ESTADO LIBRE ASOCIADO DE PUERTO RICO

DEPARTAMENTO DE ESTADO
Núm. Reglamento 7212
Fecha Rad: 30 de agosto de 2006
Aprobado: Hon. Fernando J. Bonilla
Secretario de Estado
Por: _____
Secretaria Auxiliar de Servicios

JUNTA DE DIRECTORES
SAN JUAN, PUERTO RICO

RESOLUCIÓN PARA LA AUTORIDAD DE LOS PUERTOS DE PUERTO RICO

RESOLUCIÓN NÚMERO 2006-70

El Director Ejecutivo de la Autoridad de los Puertos sometió el siguiente asunto a la consideración y aprobación de la Junta de Directores:

SOLICITUD PARA AUTORIZAR AL DIRECTOR EJECUTIVO DE LA AUTORIDAD DE LAS PUERTOS A ADOPTAR LA TARIFA A-3-7 QUE ESTABLECE LAS TARIFAS, DERECHOS, CÁNONES DE ARRENDAMIENTO Y OTROS CARGOS POR EL USO DE LAS INSTALACIONES DE AVIACIÓN PÚBLICA Y LOS TERMINALES DE PASAJEROS Y CARGA DEL AEROPUERTO INTERNACIONAL LUIS MUÑOZ MARÍN.

Explicó el Director Ejecutivo de la Autoridad de los Puertos, licenciado Fernando J. Bonilla Ortiz, explicó a la Junta de Directores que la Tarifa Número A-3-6 adoptada mediante la Resolución Número 2005-26, establece las tarifas, derechos, cánones de arrendamiento, y otros cargos por el uso de las instalaciones de aviación pública y los terminales de pasajeros y carga en el Aeropuerto Internacional Luis Muñoz Marín.

La Autoridad ha revisado todas las tarifas, derechos, cánones de arrendamiento y otros cargos en el Aeropuerto Internacional Luis Muñoz Marín para determinar si cumple con los requisitos de la Ley Número 125 del 7 de mayo de 1942, según enmendada y para determinar la necesidad de enmendar o extender los mismos.

TGD

De acuerdo a dicha revisión, la Autoridad ha determinado la necesidad de cambiar las tarifas, derechos, cánones de arrendamiento y otros cargos en el Aeropuerto Internacional Luis Muñoz Marín.

La Autoridad publicó avisos públicos notificando la intención de esta corporación de revisar la Tarifa A-3-6, y los cargos allí establecidos. La tarifa revisada estuvo disponible al público en general para su examen y revisión, y se invitó al público a someter comentarios por escrito y asistir a la vista pública celebrada el 11 de mayo de 2006.

Junto con esta Resolución se acompaña y se hace formar parte integral de la misma, el informe del Oficial Examinador, Lcdo. Edwin V. Rosas Bayonet, quien presidió la vista pública.

En atención a los méritos de los argumentos expuesto, la Junta de Directores resuelve autorizar al Director Ejecutivo de la Autoridad de los Puertos o al funcionario

en que él delegue a adoptar la Tarifa A-3-7 que establece las tarifas, derechos, cánones de arrendamiento y otros cargos por el uso de las instalaciones del Aeropuerto Internacional Luis Muñoz Marín, y el Informe del Oficial Examinador, licenciado Rosas Bayonet, estableciendo la estructura general de tarifas y otros cargos para el período del 1 de julio de 2006 hasta el 30 de junio de 2007.

En la fecha de aprobación de esta Resolución, la efectividad de todas las resoluciones estableciendo tarifas, derechos, cánones de arrendamiento y otros cargos por el uso de las instalaciones del Aeropuerto Internacional Luis Muñoz Marín, cesará. Esta Resolución, en manera alguna afectará, la efectividad de las tarifas, derechos, cánones de arrendamiento y otros cargos para períodos con anterioridad del 1 de julio de 2006.

La Autoridad se reserva la facultad a enmendar los derechos, cánones de arrendamiento y otros cargos aquí establecidos, sí durante el período de efectividad de esta Resolución ocurrieran cambios significativos que ameriten enmiendas a dichas tarifas, derechos, cánones de arrendamiento y otros cargos.

En conformidad con la Sección 336, (l) (1) de la Ley Habilitadora de la Autoridad de los Puertos de Puerto Rico, Ley Número 125 de 7 de mayo de 1942, según enmendada, y en conformidad con la Ley de Procedimiento Administrativo Uniforme, Ley Número 170 de 12 de agosto de 1988, Sección 2128 (a) (1), la efectividad de estas tarifas será al 1 de julio de 2006.

POR TANTO, la Junta de Directores de la Autoridad de los Puertos de Puerto Rico aprobó la siguiente:

RESOLUCIÓN NÚMERO 2006-70

SE RESUELVE, AUTORIZAR AL DIRECTOR EJECUTIVO DE LA AUTORIDAD DE LAS PUERTOS A ADOPTAR LA TARIFA A-3-7 QUE ESTABLECE LAS TARIFAS, DERECHOS, CÁNONES DE ARRENDAMIENTO Y OTROS CARGOS POR EL USO DE LAS INSTALACIONES DE AVIACIÓN PÚBLICA Y LOS TERMINALES DE PASAJEROS Y CARGA DEL AEROPUERTO INTERNACIONAL LUIS MUÑOZ MARÍN Y EN CONFORMIDAD CON LA SECCIÓN 336, (L) (1) DE LA LEY HABILITADORA DE LA AUTORIDAD DE LOS PUERTOS DE PUERTO RICO, LEY NÚMERO 125 DE 7 DE MAYO DE 1942, SEGÚN ENMENDADA, Y EN CONFORMIDAD CON LA LEY DE PROCEDIMIENTO ADMINISTRATIVO UNIFORME, LEY NÚMERO 170 DE 12 DE AGOSTO DE 1988, SECCIÓN 2128 (A) (1), LA EFECTIVIDAD DE ESTAS TARIFAS SERÁ AL 1 DE JULIO DE 2006.

En San Juan, Puerto Rico, hoy 30 de junio de 2006.

Hon. Gabriel Alcaraz Emmanuelli
Presidente, Junta de Directores

Sra. Terestella González Denton
Secretaria, Junta de Directores

TARIFF RULES AND REGULATIONS (TARIFF A.3.7)

Containing Rents, Fees, and Charges, and Other Operating Requirements for Luis Munoz Marin International Airport

ARTICLE 1- APPLICABILITY

1.1 Applicability. To the extent that the rates, fees, charges, and rules and regulations contained in this resolution are not specified elsewhere through formal agreements with the Authority, the rates, fees, and charges, attached hereto as "Appendix 1" and the associated rules and regulations contained herein and attached hereto as "Appendix 2" shall apply to the operators and users of Luis Muñoz Marín International Airport (LMM).

1.2 Authorized Collection. The collection by any operator or person of any different tariff to that herein established for the service rendered by the Authority and/or the use of its facilities at LMM is illegal, unless a specific contract has been signed with the Authority and /or prior written consent has been obtained from the Authority. Furthermore an operator or person collecting fees and charges on behalf of the Authority must have expressed written consent from the Authority.

ARTICLE 2 - TERMS AND LIMITATIONS ON TERMS

2.1 Terms. Terms not otherwise defined herein shall have the same meaning set forth in the Authority Enabling Act, Trust Indenture, standard Airline Operating and Lease Agreements with the Authority, or otherwise as commonly accepted according to general usage in the aviation industry.

