental/parking/terminal people mover, the Ground Transportation Center (the “GTC”), skyways, the IAF, and the Energy Management Center, the Delta Sky Club, together with additions and/or changes thereto.
10. “Concessionaires” means Food and Beverage Concessions or Merchandise Concessions.

III. USE OF THE AIRPORT

Effective January 1, 2012, Article III.B.2. is hereby deleted and replaced with the following:

B. EXCLUSIONS, RESERVATIONS, AND CONDITIONS

2. MAC reserves the right to contract for the sale to the public of food, beverages (including alcoholic beverages), tobacco, merchandise, personal services, and business services within the Terminal Complex, and to charge for the privilege so to do. Subject to the conditions set forth below, AIRLINE hereby consents to allow any Concessionaires within the Airport, if so authorized by MAC, to deliver goods (food and alcohol included) to any customer located within AIRLINE’s holdroom areas. This consent includes allowing the Concessionaires to enter the AIRLINE’s holdroom area for the purpose of delivering goods to the customer and securing payment. AIRLINE also consents to allow vendors, deliveries, and the general public to have reasonable access, through its holdrooms, to any concessions space which requires such access. The foregoing consent is given subject to the following conditions:
 - a. MAC shall not allow any use of AIRLINE’s holdroom areas by any Concessionaire in any way that could, as reasonably determined by AIRLINE, adversely impact AIRLINE’s conduct of its airline operations from such holdrooms. At AIRLINE’s request, MAC shall limit or modify Concessionaire’s activities in AIRLINE’s holdroom areas if necessary to prevent interference with AIRLINE’s operations in or from such areas.
 - b. Prior to allowing any Concessionaires access to AIRLINE’s holdroom areas for the purposes described in this Article III.B.2, MAC shall require such Concessionaires to indemnify AIRLINE to the same extent such Concessionaires indemnify MAC with respect to claims and damages that arise out of Concessionaires’ operations in AIRLINE’s holdroom areas

and to add AIRLINE as an additional insured to Concessionaires' liability insurance policies required under MAC's agreement with such Concessionaires.

MAC shall not authorize any other activity by any Concessionaire within AIRLINE's holdroom area without first consulting with AIRLINE in good faith and giving AIRLINE a reasonable opportunity to voice any objections it may have to such activity. However, if such activity involves the construction of improvements or placement of property in the AIRLINE'S holdroom area, consent by AIRLINE will be required and may be granted or withheld in AIRLINE'S sole discretion.

IV. PREMISES

2.1 Effective October 1, 2014, Article IV.A. "Leased Premises" of the Lease is hereby deleted in its entirety and replaced with the following:

A. LEASED PREMISES

For the Term of this Agreement, MAC, in consideration of the compensation, covenants, and agreements set forth herein to be kept and performed by AIRLINE, hereby leases to AIRLINE, upon the conditions set forth in this Agreement, the areas in the Terminal Complex as described and identified in Exhibit J and the initial assignment of aircraft parking positions as described and identified in Exhibit D. AIRLINE shall lease these areas on an Exclusive, Preferential, or Common Use basis as follows:

Ground Transportation Center Offices	Exclusive
Ticket counter and office	Exclusive
Baggage make-up area and claim office	Exclusive
VIP Clubs	Exclusive
Operations areas	Exclusive
Enclosed storage areas	Exclusive
Holdroom	Preferential
Aircraft parking positions on Terminal Apron	Preferential
Regional Ramp	Preferential
Tug drive	Common
Outbound baggage area	Common
Inbound baggage area	Common
Baggage claim area	Common
IAF sterile circulation corridor	Common
IAF Inspections Area	Common
IAF baggage claim	Common
IAF ticketing and baggage recheck	Common

MAC and AIRLINE may, from time to time, add, subject to availability, additional space to the various Premises of AIRLINE by jointly executing revised Exhibits J or D as appropriate. Space added to AIRLINE's Premises shall be subject to all of the terms, conditions, requirements, and limitations of this Agreement and AIRLINE shall pay to MAC all rents, fees, and charges applicable to such additional space in accordance with the provisions of this Agreement.

2.2 Effective October 1, 2014, Article IV.K “Mid-Term Relinquishment of Premises” of the Lease is hereby deleted in its entirety and replaced with the following:

K. COMMON OUTBOUND BAGGAGE AREAS

1. MAC will provide in the common use outbound baggage area a common use outbound baggage system.

V. RENTS, FEES, AND CHARGES

Effective October 1, 2014, Article V.B.5. “Terminal Rents and Surcharge” of the Lease is hereby deleted and replaced with the following:

5. Terminal Building Rents and Surcharge

AIRLINE shall pay to MAC monthly Terminal Building rentals and the Lindbergh Terminal Repair and Replacement Surcharge for its Exclusive (janitored and unjanitored), Preferential and Common Use Space in the Terminal Building. The Terminal Building rental rates shall be calculated according to the procedures set forth in Article VI. or Article VI (Alternate).

Terminal Building rentals for Common Use Space (except the IAF and outbound baggage areas) shall be prorated among Signatory Airlines using the Common Use Formula.

Effective January 1, 2012 Article V.B. “Rents, Fees, and Charges” of the Lease is hereby amended to add the following:

10. Lindbergh Terminal Vacancy Surcharge

In addition to any other rents, fees, or charges, AIRLINE shall pay to MAC monthly Terminal Building rentals and the Lindbergh Terminal Vacancy Surcharge for its Exclusive (janitored and unjanitored), Preferential, and Common Use Space in the Terminal Building. The Lindbergh Terminal Vacancy Surcharge shall be \$1.00 per square foot for 2012 and 2013. MAC, at its sole discretion, may reduce or eliminate the 2013 surcharge in the event sufficient vacant space is occupied in 2012 or anticipated to be occupied in 2013.

VI. CALCULATION OF RENTS, FEES, AND CHARGES

Effective January 1, 2015, Article VI (Alternate), “Calculation of Rents, Fees and Charges, Section I “Revenue Sharing,” as added via the 2007A Amendment is hereby deleted and replaced with the following:

VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES.

I. Revenue Sharing

1. Beginning January 1, 2006, subject to Section IX of the 2007A Amendment to the Airline Operating Agreement and Terminal Building Lease, in conjunction with its Year End Adjustments of Rents, Fees and Charges, MAC will rebate to AIRLINE a portion of the Annual Gross Revenues for Selected Concessions for the most recent Fiscal Year under the following schedule (“Revenue Sharing”) (all dollar amounts set forth in this Article VI (Alternate) shall apply for 2006 only and shall be escalated

for each Fiscal Year after 2006 on an annual compounded basis by the Selected Concession Revenue Escalation Factor):

- a. If Annual Gross Revenues for the Selected Concessions for 2006 are between \$25 million and \$32.299 million for the Fiscal Year, 25% of gross revenues;
 - b. If Annual Gross Revenues for the Selected Concessions are above \$ 32.299 million for the Fiscal Year, 25% of gross revenues up to \$32.299 million and 50% of gross revenues above \$32.299 million;
2. Reduced sharing of gross revenues if Annual Gross Revenues for the Selected Concessions are below \$25 million for the Fiscal Year;
- a. \$24 million to \$24.99 million – 20%
 - b. \$23 million to \$23.99 million – 15%
 - c. \$22 million to \$22.99 million – 10%
 - d. \$21 million to \$21.99 million – 5%
3. Supplemental Revenue Sharing.

If Enplaned Passengers exceed the following levels during any Fiscal Year, the Signatory Airlines shall be entitled to Supplemental Revenue Sharing, defined as an additional 25% of Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Thresholds stated below but below the 50% Annual Gross Revenue for Selected Concessions threshold stated in paragraph 1(b) above, allocated pursuant to the procedures and subject to the limitations stated in this Article:

Fiscal Year	Required Enplaned Passenger Level	Supplemental Revenue Sharing Gross Revenue Threshold
2015	17,028,500	\$30,000,000

The required enplaned passenger level figure represents a 2% increase each year starting with 2013 actuals (2014 is escalated at 2% above 2013). The supplemental revenue sharing gross total threshold figure is also escalated at annual increases of 2%.

4. The total rebate amount shall be allocated among Signatory Airlines according to their pro rata share of Enplaned Passengers for the Fiscal Year and shall be structured as a post-year-end check to AIRLINE issued by MAC no later than 240 days following each Fiscal Year, subject to correction following any applicable audit. However, MAC shall have the right to offset the total rebate payable to AIRLINE by any amount AIRLINE owes to MAC that is past due including amounts due under this Agreement or any other agreement between MAC and AIRLINE.
5. Notwithstanding the foregoing, MAC shall have the right to reduce the amount of Revenue Sharing with respect to any Fiscal Year to the extent necessary so that the Net Revenues of the MAC taking into account the Revenue Sharing for such Fiscal

Year will not be less than 1.25x of the total Debt Service of MAC for such Fiscal Year. In the event that the Revenue Sharing is reduced in any Fiscal Year by any amount (the “Deferred Revenue Sharing Amount”) as a result of the operation of this Article VI. (Alternate), MAC will accrue the Deferred Revenue Sharing Amount and credit such amount to the Signatory Airlines in the subsequent Fiscal Year (or, if such amount may not be credited in accordance with this Article VI. (Alternate) in such subsequent Fiscal Year, then such amount will be credited in the next succeeding Fiscal Year in which such credit may be issued in accordance with this Article VI. (Alternate); and

6. The rights of any Signatory Airline to any payment, credit or application of Revenue Sharing to or for the benefit of such Signatory Airline is a contract right, in existence and effective as of January 1, 2006 (subject to Section XII of the Amended and Restated Third Amendment), and any such payment, credit or application actually made is proceeds thereof.

VII. CALCULATION OF RENTS, FEES, AND CHARGES

Effective January 1, 2016, Article VI (Alternate), “Calculation of Rents, Fees and Charges, Section G “IAF Use Fees,” Section I “Revenue Sharing,” and Exhibit N are hereby deleted and replaced with the following and an updated Exhibit N:

VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES

G. IAF USE FEES

The IAF use fee for use of the IAF shall be effective through December 31, 2020 and shall be based upon:

1. The cost of the maintenance and operation of the International Arrivals Facility which may include, but is not limited to:
 - a. utilities;
 - b. cleaning;
 - c. maintenance (including the costs of maintaining the security equipment that existed as of April 1998);
 - d. police, fire, and administrative cost allocation;
 - e. costs of providing passenger baggage carts, if any;
 - f. costs of providing staff parking for federal inspections agency staff; and
 - g. \$4.17 per square foot recoupment for lost rental area in the G Concourse.
2. Costs associated with the operation of dual international arrivals facility locations at the Airport, based on the appropriate allocation of costs between the two facilities,

not otherwise funded by the federal inspections agencies including, but not limited to additional personnel and equipment used by those agencies; and

3. Debt Service, if any; and

Items (1) through (3) above, for which AIRLINE will be billed monthly, shall be set annually at an estimated charge through MAC's budget process and then adjusted at year end for actual costs pursuant to certified audit by MAC's external auditors and such difference shall be charged or credited to AIRLINE and paid by AIRLINE or MAC within thirty (30) days thereafter.

