

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

**FOREIGN CURRENCY EXCHANGE/BUSINESS SERVICES
CONCESSION**

AT

RONALD REAGAN WASHINGTON NATIONAL AIRPORT

AND

WASHINGTON DULLES INTERNATIONAL AIRPORT

REQUEST FOR PROPOSALS NO. 4-13-C001

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**REQUEST FOR PROPOSALS (RFP)
TO
MANAGE AND OPERATE
THE
FOREIGN CURRENCY EXCHANGE/BUSINESS SERVICES CONCESSIONS
AT
RONALD REAGAN WASHINGTON NATIONAL AIRPORT
AND
WASHINGTON DULLES INTERNATIONAL AIRPORT
FOR THE
METROPOLITAN WASHINGTON AIRPORTS AUTHORITY**

RFP NO. 4-13-C001

SECTION I - PURPOSE

The Metropolitan Washington Airports Authority (the Authority) hereby requests proposals from interested and qualified Offerors desiring to install, manage, operate and maintain the Foreign Currency Exchange/Business Services Concession at Ronald Reagan Washington National (“National Airport”) and Washington Dulles International (“Dulles Airport”) Airports (the “Airports”). The operation of the concession will be in accordance with the terms of the draft concession contract and this RFP.

- A. The Authority. The Authority is a public body corporate and politic created by an interstate compact between the Commonwealth of Virginia and the District of Columbia. The Authority was created for the purpose of operating, maintaining and improving the Airports.

- B. Contract Term. The Authority intends to grant the selected Offeror a contract to operate a high quality, well-managed and efficiently-run foreign currency exchange/business services concession at the Airports for a term of seven (7) years. The services to be provided by the foreign currency exchange/business services concessionaire will include foreign currency exchange, money wire services, photocopying, faxing, Notary Public and the sale of stamps and processing mail weighing up to 50 pounds. The effective date of the Contract will be negotiated between the Authority and the selected Offeror but is anticipated to be February 1, 2013.

- C. Draft Concession Contract. The selected Offeror shall be required to meet the requirements set forth in the Draft Contract; however, certain portions of the final contract will incorporate language and provisions directly from the selected Offeror’s proposal. Portions of the final agreement between the Authority and the selected Offeror shall be negotiated; however, there will be no material changes to the Draft Contract.

- D. ACDBE Goal. It is the goal of the Authority to select an Offeror that will contract with one or more qualified Airport Concession Disadvantaged Business Enterprises (ACDBE) to provide the concession services. The ACDBE participation goal for this contract is thirty percent (30%) of the gross receipts.

SECTION II – GENERAL INFORMATION

The Exhibits are furnished for information purposes only and should not be construed as a guarantee of business to be generated. Such data shall in no way relieve an Offeror from the responsibility of determining for itself the business potential of the proposed foreign currency exchange/business services concession.

- A. Exhibit A summarizes total enplanements at National and Dulles Airports from Calendar Year (CY) 2007 through CY 2011, by airline.
- B. Exhibit B presents revenue data for CYs 2007 – 2011.
- C. Exhibits C and D provide drawings of the customer service centers at National and Dulles Airports.
- D. Exhibit E is the Monthly Certified Statement Form.

SECTION III - RESPONSIBILITIES

- A. General. The successful Offeror, at its sole cost and expense, shall operate and maintain high quality; efficiently-run foreign currency exchange/business services facilities in accordance with the provisions of this RFP and the attached Draft Contract. The concession shall be well-managed and operated with trained, efficient and courteous personnel.
- B. Required Services:
1. Foreign Currency Exchange Service. The successful Offeror will be granted the exclusive right to buy and sell foreign currency at the Airports. The Offeror shall conduct foreign currency exchange transactions at all assigned service centers in at least five (5) currencies, including the Euro, English Pound, Japanese Yen and Canadian Dollar and other currencies routinely requested by the traveling public and approved by the Authority. The Offeror shall also be capable of accepting travelers checks in the currencies which it buys and sells at the Airports, as well as receiving wire transfers of foreign currencies from foreign banks and accepting for collection personal checks drawn on foreign banks.

The spread on rates of exchange will be within one percentage point of the average spread set by other commercial foreign currency exchange locations within the metropolitan Washington, DC area for the same currency.

2. Money Wire Services. The Offeror shall provide money wire services by at least one nationally recognized vendor at each service center.
 3. Other Services. The Offeror shall provide the following services at each service center where space is available:
 - a. Photocopier Services: The Offeror shall provide at least one (1) high speed, high quality photocopier with sorting and copy reduction capabilities.
 - b. Facsimile Services: The Offeror shall provide at least one (1) high speed, high quality digital facsimile unit.
 - c. Notary Public Services: The Offeror shall have at least one (1) Notary Public on duty at National Airport and at least two (2) Notary Publics in two (2) different locations at Dulles during all business hours.
 - d. U.S. Postal Services: The Offeror shall have a minimum of one service center at each Airport selling U.S. Postage stamps of various denominations, providing U.S. Postal Service money orders, and accepting domestic mail, international first class mail, registered and insured mail, express mail and small packages weighing up to 50 pounds.
- C. Optional Services: The Offeror may provide the following services subject to the advance written approval of the Authority:
1. Computer Services
 2. Travel Insurance Sales
 3. Business Equipment Rental
 4. Stock and Bond Information Service
 5. Other related services requested by the Offeror and approved by the Authority
- D. Method of Payment: In addition to cash, the Contractor shall accept traveler's checks, Visa, MasterCard, Discover and American Express debit/credit cards for the required and optional services as applicable.

