

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE
KENTON COUNTY AIRPORT BOARD AND
UNITED AIRLINES, INC. FOR CONCOURSE A
AND RELATED FACILITIES AND EQUIPMENT**

This Second Amendment (the “Amendment”) is effective as of January 1, 2016 (the “Effective Date”) and is made and entered into by and between the Kenton County Airport Board, a local air board and body corporate and politic constituting a political subdivision of the Commonwealth of Kentucky, created pursuant to the provisions of Chapter 183 of the Kentucky Revised Statutes (the “Board”), and United Airlines, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and duly qualified to do business in the Commonwealth of Kentucky (“Company”).

WHEREAS, the Board and Company entered into an Agreement dated as of the 15th day of May, 2012, for use of Concourse A and related facilities and equipment (the “Agreement”);

WHEREAS, the Board and Company desire to amend the Agreement to extend the term of the Agreement for a period of five (5) years and to make certain other adjustments to the space leased thereunder and the rentals, fees and charges payable over the five year period; and

WHEREAS, any term not defined herein shall have the meaning as set forth in the Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I

The definitions under Section I of the Agreement are hereby amended as of the Effective Date as follows:

“Airport Use Agreement” means the Airport Use Agreement between the Kenton County Airport Board and Company dated as of January 1, 2016, and any and all modifications, alterations, amendments, supplements and extensions thereof or hereafter made.

ARTICLE II

As of the Effective Date, the Term of the Agreement under Section IV(A) is hereby supplemented as follows:

- A. The Term of this Agreement is extended for a period of five (5) years commencing on January 1, 2016, and expiring on December 31, 2020, unless this Agreement earlier terminates as provided under the Agreement.

ARTICLE III

As of the Effective Date, Exhibits A, B, C, and D attached to the Agreement are replaced by Exhibits A, B, C, and D attached hereto.

ARTICLE IV

As of the Effective Date, Section V(A) of the Agreement is hereby deleted, in full, and replaced by the following:

- A. In consideration of the Company’s use of the Leased Premises, Shared Equipment and the Airline Shared Space, attached hereto as Exhibits "E-1 to E-3" is an illustrative schedule of rates for rentals, fees and charges payable by the Company under this Agreement. Prior to the beginning of each calendar year during the Term of this Agreement, including the first calendar year of this Agreement, in accordance with Section 6.2 of the Airport Use Agreement, the Board shall establish the actual rates to be paid by the Company for the ensuing calendar year and the net remaining revenue terminal rental adjustment to be applied as a credit for the benefit of the Company which credit shall be calculated in accordance with Sections 5.3(B)&(C) of the Airport Use Agreement. The Board shall provide the Company with the established rates for the ensuing calendar year by providing the Company with revised Exhibits "E-1" to "E-3" and the Company shall pay to the Board on the

first day of each month during the calendar year the total monthly rental, fees and charges as set forth on Exhibit "E-1" less the monthly net remaining revenue terminal rental adjustment set forth on Exhibit "E-1". The rental payments made by the Company during each calendar year shall be subject to an adjustment pursuant to Section 5.10 of the Airport Use Agreement and an annual settlement as provided under Section 6.3 of the Airport Use Agreement. During any calendar year, the Chief Financial Officer of the Board may make reasonable and equitable adjustments to the rental and use charge for the Shared Equipment when the Chief Financial Officer of the Board reasonably determines such adjustments are necessary and appropriate based upon the removal, addition, reassignment or substitutions of portions of the Shared Equipment as provided in Section II, C of this Agreement. Such adjustments shall be effective as of the date of the removal, additional, reassignment or substitution as set forth in written notice by the Board to the Company.

ARTICLE V

Except as specifically provided in this Second Amendment, the Agreement is not otherwise amended, modified or superseded.