I. REVENUE SHARING

1. Beginning January 1, 2016, subject to Section IX of the 2007A Amendment to the Airline Operating Agreement and Terminal Building Lease, in conjunction with its Year End Adjustments of Rents, Fees and Charges, MAC will rebate to AIRLINE a portion of the Annual Gross Revenues for Selected Concessions for the most recent Fiscal Year under the following schedule (“Revenue Sharing”) (all dollar amounts set forth in this Article VI (Alternate) shall apply for 2016 only and shall be escalated for each Fiscal Year after 2016 on an annual compounded basis by the Selected Concession Revenue Escalation Factor):
 - a. If Annual Gross Revenues for the Selected Concessions for 2016 are between \$44,042,802 and \$56,903,300 for the Fiscal Year, 25% of gross revenues;
 - b. If Annual Gross Revenues for the Selected Concessions are above \$56,903,300 for the Fiscal Year, 25% of gross revenues up to \$56,903,300 and 50% of gross revenues above \$56,903,300;
2. Reduced sharing of gross revenues if Annual Gross Revenues for the Selected Concessions are below \$44,042,802 for the Fiscal Year;
 - a. \$40,667,566 to \$44,042,802 – 20%
 - b. \$39,117,966 to \$40,667,566 – 15%
 - c. \$37,568,365 to \$39,117,966 – 10%
 - d. \$36,018,765 to \$37,568,365 – 5%
3. Supplemental Revenue Sharing.
 - a. If Enplaned Passengers exceed the following levels during any Fiscal Year, the Signatory Airlines shall be entitled to Supplemental Revenue Sharing, defined as an additional 25% of Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Thresholds stated below but below the 50% Annual Gross Revenue for Selected Concessions threshold

stated in paragraph 1(b) above, allocated pursuant to the procedures and subject to the limitations stated in this Article:

Fiscal Year	Required Enplaned Passenger Level	Supplemental Revenue Sharing Gross Revenue Threshold
2015	17,028,500	\$30,000,000
2016	17,369,100	\$33,600,000
2017	17,716,500	\$34,272,000
2018	18,070,800	\$34,957,440
2019	18,432,200	\$35,656,589
2020	18,800,900	\$36,369,721

The required enplaned passenger level figures represent a 2% increase each year starting with 2013 actuals (2014 is escalated at 2% above 2013). The supplemental revenue sharing gross total threshold figures are also escalated at annual increases of 2%. The change from 2015 to 2016 includes incorporation of the G Concourse and Southwest concessions area.

- b. If Enplaned Passengers in any Fiscal Year do not exceed the Required Enplaned Passenger Level for such Fiscal Year set forth in paragraph 3(a) above, but exceed the Required Enplaned Passenger Level for the previous Fiscal Year, Supplemental Revenue Sharing for the Fiscal Year will be a portion of full Supplemental Revenue Sharing, determined by dividing (i) the number of Revenue Passengers that exceed the previous Fiscal Year's Required Enplaned Passenger Level by (ii) the difference between the previous Fiscal Year's Required Enplaned Passenger Level and the current Fiscal Year's Required Enplaned Passenger Level and (iii) multiplying that fraction by 25% of the Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Threshold for the current Fiscal Year but below the 50% Annual Gross Revenue for Selected Concessions threshold for such Fiscal Year. (EXAMPLE: If the required Enplaned Passenger Level for a Fiscal Year is 1,000,000 passengers higher than the preceding Fiscal Year's Required Enplaned Passenger Level, but Enplaned Passengers in a Fiscal Year only exceed the prior Fiscal Year's Required Enplaned Passenger Level by 600,000 passengers, Supplemental Revenue Sharing will be $\frac{6}{10} \times 25\%$ (which is equal to 15%) of the Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Threshold for the current Fiscal Year but below the 50% Annual Gross Revenue for Selected Concessions threshold stated in paragraph 1(b) above.)

- 4. The total rebate amount shall be allocated among Signatory Airlines according to their pro rata share of Enplaned Passengers for the Fiscal Year and shall be structured as a post-year-end check to AIRLINE issued by MAC no later than 240 days following

each Fiscal Year, subject to correction following any applicable audit. However, MAC shall have the right to offset the total rebate payable to AIRLINE by any amount AIRLINE owes to MAC that is past due including amounts due under this Agreement or any other agreement between MAC and AIRLINE.

5. Notwithstanding the foregoing, MAC shall have the right to reduce the amount of Revenue Sharing with respect to any Fiscal Year to the extent necessary so that the Net Revenues of the MAC taking into account the Revenue Sharing for such Fiscal Year will not be less than 1.25x of the total Debt Service of MAC for such Fiscal Year. In the event that the Revenue Sharing is reduced in any Fiscal Year by any amount (the “Deferred Revenue Sharing Amount”) as a result of the operation of this Article VI. (Alternate), MAC will accrue the Deferred Revenue Sharing Amount and credit such amount to the Signatory Airlines in the subsequent Fiscal Year (or, if such amount may not be credited in accordance with this Article VI. (Alternate) in such subsequent Fiscal Year, then such amount will be credited in the next succeeding Fiscal Year in which such credit may be issued in accordance with this Article VI. (Alternate); and
6. The rights of any Signatory Airline to any payment, credit or application of Revenue Sharing to or for the benefit of such Signatory Airline is a contract right, in existence and effective as of January 1, 2006 (subject to Section XII of the Amended and Restated Third Amendment), and any such payment, credit or application actually made is proceeds thereof.

VIII. CALCULATION OF RENTS, FEES, AND CHARGES

Article VI and Article VI(Alternate) (as added via the 2007A Amendment) are hereby amended by adding the below Section K “Outbound Baggage Area Fees” effective October 1, 2014 and Section L “Airline Passenger Services” effective January 1, 2013:

- VI. CALCULATION OF RENTS, FEES AND CHARGES
and
VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES

K. OUTBOUND BAGGAGE AREA FEES

The outbound baggage area rent shall be allocated among Signatory Airlines using the outbound baggage areas by applying the Common Use Formula at the unjanitored terminal building rental rate.

L. AIRLINE PASSENGER SERVICES

AIRLINE agrees to reimburse MAC for providing porter services and security line management services in lieu of AIRLINE providing such passenger services. The expense for the porter services will be billed to AIRLINE directly and prorated among the Signatory Airlines using the Common Use Formula. The expense for security line management services will be billed to AIRLINE directly and prorated among the Signatory Airlines based on its percentage of Enplaned Passengers.

For future passenger services provided by MAC in lieu of Airline providing such passenger services, AIRLINE shall reimburse MAC for the costs of such services to the extent such costs are approved in advance by a Majority-In-Interest of the Signatory Airlines. The expense for such services will be billed to AIRLINE directly and prorated among the Signatory Airlines using the Common Use Formula or other formula as mutually agreed upon by MAC and a Majority-In-Interest of the Signatory Airlines.

IX. CAPITAL EXPENDITURES

Effective the January 1, 2015, Article VII “Capital Expenditures” is hereby deleted in its entirety and replaced with the following:

VII. CAPITAL EXPENDITURES**A. GENERAL**

1. Subject to the provisions of Sections B and D of this Article, MAC may incur costs to plan, design, and construct Capital Projects to preserve, protect, enhance, expand, or otherwise improve the Airport System, or parts thereof, at such time or times as it deems appropriate, and may recover through airline rents, fees, and charges the costs of such Capital Projects.
2. Subject to the provisions of this Article, MAC may pay the Capital Cost associated with any Capital Project using funds lawfully available for such purposes as it deems appropriate, and may issue Airport Bonds in amounts sufficient to finance any Capital Project.
3. MAC will use its best efforts to obtain and maximize: (a) federal and state grants, including MNDOT and AIP grants; (b) one hundred eighty six million dollars (\$186,000,000) in federal letter of intent (“LOI”) and side agreements; and (c) fifty million dollars (\$50,000,000) in additional entitlement/discretionary money for a total of two hundred thirty six million dollars (\$236,000,000). In the event MAC decides to issue debt to interim finance project costs otherwise chargeable to cost centers affecting airline rates and charges expected to be paid from the future receipt of LOI discretionary grants it will include interest and issuance costs associated with this debt in the calculation of airline rates and charges.
4. This Agreement shall not be interpreted: (a) to impair the authority of MAC to impose a Passenger Facility Fee or to use the Passenger Facility revenue as required by the PFC legislation or PFC Regulations; (b) to restrict MAC from financing, developing or assigning new capacity at the Airport with Passenger Facility revenue if and to the extent such restriction would violate the PFC legislation or PFC Regulations; (c) to preclude MAC from funding, developing, or assigning new capacity at the Airport with PFC revenue in any manner required by the PFC legislation or the PFC Regulations; or (d) to prevent MAC from exercising any other right it is required to retain by the PFC legislation or PFC Regulations if and to the extent it is so required to be retained by the PFC legislation or PFC

Regulations. Subject to these provisions, however, MAC and AIRLINE agree as follows:

- a. AIRLINE and MAC agree that MAC may impose a PFC throughout the Term of this Agreement.
 - b. MAC will use all PFC revenue, including PFCs attributable to increases in the PFC collection rate, collected during the Term of this Agreement to pay the Capital Costs of the 2010 Plan, as the same may be amended pursuant to the terms of this Agreement, and any associated debt service, except that to the extent that PFC's are not legally authorized to be used for such purpose under applicable law, they may be expended for the purposes for which they are legally authorized.
 - c. Actual PFC revenue from the lesser of ninety percent (90%) of Originating Passengers or forty-five percent (45%) of Enplaned Passengers for the period from 2011 to 2030 will be applied to fund Capital Costs associated with the 2010 Plan before being applied in any other manner. A portion (as defined below) of the PFC's expected to be collected for the period from 2011 to 2030 will be used to structure a bond issue to fund Capital Costs associated with the 2010 Plan. Such Capital Costs will not be charged to airline cost centers, however debt service not actually paid with PFC's may be recovered from the Airlines through a special charge to the appropriate airline cost center. This "portion" shall be determined by MAC, after consultation with its financial advisors in conjunction with the issuance of debt associated with the 2010 Plan, based upon its projections of the amount of PFC revenue which will be generated from the lesser of ninety percent (90%) of the projected Originating Passengers or forty-five percent (45%) of the projected Enplaned Passengers for the period from 2011 to 2030, based upon MAC's forecasts of passenger growth and an assumed \$5.00 per passenger PFC collection rate.
 - d. Notwithstanding the above, commencing in Fiscal Year 2015, MAC will use its best efforts to secure additional leveraging of PFC revenues for capital projects associated with the 2010 Series A&B bonds (the "2010 Bonds"), such that to the greatest extent possible, up to 50% of PFC revenues generated at the Airport will be applied to debt service. The period during which such increased percentage of PFC revenues will be used for debt service on the 2010 Bonds will begin in Fiscal Year 2015 and end upon the later of the defeasement of the 2010 Bonds or the defeasement of any bonds issued to refund or refinance the 2010 Bonds.
5. MAC agrees to structure debt so that MAC's construction fund balance will not exceed one hundred twenty-five million dollars (\$125,000,000) on December 31, 2010. Any excess beyond this amount will be applied to reduce debt.

