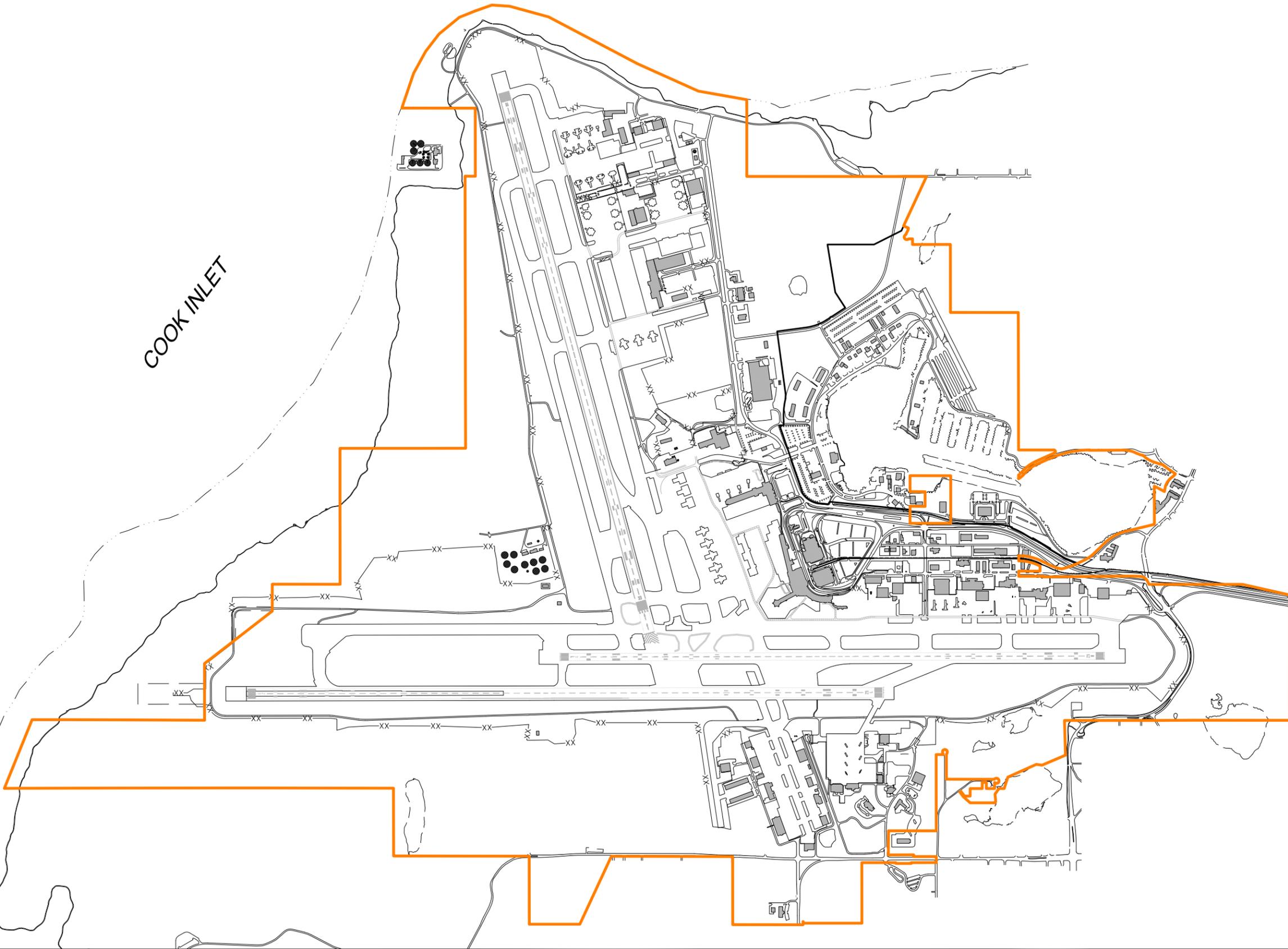




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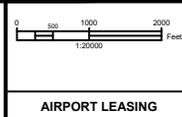
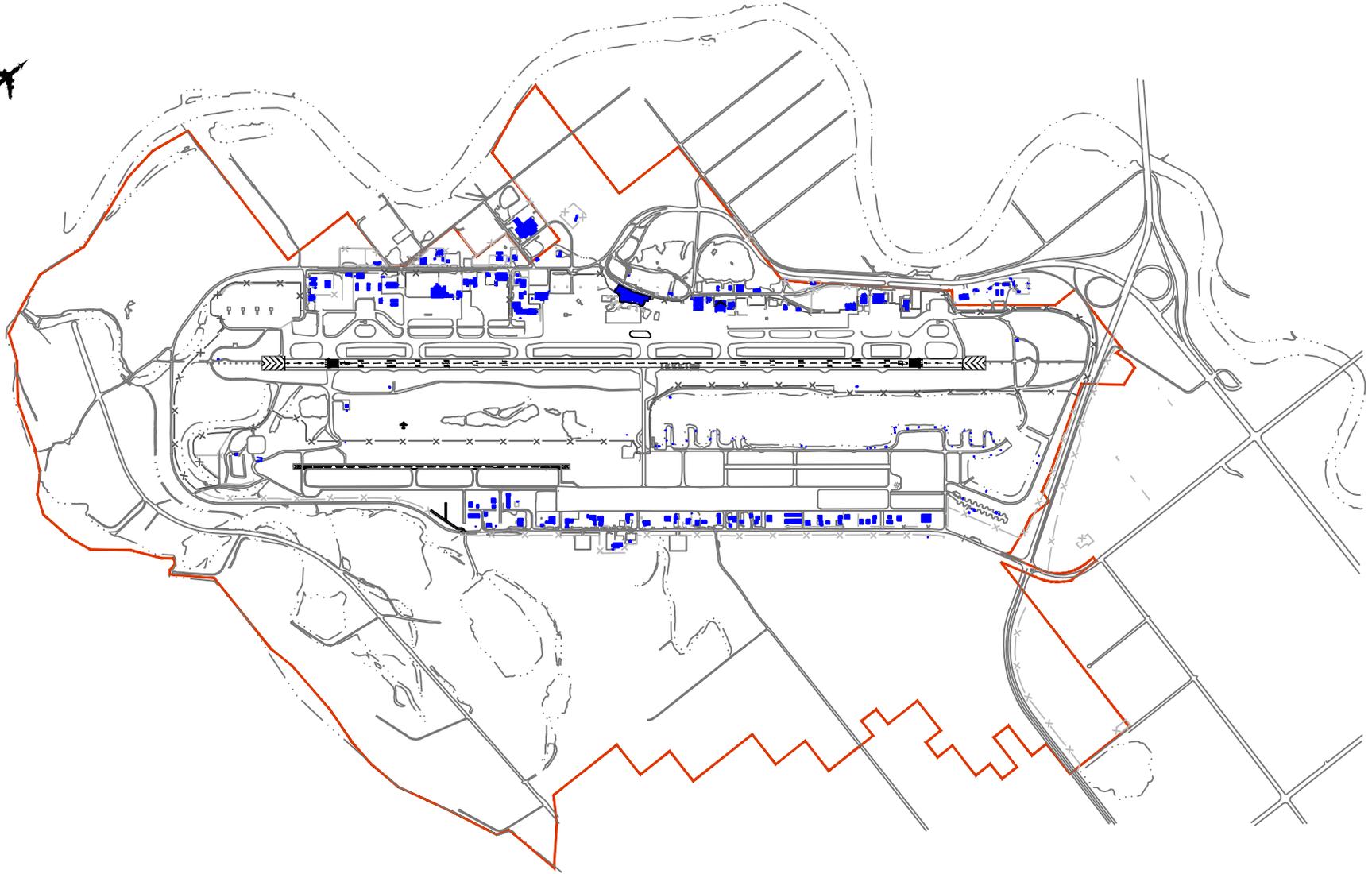
STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES



EXHIBIT A
ANC Property Drawing
2023 OAPTL

DATED: July 1, 2023

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AIRPORT LEASING

STATE OF ALASKA
 DEPARTMENT OF TRANSPORTATION
 AND PUBLIC FACILITIES

EXHIBIT B
 FAI Property Boundary
 2023 OAPTL

Dated: July 1, 2023 - Revision 0

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EXHIBIT C1

AIAS General Categories Projects (GCP) Allowances Descriptions

ANC Airfield Pavement Reconstruction and Maintenance

Reconstruct airfield pavement, including runways, taxiways, taxilanes, aircraft parking aprons, as it reaches the end of its useful life and perform maintenance work such as crack filling and sealing and spot repairs. The rehabilitation consists of excavating the existing structural section and replacing with a structural section that is designed for the current aircraft mix that use the pavement, including possible widening, as well as disposal of any contaminated soils, repaving, lighting, striping, signage, and storm drainage.

ANC Equipment

Purchase equipment (primarily heavy airfield maintenance equipment, miscellaneous airport vehicles, etc.) to replace equipment that has reached or will reach the end of its useful life and additional equipment and vehicles as necessary to meet the operational and support needs of the Airport.

ANC Environmental Projects

This project consists of capital projects associated with ensuring ANC maintains compliance with all local, state, and federal environmental laws. This would cover projects such as contaminated sites needing remediation, installing treatment and mitigation measures for storm water, monitoring of storm water from the Airport and prevention of deicing fluids from entering the storm water system, maintaining spill prevention and response equipment for ANC tanks, upgrade and maintain UST as they relate to environmental requirements, air quality monitoring and mitigation to comply with state and federal Clean Air Act requirements, hazardous waste monitoring and compliance, and necessary specialized environmental consulting and construction services to meet the changing and updated environmental laws and regulatory response actions to environmental compliance investigations.

ANC Information Technology Improvements

Install new/updated technologies and replace aging or no longer supported hardware on a regular basis to increase the likelihood that airport operations are not hindered by delays in data, information transmission and access.

ANC Facility Improvements, Renovations and Upgrades

Provide miscellaneous facility improvements, renovations, and upgrades associated with normal deterioration, equipment failures, mechanical upgrades, changing operational needs, changing security requirements, enhanced aesthetics, and other modifications at any of the airport owned building-type facilities. Examples of the types of projects that may be undertaken include replacement of automatic and overhead doors, lighting fixtures, escalators and elevators, HVAC/mechanical, telecommunications, security, roofing, and access systems.

ANC Annual Improvements

Miscellaneous non-building-related improvements, replacements, and repairs, such as paving, signing, site work, landscaping, and drainage and other utilities. Typical projects result from weather damage, new security requirements, Federal requirements, changed operating requirements by the airlines, minor changes to airport operating procedures, and general airport deficiencies not previously identified.

ANC Advanced Project Design and Planning

Provides planning analysis, financing plans, preliminary engineering, environmental, surveying, geotechnical investigation, cost estimating, feasibility analysis, and design of potential future capital improvement projects. This is needed to do advance work on projects to better define their need, scope, cost and benefit prior to initiation of the design and construction.

FAI Airfield Pavement Reconstruction and Maintenance

Reconstruct airfield pavement, including runways, taxiways, taxilanes, aircraft parking aprons, as it reaches the end of its useful life and perform maintenance work such as crack filling and sealing and spot repairs. The rehabilitation consists of excavating the existing structural section and replacing with a structural section that is designed for the current aircraft mix that use the pavement, including possible widening, as well as disposal of any contaminated soils, repaving, lighting, striping, signage, and storm drainage.

FAI Equipment

Purchase airport equipment (primarily heavy airfield maintenance equipment, miscellaneous airport vehicles, etc.) to replace equipment that has reached or will reach the end of its useful life and and additional equipment and vehicles as necessary to meet the operational and support needs of the Airport.

FAI Environmental Projects

This project consists of capital projects associated with ensuring FAI maintains compliance with all local, state, and federal environmental laws. This would cover projects such as contaminated sites needing remediation, installing treatment and mitigation measures for storm water, monitoring of storm water from the Airport and prevention of deicing fluids from entering the storm water system, maintaining spill prevention and response equipment for FAI tanks, upgrade and maintain UST as they relate to environmental requirements, air quality monitoring and mitigation to comply with state and federal Clean Air Act requirements, hazardous waste monitoring and compliance, and necessary specialized environmental consulting and construction services to meet the changing and updated environmental laws and regulatory response actions to environmental compliance investigations..

FAI Information Technology Improvements

Install new/updated technologies and replace aging or no longer supported hardware on a planned basis to increase the likelihood that airport operations are not hindered by delays in data, information transmission and access.

FAI Facility Improvements, Renovations, and Upgrades

Provide miscellaneous facility improvements, renovations, and upgrades associated with normal deterioration, equipment failures, mechanical upgrades, changing operational needs, changing security requirements, enhanced aesthetics, and other modifications at any of the airport owned building-type facilities. Examples of the types of projects that may be undertaken include replacement of automatic and overhead doors, lighting fixtures, escalators and elevators, HVAC/mechanical, telecommunications, security, roofing, and access systems.

FAI Annual Improvements

Miscellaneous non-building-related improvements, replacements, and repairs, such as paving, signing, site work, landscaping, fencing, drainage, and other utilities. Typical projects result from weather damage, new security requirements, Federal requirements, changed operating requirements by the airlines, minor changes to airport operating procedures, and general airport deficiencies not previously identified.

FAI Advanced Project Design and Planning

Provides planning analysis, financing plans, preliminary engineering, environmental, surveying, geotechnical investigation, cost estimating, feasibility analysis, and design of potential future capital improvement projects. This is needed to do advance work on projects to better define their need, scope, cost and benefit prior to initiation of the design and construction.

