

NONPARTICIPATING AIRLINE AIRPORT USE PERMIT

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

This Nonparticipating Airline Airport Use Permit ("Permit"), is an agreement made this ____ day of _____, 2023, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida, with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 ("Authority"), and **1263343 ALBERTA INC.**, a Canadian corporation, maintaining offices at 3215 - 12 Street NE, Calgary, AB T2E-7S9, Canada ("Carrier").

Background

Southwest Florida International Airport, in Lee County, Florida (the "Airport") is owned by Lee County, a political subdivision of the State of Florida. Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-014, Lee County has vested the Lee County Port Authority with the power to operate the Airport, and to lease premises and facilities on the Airport and to grant related rights and privileges. In entering this agreement, the Lee County Port Authority is acting as agent for Lee County.

Carrier desires to operate passenger airline service at the Airport and to use certain of the Authority's facilities in conjunction with its operations, such as gate parking positions, jet bridges, gate areas, passenger holdroom areas, and baggage claim areas.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby agree as follows:

ARTICLE 1

GRANT OF PRIVILEGE TO USE AIRPORT TERMINAL AND FACILITIES

The Authority hereby grants Carrier permission to use the aircraft ramp space, equipment,

and terminal operating facilities that may be assigned to Carrier by the Authority, for the operation of aircraft owned or leased by the Carrier, and related passenger services, at the Airport. Any facilities that become assigned to Carrier by the Authority are referred to below as the "Authority Facilities" or "Facilities."

Carrier shall not provide ground services, or any other services, to any other airline, unless Carrier first secures a Ground Service Permit Agreement or other written agreement from the Authority allowing such work.

ARTICLE 2

TERM

This Permit shall be effective beginning on December 1, 2023, or the date Carrier first operates at the Airport, whichever occurs first, and shall continue until terminated, at any time, by either party giving at least thirty (30) days prior written notice to the other.

ARTICLE 3

FEES AND CHARGES

Section 3.1 General. In consideration of the privilege of using the Airport and its Facilities, Carrier agrees to pay fees and charges to the Authority as follows:

- (1) Landing Fees, based on the standard landing weight of each aircraft (as set forth in Exhibit B hereto, or as otherwise established by the Authority), at the rate then in effect, as established by the Authority effective each October 1, or as may be changed by the Authority at any time upon thirty (30) days written notice; plus
- (2) Terminal Use Fees, in accordance with the rates set forth on Exhibit B attached hereto, as may be changed by the Authority at any time upon thirty (30) days written notice;
- (3) Equipment Use Charges, in accordance with the rates set forth on Exhibit C attached hereto, as may be changed by the Authority at any time upon thirty (30) days written notice;
- (4) Aircraft Parking Fees, at the rates set forth in Exhibit C; plus

- (5) Metered Charges, to the extent any utilities utilized by Carrier are separately metered; plus
- (6) Miscellaneous Charges, meaning:
 - (a) such reasonable and nondiscriminatory fees and charges that may be established by Authority for any other services or facilities that are requested by Carrier and provided by the Authority; and
 - (b) Carrier's pro rata share of the Authority's costs in providing any additional services or facilities the Authority may be required by any governmental entity having jurisdiction over the Airport (except the Authority acting in its proprietary role) to provide to Carrier.

The Authority may change any of the fees and charges set forth in this Section 3.1, including but not limited to the rates on Exhibits B and C, at any time upon thirty (30) days advance written notice to Carrier.

Section 3.2 Information to be Supplied by Carrier. Not later than the tenth (10th) calendar day following the end of each calendar month, Carrier shall file with the Authority written reports in the form attached hereto as Exhibit D, or on such other forms as may be provided by the Authority from time-to-time, for activity conducted by Carrier at the Airport during said month. The reports shall include such statistical data on Carrier's activities at the Airport as the Authority reasonably may request.

Section 3.3 Payment. Based on such reports, or the Authority's landing records, the Authority will issue monthly invoices to Carrier and Carrier will pay such invoices within 30 days from the date of each such invoice. In the event Carrier fails to provide any required written report within the time specified herein, or if the data set forth on said written report submitted to the Authority appears to be inaccurate, the Authority may, based on previous reports or other information available to the Authority, estimate Carrier's activity for the previous month and

issue invoices based thereon. Carrier shall be liable to the Authority for any deficiencies in payments based upon such estimates. If such estimates result in an overpayment by Carrier, the Authority shall remit, or, at Authority's option, credit such overpayment to Carrier. Carrier shall make all payments to the Authority, without any set off or deduction, to: Lee County Port Authority, Finance Department, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913. The acceptance of payment by the Authority from Carrier shall not preclude the Authority from verifying the accuracy of Carrier's reports on which Carrier's rentals, fees, and charges are based as provided in this Article and shall not be deemed a waiver of interest due, if any.

Section 3.4 Interest. Amounts due from Carrier to Authority under this Permit and not paid by the invoice due date shall accrue interest at the rate of fifteen percent (15%) per year.

Section 3.5 Auditing. The Authority or its duly authorized representative(s) may examine Carrier's operational books and records relating to determining amounts payable under this agreement (for example, the numbers and types of aircraft Carrier operated at the airport during the period in question), during all reasonable business hours, in Carrier's offices or such other place as mutually agreed to between Carrier and the Authority. Upon the Authority's written request for examination of such books, and records Carrier shall produce such items in Lee County, Florida, within fifteen (15) business days or pay all reasonable expenses, including but not limited to transportation, food, and lodging for the Authority's Internal Auditor or his representative(s) to audit said books and records outside Lee County.

The cost of said audit, with the exception of the aforementioned transportation, food, and lodging expenses, shall be borne by the Authority; provided however, that the full cost of said

audit shall be borne by Carrier if either or both of the following conditions exist:

- (1) The audit reveals an underpayment of more than five percent (5%) of the fees and charges which are based on monthly activity, due hereunder, as determined by said audit;
- (2) Carrier has failed to maintain true and complete books, records, and supportive source documents in accordance with Section 3.5 herein above.

Any underpayment of amounts due the Authority disclosed as a result of said audit, including interest computed from the original due date of each such amount due shall be paid to the Authority within thirty (30) consecutive calendar days of the date of the Authority's invoicing therefore. Such payment by Carrier shall not abrogate Carrier's right to contest the validity of said underpayments. Any valid overpayments made by Carrier shall be promptly remitted, or, at the Authority's option, credited to Carrier.