6. Annually MAC shall submit to each Signatory Airline a report on the Capital Projects that MAC plans to commence during a Fiscal Year. MAC may from time to time amend or supplement such report for the then-current year by providing supplementary notice to each Signatory Airline. The report (or supplemental report) shall contain the following information:
 - a. A description of each Capital Project, together with statement of the need for and benefits to be derived from each Capital Project.
 - b. A schedule of estimated project costs and proposed funding sources for each Capital Project.
 - c. A notice requesting MII approval of the Capital Projects, if any, that are subject to MII review under Section B of this Article.

B. CAPITAL PROJECTS SUBJECT TO MII REVIEW

MAC may not recover through airline rents, fees, or charges the Capital Costs, including the Off-Airport Aircraft Noise Costs, of any Capital Project in the Airfield Cost Center whose gross project costs exceed one million dollars (\$1,000,000) without the prior approval of a Majority-in-Interest of Signatory Airlines.

1. Each Capital Project, which is subject to this Section B, shall be deemed to be “Approved by a Majority-In-Interest of Signatory Airlines” unless MAC receives, within forty-five (45) days of mailing the report specified in Section A of this Article, either: (a) written responses from a Majority-In-Interest of Signatory Airlines and such responses signify that a Majority-In-Interest of Signatory Airlines disapprove such Capital Project or (b) a certificate from the chair of the MSP Airport Affairs Committee, with supporting documentation establishing that a Majority-In-Interest of Signatory Airlines disapprove such Capital Project.
2. MAC may proceed with any Capital Project that was disapproved by a Majority-In-Interest of Signatory Airlines; provided, however, that MAC may not recover through airline rents, fees, or charges the Capital Costs, including the Off-Airport Aircraft Noise Costs, of any disapproved Capital Project.
3. Notwithstanding the foregoing and subject to the limitations described below, the 2010 Plan Airfield Programs shall be deemed to be Approved by a Majority-in-Interest of Signatory Airlines.

C. CAPITAL PROJECTS NOT SUBJECT TO MII REVIEW

Without the prior approval of a Majority-In-Interest of Signatory Airlines, MAC may incur costs to plan, design, and construct at such time or times as it deems appropriate, and may recover through airline rents, fees, and charges the costs of the following Capital Projects:

1. Any Capital Project that is not in the Airfield Cost Center except as set forth in D. below.

MAC plans to undertake a program of improvements to the Airport System known as the 2010 Plan. The 2010 Plan, which is described in Exhibit I, includes Capital Projects that are not in the Airfield Cost Center as well as the 2010 Plan Airfield Programs. Such Capital Projects are so identified in Exhibit I.

2. Any Capital Project in the Airfield Cost Center that is necessary to comply with a rule, regulation, or order of any governmental agency, other than an ordinance of MAC, which has jurisdiction over the operation of the Airport.
3. Any Capital Project in the Airfield Cost Center that is necessary to satisfy a final judgment against MAC rendered by a court of competent jurisdiction.
4. Any Capital Project in the Airfield Cost Center that is necessary to repair casualty damage, the cost of which exceeds the proceeds of applicable insurance; provided that the MAC may recover the Capital Cost of such repair only to the extent that the cost of reconstruction or replacement exceeds the insurance proceeds available for such purposes.

D. 2010 PLAN AIRFIELD PROGRAMS

1. Subject to the limitations described below, MAC has the right to incur costs to plan, design, and construct at such time or times as it deems appropriate and to recover through airline rents, fees, and charges the costs of the 2010 Plan Airfield Programs, which are identified in Exhibit I.
2. MAC may add, delete, or otherwise modify components of the 2010 Plan Airfield Programs; provided, however, that no such modifications may materially change the scope of any of the 2010 Plan Airfield Programs without the prior approval of a Majority-In-Interest of Signatory Airlines. MAC shall provide Signatory Airlines with annual updates on the progress of the 2010 Airfield Programs including modifications to the 2010 Plan Airfield Program in reasonable detail.
3. MAC will use its best efforts to obtain a letter of intent for AIP discretionary grants to fund eligible costs of the Runway 17/35 Program.
4. The Original Cost Estimate (stated in 1998 dollars) of each 2010 Plan Airfield Program is presented in Exhibit I. MAC may not exceed the Original Cost Estimate of any 2010 Plan Airfield Program except as set forth in this Section.
5. MAC may revise the Original Cost Estimate of a 2010 Plan Airfield Program as follows:
 - a. From time to time to reflect material scope changes approved by MAC and by a Majority-In-Interest of the Signatory Airlines; and
 - b. Annually in accordance with changes in inflation. Such revision shall be calculated by adjusting the Original Cost Estimate (as revised to reflect material scope changes) by changes in the *Engineering News Record* Construction Cost Index for Minneapolis.

- c. To reflect increases in the cost of the Noise Mitigation Program caused by increases in the size of the approved 65 DNL noise contour, as documented in the FAR Part 150 Program.
- 6. MAC shall develop and maintain Current Cost Estimates for each of the 2010 Plan Airfield Programs.
- 7. In the event the Current Cost Estimate of any of the 2010 Plan Airfield Programs exceeds the Original Cost Estimate, as revised, for such Program, then the MAC at its sole discretion shall do one or more of the following:
 - a. After consultation with Airlines, modify or defer until after 2010 a sufficient number of projects contained in such Program so that the Current Cost Estimate does not exceed the Original Cost Estimate, as revised in accordance with Paragraph D.5. of this Section; or
 - b. Fund the amount of the excess and exclude depreciation and interest on such amount from the calculation of rents, fees, and charges; or
 - c. Obtain approval for additional costs from a Majority-In-Interest of Signatory Airlines. The Majority-In-Interest approval is required only on the portion of the Current Cost Estimate that exceeds the Original Cost Estimate, as revised in accordance with Paragraph D.5. of this Section.

E. MAJORITY-IN-INTEREST WAIVER

Beginning in January 1, 2010, AIRLINE agrees that MAC may include in its capital improvement program up to \$50 million per year (in 2001 dollars) for miscellaneous Capital Projects (“Contingency Projects”) as determined by MAC. Notwithstanding any other provision of this Agreement, these Contingency Projects may include at MAC’s discretion projects to be included in the Airfield Cost Center, and this Agreement shall be deemed to be AIRLINE’S approval (if required) of any such Capital Project without any requirement for Majority-In-Interest review.

F. 2015-2017 CAPITAL IMPROVEMENT PROGRAM

AIRLINE agrees not to oppose the proposed three-gate expansion at T2 and agrees to support the following proposed MAC infrastructure improvements and alternatives in T1: security checkpoint consolidation, lobby upgrades, and additional structured parking, subject to consultation and review by DELTA, as chair of AAAC, for each such project. DELTA and MAC will continue to investigate DELTA’s return to the MAC of its remaining B Concourse space.

X. OPERATION AND MAINTENANCE OF OUTBOUND BHS

Effective October 1, 2014, Article VIII.C is hereby added to the Lease as follows:

C. OPERATION AND MAINTENANCE OF OUTBOUND BHS

- 1. Delta operates and maintains the Delta BHS. As a matter of efficiency, MAC and AIRLINE desire Delta to operate and maintain the CBIS and, from and after the

Common Use BHS DBO, the Common Use BHS. Therefore, notwithstanding anything to the contrary contained in this Lease, MAC has contracted with Delta to, in accordance with acceptable FAA and TSA standards, and other applicable statutes or regulations, operate, maintain and keep in good repair the CBIS from and after the Effective Date and also the Common Use BHS, from and after the Common Use BHS DBO. The "Common Use BHS DBO" shall mean that date that the Common Use BHS or any portion thereof is first placed into service. The Delta BHS, the CBIS and the Common Use BHS are referred to herein collectively as the "Outbound BHS." No equipment modifications or additions will be made to the MAC BHS by AIRLINE without MAC's advance written consent.

2. From and after the Common Use BHS DBO, AIRLINE shall pay MAC for AIRLINE's share of the operation and maintenance of the Common Use BHS as follows:
 - a. On or about September of each year, Delta shall submit to MAC for MAC's approval, which approval shall not be unreasonably withheld or denied, a maintenance schedule and budget for the Outbound BHS for the upcoming calendar year. The budget shall include Delta's estimate of amounts to be paid to Delta's contractors and employees (at fully-loaded rates) for performing the services. The budget shall also include a pass-through of all rental and other charges assessed by MAC to Delta for storage space that is used exclusively in connection with Delta's operation and maintenance services for the Outbound BHS for such calendar year (initially estimated at 3,500 square feet). The budget, as approved by MAC for a calendar year, is referred to herein as the "Outbound BHS Budgeted Cost."
 - b. The Outbound BHS Budgeted Cost for a calendar year shall be prorated between Delta, on the one hand, and the other Airlines that use the Outbound BHS ("OALs"), on the other hand, on the basis of that proportion which the number of Delta's Enplaned Passengers at the Terminal Complex (on the one hand) and the OALs Enplaned Passengers at the Terminal Complex (on the other hand) for such calendar year bears to the total number of Enplaned Passengers of all such Airlines (Delta and the OALs) at the Terminal Complex for such calendar year.
 - c. From and after the Common Use BHS DBO, AIRLINE shall pay MAC, on a quarterly basis, AIRLINE's share of the Outbound BHS Budgeted Cost by applying the Common Use Formula (omitting Delta and its Enplaned Passengers from the calculation) to the OAL's portion of the Outbound BHS Budgeted Cost (as determined in Article VIII.C.2.b above).
 - d. If AIRLINE or any other Signatory Airline fails to pay its share of the Outbound BHS Budgeted Cost in a timely fashion, such costs may be added to an appropriate cost center, at MAC's sole discretion.
 - e. Delta shall report to MAC no later than March 1 of each year Delta's actual costs, without markup, of operating and maintaining the Outbound BHS during the previous calendar year, excluding any Capital Costs or Capital Projects undertaken by Delta with respect to the Delta BHS ("Outbound BHS Actual Cost"). Such report shall be supported by back-up documentation to the reasonable satisfaction of MAC. The Outbound BHS Actual Cost shall be reconciled against the Outbound BHS Budgeted Cost for such calendar

year and all payments based thereon shall be adjusted according to Article VI.J.

3. AIRLINE hereby waives all claims to special, indirect, and consequential damages that might be asserted by AIRLINE against Delta, MAC or their respective officers, directors, contractors, employees or agents in connection with the maintenance and operation of the Outbound BHS. AIRLINE agrees that Delta is an express third party beneficiary of such waiver.
6. If Delta ceases to operate and maintain the Outbound BHS, MAC shall appoint such other contractor or Airline to perform such services as MAC deems appropriate.
7. Except as stated in this Article VIII.C, in no event shall MAC have any affirmative duty to operate, maintain, or repair the Outbound BHS, or pay for its operation, maintenance, or repair.

XI. SUPPLEMENTAL AGREEMENTS

Effective when indicated, this 2015B Amendment, Article XIII “Supplemental Agreements” is hereby amended by adding the following Section F “Passenger Boarding Bridges” and Section G “DELTA Baggage System.”