EXHIBIT C2
GENERAL CATEGORIES PROJECTS ALLOWANCE SCHEDULE
2023-2033 OAPTL
7/1/2023 - Revision 0

ANC CIP													
PNF	Description	2024			2025			2026			2027		
		AIP	Rate Based	Total									
	ANC Airfield Pavement Reconstruction and Maintenance	\$41,640,728	\$7,231,138	\$48,871,866	\$44,555,579	\$7,737,318	\$52,292,897	\$47,674,469	\$8,278,930	\$55,953,399	\$51,011,682	\$8,858,455	\$59,870,137
	ANC Equipment	\$1,856,124	\$2,643,876	\$4,500,000	\$1,986,053	\$2,828,947	\$4,815,000	\$2,125,076	\$3,026,974	\$5,152,050	\$2,273,832	\$3,238,862	\$5,512,694
	ANC Environmental Projects	\$0	\$200,000	\$200,000	\$0	\$214,000	\$214,000	\$0	\$228,980	\$228,980	\$0	\$245,009	\$245,009
	ANC Information Technology Improvements	\$0	\$2,000,000	\$2,000,000	\$0	\$2,140,000	\$2,140,000	\$0	\$2,289,800	\$2,289,800	\$0	\$2,450,086	\$2,450,086
	ANC Facility Improvements, Renovations and Upgrades	\$0	\$2,673,419	\$2,673,419	\$0	\$2,860,558	\$2,860,558	\$0	\$3,060,797	\$3,060,797	\$0	\$3,275,053	\$3,275,053
	ANC Annual Improvements	\$0	\$2,468,230	\$2,468,230	\$0	\$2,641,006	\$2,641,006	\$0	\$2,825,877	\$2,825,877	\$0	\$3,023,688	\$3,023,688
	ANC Advanced Project Design and Planning	\$0	\$1,500,000	\$1,500,000	\$0	\$1,605,000	\$1,605,000	\$0	\$1,717,350	\$1,717,350	\$0	\$1,837,565	\$1,837,565
	ANC 2024-2033 CIP TOTALS	\$43,496,852	\$18,716,663	\$62,213,515	\$46,541,632	\$20,026,829	\$66,568,461	\$49,799,546	\$21,428,707	\$71,228,253	\$53,285,514	\$22,928,717	\$76,214,231

FAI CIP													
PNF	Description	2024			2025			2026			2027		
		AIP	Rate Based	Total									
	FAI Airfield Pavement Reconstruction and Maintenance	\$281,250	\$18,750	\$300,000	\$300,938	\$20,063	\$321,000	\$322,003	\$21,467	\$343,470	\$344,543	\$22,970	\$367,513
	FAI Equipment	\$862,500	\$1,193,500	\$2,056,000	\$3,184,421	\$661,694	\$3,846,115	\$2,698,406	\$1,071,204	\$3,769,610	\$3,189,938	\$1,259,123	\$4,449,060
	FAI Environmental Projects	\$0	\$300,000	\$300,000	\$0	\$321,000	\$321,000	\$0	\$343,470	\$343,470	\$0	\$367,513	\$367,513
	FAI Information Technology Improvements	\$0	\$200,000	\$200,000	\$0	\$214,000	\$214,000	\$0	\$228,980	\$228,980	\$0	\$245,009	\$245,009
	FAI Facility Improvements, Renovations and Upgrades	\$0	\$300,000	\$300,000	\$0	\$321,000	\$321,000	\$0	\$343,470	\$343,470	\$0	\$367,513	\$367,513
	FAI Annual Improvements	\$0	\$469,577	\$469,577	\$0	\$502,447	\$502,447	\$0	\$537,619	\$537,619	\$0	\$575,252	\$575,252
	FAI Advanced Project Design and Planning	\$0	\$200,000	\$200,000	\$0	\$214,000	\$214,000	\$0	\$228,980	\$228,980	\$0	\$245,009	\$245,009
	FAI 2024-2033 CIP TOTALS	\$1,143,750	\$2,681,827	\$3,825,577	\$3,485,358	\$2,254,204	\$5,739,562	\$3,020,409	\$2,775,189	\$5,795,599	\$3,534,481	\$3,082,387	\$6,616,868

	AIAS 2024-2033 CIP TOTALS	\$44,640,602	\$21,398,490	\$66,039,092	\$50,026,990	\$22,281,034	\$72,308,023	\$52,819,955	\$24,203,897	\$77,023,852	\$56,819,995	\$26,011,104	\$82,831,099
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EXHIBIT C2
GENERAL CATEGORIES PROJECTS A
2023-2033 OAI
7/1/2023 - Revisi

ANC CIP													
PNF	Description	2028			2029			2030			2031		
		AIP	Rate Based	Total									
	ANC Airfield Pavement Reconstruction and Maintenance	\$54,582,500	\$9,478,547	\$64,061,047	\$58,403,275	\$10,142,045	\$68,545,320	\$62,491,504	\$10,851,988	\$73,343,493	\$66,865,910	\$11,611,627	\$78,477,537
	ANC Equipment	\$2,433,000	\$3,465,582	\$5,898,582	\$2,603,310	\$3,708,173	\$6,311,483	\$2,785,542	\$3,967,745	\$6,753,287	\$2,980,530	\$4,245,487	\$7,226,017
	ANC Environmental Projects	\$0	\$262,159	\$262,159	\$0	\$280,510	\$280,510	\$0	\$300,146	\$300,146	\$0	\$321,156	\$321,156
	ANC Information Technology Improvements	\$0	\$2,621,592	\$2,621,592	\$0	\$2,805,103	\$2,805,103	\$0	\$3,001,461	\$3,001,461	\$0	\$3,211,563	\$3,211,563
	ANC Facility Improvements, Renovations and Upgrades	\$0	\$3,504,307	\$3,504,307	\$0	\$3,749,608	\$3,749,608	\$0	\$4,012,081	\$4,012,081	\$0	\$4,292,927	\$4,292,927
	ANC Annual Improvements	\$0	\$3,235,346	\$3,235,346	\$0	\$3,461,820	\$3,461,820	\$0	\$3,704,148	\$3,704,148	\$0	\$3,963,438	\$3,963,438
	ANC Advanced Project Design and Planning	\$0	\$1,966,194	\$1,966,194	\$0	\$2,103,828	\$2,103,828	\$0	\$2,251,096	\$2,251,096	\$0	\$2,408,672	\$2,408,672
	ANC 2024-2033 CIP TOTALS	\$57,015,500	\$24,533,727	\$81,549,227	\$61,006,585	\$26,251,088	\$87,257,673	\$65,277,046	\$28,088,664	\$93,365,710	\$69,846,439	\$30,054,871	\$99,901,310

FAI CIP													
PNF	Description	2028			2029			2030			2031		
		AIP	Rate Based	Total									
	FAI Airfield Pavement Reconstruction and Maintenance	\$368,661	\$24,577	\$393,239	\$394,468	\$26,298	\$420,766	\$422,080	\$28,139	\$450,219	\$451,626	\$30,108	\$481,734
	FAI Equipment	\$1,082,372	\$2,500,203	\$3,582,575	\$1,553,840	\$496,279	\$2,050,119	\$2,260,041	\$428,870	\$2,688,911	\$802,500	\$2,035,140	\$2,837,640
	FAI Environmental Projects	\$0	\$393,239	\$393,239	\$0	\$420,766	\$420,766	\$0	\$450,219	\$450,219	\$0	\$481,734	\$481,734
	FAI Information Technology Improvements	\$0	\$262,159	\$262,159	\$0	\$280,510	\$280,510	\$0	\$300,146	\$300,146	\$0	\$321,156	\$321,156
	FAI Facility Improvements, Renovations and Upgrades	\$0	\$393,239	\$393,239	\$0	\$420,766	\$420,766	\$0	\$450,219	\$450,219	\$0	\$481,734	\$481,734
	FAI Annual Improvements	\$0	\$615,520	\$615,520	\$0	\$658,606	\$658,606	\$0	\$704,708	\$704,708	\$0	\$754,038	\$754,038
	FAI Advanced Project Design and Planning	\$0	\$262,159	\$262,159	\$0	\$280,510	\$280,510	\$0	\$300,146	\$300,146	\$0	\$321,156	\$321,156
	FAI 2024-2033 CIP TOTALS	\$1,451,034	\$4,451,096	\$5,902,130	\$1,948,308	\$2,583,734	\$4,532,042	\$2,682,122	\$2,662,447	\$5,344,569	\$1,254,126	\$4,425,068	\$5,679,194

	AIAS 2024-2033 CIP TOTALS	\$58,466,534	\$28,984,823	\$87,451,357	\$62,954,893	\$28,834,823	\$91,789,715	\$67,959,168	\$30,751,112	\$98,710,279	\$71,100,565	\$34,479,939	\$105,580,504
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EXHIBIT C2
GENERAL CATEGORIES PROJECTS A
2023-2033 OAF
7/1/2023 - Revisi

ANC CIP											
PNF	Description	2032			2033			Total			
		AIP	Rate Based	Total	AIP	Rate Based	Total	AIP	Rate Based	Total	% AIP
	ANC Airfield Pavement Reconstruction and Maintenance	\$71,546,523	\$12,424,441	\$83,970,965	\$76,554,780	\$13,294,152	\$89,848,932	\$575,326,951	\$99,908,642	\$675,235,593	0.85
	ANC Equipment	\$3,189,167	\$4,542,671	\$7,731,838	\$3,412,408	\$4,860,658	\$8,273,066	\$25,645,041	\$36,528,975	\$62,174,016	0.41
	ANC Environmental Projects	\$0	\$343,637	\$343,637	\$0	\$367,692	\$367,692	\$0	\$2,763,290	\$2,763,290	0.00
	ANC Information Technology Improvements	\$0	\$3,436,372	\$3,436,372	\$0	\$3,676,918	\$3,676,918	\$0	\$27,632,896	\$27,632,896	0.00
	ANC Facility Improvements, Renovations and Upgrades	\$0	\$4,593,432	\$4,593,432	\$0	\$4,914,972	\$4,914,972	\$0	\$36,937,154	\$36,937,154	0.00
	ANC Annual Improvements	\$0	\$4,240,879	\$4,240,879	\$0	\$4,537,740	\$4,537,740	\$0	\$34,102,171	\$34,102,171	0.00
	ANC Advanced Project Design and Planning	\$0	\$2,577,279	\$2,577,279	\$0	\$2,757,689	\$2,757,689	\$0	\$20,724,672	\$20,724,672	0.00
	ANC 2024-2033 CIP TOTALS	\$74,735,690	\$32,158,712	\$106,894,402	\$79,967,188	\$34,409,822	\$114,377,010	\$600,971,992	\$258,597,800	\$859,569,792	0.70

FAI CIP											
PNF	Description	2032			2033			Total			
		AIP	Rate Based	Total	AIP	Rate Based	Total	AIP	Rate Based	Total	% AIP
	FAI Airfield Pavement Reconstruction and Maintenance	\$483,240	\$32,216	\$515,456	\$517,067	\$34,471	\$551,538	\$3,885,876	\$259,058	\$4,144,934	0.94
	FAI Equipment	\$1,785,563	\$1,072,515	\$2,858,077	\$2,603,110	\$2,989,780	\$5,592,890	\$20,022,690	\$13,708,307	\$33,730,997	0.59
	FAI Environmental Projects	\$0	\$515,456	\$515,456	\$0	\$551,538	\$551,538	\$0	\$4,144,934	\$4,144,934	0.00
	FAI Information Technology Improvements	\$0	\$343,637	\$343,637	\$0	\$367,692	\$367,692	\$0	\$2,763,290	\$2,763,290	0.00
	FAI Facility Improvements, Renovations and Upgrades	\$0	\$515,456	\$515,456	\$0	\$551,538	\$551,538	\$0	\$4,144,934	\$4,144,934	0.00
	FAI Annual Improvements	\$0	\$806,821	\$806,821	\$0	\$863,298	\$863,298	\$0	\$6,487,886	\$6,487,886	0.00
	FAI Advanced Project Design and Planning	\$0	\$343,637	\$343,637	\$0	\$367,692	\$367,692	\$0	\$2,763,290	\$2,763,290	0.00
	FAI 2024-2033 CIP TOTALS	\$2,268,802	\$3,629,737	\$5,898,540	\$3,120,177	\$5,726,009	\$8,846,185	\$23,908,566	\$34,271,699	\$58,180,266	0.41

	AIAS 2024-2033 CIP TOTALS	\$77,004,492	\$35,788,449	\$112,792,941	\$83,087,365	\$40,135,830	\$123,223,195	\$624,880,559	\$292,869,500	\$917,750,058	0.68
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**EXHIBIT D
MINIMUM UTILIZATION RATE SCHEDULE**

TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT		
Percentage of Airport Administered A.A.P.P. to Total A.A.P.P.	Regional Aircraft Parking Position	Narrow Body or Larger Aircraft Parking Position
	Annual Seats Per A.A.P.P.	Annual Seats Per A.A.P.P.
20% or more:	25,000	50,000
Less than 20%, but more than 10%:	35,000	75,000
10% or less:	45,000	100,000

FAIRBANKS INTERNATIONAL AIRPORT		
Percentage of Airport Administered A.A.P.P. to Total A.A.P.P.	Regional Aircraft Parking Position	Narrow Body or Larger Aircraft Parking Position
	Annual Seats Per A.A.P.P.	Annual Seats Per A.A.P.P.
35% or more:	15,000	50,000
Less than 35%, but more than 20%:	15,000	100,000
20%:	15,000	150,000
Less than 20%, but more than 10%:	20,000	150,000
10% or less:	25,000	150,000

A.A.P.P. = Adjacent Aircraft Parking Positions

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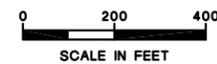
REMOTE PARKING POSITIONS			
POSITION NUMBER	AREA SQ. FT.	DESIGNATION	DESIGN AIRCRAFT
R2	53,490	AIRPORT ADMINISTERED	747-400
R3	64,140	AIRPORT ADMINISTERED	747-400
R4	60,470	AIRPORT ADMINISTERED	747-400
R7	62,820	AIRPORT ADMINISTERED	747-400
R8	68,380	AIRPORT ADMINISTERED	747-8
R9	68,380	AIRPORT ADMINISTERED	747-8
R10	68,380	AIRPORT ADMINISTERED	747-8
R11	64,960	AIRPORT ADMINISTERED	747-8
R12	64,960	AIRPORT ADMINISTERED	747-8
R13	68,380	AIRPORT ADMINISTERED	747-8
R14	64,960	AIRPORT ADMINISTERED	747-8



NORTH TERMINAL PARKING POSITIONS			
POSITION NUMBER	AREA SQ. FT.	DESIGNATION	DESIGN AIRCRAFT
N1	69,900	AIRPORT ADMINISTERED	747-300
N2	32,840	AIRPORT ADMINISTERED	737-900
N3	53,820	AIRPORT ADMINISTERED	747-300
N4	57,520	AIRPORT ADMINISTERED	747-400
N5	53,820	AIRPORT ADMINISTERED	747-300
N6	53,250	AIRPORT ADMINISTERED	747-400
N7	57,270	AIRPORT ADMINISTERED	747-300
N8	51,580	AIRPORT ADMINISTERED	747-400

