

**GREENVILLE-SPARTANBURG AIRPORT DISTRICT**  
**GREENVILLE-SPARTANBURG INTERNATIONAL AIRPORT**  
**AIRLINE-AIRPORT USE PERMIT**

**THIS PERMIT**, made and entered into as of this first day of \_\_\_\_\_ (“Effective Date”), by and between the **GREENVILLE-SPARTANBURG AIRPORT DISTRICT**, a body politic created and existing under the laws of the State of South Carolina, with its principal office at 2000 GSP Drive, Suite 1, Greer, South Carolina 29651, hereinafter referred to as the “District”, and

**Name of Airline:**

**Address:**

**Telephone:**           **Fax:**

**Authorized Representative:**

a corporation duly organized and existing under the laws of the State of \_\_\_\_\_, and authorized to business in the State of South Carolina doing business as \_\_\_\_\_ and hereinafter referred to as “Airline.”

For and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties hereto agree as follows:

**1. Use of the Airport.** The District is the owner and operator of the Greenville-Spartanburg International Airport (“Airport”) located in Greenville and Spartanburg Counties, State of South Carolina; and by executing this Airline-Airport Use Permit (“Permit”), Airline evidences its intent to commence or continue the operation of its business of transporting passengers, cargo and mail by air (“Air Transportation Business”) at the Airport.

**2. Business to be Conducted.** Airline shall have the right to operate its Air Transportation Business at the Airport, including the right to land and take off its aircraft, park its aircraft and load and unload its passengers, baggage, mail and air cargo at locations in the Terminal Building (“Terminal”) at the Airport provided by the District or an Air Transportation Business (“Ground Handler”) occupying Terminal facilities at the Airport under an agreement with the District. Airline shall not conduct any business or commercial operation from or on the Airport that is not part of its Air Transportation Business.

**3. Term.** The term of this Permit will commence on the Effective Date and unless sooner terminated in accordance with the terms and provisions of this Permit, shall continue until terminated by either party by giving thirty (30) days’ prior written notice to the other party of its intention to terminate.

If an Airline that employs a Ground Handler to conduct its Air Transportation Business at the Airport terminates its relationship with such Ground Handler, this Permit shall terminate automatically, without notice, unless within five (5) business days prior to such termination it makes alternate arrangements for the conduct of its Air Transportation Business at the Airport which are satisfactory to the District. Upon the expiration or other termination of this Permit, Airline’s rights granted herein, including its authority to use the Terminal Building and other Airport facilities shall expire and Airline shall cease its operations at the Airport.

**4. Use of Terminal Facilities.** Airline is authorized to use exclusive, preferential and common use premises, loading bridges, aircraft parking positions or gates at the Airport (i) as may be assigned to Airline by District, as more particularly described in Paragraph 5, Terminal Space, below, (ii) as may be provided for its use by its Ground Handler, or (iii) as may be otherwise permitted herein.

**5. Terminal Space.** Complete either (a) or (b).

**(a) Assigned Space.** The following applies to any space (hereinafter referred to as the “Assigned Space”) assigned to Airline by District hereunder:

The Assigned Space shall consist of \_\_\_\_\_ square feet in the Terminal Building at the Airport, as more particularly described in the drawing attached hereto as **Exhibit “A”**. All space is assigned on an exclusive or preferential use basis as depicted on such **Exhibit “A”**.

<b>Exclusive Use Premises:</b>	Airline Operations	_____
	Airline Ticket Office	_____
	Storage	_____
	Baggage Service Office	_____
	Curbside Check-in	_____
	E-Ticket Kiosk	_____
	Terminal Office	_____
<b>Preferential Use Premises:</b>	Gate Holdroom	_____
	Baggage Make-Up	_____
	Stairs/Storage	_____
	Ticket Counter/Queing	_____
	Total Terminal Space (Sq. Ft.)	_____
	<b>Aircraft Parking/Gate Position(s) used by Airline:</b>	_____
	<b>Passenger Loading Bridge(s) attached to Airline's Gate Positions:</b>	_____

(b) **Ground Handler Alternative.** In the alternative, Airline intends to employ American Eagle as its Ground Handler. A copy of the written agreement between Airline and such Ground Handler is attached as **Exhibit "A"** to this Permit. Airline will promptly notify District in writing should such agreement be terminated, and provide the District with a written copy of any new agreement which may be entered into with another Ground Handler.