ARTICLE 4 **PERMIT IS NONTRANSFERABLE**

This permit agreement is totally nontransferable and Carrier cannot assign this permit agreement or any rights granted to Carrier hereunder.

ARTICLE 5 **SIGNAGE**

Carrier may not install any sign without prior written approval by the Authority, which may be withheld for any reason, or may be conditioned on Carrier:

- (i) submitting to the Authority, for the Authority's approval, complete plans and specifications for the proposed work, utilizing the procedures set out in the "Leasehold Development Standards";
- (ii) obtaining and pay for all permits and approvals required, and pay any applicable impact fees or other development fees;
- (iii) providing the Authority with proof of insurance of the types and in the amounts set forth below;

- (iv) executing, delivering to the Authority, and recording in the public records of Lee County, separate payment and performance bonds which comply with the requirements of Florida Statutes Section 255.05(1)(a) and are satisfactory to the Authority, in at least the full amount of the contract price for completing the work; and
- (v) obtaining from the Authority written approval of the design plans and specifications and a written Notice to Proceed. The Authority reserves the right to require Carrier to resubmit designs and plans until acceptable to the Authority. Any requirement of such resubmittal will state the reason(s) the plans were unacceptable and, where applicable, the changes requested by the Authority.

ARTICLE 6

MAINTENANCE

Section 6.1 Maintenance. Carrier shall promptly repair any and all damages to the Facilities caused by its employees, agents, guests, or invitees, ordinary wear and tear and causes beyond the reasonable control of Carrier only excepted.

Section 6.2 Spills. Carrier, or responsible contractor of Carrier, shall immediately notify the Authority in the event of fuel or chemical spills where there is a possible impact on the environment, and Carrier shall be responsible and liable for any damage or expense to the Authority caused by such fuel or chemical spill.

ARTICLE 7

PERFORMANCE GUARANTEE

Carrier will provide the Authority, prior to commencement of operations hereunder, a security deposit in the amount of \$110,000.00, in the form of cash or an irrevocable letter of credit. If said security is provided in the form of an irrevocable letter of credit, the letter shall be issued and drawn on an American bank or trust company, be acceptable to the Authority in form and content, permit partial drawings, and automatically renew each year until the termination or expiration of this agreement. If such letter of credit is not renewed, Carrier shall deliver a

replacement letter of credit to the Authority at least thirty (30) days before expiration of the current letter of credit; failure to do so will constitute a breach and entitle the Authority to present the letter of credit for payment.

In lieu of cash or a letter of credit, the Authority may accept, at its sole option, a performance bond which is a binding guaranty, to secure the faithful performance by Carrier of Carrier's obligations under this agreement, in form and substance acceptable to the Authority, in the amount stated above, duly issued by a surety company which is acceptable to the Authority, pursuant to which the surety company agrees to pay the Authority any amount up to the sum stated above, within twenty-four (24) hours after delivery to the said surety of the Authority's signed statement that such funds are payable to the Authority because of Carrier's default under the terms and conditions of this agreement. Such guaranty shall be in full force and effect during the term of this agreement, provided that if initially issued for a lesser term, Carrier shall deliver a renewal certificate or replacement guaranty (similar in all respects to the initial guaranty) to the Authority at least thirty (30) days before expiration of the current guaranty; failure to do so will constitute a breach and entitle the Authority to collect under the existing guaranty.

After the first year of the term of this Permit, the Authority may increase or decrease the amount of the security required based on an assessment of loss exposure to the Authority and the Carrier's performance of its obligations under this Permit. If Carrier defaults on any duty under this agreement, the Authority may apply the amounts posted, or recovered from said surety, to damages sustained.

In lieu of providing the performance guarantee required by this Article 7, Carrier may either:

- (a) prepay fees in advance of each actual operation at the Airport by making payment to the Authority's Finance Department, in advance, of such amount as said Finance Department may estimate will at least equal the amount of fees to be incurred by Carrier (the Authority will reconcile such amounts, based on actual operations, and any amount overpaid by Carrier shall be duly returned); or
- (b) be designated as an "Affiliate" pursuant to, and by an airline which is a party to, an "Airline-Airport Use and Lease Agreement" with the Authority, provided such airline agrees to serve as financial guarantor for all rentals, fees, and charges incurred by Carrier at the Airport.

ARTICLE 8

RELEASE, HOLD HARMLESS, INDEMNIFICATION

Carrier agrees to release, indemnify, and hold harmless the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever, to any person or property in connection with the use of the Airport by Carrier, its contractors, employees, and agents, and for any and all fines or penalties imposed by any governmental agency (including, but not limited to, the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA") as a result of the failure of Carrier or its contractors, agents or employees to abide by or comply with any statute, ordinance, rule, regulation, or other requirement (including but not limited to breaches of the Airport's security) except to the extent that such injury, loss, damage, fine, or penalty is caused by the willful misconduct or negligence of the Authority or Lee County, its directors, officers, employees, agents, or contractors.

ARTICLE 9

INSURANCE

Carrier shall, at all times during the duration of this Permit, commencing with the first day thereof, and for thirty (30) days after the termination of this Permit, have and maintain in full force and effect the following insurance coverages:

- (1) Workers' Compensation insurance in such amounts as may be required by the Florida "Workers' Compensation Law" law, and Employers' Liability insurance with coverage limits of at least \$500,000. A waiver of subrogation, in favor of Authority, is required for this coverage.
- (2) Comprehensive Airline Hull and Liability insurance as follows:
 - (a) For aircraft in excess of 20,000 pounds Maximum Gross Landing Weight (MGLW):

Comprehensive Airline Hull and Liability insurance with limits of not less than \$300,000,000 (\$25,000,000 for personal injury to non-passengers) combined single limit per occurrence, including, but not limited to, aircraft liability and passenger legal liability. Such insurance shall include an endorsement for contractual liability.
 - (b) For aircraft in excess of 15,000 pounds but not more than 20,000 pounds Maximum Gross Landing Weight (MGLW):

Comprehensive Airline Hull and Liability insurance with limits of not less than \$200,000,000 (\$10,000,000 for personal injury to non-passengers) combined single limit per occurrence, including, but not limited to, aircraft liability and passenger legal liability. Such insurance shall include an endorsement for contractual liability.
 - (c) For aircraft 15,000 pounds or less Maximum Gross Landing Weight (MGLW):

Comprehensive Airline Hull and Liability insurance with limits of not less than \$5,000,000 (including \$5,000,000 for personal injury to non-passengers) combined single limit per occurrence, including, but not limited to, aircraft liability and passenger legal liability. Such insurance shall include an endorsement for contractual liability.