KENTON COUNTY AIRPORT BOARD

By: _____
CANDACE S. McGRAW, CEO

ATTEST:

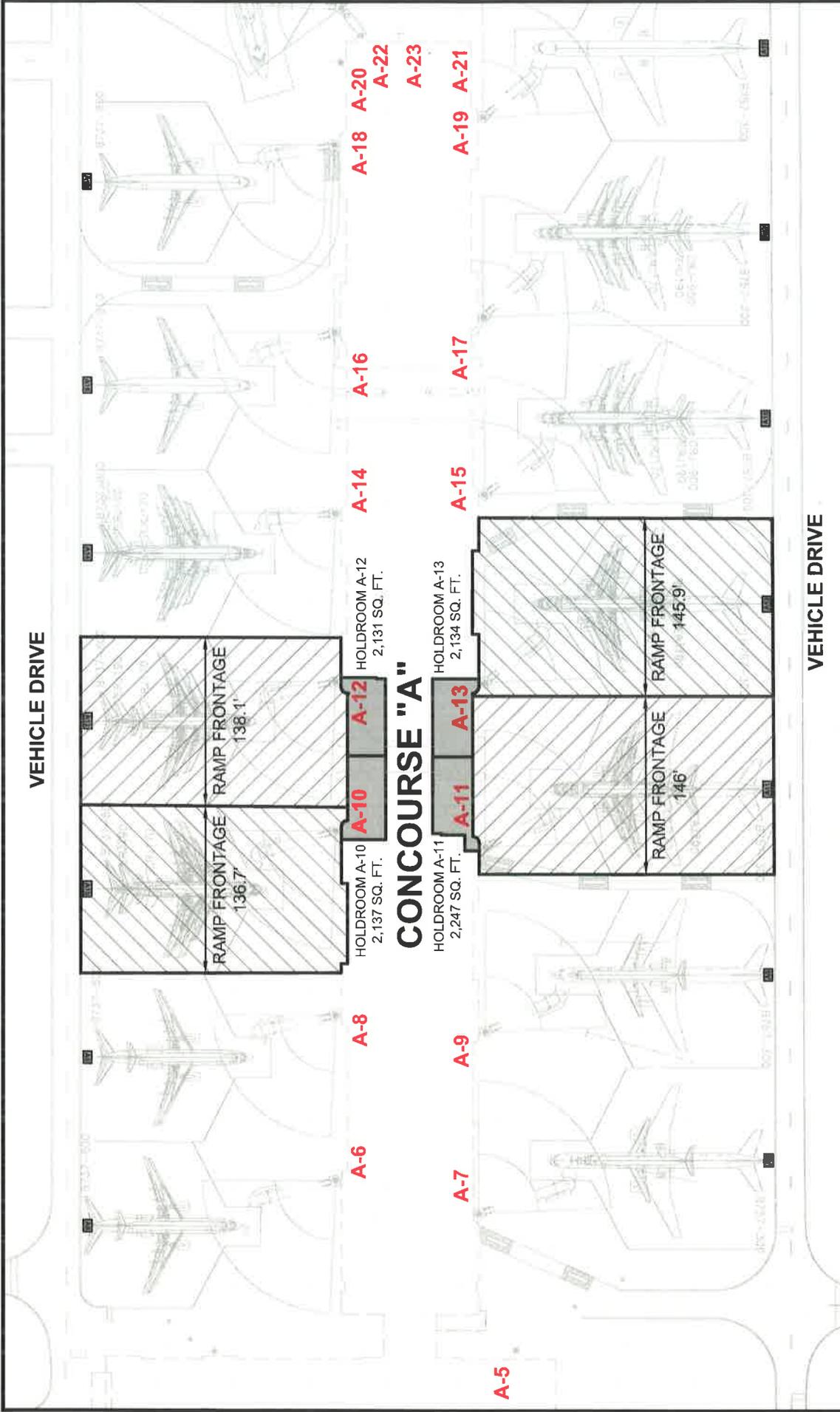
Sheila R. Hammons, Secretary/Treasurer

COMPANY

By: _____
Printed Name: _____
Its: _____

Approved as to form and legality

Ziegler & Schneider, P.S.C.
General Counsel, Kenton County Airport Board



VEHICLE DRIVE

VEHICLE DRIVE

HOLDROOM A-10
2,137 SQ. FT.

HOLDROOM A-12
2,131 SQ. FT.

HOLDROOM A-11
2,247 SQ. FT.

HOLDROOM A-13
2,134 SQ. FT.