(c) **Common Use Space and Facilities.** Airline shall have the right, in common with other airlines operating at the Airport, to use the common passenger screening, baggage claim, and tug drive areas of the Terminal Building. Airline's use of such areas shall be limited to the enplaning and deplaning of its passengers and their baggage in connection with the operation of Airline's Air Transportation Business at the Airport. Airline agrees that its use of the foregoing areas shall be subject to the reasonable and non-discriminatory rules and regulations established from time to time by the Executive Director ("Director") of the District or such other person designated by District to exercise functions with respect to the rights of the District under this Permit.

**6. Rentals, Fees and Charges. Airline shall pay the following rentals, fees and**

**charges to the District for Fiscal Year 2010:**

**(a) Assigned Premises.** Airline shall pay the District for its use of Assigned Premises in the Terminal Building including exclusive use space, preferential use space, aircraft parking position(s), and passenger loading bridge(s). The District may adjust rentals, fees and charges for Assigned Premises based on changes in actual and projected financial activity during a given Fiscal Year. Rentals for any Assigned Space rentals are as follows:

- (i) Terminal Rental  
Terminal Rental Rate per square foot \$
  
- (ii) Aircraft Parking Position Rental  
Aircraft Parking Position Rental per Position per Year \$  
Aircraft Parking Position Rental per Position per Month \$
  
- (iii) Passenger Loading Bridge Charge  
Passenger Loading Bridge Charge per Bridge per Year \$  
Passenger Loading Bridge Charge per Bridge per Month \$

**(b) Common Use Charges.** Airline shall pay the District its share of rentals on common use Terminal facilities used by Airline. Airline’s pro rata share of such common use rentals shall be in the proportion that Airline’s enplaned passengers for the period for which the charge is assessed bears to the total of all enplaned passengers at the Airport for such period.

**(c) Landing Fees.** For its use of the airfield and appurtenant facilities, Airline shall pay a landing fee for each and every aircraft landed by the Airline at the Airport. The District shall calculate and establish a landing fee rate from time to time, but not less than one time per Fiscal Year. The landing fee shall be determined by multiplying the then current landing fee rate times each 1,000 pounds of the total maximum gross landing weight certified by the Federal Aviation Administration for each aircraft type operated by Airline at the Airport (“Certified Maximum Gross Landing Weight” or “CMGLW”) during each month. The landing fee rate may be adjusted at any time throughout the Fiscal Year to reflect changes in actual and projected financial activity and/or CMGLW during a given Fiscal Year.

**(d) Security Fees.** Airline shall be assessed and pay to District a pro rata portion of any security fees charged to airlines operating at the Terminal Building. Airline's pro rata share of such security fees shall be in the proportion that Airline's enplaned passengers for the period for which the charge is assessed bears to the total of all enplaned passengers at the Airport for such period.

**(e) Other Fees and Charges.** In addition, in accordance with the terms and conditions of this Permit, Airline agrees to pay all miscellaneous charges assessed to and owed by Airline to the District including, but not limited to, the cost of utilities and services, employee parking fees, security measures, such as key cards and identification badges and the like. Payment for any such miscellaneous charges invoiced by the District shall be due upon receipt of the District's invoice.

**7. Payment of Rentals, Fees and Charges.** In consideration for the rights granted hereunder by the District, Airline shall pay District monthly rentals, fees and charges calculated at the rates and in the amounts shown in Paragraph 6 above, plus any applicable sales or use taxes due thereon as follows:

**(a)** Space Rentals for its exclusive use premises, preferential use premise, aircraft parking position rental and its loading bridge charges, monthly, without invoice, demand, set-off or deduction on or before the first (1<sup>st</sup>) day of each calendar month.

**(b)** District shall invoice Airline monthly not later than the fifteenth (15<sup>th</sup>) day of each month for its common use rental and airline security reimbursement requirement for the immediately preceding month. Airline shall pay such invoice without deduction or set-off no later than the first (1<sup>st</sup>) day of the month immediately following the month in which District issues its invoice.