All Comprehensive Airline Liability required by this part (2) shall provide coverage for events which occur during the policy period, and not on a claims made basis, and shall include endorsements:

1. acknowledging that the indemnification and hold-harmless provisions of this Permit are insured under Carrier's blanket contractual liability coverage;
2. naming the Lee County Port Authority and Lee County, Florida as additional

insureds;

3. indicating that the insurance is primary and non-contributory with respect to the matters within such coverage, irrespective of any insurance carried by the Authority, and includes a waiver of subrogation in favor of the Authority;
4. providing that, as respects the interest of the Authority, this insurance shall not be invalidated by any breach of warranty by Carrier; and
5. providing a severability of interest/cross liability endorsement.

The Authority and Carrier agree to have all fire and extended coverage and material damage insurance carried with respect to the Airport, the property or any portion of either endorsed with a clause which waives all rights of subrogation that the insurer of one party might have against the other party.

Prior to the commencement of this Permit, certificates of insurance shall be delivered to the Authority evidencing compliance with the insurance terms of this Permit. Carrier will also provide Authority a copy of any endorsement to said policies, or a copy of said policies, or both, upon request by Authority. All of the above insurance shall be written through a company or companies satisfactory to the Authority, and the certificates of insurance shall be of a type that unconditionally obligates the insurer to notify the Authority in writing in advance of the effective date in the event of a material change in or cancellation of such insurance.

If Carrier fails to provide or to maintain during the term of this Permit the insurance required by this section, the Authority may terminate this Permit without notice to Carrier. Certificates of insurance and other related notices shall be sent to:

Lee County Port Authority
Risk Manager
11000 Terminal Access Road, Suite 8671

Fort Myers, Florida 33913

The insurance provisions contained herein shall remain in effect and shall survive the termination of this Permit with respect to any occurrence or claim arising during the term of or in connection with this Permit. The Authority reserves the right to amend the insurance provisions of this Permit from time to time, with thirty (30) days prior written notice to Carrier.

ARTICLE 10
TAXES, LICENSES, AND PERMITS

Carrier shall pay any applicable sales, use, or other taxes that may be imposed on the Authority for services furnished to Carrier under this Permit. Carrier will also be responsible for the payment of any use or property taxes levied on tangible personal property owned by Carrier, but Carrier shall not have responsibility for any use or property taxes levied on tangible personal property owned by the Authority. All licenses, fees, and permits imposed upon the Authority in order to perform hereunder shall be the responsibility of Carrier.

ARTICLE 11
AVAILABILITY OF FACILITIES

The Authority will not be liable or responsible, nor be obligated to perform hereunder, nor be deemed to be in default hereunder, for any failure to provide or delay in providing any Facilities. In the event of any conflict between the needs of the Authority, and any other carriers for whom the Authority provides Facilities covered by this Permit, the needs of the Authority shall be given priority; then the needs of Carrier and such other carriers shall be afforded priority according to the Authority's procedures as outlined in Exhibit A, as may be amended from time to time by the Authority.

The Authority reserves the right to utilize any Facilities assigned to Carrier and not used

by Carrier during such assigned period(s) or to reassign such Facilities to another Carrier.

ARTICLE 12

STORM WATER COMPLIANCE

Section 12.1 Laws. Carrier acknowledges that the Airport is subject to federal storm water regulations (40 CFR Part 122) and state storm water regulations (Chapter 373, Part IV, and Chapter 403, Florida Statutes, and Rule 62-621.100 *et seq.*, Fla. Admin. Code).

Section 12.2 Carrier's compliance with Authority's permit from FDEP. Authority has obtained a storm water discharge permit for the Airport (Multi-Sector Generic Permit #FLR05A496) from the Florida Department of Environmental Protection ("FDEP"). Carrier will observe and comply with, and agrees not to cause any violation of, said permit or the Authority's Storm Water Pollution Prevention Plan ("SWPPP"), Best Management Practices ("BMPs"), or any Multi-Sector Generic Permit that has been, or in the future is, issued for the Airport by the FDEP.

Section 12.3 Permittee to obtain own FDEP permit if permit is necessary. The Authority's permit does not cover Carrier or Carrier's performance of any "industrial activities" as defined in 14 CFR Part 122. If Carrier desires to perform any vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, or deicing/anti-icing operations, then Carrier must first obtain its own permit from the FDEP.

Section 12.4 Best Management Practices. Authority and Carrier acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Carrier acknowledges that the

Authority acting reasonably may require Carrier to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled, or otherwise used by the Carrier, by implementing and maintaining "Best Management Practices." Upon request, Authority shall promptly provide a copy of the then current "Best Management Practices" that apply to the Carrier's operations. Authority will allow Carrier a reasonable opportunity to comment on proposed changes to "Best Management Practices" to ensure that those changes are consistent with applicable laws and minimize any potential negative impact to the Carrier's operations under this Permit.

For purposes of this Article, the following definitions apply:

"Storm water" - Storm water runoff and surface water runoff and drainage.

"Significant materials" - Includes, but is not limited to -- raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products, raw materials used in food processing or production; hazardous substances designated under Section 101(14) of the CERCLA; any chemical the facility is required to report pursuant to Section 313 of Title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag, and sludge that have a potential to be released with storm water discharges. (See 40 CFR 122.26(b)(12).)

"Best Management Practices" (BMP) - Practices employed to prevent or reduce source water pollution.

ARTICLE 13 **CONFLICTS**

This Permit is subject to the terms and conditions of all existing Airport contracts to the extent that any of the terms of this Permit would otherwise conflict with the obligations of the Authority under such contracts, and the Authority will not be obligated to provide any facilities hereunder if, in the Authority's opinion, Authority demonstrates to Carrier that the provision of such services or facilities would likely legally conflict with any terms or conditions of any such

existing agreements.