SOUTH TERMINAL PARKING POSITIONS			
POSITION NUMBER	AREA SQ. FT.	DESIGNATION	DESIGN AIRCRAFT
B1 *	25,000	AIRPORT ADMINISTERED	737-900
B3 *	46,950	AIRPORT ADMINISTERED	767-400
B4 *	32,950	AIRPORT ADMINISTERED	757-300
B5	35,590	PREFERENTIAL - UNITED	757-300
B6	40,830	PREFERENTIAL - DELTA	767-400
B7 *	32,160	PREFERENTIAL - AMERICAN	757-200
B8 *	41,740	PREFERENTIAL - DELTA	A330-300
B9 *	37,720	AIRPORT ADMINISTERED	767-300
B10 *	35,150	AIRPORT ADMINISTERED	757-300
C1	30,440	PREFERENTIAL - ALASKA	737-900
C2	32,030	PREFERENTIAL - ALASKA	737-900
C3	33,140	PREFERENTIAL - ALASKA	737-900
C4	33,010	PREFERENTIAL - ALASKA	737-900
C5	36,880	PREFERENTIAL - ALASKA	737-900
C6	35,300	PREFERENTIAL - ALASKA	737-900
C7	32,570	PREFERENTIAL - ALASKA	737-900
C8	32,320	PREFERENTIAL - ALASKA	737-900
C9	32,810	PREFERENTIAL - ALASKA	737-900
L1	48,060	PREFERENTIAL - CONOCO	
L2-E1	16,040	PREFERENTIAL - GRANT	
L2-E2	16,020	AIRPORT ADMINISTERED	
A11	16,100	AIRPORT ADMINISTERED	
A12	20,650	PREFERENTIAL - RAVN	
A13	19,580	PREFERENTIAL - RAVN	
A14	20,300	PREFERENTIAL - RAVN	
A15	19,580	PREFERENTIAL - RAVN	
A16	20,840	PREFERENTIAL - RAVN	

* DENOTES GATE EQUIPPED WITH CUPPS



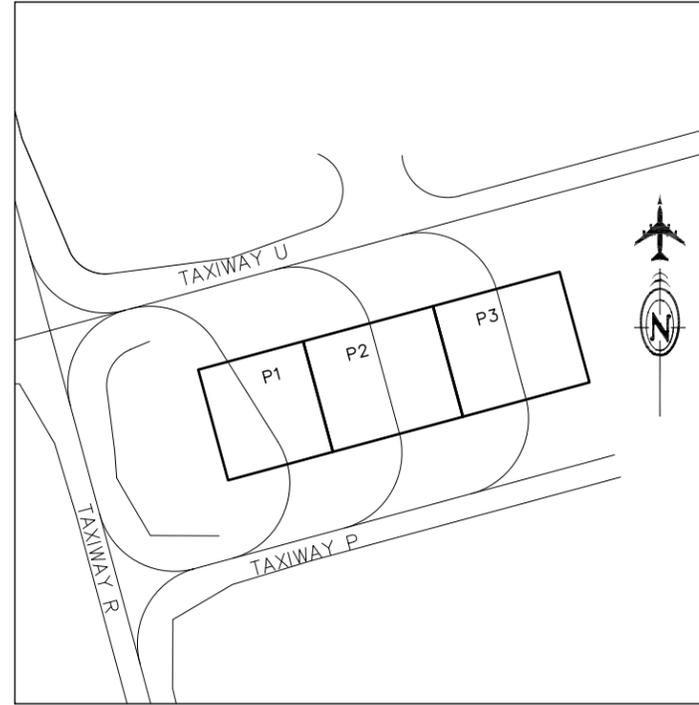
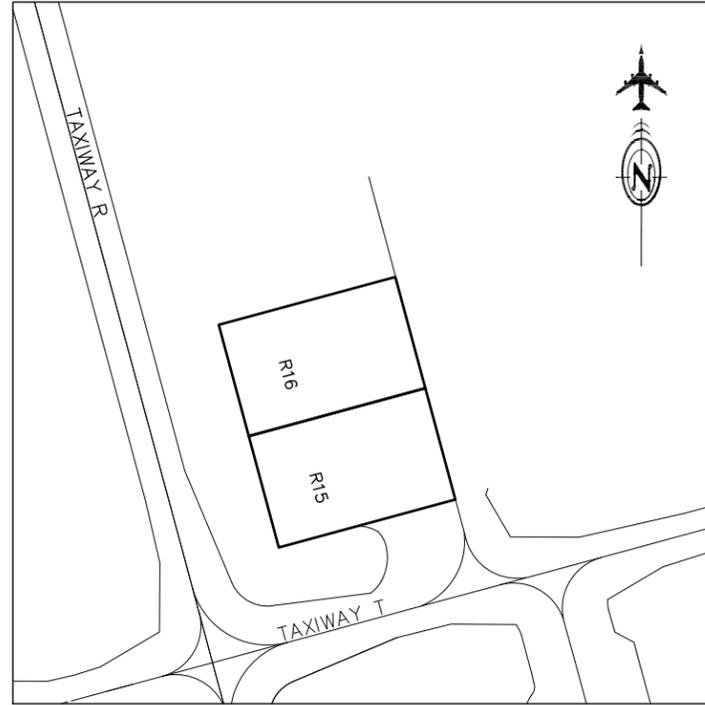
AIRPORT LEASING

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

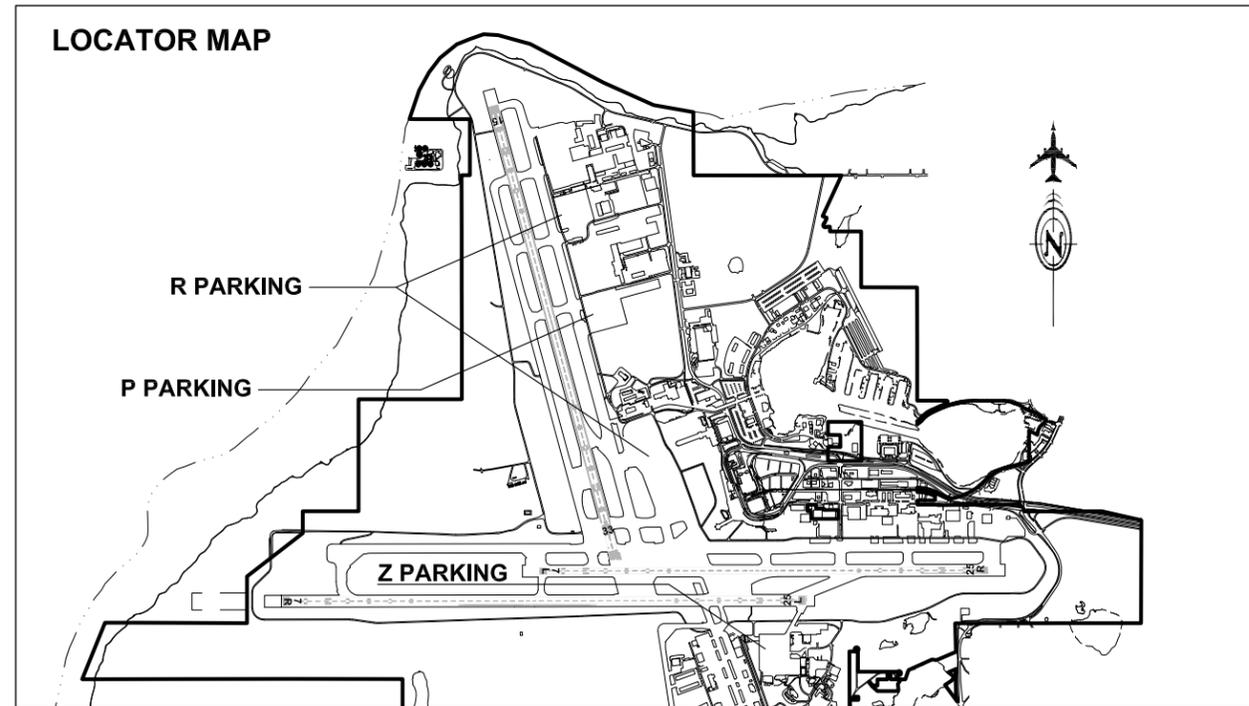
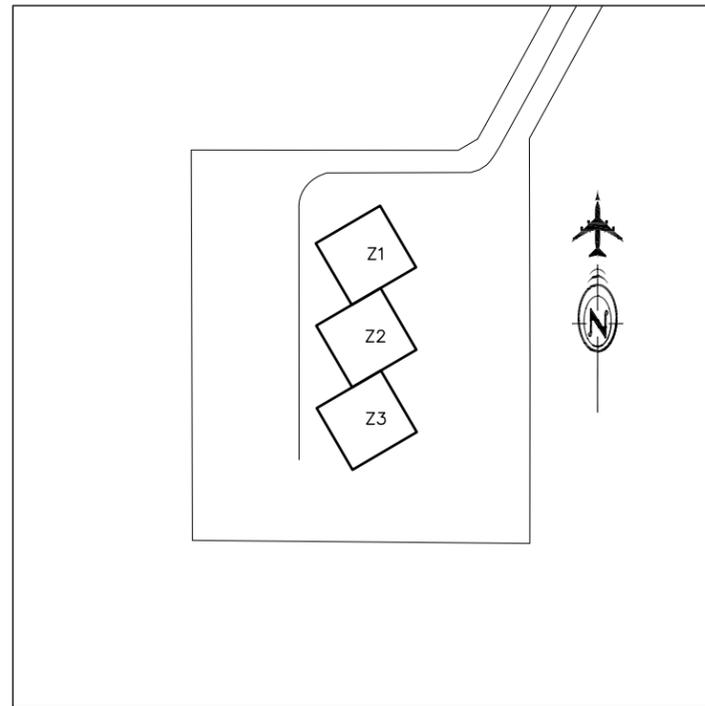


EXHIBIT I
ANC Aircraft Parking Positions
2023 OAPT
DATED: July 1, 2023

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of
2



REMOTE PARKING POSITIONS			
POSITION NUMBER	AREA SQ. FT.	DESIGNATION	DESIGN AIRCRAFT
R15	100,670		747-400
R16	100,670		747-400
P1	59,440	AIRPORT ADMINISTERED	747-400
P2	73,610	AIRPORT ADMINISTERED	A380-800
P3	71,710	AIRPORT ADMINISTERED	A380-800
Z1	25,350	AIRPORT ADMINISTERED	C130
Z2	25,350	AIRPORT ADMINISTERED	C130
Z3	25,350	AIRPORT ADMINISTERED	C130



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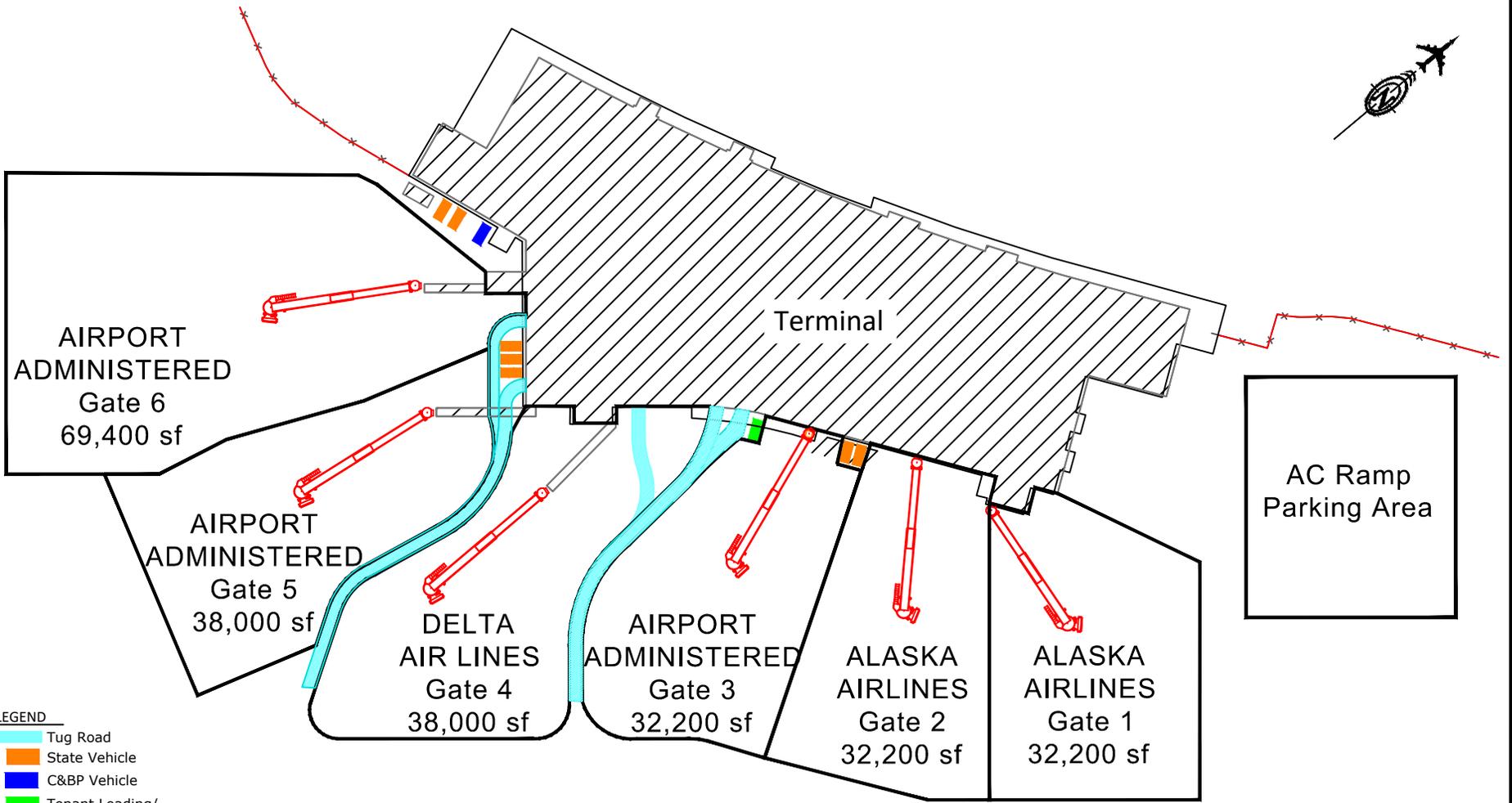
AIRPORT LEASING