SECTION IV – PREMISES

- A. National Airport Premises. There is one (1) customer service center at National Airport, Terminal C, adjacent to the North pedestrian bridge which connects National Hall with the parking garage and Metrorail station. This facility is approximately 600 square feet in size. Premises drawings are attached as Exhibit C to this RFP. No new facilities are envisioned for this concession at National Airport during the term of the proposed contract; however the Contractor will be required to renovate the current space with final approval from the Authority.
- B. Dulles Airport Premises. Premises drawings are attached as Exhibit D to this RFP.
1. Customer Service Centers.
 - a. Main Terminal.
 - 1) The contractor will develop and construct two (2) service centers on the Ticketing Level; one on the east end (approximately 400 square feet) and one on the west end (approximately 459 square feet). (Exhibit D)
 - 2) International Arrivals Building Foreign Exchange Counter (approx. 80 square feet).
 - b. Concourse A. Midfield Service Kiosk (approx. 133 square feet).
 - c. Concourse C. Two (2) kiosks units (approx. 40 square feet each) located at gates C8 and C12.
 - d. Concourse D. There is one (1) mobile unit (on wheels) located at the Mobile Lounge Dock near gate D15. The selected Offeror will have the opportunity to place its own mobile or permanent unit in this location.
 2. Administrative Space. There is an Administrative Office in the Main Terminal, Room G313, which is approximately 288 square feet.
- C. Dulles Airport Expansion/Renovation. Although the construction of new terminal facilities at Dulles Airport is possible during the term of the contract, for the purposes of responding to this RFP, the Offeror should use the existing premises as the basis for its proposal. When and if the new terminal facilities open, the Contractor may be required to construct new facilities; the terms of the contract modification associated with such new facilities will be negotiated between the parties.
- D. Contractor will demolish and remove two (2) existing service center kiosks (approximately 80 square feet each), one on the east end and one on the west end on the Ticketing Level of the Main Terminal. Contractor must repair terrazzo, remove kiosks, and remove electrical and data to the origination point.

SECTION V - PRE-PROPOSAL CONFERENCE

- A. Schedule. The Authority has scheduled a pre-proposal conference on **Monday, October 22, 2012**, at 10:00 a.m. The conference will be held in the Media Room on the Baggage Level of the Main Terminal at Dulles International Airport, adjacent to the Airport Manager's Office, across from baggage claim devices 1 & 2.
- B. Purpose of Conference. The purpose of this Conference will be to discuss the requirements and objectives of this RFP. Each Offeror is encouraged to attend this Conference.
- C. Pre-Proposal Conference Questions. The Authority encourages all potential Offerors who have questions concerning the RFP, to submit these questions in writing at least three (3) business days before the Pre-Proposal Conference through the question form on the Authority website at: <http://www.mwaa.com/5245.htm>.

During the Pre-Proposal Conference, the Authority shall attempt to answer all questions received prior to and during the conference. A written summary of the questions and answers, as well as a list of attendees, shall be posted on the Authority's website.

- D. Questions After the Pre-Proposal Conference. Questions may be submitted after the pre-proposal conference up until the deadline for receipt of questions as stated on the website. Answers to all questions will be posted on the website.
- E. Amendment. Any changes in the requirements of this RFP that result from the Conference or from written questions will be made by amendment to this RFP. Offerors shall not rely upon any oral instructions given by the Authority. If there is any conflict between oral responses or statements and the written responses or statements, the written responses or statements shall control. All amendments must be acknowledged according to instructions on the amendment form.

SECTION VI – SUBMISSION OF PROPOSAL

- A. Proposal. The original and seven (7) (for a total of 8 complete sets) copies of the proposal, including the Financial Offer Form, must be prepared in the manner and detail specified in this RFP, signed by an authorized official of the Offeror, enclosed in a sealed envelope or package, and mailed or hand delivered to the name and address below to be received no later than 1:00 p.m. local time, on November 13, 2012. Proposals or modifications received subsequent to the noted date and time shall be considered "late proposals" and shall be returned unopened. If any amendments to this RFP are issued, each Amendment must be acknowledged in writing and submitted with the proposal.

B. Address. The envelope or package should be clearly marked as follows:

Proposal: To: Richard Myrah
 Procurement and Contracts, MA-29, Suite 154
 Metropolitan Washington Airports Authority
 1 Aviation Circle
 Washington, D.C. 20001-6000

RFP Number: 4-13-C001

From:
(Name)
(Address)

C. Proprietary Data. It is incumbent upon the Offeror to indicate clearly what portions of its proposal, if any, contain proprietary information that Offeror requests the Authority to keep confidential under the Confidential Business Information exception to the Authority's Freedom of Information Policy (FOI) (see <http://www.mwaa.com/309.htm> for a copy of the FOI Policy). The Authority will consider all proposals to be confidential in nature during the solicitation process, but those portions of the successful Offeror's proposal which are not marked proprietary that are incorporated into the Contract, may become public information when the Contract is executed with the successful Offeror.

D. All Offerors are advised that significant deviations from this RFP will not be accepted. "Significant deviations" are terms substantially inconsistent with or varied from the financial and operational terms set forth in this RFP. Further, the Authority reserves the right to reject any proposal which does not provide the information requested in this RFP.

E. Proposal Format.

1. Each proposal shall be typewritten, using 12-point font, on a standard 8 1/2" X 11" page format, with consecutive page numbers on each page, in a binder and accompanied by a cover letter on the Offeror's letterhead. The body of the proposal shall be no more than fifty (50) one-sided pages in length, excluding exhibits, and shall provide all information requested herein. Offeror must organize their proposals so that they address each of the elements stated herein in the same order as listed.
2. Additional data, exhibits or explanations may be included under separate cover if the Offeror deems them important to the presentation.
3. If the Offeror's proposal does not comply with requirement 1 and 2 above, it may be considered non-responsive by the Authority and may be rejected without

further consideration. These restrictions are intended to provide uniformity in the Offerors' response formats.

F. Rights of Authority.

1. The Authority reserves the right to accept the proposal which in the Authority's sole judgment best meets the Authority's requirements. The Authority further reserves the right to reject any and/or all proposals, to waive irregularities and technicalities in the proposals, to re-advertise, or to proceed to provide the service otherwise when judged it to be in the best interest of the Authority.
2. The Authority reserves the right to amend any provision of the RFP, including, without limitation, the Draft Contract.
3. The proposal of an Offeror shall be rejected if, at the time it submits its proposal, the Offeror (or any participant in a partnership, joint venture or other business arrangement submitting the proposal) is in default or arrearage under any previous or existing agreement with the Authority, or if there exist any unresolved monetary claims by the Authority against the Offeror or any participant in a partnership, joint venture, or other business arrangement submitting the proposal. In addition, if any owner of Offeror or any participant in a partnership, joint venture or other business arrangement submitting the proposal, is or was an owner or member of another business entity that is or was in default or arrearage under any previous or existing agreement with the Authority, or if there exist any unresolved monetary claims by the Authority against said owner, the Authority may reject the Offeror's proposal.
4. The Authority may conduct announced or unannounced site visits and/or contact customers of some or all Offerors to elicit further information relevant to the proposals submitted. The Authority may also hold oral interviews or discussions with any Offeror, or with any Offeror judged to be within a competitive range, concerning its proposal. The Authority reserves the right to use the findings of the visits, contacts with customers, interviews, or discussions, and any other available information, in its evaluation of the proposals submitted in accordance with the evaluation criteria established in this RFP. The Authority also reserves the right to make an award without conducting site visits, holding discussions or contacting customers.
5. The Authority may, in its sole discretion, require the submittal of Best and Final Offers by all Offerors, or those Offerors judged to be within a competitive range.