ARTICLE 14
CONDITION OF FACILITIES

The Facilities provided hereunder are provided as-is, where-is, and with all faults, and the Authority makes no warranties, guarantees, or representations of any kind, either express or implied, arising by law or otherwise, including, but not limited to, any warranty, guarantee, or representation with respect to the merchantability or fitness for intended use or condition of such Facilities. Carrier hereby waives, and the Authority expressly disclaims, all warranties, guarantees, and all representations, express or implied, arising by law or otherwise, including, but not limited to, any implied warranty arising from the course of performance, course of dealing, or usage of trade, and any implied warranty of fitness for a particular purpose. In no event shall either party's liability of any kind under this permit include any consequential damages.

ARTICLE 15
NATURE OF CARRIER'S INTEREST

This Permit is strictly a license to use the Facilities that may be assigned by the Authority to a carrier. This Permit does not confer upon the Authority any control over, or obligation of bailment with respect to, any aircraft or other equipment owned or operated by Carrier, and does not subject the Authority to any of the liabilities of an owner, user, bailee, lessor, lessee, or operator of any aircraft or other equipment owned or operated by Carrier.

ARTICLE 16
COMPLIANCE WITH LAWS

Carrier (including its officers, agents, employees, and contractors) shall comply at all times with all applicable laws, and all other applicable statutes, ordinances, orders, directives, rules, and regulations of the governmental authorities having jurisdiction.

ARTICLE 17
FAA CLAUSES

Section 17.1 Incorporation of required provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by the FAA or any other governmental body or agency. In the event that the FAA or any successor requires modifications or changes in this agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Carrier agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this agreement as may be reasonably required.

Section 17.2 Subordination. This agreement is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement entered into between the Authority or Lee County and the United States, for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport.

Section 17.3 Nonexclusivity. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Authority reserves the right to grant similar privileges to another Carrier or other Carriers on other parts of the Airport.

ARTICLE 18
CIVIL RIGHTS AND TITLE VI

18.1 General Civil Rights Provisions. Airline agrees to comply with pertinent

statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Airline transfers its obligation to another, the transferee is obligated in the same manner as the Airline. This provision obligates the Airline for the period during which the property is owned, used or possessed by the Airline and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

18.2 Compliance with Nondiscrimination Requirements. During the performance of this contract, Airline, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will

permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

F. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

18.3 Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

A. Airline, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Airline will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national

origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

18.4 Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

- A. Airline, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Airline will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

18.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Airline, for itself, its assignees, and successors in interest(hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as

- amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

ARTICLE 19

GENERAL PROVISIONS

Section 19.1 Entire agreement. This contract sets out the entire agreement between the parties for the described premises. There are no implied covenants or warranties. No agreement

to modify this contract will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

Section 19.2 Notices. Notice to the Authority will be sufficient if sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight delivery service (e.g. Federal Express, Airborne Express, DHL), to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Carrier will be sufficient if sent in the same manner, addressed to Carrier at Carrier's address set forth on page 1 above. The parties may designate in writing other addresses for notice. Notice shall be deemed given when received.

Section 19.3 Headings. The headings within this agreement are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 19.4 Incorporation of exhibits. All exhibits referred to in this agreement are intended to be and hereby are specifically made a part of this agreement.

Section 19.5 Time. Time is of the essence in the performance of this agreement.

Section 19.6 Governing law and venue. This agreement shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event of a dispute between the parties, suit will be brought only in the federal or state courts of Florida, and venue shall be in Lee County, Florida.

Section 19.7 Waiver of right to jury trial. The parties agree to waive trial by jury in any

action between them arising out of or in any way connected with this contract or Carrier's use of the Airport.

Section 19.8 Attorneys' fees. Should any action or proceeding be commenced to enforce any of the provisions of this agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

Section 19.9 Nonwaiver of breaches. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 19.10 Administration of Permit. Unless and until Authority gives Permittee written notice to the contrary, Authority designates its Executive Director, and his or her designees, as its authorized representatives in dealing with Permittee pursuant to this agreement, including but not limited to exercising any of the Authority's rights or options herein to terminate, suspend, continue, or extend this agreement, giving or withholding approvals to Permittee, consulting with, giving notice to, receiving notice from, or otherwise dealing with Permittee.

Section 19.11 Airport development. The Authority reserves the right to further develop, change, or improve the airport and its routes and landing areas as the Authority sees fit, without Carrier's interference or hindrance and regardless of Carrier's views and desires.


Section 19.12 Carrier's noninterference with aircraft. Carrier will not use the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or

taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, the Authority reserves the right to abate or eliminate the interference at the expense of Carrier.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

1263343 ALBERTA INC.

(Carrier)

By: 

Title: CEO

Date: 11/24/2023

LEE COUNTY PORT AUTHORITY

ATTEST:

KEVIN KARNES, CLERK

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners

By: _____
Deputy Clerk

Date: _____

Approved As To Form for the Reliance
of the Lee County Port Authority only:

By: _____
Port Authority Attorney

Exhibit A

INSTRUCTION: OI-3403

DATE: 09/08/2022

Operating Instruction

Gate Management and Common-Use Facilities

I. INTENT

Lee County Port Authority (LCPA) will establish guidelines for airlines who operate at Southwest Florida International Airport (RSW) and utilize common-use gates, preferential gates, ticket counters, and other common-use airport facilities.

II. GENERAL

This plan will maximize and facilitate equitable treatment of all air carriers and ensure the demand for air service is managed consistently.

