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2/08/07

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the Metropolitan Airports Commission (MAC) and Northwest Airlines (NWA or NAI) is to record the current status of the parties' discussions to resolve certain critical issues associated with NWA's bankruptcy filing and the ongoing operation of NWA at Minneapolis-St. Paul International Airport. This MOU is not intended to create legally binding commitments except that upon its execution both parties agree to enter into good faith negotiations, in an expedient manner, to implement the following terms and provisions, including without limitation the execution of definitive agreements, amendments or other documents to implement the matters contemplated by this MOU (collectively, the "Definitive Agreements").

1. Adjustments to Rates and Charges Methodology As Contained in the Airline Operating Agreement and Terminal Building Lease dated as of January 1, 1999 by and between the MAC and NWA (the "Airline Operating Agreement")

In order to reduce airline rates and charges through the term of the Airline Operating Agreement, MAC would agree to adjust its airline rates and charges methodology as follows:

- a. Recover capital investments by charging the rate base for the annual debt service costs plus reasonable amortization of commercial paper for rate base-related projects (including capital equipment) rather than on the basis of depreciation and interest;
- b. Apply PFCs to debt service on airfield GARBs to full extent of eligibility including Runway 17/35;
- c. Eliminate the agreed upon recovery of deferred charges for the Airline Payments per enplanement outlined in Section VI.C.2.e. of the Airline Operating Agreement;
- d. Prorate among the airline rate bases a \$15 million (escalated by 3% per year) annual deposit to a Repair and Replacement subaccount within the construction fund for major maintenance and minor capital projects.
- e. Rebate annual gross revenues for Food and Beverage, Merchandise, and Auto Rental concession revenues ("Selected Concessions") under the following schedule (all dollar amounts are for 2006 and will be escalated for future years at an approximate annual average of 4.2% in accordance with the JF Brown model methodology as shown on the attached Exhibit):

- (i) If annual gross revenues for the Selected Concessions are between \$25 million and \$32.299 million, 25% of gross revenues;
- (ii) If annual gross revenues for the Selected Concessions are above \$ 32.299 million, 25% of gross revenue up to \$32.299 million and 50% of gross revenues above \$32.299 million ;
- (iii) Reduced sharing of gross revenues if annual gross revenues for the Selected Concessions are below \$25 million;
 - \$24 million to \$24.99 million – 20%
 - \$23 million to \$23.99 million – 15%
 - \$22 million to \$22.99 million – 10%
 - \$21 million to \$21.99 million – 5%
- (iv) The total rebate amount shall be allocated among passenger airlines proportionate to their share of enplanements at MSP for the corresponding year and shall be structured as a post-year-end credit against terminal rents and charges;
- (v) MAC shall have the right to reduce the concession revenue sharing to the extent necessary so that the Net Revenues of the MAC after the concession revenue sharing will not be less than 1.25x total annual debt service for third-party financings including but not limited to all future and existing general obligation revenue bonds, airport revenue bonds, commercial paper and other debt instruments of the Metropolitan Airports Commission and those obligations specifically included on Exhibit A-1 attached hereto. In the event that the concession revenue sharing is reduced in any year, MAC will accrue such amount and credit the deferred revenue sharing to the airlines in the subsequent year to the extent that Net Revenues exceed the 1.25x floor;

2. NWA Lease Cancellation and Rent Reduction

- a. Amend existing Building B lease to include Hangars 6 and 7, the test cells, the VIP facility and a nominal amount of direct support shop space and parking in the east ramp (provided that such parking does not interfere with MAC's use of the remainder of the east ramp). Portion of premises retained by NWA to be leased at MAC ordinance rates plus nominal building rents. Indemnification and environmental provisions with respect to preexisting leased premises would continue for prior conduct.
- b. Reduce Building C rentals by \$1.969 million annually with a lease extension through 2020.