XIII. SUPPLEMENTAL AGREEMENTS

Effective January 1, 2012, Article XIII “Supplemental Agreements” is hereby amended to add the following:

F. PASSENGER BOARDING BRIDGES

1. Provision or Replacement of PBBs

AIRLINE acknowledges that MAC may, at its discretion, provide or replace AIRLINE-owned or MAC-owned passenger boarding bridges and associated equipment where required (e.g. 400 Hz power, pre-conditioned air, luggage lifts, etc.) (“PBB”) within the Lindbergh Terminal.

2. Ownership and Disposal

As January 1, 2012, MAC owns the PBBs within the Lindbergh Terminal as shown below identified by the PBBs gate number. PBBs not shown below are owned either by AIRLINE or other signatory airlines at the Airport.

A1, A2, A3, A4, A5, A6, A7, A8, A9, A10, A11, A12, A13, A14, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14, B15, B16, C4, C5, C17, C18, C19, C20, C21, C22, C23, C24, C25, C26, C27, D1

If MAC replaces an AIRLINE-owned PBB, AIRLINE agrees to transfer the existing PBB to MAC at no charge and MAC agrees to dispose of the existing PBB and incorporate any salvage value into the PBB replacement project. Where applicable and as directed by AIRLINE,

AIRLINE agrees to remove and relocate an existing PBB at no cost to MAC. Existing PBBs may be designated for refurbishment instead of being disposed.

AIRLINE shall provide a Bill of Sale or Transfer Agreement. MAC will own all PBBs that it replaces per this Section F.

3. Maintenance and Operation

AIRLINE is responsible for all maintenance, repair, and operation of PBBs that AIRLINE owns, and shall pay all costs of maintaining, repairing and operating the PBBs that AIRLINE owns.

For the Lindbergh Terminal only, AIRLINE is responsible for all maintenance, repair, and operation of PBBs owned by MAC that AIRLINE uses, and shall pay all costs of maintaining, repairing and operating those PBBs; and shall comply with the following conditions relating to equipment training, maintenance and potential equipment modification needs.

- a. AIRLINE will train its personnel in proper PBB maintenance procedures in accordance with the recommendations and requirements noted in the training section of the O & M manuals that come with each bridge.
- b. AIRLINE will operate and maintain the PBB according to the manufacturer's specifications as again outlined in the associated O & M Manual(s), or as modified by mutual agreement with MAC. Purchase of any necessary maintenance parts and supplies as well as spare part replacement shall be the responsibility of the AIRLINE. Computerized records of such training and maintenance will be kept by the AIRLINE and summaries of this information will be made available to MAC on an as requested basis. Such maintenance reports shall include activities related to predictive (i.e. replacement of wear parts) and preventative (i.e. lubrication, exercise, oil changes, etc.) maintenance as well as any corrective maintenance.
- c. PC Air units shall be considered as appurtenances integral to the PBB, and will be operated and maintained by the AIRLINE under the same O & M conditions as outlined in this Agreement.
- d. No equipment modifications or additions will be made without MAC's advance written consent as outlined in the standard MAC construction permit process.
- e. On or about July 1 of each year, AIRLINE shall submit to MAC for MAC's approval, which approval shall not be unreasonably withheld or denied, a 12- month maintenance schedule for each MAC-owned PBB.

- f. AIRLINE shall report to MAC no later than March 1 any repair and maintenance completed on each PBB within the past calendar year, and the cost expended for all repairs and maintenance.
- g. AIRLINE shall make the MAC owned PBB's available for use by other airlines that use AIRLINES gates without additional charge.

4. Insurance and Indemnification

AIRLINE agrees to indemnify and hold harmless MAC for use and operation of the either MAC or AIRLINE owned PBBs by AIRLINE or its subtenants.

5. Accessibility

AIRLINE is responsible for the provision of accessible facilities related to the use of both AIRLINE-owned and MAC owned PBBs to individuals with disabilities, if and to the extent as required by applicable federal laws and regulations, including 49 CFR 27 and applicable ADA rules of the Department of Transportation and Department of Justice for airport operators. AIRLINE is responsible for the provision of accessible services related to the use of all PBBs to individuals with disabilities, if and to the extent required by applicable federal laws and regulations, including applicable Air Carrier Access Act rules for carriers.

6. Conversion to Preferential Use

All G Concourse holdrooms shall be Preferential Use Facilities consistent with holdrooms throughout the remainder of the Lindbergh Terminal and subject to Article IV.E. "Accommodation of Other Airlines".

XIII. SUPPLEMENTAL AGREEMENTS

As of the date of this 2015B Amendment, Article XIII "Supplemental Agreements" is hereby amended to add the following:

G. DELTA BAGGAGE SYSTEM

To the extent PFC eligible, MAC will acquire the DELTA-owned baggage system at the adjusted appraised value of \$8.05 million. MAC will agree to use of PFCs to the extent eligible to fund up to \$10 million in system upgrades, the specific upgrades to be subject to review and approval by MAC Finance and Airport Development Departments, such approval not to be unreasonably withheld. DELTA will remain responsible for system maintenance. DELTA agrees to fully support MAC's PFC application to the FAA for the purchase of the baggage system and upgrades. MAC agrees to make progress payments for the purchase of the baggage system of \$2 million per year in 2015 and 2016, however such payments shall be refunded to MAC to the extent sufficient PFC funds are not approved to cover these progress payments. MAC will pay the remaining balance for the purchase of the system and any approved system upgrades once, and only if, approved PFC funds become eligible. Title to the

baggage system and any and all improvements will transfer to MAC 60 days after baggage system upgrades are completed or on such alternate date as agreed upon by DELTA and MAC in writing.

XII. GENERAL PROVISIONS

Effective January 1, 2012, Article XVI.B.2 is hereby amended to add the following:

B. COMPLIANCE WITH LAW

2. At all times during the Term of this Agreement, AIRLINE shall, in connection with its activities and operations at the AIRPORT:

e. AIRLINE is responsible for the provision of accessible facilities to individuals with disabilities, as required by applicable laws and regulations, including 49 CFR 27 and applicable ADA rules of the Department of Transportation and Department of Justice for airport operators. AIRLINE is responsible for the provision of accessible services to individuals with disabilities, as required by applicable laws and regulations, including applicable Air Carrier Access Act rules for carriers and 49 CFR Part 27.

XIII. EXHIBITS UPDATED

Exhibit J “Premises” to the Lease will be updated when construction of the Common Use BHS is completed, contemplated to be no later than January 1, 2015. Exhibit 1 identifies the layout of the Common Use BHS.

XIV. OBSOLETE BAGGAGE SYSTEMS

AIRLINE shall relinquish ownership and control of any proprietary outbound baggage system at the Lindbergh Terminal.

IN WITNESS WHEREOF, the parties have signed and executed this Amendment in duplicate the day and year first below written.

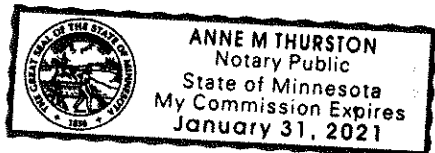
METROPOLITAN AIRPORTS COMMISSION

Date: Feb 25, 2015⁶

By: Eric L. Johnson
Eric L. Johnson
Director, Commercial Management & Airline Affairs

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on the 25th day of February, 2015⁶, by Eric L. Johnson, the Director, Commercial Management & Airline Affairs of the Metropolitan Airports Commission on behalf of the Commission.



Anne M. Thurston
Notary Public

FEDERAL EXPRESS CORPORATION

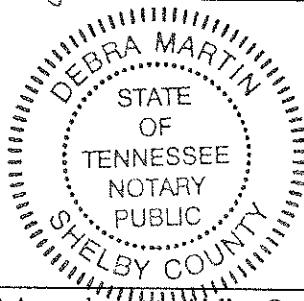
Date: 9/18/15, 2015

By: Wiley Johnson Jr.
Managing Director, Real Estate
And Airport Development

STATE OF TN)
) ss.
COUNTY OF Shelby)

Approved
Legal Department
Byrd 9/15/2015
WP OSW

This instrument was acknowledged before me on the 18th day of September, 2015,
by Wiley Johnson Jr., the Real Estate Managing Director of Federal Express Corp, Inc.



Debra Martin
Notary Public
My commission expires 1/24/17

**2015C AMENDMENT TO
AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE
MINNEAPOLIS-ST. PAUL INTERNATIONAL AIRPORT**

This 2015C Amendment to Airline Operating Agreement and Terminal Building Lease (the “2015C Amendment”) is entered into as of the 1st day of June, 2016, by and between the Metropolitan Airports Commission, a public corporation under the laws of the State of Minnesota (hereinafter referred to as “MAC” or “Commission”), and Multi-Aero, Inc. dba Air Choice One, a corporation organized and existing under the laws of State of Missouri and authorized to do business in the State of Minnesota (hereinafter referred to as “AIRLINE”).

WHEREAS, MAC and AIRLINE entered into an Airline Operating Agreement and Terminal Building Lease effective June 1, 2016 and amended such agreement through the 2007A Amendment (collectively, “Lease” or “Agreement”).

WHEREAS, in order to make consistent the Agreement among the various AIRLINES, this 2015C Amendment may restate sections already agreed to by some AIRLINES in previous amendments.

WHEREAS, MAC wishes to maintain the Airport as a competitive environment for airlines to operate and AIRLINE wishes to maintain passenger growth at the Airport.

NOW THEREFORE, in consideration of the foregoing, the parties agree to amend the Lease as follows:

I. INCORPORATION OF AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

Except as set forth in this 2015C Amendment, the Lease shall remain in full force and effect. In the event of a conflict between this 2015C Amendment and the Lease, the provisions of this 2015C Amendment shall control.

II. DEFINITIONS

All capitalized terms used in this 2015C Amendment but not defined herein shall have the meanings given them in the Lease. Effective when indicated, the following terms, as used herein and in the Lease, shall have the meanings set forth below and, to the extent any such term was defined in the Lease, the definition contained in the Lease shall be deleted and replaced with the definition for such term set forth below:

A. Effective January 1, 2012:

1. “Terminal Building” mean the passenger terminal buildings known as the Lindbergh Terminal, the Southwest Addition, Concourses A,B,C,D,E, and F, as shown on Exhibit C, including but not limited to, underground parking beneath the Lindbergh Terminal, a portion of the auto rental/parking/terminal people mover, the Ground Transportation Center (the “GTC”), skyways, and the Energy Management Center, the Delta Sky Club, and the non-Delta portion of the IAF penthouse space, together with additions and/or changes thereto (excluding the G Concourse, but including the IAF).

2. “G Concourse” (formally known as “Gold Concourse”) means the original Loading Pier A which consists of gates 1-9, the Loading Pier A Extension which consists of the balance of the gates (gates 10 through the end of the concourse) (but excluding the Delta Sky Club), and the Delta portion of the IAF penthouse space (but excluding the non-Delta portion of the IAF penthouse space), all as more specifically depicted on Exhibit E.