III. DEFINITIONS

- A. Accommodating Airline** - An airline whose Preferential Non-Exclusive Use Gate is used to accommodate a requesting airline
- B. Advance Planning Process** - The flight schedule assessment conducted to define gate assignment priorities and flight accommodation, which is intended to maximize gate utilization and enhance the guest experience
- C. Airline/Air Carrier** - A passenger air carrier providing scheduled or non-scheduled service at the Airport
- D. Airport** - Southwest Florida International Airport (RSW)
- E. Amended Flight** - A flight that seeks a change in the scheduled time (arrival or departure) or frequency from the prior equivalent season in the flight schedule time (arrival or departure) or frequency.
- F. Charter Airline** - An air carrier that conducts passenger operations in which the departure time, departure location, and arrival location is arranged by a single entity or public charter on a scheduled or semi-scheduled basis
- G. Common-Use** - A facility available to all carriers, whose use is shared among multiple users of common need that is governed by, and subject to, the terms and conditions of this Operating Instruction
- H. Common-Use Facilities** - Facilities in the terminal, including ticket counters, concourse hold rooms, baggage carousels, and gates in Concourses B, C, and D that have been designated by LCPA for use on a non-exclusive basis

- I. Common-Use Gate** - A gate that is not a preferential-use gate assigned to a single carrier
- J. Daily Gate Plan** - The planned gate assignments for all aircraft to be operating that day
- K. Domestic Air Carrier** - Any air carrier certified and registered in the United States of America (U.S.) to operate domestic and/or international air services
- L. Foreign Flag Air Carrier** - Any air carrier certified and registered in a country other than the U.S. and authorized by a bilateral agreement to operate international flights to/from the U.S.
- M. Frequency** - The number of days a scheduled flight operates in one-week (Monday through Sunday)
- N. Gate** - The aircraft parking position or apron area for staging ground service equipment, passenger boarding bridge and passenger hold room
- O. Gate Control** - The section of Airport Operations that monitors, controls, and manages gates, common-use ticket counters, and aircraft remote parking areas in support of the operation of the airport
- P. Gate Occupancy Time** - The time interval between the published scheduled arrival time of an aircraft at a gate and the published scheduled departure time for a flight, when assigned to a gate
- Q. Gate Rest Time** - If applicable, the time interval between the planned departure of one aircraft from a gate and the next subsequent planned arrival of another aircraft on the same gate. Unless indicated on the Daily Gate Plan, a Gate Rest Time shall be defined as 15 minutes from block-out to block-in
- R. Grandfathered Flight** - The right to carry forward common-use gate access and assignment priority to flights that have operated the same route and scheduled time in the immediately preceding equivalent season and have participated in the Advance Planning Process
- S. Ground Handler** - A permitted airline service company that provides ramp and/or passenger services on behalf of an air carrier
- T. Hardstand** - The loading and unloading of passengers of an aircraft at a remote location. These operations are not allowed at RSW
- U. Irregular Operations (IROPS)** - Exceptional events that require actions and/or capabilities beyond those considered usual by aviation service providers. Generally speaking, an impact of these events is the occurrence of passengers experiencing delays, often in unexpected locations for an undetermined amount of time.

INSTRUCTION: OI-3403

DATE: 09/08/2022

- V. Lee County Port Authority (LCPA)** - Manages and operates Southwest Florida International Airport (RSW)
- W. Long-haul flights** - Flights that extend beyond 6 hours
- X. Medium-haul flights** - Flights lasting between 3-6 hours
- Y. New Entrant Air Carrier** - An air carrier that is in its first year of operation at RSW and has participated in the Advance Planning Process; or any air carrier that has not served RSW in the previous two years
- Z. New Flight** - A flight that did not operate in the immediately preceding equivalent scheduling period; or lost its Priority Gate Use Time rights due to a failure in the Advance Planning Process; or lost its Priority Gate Use Time due to a failure to comply with the use of the Gates and/or associated facilities governed by this Operating Instruction
- AA. Participating Carriers** - Those airlines who have preferential-use of an Airport Gate solely for their own operations
- BB. Preferential Gate Use** - The non-exclusive right to a gate use that permits the air carrier a right of first use for its scheduled flights
- CC. Remote Parking Area** - A location, assigned by Gate Control, where an aircraft can park that does not have a passenger boarding bridge and may require an Airport Operations' escort to access
- DD. Scheduled Carriers** - All air carriers that operate on a year-round basis, with a published schedule in the OAG or equivalent global schedule publishing site
- EE. Schedule Change** - A schedule change is defined, as any change made to the arrival time, departure time, days operated or aircraft equipment
- FF. Short-haul flights** - Flights lasting from 30 minutes to 3 hours
- GG. Signatory Airline** - An air carrier that has a current Airline-Airport Lease and Use Agreement with LCPA
- HH. Summer Season** - The time period beginning on the last Sunday in May and ending on the last Saturday in October
- II. Winter Season** - The time period beginning on the last Sunday in October and ending on the last Saturday in May

INSTRUCTION: OI-3403

DATE: 09/08/2022

IV. ADMINISTRATION

A. Gate Control has the following responsibilities:

- 1) Accept and assemble flight activity schedules and common-use equipment requests
- 2) Prepare Advance Planning Report
- 3) Prepare gate plans
- 4) Maintain gate-use records
- 5) Monitor and re-assign gates on a real-time basis
- 6) Accept and coordinate common-use ticket counter location requests

B. Administer the Schedule Submission Process (SSP)

All airlines must make schedule submissions to Gate Control by the due date established in the table below:

Flight Schedule Months	Task	Due Date
JAN 1 - FEB 28	Submission Date	NOV 1
	RSW Approval	DEC 1
MAR 1 - APR 30	Submission Date	JAN 1
	RSW Approval	FEB 1
MAY 1 – JUN 30	Submission Date	MAR 1
	RSW Approval	APR 1
JUL 1 – AUG 31	Submission Date	MAY 1
	RSW Approval	JUN 1
SEP 1 - OCT 31	Submission Date	JUL 1
	RSW Approval	AUG 1
NOV 1 - DEC 31	Submission Date	SEP 1
	RSW Approval	OCT 1