3. Other Operating Parameters/Agreements

- a. MAC and NWA will enter into a letter agreement authorizing the use of a single third-party handler for other airlines using gates G1-G10.
- b. As soon as reasonably practicably after finalization of this MOU, MAC Staff will proceed with presentation of an ordinance mechanism for consideration by the Commission that will limit the "MSP Contribution" to the MAC Reliever Airport system to (a) depreciation and interest for projects placed in service through 2005 plus (b) \$300,000 escalated annually by 3%.
- c. MAC will increase the minimum landing fee at MSP.
- d. In the event that the Commission after due consideration adopts ordinances consistent with items b. and c. NWA will drop its FCM revenue diversion complaint and agrees not to litigate (or support litigation) over the current FCM expansion program.
- e. Headquarters and Hub Covenants will be included in the Lease Amendment and the Building C lease. The Headquarters covenant shall define corporate headquarters as the office which constitutes (i) the principal office of NAI or any assignee holding substantially (90% or more) all of the assets of NAI from which its business is conducted and (ii) the principal office of NAI's or such other entity's CEO, CFO and majority of its other senior management team members. With respect to the Hub Covenant, NAI and its regional affiliate airlines which are party to an Airline Services Agreement with NAI shall be required to maintain at the Airport no less than an aggregate annual average of 227 daily departing Flights (as that term is defined in the GO 15 leases and which is 75% of the annual average number of daily departing Flights at the Airport from 2004 to 2006); the required percentage of connecting passengers as set forth in the GO 15 public policy covenants would not change.

4. Effective Date and Conditions

- a. It is the intent of the parties that the changes in the rate methodology set forth in Section 1 hereof (the "Rate Changes"), and the concession revenue sharing (the "Revenue Sharing" and, together with the Rate Changes, the "Savings"), shall be effective commencing January 1, 2006 and continuing through the term of each airline's Airline Operating Agreement. However, the parties acknowledge that receipt of any credits for the Savings under this proposal is expressly conditioned upon the entry of an order by the Bankruptcy Court in NWA's bankruptcy case (which would include an order confirming a plan of reorganization and which shall contain the provisions regarding effectiveness set forth herein) (the "Assumption Order") not later than September 30, 2007 approving the assumption by NWA of the executory agreements relating to GO15, GO13, the Airline Operating Agreement and Terminal Building Lease, and the other leases and executory agreements between NWA and MAC set forth on Exhibit C hereto (the "Assumed Agreements"). Within thirty (30) days after the later to occur of (i) the entry of the Assumption Order and (ii) approval by all of the Signatory

Airlines of the lease amendment to each airline's Airline Operating Agreement and any other documents (the "Lease Amendment") implementing the Savings (the "Effective Date"), MAC will (A) issue a credit to (i) each airline in an amount equal to the difference between the airline rates and charges calculated under the existing Airline Operating Agreements ("Existing Rate Structure") and such rates and charges calculated taking into account the Rate Changes (such difference, the "Rate Differential") for the period commencing January 1, 2006 through the Effective Date, (ii) each Signatory Airline for the amount of the Revenue Sharing for 2006 and any succeeding calendar year ending prior to the Effective Date with such credit issued upon the completion of the certified independent audits report for such year, and (iii) each airline for interest on the credit amounts referenced in (A)(i) and (A)(ii) above at MAC's actual earned overnight interest rate ("Applicable Interest Rate") from the period commencing on the later of NWA's execution of this MOU and Commission approval of this MOU (but in the case of 2006 Revenue Sharing, not earlier than the completion of the comprehensive annual financial report for 2006) ("Interest Commencement Date") through the date of the issuance of such credits, and (B) implement the terms of the Lease Amendment. Notwithstanding the foregoing, such credits will not be issued to NWA, NWA will continue to pay under the Existing Rate Structure and NWA will not receive any credits relating to the Revenue Sharing, until the 30th day after the date an order is entered by the Bankruptcy Court in NWA's bankruptcy becomes a final order approving a plan of reorganization and only if no Impairment has occurred ("NWA Effective Date"). From the Effective Date to the NWA Effective Date, NWA's Rate Differential and any credits relating to the Revenue Sharing will continue to accrue during such period and shall earn interest at the Applicable Rate commencing from the Interest Commencement Date. Upon the NWA Effective Date, MAC will issue to NWA a credit for the amounts accrued under this Section 4(a) together with interest as provided herein. In the event that the Assumption Order is not entered by the Bankruptcy Court in NWA's bankruptcy case by September 30, 2007, MAC shall have the right to withdraw the proposal, retain all of the credits and interest, and continue to calculate rates and charges in accordance with the Existing Rate Structure. The Assumption Order shall provide that the effectiveness of the assumption of the Assumed Agreements is conditioned upon the approval by all of the Signatory Airlines of the Lease Amendment.