G. Proposal Costs. All costs incurred in the development of a proposal in response to this RFP or in presenting the proposal will be borne entirely by the Offeror.

H. Proposal Acceptance Period; Responsibility. Submission of a proposal shall constitute a valid offer which may be accepted by the Authority for a period of one

hundred eighty (180) days following the date specified for submission of proposals. The Contracting Officer will review the apparent successful Offeror's responsibility prior to awarding the contract.

- I. Protests. If a potential Offeror believes it has grounds to protest any terms or conditions contained in or omitted from a solicitation or a solicitation amendment issued by the Authority, the potential Offeror must file its protest with the Manager, Procurement and Contracts Department (Manager). The protest must be received by the Manager by the earlier of the following two dates: (1) fourteen (14) calendar days after the issuance date of the solicitation or the date of the solicitation amendment containing the terms or conditions that are the subject of the protest, or (2) the due date for bids or proposals.

If an unsuccessful Offeror on an Authority solicitation believes it has grounds to protest the rejection of its bid or proposal, or the award of a contract, other than grounds relating to the terms or conditions contained in or omitted from a solicitation or solicitation amendment, that Offeror must file its protest with the Manager, Procurement and Contracts Department. The Manager must receive the protest within seven (7) calendar days after the date of the Authority's letter notifying the successful Offeror that its bid or proposal was unsuccessful or not accepted.

The Procurement and Contracts Department Manager will attempt to respond to a protest within seven (7) calendar days from receipt of the protest. If the Manager determines that additional time will be required to respond to the protest, the Manager will, within seven (7) calendar days, notify the protestor of the time period within which a response will be made.

If a protestor is not satisfied with the Procurement and Contracts Department Manager's response, the protestor may ask the President and Chief Executive Officer (CEO) to review the matter. This request must be received by the President and Chief Executive Officer within seven (7) calendar days after the protestor's receipt of the Procurement and Contracts Department Manager's decision. For contracts not requiring approval of the Board of Directors or a Committee of the Board, the decision of the President and Chief Executive Officer is final. Points of contact for requesting reviews can be found in Appendix B of the Authority's *Contracting Manual*, which is available on the Authority's website, www.mwaa.com.

The President and Chief Executive Officer may proceed with award of the contract and notice to proceed while a protest is pending if he determines it to be in the Authority's best interest to do so.

SECTION VII - PROPOSAL GUARANTEE

- A. Proposal Guarantee. A proposal guarantee of twenty thousand dollars (\$20,000.00) shall be submitted by each Offeror with its proposal. The proposal guarantee serves

to guarantee execution of a contract on the basis of the proposal submitted. In the event the selected Offeror fails to execute the contract, the proposal guarantee shall be forfeited.

- B. Form of Proposal Guarantee. The proposal guarantee, at the option of the Offeror, may be in the form of a bond, certified check, cashier's check, money order or an irrevocable letter of credit (by a bank rated "B" or better by Sheshunoff Information Service) made payable to the Metropolitan Washington Airports Authority. The checks or money orders will be deposited into an Authority bank account designated for this purpose.
- C. Return of Proposal Guarantee. The proposal guarantee will be returned without interest to the unsuccessful Offeror(s) following the execution of a contract between the Authority and the selected Offeror. The proposal guarantee of the selected Offeror shall not be released until after the execution of the contract and after the contract performance guarantee is received by the Authority.

SECTION VIII - PROPOSAL SUBMITTAL REQUIREMENTS

- A. Each proposal shall clearly state the Offeror's name and the name(s) and address(es) of all principal owners or members of the Offeror and their respective percentages of ownership or membership, the full legal name of the Offeror and specify if it is a corporation, partnership, limited liability corporation or partnership, sole proprietorship or other entity. If a corporation, its date and state of incorporation must be included. If a joint venture is proposed, the same information will be required for each participant in the joint venture.
- B. An Offeror may not be a prime contractor on more than one proposal under this solicitation. An Offeror may be 1) a subcontractor on more than one proposal, or 2) a prime contractor on one proposal and a subcontractor on other proposals. An Offeror may be a sole proprietorship, partnership, corporation, joint venture or other type of business association. Joint venture partners of a joint venture Offeror are considered to be prime contractors regardless of the level of participation or ownership. Therefore, a joint venture partner cannot participate on any other proposal except as a subcontractor.
- B. Each Offeror will acknowledge and return all RFP amendments with the proposal.
- C. Each Offeror will submit a Proposal Guarantee as specified above with the proposal.
- D. Each Offeror will complete and submit the Representations and Certifications Form provided under Attachment IV of this RFP.

E. Each proposal will include complete and detailed written responses to the following items, in the order stated. The Authority will evaluate these responses in accordance with the criteria stated in Section VIII, herein.

1. Operations Plan. Offeror shall provide a comprehensive Operations Plan for each Airport which includes the following:
 - a. Offeror shall discuss how each of the Required Services described in Section III, Responsibilities, hereunder, shall be provided. If Offeror intends to provide any of the Optional Services described in Section III, it shall also discuss how they will be provided.
 - b. Offeror shall provide a detailed transition plan, to include a timeline for facility renovations and the installation of mobile units or kiosks.
 - c. Offeror shall provide a breakdown of full-time and part-time staffing by shift and job classification.
 - d. Offeror shall describe its initial and on-going employee training programs regarding the services to be provided, customer service and the proper use of equipment needed for the services provided.
 - e. Offeror shall discuss its pricing strategy and provide a rate structure specific to each service provided.
 - f. Offeror shall discuss the accounting and managerial controls that will be used to prevent fraud and other types of losses.
 - g. Offeror shall provide procedures for handling customer complaints.
2. Experience and Qualifications of Offeror and Proposed Key Personnel. The Offeror shall demonstrate that the Offeror and the managers and other key personnel which the Offeror proposes to assign to this project are experienced and fully qualified to manage and operate the foreign currency exchange/business services concession. The Offeror shall describe its current and past experience in the management and operation of a foreign currency exchange/business services concession similar in size and complexity to that which is offered in this RFP. If Offeror has not operated a concession similar to the concession contemplated under this RFP, it must otherwise describe how its experience would enable it to successfully manage the foreign currency exchange/business services concession.
 - a. The offeror must have at least 5 years relevant experience in the foreign currency exchange business. Offeror must describe in detail such experience.