INSTRUCTION: OI-3403

DATE: 09/08/2022

- 1) Schedules will be submitted to Gate Control at RSWGates@flylcpa.com in the required Microsoft Excel format.
 - 2) Signatory airlines are required to identify flights that require a common-use gate upon their schedule submittal.
 - 3) Air carriers who fail to submit their schedules, in the correct format by the above specified due dates and on the required gate form, forfeit their priority status.
 - 4) All changes to approved schedules must be submitted, as soon as possible, prior to the requested change and will be subject to availability on common-use gates.
 - 5) Air carriers that lease preferential-use gates are expected to maximize the use of their preferential-use gates prior to requesting the use of a common-use gate.
 - 6) Gate Control will accommodate air carriers on their preferential-use gates prior to any consideration for scheduling arrivals and departures at any common-use gate.
 - 7) If a requesting air carrier cannot be accommodated on a common-use gate, Gate Control will notify the requesting air carrier. Gate Control reserves the right to use an air carrier's preferential-use gate to accommodate a non-preferential carrier as long as this does not impact the preferential-use carrier's schedule.
- C. Common-use Gate Priorities procedures and priorities described below to assign flights to common-use gates and to resolve any conflicting requests among or between flights.
- 1) International Flights shall be prioritized in the following order:
 - a. Priority 1: International flight on a long-haul route
 - b. Priority 2: International flight (all others)
 - 2) Domestic Flights operated within the fifty U.S. states, as well as the U.S. territories, are prioritized in the following order:
 - a. Priority 3: Grandfathered Flights - A Grandfathered Flight priority status assigned to a Flight will be automatically carried forward to the next season if it meets all four of the following requirements:
 - The Flight is properly submitted for inclusion in the Advance Planning Process.
 - The Flight's arrival and departure time do not change from the immediately preceding equivalent season, so long as it does not negatively affect another Grandfathered Flight. (Flights that are scheduled within 5 minutes of the previous corresponding season)

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- The Flight is to/from the same origin and destination as the prior equivalent season
 - The Flight maintains the same weekly frequency as in the immediately preceding equivalent season
- b. Priority 4: New air carrier on a continuous annual basis to a new destination
 - c. Priority 5: Existing or new carrier to a new destination
 - d. Priority 6: An air carrier submitting a schedule change after the deadline
- D. Conflicts - If two identical priority flights have a conflict, the following sub-priorities will be used:
- a. Priority 1: The Flight that has been flying the same route for the longest period of time
 - b. Priority 2: The Flight with the most frequencies

Note: All charter, itinerant, and other non-scheduled flight operations, international or domestic, will be accommodated, as facilities are available. Any charter, itinerant, or other non-scheduled flight operation is subject to reassignment if the proposed scheduled flight operation requires additional facilities.

E. Gate Occupancy

- 1) Common-use gates will be assigned for a maximum of one (1) hour for narrow-body aircraft and three (3) hours for wide-body aircraft
- 2) All air carriers are expected to adhere to their arrival/departure times while operating on RSW common-use gates
- 3) An early flight arrival may enter an assigned gate at any time prior to the scheduled arrival as long as the preceding flight assigned to the gate has departed
- 4) Extended ground times will not be permitted without the prior approval of Gate Control
- 5) Gate Control reserves the right to assign flights to any gate

F. Day-of-Operations

- 1) Gate Control will have the authority to administer the priorities on a day-to-day basis

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DATE: 09/08/2022

- 2) Gate Control will attempt to reassign gates to accommodate all flights
- 3) If the arrival of a flight is delayed by an amount of time that will not permit the flight to be off the gate at the scheduled departure time and, as a result, would preclude access to the gate by a subsequent on-time flight assigned to the same gate, the delayed flight will lose its scheduled gate for that day
- 4) On the day of the flight, if a gate has not been assigned, the airline shall contact Gate Control and request a gate assignment
- 5) Real-Time Conflict - if the airline requesting a gate assignment on a common-use gate has changed equipment type or has deviated from the scheduled arrival or departure time by more than 15 minutes, Gate Control may assign the flight to another gate, so it does not interfere with a flight that is operating on schedule
- 6) Any IROPS should be communicated promptly to Gate Control. Off-schedule flights will be handled by Gate Control on a case-by-case basis. However, RSW will not burden an air carrier as a result of another air carrier's early or late arrival/departure

G. Advance Planning

- 1) Schedule Analysis: Gate Control will determine the advance gate assignments using the gate priorities listed. Schedules received after the predetermined deadlines will be reviewed on a case-by-case basis and may lose priority
- 2) Airline Schedule Change Submission (Existing Service): All airlines with existing service at RSW shall submit their schedules no later than 60 days in advance of the effective date of that schedule. It will be submitted utilizing the approved LCPA template. See Attachment A
- 3) Airline Schedule Change Submission (New Airline or Service): All airlines adding new service or new airlines starting service into RSW shall submit the proposed schedule no less than 60 days prior to the effective date. It will be submitted utilizing the approved Gate Scheduling Request Form, see Attachment A
- 4) Schedule Review and Confirmation: Upon completion of the flight schedule processing, Gate Control will notify carriers of potential gate conflicts and propose solutions to accommodate their flight schedule. This may be accomplished prior to/or during gate meetings by airlines adjusting arrival or departure times, assigning a non-preferred gate/concourse, or advising the flight cannot be gated/accommodated
- 5) LCPA reserves the right to utilize a preferential-use gate when not in use by the participating carrier
- 6) All airlines will update the Flight Information Display Screens with accurate arrival and departure times

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DATE: 09/08/2022

H. Remote Spot Assignment

- 1) Gate Control will schedule the use of all remote spots. Any known requests, based on scheduled flight activity, that require the use of a remote spot will be submitted during the schedule submittal process. Temporary use of the remote locations may be allowed with the permission and coordination of Gate Control

I. Ticket Counters

- 1) Ticket counters at RSW are a combination of signatory airline and common-use counters
- 2) Common-use ticket counter position assignments will be scheduled with the same deadlines for submission as those made for gate assignments defined in the Advance Planning Process
- 3) In the event of a bag belt or a baggage screening system failure, LCPA reserves the right to reduce the number of allocated ticket counter positions, as well as relocate carriers in order to accommodate all airline needs
- 4) Gate Control will assign ticket counter positions that maximize the use and availability for all airlines and recognize any facility constraints

J. Baggage Claim

- 1) Baggage claim units are shared on a common-use, first-come, first-served basis.