- b. The Lease Amendment shall provide that, in the event any airline is not in compliance with its payment obligations under any agreement with the MAC, during the period following any applicable notice and cure period under such agreement and continuing until payment of any such amounts (the "Payment Default Period"), MAC will have the right, upon written notice to such airline (provided that if such airline is in bankruptcy, no notice shall be required for the effectiveness of the following although invoices shall reference the additional amounts due and the applicable rate that applies), to: (i) have such airline's payment obligations under the Airline Operating Agreement during the Payment Default Period revert to the Existing Rate Structure, and (ii) apply the amount of any Rate Differential for such airline during such period and the amount of any

accrued and unpaid Revenue Sharing credits (if any) due to such airline for such period (collectively, "Application") against any amounts owed by such airline to MAC to the extent necessary to cure such payment defaults; provided that, with respect to NWA, the MAC shall not have the rights set forth in this Paragraph 4.b. with respect to (i) any obligations of NWA under any existing agreements that are rejected by NWA in its current bankruptcy case, which shall not include any of the Assumed Agreements, (ii) any obligations of NWA relating to the MSP 2001/2005 special facilities bonds or the related special facilities lease; and (iii) any obligations of NWA under any agreement between NWA and a party other than MAC.

- c. The Lease Amendment of NAI and the Building C lease shall include the revised headquarters and hub covenants and shall provide, as the sole remedy for breach of either such covenant and, solely with respect to the hub covenant, subject to the force majeure exception set forth below, that NAI's concessions rebate (i.e., Revenue Sharing) and the Building C rental rate reduction will be eliminated in any year in which NAI violates either the headquarters or hub covenant (and, in the event any such violation continues for three consecutive years, or either such covenant is determined to be unenforceable, NAI's concessions rebate and Building C lease reduction will be eliminated permanently).

Force majeure: NAI shall not be deemed to be in default of the Hub Covenant if it is prevented from performing any of its obligations contained in the Hub covenant by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of the public enemy, prolonged unseasonable weather conditions and results of acts of nature, riots, rebellion, or sabotage, despite NAI's best efforts to comply. No force majeure provision shall apply to the headquarters covenant.

- d. To the extent needed, MAC may effect its rights under 4(b) above in any future bankruptcy involving an airline pursuant to the doctrines of setoff and/or recoupment.
- e. NWA agrees to pledge to the MAC its right to receive Revenue Sharing credits during the term of NWA's Airline Operating Agreement to secure its obligations related to GO15. MAC agrees to allow NWA's right to receive such Revenue Sharing credits to be treated as collateral to secure NWA's obligations with respect to GO15 and such right to receive such credits shall be valued for collateral purposes consistently with the valuation methodology for the Concourse G revenues previously pledged by NWA to the MAC. In addition, it shall be a default by NWA under the agreements with respect to GO15 if, as a result of any action taken by NWA in its bankruptcy case or any provision contained in a plan of reorganization that is confirmed by the Bankruptcy Court in NWA's bankruptcy case, there is: i) an impairment in the continuation of any liens securing NWA's obligations under the Assumed Agreements; ii) there is an impairment in the continuation of all guarantees of NWA's obligations under the Assumed Agreements (except as may be eliminated as a result of substantive consolidation or merger provided that, in the case of a guaranty provided by an