CONCOURSE "A"

A-6 A-8 A-10 A-12 A-14 A-16 A-18 A-20 A-22 A-23

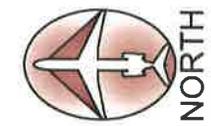
A-5 A-7 A-9 A-11 A-13 A-15 A-17 A-19 A-21

RAMP FRONTAGE
136.7'

RAMP FRONTAGE
138.1'

RAMP FRONTAGE
146'

RAMP FRONTAGE
145.9'



NORTH

KENTON COUNTY AIRPORT BOARD



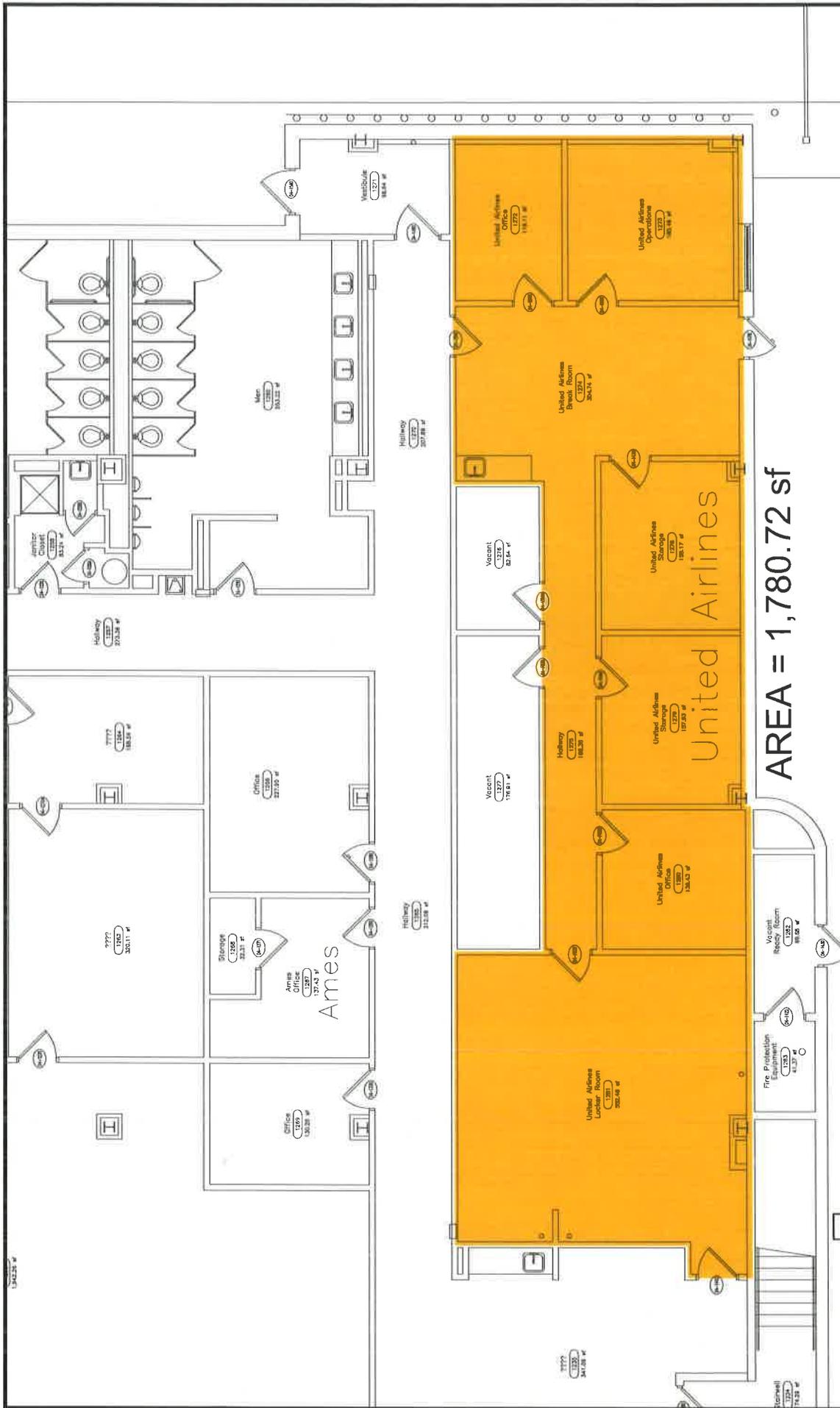
CINCINNATI/NORTHERN KENTUCKY
INTERNATIONAL AIRPORT

AIRLINE GATE LEASE AREAS
UNITED AIRLINES

EXHIBIT 'A'