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DATE: 09/08/2022

V. SIGNATORY GATES

Airline	Preferential-Use Gate(s)
Frontier Airlines	B7
Southwest Airlines	B2, B4, B6 and B8
United Airlines	C3 and C5
Delta Air Lines	C2, C4, C6 and C8
American Airlines	D1, D3 and D5
Spirit Airlines	D2 and D4
JetBlue Airways	D6 and D8
Sun Country Airlines	B9

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DATE: 09/08/2022

VI. GATE PARKING INFORMATION

Gate Parking Information				
Gate	Group	Max Aircraft (span)	Fueling	Length (ft.)
B Gates				
B1	Wide-body	B747-400/ A350 -1000	L / R	242.5
B2	Narrow-body	B757-300	R	178.58
B3	Wide-body	B747-400/ A350 -1000	L / R	242.5
B4	Narrow-body	B757-300	R	178.58
B5	Wide-body	B747-400	L / R	231.85
B6	Narrow-body	B757-300	R	178.58
B7	Narrow-body	B757-300	R	178.58
B8	Narrow-body	B757-300	R	178.58
B9	Narrow-body	B757-300	R	178.58
C Gates				
C1	Narrow-body	B757-300	R	178.58
C2	Narrow-body	B757-300	R	178.58
C3	Narrow-body	B757-300	R	178.58
C4	Wide-body	B767-400	L / R	201.33
C5	Narrow-body	B757-300	R	178.58
C6	Wide-body	A330-300	L / R	208.99
C7	Narrow-body	B757-300	R	178.58
C8	Wide-body	B777-300	L / R	242.33
C9	Narrow-body	B757-300	R	178.58
D Gates				
D1	Narrow-body	B757-300	R	178.58
D2	Narrow-body	A321-200	R	146.03
D3	Narrow-body	B757-300	R	178.58
D4	Narrow-body	B757-300	R	178.58
D5	Narrow-body	B757-300	R	178.58
D6	Narrow-body	B757-300	R	178.58
D7	Narrow-body	B757-300	R	178.58
D8	Narrow-body	B757-300	R	178.58
D9A	Commuter	ERJ 145	Tanker	98
D9B	Commuter	ERJ 145	Tanker	98
D10	Wide-body	B767-400	R	178.58
D10A	Narrow-body	B757-300	R	178.58

INSTRUCTION: OI-3403

DATE: 09/08/2022

Attachment A

Gate Scheduling Request Form

	A	B	C	D	E	F	G	H	I	J	K	L
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Ready

Flights Instructions (+)

EXHIBIT B
NON-PARTICIPATING AIRPORT FACILITY CHARGE (TERMINAL USE FEES)
(EFFECTIVE FOR 10/01/2023)

AIRCRAFT TYPE	STANDARD LANDING WEIGHT (LBS.)	AVG. # SEATS	ARRIVAL	DEPARTURE
A310-300	273,375	240	\$528.00	\$528.00
A319	134,481	134	\$294.80	\$294.80
A220-300(BCS3)	127,000	137	\$301.40	\$301.40
A320-100	135,000	164	\$360.80	\$360.80
A320-200	143,000	150	\$330.00	\$330.00
A320(neo)A20N	148,600	194	\$426.80	\$426.80
A321(neo)A21N	174,600	244	\$536.80	\$536.80
A321-100	165,346	185	\$407.00	\$407.00
A330-200	396,830	293	\$644.60	\$644.60
A330-300	382,498	335	\$737.00	\$737.00
A340-200	405,650	263	\$578.60	\$578.60
A340-300	410,056	298	\$655.60	\$655.60
A350-900	451,945	315	\$693.00	\$693.00
B717-200	110,000	106	\$233.20	\$233.20
B727-200	161,000	134	\$294.80	\$294.80
B737-200	107,000	136	\$299.20	\$299.20
B737-300	115,800	128	\$281.60	\$281.60
B737-400	121,000	146	\$321.20	\$321.20
B737-500	110,000	108	\$237.60	\$237.60
B737-600	120,500	119	\$261.80	\$261.80
B737-700	128,000	138	\$303.60	\$303.60
B737-800	144,000	172	\$378.40	\$378.40
B737-900	144,000	183	\$402.60	\$402.60

EXHIBIT B (EFFECTIVE FOR 10/01/2023)**(Continued)**

AIRCRAFT TYPE	STANDARD LANDING WEIGHT (LBS.)	AVG. # SEATS	ARRIVAL	DEPARTURE
B737 MAX 7	145,600	172	\$378.4	\$378.4
B737 MAX 8	150,800	210	\$462.00	\$462.00
B737 MAX 9	163,900	220	\$484.00	\$484.00
B747-100/200	585,000	442	\$972.40	\$972.40
B747-300	564,000	496	\$1,091.20	\$1,091.20
B747-400	630,000	420	\$924.00	\$924.00
B757-200	198,500	186	\$409.20	\$409.20
B757-300	224,000	243	\$534.60	\$534.60
B767-200 and 200ER	272,000	216	\$475.20	\$475.20
B767-300	300,000	269	\$591.80	\$591.80
B767-300ER	320,000	261	\$574.20	\$574.20
B767-400ER	350,000	245	\$539.00	\$539.00
B777-200	455,000	305	\$671.00	\$671.00
B787-800	365,000	250	\$550.00	\$550.00
C100	110,000	110	\$242.00	\$242.00
C300	121,500	135	\$297.00	\$297.00
DC10-30/40	403,000	262	\$576.40	\$576.40
MD81	128,000	172	\$378.40	\$378.40
MD87	128,000	139	\$305.8	\$305.8
MD82/MD88	130,000	172	\$378.40	\$378.40
MD83	139,500	172	\$378.40	\$378.40
MD-11 and 11ER	430,000	298	\$655.60	\$655.60
MD-90-30	142,000	158	\$347.60	\$347.60

EXHIBIT B (EFFECTIVE FOR 10/01/2023)
(Continued)

AIRCRAFT TYPE	STANDARD LANDING WEIGHT (LBS.)	AVG. # SEATS	ARRIVAL	DEPARTURE
EMB-145	41,226	50	\$110.00	\$110.00
EMB-170	72,310	78	\$171.60	\$171.60
EMB-175	74,957	80	\$176.00	\$176.00
EMB-190	94,799	98	\$215.60	\$215.60
EMB-195	99,208	108	\$237.60	\$237.60
CRJ200	47,000	50	\$110.00	\$110.00
CRJ700ER	67,000	70	\$154.00	\$154.00
CRJ900ER	73,500	90	\$198.00	\$198.00

Terminal Use Fees for aircraft not listed above will be \$2.20 per seat* for arrivals plus \$2.20 per seat* for departures, except that Terminal Use Fees for aircraft weighing less than 55,000 lbs. certificated maximum gross landed weight shall be assessed as follows:

<u>Number of Seats*</u>	<u>Arrival</u>	<u>Departure</u>
0-10	\$22.00	\$22.00
11-20	\$44.00	\$44.00
21-30	\$66.00	\$66.00
31-40	\$88.00	\$88.00
41-50	\$110.00	\$110.00

* The number of seats to be used in the calculation will be determined by the Authority for the standard, or average, configuration for that aircraft, by reference to the manufacturer's specifications or the Authority's reference manuals.