- b. The Offeror shall list the managers and key personnel it proposes to assign to the performance of this Contract. The individual experience and qualifications of each person shall be detailed.
- c. If the Offeror is not a local business, the Offeror shall describe how it will maintain a close, day-to-day liaison between the Offeror and the Authority.
- d. Offeror shall provide, or if Offeror is a joint venture, venture or partnership, it shall provide the experience of each member of joint venture or partnership, its experience in the management and operation of the currency exchange/business services shall be provided. If the Offeror contemplates subcontracting certain elements of the foreign currency exchange/business services concession each subcontractor shall be identified and sufficient information must be provided to demonstrate that it has the requisite experience to perform the subcontracted functions.
- e. The proposal must state whether the Offeror or any corporation or other entity which has either directly or indirectly a controlling interest in the Offeror or any subsidiary corporation or other entity in the Offeror has a controlling interest or any other affiliate of the Offeror has:
 - (1) Filed for bankruptcy or reorganization within the past seven (7) years, and if so, explain the circumstances and status of the proceeding.
 - (2) Been suspended or barred from bidding on government (federal, state, local) or airport contracts, and if so, explain the current status of said suspension or debarment.
 - (3) Had any contract(s) terminated either voluntarily or involuntarily within the past five (5) years, and if so, identify the contract(s).
 - (4) Had any lawsuits, pending or otherwise disposed of, within the past seven (7) years, and if so, explain the circumstances and status of the proceeding.

If the Offeror is a joint venture, then the above information will be provided for each participant in the joint venture.

f. Financial Capability.

- (1) Offeror shall provide its financial profile including a complete copy of Offeror's audited financial statements prepared in accordance with Generally Accepted Accounting Procedures for the two (2) most recent fiscal years, showing complete operations (profit/loss of all of Offeror's

businesses), and a statement of any significant financial events occurring subsequent to the closing date of the most recent financial statement. The financial statements shall be audited statements certified by a Certified Public Accountant (CPA). If audited financial statements are not available, reviews or compilations by a CPA may be submitted.

- (2) In the event the Offeror anticipates the establishment of a new business entity, a subsidiary or spin-off of an existing corporation to perform the services contemplated under this RFP, sufficient data must be provided to demonstrate financial capability of the proposed entity including letters of credit in an adequate amount to finance the operations required under this RFP. The Authority reserves the right to request a guarantee from the parent company that proposes to establish a new business entity.
 - (3) If the Offeror is a joint venture or partnership, the information required in paragraph 2.d(1), above, shall be supplied for each member of the joint venture or partnership. If the Offeror contemplates offering certain elements of the foreign currency exchange/business services concession pursuant to subcontracts, sufficient data with respect to each subcontractor must be provided to demonstrate that it has the financial capability to perform the functions described herein, and the Offeror must provide assurances to the Authority of the financial capability of the proposed subcontractor to perform the specified function.
- g. The Offeror must provide assurances that it will have all licenses and meet all requirements needed to do business in the Commonwealth of Virginia at the time of execution of the Contract.

3. Financial Offer

- a. Each Offeror shall provide a Financial Offer (bid) to the Authority in the form of a minimum annual guarantee (MAG) for Contract Year 1, as shown under Attachment III of this RFP. The minimum bid for the first year shall be no lower than nine-hundred, fifty thousand dollars (\$950,000); subsequent years shall be no lower than the first year's MAG. The annual rental structure is the higher of a minimum annual guarantee (MAG) or fifteen percent (15%) of Gross Receipts each year.

The MAG shall be based upon the Offeror's best estimate of the revenue potential of the foreign currency exchange/business services concession and shall cover operations at both Airports.

Note: The definition for "Gross Receipts" is shown under Attachment II of this RFP. For purposes of this proposal and contract, the definition also includes the following: "Gross Receipts for foreign currency transactions performed under this contract shall consist of the fees and/or surcharges on

these transactions. In some cases, these fees and/or surcharges are described as the difference between the purchasing and selling of currencies.”

- b. The Offeror shall provide an anticipated profit and loss statement for the five-year term of the Contract, detailing projected sales and expenses and supporting the Financial Offer. Profit and loss statements should be provided for National and Dulles Airports separately and for the Airports combined.
4. Statement of Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.
- a. The Contactor will be required to make good faith efforts to achieve an Airport Concessions Disadvantaged Business Enterprise (ACDBE) goal of at least thirty percent (30%) of the projected total gross receipts foreign currency exchange/business services concession at the two Airports.
 - b. To be deemed in compliance with this RFP, the Offeror must commit to the thirty percent (30%) ACDBE goal for this RFP, or if the Offeror is unable to commit to all or any part of the ACDBE goal, it must submit with the proposal a completed Request for Waiver Form, requesting waiver of the ACDBE goal in accordance with paragraph 3e. of this section. Failure to comply with the foregoing requirements will result in rejection of the proposal. In order to meet the 30% ACDBE goal, the Offeror must demonstrate that its ACDBE participation will be at least equivalent to 30% of the gross receipts, as further detailed below. A completed Request for Waiver Form means that the form includes a comprehensive report of the reasons why a waiver is sought, the efforts that were made to meet the goal, and supporting documentation. The Authority will treat all other matters of ACDBE participation as matters of responsibility (for example, whether the Offeror has made a good faith effort to meet the ACDBE goal), which the Authority may determine prior to the execution of the contract through communications with the Offeror(s) in question. Unless the Authority declares otherwise, such communications with the Offeror(s) in question do not constitute negotiations or discussions as these terms are used in the Authority’s Contracting Policies and Procedures Manual and do not require communication with other Offerors.