PROJECT NO: KCAB	CHECKED BY: P.L.H.	SHEET NO:
DATE: 08-31-15	APPROVED BY: P.L.H.	01
DRAWN BY: D.F.T.	SCALE: N.T.S.	
CAD NO: Conc A Ramp Leases.dwg		

EFFECTIVE DATE: 01-01-16



CONCOURSE 'A'	
UNITED LEASE AREAS	
EXHIBIT 'C'	
PROJECT NO: KCAB	CHECKED BY: P.L.H.
DATE: 09-11-15	APPROVED BY: P.L.H.
DRAWN BY: D.F.T.	SCALE: 3/32"=1'0"
CAD NO: United Lease Renovation	
SHEET NO: 01 OF 02	

KENTON COUNTY AIRPORT BOARD

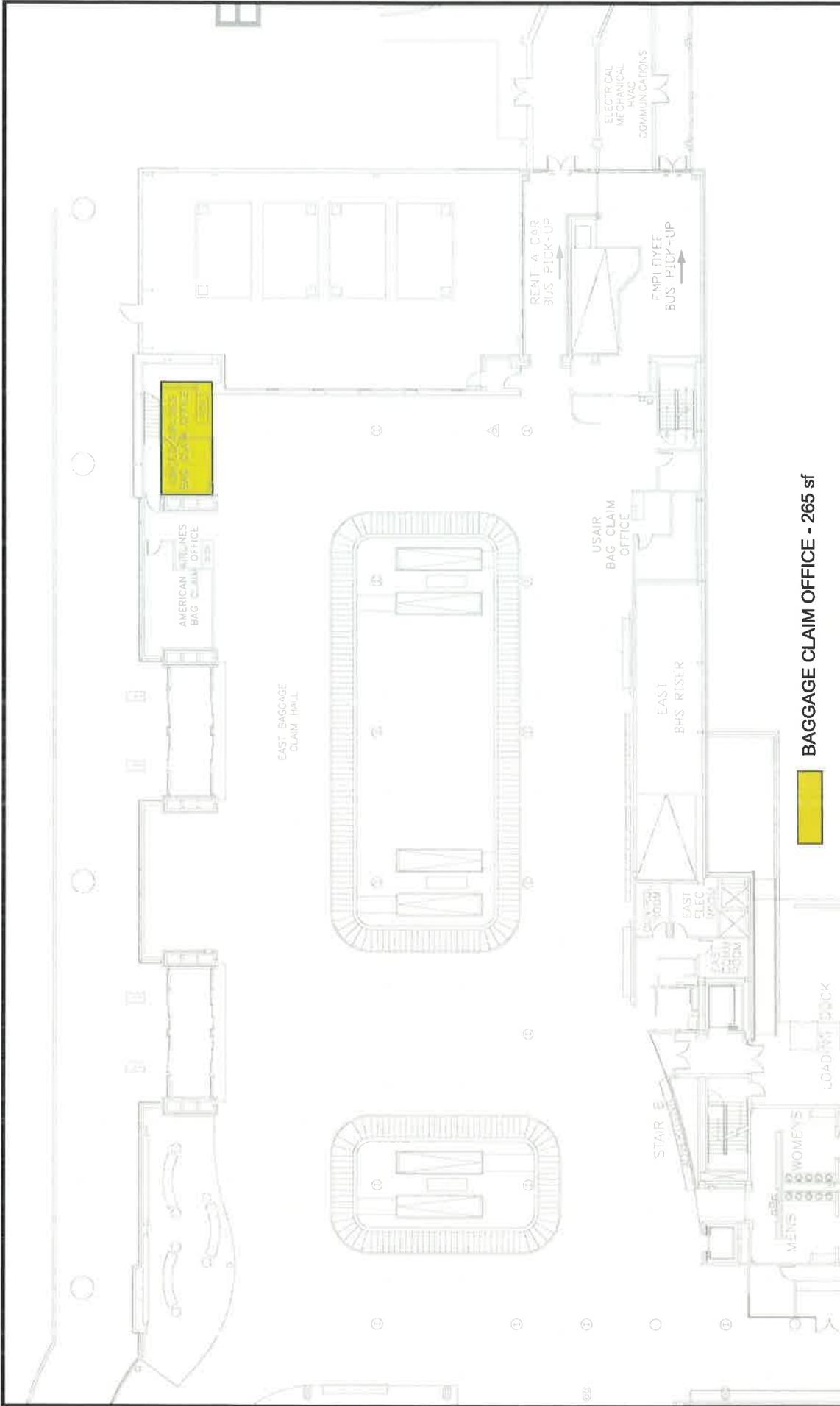
**CINCINNATI/NORTHERN KENTUCKY
INTERNATIONAL AIRPORT**

CONCOURSE 'A'

LOCATION

NORTH

EFFECTIVE DATE: 01-01-16



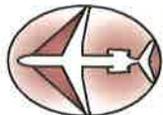
TERMINAL - BAGGAGE CLAIM OFFICE	
UNITED AIRLINES	
EXHIBIT 'C'	
PROJECT NO: KCAB	CHECKED BY: P.L.H.
DATE: 09-11-15	APPROVED BY: P.L.H.
DRAWN BY: D.F.T.	SCALE: N.T.S.
CAD NO: Airline Lease Drawings Terminal 01-01-16 Leases.dwg	

KENTON COUNTY AIRPORT BOARD



CINCINNATI/NORTHERN KENTUCKY INTERNATIONAL AIRPORT

EFFECTIVE DATE: 01-01-16



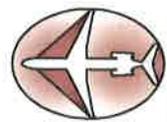
NORTH



TICKET COUNTER - 1,233.3 sf

TOTAL TICKET COUNTER COMMON SPACE - 1,721 sf

TICKET OFFICES - 756 sf



NORTH

KENTON COUNTY AIRPORT BOARD



**CINCINNATI/NORTHERN KENTUCKY
INTERNATIONAL AIRPORT**

**TERMINAL - WEST END TICKET POSITIONS
UNITED AIRLINES**

EXHIBIT 'D'

PROJECT NO: KCAB	CHECKED BY: P.L.H.	SHEET NO:
DATE: 09-11-15	APPROVED BY: P.L.H.	01
DRAWN BY: D.F.I.	SCALE: N.T.S.	
CAD NO: Airline Lease Drawings Terminal 01-01-16 Leases.dwg		

EFFECTIVE DATE: 01-01-16

Cincinnati/Northern Kentucky International Airport
 Kenton County Airport Board
