

## SCHEDULE F

### TERMINAL FACILITY UTILIZATION

#### F.1 INTRODUCTION

In accordance with Section 3.3 of this Agreement, this Schedule F specifies the policies and procedures for: (1) the allocation and assignment, and reallocation and reassignment, of Exclusive Use Space and/or termination of rights to Exclusive Use Space within the passenger terminal building; (2) the allocation or assignment of Common Use Space, including aircraft gates; and (3) the allocation and assignment, and reallocation and reassignment of Common Use Assigned Gates.

#### F.2 STATEMENT OF INTENT

The Lessee's objectives shall be to: (1) provide the Signatory Airlines with predictability and stability regarding the use of operational space at the Airport, and (2) offer all airlines desiring to serve the Airport access to the Airport and adequate space in the terminal building. The Lessee shall pursue the objective of achieving a reasonable balance in the overall utilization of the terminal building and associated aircraft aprons, with a particular focus on convenience to passengers and the integrity of the airlines' operations.

#### F.3 SPACE AT THE AIRPORT

Space at the Airport shall consist of Exclusive Use Space, Common Use Space and other Lessee Controlled Facilities as shown in Schedule G. Common Use Assigned Gates are part of the Common Use Space, subject to the provisions of this Schedule F.

**Exclusive Use Space** - In accordance with Section 3.3(b), the Lessee has allocated certain terminal space at the Airport (in accordance with Schedule G of this Agreement, subject to modifications in accordance with this Schedule) other than gates (and terminal areas associated with such gates) for exclusive use by Signatory Airlines for exclusive use ticket counters and offices, clubs and other operations and functions as are incidental or reasonably necessary to the conduct of the Airlines' Air Transportation Business and for such other purposes as the Lessee shall approve. The allocation of Exclusive Use Space is not a lease and does not convey any interest in any real or personal property whatsoever, however, subject to the terms of this Schedule F and this Agreement, Signatory Airlines shall have a contractual right to the exclusive use, control and quiet enjoyment of their Exclusive Use Space.

**Common Use Space** – Subject to the provisions of this Agreement and the Lease Agreement, the Lessee shall retain under its exclusive possession and control all Airport facilities, except space under lease or included as Exclusive Use Space, for common use by the Airlines in accordance with the Agreement. All gates and hold rooms, passenger circulation areas, baggage makeup areas, baggage claim areas, and Federal Inspection Services areas (FIS), at the Airport shall be operated on a common use basis; *provided, however*, that, subject to the provisions and conditions set forth in this schedule, certain gates may be Common Use Assigned Gates.

**Common Use Assigned Gates** – has the meaning ascribed in Section F.6 of this Schedule F.

#### **F.4 EXCLUSIVE USE SPACE ACCOMMODATION**

The purpose of this section is to specify the procedures for the reallocation or reassignment of Exclusive Use Space and/or termination of rights to Exclusive Use Space within the passenger terminal building.

Signatory Airlines shall have the right to install proprietary equipment in their respective Exclusive Use Space, in accordance with Section 3.3(b) of the Use Agreement.

##### **F.4.1 Consolidation of Operation**

- A. If the Lessee has an objective material operational need to improve the utilization of the terminal building or to implement a capital improvement and it reasonably determines that a Signatory Airline is under-utilizing its Exclusive Use Space and is able to consolidate such Signatory Airline's operation without sacrificing its operational integrity (or that of its Affiliates and Alliance Partners), the Lessee may, upon consultation with the Signatory Airline and after 60 days notice to the Airline, recapture a portion of the Exclusive Use Space and require the Signatory Airline to consolidate its operations into its remaining Exclusive Use Space; *provided however*, that the Signatory Airline shall have the right to dispute the basis for such recapture in accordance with Article 10 of this Agreement.
- B. For purposes of this Section F.4.1, under-utilization shall be reasonably determined by the Lessee, taking into account (i) the space utilization by all airlines at the Airport over the prior 365 days, (ii) the Signatory Airline's space requirements to accommodate normal operating procedures of the Signatory Airline (or its Affiliates and Alliance Partners), (iii) planned use by the Signatory Airline (or its Affiliates and Alliance Partners) for such premises in the next 365 days and normal seasonal variations, and (iv) any

- related labor agreement. The Lessee shall report its findings to the Signatory Airline and provide copies of all supporting documentation.
- C. Through notice to the Lessee, the Signatory Airline may request the Lessee to reconsider its determination of under-utilization within 30 days of receipt of the Lessee's notice to consolidate without prejudice to the Signatory Airline's rights under Article 10 of this Agreement. In such event, the Signatory Airline shall provide documentation to show future plans for service and other information requested by the Lessee. The Lessee shall make a reasonable determination which it believes best meets its goals for the Airport.
  - D. If the Lessee elects to proceed with the consolidation of space after such reconsideration, the Lessee shall give the Signatory Airline notice within 10 days of such decision, *provided* that the Signatory Airline is not exercising its dispute resolution rights in accordance with Article 10 of this Agreement.
  - E. If there is not an event of default with respect to the Signatory Airline as defined in Article 9 of this Agreement, the Lessee shall pay all reasonable costs (if any) associated with the relocation of the Signatory Airline's equipment, fixtures, furniture, signage, and shall reimburse the Signatory Airline for the original cost, net of depreciation to the date of reimbursement (the "undepreciated value"), of the Signatory Airline's improvements that cannot be relocated pursuant to the provisions of this Section; *provided* that in lieu of reimbursing the undepreciated value of the Signatory Airline's improvements, the Lessee may replace such improvements with like improvements in the consolidated space. If the Signatory Airline is in default pursuant to and has received notice in accordance with Article 9 of this Agreement, the Signatory Airline shall consolidate into its remaining Exclusive Use Space at its sole cost and expense provided that the Signatory Airline is not disputing the default in accordance with Article 10 of this Agreement.