**(c)** Airline shall report to District on or before the fifth (5<sup>th</sup>) business day of each and every month Airline's actual CMGLW for the prior month by submitting a written report as described in Section 12 of this Permit. District shall invoice Airline monthly not later than the fifteenth (15<sup>th</sup>) day of each month for landing fees which will be calculated by multiplying Airline's CMGLW reported by Airline for the prior month by the current estimated landing fee rate. If Airline fails to furnish District with its monthly CMGLW by the date specified, District shall estimate Airline's CMGLW by any reasonable method. Airline shall pay such invoice

without deduction or set-off no later than the first (1<sup>st</sup>) day of the month immediately following the month in which District issues its invoice.

(d) Payment for all other fees and charges shall be invoiced by the District and shall be due upon receipt of the District's invoice. Such payments shall be deemed delinquent if not received within fifteen (15) calendar days of the date of such invoice.

(e) Except as provided in subsection (d) above, Airline shall be deemed delinquent if its payments and CMGLW information required under subsections (a) through (c) are not received by the District on or before the seventh (7<sup>th</sup>) day of the month in which they are due. District shall be entitled to assess a late payment fee of two percent (2.0%) per month or fraction thereof for any amounts that are deemed delinquent from the date due until the date payments are received by District. The payment of interest shall not cure or excuse an Airline default.

In consideration for the rights granted hereunder by the District, Airline shall pay District monthly, without set-off and except as specifically provided above without invoice or demand therefore, in lawful money of the United States of America, by check payable to District delivered or mailed to:

Greenville-Spartanburg Airport District  
Attn: Accounting Department  
2000 GSP Drive, Suite 1  
Greer, South Carolina 29651

In the event this Permit commences or terminates on other than the first or last day of any particular month, the amount due hereunder shall be pro rated.

**8. Obligations With Respect to Assigned Space.** The following applies to any space assigned by District to Airline hereunder:

(a) **Cleaning and Maintenance of Assigned Space.** Airline accepts the Assigned Space in its present condition, "as is," and at its sole cost and expense, shall be responsible for maintaining the Assigned Space in good, clean, neat and orderly condition and any installed systems in good operating order at all times. In the event Airline fails to perform its obligations hereunder, District shall have the right, but not the duty to enter Airline's Assigned Space and perform such cleaning and maintenance activities. If such right is exercised, Airline shall reimburse District within fifteen (15) days of the date District issues its invoice for such service.

At the end of the term or upon the earlier termination of this Permit, Airline shall deliver possession of the Assigned Space and all of the District's fixtures and equipment in their original condition in all respects, reasonable use and wear excepted. Airline agrees to reimburse District for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition.

**(b) Airline's Signs.** Airline shall not post any signs in the Assigned Space or at the Airport, which are in public view without obtaining the Director's prior written approval in each instance.

**(c) Airline's Property.** Any and all property belonging to, or brought onto the Airport by Airline, or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Airline. Subject to the prior approval of the District, Airline may place and install trade fixtures and other personal property in the Assigned Space for use in connection with its operations hereunder, and the same shall be and remain the property of Airline, PROVIDED however, that Airline shall be responsible for the cost of repairing any damage to the Assigned Space or any other District improvements which are caused by the removal of any such trade fixtures and personal property.

Notwithstanding the foregoing, if Airline is at any time in default hereunder, then District shall have the benefit of any statutory liens on Airline's property located in the Assigned Space which are available to it under the laws of the State of South Carolina, and Airline shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Permit have been cured.

**(d) District's Right to Enter.** District and its designated agents shall have the right to enter the Assigned Space at any reasonable time for any reasonable purpose.

**(e) Utilities and Services.** District will furnish the Assigned Space with utilities and services, except that District assumes no responsibility for the interruption of such services for any reason whatsoever.

**(f) Taxes and Assessments.** Airline shall pay, on or before the due date established therefor, all taxes and assessments imposed as a result of this Permit or attributable to Airline's activities at the Assigned Space or at the Airport. If this Permit is in effect for a period less than the entire period for which a tax or assessment is imposed, Airline shall pay a pro rated amount

calculated by dividing the number of days this Permit was in effect by the total number of days in the tax or assessment period. Airline's obligations under this Paragraph shall survive the expiration or earlier termination of this Permit.