 Terminal 3/ Concourse A Leased Premises, Shared Equipment, and Airline Shared Space
 Summary of Rental, Fees and Charges

9/23/2015

United Airlines

Space Description	Billable Footage/ # of Gates	Rental Rate/Use Charge	Annual Charge	Monthly Charge
Leased Premises				
Airline Gate Areas				
Holdroom (A10, A11, A12, A13)	8,649.0	\$ 21.18 (1)	\$ 183,185.82	\$ 15,265.49
Ramp - (Gates A10, A11, A12, A13)	566.7	\$ 561.71 (2)	\$ 318,321.06	\$ 26,526.75
Loading bridge - (Gates A10, A11, A12, A13) (includes 400 Hz, 28.5 V DC, PCA, potable water)	4	\$ 45,412.43 (3)	\$ 181,649.72	\$ 15,137.48
Ticket Counter				
Ticket Counter (8 positions of 38)	1,233.3	\$ 24.64 (4)	\$ 30,391.87	\$ 2,532.66
Ticket Office	756.0	\$ 24.64 (4)	\$ 18,629.90	\$ 1,552.49
Ticket Office Common Hallway (7)	488.3	\$ 24.64 (4)	\$ 11,540.19	\$ 961.68
Kiosk Area	-	\$ 24.64 (4)	\$ -	\$ -
Operations				
Operations	1,780.7	\$ 21.18 (1)	\$ 37,715.23	\$ 3,142.94
Baggage Service	265.0	\$ 24.64 (4)	\$ 6,530.32	\$ 544.19
Shared Equipment and Airline Shared Space				
LAN	4	N/A	N/A	N/A
MUFIDS	4	N/A	N/A	N/A
Baggage Claim	4	\$19,521.97 (5)	\$ 78,087.87	\$ 6,507.32
Bag System Fee	4	\$ 64,321.23 (5)	\$ 257,284.93	\$ 1,949.13
AGTS Fee	4	\$ 14,403.94 (5)	\$ 57,615.75	\$ 4,801.31
Bag Make-Up Conc A	4	\$ 40,241.09 (6)	\$ 160,964.36	\$ 13,413.70
Pre-Conditioned Air	4	\$ 7,622.48 (6)	\$ 30,489.92	\$ 2,540.83
TOTAL RENTAL, FEES AND CHARGES			\$ 1,372,406.94	\$ 94,875.96
Net Remaining Revenues Terminal Rental adjustment (8)			\$ (134,562.00)	\$ (11,213.50)
ADJUSTED RENTAL, FEES AND CHARGES			\$ 1,237,844.94	\$ 83,662.46