#### **F.4.2 Relinquishment of Abandoned Exclusive Use Space**

- A. If the Lessee reasonably determines that a Signatory Airline has abandoned or constructively abandoned all or a portion of its Exclusive Use Space, the Lessee may, but is not obligated to, upon 30 days' notice to the Signatory Airline, delete from the Signatory Airline's Exclusive Use Space hereunder, such abandoned or constructively abandoned space; *provided* that the Signatory Airline is not disputing the abandonment in accordance with Article 10 of this Agreement. For purposes of this Section F.4.2, abandoned or

constructively abandoned space shall be reasonably determined by the Lessee taking into account planned use by the Signatory Airline for such premises in the following 365 days and normal seasonal variations. A Signatory Airline may request the Lessee to reconsider its determination of abandonment by giving notice to the Lessee without prejudice to the Signatory Airline's right under Article 10 of this Agreement. In such event, the Signatory Airline shall provide documentation to show future plans for service, events of *force majeure*, if any, and other information requested by the Lessee. The Lessee shall make the determination that it believes best meets its overall goals for the Airport.

#### **F.4.3 Reassignment of Exclusive Use Space**

A. In order to optimize the use of Airport facilities, the Lessee reserves the right to reassign any or all of a Signatory Airline's Exclusive Use Space after notice, preceded by a consultation period of no less than 60 days and provided that the Signatory Airline has not disputed such reassignment in accordance with Article 10 of this Agreement. Prior to the consultation period, the Lessee shall identify in writing in its initial notice to the Signatory Airline the proposed assigned new space which shall be reasonably comparable in size, quality, finish, and location. The Signatory Airline's payments under the Agreement for Exclusive Use Space shall not increase as a result of any relocation unless the Signatory Airline requests additional space. In making a reassignment determination, the Lessee shall take into consideration the best interest of the traveling public and the operations of the Airport, and will be guided by all pertinent factors, including:

- i. the Signatory Airline's (including Affiliates and Alliance Partners) historical and then-present space utilization over the prior 365 days;
- ii. the known planned use for such premises, and
- iii. the Signatory Airline's operational space adjacencies.

A Signatory Airline's relocation of any of its Exclusive Use Space resulting from such reassignment shall be at the Lessee's sole expense. The Signatory Airline shall be reimbursed for its reasonable out-of-pocket expenses incurred as part of the relocation and for the undepreciated value of its improvements that cannot be relocated; *provided* that in lieu of reimbursing the undepreciated value of Signatory Airline's improvements, the Lessee may replace such improvements with like improvements in the new space.

#### **F.4.4 Seasonal Exclusive Use Space**

Signatory Airlines may request the allocation of Exclusive Use Space on a seasonal basis. Such Seasonal Exclusive Use Space may be used for the same purposes and on the same terms as other Exclusive Use Space. The cost for such space is set forth in Article 4 of this Agreement. An allocation of Seasonal Exclusive Use Space must be for a minimum of 30 consecutive days and may not exceed a maximum of 120 consecutive days. The allocation of Seasonal Exclusive Use Space may not displace or unreasonably interfere with the allocation of Non-Seasonal Exclusive Use Space.

#### **F.5 COMMON USE SPACE**

The purpose of this section is to specify the procedures for the use of Common Use Space and facilities, excluding aircraft gates which are addressed in Sections F.6 and F.7. This space and facilities include: common use ticket offices, baggage makeup, baggage claim, FIS, and passenger circulation.

##### **F.5.1 Accommodation in Certain Lessee-Controlled Facilities**

- A. Subject to this Agreement and the Lease Agreement, the Lessee will retain under its control and possession certain facilities in the terminal building, excluding the facilities described and shown on Schedule G this Agreement. It is the intent of the Lessee to use, at its discretion but subject to the terms of this Schedule F, any of the Lessee-Controlled facilities to accommodate:
- i. airlines not requiring permanent facilities or airlines requesting temporary accommodation pending allocation of permanent facilities; and
  - ii. the needs of Signatory Airlines and Nonsignatory Airlines.

##### **F.5.2 Baggage Claim**

Common Use baggage claim usage will be allocated on a priority basis to Signatory Airlines with Common Use Assigned Gates within the landside terminal serving such gates. Usage of baggage claim devices will be provided whenever reasonably practicable as requested by the airline. At times, it will be necessary that baggage claim devices will be shared among the airlines, provided that the level of service is reasonable and no worse than Level of Service C, as defined by IATA, in accordance with the Operating Standards.

### **F.5.3 Baggage Makeup Space**

All ticket counters shall be connected to baggage makeup devices. Common Use baggage makeup devices will be allocated on a priority basis to Signatory Airlines with ticket counters associated with those baggage makeup devices. Baggage makeup devices will be provided whenever reasonably practicable as requested by the airline.

## **F.6 COMMON USE ASSIGNED GATES AND ACCOMMODATION**

This section provides the Lessee and airline scheduling and operating personnel guidance on the designation, accommodation, recapture, and reassignment of Common Use Assigned Gates. Common Use Assigned Gates shall mean those gates at the Airport that the Lessee designates as Common Use Assigned Gates for the priority use of a particular Airline in accordance with this Schedule F.

### **F.6.1 Lessee and Airline Gate Pools**

All gates at the Airport shall be Common Use Gates. However, the Lessee shall designate certain gates as Common Use Assigned Gates in accordance with the provisions herein at a Signatory Airline's request. Nonsignatory Airlines shall not be provided with Common Use Assigned Gates. All aircraft gates will be assigned to one of two "pools", the Lessee Pool and the Airline Pool. The Airline Pool will include all gates designated as Common Use Assigned Gates; the Lessee Pool will include the remainder. The number of gates in each pool may be adjusted from time to time in accordance with this Schedule F.

Airline is deemed to have requested and Lessee has agreed to the following initial designation of Common Use Assigned Gates to the Airline, as shown in Figure A.