ARTICLE 3 - RATES, FEES AND CHARGES

3.1 Signatory Landing Fees. Signatory Landing Fees for the use of the landing area will be assessed to the Airline for each landing of said aircraft at LMM so long as the Airline has executed, and is not in default on, an Airline Operating Agreement at LMM. Signatory Landing Fees are calculated by multiplying the applicable rate by the quotient of the aircraft's maximum allowable gross take off weight (MAGTOW) at which an aircraft may take off from an airport as certificated by the Federal Aviation Administration and recited in flight manuals governing that aircraft type divided by 1,000 pounds. In no case will an operator pay less than the Minimum Landing Fee.

3.2 Non Signatory Landing Fees. Any operator that is not a signatory to an Airline Operating Agreement shall pay a landing fee equal to 125 percent of the Signatory Landing Fee. Non Signatory Landing Fees are calculated by multiplying the applicable rate by the quotient of the aircraft's maximum allowable gross take off weight (MAGTOW) at which an aircraft may take off from an airport as certificated by the Federal Aviation Administration and recited in flight manuals governing that aircraft type divided by 1,000 pounds. In no case will an operator pay less than the Minimum Landing Fee. Other terms and conditions applicable to non signatory airlines are attached hereto as "Appendix 2."

3.3 Minimum Landing Fee. In circumstances where the calculated amount of Signatory Landing Fees or Non Signatory Landing Fees for any given landing are less than the applicable Minimum Landing Fee, the Minimum Landing Fee for the use of the landing area will be assessed to the operator for each landing of an aircraft at LMM.

3.4 Parking Fees. An aircraft parked at LMM on paved or unpaved ground not under lease, and designated by the Authority for such use (as available), will be charged for calendar day or fraction per 1,000 pounds of MAGTOW. No parking fee will be assessed in respect to an aircraft parked within an area leased by fixed base operators, aircraft owners, or operators and is receiving an authorized service of those included in the contract with the Authority.

3.5 Government Exclusions to Landing Fees and Parking Fees. There shall be no Landing Fee or Parking Fee charge for Government aircraft including but not necessarily limited to aircraft owned or operated under lease or contract by the U.S. Government, the Commonwealth of Puerto Rico, or other foreign military aircraft.

3.6 Other Exclusions to Landing and Parking Fees. Certain exclusions to Landing Fees and/or Parking Fees are as follows: (1) there shall be no charge for the landing and parking of an aircraft in the case of a return landing or a landing not originally destined for LMM for mechanical, meteorological, bomb search, or other emergency reasons; (2) there shall be no charge for the landing and parking of an aircraft if the arrival and departure is for the purpose of fueling, crew change, or cabin service without enplaning or deplaning of revenue passengers, or the loading or unloading of revenue items of any kind, and no revenue is derived from the operation (in this case, the aircraft operator must submit a certified statement within the next five calendar days after the flight or said flight will be subject to payment of charges as they apply to revenue flights); and (3) there shall be no charge for the parking of an aircraft that enplanes and deplanes passengers within the Permitted Gate Occupancy Times plus applicable Grace Period (as may be defined from time to time by the Authority, currently after the arrival of 4 hours for jet aircraft and 2 hours for propeller aircraft).

3.7 Rental for Passenger Terminal Space. Rental for space other than space referred to in Item 3.8 will be charged at the passenger and freight terminals at the rates prescribed in this tariff.

3.8 Charges for Common Use Space. Passenger fees are assessed according to flight origin and destination for space used in common by the air carriers using LMM. Charges for Common Use Space cover the equivalent rent for holdrooms, sterile passenger circulation areas, baggage makeup areas, and baggage claim areas.

APPENDIX 1
SCHEDULE OF RATES, FEES, AND CHARGES

Item	Rate	Notes
Landing Fees		*1*
"Signatory Landing Fee" (per 1,000 pounds of "MAGTOW")	$ 2.72	
"Non Signatory Landing Fee" (per 1,000 pounds of "MAGTOW")	3.40	
"Minimum Fee per Landing"	23.80	
Parking Fees		*1*
Per calendar day or fraction thereof (per 1,000 pounds of "MAGTOW")	$ 0.89	
Minimum Fee per Parking	5.81	
Passenger Terminal Rental Rates		
Air Conditioned Space (per sq. ft. per annum)	$ 45.55	
Non Air Conditioned Space (per sq. ft. per annum)	38.72	
Passenger Terminal Passenger Fees		
American Airlines (per passenger departure)	$ 0.01	
All Other Airlines		
"Local Fee" (per passenger arrival and departure)	$ 1.74	*2*
"Domestic Fee" (per passenger arrival and departure)	2.30	3
"International Fee" (per passenger arrival)	2.64	*4*
Cargo Terminal Rental Rate (per sq. ft. per annum)	$ 23.65	
FIS Cargo Fee (per 1,000 pounds of arriving non-Local, non-U.S. cargo)	$ 1.40	

1. US Government, PR Government, other foreign Governments are not assessed landing or parking fees and landing fees and/or parking fees maybe waived for certain commercial landings as described elsewhere.

2. "Local Fee" is charged to airlines (excludes American Airlines and American Eagle) for passengers *arriving from and departing to* points in the *U.S. Virgin Islands and Puerto Rico.*

3. "Domestic Fee" is charged to airlines (excludes American Airlines and American Eagle) for passengers *arriving from the United States* and for passengers *departing to points in the United States or abroad* (except when "Local").

4. "International Fee" is charged to airlines (excludes American Airlines and American Eagle) for passengers *arriving from points outside the United States* in addition to a FIS Fee charged by American Airlines.

APPENDIX 2
NON-SIGNATORY AIR CARRIER OPERATING TERMS AND CONDITIONS
Luis Muñoz Marín International Airport

INTRODUCTION

This document shall govern the operations of all air carriers which have not executed an Air Carrier Operating Agreement with the Authority, but are providing air transportation service (each, an "Airline") at the Luis Muñoz Marín International Airport, located in the Municipality of Carolina (the "Airport"). All references in this document to the "Terms and Conditions" shall be deemed to include the Terms and Conditions as set forth below and any and all subsequent amendments or restatement as may be adopted from time to time by the Authority.

ARTICLE 1 - PERMITTED ACTIVITIES

1.1 Permitted Operations.

An Airline may conduct an Air Transportation Business at the Airport in common with others, but only to the extent of and in accordance with certificates issued by the U.S. Department of Transportation, Federal Airline Administration, and in accordance with federal law. An "Air Transportation Business" shall mean the carriage by aircraft of persons or property as a common carrier for compensation or hire and the activities related thereto.

1.2 Use of Facilities.

An Airline, its employees, passengers, guests, customers, agents, and invitees shall have the right (in common with other duly authorized users) to use all facilities, improvements, equipment, and services, which have been or may hereafter be designated by the Authority for common use at the Airport, at such times, manner and for such purposes as the Authority may permit, subject to all rules and regulations as may be promulgated by the Authority from time to time (the "Airport Rules and Regulations").

1.3 Fees and Charges.

An Airline's right to conduct operations at the Airport is conditioned upon timely payment of all fees and charges applicable to its operations at the Airport, and to its compliance with the Terms and Conditions and Airport Rules and Regulations.

1.4 Ground-handling Services.

A. An Airline may self-handle using its own personnel to the extent permitted by applicable federal law.

B. If an Airline does not exercise its right to self-handle as provided in Section 1.4(A), then the Airline shall obtain any necessary ground-handling services from a company authorized by the Authority to provide ground-handling services at the Airport.

ARTICLE 2 - USE FEES AND OTHER CHARGES

2.1 Fees.

Airline shall pay landing fees, aircraft parking fees, passenger fees, cargo fees and any other fees as may be set out in the tariff ordinance adopted from time to time by the Authority.