**(g) Holding Over.** It is agreed that if Airline shall continue to occupy the Assigned Space or other areas of the Terminal Building after the termination of this Permit including a termination under Paragraph 16, Default, without the prior written consent of District, then such tenancy shall be a tenancy-at-sufferance, the District shall be entitled to double the then current monthly rent payable by Airline to the District, and acceptance by District of any sums after any such termination shall not constitute a renewal of this Permit or a consent to such occupancy, nor shall it waive District's right of re-entry or any other right available to it under the laws of the State of South Carolina or the provisions of this Permit.

**(h) District's Reserved Rights.** District reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor; PROVIDED, however, that the use and maintenance of such easements shall not materially adversely impact Airline's use of or operations in its Assigned Space.

**9. Access.** Airline and its officers, employees, agents and invitees shall, subject to the rules and regulations of the District, have the right of ingress and egress to and from the public areas of the Airport and Terminal and any Assigned Space. Airline further agrees to observe and comply with any and all federal, state and local statutes, ordinances and regulations applicable to Airline, the Airport, the Terminal and any Assigned Space.

**10. Security.** Airline covenants and agrees to observe and comply with all applicable regulations governing security at the Airport which now exist or may hereafter be promulgated from time to time, and shall control the Assigned Space or any space used provided to Airline by its Ground Handler so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport. Airline agrees to pay, or guarantees payment of all lawful fines or penalties as may be assessed by the District or against the District for violations of federal, state or local laws, ordinances, rules or regulations, or Airport Rules and Regulations by Airline, its Ground Handler or its employees within thirty (30) days after notice of such fines or



penalties; PROVIDED that Airline may reasonably contest such fines or penalties.

**11. Annual Reconciliation.** At the end of each of District's Fiscal Year, the District shall recalculate the airline rates and charges and upon the determination of any difference between the actual rentals, fees and charges paid by Airline during the preceding Fiscal Year and the rentals, fees and charges that would have been paid by Airline following such recalculation. District shall, in the event of overpayment, promptly return to Airline the amount of such difference and, in the event of underpayment, District shall invoice Airline for the amount of such difference. Said invoice shall be deemed delinquent if not paid and received by the District within fifteen (15) calendar days of the date of said invoice.

**12. Information to be Supplied by Airline.** At the beginning of each month Airline shall report to the District Airline's actual operating activity for the prior month by submitting a written report, included herein as Exhibit "C" or in such other form as the District may require. Such written activity report shall be furnished to the District without demand no later than the fifth (5<sup>th</sup>) business day of each month. Upon the request of the Director, but not more than annually, Airline agrees to provide the Director with a certification of the then current CMGLW for each aircraft type then operated by Airline. The acceptance by District of any payments from Airline shall not preclude District from verifying the accuracy of Airline's reports or be construed as a waiver of interest penalty due, if any.

**13. Release and Indemnification.**

**(a) Release.** Airline hereby expressly waives and releases District from any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any theft, fire, defect, deficiency or impairments of any of the services in or to the premises or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility.

**(b) Indemnity.** Airline releases and shall indemnify, protect, defend and hold completely harmless the District, its members, officers, directors, employees and agents, concessionaires, vendors and contractors ("Indemnified Parties") from and against any and all liabilities (including without limitation, liability under the Comprehensive Environmental

Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et seq., or any other federal, state or local environmental statute, ordinance, regulation or rule), losses, suits, claims, demands, judgments, fines, penalties, damages, costs and expenses (including all reasonable costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees prior to or after institution of legal proceedings and at both trial and appellate levels) which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, by reason or on account of:

- (i) damage to or destruction of the property of the District, or any property of, injury to or death of any person, resulting from or arising out of Airline's operations at the Airport, its use, occupancy, or maintenance of the Assigned Space or any improvements thereto, of Airline's operations thereon, the areas surrounding the Assigned Space, or the service areas, parking areas, pedestrian areas, pedestrian walks or driveways in or around the Assigned Space, or any environmental matters relating thereto; or
- (ii) the acts or omissions of Airline's officers, agents, employees, contractors, subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred; or
- (iii) actions arising out of the failure of Airline or its Ground Handler to keep, observe or perform any of the covenants or agreements contained in this Permit to be kept, observed or performed by Airline or its Ground Handler, except to the extent that such liability, loss, suit, claim, demand, judgment, fine, penalty, cost or expense was proximately caused solely by the negligence or willful misconduct of the District, or any person other than Airline, its Ground Handler or its officers, agents, employees, contractors, subcontractors, invitees or licensees.