Figure A  
**AIRLINE POOL – COMMON USE ASSIGNED GATES**

Gate Designation	Concourse	Airline
5	D	AA
6	D	AA
7	D	AA
8	D	AA
9	D	AA
11	D	OW
12	D	FL/WN
14	D	FL/WN
15	D	OW
16	D	FL/WN
17	D	OW

23	C	NK
34	B	UA/CO
36	B	UA/CO
37	B	US
38	B	US
39	B	DL
41	B	DL
A1	A	B6
A2	A	B6
A3	A	B6
A4	A	B6
A5	A	B6
A6	A	B6
A7	A	B6

Subject to the foregoing, the initial delineation of the two pools is also shown in Schedule G to this Agreement. The Airline Pool has 25 gates, including the Airline's Common Use Assigned Gates, and the Lessee Pool has the remaining 20 gates. The initial Lessee Pool is 44% of the total gate pool. The number of gates in the Lessee Pool may increase or decrease based on the designation of additional or recapture of Common Use Assigned Gates in accordance with Sections F.6.2 and F.6.4. In addition, the overall number of available gates may increase or decrease over the term of this agreement in the event of capital improvements to improve customer service or enhance operational efficiency consistent with the statement of intent articulated in Section F.2; provided that any decrease in the number of available gates or a material decrease in the number of ticket counters resulting from a capital improvement shall be considered a Modification subject to an Airline MII in accordance with Section 8.8 of this Agreement and provided further that the Lessee shall comply with the requirements regarding capital improvements set forth in Article 6 of this Agreement. If such capital improvement projects would affect the calculation of gate utilization ratios, then the Lessee shall submit a new proposed calculation of gate utilization ratios as part of the Airline MII approval process for the Modification.

For the purpose of this section, comparisons between the Airline Pool and Lessee Pool average gate utilization ratios will be for the specific type of gate. The gate types are: international and domestic. In addition, it is assumed that all international gates are capable of serving domestic operations, should the gates not be required for international operations. Template 1 provides a summary of calculations for gate utilization ratios.

## **F.6.2 Designation of Common Use Assigned Gates**

In addition to the initial designation of Common Use Assigned Gates under F.6.1, the Lessee shall grant a requesting Signatory Airline a Common Use Assigned Gate if the following conditions are met for the type of gate:

- A. The Lessee Pool average utilization is less than the Airline Pool average utilization with the requested gate(s) assumed to be in the Airline Pool, according to the calculation depicted in Template 1;
- B. The airline requesting a Common Use Assigned Gate would have a utilization ratio on the requested gate greater than the average utilization of the Lessee Pool for that type of gate; *provided, however*, that the airline requesting a Common Use Assigned Gate would have a utilization ratio for all of such airline's existing Common Use Assigned Gates, including the proposed additional Common Use Assigned Gate, at least equal to 4.0 departures per day, per Common Use Assigned Gate. The calculation of average departures would be weighted in accordance with Table B shown in Template 1.
- C. The airline requesting the Common Use Assigned Gate accepts that other airlines may use the Common Use Assigned Gates on occasion in conformance with the terms and conditions in Section F.6.3;
- D. The airline requesting the Common Use Assigned Gate is willing to incur the costs of modifying the gate and its equipment for its use.

The calculation of weighted average gate utilization shall be done on a historical basis, over a period of 365 days.

Gates eligible for designation as a Common Use Assigned Gate will be provided from the Lessee Pool of Gates. The Signatory Airline shall be obligated to permit the occasional use of any of its Common Use Assigned Gates by other airlines to accommodate non-routine irregular operations. These operations by other airlines will be included in the average utilization for the gate when calculating the airline's historical utilization ratio.

The Airline shall have the right to install proprietary equipment at its Common Use Assigned Gates. Prior to installing any proprietary equipment, the Airline shall consult with the Lessee to consider whether there would be any issues regarding interference or incompatibility with the Lessee's systems.



### **F.6.3 Procedures for Accommodation at Common Use Assigned Gates**

If there are no Common Use Gates of the type required available from the Lessee Pool, the Lessee may grant a requesting airline(s) the right to use in common all or a designated portion of a Signatory Airline's Common Use Assigned Gates and rights of ingress and egress subject to and in accordance with the following terms and conditions:

- A. The Lessee on behalf of the requesting airline shall make a request of all Signatory Airlines with Common Use Assigned Gates for accommodation. For regular or continuous operations, the request shall be made to the airline representatives on the Airline Management Committee. Signatory Airlines shall make reasonable efforts to accommodate such request and shall respond to the requesting airline and the Lessee within 15 days. In cases of irregular or one-time operations or emergencies, the Lessee may accommodate a requesting airline without advance notification, in accordance with the priorities established in Section F.7.
- B. For regular or continuous operations, if no Signatory Airline volunteers to accommodate the requesting airline's operational needs or requirements for Gate accommodation at reasonable and documented costs, the Lessee may, upon 30 days' notification to a Signatory Airline, grant the requesting airline the right of use in common with the Signatory Airline one or more of the Signatory Airline's Common Use Assigned Gates subject to the conditions contained herein. In making such a determination, the Lessee shall act reasonably and shall take into consideration the best interest of the traveling public and the operations of the Airport and the operational needs of the requesting airline, and will be guided by all pertinent factors, including:
  - i. Signatory Airline's and its Affiliates' and Alliance Partners' flight schedules and needs, including connecting flights, and the flight schedules and needs of the requesting airline;
  - ii. Signatory Airline's and its Affiliates' and Alliance Partners' combined historical and then present Gate utilization in the 365 days immediately prior to the request;
  - iii. The known planned use for such premises in the 365 days immediately after the request;
  - iv. The compatibility of such requesting airline's and its Affiliates' and Alliance Partners' proposed operations and work force, including ground-handling operations with the operations and work force of Signatory Airline and its Affiliates and Alliance Partners;

- v. The Lessee's obligations to promote competition, air service and access by new entrants and limited incumbents; and
- vi. The security of the Signatory Airline's and the requesting airline's operations.