2.2 Payment of Fees and Monthly Self-Invoicing.

Unless Airline makes cash payments to the Authority concurrent with its operations at the Airport, Airline shall submit an invoice with payment to the Authority on or before the twenty-fifth (25th) day of each month for the Airline's activity that occurred during the preceding month as set out in the monthly operations report described in Section 3.2 and illustrated on Exhibit B, and such invoice shall set forth the payments due and contained therein to the Authority from the Airline.

2.3 Fines.

Upon demand from the Authority and within ten (10) business days, an Airline shall pay any and all fines assessed by the Authority on such Airline or the Airline's employees for violations of any of the (i) Terms and Conditions or (ii) Airport Rules and Regulations.

2.4 Additional Payments.

Upon demand from the Authority and within ten (10) business days, an Airline shall pay any other charges not already covered by the payments made in accordance with Sections 2.1 and 2.2 above, which are related or incidental to such Airline's use and occupancy of the Airport. Any such assessment shall be substantially similar to the rates, fees, and charges imposed on other air carriers that make similar use of the Airport, subject to reasonable classification.

2.5 Late Payments.

In the event that any payment required to be made under the Terms and Conditions is not paid in full when due, the Airline shall pay interest on such overdue and unpaid amount at the rate of one and one-half (1-1/2%) percent per month, commencing on the date such payment was due.

2.6 Security Deposit.

A. Unless Airline makes cash payments to the Authority concurrent with its operations at the Airport, then, prior to the commencement of such Airline's operations at the Airport, the Airline shall deposit a security deposit (the "Security Deposit") with the Authority. The Security Deposit shall be in the form of a bond, letter of credit from a bank reasonably acceptable to the Authority, or cash, in an amount equal to three (3) months of estimated fees due to the Authority from the Airline pursuant to Section 2.2 hereof. The Security Deposit shall be held as security for the full and faithful performance of every provision of these Terms and Conditions by the Airline. In the event that the Airline obtains a letter of credit as its Security Deposit, the letter of credit shall be in the form attached hereto as Exhibit A.

B. If an Airline fails to comply with any of the Terms and Conditions, the Authority may use, apply or retain all or any part of the Security Deposit for the payment of any fee or charge, or for

the payment of any other amount which the Authority may spend or become obligated to spend by reason of such Airline's failure to comply or failure to compensate the Authority for any loss, cost or damage which the Authority may suffer by reason of such failure to comply. If any portion of said Security Deposit is so used or applied, the Airline shall, within ten (10) business days after written demand therefor, restore the Security Deposit to the amount required under this Section. The Authority shall not be required to keep the Security Deposit separate from its general funds, and the Airline shall not be entitled to interest on such Security Deposit. Upon termination of an Airline's operations at the Airport, the Security Deposit or any balance thereof shall be returned to such Airline within a reasonable time after the complete termination of the Airline's operations at the Airport, provided, however, that the Authority may retain the Security Deposit until such time as any amount due from the Airline for all fees and charges for its operations at the Airport has been determined and paid in full. An Airline shall not assign nor encumber its contingent rights in the Security Deposit, nor shall the Authority or its successors or assigns be bound by any such assignment or encumbrance.

2.7 No Abatement.

An Airline shall pay all fees, charges and other payments due hereunder without notice, demand, abatement, deduction or offset.

2.8 Passenger Facility Charges

The Authority expressly reserves the right to impose PFCs on airline passengers for the use of the Airport in accordance with 49 U.S.C. § 40117 and applicable implementing regulations adopted by the FAA, 14 CFR Part 158, as they may be amended from time to time (the "PFC Regulations").

Each Airline shall hold in trust for the Authority the net principal amount of all PFCs that are collected by the Airline or its agents on behalf of the Authority. For the purposes of this Section 2.8, net principal amount shall mean the total principal amount of all PFCs that are collected by the Airline or its agents on behalf of the Authority, reduced by any amount that the Airline is permitted to retain pursuant to 49 U.S.C. § 40117 and the PFC Regulations. PFCs collected by the Airline shall be remitted to the Authority.

If the Airline fails to remit the net principal amount of all PFCs to the Authority within the time limits established by the PFC Regulations, the Airline shall be deemed to be in breach of the Terms and Conditions. In addition, any late payment of PFCs shall be subject to late fees computed at the rate of the lower of one and one-half percent (1.5%) per month or the highest rate allowable under applicable law from the due date until paid.

Nothing contained herein shall be construed to supercede the rights and obligations provided in 14 CFR Part 158 regarding Passenger Facility Charges. In the event that a conflict exists between such federal regulation and the Terms and Conditions, the federal regulation shall govern.

ARTICLE 3 - RECORDS AND REPORTING REQUIREMENTS

3.1 Submission and Update of Records.

A. Prior to the commencement of an Airline's operations at the Airport, the Airline shall submit to the Authority the following information, which it represents is true and accurate and which it shall update in the event of any material changes thereto:

1. a copy of the FAA air carrier certification and DOT certificate under which the Airline is operating at the Airport; and

2. separate copies of the Airline's current scheduled plan of operations at the Airport, to be updated on a quarterly basis, which shall include for each day and for each flight: the aircraft type, the time of arrival and departure, and the destination after departure from the Airport (if a departure), or the scheduled points of origin (if an arrival).

B. During such period as an Airline is operating at the Airport, Airline shall submit to the Authority, and keep current, documentation concerning the Airline's compliance with all applicable Federal, State, Commonwealth, and local environmental laws statutes, ordinances, rules and regulations and any environmental Airport Rules and Regulations. A current list of the required documentation is contained in Exhibit D.

C. Upon demand from the Authority and within ten (10) business days, an Airline shall submit any documentation which the Authority may from time to time reasonably request concerning the Airline's compliance with all applicable federal, state, Commonwealth, and local environmental laws, statutes, ordinances, rules and regulations, including but not limited to laws regarding the use, storage, transportation and disposal of oil, toxic or hazardous substances.

3.2 Monthly Operations Reports.

Unless Airline makes cash payments to the Authority concurrent with its operations at the Airport, the Airline shall submit to the Authority, on or before the twenty-fifth (25th) day of each month, information regarding its operations at the Airport for the preceding month. Such report shall be in a form acceptable to the Authority and contain data the Authority deems necessary. The Authority's current reporting requirements are set forth on the attached Exhibits B-1, B-2, B-3 and B-4. In the event that the Authority requires additional information, upon demand from the Authority and within ten (10) business days, the Airline shall submit to the Authority such additional information on the Airline's activities at the Airport.

3.3 Books and Records.

An Airline shall maintain books and records sufficient to describe and document its operations at the Airport and its compliance with the Terms and Conditions, and to support all informational filings required under the Terms and Conditions. Such records shall include, without limitation, monthly operations reports, passenger, cargo and operations statistics and copies of applicable environmental licenses, permits, approvals or manifests relating to the use, storage, generation, transportation or disposal of oil, toxic or hazardous substances or solid wastes. All such books and records shall be kept for a period of at least five (5) years. The Authority, its employees or its agents shall have the right, upon five (5) days advance notice to Airline, to examine and audit such books and records.