The Director shall give Airline reasonable notice of any such claims or actions. The provisions of this Paragraph shall survive the expiration or earlier termination of the term of this Permit with respect to any acts or omissions occurring during the term of this Permit.

**14. Insurance Requirements.** Airline shall, at its own cost and expense, purchase, carry and keep in force during the term of this Permit automobile liability insurance and commercial general liability insurance protecting Airline, the District, its members, officers,

employees and agents of each, each of whom shall be named as additional insureds, but only as respects to operations of the named insured, as their interests may appear, from and against any and all liabilities arising out of or relating to Airline's operations on the Airport (whether such operations are by Airline or its contractors, or their agents, representatives or employees) and in such form and with such company or companies approved for issuance in the State of South Carolina as the District may reasonably approve, with a combined single limit (or its equivalent) coverage per occurrence in an amount of \$150,000,000, except \$25,000,000 each occurrence and in the annual aggregate with respect to non-passenger Personal Liability, with a deductible reasonably acceptable to the District, with a waiver of any right of subrogation that the insurer may have against the District, with contractual liability coverage for Airline's obligations to the District under this Permit. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance the District may possess, including any self-insured retention or deductible the District may have, and that any other insurance the District does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; PROVIDED, however, that this provision shall not operate to increase the policy limits of the insurance.

**(a) Fire and Extended Coverage Insurance - Passenger Terminal.** The District agrees to maintain in force during the term of this Permit fire and extended coverage insurance on the passenger Terminal and any additions, alterations, or modifications thereto and on all contents owned by the District usual and incidental to the passenger terminal for an amount of not less than the estimated full replacement value thereof.

Airline shall purchase similar insurance on, or shall self-insure, its contents, improvements, modifications, equipment, furnishings, betterments and other incidental personal property.

The District and Airline hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the aforementioned insurance on the passenger terminal or contents and personal property in, at or on the passenger Terminal. All such policies shall include a waiver of subrogation with respect to the provisions of this Agreement to the extent permitted by each party's insurance carrier.

Airline shall not do or permit to be done any act or thing upon the Airport which will invalidate or conflict with the above policies.

**(b) Airline Automobile Insurance.** Airline, without expense to District shall obtain and cause to be kept in force at all times during the term of this Permit, liability insurance in the form of primary and excess, or layered amounts of insurance covering the operation of Airline's automobiles and non-owned and leased vehicles at the Airport, issued by a recognized company or companies of sound and adequate financial responsibility approved by the District in an amount of \$5,000,000 for bodily injury and property damage liability for any one occurrence.

**(c) Workers' Compensation Insurance.** If the nature of Airline's use or business operations on the Airport is such as to place any or all of its employees under the coverage of local workers' compensation or similar statutes, Airline shall also keep in force, at its expense, for the term of this Permit, workers' compensation or similar insurance with a company or companies acceptable to the District affording the required statutory coverage and containing the requisite statutory limits.

**(d) Certificate(s) of Insurance.** At least three (3) business days prior to the commencement of the term of this Permit and at least ten (10) days prior to the expiration of any policy or policies theretofore provided hereunder by Airline, Airline shall cause its insurer to furnish the District with a certificate(s) of insurance, evidencing all of the insurance coverage required of Airline under the terms of this Permit. Such certificate(s) shall provide that the policies of insurance referred to therein shall not be subject to cancellation, lapse or other material change except after delivery of written notice by certified or registered mail to the District at least thirty (30) days prior to the effective date of such cancellation or material change. Airline, no later than thirty (30) days prior to the effective date of such cancellation, lapse or material change shall provide the District with substitute certificate(s) of insurance complying with this Permit.

**(e) Other.** Airline understands and agrees that the minimum limits of the insurance hereunder may become inadequate during the term of this Permit, and further agrees that the District may raise such minimum requirements to then current airport industry standards. If at any time Airline shall fail to obtain and maintain in force the insurance required herein, the District may, but shall have no obligation to, on written notice to Airline, obtain such insurance

for Airline's account and obtain reimbursement for the cost thereof fifteen (15) days after receipt of District's invoice therefore. Notwithstanding the foregoing, the District may elect to terminate this Permit immediately upon such failure by Airline.