The Lessee may request that planned uses and requirements of the requesting airline and the Signatory Airline be documented and submitted in writing to the Lessee, and that the Lessee treat such planned uses and requirements as confidential, proprietary information, to the extent allowable by law.

- C. The use of a Signatory Airline's Common Use Assigned Gates (and associated terminal apron parking positions, appurtenant equipment, and ancillary support space which are reasonably necessary for the effective use of such Gates) by a requesting airline shall be scheduled so as not to interfere with the Signatory Airline's scheduled arrivals and departures and servicing activities or those of any Affiliate or Alliance Partner. In accommodating the requesting airline at a Signatory Airline's Common Use Assigned Gates, the Lessee shall provide the use of the Gate for a turn (arrival and departure) by the requesting airline when there is at least a two hour window between the Signatory Airline's scheduled operations provided that the use of the Gate by the requesting airline is for an arrival not earlier than one hour after the Signatory Airline's next scheduled departure, and for a departure not later than one hour before the Signatory Airline's next scheduled arrival.
- D. A Signatory Airline and its Affiliates and Alliance Partners shall have priority over other users with respect to overnight parking on the Signatory Airline's assigned Common Use Assigned Gates, *provided* that the Signatory Airline and its Affiliates and Alliance Partners may be required to remove a parked aircraft from its Common Use Assigned Gate during regular hours of operations to accommodate use by others in accordance with the provisions of this section. Off-schedule operations of a Signatory Airline and its Affiliates and Alliance Partners at a Signatory Airline's Common Use Assigned Gates shall take precedence over the use by a requesting airline; *provided* that if a Signatory Airline's off-schedule operations interfere with the requesting airline's use of a Signatory Airline's Common Use Assigned Gates, the Signatory Airline shall work with, and shall make best efforts to accommodate, the requesting airline at another of the Signatory Airline's Common Use Assigned Gates, if any.
- E. A requesting airline has the right to make improvements and alterations necessitated by any long-term accommodation, the scope of which shall be

subject to approval by the Signatory Airline and the Lessee. Approval shall not be unreasonably withheld or delayed.

- F. Upon the termination of such use in common with a Signatory Airline, the requesting airline shall be responsible for returning all Gate and other facilities used by the requesting airline to the original condition, normal wear and tear excepted, unless the Signatory Airline and the Lessee release the requesting airline from this requirement.
- G. A requesting airline shall indemnify the Signatory Airline for any damages caused to any Signatory Airline property or third party claims arising from the requesting airline's use of the Gates.

#### **F.6.4 Recapture of Common Use Assigned Gates**

The Lessee may wish from time to time to recapture Common Use Assigned Gates which the Lessee believes may be necessary for the goal of operational efficiency. In addition, the Lessee may believe that some capital improvements are necessary for the overall operational efficiency of the terminal building which may cause the Lessee to want to recapture Common Use Assigned Gates. In each of the immediately preceding cases, and for the Lessee to recapture any Common Use Assigned Gates in any event, the following conditions must be present for the Lessee to expand the Lessee Pool of gates:

- A. The Lessee Pool average utilization for the type of gate required must be greater or equal to the Airline Pool average utilization with the proposed expanded Lessee Pool gate(s) assumed to be in the Lessee Pool, according to the calculation depicted in Template 1; and
- B. The Lessee requires the gate(s) to accommodate current or foreseeable needs; and
- C. The Lessee has notified the Airlines that it believes that the conditions set forth in A. and B. immediately above have been met and has had 15 days of good faith negotiations with the Airlines, after such notice, on alternative solutions to recapture, including:
  - i. Accommodation at Common Use Assigned Gates;
  - ii. Flight schedule modifications;
  - iii. Capital improvements.

And after consultation, the Lessee, in its sole discretion, determines that no reasonable or viable alternative exists to recapturing gates.

- D. As with the designation of Common Use Assigned Gates, the calculation in Template 1 shall be done on a historical basis, over a period of 365 days.
- E. The Lessee shall identify the gate(s) proposed for recapture by using the tests outlined in Template 1 applied to all Common Use Assigned Gates of each Signatory Airlines as a unit. If the test results in a "pass," for more than one Signatory Airline, the Lessee may propose to select an eligible gate(s) from the Signatory Airlines' Common Use Assigned Gates that resulted in a "pass" in inverse order of the applicable Signatory Airlines' utilization commencing with the Signatory Airlines with the lowest utilization to next Signatory Airline with the lowest utilization. Eligible gates within the applicable Signatory Airline's gates for recapture would include those gates with a utilization ratio less than that of the average utilization of the applicable Signatory Airline in inverse order of the utilization commencing with the gate with the lowest utilization to the next lowest utilization for the specific type of gate. In selecting from the eligible gates with equal utilization rates, if any, the Lessee may consider the following:
- i. The Signatory Airline's status with respect to default, in accordance with Article 9 of this Agreement and subject to the Signatory Airline's rights under Article 10 of this Agreement;
  - ii. The Signatory Airline's historical gate utilization including its Affiliates and Alliance Partners in the 365 days immediately prior to the proposed recapture;
  - iii. The Signatory Airline's operational space adjacencies;
  - iv. Specialized fixtures required for the Signatory Airline's operations;
  - v. The proximity of the gate relative to the Lessee's Pool of gates; and
  - vi. The compatibility of any proposed operations and work force with the operations and work force of the Signatory Airline and its Affiliates and Alliance Partners.
- F. The Lessee shall provide the Signatory Airline whose gate(s) it proposes to recapture with a cure period of 30 days (unless the Airline waives its right to the cure period) after notice to such Signatory Airline during which time the Signatory Airline may alter their schedule to maintain their Common Use Assigned Gate(s). At the end of the cure period, the Lessee shall recalculate the utilization ratios to determine if the Signatory Airline's gate meets the

recapture requirements and shall notify the Signatory Airline of such recalculation and if the gate is subject to recapture, provide reasonable advance notice to the Signatory Airline of the date for recapture.