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

EXHIBIT I
ANC Aircraft Parking Positions
2023 OAPTL

DATED: July 1, 2023

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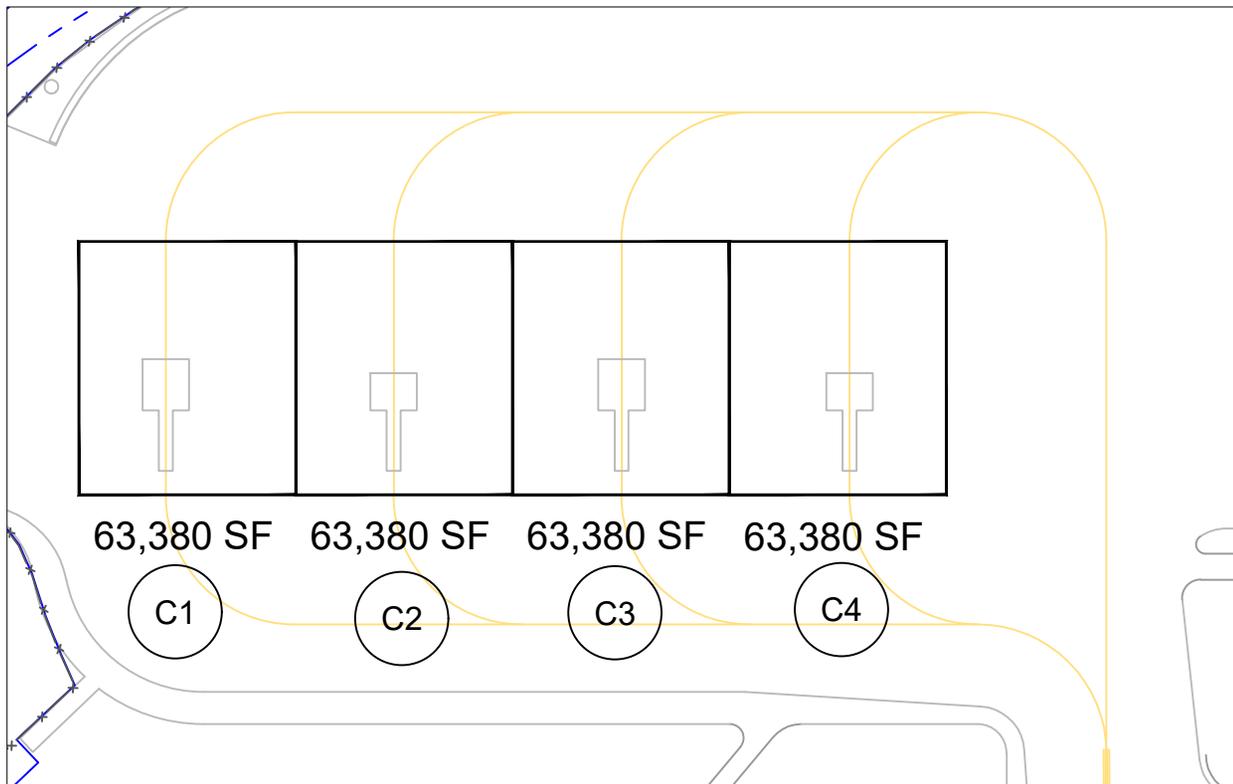


- LEGEND**
- Tug Road
 - State Vehicle
 - C&BP Vehicle
 - Tenant Loading/Unloading Vehicle

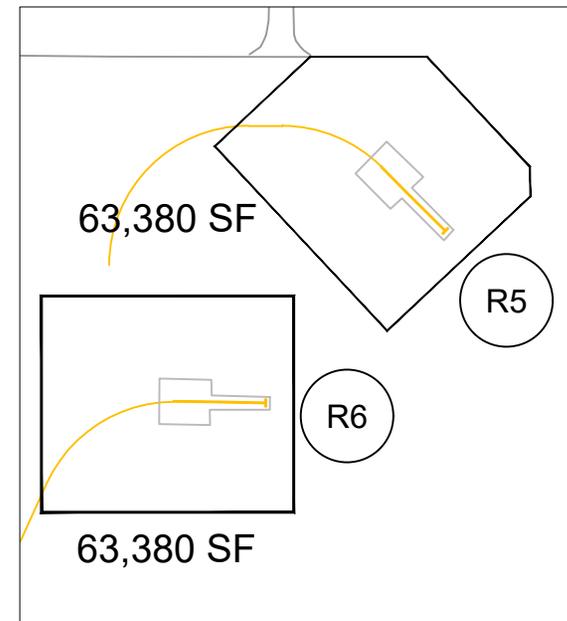
Future pavement improvements TBD
 Airport Administered square footage TBD based on future improvements.

<p>AIRPORT LEASING</p>	<p>STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES</p> <p>Fairbanks International Airport <small>AeroNexus®</small></p>	<p>EXHIBIT J1 FAI Airfield Parking - Aircraft 2023 OAPTL</p> <p>Dated: July 1, 2023 - Revision 0</p>	<p>SHEET 1 / of 2</p>
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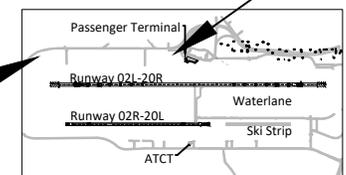
Heavy Cargo Apron



Ramp Cargo

Heavy Cargo Apron

Ramp Cargo



FAI Location Key

Areas rounded to nearest 10'.



AIRPORT LEASING



EXHIBIT J2
FAI Airfield Parking - Aircraft
2023 OAPTL
Dated: July 1, 2023 - Revision 0

SHEET
2 /
of
2

EXHIBIT M
AIAS COST ALLOCATION METHODOLOGY

A. Annual Debt Service and Debt Service Coverage

Unless provided otherwise in this Agreement, Annual Debt Service and Debt Service Coverage will be allocated to the cost centers established pursuant to this Agreement that contain Capital Projects financed by Bonds in the same proportion that the construction cost of such Capital Projects bears to the total construction cost of Capital Projects financed by Bonds. Annual Debt Service and Debt Service Coverage that is properly attributable to more than one cost center (other than the Aircraft Ramp Cost Center) will be allocated based on the proportion the Annual Debt Service and Debt Service Coverage directly charged to each cost center bears to the total of Annual Debt Service and Debt Service Coverage directly charged to all cost centers in that Fiscal Year.

B. Fund Deposit Requirements

Fund Deposit Requirements, wherever possible, will be charged directly to the cost centers established pursuant to this Agreement (other than Aircraft Ramp Cost Center) for which the obligations have been or will be incurred. Fund Deposit Requirements that cannot be directly charged to cost centers shall be allocated among cost centers on the same basis as indirect M&O Expenses are allocated as described in C.1.

C. M&O Expenses Associated with Multiple Cost Centers

1. M&O Expenses (including DOT&PF's administrative overhead) will be charged to budgetary components for each airport comprising the Airports System: Administration; Operations; Safety; Facilities; Field and Equipment; and Environmental budgetary components, and then allocated, among the cost centers (other than the Aircraft Ramp Cost Center) in accordance with historic State custom and practice. Wherever possible, unless provided otherwise in this Agreement, M&O Expenses will be directly charged to the cost centers for which services are or will be rendered. When it is not practicable to accurately charge such expenses directly, or in the case of M&O Expenses that cannot be charged to specific cost centers, an allocation will be made, as described in Paragraph B hereof.

2. The cost of fringe benefits that are related to the cost of DOT&PF personnel assigned exclusively to the Airports System, as well as the cost of DOT&PF's administrative overhead (including general supervisory costs and expenses of services to the Airports System provided by non-DOT&PF State personnel) and expenses attributable to multiple cost centers, shall be allocated among the cost centers (other than the Aircraft Ramp Cost Center) in the same proportion by which direct expenses are charged, or in such reasonable alternative proportion as DOT&PF may determine.

EXHIBIT N1

AIAS PRE-BALLOTING PROCESS

Pre-balloting Process

The Alaska International Airport System (AIAS) and the Signatory Airlines wish to establish a process to promote mutual communication, transparency, and understanding prior to the initiation of the Signatory Airline Vote process described in Section 6.03 of the Agreement. Toward those objectives the parties have agreed to the framework as described in this Exhibit N1, subject to future modification by the AIAS in consultation with the AAAC.

It is the intent and expectation that throughout the process, the AIAS will provide sufficient information to allow the Signatory Airlines to gain a good understanding of the project scope, timing, justification, and impact on airline rates and fees. It is the intent and expectation that throughout the process the AAAC through their designees will provide prompt identification of issues and continue ongoing formal and informal dialogue as necessary to gain an understanding of the project before the balloting process begins.

It is expected that the AIAS will consider and balance the implications for rates and fees, long-term cost implications, condition of AIAS assets, and impact on service levels, when determining the phasing of capital projects including projects funded within the General Categories Projects (GCP) Allowances. Each year during the budget process, Airport Directors, the AIAS Controller and the Department of Transportation & Public Facilities Deputy Commissioner will review the projects that have been planned for the current and upcoming fiscal year considering activity, need, and other industry, market, and economic factors.

Generally, the process and timeframes will be:

1. AIAS drafts a Project Nomination Form (PNF) as presented within this Exhibit N then emails the draft PNF to the AAAC Airline Technical Representative (ATR)
2. AAAC ATR Review and Response (14 days)
 - a. Comments
 - b. Requests clarification
 - c. Requests additional information
3. AIAS Response (7 days)
 - a. Responds to all comments and requests
 - b. Provides a revised draft PNF
4. AAAC ATR Final Comments (7 days)
 - a. Provides second-round of final comments, requests for clarification, and/or requests for additional information, if necessary

- b. Second-round comments or requests will be directly related to the AIAS initial responses only
- 5. AIAS Response (7 days)
 - a. Responds to all second-round comments and requests
 - b. Provides a revised PNF
- 6. AIAS Presentation to AAAC
 - a. At a Quarterly AAAC Meeting, AIAS presents the proposed project to the Signatory Airlines and answers any questions
 - b. AIAS may skip Step 6.a. when unexpected/unforeseen needs arise requiring urgent action
 - c. Ballot is distributed in accordance with Section 6.03.

EXHIBIT N2 AIAS Project Nomination Form			DATE	BALLOT (B) OR NOTIFICATION (N) PROJECT
AIRPORT / PROJECT TITLE				
TOTAL PROJECT COST (\$000) \$	GRANTS (\$000) \$	RATE-BASED (\$000) \$	PFC (\$000) \$	COST CENTER
CONSTRUCTION YEAR	ACIP CODES	ACIP RANK	PROJECT SPONSOR	

DESCRIPTION OF PROPOSED WORK:

PROJECT JUSTIFICATION:

BUSINESS CASE:

BENEFICIARY:

IMPACTS TO OTHER AIAS PROJECTS AND DEPARTMENTS:

M&O EXPENSE:

COST ESTIMATE:
 \$XX,000,000 (\$XX,XXX,XXX Grants, \$X,XXX,XXX Rate-based) \$XXX,XXX ineligible federal costs are included in the Rate-based share to cover...

IMPACT TO FEES:
 To be determined by AIAS Controller.

ADDITIONAL INFORMATION:

PREPARED BY:

**EXHIBIT N3
AIAS Project Ballot Form**

Distribution Date: _____

In accordance with Article 6, Section 6.03, of the Alaska International Airports System Airline (AIAS) Operating Agreement and Passenger Terminal Lease, first effective, July 1, 2023 (“Agreement”), each eligible Signatory Airline is entitled to vote to approve or to disapprove a Capital Project, as defined in the Agreement, that is neither pre-approved under the Agreement nor exempt under Section 6.03 of the Agreement.

By close of business on the second business day after the close of the 30-day voting period, the AIAS Controller (Controller) or designee will provide by email to the AAAC Chairperson(s) a written certification of the vote including copies of the eligible Signatory Airlines’ receipt-marked ballots reflecting such vote. The AAAC Chairperson(s) shall confirm ballot results by email to the Controller within two days of receipt of certification.

To be counted, a marked ballot signed by an authorized representative of a Signatory Airline must be submitted to the Controller or his designee within thirty (30) days of ballot Distribution Date by hand delivery or email. A proposed Capital Project is deemed approved unless certified and confirmed balloting results show that an eligible Airline Majority, as defined in the Operating Agreement and as of the ballot Distribution Date, has timely voted disapproval of that Capital Project.

AIRPORT	PROJECT	ESTIMATED COST (USD in \$1,000's) BY FUND SOURCE					TOTAL	APPROVE	DISAPPROVE
		AIP	PFC	IARF	GARB	OTHER			
ANC		\$					\$		
ANC		\$					\$		
ANC		\$					\$		
ANC		\$					\$		
ANC		\$					\$		
	ANC TOTAL	\$	\$	\$	\$	\$	\$		
FAI		\$					\$		
FAI		\$					\$		
FAI		\$					\$		
FAI		\$					\$		
FAI		\$					\$		
	FAI TOTAL	\$	\$	\$	\$	\$	\$		
	AIAS TOTAL								