B. Effective January 1, 2016:

1. “Food and Beverage Concessions” means companies or other business organizations that principally sell consumable food or beverages items, excluding vending operations, to the traveling public at the Lindbergh or Humphrey Terminals, pursuant to concessions agreements with MAC.
2. “Annual Gross Revenue” means rent, concessions fees or similar charges actually received during any Fiscal Year by MAC from Selected Concessions. Annual Gross Revenue shall not include sales taxes, utility fees, consortium fees, key money, customer facilities charges or other similar “pass through” charges. Annual Gross Revenue shall be reduced by any amount paid to the Airport Foundation MSP by MAC for services provided at the Airport, subject to a cap of \$700,000 per year in 2016, escalating at 2% per year thereafter. MAC may increase this cap unless such increase is disapproved by a Majority-In-Interest of the Signatory Airlines.
3. “Humphrey Terminal Repair and Replacement Surcharge” shall be equal to 8.7 percent (8.7 %) of the Repair and Replacement Amount. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
4. “Lindbergh Terminal Repair and Replacement Surcharge” shall be equal to 21.9 percent (21.9 %) of the Repair and Replacement Amount divided by Airline Rented Space. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
5. “Landing Fee Repair and Replacement Amount” shall be equal to 65.6 percent (65.6 %) of the Repair and Replacement Amount. This allocation may be adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
6. “Merchandise Concessions” means companies or other business organizations that principally sell retail or news products, excluding automated vending items, to the traveling public at the Lindbergh or Humphrey Terminals, pursuant to concessions agreements with MAC.
7. “Repair and Replacement Amount” means a \$20,909,407 deposit for Fiscal Year 2016, and increased by three percent (3%) per annum for each Fiscal Year thereafter compounded annually (i.e., \$21,536,741 in Fiscal Year 2017, \$22,182,843 in Fiscal Year 2018, etc.) to a Repair and Replacement subaccount within the construction fund to be expended for major maintenance and minor (less

than \$2 million) capital projects, except for automobile parking facilities and roadways.

8. “Terminal Apron Repair and Replacement Amount” shall be equal to 3.9 percent (3.9 %) of the Repair and Replacement Amount. This allocation shall may adjusted on January 1, 2016 or anytime thereafter based on increases to the cost center’s book value.
9. “Terminal Building” means the passenger terminal buildings known as the Lindbergh Terminal, the Southwest Addition, Concourses A,B,C,D,E,F, and G, as shown on Exhibit C, including but not limited to, underground parking beneath the Lindbergh Terminal, a portion of the auto rental/parking/terminal people mover, the Ground Transportation Center (the “GTC”), skyways, the IAF, and the Energy Management Center, the Delta Sky Club, together with additions and/or changes thereto.
10. “Concessionaires” means Food and Beverage Concessions or Merchandise Concessions.

III. TERM

Article II – TERM of the Lease is hereby deleted and replaced with the following to reflect extension of the Term through 2018:

II. TERM

The Term of this Agreement shall begin as of the effective date of this Lease and end December 31, 2018, except as expressly provided herein (hereinafter referred to as the “Term”), and the rents, fees, and charges established in this Agreement shall apply to said Term. . If all of AIRLINE’s MSP departures are to Essential Air Service (EAS) destinations for a period of at least 90 days, this Agreement may be terminated by either MAC or AIRLINE by providing 30 days advanced written notice during such a period pursuant to Section XVI.,F.

IV. USE OF THE AIRPORT

Effective January 1, 2012, Article III.B.2. is hereby deleted and replaced with the following:

B. EXCLUSIONS, RESERVATIONS, AND CONDITIONS

2. MAC reserves the right to contract for the sale to the public of food, beverages (including alcoholic beverages), tobacco, merchandise, personal services, and business services within the Terminal Complex, and to charge for the privilege so to do. Subject to the conditions set forth below, AIRLINE hereby consents to allow any Concessionaires within the Airport, if so authorized by MAC, to deliver goods (food and alcohol included) to any customer located within AIRLINE’s holdroom areas. This consent includes allowing the Concessionaires to enter the AIRLINE’s holdroom area for the purpose of delivering goods to the customer and securing payment. AIRLINE also consents to allow vendors, deliveries, and the general public to have reasonable access, through its holdrooms, to any concessions space which

requires such access. The foregoing consent is given subject to the following conditions:

- a. MAC shall not allow any use of AIRLINE's holdroom areas by any Concessionaire in any way that could, as reasonably determined by AIRLINE, adversely impact AIRLINE's conduct of its airline operations from such holdrooms. At AIRLINE's request, MAC shall limit or modify Concessionaire's activities in AIRLINE's holdroom areas if necessary to prevent interference with AIRLINE's operations in or from such areas.
- b. Prior to allowing any Concessionaires access to AIRLINE's holdroom areas for the purposes described in this Article III.B.2, MAC shall require such Concessionaires to indemnify AIRLINE to the same extent such Concessionaires indemnify MAC with respect to claims and damages that arise out of Concessionaires' operations in AIRLINE's holdroom areas and to add AIRLINE as an additional insured to Concessionaires' liability insurance policies required under MAC's agreement with such Concessionaires.

MAC shall not authorize any other activity by any Concessionaire within AIRLINE's holdroom area without first consulting with AIRLINE in good faith and giving AIRLINE a reasonable opportunity to voice any objections it may have to such activity. However, if such activity involves the construction of improvements or placement of property in the AIRLINE'S holdroom area, consent by AIRLINE will be required and may be granted or withheld in AIRLINE'S sole discretion.

V. PREMISES

2.1 Effective October 1, 2014, Article IV.A. "Leased Premises" of the Lease is hereby deleted in its entirety and replaced with the following:

A. LEASED PREMISES

For the Term of this Agreement, MAC, in consideration of the compensation, covenants, and agreements set forth herein to be kept and performed by AIRLINE, hereby leases to AIRLINE, upon the conditions set forth in this Agreement, the areas in the Terminal Complex as described and identified in Exhibit J and the initial assignment of aircraft parking positions as described and identified in Exhibit D. AIRLINE shall lease these areas on an Exclusive, Preferential, or Common Use basis as follows:

Ground Transportation Center Offices	Exclusive
Ticket counter and office	Exclusive
Baggage make-up area and claim office	Exclusive
VIP Clubs	Exclusive
Operations areas	Exclusive
Enclosed storage areas	Exclusive
Holdroom	Preferential
Aircraft parking positions on Terminal Apron	Preferential
Regional Ramp	Preferential

Tug drive	Common
Outbound baggage area	Common
Inbound baggage area	Common
Baggage claim area	Common
IAF sterile circulation corridor	Common
IAF Inspections Area	Common
IAF baggage claim	Common
IAF ticketing and baggage recheck	Common

MAC and AIRLINE may, from time to time, add, subject to availability, additional space to the various Premises of AIRLINE by jointly executing revised Exhibits J or D as appropriate. Space added to AIRLINE's Premises shall be subject to all of the terms, conditions, requirements, and limitations of this Agreement and AIRLINE shall pay to MAC all rents, fees, and charges applicable to such additional space in accordance with the provisions of this Agreement.

2.2 Effective October 1, 2014, Article IV.K “Mid-Term Relinquishment of Premises” of the Lease is hereby deleted in its entirety and replaced with the following:

K. COMMON OUTBOUND BAGGAGE AREAS

1. MAC will provide in the common use outbound baggage area a common use outbound baggage system.

VI. RENTS, FEES, AND CHARGES

Effective October 1, 2014, Article V.B.5. “Terminal Rents and Surcharge” of the Lease is hereby deleted and replaced with the following:

5. Terminal Building Rents and Surcharge

AIRLINE shall pay to MAC monthly Terminal Building rentals and the Lindbergh Terminal Repair and Replacement Surcharge for its Exclusive (janitored and unjanitored), Preferential and Common Use Space in the Terminal Building. The Terminal Building rental rates shall be calculated according to the procedures set forth in Article VI. or Article VI (Alternate).

Terminal Building rentals for Common Use Space (except the IAF and outbound baggage areas) shall be prorated among Signatory Airlines using the Common Use Formula.

Effective January 1, 2012 Article V.B. “Rents, Fees, and Charges” of the Lease is hereby amended to add the following:

10. Lindbergh Terminal Vacancy Surcharge

In addition to any other rents, fees, or charges, AIRLINE shall pay to MAC monthly Terminal Building rentals and the Lindbergh Terminal Vacancy Surcharge for its Exclusive (janitored and unjanitored), Preferential, and Common Use Space in the Terminal Building. The Lindbergh Terminal Vacancy Surcharge shall be \$1.00 per square foot for 2012 and 2013. MAC, at its sole discretion, may reduce or eliminate the 2013 surcharge in the event sufficient vacant space is occupied in 2012 or anticipated to be occupied in 2013.

VII. CALCULATION OF RENTS, FEES, AND CHARGES

Effective January 1, 2015, Article VI (Alternate), “Calculation of Rents, Fees and Charges, Section I “Revenue Sharing,” as added via the 2007A Amendment is hereby deleted and replaced with the following:

VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES.

I. Revenue Sharing

1. Beginning January 1, 2006, subject to Section IX of the 2007A Amendment to the Airline Operating Agreement and Terminal Building Lease, in conjunction with its Year End Adjustments of Rents, Fees and Charges, MAC will rebate to AIRLINE a portion of the Annual Gross Revenues for Selected Concessions for the most recent Fiscal Year under the following schedule (“Revenue Sharing”) (all dollar amounts set forth in this Article VI (Alternate) shall apply for 2006 only and shall be escalated for each Fiscal Year after 2006 on an annual compounded basis by the Selected Concession Revenue Escalation Factor):
 - a. If Annual Gross Revenues for the Selected Concessions for 2006 are between \$25 million and \$32.299 million for the Fiscal Year, 25% of gross revenues;
 - b. If Annual Gross Revenues for the Selected Concessions are above \$ 32.299 million for the Fiscal Year, 25% of gross revenues up to \$32.299 million and 50% of gross revenues above \$32.299 million;
2. Reduced sharing of gross revenues if Annual Gross Revenues for the Selected Concessions are below \$25 million for the Fiscal Year;
 - a. \$24 million to \$24.99 million – 20%
 - b. \$23 million to \$23.99 million – 15%
 - c. \$22 million to \$22.99 million – 10%
 - d. \$21 million to \$21.99 million – 5%
3. Supplemental Revenue Sharing.

If Enplaned Passengers exceed the following levels during any Fiscal Year, the Signatory Airlines shall be entitled to Supplemental Revenue Sharing, defined as an additional 25% of Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Thresholds stated below but below the 50% Annual Gross Revenue for Selected Concessions threshold stated in paragraph 1(b) above, allocated pursuant to the procedures and subject to the limitations stated in this Article:

Fiscal Year	Required Enplaned Passenger Level	Supplemental Revenue Sharing Gross Revenue Threshold
2015	17,028,500	\$30,000,000

The required enplaned passenger level figure represents a 2% increase each year starting with 2013 actuals (2014 is escalated at 2% above 2013). The supplemental revenue sharing gross total threshold figure is also escalated at annual increases of 2%.