To qualify as an ACDBE under the Code of Federal Regulations (49 CFR Parts 23 and 26), as amended, a business concern must be a for profit small business concern which is: a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are

controlled by one or more of the socially and economically disadvantaged individuals who own it. "Socially and economically disadvantaged individuals" include:

- (1) Women;
- (2) Black Americans which includes a person having origins in any of the Black racial groups of Africa;
- (3) Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- (4) Native Americans which includes persons who are American Indians, Eskimos, Aleuts, and Native Hawaiians;
- (5) Asian-Pacific Americans which includes persons whose origins are from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru; and
- (6) Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, Maldives Islands, or Nepal.

The Authority will generally assume that business owners who fall into one of these groups are socially and economically disadvantaged. Their disadvantaged status will not generally be investigated unless a third-party challenge is made.

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. If such an individual requests that his or her firm be certified as ACDBE, the Authority, as part of the certification process, will determine whether the individual is socially and economically disadvantaged under the criteria stated in 49 CFR Part 26. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

- b. Each Offeror must describe in detail how it will meet the thirty percent (30%) ACDBE goal for the Contract to be awarded. The Authority will evaluate the quality of ACDBE participation as part of its evaluation of proposals received in response to this solicitation. It is the Authority's objective that the ACDBE participation be meaningful, leading to the ACDBE participant's

comprehensive understanding of and eventual ability to operate a currency exchange/business services concession. The Authority's Equal Opportunity Programs Office will assist interested Offerors in identifying current Authority certified ACDBE firms. Each Offeror shall provide full details of the ACDBE participation in its proposal, separately identifying the firms which will participate and their level of participation. The "Statement of ACDBE Participation" must include:

- (1) Name, address, telephone number of ACDBE's main office.
 - (2) The extent and scope of prior or current experience of the ACDBE.
 - (3) The nature of the planned relationship between the ACDBE and the Offeror (e.g., subcontract, joint venture, etc.)
 - (4) Proposed management assistance plan (if any) for the ACDBE, including any financial assistance planned. If financial assistance is proposed to be provided to the ACDBE, the Authority requires that the ACDBE repay the assistance within the base term of this contract. In addition, the Offeror shall not provide 100% of any financial assistance needed by the ACDBE.
 - (5) Detail description of how the ACDBE will perform its 30 percent participation and how the work performed by the ACDBE(s) is commensurate to the compensation received by the ACDBE.
 - (6) Annual estimated revenue to be earned by each named firm, along with the percentage of the total gross receipts each firm's revenues represents.
 - (7) If an ACDBE joint venture is proposed, a copy of the ACDBE Application for Joint Venture Eligibility must also be submitted with the proposal.
- c. Unless it obtains a good faith waiver, the Offeror must demonstrate that the proposed ACDBE participation will meet the Authority's 30% ACDBE goal, i.e., that the participation will be at least equivalent to thirty percent (30%) of the concession's gross receipts. Examples of acceptable ACDBE participation include proposals by a ACDBE prime contractor; proposals in which a ACDBE participates as a subcontractor responsible for concession services equal to at least 30% of the concessions gross receipts; or proposals by a joint venture, partnership or other business arrangement in which ACDBEs have at least thirty percent (30%) ownership interest in the Offeror, will share in the losses and profits at a level commensurate with their ownership interest, and will participate substantially and meaningfully in the day-to-day management and operation of the opportunity described in this RFP.

In the event of a joint venture or partnership involving an ACDBE and a non-ACDBE prime concessionaire, the agreement must include at a minimum all details on capitalization of the venture, management, management fees, administration and control and accounting. Any assistance (i.e. financing, training, or other assistance) provided by the prime concessionaire to the ACDBE must be detailed in the agreement. The agreement must specify the amount of capital to be contributed by each partner (the contribution should be in proportion to the partners interests in the venture). It is preferable that each partner provides independent financing sources for its portion of the capital requirements. The capital contribution should not be 100% financed, and the capital contributions should reflect the anticipated capital needs of the concession.

- d. The Offeror will receive credit under the ACDBE participation evaluation criterion only for participation by firms that are certified as ACDBEs by the Virginia Unified Certification Program (VAUCP) prior to the completion of the evaluation of proposals. The Authority will not delay completion of its evaluation just because the certification review has not been completed. For this reason, the Authority strongly encourages early submission of ACDBE certification applications for firms that are not currently certified by the VAUCP. ACDBE applications, supporting materials and the statement of proposed ACDBE participation must be submitted to:

Mr. Betty Toulson
Equal Opportunity Programs Department
Metropolitan Washington Airports Authority
1 Aviation Circle, Suite 144
Washington, DC 20001-6000
(703) 417-8625
Betty.Toulson@mwa.com

The application should clearly identify the Currency Exchange/Business Services Concession as the opportunity for which ACDBE certification is sought. If the Offeror plans to list ACDBE's that are not already certified by the Authority the Offeror shall ensure that the ACDBE applications are submitted in a timely manner.

- e. To qualify for ACDBE certification by the VAUCP, the firm must meet the certification standards as set forth in 49 CFR Parts 23 and 26 as amended and the applicable small business size standard, defined in terms of the firm's average gross receipts for the preceding three (3) fiscal years. The applicable size standard for this concession is \$52.47 million, which means the ACDBE's three (3) year average annual gross receipts (including all affiliates) cannot exceed \$52.47 million (averaged over the most recent three (3) year period). The

receipts of affiliate companies are included in determining size. Business concerns are affiliates of each other when either directly or indirectly, (1) one concern controls or has the power to control the other, or, (2) a third party (or parties) has the power to control both. Consideration is given to such factors as common ownership, common management, contractual relationships and overlapping authority. Any Offeror which is unable to achieve all or any part of the ACDBE participation goal in its Proposal must demonstrate that it made good faith efforts to achieve the goal. The activities constituting "good faith efforts" are outlined below.