SIGNATORY AIRLINE NAME _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

TITLE _____

DATE _____

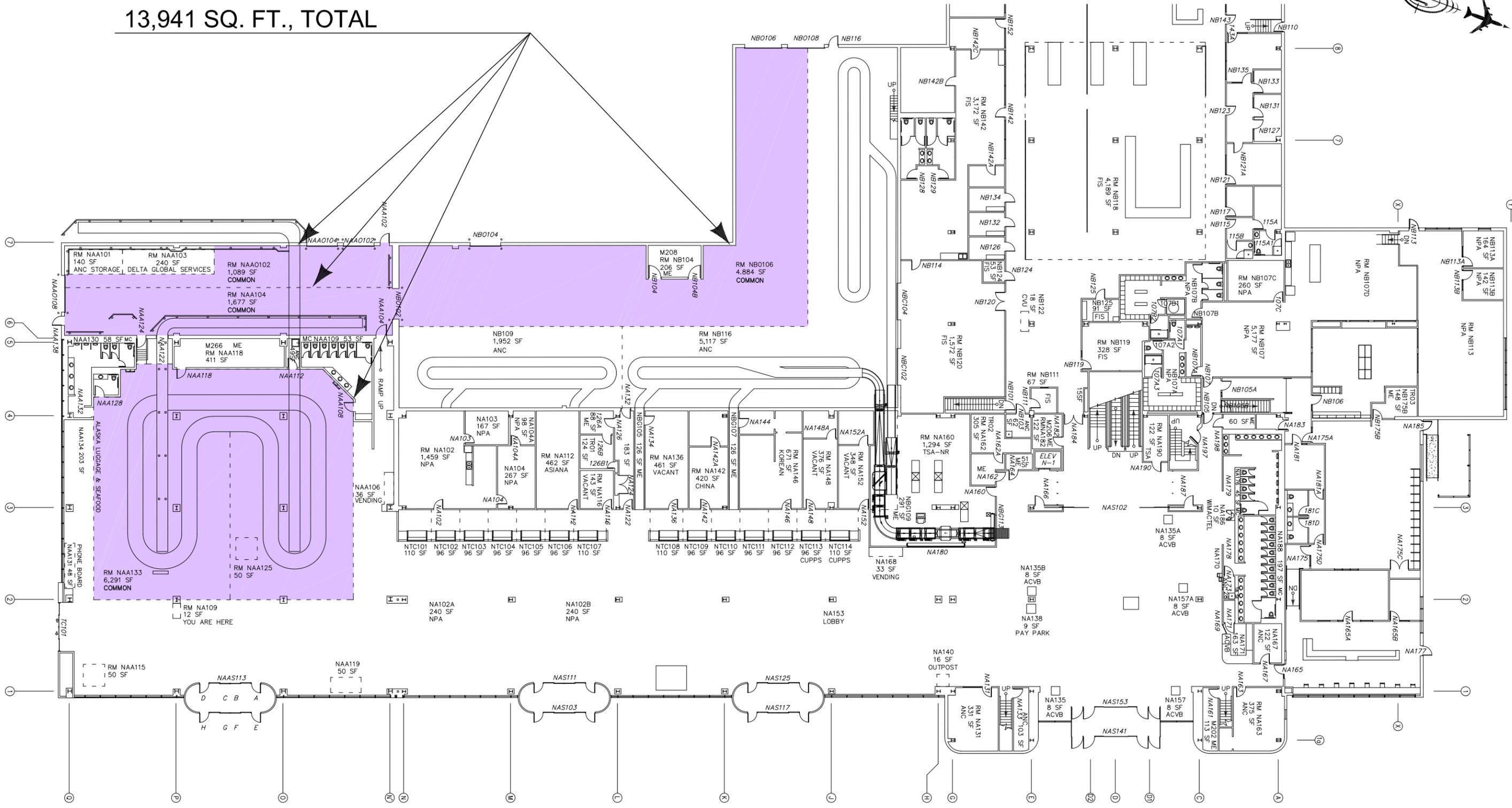
TO BE COUNTED, THIS BALLOT MUST BE RETURNED, MARKED AND SIGNED, TO _____,

AT _____, **BY** _____

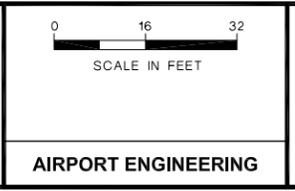
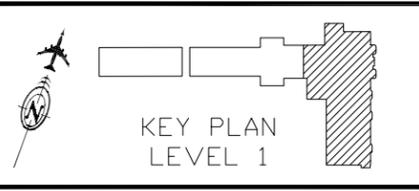
- AIP – Airport Improvement Program (Federal Funds)
- PFC – Passenger Facilities Charges
- IARF – International Airport Revenue Funds
- GARB – General Airport Revenue Bonds

NORTH TERMINAL COMMON

13,941 SQ. FT., TOTAL



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STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

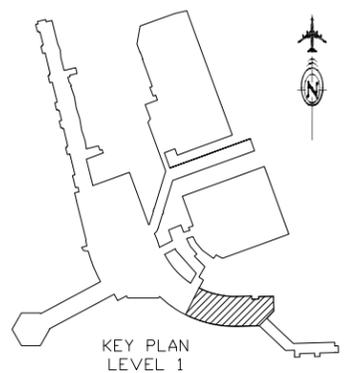
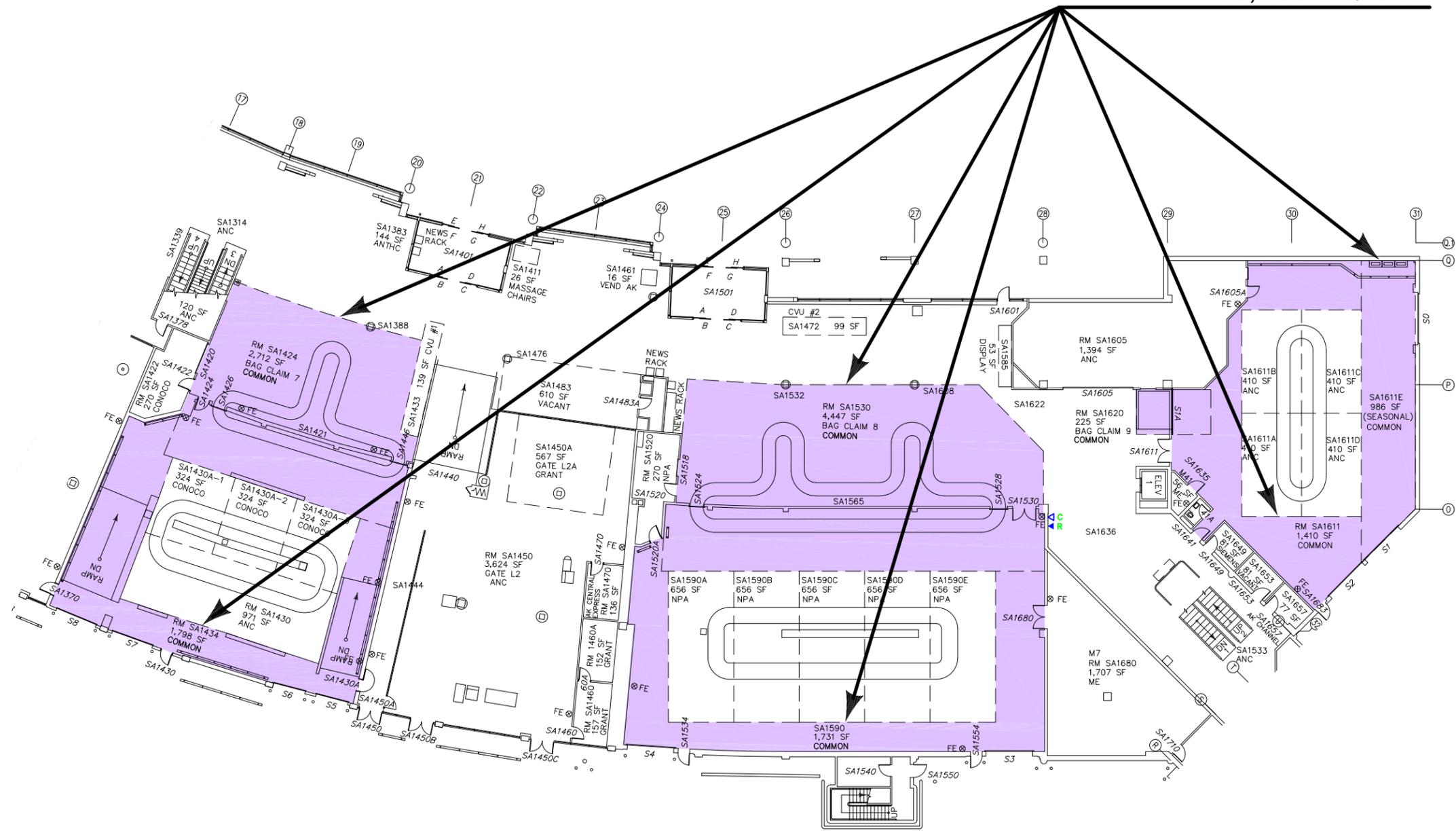
AIRPORT ENGINEERING

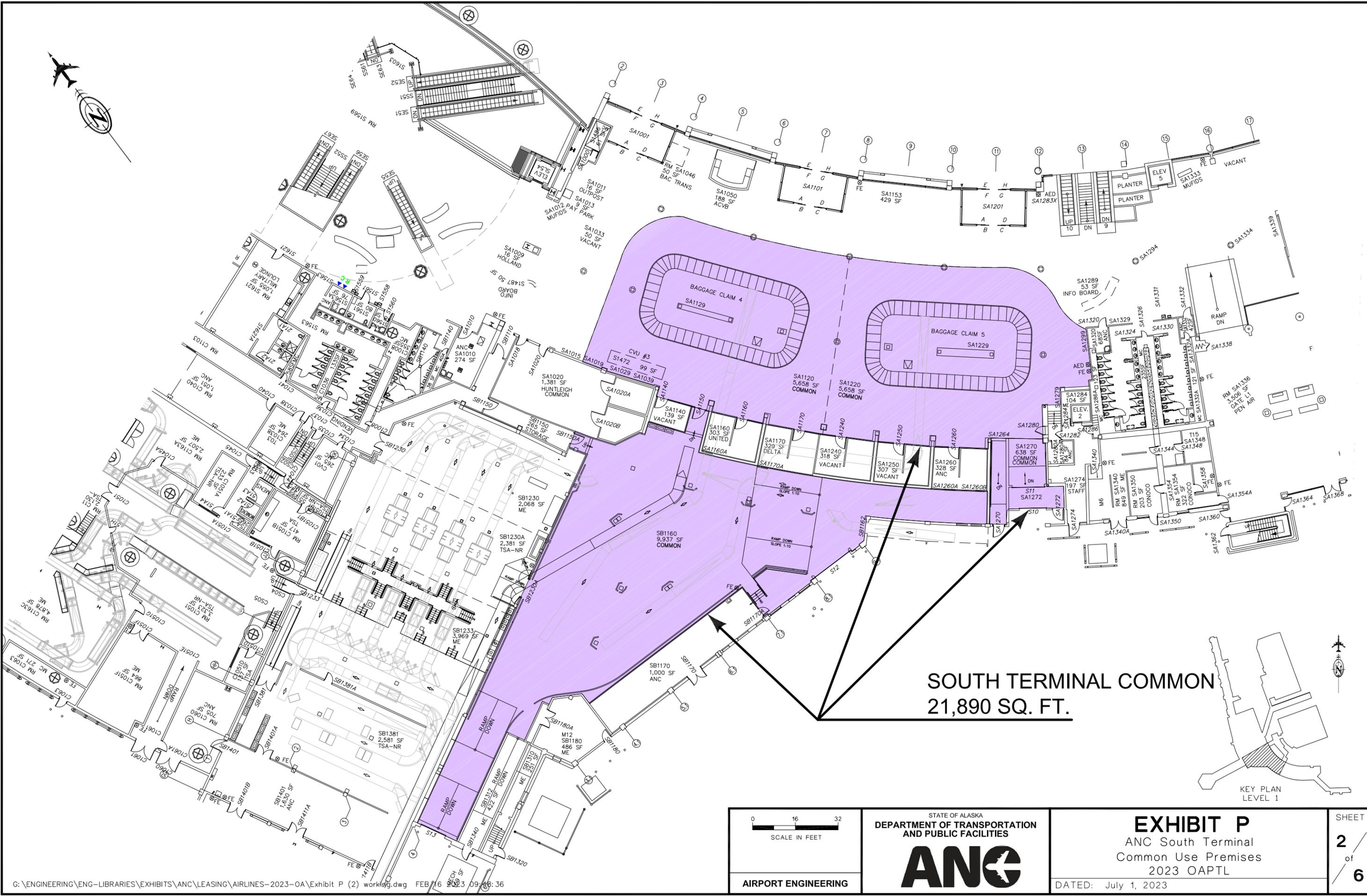
EXHIBIT O
ANC North Terminal
Common Use Premises
2023 OAPT

DATED: July 1, 2023

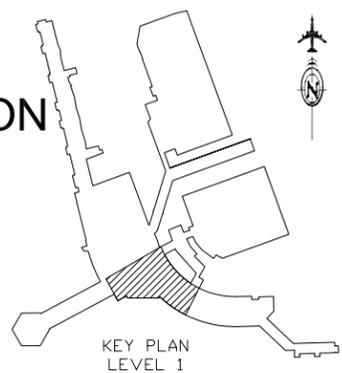
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SOUTH TERMINAL COMMON
75,902 SQ. FT., TOTAL
13,309 SQ. FT.





SOUTH TERMINAL COMMON
21,890 SQ. FT.



KEY PLAN LEVEL 1

0 16 32
SCALE IN FEET

AIRPORT ENGINEERING

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

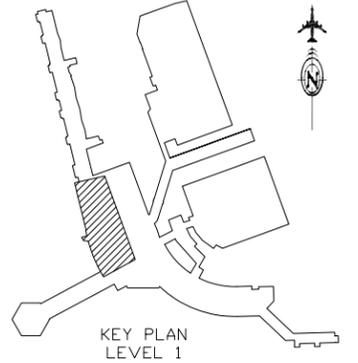
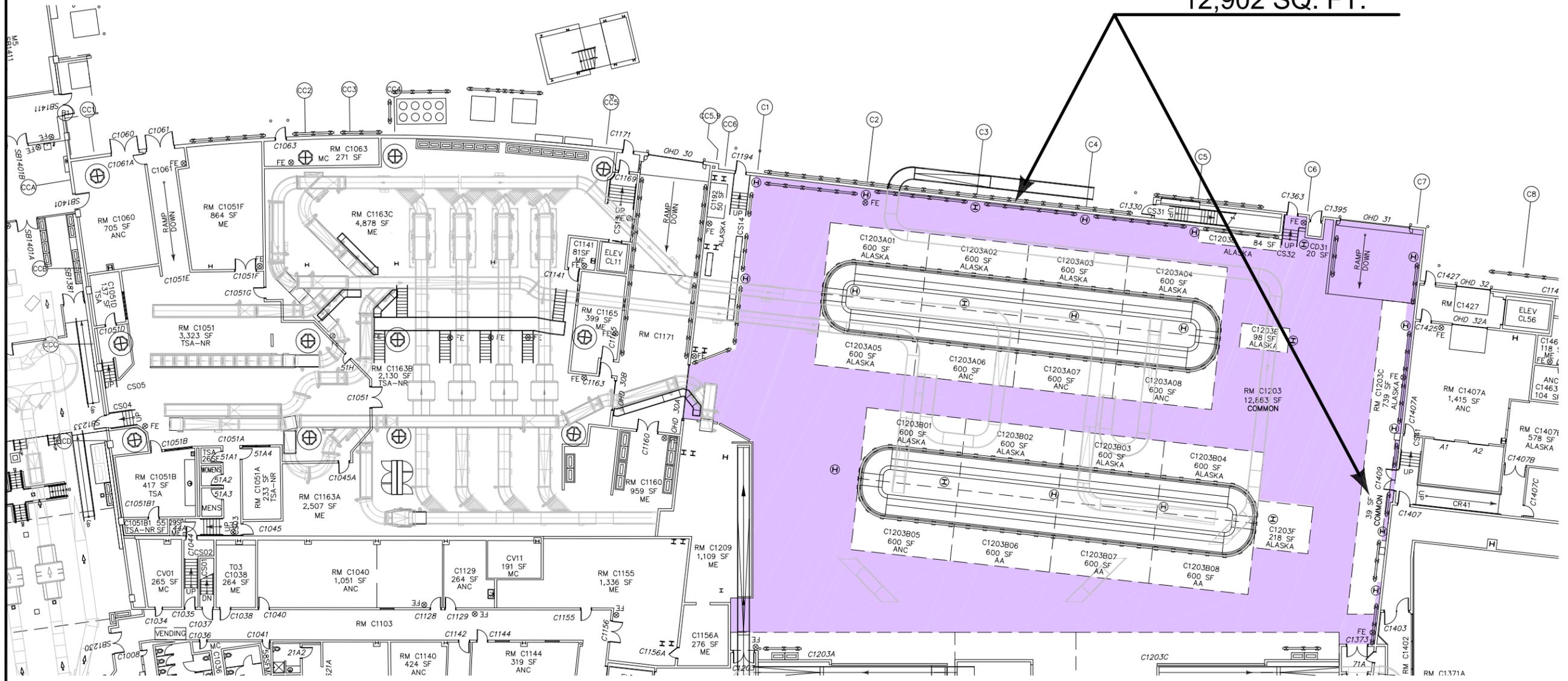
ANC