entity being merged into or consolidated with another entity, the guaranty remains with the surviving entity); iii) there is any change in the Public Policy Covenants; or iv) there is any change in any other terms of the GO 15 documents or the rights granted thereunder that have a material adverse impact on the MAC's rights thereunder, in each case only if, after receipt of reasonable notice from MAC that any of the events in (i), (ii) (iii) or (iv) above have occurred and NWA fails to provide adequate credit assurance on terms and conditions approved by MAC (collectively, an "Impairment"). In the event of any such Impairment, MAC shall be entitled, after all applicable notice and cure periods, to assert its rights under the GO15 agreements with respect to the collateral securing NWA's obligations with respect to GO15 including without limitation the Revenue Sharing credits.

- f. The parties agree to amend the GO 15 financing agreements to reduce the collateral requirements to 125% of the outstanding loan amount (calculated on an orderly liquidation basis). In the event collateral is valued in excess of 125%, MAC agrees to release collateral (in the order to be mutually agreed by the parties) so long as the remaining collateral value exceeds 125%.

5. Extension of Airline Operating Agreement

- a. MAC and NWA agree to extend NWA's Airline Operating Agreement (excluding the G Concourse) through 2020 upon the following conditions:
- (i) The "improved" Airline accommodation language included in Exhibit D would apply to all short term gates immediately, all new or additional gates as they are leased by NWA, and all gates leased by NWA beginning in 2016;
 - (ii) The \$50 million per year (in 2001 dollars) Contingency Fund agreed to in the Amendment to Airline Operating Agreement dated as of March 29, 2002 would be extended through 2020;
 - (iii) NWA agrees to move its short-term gates to Concourse D so that gates (D1 through D6) are short-term gates, provided MAC will take Gate D2 last.
 - (iv) 2016-2020 extension terms for the G Concourse will be discussed and determined at the time the 2020 Plan is incorporated into the Airline Operating Agreement recognizing that it is the objective of both parties that (i) MAC shall assume control of the G Concourse in 2016 and (ii) there shall be no substantive change in the net economic impact to either party.
- b. A similar lease extension will be offered to all other Signatory Airlines, which shall include (if applicable) MAC's agreement to reimburse the Signatory Airline for reasonable relocation expenses to the Humphrey Terminal. The offer to other Signatory Airlines will expire sixty days after the date NWA's Airline Operating Agreement is assumed in its bankruptcy case. The lease extension shall be in

addition to the proposed amendment to the Airline Operating Agreement, but execution of the lease extension shall not be a condition to entering into the Amendment with such Signatory Airlines.

- 6. NAI agrees to cooperate with MAC, including participation in mediation or requests for approval from FAA, in attempting to resolve the current noise litigation venued in Hennepin County District Court.
- 7. NWA Special Facility Bonds—See Exhibit B

ACCEPTED AND AGREED:

METROPOLITAN AIRPORTS COMMISSION

By John J. Lawrence

Date 2/19/07

NORTHWEST AIRLINES, INC.

By [Signature]

Date 3/12/07

EXHIBIT A

JF BROWN MODEL METHODOLOGY

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Forecast</u> <u>Selected</u> <u>Concession</u> <u>Revenues</u>	32,298	32,871	34,432	35,970	37,575	39,152	41,005	42,835	44,749	46,747	48,834	51,014	53,293	55,673	58,159