- (1) Good Faith Waiver. To be deemed in compliance with this RFP, the Offeror must commit to the thirty percent (30%) DBE goal for this RFP, or if an Offeror is unable to commit to all or any portion of the thirty percent (30%) ACDBE goal, it must submit a completed Request for Waiver Form (see Attachment V), and demonstrate that good faith efforts were made to meet the goal. Failure to meet the foregoing requirements will result in rejection of the Proposal. A completed Waiver Request must include a report of the efforts made by the Offeror, sufficient to satisfy the Authority that a waiver of the goal or portion thereof is justified. The Waiver Request must be submitted with the proposal, under separate cover, and addressed to the Equal Opportunity Programs Office. The Equal Opportunity Programs Office will review the request to determine in good faith efforts have been made, and will make a decision to approve or deny the Waiver Request.

- (2) Elements of the Waiver Report. The report supporting the Waiver Request shall include documentation supporting the Offeror's narrative of the good faith efforts made. The following are examples of efforts demonstrating good faith, however, this list is not inclusive or exhaustive:
 - (a) Attend any informational meetings that are scheduled by the Authority regarding ACDBE participation;
 - (b) Advertise in major circulation newspapers, such as the Washington Post, trade association newsletters and minority and/or women oriented media concerning the ACDBE participation opportunities;
 - (c) Provide written notice to a reasonable number of specific ACDBEs regarding the concession contract being solicited in sufficient time to allow ACDBEs to participate;
 - (d) Follow-up initial solicitations of interested ACDBEs to determine their level of interest in the project;

- (e) Provide interested ACDBEs with adequate information about the RFP, the certification process and other elements of the project;
 - (f) Negotiate in good faith with interested ACDBEs and not reject ACDBEs as unqualified without sound reasons based upon thorough investigation of their capabilities, and
 - (g) Make efforts to assist interested ACDBEs in obtaining financing or insurance (if applicable).
- (3) Efforts that are merely pro forma are not good faith efforts to meet the goal. Efforts to obtain ACDBE participation are considered pro forma even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of ACDBE participation to meet the ACDBE goal. For example, advertising or bulk mailings alone or together are considered pro forma unless followed up with telephone calls and/or correspondence consistent with normal business practice. If the ACDBE firm provides a reasonable and/or legitimate offer, a reasonable effort to evaluate the participant and work towards a good business arrangement for both parties must be demonstrated.
- (4) The Waiver Request shall be evaluated by the Authority to determine whether the efforts to obtain ACDBE participation were those that a firm aggressively seeking partners would take in the normal course of doing business; whether the steps taken had a reasonable probability of success; and whether based upon the size, scope and complexity of the project there were qualified ACDBE firms available and willing to participate in a reasonable manner (e.g., financing, staff, etc.).
- (5) If the Waiver Request is denied, the proposal will be rejected. If the Waiver Request is granted, the proposal will be evaluated and the evaluation of ACDBE participation will consider the quality of ACDBE participation that is proposed.
- (6) If the proposal does not, on its face, show ACDBE participation sufficient to meet the ACDBE goal, and no Waiver Request Form is included with the proposal, or if an incomplete Waiver Request Form is submitted, the proposal will be rejected without any evaluation.
- (7) If the Waiver Request is accepted and approved, the Offeror's proposal will be fully evaluated. However, proposals that rely on a Good Faith Effort Waiver of the entire ACDBE goal will not receive points under the ACDBE criterion.

f. Pre-Award ACDBE Substitution. Sometimes during the proposal evaluation process, it is determined that one or more ACDBEs proposed by an Offeror is not eligible for ACDBE certification or that one or more ACDBEs will be unable to participate if the contract is awarded to the Offeror. In this situation, upon a finding by the Authority's Equal Opportunity Programs Department that the Offeror has acted in good faith in attempting to meet the DBE goal, the Offeror may: (1) be permitted by the Authority to substitute DBE subcontractor(s) for one or more subcontractors named in the offer; (2) obtain one or more ACDBEs to perform the work originally designated for a ACDBE or ACDBE joint venture partner; or (3) be permitted to achieve the ACDBE goal through alternative means that are satisfactory to the Authority. The circumstances in which this may be allowed include but are not limited to a ACDBE's:

- (1) Failure to qualify for ACDBE certification if the firm was proposed in good faith as a ACDBE by the Offeror
- (2) Cessation of business for causes beyond the control of the Offeror
- (3) Bankruptcy or insolvency
- (4) Inability to furnish any required performance or payment bonds
- (5) Inability to obtain, or loss of, a license necessary to the performance of work by the ACDBE
- (6) Failure or refusal to execute an agreement with the Offeror, but only where the Authority can determine with reasonable certainty the terms of the agreement and the ACDBE's failure to execute the agreement has not been caused by changes that the Offeror has made to the agreement
- (7) Failure to comply with the terms and conditions of its agreement with the Offeror
- (8) Voluntary decision not to participate in the concession
- (9) Inability to perform a commercially useful function, or to perform work of the nature and scope claimed for it

Unless otherwise authorized by the Authority, the substitute ACDBE(s) shall be required to perform the same functions and be subject to the same joint venture, partnership, subcontract, sublease or other agreement with the Offeror as the originally proposed ACDBE(s). The Authority may permit the Offeror to alter the substitute ACDBE functions or terms of the Offeror's agreement with the ACDBE, but only if the Authority has not yet completed its evaluation of the proposals and the

Authority determines, in its sole discretion, that these changes will not unreasonably delay the Authority's evaluation. The Authority is under no obligation to delay the evaluation or award of the contract to accommodate a pre-award substitution, even if the Offeror has been identified as the apparent successful Offeror. If the substitute firm cannot be certified as a ACDBE or if the terms of the substitute ACDBE's participation cannot be approved prior to the date by which the Authority has determined, in its sole discretion, that it will award the contract, the Authority may select another Offeror for award.

It will be the responsibility of the Offeror to submit to the Equal Opportunity Programs Department all documentation necessary for the evaluation of the proposed substitute ACDBE(s). Such documentation shall include but is not limited to (1) ACDBE Certification Application; (2) Application for Joint Venture Eligibility; (3) joint venture or partnership agreement (including ACDBE financing plan and/or training plan), or subcontract or sublease; and (4) Proposed ACDBE participation plan.

SECTION IX - EVALUATION OF PROPOSALS

Proposals will be evaluated consistent with the proposal evaluation process established for Concessions Contracts in the most current edition of the Authority's Contracting Manual.