4. The total rebate amount shall be allocated among Signatory Airlines according to their pro rata share of Enplaned Passengers for the Fiscal Year and shall be structured as a post-year-end check to AIRLINE issued by MAC no later than 240 days following each Fiscal Year, subject to correction following any applicable audit. However, MAC shall have the right to offset the total rebate payable to AIRLINE by any amount AIRLINE owes to MAC that is past due including amounts due under this Agreement or any other agreement between MAC and AIRLINE.
5. Notwithstanding the foregoing, MAC shall have the right to reduce the amount of Revenue Sharing with respect to any Fiscal Year to the extent necessary so that the Net Revenues of the MAC taking into account the Revenue Sharing for such Fiscal Year will not be less than 1.25x of the total Debt Service of MAC for such Fiscal Year. In the event that the Revenue Sharing is reduced in any Fiscal Year by any amount (the "Deferred Revenue Sharing Amount") as a result of the operation of this Article VI. (Alternate), MAC will accrue the Deferred Revenue Sharing Amount and credit such amount to the Signatory Airlines in the subsequent Fiscal Year (or, if such amount may not be credited in accordance with this Article VI. (Alternate) in such subsequent Fiscal Year, then such amount will be credited in the next succeeding Fiscal Year in which such credit may be issued in accordance with this Article VI. (Alternate); and
6. The rights of any Signatory Airline to any payment, credit or application of Revenue Sharing to or for the benefit of such Signatory Airline is a contract right, in existence and effective as of January 1, 2006 (subject to Section XII of the Amended and Restated Third Amendment), and any such payment, credit or application actually made is proceeds thereof.

VIII. CALCULATION OF RENTS, FEES, AND CHARGES

Effective January 1, 2016, Article VI (Alternate), "Calculation of Rents, Fees and Charges, Section G "IAF Use Fees," Section I "Revenue Sharing," and Exhibit N are hereby deleted and replaced with the following and an updated Exhibit N:

VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES

G. IAF USE FEES

The IAF use fee for use of the IAF shall be effective through December 31, 2020 and shall be based upon:

1. The cost of the maintenance and operation of the International Arrivals Facility which may include, but is not limited to:
 - a. utilities;
 - b. cleaning;

- c. maintenance (including the costs of maintaining the security equipment that existed as of April 1998);
 - d. police, fire, and administrative cost allocation;
 - e. costs of providing passenger baggage carts, if any;
 - f. costs of providing staff parking for federal inspections agency staff; and
 - g. \$4.17 per square foot recoupment for lost rental area in the G Concourse.
- 2. Costs associated with the operation of dual international arrivals facility locations at the Airport, based on the appropriate allocation of costs between the two facilities, not otherwise funded by the federal inspections agencies including, but not limited to additional personnel and equipment used by those agencies; and
 - 3. Debt Service, if any; and

Items (1) through (3) above, for which AIRLINE will be billed monthly, shall be set annually at an estimated charge through MAC's budget process and then adjusted at year end for actual costs pursuant to certified audit by MAC's external auditors and such difference shall be charged or credited to AIRLINE and paid by AIRLINE or MAC within thirty (30) days thereafter.

I. REVENUE SHARING

- 1. Beginning January 1, 2016, subject to Section IX of the 2007A Amendment to the Airline Operating Agreement and Terminal Building Lease, in conjunction with its Year End Adjustments of Rents, Fees and Charges, MAC will rebate to AIRLINE a portion of the Annual Gross Revenues for Selected Concessions for the most recent Fiscal Year under the following schedule (“Revenue Sharing”) (all dollar amounts set forth in this Article VI (Alternate) shall apply for 2016 only and shall be escalated for each Fiscal Year after 2016 on an annual compounded basis by the Selected Concession Revenue Escalation Factor):
 - a. If Annual Gross Revenues for the Selected Concessions for 2016 are between \$44,042,802 and \$56,903,300 for the Fiscal Year, 25% of gross revenues;
 - b. If Annual Gross Revenues for the Selected Concessions are above \$56,903,300 for the Fiscal Year, 25% of gross revenues up to \$56,903,300 and 50% of gross revenues above \$56,903,300;
- 2. Reduced sharing of gross revenues if Annual Gross Revenues for the Selected Concessions are below \$44,042,802 for the Fiscal Year:
 - a. \$40,667,566 to \$44,042,802 – 20%

- b. \$39,117,966 to \$40,667,566 – 15%
- c. \$37,568,365 to \$39,117,966 – 10%
- d. \$36,018,765 to \$37,568,365 – 5%

3. Supplemental Revenue Sharing.

- a. If Enplaned Passengers exceed the following levels during any Fiscal Year, the Signatory Airlines shall be entitled to Supplemental Revenue Sharing, defined as an additional 25% of Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Thresholds stated below but below the 50% Annual Gross Revenue for Selected Concessions threshold stated in paragraph 1(b) above, allocated pursuant to the procedures and subject to the limitations stated in this Article:

Fiscal Year	Required Enplaned Passenger Level	Supplemental Revenue Sharing Gross Revenue Threshold
2015	17,028,500	\$30,000,000
2016	17,369,100	\$33,600,000
2017	17,716,500	\$34,272,000
2018	18,070,800	\$34,957,440
2019 ¹	18,432,200	\$35,656,589
2020 ²	18,800,900	\$36,369,721

The required enplaned passenger level figures represent a 2% increase each year starting with 2013 actuals (2014 is escalated at 2% above 2013). The supplemental revenue sharing gross total threshold figures are also escalated at annual increases of 2%. The change from 2015 to 2016 includes incorporation of the G Concourse and Southwest concessions area.

- b. If Enplaned Passengers in any Fiscal Year do not exceed the Required Enplaned Passenger Level for such Fiscal Year set forth in paragraph 3(a) above, but exceed the Required Enplaned Passenger Level for the previous Fiscal Year, Supplemental Revenue Sharing for the Fiscal Year will be a portion of full Supplemental Revenue Sharing, determined by dividing (i) the number of Revenue Passengers that exceed the previous Fiscal Year’s Required Enplaned Passenger Level by (ii) the difference between the previous Fiscal Year’s Required Enplaned Passenger Level and the current Fiscal Year’s Required Enplaned Passenger Level and (iii) multiplying that

¹ Only applicable if Term is extended past December 31, 2018.

² Only applicable if Term is extended past December 31, 2019.

fraction by 25% of the Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Threshold for the current Fiscal Year but below the 50% Annual Gross Revenue for Selected Concessions threshold for such Fiscal Year. (EXAMPLE: If the required Enplaned Passenger Level for a Fiscal Year is 1,000,000 passengers higher than the preceding Fiscal Year's Required Enplaned Passenger Level, but Enplaned Passengers in a Fiscal Year only exceed the prior Fiscal Year's Required Enplaned Passenger Level by 600,000 passengers, Supplemental Revenue Sharing will be $\frac{6}{10} \times 25\%$ (which is equal to 15%) of the Annual Gross Revenue above the Supplemental Revenue Sharing Gross Revenue Threshold for the current Fiscal Year but below the 50% Annual Gross Revenue for Selected Concessions threshold stated in paragraph 1(b) above.)

4. The total rebate amount shall be allocated among Signatory Airlines according to their pro rata share of Enplaned Passengers for the Fiscal Year and shall be structured as a post-year-end check to AIRLINE issued by MAC no later than 240 days following each Fiscal Year, subject to correction following any applicable audit. However, MAC shall have the right to offset the total rebate payable to AIRLINE by any amount AIRLINE owes to MAC that is past due including amounts due under this Agreement or any other agreement between MAC and AIRLINE.
5. Notwithstanding the foregoing, MAC shall have the right to reduce the amount of Revenue Sharing with respect to any Fiscal Year to the extent necessary so that the Net Revenues of the MAC taking into account the Revenue Sharing for such Fiscal Year will not be less than 1.25x of the total Debt Service of MAC for such Fiscal Year. In the event that the Revenue Sharing is reduced in any Fiscal Year by any amount (the "Deferred Revenue Sharing Amount") as a result of the operation of this Article VI. (Alternate), MAC will accrue the Deferred Revenue Sharing Amount and credit such amount to the Signatory Airlines in the subsequent Fiscal Year (or, if such amount may not be credited in accordance with this Article VI. (Alternate) in such subsequent Fiscal Year, then such amount will be credited in the next succeeding Fiscal Year in which such credit may be issued in accordance with this Article VI. (Alternate); and
6. The rights of any Signatory Airline to any payment, credit or application of Revenue Sharing to or for the benefit of such Signatory Airline is a contract right, in existence and effective as of January 1, 2006 (subject to Section XII of the Amended and Restated Third Amendment), and any such payment, credit or application actually made is proceeds thereof.

IX. CALCULATION OF RENTS, FEES, AND CHARGES

Article VI and Article VI(Alternate) (as added via the 2007A Amendment) are hereby amended by adding the below Section K "Outbound Baggage Area Fees" effective October 1, 2014 and Section L "Airline Passenger Services" effective January 1, 2013:

- VI. CALCULATION OF RENTS, FEES AND CHARGES
and
VI (ALTERNATE). CALCULATION OF RENTS, FEES AND CHARGES

K. OUTBOUND BAGGAGE AREA FEES

The outbound baggage area rent shall be allocated among Signatory Airlines using the outbound baggage areas by applying the Common Use Formula at the unjanitored terminal building rental rate.

L. AIRLINE PASSENGER SERVICES

AIRLINE agrees to reimburse MAC for providing porter services and security line management services in lieu of AIRLINE providing such passenger services. The expense for the porter services will be billed to AIRLINE directly and prorated among the Signatory Airlines using the Common Use Formula. The expense for security line management services will be billed to AIRLINE directly and prorated among the Signatory Airlines based on its percentage of Enplaned Passengers.

For future passenger services provided by MAC in lieu of Airline providing such passenger services, AIRLINE shall reimburse MAC for the costs of such services to the extent such costs are approved in advance by a Majority-In-Interest of the Signatory Airlines. The expense for such services will be billed to AIRLINE directly and prorated among the Signatory Airlines using the Common Use Formula or other formula as mutually agreed upon by MAC and a Majority-In-Interest of the Signatory Airlines.

X. CAPITAL EXPENDITURES

Effective the January 1, 2015, Article VII “Capital Expenditures” is hereby deleted in its entirety and replaced with the following:

VII. CAPITAL EXPENDITURES

A. GENERAL

1. Subject to the provisions of Sections B and D of this Article, MAC may incur costs to plan, design, and construct Capital Projects to preserve, protect, enhance, expand, or otherwise improve the Airport System, or parts thereof, at such time or times as it deems appropriate, and may recover through airline rents, fees, and charges the costs of such Capital Projects.
2. Subject to the provisions of this Article, MAC may pay the Capital Cost associated with any Capital Project using funds lawfully available for such purposes as it deems appropriate, and may issue Airport Bonds in amounts sufficient to finance any Capital Project.
3. MAC will use its best efforts to obtain and maximize: (a) federal and state grants, including MNDOT and AIP grants; (b) one hundred eighty six million dollars (\$186,000,000) in federal letter of intent (“LOI”) and side agreements; and (c) fifty million dollars (\$50,000,000) in additional entitlement/discretionary money for a total of two hundred thirty six million dollars (\$236,000,000). In the event MAC decides to issue debt to interim finance project costs otherwise chargeable to cost centers affecting airline rates and charges expected to be paid from the future receipt of LOI

discretionary grants it will include interest and issuance costs associated with this debt in the calculation of airline rates and charges.