ARTICLE 4 - OPERATION OF THE AIRPORT, DAMAGE TO AUTHORITY PROPERTY

4.1 Airport Operations.

Pursuant to Section 1.2, an Airline may (in common with other duly authorized users) use all facilities, improvements, equipment, and services designated for common use at the Airport. The Authority, the FAA, or other governmental agencies may undertake construction, repair or other activities related to the overall management and operation of the Airport which may require temporary closure of the Airport or accommodation by an Airline. An Airline shall take all steps reasonably necessary to cooperate in the event that such accommodation is required. No liability shall attach to the Authority, its officers, agents, or employees by reason of any inconvenience or impairment to an Airline, and an Airline shall have no right to claim damages of any kind including direct, indirect or consequential damages or other consideration resulting from such inconvenience or impairment, including any claim for set-off or reduction of payments under the Terms and Conditions.

4.2 Damage.

Any damage to property of the Authority caused by the negligent operations of an Airline shall be repaired and restored to the conditions existing prior to such damage in accordance with reasonable specifications satisfactory to the Authority. Said repair shall be performed according to the Authority's direction either by the Airline at its expense, or by the Authority, in which case the Airline shall pay the Authority for reasonable expenses incurred in connection with such repair upon presentation of an invoice from the Authority to the Airline as an additional payment under Section 2.4.

ARTICLE 5 - INDEMNIFICATION AND INSURANCE

5.1 Indemnification.

A. An Airline shall indemnify, save, hold harmless, and defend the Authority, its officials, agents and employees, and its successors and assigns, individually and collectively, from and against any claim, action, loss, damage, injury, liability, and cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorney fees, disbursements, court costs, and expert fees) due to or caused by injury to persons, including death, or damage to property arising out of, resulting from, or incident arising from such Airline's use and occupancy of the Airport pursuant to the Terms and Conditions or otherwise, except to the extent such injury or damage is due to or caused by the gross negligence or willful misconduct of the Authority, its officers, employees, agents, successors, or assigns. Upon demand from the Authority and within ten (10) business days, an Airline shall acknowledge and confirm in writing its obligation to indemnify the Authority in accordance with the provisions of this Section 5.1.

B. The provisions of this Section 5.1 shall survive the termination of the Airline's operations at the Airport.

C. Any final judgment, after any applicable appeal process, rendered against an Airline by a court of competent jurisdiction for any cause for which the Airline is liable shall be conclusive against the Airline as to liability and amount upon the expiration of the time for appeal therefrom.

5.2 Insurance.

A. Without limiting an Airline's obligation to indemnify the Authority, as provided for in Section 5.1, the Airline shall procure and maintain in force at all times during the Airline's operations at the Airport, a customary policy or policies of insurance insuring the Airline against the liabilities outlined below, subject to policy terms and conditions, for injuries to persons (including wrongful death) and damages to property caused by the Airline's use and occupancy of the Airport or otherwise caused by the Airline's activities and operations on the Airport, the policy limits thereof to be in the minimum limits as set forth herein.

1. Comprehensive Airline Liability Insurance. An Airline shall maintain comprehensive airline liability insurance as follows:

a. The comprehensive airline liability insurance and, if necessary, commercial umbrella insurance, shall be in a minimum limit of not less than twice the minimum limit of aircraft liability insurance as determined pursuant to Section 5.2 A. 2 below for each occurrence and in the aggregate.

b. The comprehensive airline liability insurance shall include, with aggregates where applicable, but not be limited to, coverage for Commercial/Comprehensive General Liability, Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury and Advertising Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Operations, Independent Contractors, Products-Completed Operations Liabilities, and Cargo Legal Liabilities. Explosion, Collapse and Underground Property Damage Liability Coverage shall not be excluded. Airlines operating only cargo aircraft are not required to carry Passenger Liability and Passengers' Checked and Unchecked Baggage Liability coverage.

c. The comprehensive airline liability insurance shall include coverage for mobile or other ground vehicle equipment operated on those parts of the Airport that are not accessible to the public and are designated as restricted areas. Mobile or other ground vehicle equipment shall include, but not be limited to, baggage tugs, aircraft pushback tugs, provisioning trucks, air stair trucks, belt loaders, and any automobiles.

d. The comprehensive airline liability insurance shall apply as primary insurance with respect to any other insurance afforded to the Authority. There shall be no endorsement or modification of the policy to make it excess over other available insurance. If the policy states that it is excess or prorata, the policy shall be endorsed to be primary with respect to the Authority as an additional insured.

2. Aircraft Liability Insurance. An Airline shall maintain aircraft liability insurance with a limit of not less than that specified in the table below, with aggregates where applicable, for bodily injury or death, personal injury, and property damage for all owned, operated, maintained, non-owned, leased, or hired aircraft, including passenger coverage. Certificated Air Carriers are defined as carriers having more than 60 passenger seats or having a maximum payload capacity of more than 18,000 pounds. Carriers with fewer passenger seats or less maximum payload capacity are either Certificated Commuter Air Carriers or Part 298 Air Taxis, depending on their DOT certification. The aircraft liability insurance may be included in the comprehensive airline liability insurance policy.

Carrier Type	Minimum Limit (each occurrence) Passenger	Cargo
Certificated Air Carriers	$100,000,000	$20,000,000
Certificated Commuter Air Carriers	25,000,000	2,000,000
Part 298 Air Taxis	5,000,000	400,000

3. Commercial Automobile Liability Insurance.

a. An Airline shall maintain automobile liability insurance with a limit of not less than five million dollars ($5,000,000) for each accident for vehicles operated in restricted areas at the Airport.

b. An Airline shall maintain automobile liability insurance with a limit of not less than one million dollars ($1,000,000) for each accident for vehicles operated in areas at the Airport other than restricted areas.

c. Such insurance shall cover liability arising out of any automobile owned or operated by the Airline or its employees during the course of their employment.

4. Workers' Compensation Liability Insurance. An Airline shall maintain workers' compensation insurance. Coverage shall be at statutory limits as required by the laws of the Commonwealth of Puerto Rico.

5. Commercial Property Insurance. An Airline shall maintain all-risk property insurance covering the full value and full replacement cost of the Airline's property, improvements and betterments.

B. The aforesaid required amounts and types of insurance shall be reviewed from time to time by the Authority and may be adjusted by the Authority if the Authority reasonably determines such adjustments are necessary to protect the Authority's interests. The required minimum limits of coverage may be reduced by the Authority, upon a showing satisfactory to the Authority, in its sole discretion, that it is impractical for an Airline to procure any of the aforesaid limits of coverage. In no event, however, shall the minimum limits of coverage applicable to an Airline, be less than the minimum limits of coverage that such Airline is required to carry and maintain under the rules and regulations of the U.S. Department of Transportation applicable to such Airline. An Airline shall furnish the Authority, prior to the commencement of such Airline's operations at the Airport, with a certificate or certificates of insurance as evidence that the required insurance is in force. The Authority reserves the right to inspect, and Airline agrees to offer for inspection by Authority, for good cause, a certified, complete copy of each insurance policy, including endorsements and riders, required by Section 5.2.A of the Terms and Conditions. The Authority shall be named as an additional insured on each such liability insurance policy or policies to the extent of Airline's obligations assumed under this Section 5.2, subject to policy terms, conditions, limitations, warranties and exclusions. Said policies shall be issued by insurance companies of nationally recognized financial responsibility with a Best's Guide rating of no less than A-(VII) or of internationally recognized and favorable reputation in the aviation marketplace and shall be approved by the Authority, such approval not to be unreasonably withheld. Said policies shall be

in a form and content reasonably satisfactory to the Authority and shall provide for thirty (30) days advance written notice to the Authority prior to the cancellation of or any adverse material change in such policies. In no event shall any insurance referred to herein be cancelled by the Airline without the prior written consent of the Authority. An Airline's failure to provide or maintain the required insurance coverages as set forth herein shall be grounds for immediate termination of the Airline's operations at the Airport, at the Authority's option.