- A. If any such recapture occurs, the Signatory Airline shall be accommodated at one or more of the Lessee Pool gates without disruption to flight schedules, including priority consideration at the gate(s) recaptured. The Signatory Airline's costs shall not increase as a result of any recapture of Common Use Assigned Gates. A Signatory Airline's relocation of any of its proprietary equipment resulting from such reassignment shall be at the Lessee's sole expense. A Signatory Airline shall be reimbursed by the Lessee for its reasonable out-of-pocket expenses incurred as part of the relocation and for the undepreciated value of its improvements that cannot be relocated or if the Signatory Airline makes improvements in the new space, the reasonable costs of such improvements minus the undepreciated value of its improvements that cannot be relocated; *provided* that in lieu of reimbursing the undepreciated value of Signatory Airline's improvements, the Lessee may replace such improvements with like improvements in the new space.

#### **F.6.5 Reassignment of Common Use Assigned Gates**

This provision provides for the potential reassignment from one Common Use Assigned Gate to another at either the Airline's request or the Lessee's request.

In order to optimize the use of Airport facilities, the Lessee may propose to reassign any or all of a Signatory Airline's Common Use Assigned Gates after notice preceded by a consultation period of no less than 60 days. The Signatory Airline may in its sole discretion reject the reassignment proposal by the Lessee. Prior to the consultation period, the Lessee shall identify in writing in its initial notice to the Signatory Airline the proposed assigned new space which shall be reasonably comparable in size, quality, finish, and location and which must have the same capability to handle aircraft types as the existing space. In making a reassignment determination, the Lessee shall take into consideration the best interest of the traveling public and the operations of the Airport, and will be guided by all pertinent factors, excluding the optimization of non-aeronautical revenue, including:

- i. the Signatory Airline's (including Affiliates and Alliance Partners) historical and then present space utilization in the 365 days immediately prior to such notice;
- ii. the known planned use for such premises, and
- iii. the Signatory Airline's operational space adjacencies.

Signatory Airline's relocation of any of its Common Use Assigned Gates resulting from such reassignment shall be at the Lessee's sole expense. The Signatory Airline shall be reimbursed for its reasonable out-of-pocket expenses incurred as part of the relocation and for the undepreciated value of its improvements that cannot be relocated or if the Signatory Airline makes improvements in the new space, the reasonable costs of such improvements minus the undepreciated value of its improvements that cannot be relocated; *provided* that in lieu of reimbursing the undepreciated value of Signatory Airline's improvements, the Lessee may replace such improvements with like improvements in the new space.

Conversely, a Signatory Airline may request to move from their Common Use Assigned Gates to available gates in the Lessee Pool without reclassification of its Common Use Assigned Gates. If the Lessee agrees to the request, the Signatory Airline shall be responsible for the cost of said move.

## **F.7 COMMON USE GATES AND ACCOMMODATION**

This section provides the Lessee and airline scheduling and operating personnel guidance on advance scheduling of flights at Common Use Gates and day-to-day assignment of flights to Common Use Gates, which may differ from those gates originally scheduled.

### **F.7.1 Operating Philosophy**

All gates are to be operated on a common use basis, including those designated as Common Use Assigned Gates. The Lessee shall have the responsibility of assigning operations to all gates, including Common Use Assigned Gates, in accordance with the provisions and protocols within this document. Scheduling protocols and procedures shall provide for:

- Optimal use of terminal gates and related facilities;
- Equitable airline access;
- Reasonable airline operating certainty, including providing the Signatory Airlines with predictability and stability regarding the use of aircraft gates at the Airport;
- Opportunities for addition of flights by incumbent and new entrant airlines;
- Maximum use of international capable gates for international arrivals; and
- Safe operating practices.

In addition, Signatory and Nonsignatory Airlines shall have the right to install proprietary equipment at a Common Use Gate for their operations, subject to approval of the Lessee. The Lessee shall not unreasonably withhold approval. However, the Lessee may require that the airline remove such equipment at the sole expense of the airline should the Common Use Gate be reassigned as a Common Use Assigned Gate.

### **F.7.2 Responsibilities**

The following responsibilities must be reasonably fulfilled for these gate scheduling procedures to be applied consistent with their intent. Airlines are responsible for:

- Participating in gate committee discussions of gate allocation issues at regularly scheduled meetings of the Airline Management Committee established under Section 3.13 of this Agreement;
- Providing timely and accurate flight and gate occupancy schedules in accordance with Template 2 (attached herein);
- Notifying promptly the Lessee of off-schedule flights;
- Complying with Lessee's gate assignments; and
- Discussing any concerns regarding application of these gate scheduling procedures with the Lessee.

The Lessee is responsible for:

- Leading discussions of gate allocation issues at regularly scheduled meetings of the Airline Management Committee established under Section 3.13 of this Agreement;
- Coordinating airline requests;
- Developing gate schedules and making assignments in accordance with these gate scheduling procedures;
- Providing clear and timely gate occupancy schedules to airlines;
- Making day-to-day gate assignments.