4. This Agreement shall not be interpreted: (a) to impair the authority of MAC to impose a Passenger Facility Fee or to use the Passenger Facility revenue as required by the PFC legislation or PFC Regulations; (b) to restrict MAC from financing, developing or assigning new capacity at the Airport with Passenger Facility revenue if and to the extent such restriction would violate the PFC legislation or PFC Regulations; (c) to preclude MAC from funding, developing, or assigning new capacity at the Airport with PFC revenue in any manner required by the PFC legislation or the PFC Regulations; or (d) to prevent MAC from exercising any other right it is required to retain by the PFC legislation or PFC Regulations if and to the extent it is so required to be retained by the PFC legislation or PFC Regulations. Subject to these provisions, however, MAC and AIRLINE agree as follows:
 - a. AIRLINE and MAC agree that MAC may impose a PFC throughout the Term of this Agreement.
 - b. MAC will use all PFC revenue, including PFCs attributable to increases in the PFC collection rate, collected during the Term of this Agreement to pay the Capital Costs of the 2010 Plan, as the same may be amended pursuant to the terms of this Agreement, and any associated debt service, except that to the extent that PFC's are not legally authorized to be used for such purpose under applicable law, they may be expended for the purposes for which they are legally authorized.
 - c. Actual PFC revenue from the lesser of ninety percent (90%) of Originating Passengers or forty-five percent (45%) of Enplaned Passengers for the period from 2011 to 2030 will be applied to fund Capital Costs associated with the 2010 Plan before being applied in any other manner. A portion (as defined below) of the PFC's expected to be collected for the period from 2011 to 2030 will be used to structure a bond issue to fund Capital Costs associated with the 2010 Plan. Such Capital Costs will not be charged to airline cost centers, however debt service not actually paid with PFC's may be recovered from the Airlines through a special charge to the appropriate airline cost center. This "portion" shall be determined by MAC, after consultation with its financial advisors in conjunction with the issuance of debt associated with the 2010 Plan, based upon its projections of the amount of PFC revenue which will be generated from the lesser of ninety percent (90%) of the projected Originating Passengers or forty-five percent (45%) of the projected Enplaned Passengers for the period from 2011 to 2030, based upon MAC's forecasts of passenger growth and an assumed \$5.00 per passenger PFC collection rate.

- d. Notwithstanding the above, commencing in Fiscal Year 2015, MAC will use its best efforts to secure additional leveraging of PFC revenues for capital projects associated with the 2010 Series A&B bonds (the “2010 Bonds”), such that to the greatest extent possible, up to 50% of PFC revenues generated at the Airport will be applied to debt service. The period during which such increased percentage of PFC revenues will be used for debt service on the 2010 Bonds will begin in Fiscal Year 2015 and end upon the later of the defeasement of the 2010 Bonds or the defeasement of any bonds issued to refund or refinance the 2010 Bonds.
5. MAC agrees to structure debt so that MAC’s construction fund balance will not exceed one hundred twenty-five million dollars (\$125,000,000) on December 31, 2010. Any excess beyond this amount will be applied to reduce debt.
6. Annually MAC shall submit to each Signatory Airline a report on the Capital Projects that MAC plans to commence during a Fiscal Year. MAC may from time to time amend or supplement such report for the then-current year by providing supplementary notice to each Signatory Airline. The report (or supplemental report) shall contain the following information:
 - a. A description of each Capital Project, together with statement of the need for and benefits to be derived from each Capital Project.
 - b. A schedule of estimated project costs and proposed funding sources for each Capital Project.
 - c. A notice requesting MII approval of the Capital Projects, if any, that are subject to MII review under Section B of this Article.

B. CAPITAL PROJECTS SUBJECT TO MII REVIEW

MAC may not recover through airline rents, fees, or charges the Capital Costs, including the Off-Airport Aircraft Noise Costs, of any Capital Project in the Airfield Cost Center whose gross project costs exceed one million dollars (\$1,000,000) without the prior approval of a Majority-in-Interest of Signatory Airlines.

1. Each Capital Project, which is subject to this Section B, shall be deemed to be “Approved by a Majority-In-Interest of Signatory Airlines” unless MAC receives, within forty-five (45) days of mailing the report specified in Section A of this Article, either: (a) written responses from a Majority-In-Interest of Signatory Airlines and such responses signify that a Majority-In-Interest of Signatory Airlines disapprove such Capital Project or (b) a certificate from the chair of the MSP Airport Affairs Committee, with supporting documentation establishing that a Majority-In-Interest of Signatory Airlines disapprove such Capital Project.
2. MAC may proceed with any Capital Project that was disapproved by a Majority-In-Interest of Signatory Airlines; provided, however, that MAC may not recover

through airline rents, fees, or charges the Capital Costs, including the Off-Airport Aircraft Noise Costs, of any disapproved Capital Project.

3. Notwithstanding the foregoing and subject to the limitations described below, the 2010 Plan Airfield Programs shall be deemed to be Approved by a Majority-in-Interest of Signatory Airlines.

C. CAPITAL PROJECTS NOT SUBJECT TO MII REVIEW

Without the prior approval of a Majority-In-Interest of Signatory Airlines, MAC may incur costs to plan, design, and construct at such time or times as it deems appropriate, and may recover through airline rents, fees, and charges the costs of the following Capital Projects:

1. Any Capital Project that is not in the Airfield Cost Center except as set forth in D. below.

MAC plans to undertake a program of improvements to the Airport System known as the 2010 Plan. The 2010 Plan, which is described in Exhibit I, includes Capital Projects that are not in the Airfield Cost Center as well as the 2010 Plan Airfield Programs. Such Capital Projects are so identified in Exhibit I.

2. Any Capital Project in the Airfield Cost Center that is necessary to comply with a rule, regulation, or order of any governmental agency, other than an ordinance of MAC, which has jurisdiction over the operation of the Airport.
3. Any Capital Project in the Airfield Cost Center that is necessary to satisfy a final judgment against MAC rendered by a court of competent jurisdiction.
4. Any Capital Project in the Airfield Cost Center that is necessary to repair casualty damage, the cost of which exceeds the proceeds of applicable insurance; provided that the MAC may recover the Capital Cost of such repair only to the extent that the cost of reconstruction or replacement exceeds the insurance proceeds available for such purposes.

D. 2010 PLAN AIRFIELD PROGRAMS

1. Subject to the limitations described below, MAC has the right to incur costs to plan, design, and construct at such time or times as it deems appropriate and to recover through airline rents, fees, and charges the costs of the 2010 Plan Airfield Programs, which are identified in Exhibit I.
2. MAC may add, delete, or otherwise modify components of the 2010 Plan Airfield Programs; provided, however, that no such modifications may materially change the scope of any of the 2010 Plan Airfield Programs without the prior approval of a Majority-In-Interest of Signatory Airlines. MAC shall provide Signatory Airlines with annual updates on the progress of the 2010 Airfield Programs including modifications to the 2010 Plan Airfield Program in reasonable detail.
3. MAC will use its best efforts to obtain a letter of intent for AIP discretionary grants to fund eligible costs of the Runway 17/35 Program.

4. The Original Cost Estimate (stated in 1998 dollars) of each 2010 Plan Airfield Program is presented in Exhibit I. MAC may not exceed the Original Cost Estimate of any 2010 Plan Airfield Program except as set forth in this Section.
5. MAC may revise the Original Cost Estimate of a 2010 Plan Airfield Program as follows:
 - a. From time to time to reflect material scope changes approved by MAC and by a Majority-In-Interest of the Signatory Airlines; and
 - b. Annually in accordance with changes in inflation. Such revision shall be calculated by adjusting the Original Cost Estimate (as revised to reflect material scope changes) by changes in the *Engineering News Record* Construction Cost Index for Minneapolis.
 - c. To reflect increases in the cost of the Noise Mitigation Program caused by increases in the size of the approved 65 DNL noise contour, as documented in the FAR Part 150 Program.
6. MAC shall develop and maintain Current Cost Estimates for each of the 2010 Plan Airfield Programs.
7. In the event the Current Cost Estimate of any of the 2010 Plan Airfield Programs exceeds the Original Cost Estimate, as revised, for such Program, then the MAC at its sole discretion shall do one or more of the following:
 - a. After consultation with Airlines, modify or defer until after 2010 a sufficient number of projects contained in such Program so that the Current Cost Estimate does not exceed the Original Cost Estimate, as revised in accordance with Paragraph D.5. of this Section; or
 - b. Fund the amount of the excess and exclude depreciation and interest on such amount from the calculation of rents, fees, and charges; or
 - c. Obtain approval for additional costs from a Majority-In-Interest of Signatory Airlines. The Majority-In-Interest approval is required only on the portion of the Current Cost Estimate that exceeds the Original Cost Estimate, as revised in accordance with Paragraph D.5. of this Section.

E. MAJORITY-IN-INTEREST WAIVER

Beginning in January 1, 2010, AIRLINE agrees that MAC may include in its capital improvement program up to \$50 million per year (in 2001 dollars) for miscellaneous Capital Projects (“Contingency Projects”) as determined by MAC. Notwithstanding any other provision of this Agreement, these Contingency Projects may include at MAC’s discretion projects to be included in the Airfield Cost Center, and this Agreement shall be deemed to be AIRLINE’S approval (if required) of any such Capital Project without any requirement for Majority-In-Interest review.

F. 2015-2017 CAPITAL IMPROVEMENT PROGRAM

AIRLINE agrees not to oppose the proposed three-gate expansion at T2 and agrees to support the following proposed MAC infrastructure improvements and alternatives in T1: security checkpoint consolidation, lobby upgrades, and additional structured parking, subject to consultation and review by DELTA, as chair of AAAC, for each such project. DELTA and MAC will continue to investigate DELTA's return to the MAC of its remaining B Concourse space.