**15. Assignment and Subletting.** Airline shall not assign this Permit or allow any other entity to sublet, occupy or use any of the Assigned Space without the written consent of the Director in each instance. No attempted assignment of this Permit or the Assigned Premises by Airline in violation of this provision shall be effective.

**16. Default.** In the event that Airline shall fail to remit, timely, any payment due to District under this Permit, or in the event that Airline or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Permit and such violation continues for, or reoccurs within a period of thirty (30) days after District has given written notice thereof to Airline, District may elect to terminate this Permit and resume possession of any space assigned to Airline, thereafter using the same for its own purposes without having to account to Airline therefor. In addition, District shall have any and all other rights or remedies available to it as a landlord under the applicable laws of the State of South Carolina by reason of any such default.

**17. Notice.** Notices to District or Airline provided for herein shall be hand delivered, sent by courier service providing a written record of the date of delivery or sent by certified or registered mail, postage prepaid, addressed to such party at its address first set forth above, or to such other address as such party may designate by written notice given in accordance with the requirements of this Paragraph. All notices to the District shall be sent to the attention of the Director.

**18. Discrimination Not Permitted.** Airline, for itself, its 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: (i) no person on the grounds of sex, religion, age, race, color, national origin, marital status or physical handicap shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Assigned Space or the Airport under the provisions of this Permit; (ii) that in the construction of any improvements on, over, or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the

benefits of, or otherwise be subjected to discrimination; and (iii) that Airline shall use the Assigned Space and the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Airline shall comply with laws of the State of South Carolina prohibiting discrimination because of sex, religion, age, race, color, national origin, marital status or physical handicap. Should Airline authorize another person, with the District's prior written consent where such consent is required pursuant to the terms of this Permit, to provide services or benefits upon the Assigned Space or the Airport, Airline shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this Paragraph. Airline shall furnish the original of such agreement to the District.

The District may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of the Airport, and Airline agrees that it will adopt any such requirement as a part of this Permit.

In the event of breach of any of the above non-discrimination covenants, the District shall have the right to terminate this Permit and to re-enter and repossess said Assigned Space, and hold the same as if this Permit had never been made or issued. The right granted to the District by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Further, Airline assures the District that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Airline also assures the District that it will require its covered suborganizations to

provide written assurances to the same effect and provide copies thereof to the District.

In addition, Airline assures the District that it will comply with pertinent statutes, executive orders and such rules as are promulgated by federal, state or local governing authorities to assure that no person shall, on the grounds of sex, religion, age, race, color, national origin, marital status or physical handicap be excluded from participating in any activity conducted at or in connection with its operations at the Assigned Space. Airline also assures the District that it will require its contractors and sublessees to provide assurances to the same effect and ensure that such assurances are included in contracts and subleases at all tiers which are entered into in connection with Airline's operations at the Assigned Space or the Airport.

**19. Miscellaneous.**

(a) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for Airline's right to possession of any Assigned Space, the rights granted under this Permit are non-exclusive.

(b) In the event that District elects to engage the services of an attorney to collect any sums due hereunder from Airline, or in the event the District is the prevailing party in any action to enforce any provision of this Permit or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Airline shall reimburse District for all reasonable costs, attorneys' fees and all other actual expenses incurred by the District in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

(c) This Permit shall be governed by and construed in accordance with the laws of the State of South Carolina. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(d) Airline hereby consents to the jurisdiction of the Courts of the State of South Carolina and of the Federal District Court for the District in which the Airport is located with respect to any action instituted by the District and arising against Airline under this Permit, and waives any objection which Airline may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such

court does not have any jurisdiction over Airline. Airline further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the District and arising against Airline under this Permit.

(e) Whenever the consent of District or Airline is required pursuant to this Permit, such consent shall not be unreasonably withheld, conditional or delayed. The written approval of the Director shall be sufficient in those matters where consent of the District is required pursuant to this Permit.

(f) This Permit represents the entire agreement of the parties concerning the subject matter contained in this Permit, and upon execution of the parties, terminates, cancels and supercedes all prior agreements between the District and Airline regarding such subject matter, except for any payments that may be due the District under any such prior agreement. Any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein.

This Permit may be altered or amended only by written instrument executed by both parties hereto.



**IN WITNESS WHEREOF**, this Permit has been duly executed by the parties on the day and year first above written and the parties intend to be legally bound by this Permit.