### **F.7.3 General Gate Assignment Considerations**

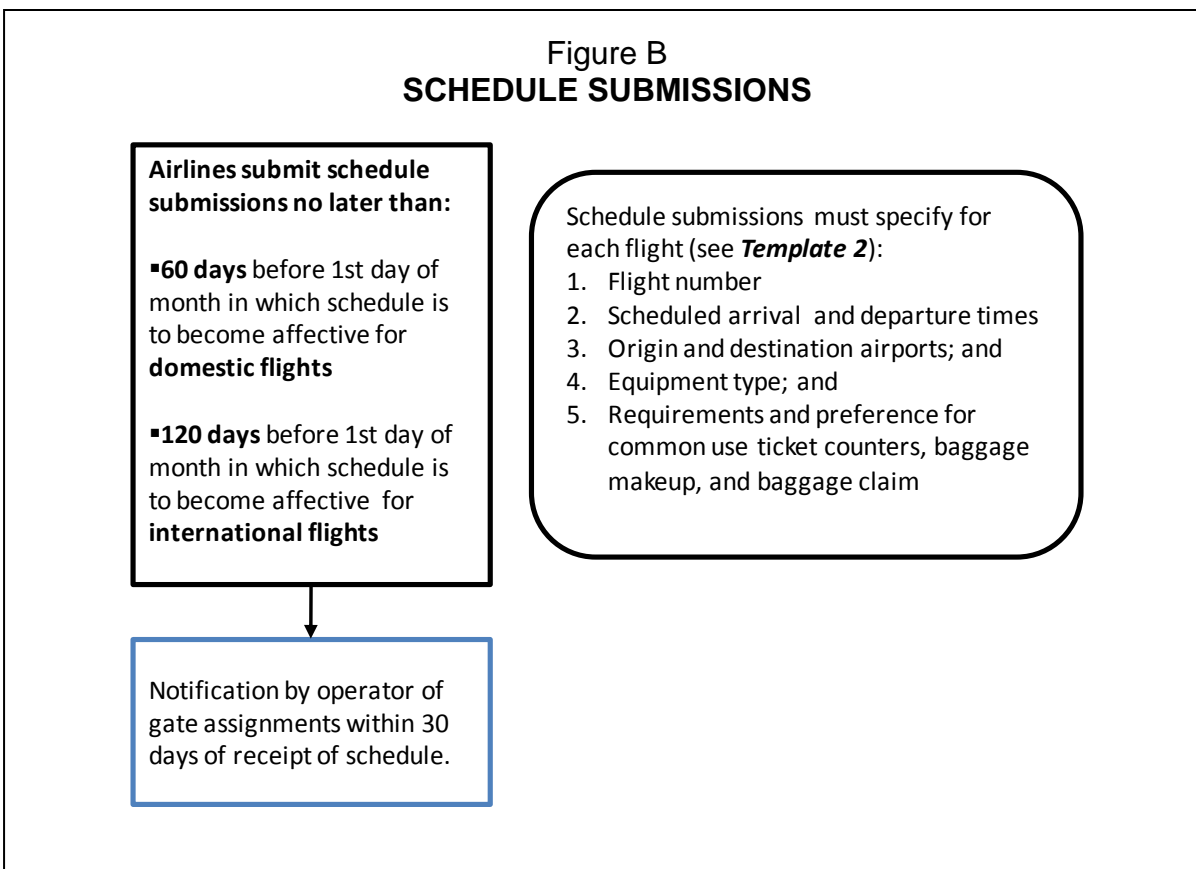
The Lessee shall consider the following when making gate assignments:

- A. Physical capabilities of the gate and related facilities;
- B. Airlines preferences and requests for specific gates;

- C. Limiting to the extent practical, the distance between gates used by the same airline and its Affiliates and Alliance Partners; and
- D. Historical operating arrangements and continuity in operations.

**F.7.4. Gate Scheduling Protocol**

- A. Airlines must submit their flight schedules to the Lessee in accordance with the specifications outlined in Figure B, including notification 60 days in advance of the schedule for domestic flights and 120 days in advance for international flights. Template 2 attached to this document specifies the format in which the submissions must be made.





- B. Scheduled flights requiring extended time-on-gate will be scheduled as a last priority and may be displaced by flights operating within these time-on-gate parameters shown in Figure C.

**Figure C**  
**TIME ON GATE PRIORITIES**

Aircraft gauge	Time on gate (minutes)						Schedule separation	
	Domestic origin <i>and</i> destination			International origin <i>or</i> destination			Flights of Same Airline (a)	Flights of Different Airline
	Departing flights	Arriving flights	Turns	Departing flights	Arriving flights	Turns		
Up to 199 seats	45	45	60	45	60	90	20	30
200 or more seats	60	60	90	60	60	120	20	30

Notes:  
(a) Also includes flights serviced by the same ground handling company.

- C. An aircraft with the first scheduled morning departure from a gate will be scheduled to position at the gate following the last terminating flight the preceding day and the last terminating flight will be scheduled to clear the gate in accordance with the maximum gate occupancy periods for terminating flights specified in Figure C.

- D. In the event that an insufficient number of Common Use gates exists to accommodate scheduled flights, the following steps will be taken:

- i. The Lessee will consult with involved airlines to seek flight schedule changes to resolve the situation, including accommodation at a Common Use Assigned Gate, in accordance with provisions in Section F.6.3;
- ii. If the consultation fails to produce a solution, the Lessee will make reasonable accommodations of airline schedules, which could require airlines to ramp hold at times (subject to adequate ramp hold positions being available) while they wait for the next available gate. In determining the airline that may use the next available gate, the Lessee will consider scheduled arrival times, airline performance in meeting

scheduled arrival times vs. actual arrival times, airline signatory status, aircraft size, international or domestic origination, and other relevant factors as appropriate.

- iii. To the extent a situation results where the Lessee cannot reasonably accommodate airline schedules and conflicts cannot be resolved, the Lessee will first give preference to Signatory Airlines, then will give preference to other factors, including scheduled arrival times, actual arrival times, equipment size and international or domestic origination. If, after taking into account the preceding factors, an aircraft cannot be accommodated at a gate, such aircraft will be accommodated at a remote position, as available.