EXHIBIT B

Survival of Indemnification

The provisions of Section VII (INDEMNIFICATION) of the Special Facilities Lease between MAC and NWA, dated as of June 1, 2001, except for subparagraph (a) of such Section ("Surviving Indemnifications"), shall survive the confirmation of any plan of reorganization for NWA ("Plan") and claims under the Surviving Indemnifications shall not be disallowed solely by reason of Bankruptcy Code sections 502(b)(9) and (c) or the bar date. Any claims by MAC under the Surviving Indemnifications ("Surviving Indemnification Claims") will be treated and paid as general unsecured claims. If any Surviving Indemnification Claims are allowed after any distribution has been made to general unsecured creditors, MAC will receive (on the distribution date following the allowance of any such Surviving Indemnification Claim) the consideration and of the value that would have been distributed with respect to such allowed Surviving Indemnification Claims if they had been allowed at the time any such previous distributions had been made, or, at NWA's election, cash in an amount equal to the value of such consideration on the date it would have been distributed to MAC. NWA will not contest the validity or enforceability of the Surviving Indemnifications (except as enforceability may be limited by bankruptcy, insolvency or any other proceeding affecting creditors' rights generally (including NWA's current proceeding, but excluding this Agreement)). The provisions of this paragraph shall be binding on any trustee that may be appointed in the NWA bankruptcy case and shall remain binding without regard to any determination in the adversary proceeding brought by NWA seeking, among other things, recharacterization of the 2001/2005 Special Facilities Bonds, and without regard to any rejection, termination or modification of the Special Facilities Lease. Any dispute as to the allowed amount of any Surviving Indemnification Claims shall be determined in the manner provided in the Plan for determining disputes as to the allowed amount of general unsecured claims of the amount claimed by MAC, or, if no such manner is prescribed, in the manner determined by the court having jurisdiction of NWA's bankruptcy case at the time MAC makes its first Surviving Indemnification Claims.

EXHIBIT C

NWA Assumption of Agreements and Survival of Obligations

1. All Executory contracts that were entered into in connection with the GO15 and GO13 Bonds, excluding adequate protection stipulations.
2. All other obligations and agreements related to the GO 15 and GO 13 Bonds including but not limited to all guaranties, security agreements, mortgages and other documents shall remain unimpaired and fully enforceable following assumption of the GO 15 and GO 13 executory contracts
3. Airline Operating Agreement and Terminal Building Lease dated as of January 1, 1999 (as amended)
4. Main Base Agreement dated as of March 5, 1956 as amended (a.k.a. Building B Lease)
5. Republic Airlines, Inc. Main Base Lease and Agreement dated as of December 19, 1966 as amended (a.k.a. Building C Lease)
6. Lease Agreement dated as of October 6, 1969 as amended (a.k.a. Building F Lease)
7. Runway 12R De-Icing Operations Center Site Agreement dated as of December 2003
8. Runway 30R De-Icing Operations Center Agreement dated as November 2001
9. Deicing Operations Center Agreement dated as of April 1998 as amended (a.k.a. 12L Deicing Operations Center Lease)
10. Runway 17/35 Glycol Reclamation Facility Agreement dated as of August 2004.
11. Lease and Fuel Agreement as Restated and Amended for Aviation Fuel Facilities dated February 1, 2005.

[the parties will confirm the list of Assumed Agreements in connection with preparation of the Definitive Agreements]