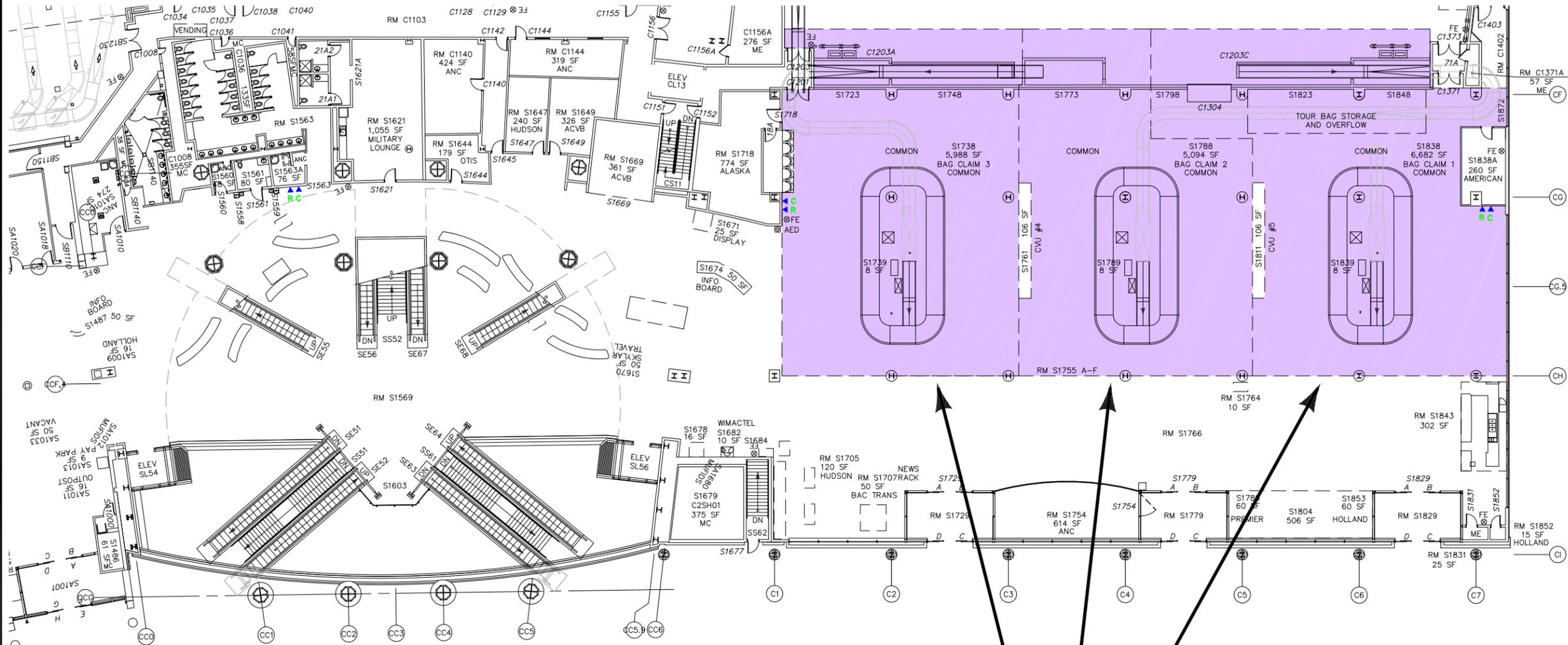
EXHIBIT P
ANC South Terminal
Common Use Premises
2023 OAPT

DATED: July 1, 2023

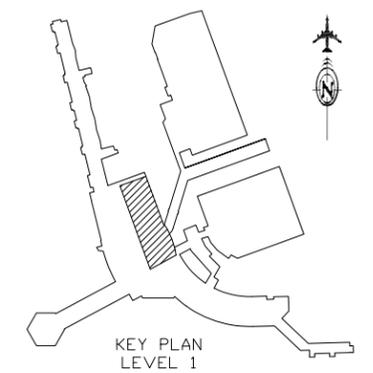
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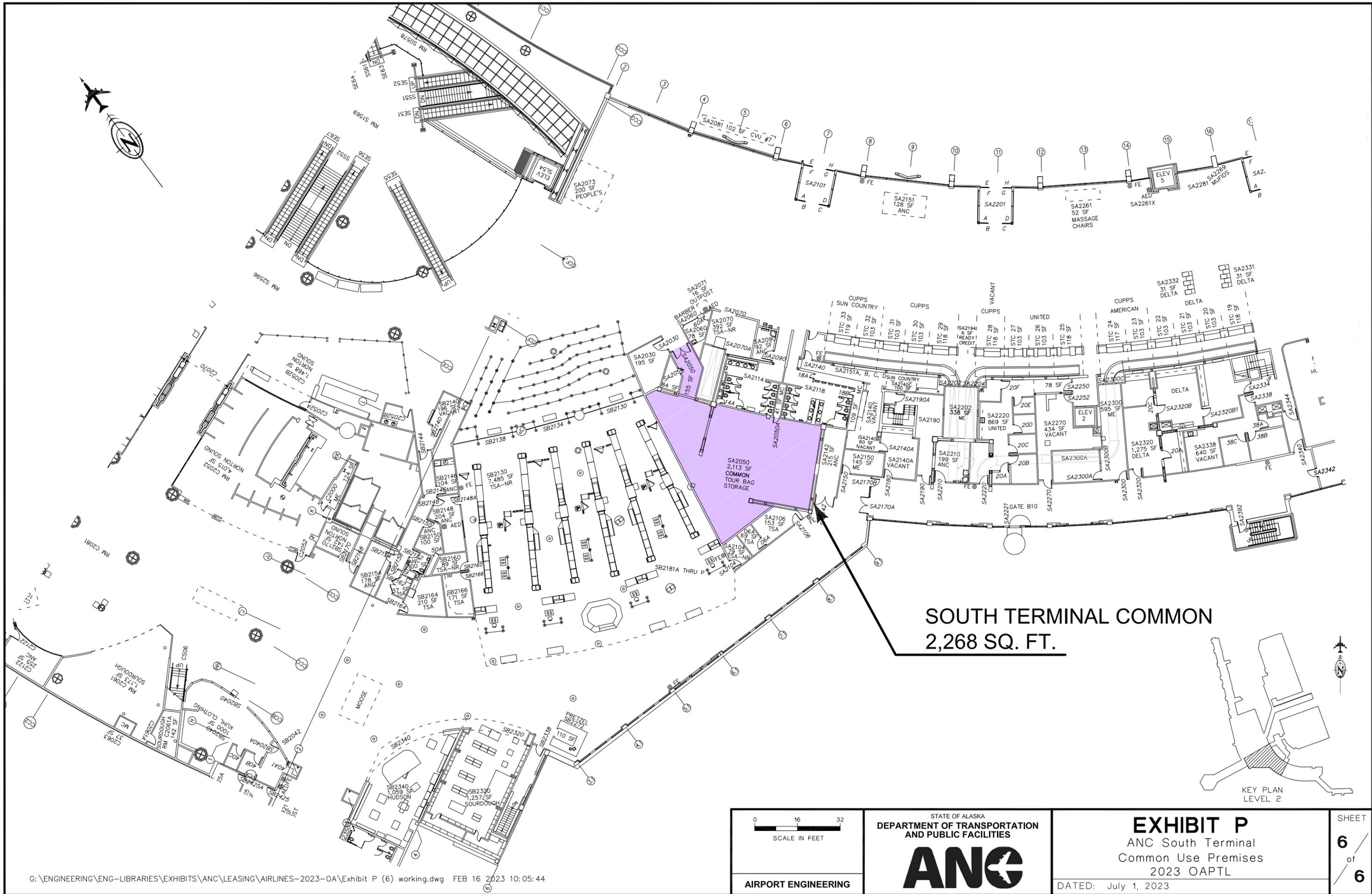
SOUTH TERMINAL COMMON 12,902 SQ. FT.





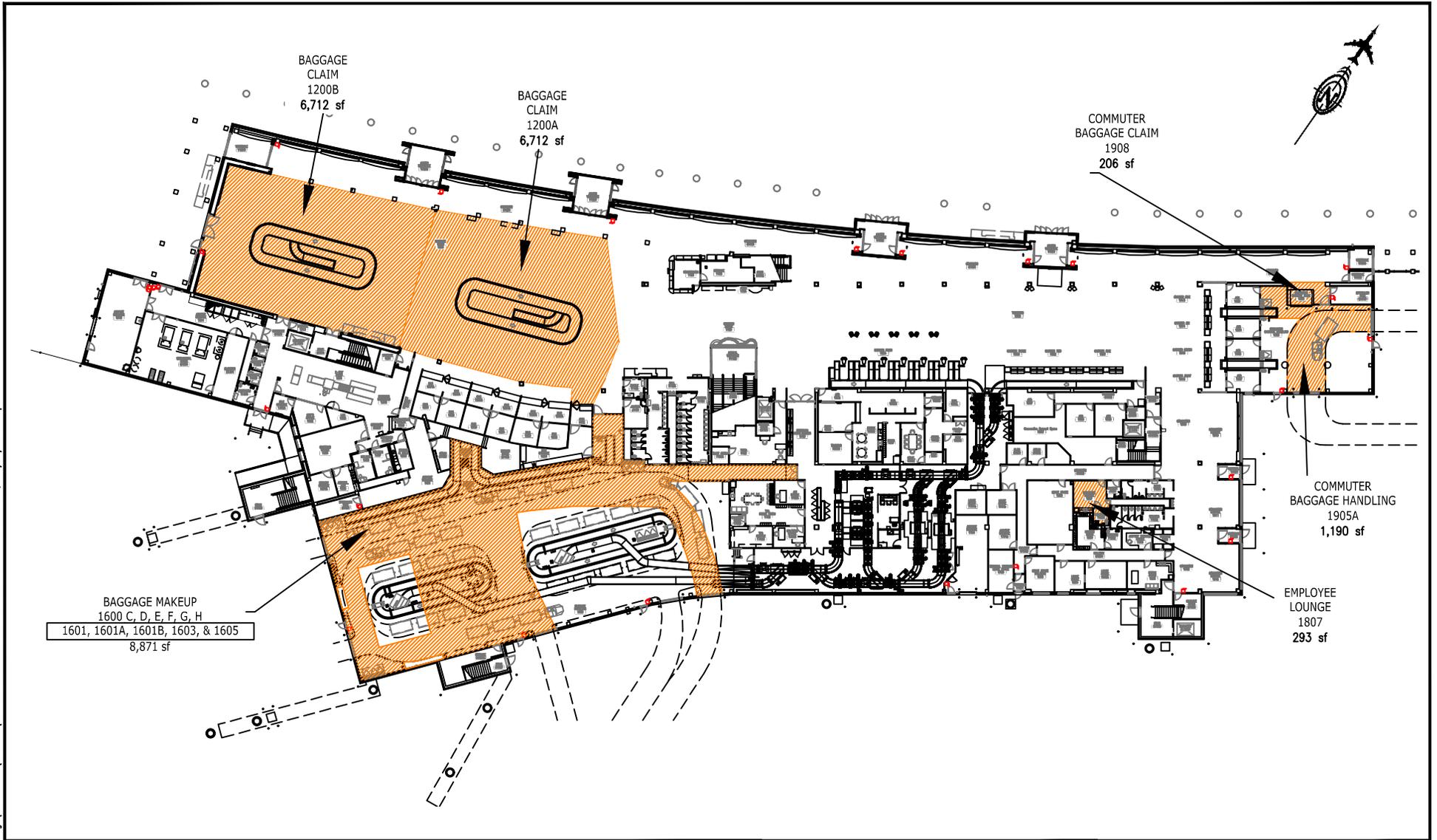
SOUTH TERMINAL COMMON
17,805 SQ. FT.





SOUTH TERMINAL COMMON
2,268 SQ. FT.

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AIRPORT LEASING

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES



EXHIBIT Q
Common Use Premises - Level 1
2023 OAPTL

Dated: July 1, 2023 - Revision 0

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EXHIBIT R
AIAS Modification and Relocation Terms and Responsibilities

If there is a conflict between this Exhibit “R” and Section 11.05 of the Agreement, Section 11.05 governs.

Definitions

“Post-project Space” means Preferential or Exclusive Use Premises AIRLINE will occupy after completion of a Terminal Project.

“Existing Space” means Preferential or Exclusive Use Premises occupied by AIRLINE per the Agreement prior to the beginning of a Terminal Project and deleted from AIRLINE’s Premises.

“Temporary Space” means Preferential or Exclusive Use Premises substituted for AIRLINE’s Existing Space to accommodate construction during a Terminal Project.

“Terminal Project” means any construction project in an Airport terminal that displaces a Signatory Airline from its Preferential or Exclusive Use Premises.

A. Preferential Use and Exclusive Use Premises

1. DOT&PF shall pay for all reasonable and necessary costs associated with the relocation of AIRLINE to any Temporary or Post-Project Space during project construction.
2. At the time of relocation DOT&PF shall relocate, in kind, all the affected Existing Space, or provide equivalent accommodations. AIRLINE shall be made complete and whole to the maximum extent practical using the concept of “substantially similar space.”
3. Unless additional space is requested by AIRLINE, AIRLINE shall not incur additional rent for Temporary Space if required to occupy space greater than Existing Space. If AIRLINE is required to occupy space less than Existing Space, then AIRLINE shall receive the benefit of reduced rent for the period that the Temporary Space is occupied.
4. DOT&PF shall, to the maximum extent practical, comply with all AIRLINE corporate standards and guidelines and/or levels of finish currently implemented in AIRLINE’s Existing Space, including but not limited to, finishes, signage, apron markings, infrastructure, equipment, branding, etc. unless AIRLINE approves alternate provisions.
5. For all Temporary Space, DOT&PF shall provide the following:
 - a. New floor coverings, if the floor covering is beyond normal wear and tear of AIRLINE’s Existing Space.

