

**PIEDMONT TRIAD AIRPORT AUTHORITY
RESTATED INCENTIVES PROGRAM
FOR NEW NON-STOP PASSENGER SERVICE**

The Piedmont Triad Airport Authority (the "Authority") shall provide incentives for flights that any new or incumbent Airline introduces to airports that are not being served from Piedmont Triad International Airport ("GSO") and for flights that any new Airline introduces to airports that are already being served from GSO by another Airline. The terms of this Program and applicable definitions are set forth below.

Incentive for New GSO Service

If an Airline introduces New GSO Service to another airport, the Authority shall waive the New Service Charges for the service to such destination for an Incentives Period of two years after the date on which such service begins, subject to the per passenger limitation stated below. The purpose of such incentive is to expand the destinations to which Qualifying Service is offered from GSO. The incentive granted under this Paragraph for an Airline's New GSO Service shall be in lieu of any additional incentive for which such service might otherwise qualify under the New Entrant Competitive Service classification.

Incentive for New Entrant Competitive Service

If New Entrant introduces New Entrant Competitive Service to another airport, the Authority shall waive the New Service Charges for the service to such destination for an Incentives Period of one year after the date on which such service begins, subject to the per passenger limitation stated below. The purpose of such incentive is to attract New Entrant Airlines to GSO to provide more service and increased Airline competition for established routes.

Per Passenger Limitation

Notwithstanding the foregoing, the total New Service Charges that are waived by the Authority hereunder during any calendar

year for all of an Airline's New GSO Service and New Entrant Competitive Service combined shall not exceed \$12.00 for each Qualifying Passenger that such Airline enplanes on its Qualifying Flights during such year.

Payment and Settlement Procedures

An Airline qualifying for incentives hereunder shall pay its net Authority Charges as follows:

1. The Airline shall submit to the Authority its GSO flight schedule for each month on or before the 20th day of the preceding month. The Airline shall pay, at the beginning of each month, the Terminal Rents that it would owe for such month to the Authority in the absence of this Program, less a proportion thereof determined by dividing the number of its scheduled Qualifying Flights by the total of its scheduled flights from GSO for such month. If, during the course of any month, an Airline uses any Terminal facilities on a per use basis, it shall pay per turn fees for all of its Non-Qualifying Flights but not for any of its Qualifying Flights.
2. Within 20 days after the end of each calendar month, the Airline shall submit to the Authority, with its monthly landing fee report, a statement specifying (1) the aircraft landings for the aircraft that were used for its Qualifying Flights during such month and the landing fees that it would owe for such landings in the absence of this Program, (2) the number of its Qualifying Flights and Qualifying Passengers for such month, and (3) such other detail as the Authority shall require.
3. Upon the submission of such statement by an Airline, a provisional settlement shall be made of the net Authority Charges that the Airline owes to the Authority for such month after deducting the incentives that are provided to the Airline hereunder. For purposes of the provisional monthly settlement, the total of the Airline's New Service Charges that are waived under this Program for the month in question shall be limited to \$12.00 per Qualifying Passenger enplaned by such Airline during such month. The Airline shall then pay to the Authority any balance due for

such month based on the provisional settlement; or if there has been an overpayment, the Authority shall credit such overpayment against any obligations of the Airline that are then due or coming due to the Authority.

4. On or before January 31 of each year, a final settlement shall be made of the net Airport Charges owed by the Airline for the preceding calendar year based on the number of the Airline's Qualifying Passengers for the year as a whole. The Airline shall then pay to the Authority any balance due for such year after deduction of its previous monthly payments; or if there has been an overpayment for the year, the Authority shall credit such overpayment against any obligations of the Airline that are then due or coming due to the Authority.
5. The Authority shall have the right to audit the Airline's internal traffic data and other industry data to verify the accuracy of the monthly statements that are submitted by the Airline and to make appropriate adjustments to any incentives that may be owed hereunder in accordance with the results of such audit.