EXHIBIT D**ACCOMMODATION LANGUAGE****ACCOMMODATION OF REQUESTING AIRLINES AND IRREGULAR OPERATIONS.**

1. Thirty days in advance of each schedule change AIRLINE shall provide MAC with a copy of the published schedule and a gate plot showing all times when aircraft are scheduled to be utilizing each Preferential Use gate, including aircraft type, projected arrival and departure times, and point of origin or destination, including activities by subtenants or airlines being accommodated.
2. In furtherance of the public interest of having the Airport's capacity fully and more effectively utilized, it is recognized by AIRLINE and MAC that (i) AIRLINE shall be prohibited from subleasing any of its Premises to another Airline without the prior written consent of MAC and (ii) from time to time during the term of this Agreement it may become necessary for the AIRLINE to accommodate another Airline within its Premises or for MAC unilaterally to require AIRLINE to accommodate another Airline(s) within AIRLINE's Premises as follows:
 - a. To comply with any applicable rule, regulation, order or statute of any governmental entity that has jurisdiction over MAC, and to comply with federal grant assurances applicable to MAC.
 - b. To implement a Capital Project at the Airport.
 - c. To facilitate the providing air services at the Airport by an Airline ("Requesting Airline") when no Airline serving the Airport is willing to accommodate the Requesting Airline's operational needs or requirements for facilities at reasonable costs or on other reasonable terms.
 - d. To accommodate the irregular activity ("Irregular Need") of another Airline.
 - e. To accommodate the Irregular Need of AIRLINE. To the extent possible, AIRLINE shall accommodate its Irregular Need on their Preferential Use gate(s). When such activity may not be accommodated on AIRLINE'S Preferential Use gate(s), AIRLINE shall seek accommodation from other Airline's on its own through coordination amongst airline supervisors and managers. In the event accommodation cannot be found on another Airline's premises, AIRLINE may seek assistance from MAC. MAC's options shall include assigning use of non-leased gate premises or referring AIRLINE to MAC's agent responsible for managing MAC's remote parking locations. For an Irregular Need, MAC shall not be responsible for unilaterally accommodating an Airline on another

Airline's leased premises. AIRLINE will be responsible for payment of all applicable fees and charges including, if applicable, appropriate FIS charges in connection with such accommodation.

- f. To accommodate a flight that has declared an emergency and such flight shall have priority over all other flight scheduling.
3. In responding to a request for facilities for either a Requesting Airline or to accommodate Irregular Need, MAC shall first work with the Requesting Airline or Airline seeking accommodation of Irregular Need to use existing Common Use Space or unassigned space, if any is available.
 4. When necessary, MAC shall make a determination as to whether any Airline has underutilized facilities or capacity available. In making such determination MAC shall not be arbitrary and capricious. Such determinations by MAC shall take into consideration the following:
 - a) The then existing utilization of AIRLINE's Premises (including any requirements for spare gates and accommodation of AIRLINE's Affiliates) and any bona fide plan of AIRLINE or any other Airline for the increased utilization of the AIRLINE's Premises to be implemented within twelve (12) months thereafter (any non-public information provided by AIRLINE regarding planned or proposed routes, schedules or operations shall be treated as confidential by MAC to the maximum extent permitted by law).
 - b) The need for compatibility among the current schedules, flight times, operations, operating procedures and equipment of AIRLINE (and its Affiliate(s)) or any other Airline and those of the Requesting Airline or the Airline seeking accommodation of Irregular Need, as well as the need for labor harmony.
 - c) During irregular operations, AIRLINE'S scheduled operations will have priority over any accommodated Airline on its Premises.
 - d) Any flights scheduled on AIRLINE's Preferential use gate(s) must vacate the gate at least 45 minutes before the next use by AIRLINE.
 - e) The maximum gate occupancy by narrowbody aircraft for a Requesting Airline or an Airline seeking accommodation of Irregular Need shall be 45 minutes for an arrival, 45 minutes for a departure, or 1 hour and 30 minutes for a combined turn.
 - f) The maximum scheduled gate occupancy by widebody aircraft for a Requesting Airline or an Airline seeking accommodation of Irregular Need shall be 1 hour for an arrival, 1 hour for a departure, or 2 hours for a combined turn.