C. No Representation of Coverage Adequacy. By requiring insurance in accordance with the Terms and Conditions, the Authority does not represent that coverage and limits will necessarily be adequate to protect an Airline and such coverage and limits shall not be deemed as a limitation on any Airline's liability or its obligation to indemnify to the Authority under the Terms and Conditions.

D. Commercial Umbrella Liability Insurance. As indicated above, an Airline may use commercial umbrella liability insurance so that Airline has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required herein, provided that the coverages provided under the umbrella policy meet the requirements for the primary policies as set forth herein.

E. Incidents. In addition to any applicable requirements contained in the Airport Rules and Regulations or imposed by the laws of the Commonwealth of Puerto Rico or of the United States, an Airline shall, within reasonable time, notify the Authority of any accident or event which occurs at the Airport as a result of or in connection with the Airline's performance hereunder, which results in or might reasonably be expected to have resulted in bodily injury, personal injury or property damage (an "Incident"). Additionally, an Airline shall send a written report of any Incident to the Authority within twenty four (24) hours or as soon as possible, but no more than four (4) business days after such Airline has notice of the Incident. Initial notification of Incidents, and written reports shall be sent separately to both the Airport Manager and the Chief of Contract, Insurance and Claims Office, P.O. Box 362829, San Juan, P.R. 00936-2829.

5.3 Waiver of Subrogation.

The Authority and an Airline shall each be required to waive any and all rights of recovery against the other party arising out of damage or destruction of the buildings, Airport, or any other property from causes included under any property insurance policies to the extent such damage or destruction is covered by the proceeds of such policies and whether or not such damage or destruction shall have been caused by the parties, their officers, employees or agents, but only to the extent that the insurance policies then in force permit such waiver. All policies of property insurance shall contain, to the extent available, this waiver of subrogation provision and the cost of such provision shall be borne by the primary insured.

ARTICLE 6 - COMPLIANCE WITH ENVIRONMENTAL LAWS

6.1 Definitions.

For purposes of the Terms and Conditions, the following defined terms shall have the following meanings:

A. "Environmental Law" or "Environmental Laws" means applicable laws, ordinances, statutes, rules and regulations of local, state and federal entities, including any lawful regulations of the Authority (whether now existing or hereinafter enacted or promulgated, as they may be

amended from time to time) pertaining to environmental matters, spill prevention, contamination, clean-up or disclosures, and any judicial or administrative interpretations thereof, including any judicial or administrative order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., ("CERCLA" or "Superfund"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Safe Drinking Water Act (14 U.S.C. § 401 et seq.); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. §§ 100 et seq. ("HMTA"); the Environmental Policy Act of Puerto Rico, Act No. 9 of June 18, 1970, or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, release or disposal of any Hazardous Substances or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulation.

B. "Hazardous Substance" or "Hazardous Substances" means any substance or material defined or designated as a hazardous waste, toxic substance, or other pollutant or contaminant by any Environmental Law, including, but not limited to, jet fuel, aviation gasoline, gasoline and other petroleum products.

C. "Release" or "Released" means any spilling, leaking, pumping, pouring, emitting, discharging, leaching, dumping or disposing of Hazardous Substances into or on any property or the environment.

6.2 Restrictions on Hazardous Substances.

An Airline shall not allow the Release by Airline on the Airport of any Hazardous Substance that is in violation of any Environmental Law. An Airline shall not allow any Hazardous Substance first Released by Airline on the Airport during the Airline's operations at the Airport to migrate off the Airport or allow the Release, by Airline, of any Hazardous Substances into adjacent surface water, soils, underground waters or air in violation of any Environmental Law. At the reasonable written request of the Authority, Airline shall provide the Authority with the Airline's USEPA Waste Generator Number and any other information reasonably requested by the Authority. An Airline shall promptly notify the Authority in writing and orally should the Airline become aware of: (1) any Release by Airline of any Hazardous Substances on any real property at, adjoining, or in the vicinity of, the Airport in violation of any Environmental Law; (2) any notice given to the Airline from a regulatory agency or any third party with respect to any Release or threat of Release of any Hazardous Substances with respect to the Airport; (3) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged Release by Airline of any Hazardous Substances or other environmental contamination, liability or problem with respect to the Airport; or (4) any enforcement notice provided to the Airline from any regulatory agency regarding Hazardous Substances at the Airport and any correspondence from Airline with any regulatory agency regarding Hazardous Substances at the Airport. In the event that any notice or correspondence is received or issued by an Airline pursuant to this Section 6.2, such Airline shall provide the Authority with a copy of such notice or correspondence upon such receipt or issuance. In addition to any remedy provided to Authority at law or in equity, the Authority shall be entitled to full reimbursement from the Airline whenever the Authority reasonably incurs any costs attributable to such Airline's Release of Hazardous Substances at the Airport, including but not limited to costs of cleanup or

other remedial activities, fines or penalties assessed against the Authority, reasonable attorney fees, disbursements, court costs, and expert fees, and injuries to third persons or other properties in accordance with applicable laws and regulations.

6.3 Compliance and Remediation

An Airline shall at all times conduct its business at the Airport in compliance with all applicable Environmental Laws. In the event that an Airline is in violation of any Environmental Law concerning the presence, use, Release or threat of Release of Hazardous Substances or any other Environmental Law (whether or not pertaining to Hazardous Substances), such Airline shall, within reasonable time, take such action as is reasonably necessary to remedy and cure the violation.

6.4 Remedies.

If an Airline, because of actions that occur during the period under which such Airline is operating at the Airport, is in violation of any Environmental Law concerning Hazardous Substances at the Airport and such Airline does not act, within reasonable time, to take such action as is reasonably necessary to remedy and cure the violation, the Authority has the right, but not the obligation, to act in place of such Airline (the Airline hereby appoints the Authority as its agent for such purposes) and to take such action reasonably necessary to cure the violation. If the Authority has a reasonable belief that such Airline's actions or inactions present a threat of violation or a threat of damage to the Airport or harm to the public, the Authority reserves the right to enter onto the portion of the Airport used by such Airline and take such corrective or mitigation action as the Authority deems reasonably necessary. All reasonable costs and expenses incurred by the Authority in connection with any such actions, to the extent caused by Airline's violation of Environmental Law, shall become due and payable by the Airline thirty (30) days after presentation of an invoice. Nothing in the Terms and Conditions shall reduce or otherwise limit the Authority's rights and remedies with respect to environmental contamination that predates the effective date of the Terms and Conditions.

6.5 Vacating of Airport.

Prior to vacating the Airport, in addition to all other requirements under the Terms and Conditions, an Airline shall, as required by applicable Environmental Laws, remove any Hazardous Substances placed on the Airport by the Airline during the period which the Airline is operating at the Airport, or as a result of such Airline's use or occupancy of the Airport, and shall demonstrate such removal to the Authority's reasonable satisfaction. This removal and demonstration shall be a condition precedent to the Authority's return of any portion of the Security Deposit to Airline upon termination of such Airline's operations at the Airport.