(1) Concourse A terminal rental rate calculated in accordance with Section 5.6(B)(1) of the Airport Use Agreement
 (2) Terminal Ramp Area Rental Rate calculated in accordance with Section 5.6(B)(2) of the Airport Use Agreement
 (3) Concourse A Loading Bridge charge calculated in accordance with Section 5.6 (B) (4) of the Airport Use Agreement
 (4) Calculated in accordance with Exhibit E-2.
 (5) Calculated in accordance with Exhibit E-3
 (6) Calculated in accordance with Section 5.6(B)(3) of the Airport Use Agreement
 (7) Hallway includes 1,721 sq.ft. allocated based upon amount of leased ticket office space
 (8) Application of Net Remaining Revenues Terminal Rental Adjustment calculated in accordance with Section 5.3 (B) & (C) of the Airport Use Agreement

Dollar amounts shown are for illustrative purposes only and are based on the Airport Use Agreement Exhibits

CINCINNATI/NORTHERN KENTUCKY INTERNATIONAL AIRPORT
 KENTON COUNTY AIRPORT BOARD

Exhibit E-2

9/23/2015

CALCULATION OF TERMINAL 3 FACILITY BASE BUILDING CHARGE

	Annual Cost	SQ. Ft.	Rate per Sq. Ft.
Net Annual Terminal O&M Charge Under Delta Agreements (1)(2)	\$20,992,719.39	851,883	\$24.64
Utilities (3)	\$0.00	851,883	\$0.00
Total Terminal 3 Facility Base Building Charge	<u>\$20,992,719.39</u>		<u>\$24.64</u>

(1) Delta Agreements pertaining to the Terminal 3 Facilities are as defined in the Airport Use Agreement

(2) Net Annual Terminal O&M Charges is calculated in accordance with Section 5.6(A)(1) of the Airport Use Agreement

(3) In accordance with Section 5.6 (A)(6) of the Airport Use Agreement to the extent that utilities are included in the calculation of the Base Rental Rate a separate charge for utilities will not be included in of the Base Building Rental Rate

Dollar amounts shown are for illustrative purposes only and are based on the Airport Use Agreement Exhibits

CINCINNATI NORTHERN KENTUCKY INTERNATIONAL AIRPORT
KENTON COUNTY AIRPORT BOARD

EXHIBIT E-3

CALCULATION OF DELTA MAINTAINED SHARED EQUIPMENT CHARGES

9/23/2015

Description	Building SQ. Ft.	Base Bldg. Charge (1)	Total
Bag Claim Allocated Cost			
Base Building Costs			
Baggage Claim(2)			
Bag Claim Equipment Maintenance Costs(currently included in Bag System)(3)	39,610	\$24.64	\$978,098.38
Total Bag Claim Allocated Cost			\$978,098.38
Concourse A Gates			22
Concourse B Gates			28
Total Gates for Allocation			50
Cost Per Conc. A Gate			\$19,821.97