Marketing Support

In addition to waiving New Service Charges to the extent provided herein, the Authority shall, in its sole judgement, provide marketing support, from its available marketing budget, to promote the expanded service at the Airport resulting from the addition of New GSO Service or New Entrant Competitive Service, as follows:

1. Marketing support shall be provided for the new service through advertising to prospective passengers and the local community. The support shall not begin for such new service until after an Airline submits its planned flight schedule to the Authority (its "Service Commitment") and ticketing for such flight schedule is available for sale to the general public in the airline's reservation system. However, preplanning of marketing activities, creative materials, and contracts for public notifications can begin before the Airline's flight schedule is entered in its reservation system.
2. The Authority shall integrate notice, marketing and

promotion of the new service within the Authority's existing marketing program and shall coordinate its marketing activities with the Airline providing the new service to ensure a consistent and correct message.

3. The Authority shall decide whether to provide such marketing support, the manner in which such support shall be provided, the amount to be expended for such support, and the timing and the duration thereof. In making such determinations, the Authority shall take into account, among other factors, the amount available, if any, from the Authority's marketing budget for the marketing support, the value of adding the new service to the existing passenger service at the Airport and the importance of the destination to the travelling public, either as a final destination or for making connections to other locations, the Airline's history and capability of providing high quality service and meeting its commitments, the seat capacity of the new service, whether the new service is New GSO Service or New Entrant Competitive Service, whether the Airline is a New Entrant, and the number of new service destinations that are then being offered by the Airline.

4. All advertising that is provided by the Authority shall promote the public awareness and usage of GSO, and shall prominently include the GSO name, logo (in the case of visual material) and "Fly Easy" or other advertising slogan of the Authority. The Authority shall pay any costs of designing, producing or placing advertising directly to the vendor, and shall not reimburse any advertising expenses to the Airline. Marketing support for any new service shall in no event extend for more than two years, in the case of New GSO Service, or for more than one year, in the case of New Entrant Competitive Service.

5. The Authority reserves the right to discontinue new service marketing at any time or for any reason. If an Airline that has been given marketing support fails to provide substantially the service described in its Service Commitment for at least two months after the service begins, the Airline shall reimburse to the Authority, upon demand, a pro rata share of any marketing expenses that have been incurred by the Authority for such service based upon the proportion of such two month period that the Airline fails to substantially meet such commitment.

Incentive Agreement

The Authority will enter into an Incentive Agreement with each Airline that undertakes New GSO Service or New Entrant Competitive Service and that requests incentives for such service. The Incentive Agreement shall in all respects be consistent with and subject to the terms and conditions of this Program. The Authority shall periodically publish on its website a list of the Air Carriers with which it has entered Incentive Agreements naming the Airline to which the incentives have been awarded, specifying the incentives that have been awarded to the Airline and identifying the incentivized service, but no such publication shall be made by the Authority for any particular service in advance of the time when such service shall commence.

Term

The term of this Program shall begin as of July 1, 2024 and shall continue through and including December 31, 2026. If, on or before December 31, 2026, an Airline begins any new service that qualifies for incentives hereunder, such Airline shall continue to be entitled to such incentives for the full Incentives Period for such service even in such Incentives Period continues beyond December 31, 2026.

Definitions

1. Affiliates: Two or more airlines (i) that are under common control, (ii) that operate at the Airport under the same trade name, or (iii) that use the same two-letter designator code for their flights from the Airport.
2. Airline: An air carrier that provides scheduled passenger service at GSO. Cargo carriers are not included in this definition and shall not be eligible for any incentives hereunder.
3. Authority Charges: The landing fees, Terminal Rents and per turn fees that would be payable by an Airline to the Authority in the absence of this Program.

4. Incentive Agreement: A written, standalone agreement between the Authority and an Airline that has upcoming service qualifying for incentives hereunder specifying the incentives that will be awarded for such service, the conditions for such incentives, and the applicable Incentives Period. The Authority shall prepare a written offer to the Airline setting forth the terms of a proposed Incentive Agreement. The Airline can accept such offer, and enter into the agreement, either by signing the offer or by its subsequent posting of its flight schedule for such service on its airline reservation system.
5. Incentives Period: One year in the case of New Entrant Competitive Service and two years in the case of New GSO Service, in each case beginning on the date the Airline starts the new service.
6. New Entrant: An Airline that has not itself provided, and that does not have any Affiliate that has provided, air service from GSO within 12 months before it enters into an Incentives Agreement with the Authority.
7. New Entrant Competitive Service: Qualifying Service introduced by a New Entrant Airline to another airport to which service is already being provided from GSO by another Airline.
8. New GSO Service: Qualifying Service introduced by an Airline to another airport that, at the time such Airline enters into an Incentives Agreement with the Authority, does not have any scheduled nonstop service from GSO and to which neither such Airline nor any Affiliate of such Airline has provided nonstop service from GSO within the preceding 12 months. If an Airline is the first to make a public announcement to the Associated Press or other nationally recognized media outlet of its intention to provide New GSO Service to a particular airport, and if such Airline begins such service within 180 days after such announcement, such Airline shall be regarded as the first Airline to provide such service even if another Airline actually commences service to the same destination within such 180-day period.