6.6 Environmental Indemnity.

Without limiting any of Airline's other indemnity obligations under the Terms and Conditions, and except for Excluded Environmental Claims, as hereinafter defined, Airline shall be required to defend, indemnify and hold harmless the Authority from and against any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation clean-up or other remedial costs (and including reasonable attorneys' fees, disbursements, court costs and expert fees), arising from the Release by Airline of any Hazardous Substance from the Airport to other properties or into the surrounding environment or from any other violation of applicable Environmental Laws, whether made, commenced or incurred during the Airline's operations at the Airport, or made, commenced or

incurred after the termination of Airline's operations at the Airport, directly attributable to Airline's actions at the Airport during the period that the Airline is operating at the Airport. For purposes of this Section, "Excluded Environmental Claims" shall mean any claims, causes or action, demands, liabilities, fines, penalties, costs, expenses or any other liabilities, to the extent caused by or arising from (A) the migration of Hazardous Substances Released prior to the commencement of the Airline's operations at the Airport not attributable to the Airline or the Airline's activities on the Airport; or (B) the movement of Hazardous Substances onto or under the Airport from other premises due to leaching or the flow of groundwater, provided that Airline is not otherwise responsible for the off-Airport Release that introduced the migrating Hazardous Substances into the environment. The provisions of this Section 6.6 shall survive the termination of an Airline's operations at the Airport.

ARTICLE 7 - COMPLIANCE WITH OTHER LAWS, RULES, AND REGULATIONS

7.1 Compliance with Laws.

Airline shall, at its sole cost and expense, comply with all present and future laws, statutes, ordinances, rules and regulations, orders, judgments, decrees, licenses and permits of all applicable federal, state, Commonwealth, and local government or quasi-governmental authorities, subdivisions, departments and agencies, and with the rules, regulations and requirements of the Authority's and the Airline's insurance underwriters. An Airline shall obtain and maintain any permits necessary for it to operate as an air carrier at the Airport and shall, upon demand from the Authority and within ten (10) business days, pay all fines, penalties and damages that may arise out of or be imposed because of its failure to comply with the provisions of this Section.

7.2 Required Permits.

By operating at the Airport, Airline represents and warrants that it holds all certificates, permits, licenses or other entitlements required by any federal, state, Commonwealth, or local ordinance, law, rule, regulation or policy (collectively, the "Permits") in order to enable such Airline to operate as a commercial air carrier at the Airport, and that the same shall be kept current, valid and complete. Airline shall at all times abide by and conform with all terms of the Permits and shall give notice to the Authority of any additions, renewals, amendments, revocations or suspensions of such Permits that affect the conduct of Airline's operations at the Airport.

7.3 Airport Rules and Regulations.

Airline shall observe and obey, and require Airline's guests, officers, employees, agents, suppliers and invitees to observe and obey, the Airport Rules and Regulations of the Authority. Airline and its officers, employees, agents, suppliers and invitees shall submit to the enforcement of the Authority's Rules and Regulations by administrative procedures conducted by the Authority's management, to the extent that the same are in customary usage at the Airport, or by enforcement on complaint of the Authority or appropriate prosecuting officers in the courts of the Commonwealth of Puerto Rico.

ARTICLE 8 - TERMINATION

8.1 Survival of Obligations.

If an Airline terminates its operations at the Airport, such Airline shall remain liable for any and all monies and damages, indemnification, and other obligations that may be due or sustained as a result of

Airline's operations at the Airport and all costs, fees and expenses (including, without limitation, reasonable attorneys' and experts' fees and other expenses) incurred by the Authority in pursuit of its remedies under the Terms and Conditions. Nothing in the Terms and Conditions shall be deemed to impair whatever rights the Authority may otherwise have with respect to the Airline.

ARTICLE 9 - MISCELLANEOUS

9.1 No Property Interest.

The Terms and Conditions shall not create a property interest of an Airline in the Authority's property, nor shall it create any right to use or occupy any specific areas of the Airport.

9.2 No Waiver.

No waiver or failure to complain by the Authority of any action, non-action or breach on the part of an Airline in the performance of any of the terms, covenants, or conditions hereof to be performed, kept or observed shall be or be construed to be a waiver of any other or subsequent breach in the performance of any of the terms, covenants and conditions. No acceptance of payments by the Authority shall constitute a waiver of any right of the Authority on account of any failure of an Airline to carry out its rights obligations in accordance with the Terms and Conditions.

9.3 Non-discrimination and Affirmative Action.

With respect to its exercise of all uses, rights and privileges at the Airport, the Airline shall abide by the Non-discrimination and Affirmative Action provisions described in Exhibit C.

9.4 Notice.

Whenever notice shall or may be given to the Authority under the Terms and Conditions, the same shall be adequately given if in writing and delivered by hand to an authorized representative of the Authority, or sent by overnight courier, registered or certified mail, postage prepaid, to:

Puerto Rico Ports Authority
PO Box 362829
San Juan, P.R. 00936-2829
Attention: Airport Manager

with a copy to:

Puerto Rico Ports Authority
PO Box 362829
San Juan, P.R. 00936-2829
Attention: Chief of the Aviation Bureau

All notices to the Authority shall be effective upon receipt.

Wherever notice shall or may be given to Airline, the same shall be adequately given if in writing and delivered by hand or first class mail to Airline at Airline's address at the Airport or such other last known address. All notices to Airline shall be effective upon delivery. Any

notice sent by mail shall be deemed delivered within two (2) business days of the date such notice was deposited in the mail.

9.5 No Personal Liability of Authority.

No member, officer or employee of the Authority shall be personally liable under any term or provision of the Terms and Conditions.

9.6 Applicable Law.

If any provision of the Terms and Conditions shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Terms and Conditions shall not be affected thereby. The Terms and Conditions shall be governed by the laws of the Commonwealth of Puerto Rico. The Authority may revoke, amend or restate the Terms and Conditions at any time and from time to time.

9.7 Consequential Damages.

The Authority and its directors, officers, agents or employees shall not be liable to an Airline or any third party claiming through such Airline for any loss of business or any indirect, incidental, special or consequential damages or lost profits arising out of or relating to the Terms and Conditions or the operation of such Airline at the Airport or from any other cause.

9.8 Collection of Attorneys' Fees.

In the event that the Authority prevails in any court proceeding brought to enforce the Terms and Conditions against an Airline or to collect fees or charges from such Airline, the Authority shall be entitled to reimbursement of its reasonable attorneys' fees from such Airline.

9.9 Work in Harmony.

Airline's employees at the Airport shall be required and able to work in harmony with all elements of labor employed at the Airport. In the event that the Authority reasonably determines that it is necessary for public safety or the efficient operation of the Airport to post police details or take other actions as a result of the inability of an Airline's employees to work in harmony with other elements of labor employed at the Airport, such Airline shall reimburse the Authority for all reasonable costs incurred by the Authority in doing so.

EXHIBITS:

Exhibit A - Letter of Credit Form

Exhibit B – 1 – Aircraft Operations Report

Exhibit B – 2 – Aircraft Parking Report

Exhibit B – 3 – Airline Passenger Report

Exhibit B – 4 – Cargo Report

Exhibit C – Nondiscrimination and Affirmative Action Requirements

Exhibit D – Records

EXHIBIT A

LETTER OF CREDIT

BENEFICIARY:

Puerto Rico Ports Authority
P.O. Box 362829
San Juan, PR 00936-2829

APPLICANT:

_____

_____

_____

Gentlemen:

We hereby establish an irrevocable letter of credit in favor of the Beneficiary for the account of the Applicant for a sum of _____and 00/100 US Dollars ($_____.00) available by Beneficiary's draft(s) drawn on ourselves at sight effective

_____ and expiring on _____.

Drafts must be accompanied by:

1. A statement purportedly signed by an authorized officer of the Beneficiary certifying that the Applicant has failed to faithfully perform one or more of its obligations to the Beneficiary under a certain Air Carrier Operating Agreement (the "Agreement") dated as of _____, 20____ by and between the Beneficiary and the Applicant; and

2. A statement purportedly signed by an authorized officer of the Beneficiary as to (1) the amount of damages or expenses which, in his or her determination, the Beneficiary has suffered or incurred as a result of such failure by the Applicant, and/or (2) the amount of any fees, charges or others sums past due and remaining unpaid from the Applicant to the Beneficiary under the Agreement, together with the amount of any interest thereon to the extent required or allowed under the Agreement; and

3. The original of this credit.

Each draft must indicate the name of the issuing banks the credit number and date of this letter of credit.