Description	Building SQ. Ft.	Base Bldg. Charge (1)	Total	T3 & Tunnel Areas Serving All Gates	Areas Serving Concourse B Gates Only
Bag System Allocated Cost					
Base Building Costs					
East Mezzanine (2)	22,514	\$24.64	\$554,806.33		
T-Drive (2)	24,137	\$24.64	\$594,801.48		
Total T3 Bag System Area	46,651		\$1,149,607.81	\$1,149,607.81	
Tunnel Conveyors (2)	111,074	\$24.64	\$2,737,168.15		
TIC Risers (2)	1,729	\$24.64	\$42,607.27		
Con B Matrix (2)	45,922	\$24.64	\$1,131,643.27		
Total Tunnel Areas & Matrix Serving all Gates	158,725		\$3,911,417	\$3,911,416.69	
Con B (excludes matrix area) (2)	112,943	\$24.64	\$2,783,223.41		
Base Building Cost allocated at Cost per Sq. Foot	318,319		\$7,844,247.91	\$4,061,024.50	\$2,783,223.41
Cost to be Allocated Based on Building Square Feet				65%	35%
Bag System Future Delta Funded Capital Improvements		\$0.00	\$0.00		
Bag System Future Board Funded Capital Improvements		\$0.00	\$0.00		
Bag System Prior Faced Improvement Costs		\$1,926,724	\$1,926,724		
Bag System Maintenance Costs (3)			\$1,926,724	\$1,242,466	
Total Cost to be Allocated Based on Square Feet in Each Area as % of Total Sq. Feet			\$9,769,972	\$6,303,461	
Total Bag System Allocated Costs					
Concourse A Gates				22	
Concourse B Gates				28	
Concourse C Gates				48	
Total Gates for Allocation				98	
Cost Per Conc. A Gate					\$ 64,321.23

(4) (5)

(4) (5)

(4) (5)

Description	Building SQ. Ft.	Base Bldg. Charge (1)	Total
AGTS Allocated Costs			
Costs Allocated to AGTS System			
Base Building Cost			
AGTS Areas (2)	56,026	\$24.64	\$1,380,633.37
AGTS Prior Fixed Improvement Costs		\$0.00	\$0.00
AGTS Future Delta Funded Capital Improvements		\$0.00	\$0.00
AGTS Future Board Funded Capital Improvements			
AGTS Maintenance Costs (3)			\$1,442,538
Total AGTS Allocated Costs			\$2,823,171.57
Agreed upon Reduction %			50%
Total to be allocated by Gate			\$1,411,585.78
Concourse A Gates			22
Concourse B Gates			28
Concourse C Gates			48
Total Gates for Allocation			98
Cost Per Conc. A Gate			\$14,403.94

AGTS Allocated Costs

Description	Building SQ. Ft.	Base Bldg. Charge (1)	Total
Costs Allocated to AGTS System			
Base Building Cost			
AGTS Areas (2)	56,026	\$24.64	\$1,380,633.37
AGTS Prior Fixed Improvement Costs		\$0.00	\$0.00
AGTS Future Delta Funded Capital Improvements		\$0.00	\$0.00
AGTS Future Board Funded Capital Improvements			
AGTS Maintenance Costs (3)			\$1,442,538
Total AGTS Allocated Costs			\$2,823,171.57
Agreed upon Reduction %			50%
Total to be allocated by Gate			\$1,411,585.78
Concourse A Gates			22
Concourse B Gates			28
Concourse C Gates			48
Total Gates for Allocation			98
Cost Per Conc. A Gate			\$14,403.94

(1) Calculated in accordance with Exhibit E.2.

(2) Square Feet for each area as set forth in exhibits to Terminal 3 Facility Lease Agreement between Delta and the Board

(3) Maintenance costs shall be estimated annually in accordance with Section 6.2 of the Airport Use Agreement and will be adjusted to actual amounts calculated in accordance with the Terminal 3 Facility Lease Agreement as part of the annual settlement process in accordance with Section 6.3 of the Airport Use Agreement.

(4) 46,651-158,725 divided by 318,319 = 65%

(5) 112,943 divided by 318,319=35%

Dollar amounts shown are for illustrative purposes only and are based on the Airport Use Agreement Exhibits