#### **F.7.5 Gate Assignment Protocol for Off-Schedule or Non-Scheduled Flights**

- A. Flights shall be assigned to specific gates as scheduled unless the accommodation of such flights is not reasonably practicable due to off-schedule operations, nonfunctional facilities or other operational constraints.
- B. Non-scheduled operations will be gated on a space-available basis in accordance with the same priorities outlined in the preceding Section F.7.4 for international and domestic originating flights.
- C. Off-schedule flights shall be reported by airlines to the Lessee at the earliest opportunity.
- D. An off-schedule departing flight that is reasonably expected by the Lessee to clear a gate such that it would cause less than a 10-minute delay on the next scheduled arriving flight will be gated where scheduled, or if available, accommodated at an open gate convenient for that flight. If the delay is expected to be greater than 10 minutes, the arriving flight generally will be gated elsewhere.
- E. The Lessee shall seek to provide capacity in reserve to accommodate off-schedule operations.
- F. The assignment decisions of the Lessee shall be binding.
- G. Signatory Airline representatives and airline station managers shall have the right to discuss concerns regarding assignments with the Lessee
- H. Airlines shall have the right to install proprietary equipment on Common Use Gates with the Lessee's approval.

Template 1  
**HYPOTHETICAL DEDICATED GATE RECAPTURE CALCULATION**

**PART 1 - WEIGHTED GATE USAGE for average departures over six months**  
**Gates**

Gate	Capability	Airline/ Lessee	Airlines at Gate	Average Period							Total	# Gates	Average
				Sun	Mon	Tue	Wed	Thu	Fri	Sat			
1	International	Lessee	Commuter	13.31	14.44	14.15	13.90	14.38	14.50	14.81	99.49	1.00	14.21
2	International	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
3	International	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
4	International	Lessee	BA, IB	1.00	1.00	1.00	-	-	1.00	1.00	5.00	1.00	0.71
5	International	Lessee	AA	3.30	3.20	3.16	3.16	3.15	3.20	3.30	22.47	1.00	3.21
6	International	Lessee	AA	3.30	3.20	3.16	3.16	3.15	3.20	3.30	22.47	1.00	3.21
7	International	Airline	AA	3.30	3.20	3.16	3.16	3.15	3.20	3.30	22.47	1.00	3.21
8	International	Airline	AA	3.30	3.20	3.16	3.16	3.15	3.20	3.30	22.47	1.00	3.21
9	International	Airline	AA	3.30	3.20	3.16	3.16	3.15	3.20	3.30	22.47	1.00	3.21
11	International	Airline	OW	3.67	3.83	3.70	3.60	3.75	3.83	3.92	26.30	1.00	3.76
12	International	Airline	FL/WN	2.75	2.50	2.47	2.47	2.58	2.67	2.58	18.02	1.00	2.57
14	International	Airline	FL/WN	2.75	2.50	2.47	2.47	2.58	2.67	2.58	18.02	1.00	2.57
15	International	Airline	OW	3.67	3.83	3.70	3.60	3.75	3.83	3.92	26.30	1.00	3.76
16	International	Airline	FL/WN	2.75	2.50	2.47	2.47	2.58	2.67	2.58	18.02	1.00	2.57
17	International	Airline	OW	3.67	3.83	3.70	3.60	3.75	3.83	3.92	26.30	1.00	3.76
18	International	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
19	International	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
20	International	Lessee	CM	2.00	2.00	2.00	2.00	2.00	2.00	2.00	14.00	1.00	2.00
22	International	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
23	International	Airline	NK	3.00	3.00	3.00	3.00	3.00	3.00	3.00	21.00	1.00	3.00
24	International	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
25	International	Lessee	-	-	-	-	-	-	-	-	-	1.00	-

## Template 1

**HYPOTHETICAL DEDICATED GATE RECAPTURE CALCULATION** (continued)

Gate	Capability	Airline/ Lessee	Airlines at Gate	Average Period							Total	# Gates	Average
				Sun	Mon	Tue	Wed	Thu	Fri	Sat			
26	International	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
27	International	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
28	International	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
29	International	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
31A	Domestic	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
31B	Domestic	Lessee	LI, BB, TJ	4.00	3.25	3.00	3.00	3.50	3.50	4.00	24.25	1.00	3.46
32	Domestic	Lessee	AC, WS, 7I	2.50	-	1.00	-	-	1.00	1.50	6.00	1.00	0.86
33	Domestic	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
34	Domestic	Airline	UA, CO	2.00	1.50	1.50	1.50	1.50	1.50	2.38	11.88	1.00	1.70
35	Domestic	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
36	Domestic	Airline	UA, CO	2.00	1.50	1.50	1.50	1.50	1.50	2.38	11.88	1.00	1.70
37	Domestic	Airline	US	4.00	3.00	2.70	2.70	2.38	2.63	3.13	20.53	1.00	2.93
38	Domestic	Airline	US	4.00	3.00	2.70	2.70	2.38	2.63	3.13	20.53	1.00	2.93
39	Domestic	Airline	DL	2.38	2.00	2.00	1.90	2.00	2.00	2.38	14.65	1.00	2.09
40	Domestic	Lessee	-	-	-	-	-	-	-	-	-	1.00	-
41	Domestic	Airline	DL	2.38	2.00	2.00	1.90	2.00	2.00	2.38	14.65	1.00	2.09
A1	Domestic	Airline	B6	2.96	2.96	2.76	2.69	2.86	2.93	2.96	20.12	1.00	2.87
A2	Domestic	Airline	B6	2.96	2.96	2.76	2.69	2.86	2.93	2.96	20.12	1.00	2.87
A3	Domestic	Airline	B6	2.96	2.96	2.76	2.69	2.86	2.93	2.96	20.12	1.00	2.87
A4	Domestic	Airline	B6	2.96	2.96	2.76	2.69	2.86	2.93	2.96	20.12	1.00	2.87
A5	Domestic	Airline	B6	2.96	2.96	2.76	2.69	2.86	2.93	2.96	20.12	1.00	2.87
A6(48)	Domestic	Airline	B6	2.96	2.96	2.76	2.69	2.86	2.93	2.96	20.12	1.00	2.87
A7 (46)	Domestic	Airline	B6	2.96	2.96	2.76	2.69	2.86	2.93	2.96	20.12	1.00	2.87
<b>TOTAL WEIGHTED GATE USAGE</b>				99.06	92.44	90.15	86.90	89.38	93.25	98.81	649.99	45.00	2.06