- b. New painted walls, if the finishes are beyond normal wear and tear of AIRLINE's Existing Space.
6. For all Post-Project Space, DOT&PF shall provide the following:
- a. New floor coverings, unless AIRLINE is returning to its Existing Space and the existing floor coverings are in the same condition as when vacated.
 - b. Newly painted walls, unless AIRLINE is returning to its Existing Space and the existing walls are in the same condition as when vacated.
7. For both Temporary and Post-Project Space DOT&PF shall accommodate AIRLINE's existing ticket counter and gate equipment, including but not limited to millwork (corporate or DOT&PF provided), kiosks, and scales, and bag drops; and make other necessary modifications as agreed between DOT&PF and AIRLINE. If AIRLINE elects to provide new millwork or advanced check-in kiosks at its cost to replace existing millwork and kiosks, DOT&PF agrees to install the new millwork and kiosks in lieu of existing millwork at DOT&PF's cost. If AIRLINE elects to install additional millwork, kiosks, or other equipment, DOT&PF agrees to install the additional millwork, kiosks, or equipment and AIRLINE agrees to reimburse DOT&PF for such installation, including labor and materials.
8. For relocations into Temporary or Post-Project Space, AIRLINE agrees to connect to DOT&PF's Premise Wiring Distribution System (PWDS), if available. For relocations, DOT&PF agrees, at its cost, to connect existing AIRLINE infrastructure to the PWDS.
9. For both Temporary and Post-Project Space, DOT&PF will coordinate all scope definition, planning, design, construction, and move related efforts with AIRLINE.
10. DOT&PF will prepare construction documents for all relocations as follows:
- a. Construction documents shall depict all work associated with the relocation in one complete package, including identification of millwork, kiosks, furniture, equipment, etc. that is to be relocated or replaced as a part of the relocation.
 - b. DOT&PF will furnish the 60% and 100% construction documents to AIRLINE for review.
 - c. AIRLINE shall be provided a minimum of ten (10) working days to review the construction documents. Comments will be provided by AIRLINE to DOT&PF. If AIRLINE fails to comment within the ten (10) day timeframe, DOT&PF will assume AIRLINE has no comments and proceed with construction. To the extent practical, all AIRLINE comments are to be incorporated into the construction documents.
11. Except as provided in paragraph 12 below, DOT&PF shall provide all moving supplies and shall physically move and install, if applicable, all AIRLINE furnishings, equipment, and other items required by AIRLINE including the following items:
- a. corporate millwork associated with ticketing, gate, ATO space, operations space, and baggage service offices;
 - b. kiosks;

- c. corporate signage, regulatory and informational signage, and directional signage, if applicable; and
- d AIRLINE furnishings, equipment and miscellaneous property.

12. AIRLINE shall be responsible for the physical relocation of their existing computer equipment, communications systems including radios, and check-in counter scales. DOT&PF shall provide the conduit, cabling, power and other infrastructure necessary to support the relocation of these systems. AIRLINE labor (staff or contract, including expenses) associated with the relocation of computers, IT equipment and re-establishing its operational network shall be a reimbursable cost charged to DOT&PF. The cost of any new computers or network equipment or software upgrades elected by AIRLINE shall be borne by AIRLINE.

13. AIRLINE will be responsible for providing adequate staff to supervise the actual relocation. AIRLINE will also be responsible for packing and unpacking of all items. Should AIRLINE need to increase staff on site beyond normal operational levels during packing/unpacking and the relocation, AIRLINE shall be reimbursed by DOT&PF for all additional labor costs incurred.

14. DOT&PF shall be responsible for any loss and/or damage caused by DOT&PF staff or its contractors during any relocation process. AIRLINE shall similarly be responsible for any damage or loss caused by its staff and/or contractors.

B. Passenger Loading Bridge Relocations and/or Usage

1. Prior to the initial relocation or transfer of a passenger loading bridge, DOT&PF and the affected AIRLINE will undertake a joint inspection of each loading bridge for purposes of verifying its current condition and determining any corrective actions that will be undertaken. A *Joint Inspection Report* (Inspection Report) will be prepared to memorialize the condition of each passenger loading bridge and to clearly assign responsibility for corrective action to the appropriate party. Additional joint inspections will be performed and updated Inspection Reports will be prepared at the following intervals to track the condition of the bridges:

- a. Upon completion of bridge relocation work and prior to usage by either party;
- b. Prior to subsequent relocation of the bridge to its final gate location;
- c. Upon completion of final relocation; and
- d. Prior to final transfer of ownership or usage.

2. DOT&PF will maintain a *Passenger Loading Bridge Inspection Log* for each of the loading bridges consisting of the multiple Joint Inspection Reports.

3. DOT&PF shall be responsible for making modifications to passenger loading bridges that are to be relocated, as well as AIRLINE owned bridges that will temporarily be used by DOT&PF as an airport-controlled passenger loading bridge.

4. DOT&PF shall pay for the cost of required passenger loading bridge relocations, including any structural modifications, foundation improvements or fixed walkway extension, or any other modifications necessary to make the loading bridge operational in a functionally similar manner as in its originating location.

5. For relocated AIRLINE owned passenger loading bridges that will continue to be used by AIRLINE, correction of auxiliary operational features that were non-functional or deficient including interior/exterior finishes shall be AIRLINE'S responsibility.

6. For passenger loading bridges that will not be in service during project construction and require temporary storage and/or relocation to accommodate construction activities, DOT&PF shall be responsible only for the cost of temporary relocation, storage and return of the bridge to its previous location (including the repair of any damage caused by DOT&PF.) AIRLINE shall remain responsible for any and all other improvements or correction of deficiencies outlined in the Joint Inspection Reports.

7. For AIRLINE-owned passenger loading bridges being used by DOT&PF at Airport Administered Premises (airport-controlled) gates, DOT&PF shall perform routine and preventative maintenance in a manner similar to that of other DOT&PF passenger loading bridges.

8. For AIRLINE passenger loading bridges relocated by DOT&PF and operated by AIRLINE, AIRLINE shall be responsible for all maintenance.

9. These provisions apply to all passenger loading bridge relocations for both Temporary and Post-Project Space.

C. Directional Signage and Flight Information

1. DOT&PF shall modify all interior and exterior signage to reflect AIRLINE relocations.

2. DOT&PF shall provide equal flight information for both the North and South Terminals at ANC and at FAI. Code share flights shall be displayed. Data input for flight information and code share information is the responsibility of AIRLINE.

3. AIRLINE shall be responsible for any direct notification to passengers regarding changes in the location of AIRLINE's operations.

D. AIRLINE Reimbursement

1. For procurement of equipment and services over ten thousand dollars (\$10,000) in value, for which AIRLINE will be seeking reimbursement by DOT&PF, AIRLINE shall, to the maximum extent practical, use its normal competitive bidding processes.
2. For all AIRLINE expenses subject to reimbursement by DOT&PF, AIRLINE must provide notice to DOT&PF and receive approval from DOT&PF prior to incurring the expense. Such notice shall include the estimated cost and schedule of the proposed expenditure.
3. To be eligible for reimbursement, AIRLINE billings for reimbursable expenses shall be submitted to DOT&PF within ninety (90) days of construction completion and shall include copies of invoices, timesheets, and other appropriate supporting documentation. Billings for reimbursable expenses will not be accepted for payment prior to execution of a Lease Supplement between AIRLINE and DOT&PF which depicts the final locations.

E. Limitation of DOT&PF's Cost Obligation

AIRLINE and DOT&PF acknowledge that DOT&PF is legally prohibited from contracting for unlimited obligations or other obligations beyond duly appropriated funds. Accordingly, notwithstanding any other provision of this Exhibit "R", DOT&PF's obligation to pay costs of AIRLINE's relocation and any other cost under this Exhibit "R", including any reimbursement of AIRLINE's reimbursable expenses, is strictly conditioned upon and subject to the limits of a fully executed Memorandum of Agreement between AIRLINE and DOT&PF that sets forth the maximum total cost of AIRLINE relocation for which DOT&PF is responsible. To any extent that the stated maximum limitation is insufficient to cover all costs for which DOT&PF would be responsible but for the limitation, DOT&PF agrees to seek in good faith any additional expenditure authority necessary and, conditioned upon receipt of such authority, to amend the maximum limit to cover the outstanding balance.

EXHIBIT S - Facility Maintenance Matrix

Item	Exclusive Use Premises	Preferential Use Premises	Common Use Premises	Airport Administered Premises	Non-public Areas*	Public Areas*	Airfield*
Building Exteriors (9)	S	S	S	S	S	S	S
Building Interior Finishes (9)	A (1)	A (1) S	S	A (1) S	S	S	N/A
High Speed Apron Doors	A (1)	N/A	S	N/A	N/A	N/A	N/A
Loading Bridges	N/A	A (1,7) S	N/A	S	N/A	N/A	N/A
Landscaping	N/A	N/A	N/A	N/A	N/A	S	S
Roadways, Parking Lots, Sidewalks including Markings	N/A	N/A	N/A	N/A	N/A	S	S
Law Enforcement, Fire Protection, Emergency Medical Services buildings	N/A	N/A	N/A	N/A	S	N/A	N/A
Plumbing	A (1,2) S	S	S	A (1) S	S	S	S
Electrical and Lighting	A (1, 3) S	S	S	A (1) S	S	S	S
Fire Alarm Systems	S	S	S	S	S	S	N/A
Fire Sprinkler Systems	S	S	S	S	S	S	N/A
Furnishings	A (1)	A (1) S	S	A (1) S	A (1) S	A (1) S	N/A
HVAC (Heating, Ventilation, Air Conditioning)	S (4)	S	S	S	S	S	N/A
Glass Breakage (9)	A (1) S	S	S	A (1) S	S	S	N/A
FIDS/BIDS/GIDS	A (1) S	A (1) S	S	A (1) S	A (1) S	A (1) S	N/A
Communications Systems/Paging	A (1) S	A (1) S	A (1) S	A (1) S	A (1) S	A (1) S	A (1) S
Custodial Service/Window Cleaning	A	S	S	S	S	S	N/A
People Movers (elevators, escalators, moving walkways)	S	S	S	S	S	S	N/A
Pavement Maintenance	N/A	S	N/A	S	S	S	S
Signage	A (1)	A (1) S	S	A (1) S	S	A (1) S	S
Airfield Pavement Markings (11)	N/A	A	N/A	S	S	S	S
Snow Removal	N/A	A (5)	N/A	S	S	S	S
Trash/FOD/Sweeping	A	A	S	S	S	S	S
Triturators	N/A	N/A	N/A	N/A	S (6)	N/A	N/A
Snow Disposal Areas	N/A	N/A	S	N/A	A (8) S	S	S
Baggage Handling Systems	N/A	A (10) S	S	S	S	S	N/A
Bag Claim Carousel Equipment	N/A	N/A	S	N/A	N/A	S	N/A
Passenger Loading Bridges	A (1)	A (1)	S	S	A (1)	N/A	A (1)

Item	Exclusive Use Premises	Preferential Use Premises	Common Use Premises	Airport Administered Premises	Non-public Areas*	Public Areas*	Airfield*
		S			S		S

Key: A = Airline, S = State

Definitions:*

Non-Public Areas: Those areas on the Airfield not associated with the maneuvering or parking of aircraft and those areas of the Terminals and landside area restricted to access by passengers, other tenants, and members of the public.

Public Areas: Those areas of the Terminals and landside area not restricted to members of the public (curbside, ticket lobby, concourses, hallways, restrooms, etc.)

Airfield: Those areas associated with the landing, taking off, taxiing, maneuvering and parking of aircraft, excluding areas within exclusive land lease premises.

1. Airline is responsible for maintenance, repair and replacement of Airline-owned devices, equipment, furnishings, and fixtures.
2. Airline is responsible for routine maintenance, including cleaning drains from inlet to tie in with main Airport infrastructure.
3. Airline is responsible for routine maintenance, including re-lamping. Spent bulbs must be properly disposed of as mandated by law. State provides electrical power to fixture.
4. State is responsible for building HVAC systems, including Airline-installed equipment that has been made part of the building system, according to the lease. Airline is responsible for all supplemental equipment that is not part of the building HVAC system.
5. Airline is responsible for cleaning and snow removal of leased aircraft parking ramp (from building to outer VSR), including emergency stairs on outside of building and jet bridge stairs.
6. Airlines collectively through the AOC are responsible for cleaning monthly.
7. Airline is responsible for replacing damaged Airport owned PC Air hoses, nozzles and hose handling systems; e.g. reels, baskets, trolleys.
8. Airlines and land lease tenants collectively are responsible for stacking the snow as needed and cleaning up the trash after the snow melts. The State will assist with stacking the snow as other priorities permit but should not be relied upon to keep the disposal site operational at all times.
9. State will maintain non-exclusive interiors and exterior; however, damage caused by tenants due to negligence or vandalism, will be repaired by State, but tenant will be charged for labor and materials.
10. Airport Facilities will maintain carousels and baggage handling system except for Pods in Alaska Airlines ticket lobby or behind preferentially leased ticket counters.
11. All airside pavement markings. These include lead-in lines, airline specific markings such as vehicle parking locations, aircraft safety envelopes, engine ingestion zones, etc.

EXHIBIT T

Gate and Parking Management Protocols

1. Airport Administered Aircraft Parking Position Protocols

These Airport Administered Aircraft Parking Position Protocols provide the framework for the efficient and equitable management of the Airport Administered Aircraft Parking Positions at the Ted Stevens Anchorage International Airport (ANC) and the Fairbanks International Airport (FAI). These protocols have been developed by the Alaska International Airport System (AIAS) in consultation with the Signatory Airlines through the Airline Operating Committee (AOC) and the Airlines Airport Affairs Committee (AAAC). These protocols apply to the management of Aircraft Parking Positions for which no Signatory Airline has a Preferential Use Privilege (Airport Administered Aircraft Parking Positions). These protocols are subject to change in accordance with Section 18.26 Incorporation of Exhibits in the AIAS Operating Agreement and Passenger Terminal Lease (Agreement). All capitalized terms used but not defined in these protocols have the meanings provided in the Agreement.

Airport Administered Aircraft Parking Positions are assigned as either Adjacent Aircraft Parking Positions (Adjacent Positions) or Remote Aircraft Parking Positions (Remote Positions):

- Adjacent Positions – are requested and assigned as either Scheduled Use (see Section 1.A) or Ad Hoc Use (see Section 1.B).
- Remote Positions – are requested and assigned as Ad Hoc Use (see Section 1.B).

Scheduled Use applies to a recurring, pre-planned event for passenger processing during the same time of day over a specified period and is requested in advance in accordance with the Master Schedule process in Section 1.A.