Note: If Carrier makes more than 31 flights to and from the Airport in a calendar month, Terminal Use Fees applicable to each additional flight after the first 31 flights in that calendar month will be seventy-five percent (75%) of the rates set forth above. Terminal Use Fees applicable to direct intercontinental flights (international flights directly between RSW and a point outside of the North American Continent, including the Caribbean basin) which also enplane or deplane passengers at another United States airport as part of continuing service to or from that intercontinental flight will be fifty percent (50%) of the rates set forth above. A "flight" means one arrival combined with one corresponding departure.

* Please note that while the Airlines are required to self report monthly flight activity, the Lee County Port Authority utilizes the Automated Landing Fee system to calculate actual landed weight and number of flights.

EXHIBIT C – Non Participating
Effective October 1, 2023

EQUIPMENT USE CHARGES

EQUIPMENT USE CHARGE PER TURN (includes Jet Bridge & 400 Hz power)....	\$165.00
PORTABLE GROUND POWER USAGE (GPU), charge per hour for usage of Port Authority's GPU equipment when parked remotely	\$100.00
AIR STAIR FEE, daily rate (per aircraft, per day, for the period from 12:01 AM to 11:59PM, or any portion thereof).....	\$50.00
COMMON USE TICKET COUNTER SPACE, PER TURN, PER 2-POSITION TICKET COUNTER	\$115.00
COMMON USE TICKET COUNTER SPACE, PER TURN, PER 1-POSITION TICKET COUNTER	\$58.00
Only applicable to aircraft 12,500 lbs. or less	
COMMON USE TERMINAL EQUIPMENT ("CUTE"), PER TURN, PER SEAT (based on aircraft type's average number of seats per Exhibit B).....	\$0.75*
*maximum of \$150.00 per turn	
COMMON USE CURBSIDE CHECK-IN SPACE, PER TURN, PER 2-POSITION TICKET COUNTER.....	\$25.00
COMMON USE BAGGAGE MAKE-UP SPACE WITH BAG BELT, PER TURN, PER SEAT.....	\$0.75**
**maximum of \$150.00 per turn	

AIRCRAFT PARKING FEES

RON PARKING FEES:

Overnight is defined as the period from 8:00 PM to 6:00 AM: \$100.00

RON PARKING FEES parked on North Ramp (former terminal site):

Daily rate (per aircraft, per day, for the period from 12:01 AM to 11:59 PM, or any portion thereof), up to 90 per month: \$150.00

AIRCRAFT APRON PARKING RATES

REGULAR APRON USE CHARGE, PER TURN	\$66.00
COMMUTER APRON USE CHARGE, PER TURN:	
Aircraft 12,500 lbs. or less	\$5.00
Aircraft exceeding 12,500 lbs.	\$15.00

AIRPORT FACILITY CHARGE

These charges are for all Non-Participating airlines for the use of the Gate and Baggage Claim areas (includes holdroom). These fees are based on average number of seats per aircraft type.

For the first 31 flights per month, \$4.40 per seat, per turn

For all flights over 31 flights per month, \$3.30 per seat, per turn

EMPLOYEE PARKING LOT

The charge for usage of Employee Parking lot.

Monthly fee \$15, per RSW badged employee

EXHIBIT D
MONTHLY STATISTICS REPORT

TO: LEE COUNTY PORT AUTHORITY, FT. MYERS

CARRIER: _____

ATTN: FINANCE DEPARTMENT

MONTH/YEAR: _____

SIGNATURE: _____

Date: _____

PASSENGERS

JET BRIDGE

400 HZ

DOMESTIC PASSENGERS ENPLANED	_____	B1	_____
DOMESTIC PASSENGERS DEPLANED	_____	B2	_____
DOMESTIC NONREVENUE PASSENGERS ENPLANED	_____	B3	_____
DOMESTIC NONREVENUE PASSENGERS DEPLANED	_____	B4	_____
INTERNATIONAL PASSENGERS ENPLANED	_____	B5	_____
INTERNATIONAL PASSENGERS DEPLANED	_____	B6	_____
INTL NONREVENUE PASSENGERS ENPLANED	_____	B7	_____
INTL NONREVENUE PASSENGERS DEPLANED	_____	B8	_____

B9 _____

MAIL AND FREIGHT

AIR MAIL POUNDS BOARDED	_____	C1	_____
AIR MAIL POUNDS DEPLANED	_____	C2	_____
DOMESTIC AIR FREIGHT POUNDS BOARDED*	_____	C3	_____
DOMESTIC AIR FREIGHT POUNDS DEPLANED*	_____	C4	_____
INTERNATIONAL FREIGHT POUNDS BOARDED	_____	C5	_____
INTERNATIONAL FREIGHT POUNDS DEPLANED	_____	C6	_____

C7 _____

C8 _____

C9 _____

D1 _____

OF DIVERSIONS _____ 0

D2 _____

D3 _____

OF INCENTIVE FLIGHTS _____ 0

D4 _____

D5 _____

D6 _____

D7 _____

D8 _____

D9 _____

D10 _____

NUMBER OF LANDINGS AND WEIGHT OF FLIGHTS OPERATED

# OF LANDINGS	_____	EQUIP TYPE	_____	LANDING WT	_____	TOTAL WT	_____	0
# OF LANDINGS	_____	EQUIP TYPE	_____	LANDING WT	_____	TOTAL WT	_____	0
# OF LANDINGS	_____	EQUIP TYPE	_____	LANDING WT	_____	TOTAL WT	_____	0
# OF LANDINGS	_____	EQUIP TYPE	_____	LANDING WT	_____	TOTAL WT	_____	0
# OF LANDINGS	_____	EQUIP TYPE	_____	LANDING WT	_____	TOTAL WT	_____	0
# OF LANDINGS	_____	EQUIP TYPE	_____	LANDING WT	_____	TOTAL WT	_____	0
TOTAL	=====							0