If a drawing is made by the Beneficiary hereunder at or prior to 11:00 a.m. local time at our branch where such drawing is made, on a business day, payment shall be made to the Beneficiary or its designee of the amount specified, in immediately available funds, not later than 3:00 p.m., such local time, on the same business day or such later time and business day as the Beneficiary may specify. If a drawing is made by the Beneficiary after 11:00 a.m., such local time, on a business day, payment shall be made to the Beneficiary or its designee of the amount specified, in immediately available funds, not later than 3:00

p.m., such local time, on the next business day thereafter, or such later time and business day as the Beneficiary may specify.

Except so far as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, International Chamber of Commerce, Publication No. 400 (1983 Revision), except that, notwithstanding the provisions of Article 19 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for thirty (30) days following the date of our resumption of normal business operations.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this letter of credit will be duly honored on presentation to us.

[BANK]

By:

Name:
Title:
Hereunto duly authorized

EXHIBIT B – 1
AIRCRAFT OPERATIONS REPORT

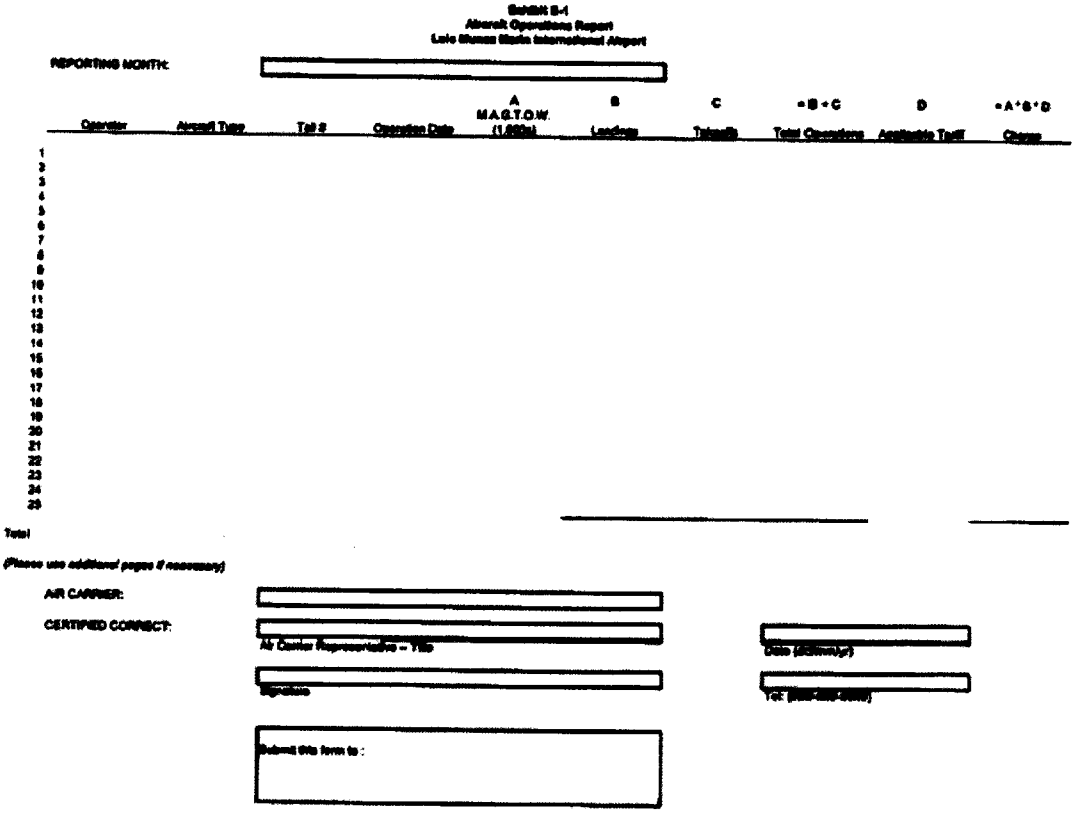


EXHIBIT B – 2
AIRCRAFT PARKING REPORT

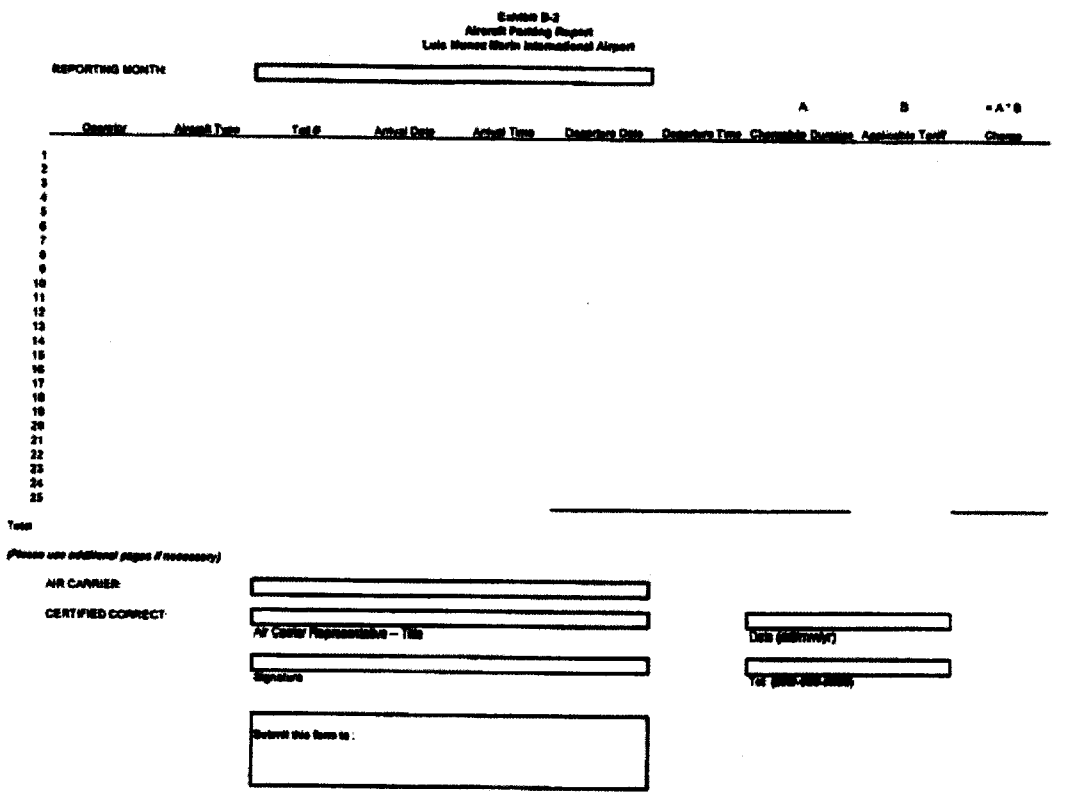


Exhibit B-2
Aircraft Parking Report
Luis Munoz Marin International Airport

REPORTING MONTH:

	Operator	Aircraft Type	Tail #	Arrival Date	Arrival Time	Departure Date	Departure Time	A Chargeable Duration	B Applicable Tariff	=A*B Charge
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
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20										
21										
22										
23										
24										
25										
Total										