XI. OPERATION AND MAINTENANCE OF OUTBOUND BHS

Effective October 1, 2014, Article VIII.C is hereby added to the Lease as follows:

C. OPERATION AND MAINTENANCE OF OUTBOUND BHS

1. Delta operates and maintains the Delta BHS. As a matter of efficiency, MAC and AIRLINE desire Delta to operate and maintain the CBIS and, from and after the Common Use BHS DBO, the Common Use BHS. Therefore, notwithstanding anything to the contrary contained in this Lease, MAC has contracted with Delta to, in accordance with acceptable FAA and TSA standards, and other applicable statutes or regulations, operate, maintain and keep in good repair the CBIS from and after the Effective Date and also the Common Use BHS, from and after the Common Use BHS DBO. The "Common Use BHS DBO" shall mean that date that the Common Use BHS or any portion thereof is first placed into service. The Delta BHS, the CBIS and the Common Use BHS are referred to herein collectively as the "Outbound BHS." No equipment modifications or additions will be made to the MAC BHS by AIRLINE without MAC's advance written consent.
2. From and after the Common Use BHS DBO, AIRLINE shall pay MAC for AIRLINE's share of the operation and maintenance of the Common Use BHS as follows:
 - a. On or about September of each year, Delta shall submit to MAC for MAC's approval, which approval shall not be unreasonably withheld or denied, a maintenance schedule and budget for the Outbound BHS for the upcoming calendar year. The budget shall include Delta's estimate of amounts to be paid to Delta's contractors and employees (at fully-loaded rates) for performing the services. The budget shall also include a pass-through of all rental and other charges assessed by MAC to Delta for storage space that is used exclusively in connection with Delta's operation and maintenance services for the Outbound BHS for such calendar year (initially estimated at 3,500 square feet). The budget, as approved by MAC for a calendar year, is referred to herein as the "Outbound BHS Budgeted Cost."
 - b. The Outbound BHS Budgeted Cost for a calendar year shall be prorated between Delta, on the one hand, and the other Airlines that use the Outbound BHS ("OALs"), on the other hand, on the basis of that proportion which the number of Delta's Enplaned Passengers at the Terminal Complex (on the one hand) and the OALs Enplaned Passengers at the Terminal Complex (on the other hand) for such calendar year bears to the total number of Enplaned Passengers of all such Airlines (Delta and the OALs) at the Terminal Complex for such calendar year.

- c. From and after the Common Use BHS DBO, AIRLINE shall pay MAC, on a quarterly basis, AIRLINE's share of the Outbound BHS Budgeted Cost by applying the Common Use Formula (omitting Delta and its Enplaned Passengers from the calculation) to the OAL's portion of the Outbound BHS Budgeted Cost (as determined in Article VIII.C.2.b above).
 - d. If AIRLINE or any other Signatory Airline fails to pay its share of the Outbound BHS Budgeted Cost in a timely fashion, such costs may be added to an appropriate cost center, at MAC's sole discretion.
 - e. Delta shall report to MAC no later than March 1 of each year Delta's actual costs, without markup, of operating and maintaining the Outbound BHS during the previous calendar year, excluding any Capital Costs or Capital Projects undertaken by Delta with respect to the Delta BHS ("Outbound BHS Actual Cost"). Such report shall be supported by back-up documentation to the reasonable satisfaction of MAC. The Outbound BHS Actual Cost shall be reconciled against the Outbound BHS Budgeted Cost for such calendar year and all payments based thereon shall be adjusted according to Article VI.J.
- 3. AIRLINE hereby waives all claims to special, indirect, and consequential damages that might be asserted by AIRLINE against Delta, MAC or their respective officers, directors, contractors, employees or agents in connection with the maintenance and operation of the Outbound BHS. AIRLINE agrees that Delta is an express third party beneficiary of such waiver.
 - 6. If Delta ceases to operate and maintain the Outbound BHS, MAC shall appoint such other contractor or Airline to perform such services as MAC deems appropriate.
 - 7. Except as stated in this Article VIII.C, in no event shall MAC have any affirmative duty to operate, maintain, or repair the Outbound BHS, or pay for its operation, maintenance, or repair.

XII. SUPPLEMENTAL AGREEMENTS

Effective when indicated, this 2015C Amendment, Article XIII "Supplemental Agreements" is hereby amended by adding the following Section F "Passenger Boarding Bridges" and Section G "DELTA Baggage System."

XIII. SUPPLEMENTAL AGREEMENTS

Effective January 1, 2012, Article XIII "Supplemental Agreements" is hereby amended to add the following:

F. PASSENGER BOARDING BRIDGES

1. Provision or Replacement of PBBs

AIRLINE acknowledges that MAC may, at its discretion, provide or replace AIRLINE-owned or MAC-owned passenger boarding bridges and associated equipment where required (e.g. 400 Hz power, pre-conditioned air, luggage lifts, etc.) ("PBB") within the Lindbergh Terminal.

2. Ownership and Disposal

As of January 1, 2012, MAC owns the PBBs within the Lindbergh Terminal as shown below identified by the PBBs gate number. PBBs not shown below are owned either by AIRLINE or other signatory airlines at the Airport.

A1, A2, A3, A4, A5, A6, A7, A8, A9, A10, A11, A12, A13, A14, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14, B15, B16, C4, C5, C17, C18, C19, C20, C21, C22, C23, C24, C25, C26, C27, D1

If MAC replaces an AIRLINE-owned PBB, AIRLINE agrees to transfer the existing PBB to MAC at no charge and MAC agrees to dispose of the existing PBB and incorporate any salvage value into the PBB replacement project. Where applicable and as directed by AIRLINE, AIRLINE agrees to remove and relocate an existing PBB at no cost to MAC. Existing PBBs may be designated for refurbishment instead of being disposed.

AIRLINE shall provide a Bill of Sale or Transfer Agreement. MAC will own all PBBs that it replaces per this Section F.

3. Maintenance and Operation

AIRLINE is responsible for all maintenance, repair, and operation of PBBs that AIRLINE owns, and shall pay all costs of maintaining, repairing and operating the PBBs that AIRLINE owns.

For the Lindbergh Terminal only, AIRLINE is responsible for all maintenance, repair, and operation of PBBs owned by MAC that AIRLINE uses, and shall pay all costs of maintaining, repairing and operating those PBBs; and shall comply with the following conditions relating to equipment training, maintenance and potential equipment modification needs.

- a. AIRLINE will train its personnel in proper PBB maintenance procedures in accordance with the recommendations and requirements noted in the training section of the O & M manuals that come with each bridge.
- b. AIRLINE will operate and maintain the PBB according to the manufacturer's specifications as again outlined in the associated O & M Manual(s), or as modified by mutual agreement with MAC. Purchase of any necessary maintenance parts and supplies as well as spare part replacement shall be the responsibility of the AIRLINE. Computerized records of such training and maintenance will be kept by the AIRLINE and summaries of this information will be made available to MAC on an as requested basis. Such maintenance reports shall include activities related to predictive (i.e. replacement of wear parts) and preventative (i.e.

lubrication, exercise, oil changes, etc.) maintenance as well as any corrective maintenance.

- c. PC Air units shall be considered as appurtenances integral to the PBB, and will be operated and maintained by the AIRLINE under the same O & M conditions as outlined in this Agreement.
- d. No equipment modifications or additions will be made without MAC's advance written consent as outlined in the standard MAC construction permit process.
- e. On or about July 1 of each year, AIRLINE shall submit to MAC for MAC's approval, which approval shall not be unreasonably withheld or denied, a 12- month maintenance schedule for each MAC-owned PBB.
- f. AIRLINE shall report to MAC no later than March 1 any repair and maintenance completed on each PBB within the past calendar year, and the cost expended for all repairs and maintenance.
- g. AIRLINE shall make the MAC owned PBB's available for use by other airlines that use AIRLINES gates without additional charge.

4. Insurance and Indemnification

AIRLINE agrees to indemnify and hold harmless MAC for use and operation of the either MAC or AIRLINE owned PBBs by AIRLINE or its subtenants.

5. Accessibility

AIRLINE is responsible for the provision of accessible facilities related to the use of both AIRLINE-owned and MAC owned PBBs to individuals with disabilities, if and to the extent as required by applicable federal laws and regulations, including 49 CFR 27 and applicable ADA rules of the Department of Transportation and Department of Justice for airport operators. AIRLINE is responsible for the provision of accessible services related to the use of all PBBs to individuals with disabilities, if and to the extent required by applicable federal laws and regulations, including applicable Air Carrier Access Act rules for carriers.

6. Conversion to Preferential Use

All G Concourse holdrooms shall be Preferential Use Facilities consistent with holdrooms throughout the remainder of the Lindbergh Terminal and subject to Article IV.E. "Accommodation of Other Airlines".

XIII. SUPPLEMENTAL AGREEMENTS

As of the date of this 2015C Amendment, Article XIII “Supplemental Agreements” is hereby amended to add the following:

G. DELTA BAGGAGE SYSTEM

To the extent PFC eligible, MAC will acquire the DELTA-owned baggage system at the adjusted appraised value of \$8.05 million. MAC will agree to use of PFCs to the extent eligible to fund up to \$10 million in system upgrades, the specific upgrades to be subject to review and approval by MAC Finance and Airport Development Departments, such approval not to be unreasonably withheld. DELTA will remain responsible for system maintenance. DELTA agrees to fully support MAC’s PFC application to the FAA for the purchase of the baggage system and upgrades. MAC agrees to make progress payments for the purchase of the baggage system of \$2 million per year in 2015 and 2016, however such payments shall be refunded to MAC to the extent sufficient PFC funds are not approved to cover these progress payments. MAC will pay the remaining balance for the purchase of the system and any approved system upgrades once, and only if, approved PFC funds become eligible. Title to the baggage system and any and all improvements will transfer to MAC 60 days after baggage system upgrades are completed or on such alternate date as agreed upon by DELTA and MAC in writing.

XIII. GENERAL PROVISIONS

Effective January 1, 2012, Article XVI.B.2 is hereby amended to add the following:

B. COMPLIANCE WITH LAW

2. At all times during the Term of this Agreement, AIRLINE shall, in connection with its activities and operations at the AIRPORT:
 - e. AIRLINE is responsible for the provision of accessible facilities to individuals with disabilities, as required by applicable laws and regulations, including 49 CFR 27 and applicable ADA rules of the Department of Transportation and Department of Justice for airport operators. AIRLINE is responsible for the provision of accessible services to individuals with disabilities, as required by applicable laws and regulations, including applicable Air Carrier Access Act rules for carriers and 49 CFR Part 27.

XIV. EXHIBITS UPDATED

Exhibit J “Premises” to the Lease will be updated when construction of the Common Use BHS is completed, contemplated to be no later than January 1, 2015. Exhibit 1 identifies the layout of the Common Use BHS.

XV. OBSOLETE BAGGAGE SYSTEMS

AIRLINE shall relinquish ownership and control of any proprietary outbound baggage system at the Lindbergh Terminal.

(Remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the parties have signed and executed this Amendment in duplicate the day and year first below written.

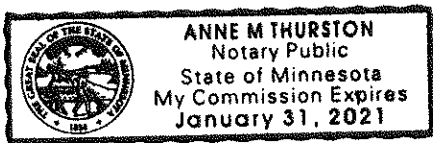
METROPOLITAN AIRPORTS COMMISSION

Date: May 26, 2016

By: *Eric L. Johnson*
Eric L. Johnson
Director, Commercial Management & Airline Affairs

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on the 26th day of May, 2016, by Eric L. Johnson, the Director, Commercial Management & Airline Affairs of the Metropolitan Airports Commission on behalf of the Commission.



Anne M. Thurston
Notary Public

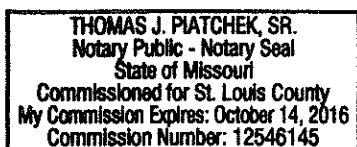
MULTI-AERO, INC dba AIR CHOICE ONE

Date: 5/24, 2016

By: *Shane Storz*
Its: *President*

STATE OF Missouri)
) ss.
COUNTY OF St. Louis)

This instrument was acknowledged before me on the 24th day of May, 2016,
by Shane Storz, the President of Multi-Aero, Inc.



Thomas J. Piatchek, Sr.
Notary Public