Proposals will be evaluated by the Authority based upon the following criteria and criteria weights:

1. Operations Plan 30%

The Operations Plan for the foreign currency exchange/business services concession will be evaluated in terms of its reasonableness and completeness in addressing the requirements of Section VIII.E.1.

2. Experience and Qualifications of Offeror and Proposed Personnel 30%

The background, qualifications and experience of the Offeror and proposed key personnel, and the financial capability of the Offeror for the foreign currency exchange/business services concession as detailed in the Offeror's proposal will be evaluated. See Section VIII.E.2.

3. Financial Offer 40%

The amount of Offeror's Year 1 MAG will be evaluated by comparing it to the other Year 1 MAG offers received. The highest Year 1 MAG will receive the highest score for this sub-criterion, and the Year 1 MAG offers of the remaining Offerors will receive a proportionate score compared to the highest score. Under

the second sub-criterion, the reasonableness of the Offeror's profit and loss statement will be evaluated. See Section VIII.E.3.

SECTION X - AMENDMENTS TO THIS REQUEST FOR PROPOSALS

Any pertinent information relative to this RFP developed by the Authority subsequent to the issuance thereof, and prior to the established date for the receipt of Proposals will be issued to all prospective Offerors on record in the form of an amendment hereto. Failure to acknowledge receipt of an amendment may result in the rejection of the Proposal.

Kathleen T. Verret
Revenue Development Manager

ATTACHMENT I.
DRAFT CONTRACT

CONCESSION CONTRACT AND LEASE
BETWEEN
METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
AND

**FOR THE ESTABLISHMENT AND OPERATION OF
FOREIGN CURRENCY EXCHANGE/BUSINESS SERVICES**

AT
RONALD REAGAN WASHINGTON NATIONAL AIRPORT
AND
WASHINGTON DULLES INTERNATIONAL AIRPORT

CONTRACT NO. MWAA-4-13-C001

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**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
CONTRACT NO. MWAA-4-13-C001
TO ESTABLISH AND OPERATE
A FOREIGN CURRENCY EXCHANGE/BUSINESS SERVICES CONCESSION
AT
RONALD REAGAN WASHINGTON NATIONAL AIRPORT
AND
WASHINGTON DULLES INTERNATIONAL AIRPORT**

THIS CONTRACT and LEASE, by and between the METROPOLITAN WASHINGTON AIRPORTS AUTHORITY (hereinafter referred to as "Authority"), 1 Aviation Circle, Washington, DC, 20001, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, (hereinafter referred to as "Contractor");

WHEREAS, the Authority, a public body corporate and politic created by interstate compact between the Commonwealth of Virginia and the District of Columbia, with the consent of the U.S. Congress, has been given the responsibility for the operation, maintenance, protection, promotion and development of Ronald Reagan Washington National (hereinafter referred to as "National Airport") and Washington Dulles International (hereinafter referred to as "Dulles Airport") Airports (hereinafter referred to as the "Airports"); and,

WHEREAS, the Authority has determined that the operation of a Foreign Currency Exchange/Business Services Concession at the Airports is desirable; and,

WHEREAS, the Contractor has submitted a proposal in response to the Authority's public solicitation, Request for Proposals No. MWAA-4-13-C001, and the Contractor's proposal submitted in the response thereto was selected as the best proposal; and,

NOW, THEREFORE, the Authority has approved the selection of the Contractor on the terms and conditions herein set forth;

ARTICLE 1. OPERATING PERIOD

1.01 Operating Period. The term of this Contract shall be a period of seven (7) years, commencing February 1, 2013 and expiring January 31, 2020, subject, however, to such earlier termination as provided for elsewhere herein.

1.02 Contract Year: For the purpose of this Contract, "Contract Year" shall mean the period of time beginning with February 1st and extending through January 31st of the following year.

ARTICLE 2. PREMISES

2.01 National Airport Premises. There is one (1) service center at National Airport, Terminal C, adjacent to the North pedestrian bridge which connects National Hall with the parking garage and Metrorail station. This facility is approximately 600 square feet in size. Premises drawings are in Exhibit B to this Contract. The Contractor shall renovate the current space subject to final approval from the Authority.

2.02 Dulles Airport Premises.

1. Service Centers.
 - a. Main Terminal.
 - 1) The contractor will develop and construct two (2) service centers on the Ticketing Level; one on the east end (approximately 400 square feet) and one on the west end (approximately 459 square feet).
 - 2) International Arrivals Building Foreign Exchange Counter (approx. 80 square feet).
 - b. Concourse A. Midfield Service Kiosk (approx. 133 square feet).
 - c. Concourse C. Two (2) kiosks units (approx. 40 square feet each) located at gates C8 and C12.
 - d. Concourse D. There is one (1) mobile unit (on wheels) located at the Mobile Lounge Dock near gate D15. The Contractor will have the opportunity to place its own mobile or permanent unit in this location.
2. Administrative Space. There is an Administrative Office in the Main Terminal, Room 313, which is approximately 288 square feet.
3. Removal of Space. Two (2) service centers (approximately 80 square feet each), one on the east end and one on the west end of the Ticketing Level of the Main Terminal will be demolished and removed at the sole expense of the contractor. Contractor must repair terrazzo, remove kiosks, and remove electrical and data to the origination point.

2.03 Relocation, Expansion, and Reduction of Facilities.

1. Due to the nature of the airport industry, at any time during the Operating Period of this Contract, it may be necessary to relocate, expand or reduce all or any part of the Premises if the Authority determines such action to be necessary for its operation of the Airport. For purposes of this Contract, relocation is defined as the Authority's decision to terminate possession of an existing Premises, and to provide substitute Premises, which may or may not need to be reduced or expanded. Reduction of Premises includes, but is not limited to, the movement of walls, of existing Premises,

or other action which reduces the floor area of the Premises. The Authority reserves the right at any time following the Contract commencement date to take such action with respect to the Premises. In the event it is necessary to relocate, expand or reduce the Premises, the Authority shall provide at least ninety (90) days advance written notice of such changes to the Contractor and pay the reasonable and audited costs of renovating the relocated Premises so that the same are reasonably comparable to the original Premises (including leasehold improvements) and of moving the Contractor's trade fixtures and storefront sign. The Contractor shall be responsible for all other costs involved. The Authority shall not have any liability for relocations, changes in size or the closing of the Premises other than as specifically set forth in this paragraph, and the Contractor waives any such claims, including, without limitation, claims for lost profits. If the Contractor, during any relocation, wants to be placed in any so-called "temporary facilities," if available, the Authority must approve in advance and in writing all aspects (including size, location, design and duration of occupancy) of these temporary facilities.