## Template 1

**HYPOTHETICAL DEDICATED GATE RECAPTURE CALCULATION** *(continued)***PART 2 – UTILIZATION BY GATE CAPABILITY AND TYPE RECAPTURE TESTS**

Gates	Domestic / International	Average Period							Total	# Gates	Average
		Sun	Mon	Tue	Wed	Thu	Fri	Sat			
Airline											
	Domestic	16.75	13.00	12.40	12.20	11.75	12.25	15.75	94.10	6	2.24
	International	59.50	58.75	56.60	55.80	57.75	59.00	59.75	407.15	19	3.06
		76.25	71.75	69.00	68.00	69.50	71.25	75.50	501.25	25	2.86
	Airline average	3.05	2.87	2.76	2.72	2.78	2.85	3.02			
Lessee											
	Domestic	19.81	17.69	18.15	16.90	17.88	19.00	20.31	129.74	6	3.09
	International	3.00	3.00	3.00	2.00	2.00	3.00	3.00	19.00	14	0.19
		22.81	20.69	21.15	18.90	19.88	22.00	23.31	148.74	20	1.06
	Lessee average	1.14	1.03	1.06	0.95	0.99	1.10	1.17			
Lessee less airline											
	Domestic	3.06	4.69	5.75	4.70	6.13	6.75	4.56	35.64		0.85
	International	(56.50)	(55.75)	(53.60)	(53.80)	(55.75)	(56.00)	(56.75)	(388.15)		(2.87) <b>(a)</b>
		(53.44)	(51.06)	(47.85)	(49.10)	(49.63)	(49.25)	(52.19)	(352.51)		(2.02) <b>(b)</b>

**(a) To recapture an international gate ratio must be  $\geq 0.0$**

**(b) To recapture a domestic gate ratio must be  $\geq 0.0$**

SAMPLE

Template 1  
**HYPOTHETICAL DEDICATED GATE RECAPTURE CALCULATION** *(continued)*

**PART 3 – ASSUMPTIONS TABLES**

Table A  
**GATE POOL ASSUMPTIONS FOR TEMPLATE 1 CALCULATION**

Airline Pool			Lessee Pool	
Gate Designation	Concourse	Airline	Gate Designation	Concourse
5	D	AA	1	E
6	D	AA	2	D
7	D	AA	3	D
8	D	AA	4	D
9	D	AA	18	D
11	D	OW	19	D
12	D	FL/WN	20	C
14	D	FL/WN	22	C
15	D	OW	24	C
16	D	FL/WN	25	C
17	D	OW	26	C
23	C	NK	27	C
34	B	UA/CO	28	C
36	B	UA/CO	29	C
37	B	US	31A	B
38	B	US	31B	B
39	B	DL	32	B
41	B	DL	33	B
A1	A	B6	35	B
A2	A	B6	40	B
A3	A	B6		
A4	A	B6		
A5	A	B6		
A6	A	B6		
A7	A	B6		
<b>TOTALS</b>				
Airline pool gates			25	
Lessee pool gates			20	
Total gates			45	

Template 1

**HYPOTHETICAL DEDICATED GATE RECAPTURE CALCULATION** *(continued)*

Table B

**OPERATIONAL WEIGHTING ASSUMPTIONS FOR TEMPLATE 1 CALCULATION**

<u>Range of seats</u>	<u>Weighting</u>	<u>Typical aircraft</u>
Greater than or equal to 100	1.0	B737, A320
Between 99 and 40	0.5	AT7, DH3,
Less than 40	0.25	DHT, CNA



Template 2  
**REQUIRED SCHEDULE SUBMISSION FORMAT**

Flight number	Origin	Dest	Equip type	Dom / Int'l	Scheduled arrival/departure times							Preferences			Explanatory notes
					Sun	Mon	Tue	Wed	Thu	Fri	Sat	Gate	Bag Claims	Ticket ctrs	
Flight001	YYY	SJU	A321	D	15:00	15:00	15:00	15:00	15:00	15:00	15:00	X1	X1	X, Y, Z	X, Y, Z
Flight002	SJU	YYY	A321	D	15:30	15:30	15:30	15:30	15:30	15:30	15:30	X1	X1	X, Y, Z	X, Y, Z
Flight003	YYY	SJU	B737	D	22:00	22:00	22:00	22:00	22:00	22:00	22:00	X2	X1	X, Y, Z	X, Y, Z
Flight004	SJU	YYY	B777	I	13:00	13:00	13:00	13:00	13:00	13:00	13:00	X5	X1	X, Y, Z	X, Y, Z
Flight005	YYY	SJU	B777	I	14:30	14:30	14:30	14:30	14:30	14:30	14:30	X5	X1	X, Y, Z	X, Y, Z
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Template 2  
**REQUIRED SCHEDULE SUBMISSION FORMAT**

Flight number	Origin	Dest	Equip type	Dom / Int'l	Scheduled arrival/departure times							Preferences			Explanatory notes
					Sun	Mon	Tue	Wed	Thu	Fri	Sat	Gate	Bag Claims	Ticket ctrs	
Flight001	YYY	SJU	A321	D	15:00	15:00	15:00	15:00	15:00	15:00	15:00	X1	X1	X, Y, Z	X, Y, Z
Flight002	SJU	YYY	A321	D	15:30	15:30	15:30	15:30	15:30	15:30	15:30	X1	X1	X, Y, Z	X, Y, Z
Flight003	YYY	SJU	B737	D	22:00	22:00	22:00	22:00	22:00	22:00	22:00	X2	X1	X, Y, Z	X, Y, Z
Flight004	SJU	YYY	B777	I	13:00	13:00	13:00	13:00	13:00	13:00	13:00	X5	X1	X, Y, Z	X, Y, Z
Flight005	YYY	SJU	B777	I	14:30	14:30	14:30	14:30	14:30	14:30	14:30	X5	X1	X, Y, Z	X, Y, Z
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