(Please use additional pages if necessary)

AIR CARRIER:

CERTIFIED CORRECT:

Air Carrier Representative – Title

Date (dd/mm/yy)

Signature

Tel. (000-000-0000)

Submit this form to :

EXHIBIT B – 3
AIRLINE PASSENGER REPORT

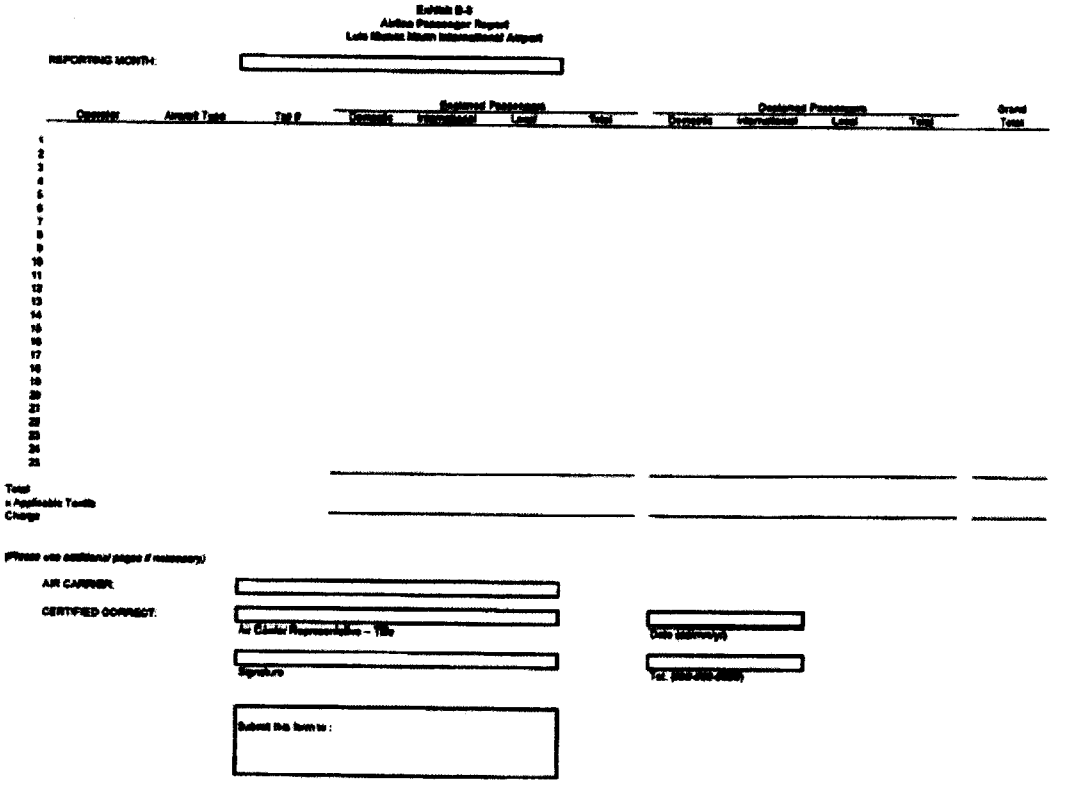


EXHIBIT B – 4
CARGO REPORT

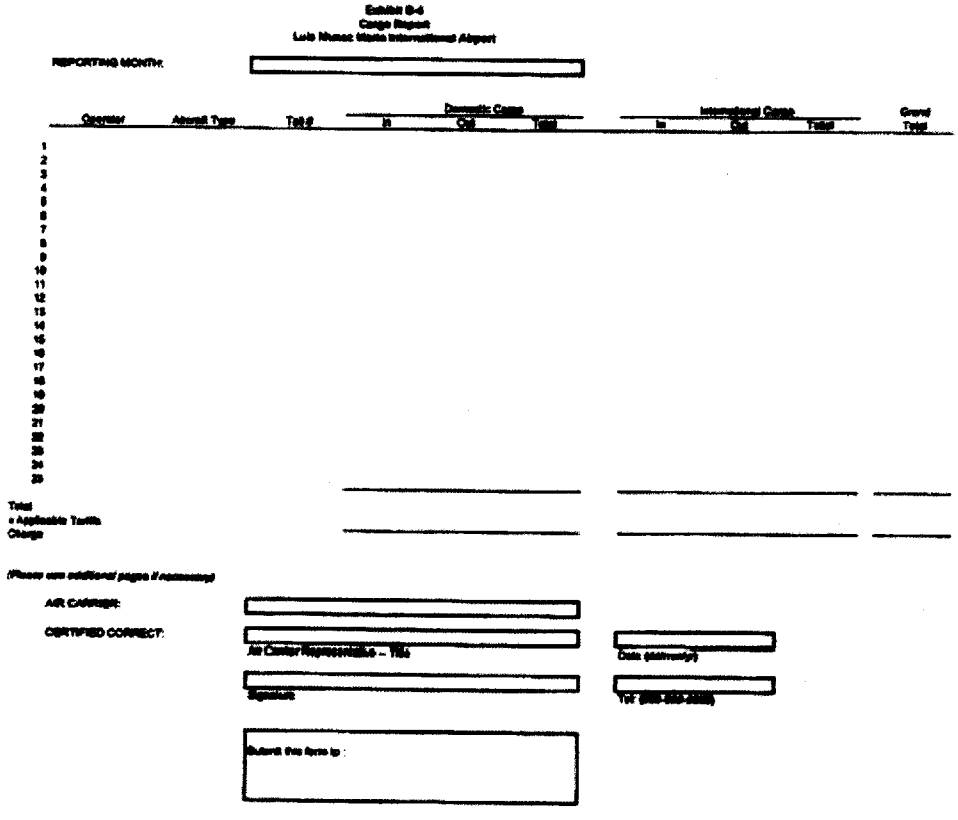


EXHIBIT C

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Federal Nondiscrimination Regulations.

Airline and its Affiliates understand and acknowledge that the Authority has given to the United States of America, acting by and through the FAA, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act 1964 and by 49 CFR Part 21 as a condition precedent to the Government making grants in aid to the Authority for certain Airport programs and activities, and that the Authority is required under those Regulations to include in every agreement pursuant to which any person or persons other than the Authority operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which the Airline and its Affiliates agree:

The Airline and its Affiliates, in their operation at and use of Airport, covenant that

(i) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(ii) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(iii) It shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as that regulation may be amended.

The Airline and its Affiliates further agree to promptly provide to the Authority, upon written request by the Authority, such information that the Authority is required to obtain from the Airline or its Affiliates to show compliance with applicable nondiscrimination laws.

Affirmative Action.

The Airline and its Affiliates assure that they will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Airline and its Affiliates assure that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Airline and its Affiliates assure that they will require that their covered sub-organizations provide assurances to the Airline or such Affiliate, as applicable, and that they will require assurances from their sub-organizations, if required by 14 CFR Part 152, Subpart E, to the same effect.

Commonwealth of Puerto Rico Nondiscrimination Laws and Regulations.

The Airline and its Affiliates, in their operation at and use of the Airport, agree to abide by and comply with any and all present and future laws, statutes, ordinances, rules and regulations, orders, judgments and decrees of the Commonwealth of Puerto Rico relating to nondiscrimination or affirmative action.

EXHIBIT D

RECORDS

Concurrently with the execution of this Agreement, the Airline shall submit to the Authority the following information:

(A) FAA Air Carrier Certificate/DOT Certificate

(B) Airline's Current Scheduled Plan of Operations