**GREENVILLE-SPARTANBURG AIRPORT  
DISTRICT**

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AIRLINE**

ATTEST:

\_\_\_\_\_

(Corporate Seal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

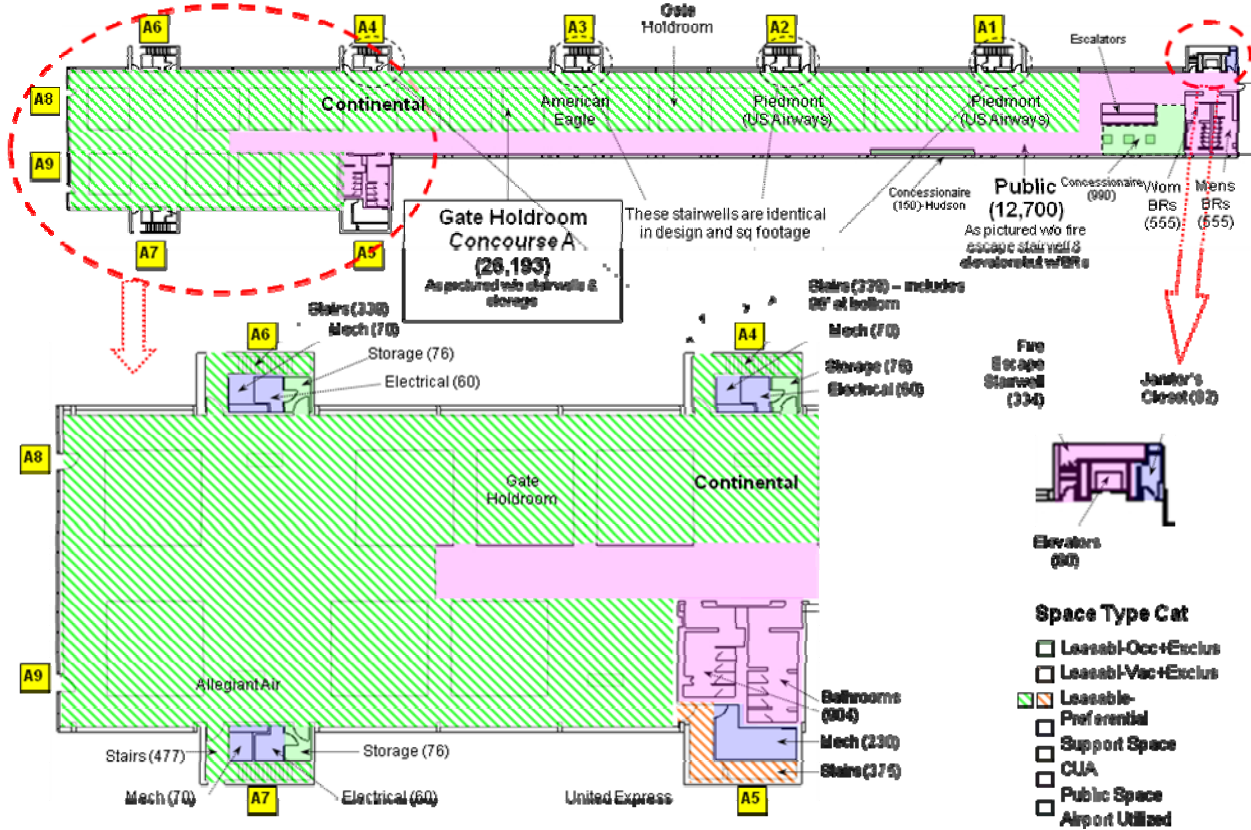
Date: \_\_\_\_\_

**EXHIBIT A**  
**GREENVILLE-SPARTANBURG AIRPORT DISTRICT**  
**GREENVILLE-SPARTANBURG INTERNATIONAL AIRPORT**  
**AIRLINE-AIRPORT USE PERMIT**

**DIAGRAM OF ASSIGNED SPACE OR**  
**COPY OF GROUND HANDLING AGREEMENT**

**Airline/Airport Use & Lease Agreement  
Greenville-Spartanburg International Airport**

**Exhibit B-3  
Gate Level – Concourse A**



**Airline/Airport Use & Lease Agreement  
Greenville-Spartanburg International Airport**

**Exhibit B-5  
Apron Level – S Operations  
pg 1 of 2**