Ad Hoc Use is a one-time event which may or may not be pre-planned and is generally requested with short notice ranging from weeks to an immediate need; this includes Irregular Operation (IROP) events and flights that are not on the Master Schedule described in Section 1.A.

Airport Operations may be Airport staff, a contractor, or other controlling entity mutually agreed upon by the AIAS and the Airlines.

Section 1.A. Scheduled Use of Adjacent Positions

Two times per year Airport Operations will schedule, approve, and publish a Master Schedule of Scheduled Uses. Requests for Scheduled Uses are to be submitted to Airport Operations no later than:

March 1st for May 1st through September 30th schedules, and
August 1st for October 1st through April 30th schedules.

The Airports will distribute to the stakeholders the final version of the Master Schedule within 14 days of the submission due dates noted above. Requests for Adjacent Positions made after the submission dates will be treated as Ad Hoc Uses and assigned in accordance with Section 1.B.

Section 1.B. Ad Hoc Use of Adjacent or Remote Positions

Requests for Ad Hoc Use of Adjacent or Remote Positions may be made at any time. Requests for Ad Hoc Use of an Adjacent or Remote Position will be responded to by Airport Operations as soon as possible. Please use the following contacts:

ANC

ANC Ops Gate Management
907-266-2633
dot.aia.ops.gatemanagement@alaska.gov

or

FAI

FAI Operations
907-474-2552
fai.operations@alaska.gov

1. ANC Administered Aircraft Parking

- a. Assignment of ad hoc parking is first-come-first-served. Due to the limited number of aircraft parking spaces and the primary use of the airport by its carriers being for cargo technical stops or passenger flights, parking spots are intended for Short Term Parking--four hours or less. Long Term Parking—greater than four hours--is limited.
- b. The flow-through spots, designated R2-4, R7-14, and P1-3 are primarily used for providing technical stop service on a first-come-first-served basis. Quick turn service is facilitated in these locations by proximity to ground handling services. Generally, aircraft that plan to remain at ANC less than four hours are assigned to these locations. Parking assignments for these spots are made in real-time by ANC Operations in coordination with air carrier contracted ground handlers and air carriers.

- c. When space is not available in the flow-through spots or when aircraft are parking longer than four hours, parking is assigned on a space available basis to the following locations:
 - i. North Terminal Gates N1-8. These gates are push back locations and prioritized to aircraft that are processing passengers.
 - ii. South Terminal Gates B1,3,4,9,10. These gates are push back locations and prioritized to aircraft that are processing passengers. These parking spots are generally committed to passenger carriers during the summer months.
 - iii. Juliet. This area is primarily used for parking a hot load and accomplishing engine run-up but can be used for overflow parking.
 - iv. Kulis Air Park Z1-3. These three locations are generally used as overflow parking. These spots are size limited and accommodate MD-11 or smaller aircraft.
 - v. Juliet and Kulis Air Park Z1-3 are not ideal for parking due to the difficulty in moving ground support personnel and equipment the long distances to these spots, which may involve ANC Operations escorted runway crossings.

- d. When an Airline requests ad hoc parking for longer than 4 hours, Airport Operations will evaluate available space and, if space is available, provide a Prior Permission Required (PPR) number to the Airline and its contract ground handler and annotate in ANC's Resource Management System (RMS).
 - i. The PPR will specify how many hours are approved by Airport Operations for the designated aircraft to park. To facilitate the building of a coherent parking plan, a PPR must be requested at least 48 hours prior to the scheduled aircraft departure from the previous airport. A PPR will not be issued after that point.
 - ii. A PPR is valid for landings that occur plus or minus two hours of the land time listed on the PPR and, after landing, for the duration listed in the PPR.
 - iii. Generally, ANC can provide advance permission for three, simultaneous longer-than-four-hour parking times, assuming North Terminal spots are available.
 - iv. Airlines that regularly reserve PPR times and don't use them will temporarily be denied PPR issuances. Whether or not to suspend an airline from receiving PPR approvals and the duration of the suspension will be determined by ANC Operations.

- e. An aircraft with an unplanned delay shall not hinder the flow of technical stops or passenger processing, thus it may be required to be towed to an alternate location at the carrier's expense.
- f. Except as listed in paragraph B1h, when an Airline parks an aircraft at an airport administered space for longer than 4 hours without a PPR or the Airline's aircraft remains after the expiration of the period specified in the PPR and ANC is experiencing congested parking conditions as determined in paragraph B1g, the Airline is subject to the following fine without proration:

Time Period	Penalty	
	Signatory	Non-Signatory
4hrs to 24hrs with no PPR	No penalty	\$1,000.00
Each additional 12 hours over 24 hours with no PPR	\$1,000.00	\$1,000.00
Each additional 12 hours after expiration of PPR	\$1,000.00	\$1,000.00

All times are determined by what is displayed in the ANC RMS. This penalty does not apply to US government (non-charter) or foreign government aircraft.

When a violation occurs:

- i. the Airline and their local agent will be notified of a parking violation and fine by ANC Operations and will email a courtesy copy to the AIAS Controller's Office for billing; and
 - ii. the fine continues to accrue, regardless of a subsequent easing in parking congestion, until the aircraft departs ANC or is relocated to a non-airport administered location on the airport; and
 - iii. the parking violation is not to be reported on the Airline's monthly Certified Activity Report (CAR); however, the aircraft parking duration is reported on the CAR for payment of normal parking charges.
- g. For the purposes of assessing fines, ANC administered parking is considered congested when 90% or more of the available parking locations occupied. For congestion, there are 20 spaces in the ANC inventory considered; R2,3,4,7-14; P1-3; N1,3,5,7,8; Juliet. When 18 or more of

these spaces are occupied or unavailable, the penalty is applied. Parking spaces may be temporarily removed from the inventory due to unique circumstances, such as construction or snow storage, and be considered not available for parking.

- h. The following conditions exempt an Airline from the penalty listed in paragraph B1f:
 - i. Environmental events at ANC, e.g., earthquake, volcano, severe weather event; or
 - ii. Aircraft actively involved in pre-departure aircraft deicing operations; or
 - iii. ANC Field Maintenance snow clearing operations; or
 - iv. Air Traffic Control directed ground stoppage; or
 - v. Airport closure.

Section 1.C. Resolving Conflicting Use Requests

Competing requests for Scheduled and Ad Hoc Uses of Airport Administered Parking Positions shall be resolved using the following priorities (in descending order):

Remote Positions

1. Emergency operation including diversionary aircraft (determined by Airport Operations).
2. Scheduled Signatory Airline FIS flight on an international gate
3. Scheduled non-Signatory Airline FIS flight on an international gate
4. Scheduled Signatory Airline cargo flight
5. Scheduled non-Signatory Airline cargo flight
6. Scheduled Signatory Airline passenger flight
7. Scheduled non-Signatory Airline passenger flight
8. Ad Hoc Signatory Airline cargo flight
9. Ad Hoc non-Signatory Airline cargo flight
10. Ad Hoc Signatory Airline passenger flight
11. Ad Hoc non-Signatory Airline passenger flight

Adjacent Positions

1. Emergency operation including diversionary aircraft (determined by Airport Operations).
2. Scheduled Signatory Airline FIS flight on an international gate
3. Scheduled non-Signatory Airline FIS flight on an international gate
4. Scheduled Signatory Airline passenger flight

5. Scheduled non-Signatory Airline passenger flight
6. Ad Hoc Signatory Airline passenger flight
7. Ad Hoc non-Signatory Airline passenger flight
8. Scheduled Signatory Airline cargo flight
9. Scheduled non-Signatory Airline cargo flight
10. Ad Hoc Signatory Airline cargo flight
11. Ad Hoc non-Signatory Airline cargo flight

Competing requests within a given category for Scheduled Use time periods shall be resolved using the following priorities (in descending order):

1. Year-round scheduled service
2. Existing Scheduled Service
3. For Adjacent Positions, number of seats on aircraft
4. The chronological order of the request

Existing Scheduled Service is defined as a Scheduled Use from the prior scheduling period that has not changed by more than an hour for domestic service or by more than 6 hours for international service and does not conflict with any other Existing Scheduled Service.

Additional conflicts within a given category for Ad Hoc Use will be resolved based on the chronological order of the request. Airport Operations will be responsible for the resolution of conflicting assignments.

Section 1.D. Periods of Use for Adjacent Positions

1. Periods of Use.

The maximum Periods of Use for which a flight may be scheduled to occupy:

- a. any Airport Administered Aircraft Parking Position IF it is determined by the Airport Director to be needed for an Airline to use on a per turn basis
OR,
- b. Any Preferential Use Gate at the scheduling request of the Airport (see below),
are as follows.

Maximum Periods of Use for a Full Turn

	Domestic	FIS	FIS to Domestic	Domestic to FIS
< 101 Seats	75 Minutes	90 Minutes	90 Minutes	90 Minutes
101 - 150 Seats	75 Minutes	105 Minutes	95 Minutes	95 Minutes
151 - 200 Seats	105 Minutes	105 Minutes	120 Minutes	135 Minutes
201 - 250 Seats	115 Minutes	135 Minutes	135 Minutes	135 Minutes
> 250 Seats	135 Minutes	195 Minutes	165 Minutes	195 Minutes

Maximum Periods of Use for an Arrival only or Departure only Flight

	Domestic	FIS
< 101 Seats	40 Minutes	50 Minutes
101 - 150 Seats	40 Minutes	55 Minutes
151 - 200 Seats	55 Minutes	60 Minutes
201 - 250 Seats	60 Minutes	70 Minutes
>250 Seats	70 Minutes	100 Minutes

2. Buffer Periods

The required buffer periods between flights on Adjacent Positions are outlined in the table below. Should the operational aircraft change within the buffer period, the longer buffer period prevails (example A330 arrival tow then 737 arrival = 60 minutes).

	Domestic	International	International to Domestic	Domestic to International
< 101 Seats	30 Minutes	40 Minutes	40 Minutes	40 Minutes
101 - 150 Seats	30 Minutes	40 Minutes	40 Minutes	40 Minutes
151 - 250 Seats	40 Minutes	40 Minutes	40 Minutes	40 Minutes
> 250 Seats	60 Minutes	60 Minutes	60 Minutes	60 Minutes

Section 1.E. Additional Rules and Regulations

- Any Scheduled Use or Ad Hoc Use that cannot be accommodated at the assigned Adjacent Position will be requested to deplane at an alternate position and may be required to tow to a subsequent Adjacent Position.
- Scheduled Uses are not transferable or assignable between Airlines.
- Airlines operating a flight under a mutual handling agreement and Affiliate Airlines are considered the same way as is the Scheduled Use holder.
- A Scheduled Use not used a minimum of 80% during the preceding month may be revoked.
- Revoked Scheduled Uses cannot accrue historical precedence.
- Airport Operations shall be notified immediately of any use extending beyond a scheduled or PPR period. Airport Operations reserves the right to request an Airline to vacate an Airport Administered Parking Position, at airline's expense, if extended use will impact subsequent users.
- Airport Operations also reserves the right to request an Airline that is out of its scheduled or PPR period of use and that will impact other Scheduled Uses to deplane at an alternate position and may be required to tow to a subsequent Adjacent Position.

The fees for each Scheduled Use and Ad Hoc Use will be as specified in Section 7.01 B 9 of the Agreement – Aircraft Parking Charges. An assigned Scheduled Use or Ad Hoc Use outside of the Period of Use may result in additional fees if the parking position is needed.

Section 1.F. Conflicting Operational Uses

To the greatest extent possible, given operational conditions, Airport Administered Parking Position assignments will be honored as originally granted. However, in the event of a conflict, Airport Operations will be responsible for the resolution of conflicting assignments.

Aircraft Parking Position conflicts will be resolved using the following priorities (in descending order):

1. Emergency operation (defined by Airport Operations).
2. Aircraft providing passenger service displacing a RON aircraft in an Adjacent Position if there are no alternative Adjacent Positions available.
3. FIS flight on an international gate if there are no alternative FIS gates available.
4. Scheduled Use within allocated period of use.
5. Ad Hoc flight – on schedule.

6. Scheduled Use outside of allocated period of use – and not impacting another Scheduled Use within its allocated period of use.
7. Ad Hoc flight off schedule and not impacting another Scheduled Use or Ad Hoc flight within its allocated period of use.

2. Preferential Use Gate Protocols

An airline that has been assigned a Gate as part of its Preferential Use Premises in the Operating Agreement and Passenger Terminal Lease will have priority of use over all other users, subject to the provisions of the Operating Agreement and Passenger Terminal Lease.

Section 2.A. Airport Scheduling Rights at Preferential Use Gates

Airport shall have the right, upon reasonable notice to AIRLINE, to schedule at a Preferential Use Gate arrivals and departures by another airline at all periods of time other than AIRLINE's Scheduled Use of that Preferential Use Gate. In accommodating Airport in its right to schedule such operations, AIRLINE shall allow and provide for use of its facilities or equipment, not including ground service equipment or other proprietary equipment, at the Preferential Use Gate or permit use of Airport System equipment and podiums as may be required for the efficient use of the Preferential Use Gate by another airline. Airport shall consider the availability of Airport Administered Aircraft Parking Positions before scheduling airline arrivals and departures at any Preferential Use Gate. If Airport determines that an airline's arrivals or departures need to be accommodated at any Preferential Use Gates, Airport may consider the need for hub connectivity and operational efficiency in selecting the specific Preferential Use Gate where accommodation will be required. Notwithstanding the foregoing and any other provision of these Gate and Parking Management Protocols, Airport shall have the right, upon reasonable notice to AIRLINE, to accommodate at a Preferential Use Gate arrivals and departures by an airline if AIRLINE is not utilizing the Preferential Use Gate during a Scheduled Use. If an arrival or departure of AIRLINE that would have utilized one of AIRLINE's Preferential Use Gates is early or late and AIRLINE is prevented from utilizing any of its Preferential Use Gates because they are already being utilized by another airline, Airport shall, whenever possible, accommodate AIRLINE's arrival or departure on an Airport Administered Adjacent Aircraft Parking Position at no additional charge to AIRLINE.

Section 2.B. Preferential Use Premises Accommodation Conditions

As a condition of accommodation on any of AIRLINE'S Preferential Use Premises, the user of AIRLINE'S Preferential Use Premises shall have executed an agreement that is substantially in the form of the Operating Agreement and Passenger Terminal Lease or an Operating Permit, as applicable, through which the user is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth in the Operating Agreement and Passenger Terminal Lease. These insurance and indemnification obligations shall inure to the benefit of the AIRLINE as a third-party beneficiary for any period of accommodation, and AIRLINE shall not be required to accommodate a user at its Preferential Use Premises if the user's insurance and indemnification obligations are not satisfied.