- g) Any aircraft occupying a gate longer than the above timeframes may be required to vacate the gate to accommodate other operations. Should this occur, upon AIRLINE's request MAC will notify the Airline being accommodated as soon as MAC becomes aware of the requirement, but in any event no later than 15 minutes before the time that actual vacating is required. Failure to vacate shall result in the imposition of additional overtime fees by AIRLINE to the accommodated Airline. If an Airline being accommodated does not vacate a gate as required, and AIRLINE requires the use of such gate, upon AIRLINE's request MAC shall instruct Airline to remove its aircraft to another location leased by the Airline or to a remote location as designated by MAC's agent. If failure of the accommodated Airline to remove its aircraft results in AIRLINE requiring remote parking from MAC, MAC shall invoice the accommodated Airline for any remote parking fees that would be charged to AIRLINE.
- h) Before MAC accommodates a Requesting Airline within AIRLINE's Premises, MAC must give AIRLINE 10 days prior written notice of its intent. AIRLINE must accept accommodation or notify MAC within five (5) days after AIRLINE's receipt of such notice that it wishes to meet with MAC to show cause why the accommodation should not be made.
5. The accommodated Airline shall be responsible for the payment of all applicable fees and charges for such use, including but not limited to appropriate FIS charges and overtime fees.
6. In the event that any portion of AIRLINE's Premises are used to accommodate another Airline or Irregular Need
- a) AIRLINE shall be authorized to charge Airline a reasonable accommodation fee.
- b) Each accommodated Airline shall be responsible for (i) ensuring that its agents, employees, and contractors are properly qualified prior to operating any and (ii) securing jetway doors upon completion of use.
- c) AIRLINE shall not be required to indemnify and save harmless MAC, its employees or agents with regard to any claim for damages or personal injury arising out of any accommodated Airline's use of AIRLINE's premises, unless caused by the negligence of AIRLINE;
- d) AIRLINE shall not be liable to any accommodated Airline or any of its agents, employees, servants or invitees, for any damage to persons or property due to the condition or design or any defect in the Premises which may exist or subsequently occur, and such accommodated Airline, with respect to it and its agents, employees, servants and

invitees shall be deemed to have expressly assumed all risk and damage to persons and property, either proximate or remote, by reason of the present or future condition or use of AIRLINE'S Premises. Further, such accommodated Airline shall be deemed to have agreed agrees to release, indemnify, hold harmless and defend AIRLINE, the MAC, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all suits, claims, actions, damages, liabilities and expenses (including, without limitation, attorneys' fees, costs and related expenses) for bodily or personal injury or death to any persons and for any loss of, damage to, or destruction of any property, including loss of use, incidental and consequential damage thereof, arising out of or in any manner connected with the use of AIRLINE'S Premises by such accommodate Airline or any of User's agents, representatives, employees, contractors or invitees, whether or not occurring or arising out of the negligence, whether sole, joint, concurrent, comparative, active, passive, imputed or any other type, of AIRLINE, MAC or their respective officers, directors, employees or agents; however, the foregoing indemnification shall not apply to any claim or liability resulting from the gross negligence or willful misconduct of AIRLINE, its officers, directors, employees or agents.

- e) MAC shall be responsible for ensuring that such accommodated Airline has in full force and effect MAC's required insurance coverages.
7. In the event of a labor stoppage or other event which results in the cessation or substantial reduction in AIRLINE's flights operations at the Airport, AIRLINE will immediately take all reasonable efforts, including but not limited to, moving of aircraft or equipment, providing access to AIRLINE's holdrooms and jet bridges or anything else in AIRLINE's control, in order to accommodate the operations of other Airlines providing air service to the Airport; provided that: (a) AIRLINE at all times will have access to its premises and equipment for operational reasons and (b) AIRLINE shall not be required to take any action which would interfere with its ability to re-institute service upon cessation of labor stoppage or other event. Subject to a mutually acceptable agreement between MAC and AIRLINE covering such use, AIRLINE shall have the right to charge reasonable fees and to require reasonable advance payment for such use of AIRLINE's gates, holdroom areas, and loading bridges (and any such fees not in excess of 115% of the rates and charges payable by AIRLINE hereunder for such premises shall be deemed reasonable).
8. The foregoing shall not be deemed to abrogate, change, or affect any restrictions, limitations or prohibitions on assignment or use of the AIRLINE'S Premises by others under this Agreement and shall not in any manner affect, waive or change any of the provisions thereof.