9. New Service Charges: The following Authority Charges with respect to the Qualifying Flights of an Airline to a New GSO Service destination or to a New Entrant Competitive Service destination: (1) the Airline's landing fees for landing the aircraft that are used for the outgoing service; (2) a proportionate part of its Terminal Rents, if any, determined by dividing the number of such Qualifying Flights during each respective calendar month by the total of its departing flights from GSO during such month, taking into account only Qualifying Flights and other departing flights using leased gates; and (3) if the Airline uses any Terminal facilities on a per use basis for providing any Qualifying Flights, the amount of the per turn fees for such flights. No other Authority Charges shall be waived under this Program.
10. Qualifying Flights: The flights operated by an Airline from GSO to a New GSO Service Destination, or to a New Entrant Competitive Service destination, during the applicable Incentives Period.
11. Qualifying Passengers: Originating passengers who are boarded at GSO on Qualifying Flights. Non-revenue passengers and passengers originating their air travel at other airports are not included.
12. Qualifying Service: Scheduled non-stop service, with at least one weekly frequency, from GSO to another airport.
13. Terminal Rents: The rent that the Airline owes to the Authority for exclusive use space and for joint use space within the GSO Terminal Building and for the Airline's apron positions at its aircraft departure gates.

Amendment and Revocation

The Authority, through action of its Board of Directors, may amend or revoke this Program at any time. The Executive Director of the Authority may amend this Program at any time, without Board action, to clarify its meaning, to improve its administration or to achieve its intent. If this Program is revoked, the incentives granted hereunder for service that an Airline has

already begun shall nevertheless continue for the balance, if any, of the applicable Incentives Period.

No Effect on Airport Charges to other Airlines

This Program shall not affect the Authority's rates and charges for non-participating Airlines nor shall it affect the rates and charges that are payable by the participating Airlines except for the allowance of the incentives that are earned hereunder.

Other Terms and Conditions

This Program shall be subject to the additional terms and conditions set forth below notwithstanding any provisions hereof to the contrary:

1. If a city or market has more than one airport, each of those airports shall be regarded as a separate destination under this Program in determining whether flights to such airport constitute either New GSO Service or New Entrant Competitive Service.
2. Scheduled seasonal service to a destination shall be regarded for purposes of this Program as being continuous throughout the year and shall not be deemed to have been terminated during the off-season interludes.
3. Service by an Airline to another airport shall not qualify for an incentive hereunder if such service is assumed by that Airline in connection with a merger or acquisition, a transfer or leasing of an operating authorization, or other agreement with another Airline that was already providing GSO service to such airport at the time of the transaction in question except for incentives were being provided to such other Airline at the time of such transaction and then only to the expiration of such incentives.
4. All incentives for a particular destination shall end upon the termination of the Incentives Period for such destination.

5. To qualify for an incentive under this Program an Airline must be current on its remaining financial and other obligations to the Authority.
6. The Executive Director of the Authority shall have the right to resolve any questions of interpretation that may arise under this Program.
7. The Authority shall not be bound to provide any incentives under this Program if, after allowance of such incentives, the Authority's income available for debt service would be insufficient to meet the rate covenant under the Authority's Bond Order.
8. The Authority will not be bound by this Program if this Program, or any incentive allowed hereunder, is found by any governmental agency or court of competent jurisdiction to be contrary to any law or regulation or to be in violation of the Authority's federal grant assurances, or if any governmental agency withholds financial aid to the Authority as a result of the implementation of any part of this Program. An Airline shall reimburse to the Authority any incentives previously allowed to such Airline if a final order is entered by any governmental agency or court of competent jurisdiction that the allowance of such incentives was contrary to any such law, regulation or grant assurance or if any governmental agency withholds any financial support to the Authority by reason of the past allowance of such incentives.