2. In the event the Authority in its sole judgment believes it desirable to obtain possession of the Premises, it may terminate this Contract with ninety (90) days prior notice in writing to the Contractor. In the event of such termination, within thirty (30) days following the date that the Contractor shall have vacated the Premises, paid all rentals and performed all other accrued obligations under this Contract through to the effective date of such termination, the Authority shall pay to the Contractor a sum equal to the net book value of Project Costs as defined in Article 7.01 of this Contract. In order to obtain any funds from the Authority, at a minimum, the Contractor must furnish all such relevant information concerning the net book value of the Project Costs.

ARTICLE 3. SCOPE OF SERVICES

3.01 Required Services. The Contractor shall use the Premises to provide the following required foreign currency exchange/business services to the passengers and tenants of the Airports:

1. **Foreign Currency Exchange Service.** The Contractor shall be granted the exclusive right to buy and sell foreign currency at the Airports. The Contractor shall conduct foreign currency exchange transactions at all assigned service centers in at least five (5) currencies, including the Euro, English Pound, Japanese Yen and Canadian Dollar and other currencies routinely requested by the traveling public, and approved by the Authority. The Contractor shall also be capable of accepting travelers checks in the currencies which it buys and sells at the Airports, as well as receiving wire transfers of foreign currencies from foreign banks and accepting for collection personal checks drawn on foreign banks.

The spread on rates of exchange will be the same as those used by Travelex in a majority of its locations within the metropolitan Washington, DC area for the same currency.

2. Money Wire Services. The Contractor shall provide money wire services by at least one nationally recognized vendor at each service center.
3. Other Services. The Contractor shall provide the following services at each service center where space is available:
 - a. Photocopier Services: The Contractor shall provide at least one (1) high speed, high quality photocopier with sorting and copy reduction capabilities.
 - b. Facsimile Services: The Contractor shall provide at least one (1) high speed, high quality digital facsimile unit.
 - c. Notary Public Services: The Contractor shall have at least one (1) Notary Public on duty at National Airport and at least two (2) Notary Publics in two (2) different locations at Dulles during all business hours.
 - d. U.S. Postal Services: The Contractor shall have a minimum of one service center at each Airport selling U.S. Postage stamps of various denominations, providing U.S. Postal Service money orders, and accepting domestic mail, international first class mail, registered and insured mail, express mail and small packages weighing up to 50 pounds.

3.02 Optional Services. The Contractor may also provide the following optional services subject to the advance written approval of the Authority:

1. Computer Services
2. Travel Insurance Sales
3. Business Equipment Rental
4. Stock and Bond Information Service
5. Other related services as requested by the Contractor and approved by the Authority

3.03 Additional Services. The Authority may, from time to time during the term of the Contract, require the Contractor to establish additional services which are required or desired at the Airport and which will not adversely affect the economic viability of the Contractor's operation. The services provided under this Contract are primarily intended for the use of air travelers, Airport Tenants, Airport employees and other Airport users. The Authority may restrict the provision of services to other categories of potential customers.

3.04 Additional Services Disputed. In the event any question or dispute arises as to whether any specific item or category of items may be offered on the Premises, the Contractor may submit a request in writing to the Manager, Concessions & Property Development, asking that the matter be reviewed. The Authority shall make its best effort to issue a written decision within fifteen (15) working days and such determination shall be considered final in the matter. The item or category of items may not be offered during the time the Authority is

reviewing the matter without the express approval of the Manager, Concessions and Property Development, or his designee. The Contractor shall abide by and conform to the decision of the Authority.

3.05 Method of Payment. In addition to cash, the Contractor shall accept traveler's checks, Visa and MasterCard credit and debit cards for the required and optional services as applicable. The Contractor shall use its best efforts to secure approval from American Express to enable the Contractor to accept the American Express credit card for all business and optional services.

ARTICLE 4. OPERATING REQUIREMENTS

4.01 Operations. The Contractor agrees to conduct its business hereunder for the accommodation of the public, and to operate the concession in the following manner:

1. On-site Management. The Contractor shall at all times retain an experienced manager fully authorized to represent and act for it in all matters pertaining to the operation of the concession. At times when such manager is not present at one of the Airports, the Contractor shall assign, or cause to be assigned, a qualified subordinate to act for such manager and be in charge of all locations, services and facilities. A reference copy of the Contract shall be kept in the Contractor's local office for the benefit of the local manager.
2. Staffing and Dress.
 - a. During the hours of operation required herein, the Contractor shall provide personnel in sufficient number and with such qualifications necessary to efficiently serve the public, as outlined in its Proposal. Such personnel shall be familiar with the business so as to be courteous, informative, and helpful to the public.
 - b. The attire of such personnel shall be neat, clean and professional. Professionally-made name tags featuring the employee's name must be worn at all times.
 - c. The Contractor agrees to maintain the required minimum staffing at all times during which a facility is open for business unless otherwise modified in writing by the Authority.
3. Utilities. The Authority shall provide, at no charge to the Contractor, heat, water and electricity required for consumption by the Contractor in the normal course of business provided under the terms and conditions of this Contract. Any unreasonable use of utilities or use of such utilities for purposes not specifically cited under this Contract, shall be at the sole cost of the Contractor. Telephone service must be separately contracted for and paid by the Contractor.

4. Equipment. The Contractor agrees that equipment used to provide customer services to the public and Airport tenants shall be maintained in good working order during the hours of operation required herein.

4.02 Hours of Operation. The Currency Exchange/Business Services Concessions shall be staffed and open for business seven days per week, at a minimum, between the hours of 7:00 a.m. and 9:00 p.m.

1. The Manager, Concessions and Property Development, must approve any changes or modifications to these required minimum hours of operation, including temporary variations, in advance, in writing.
2. The Authority reserves the right to require the Contractor to increase its hours of operation if Airport demand for currency exchange/business services dictates.
3. The Contractor will make every best effort to maintain the hours of operations outlined. The Authority understands that there will be periods of time when the facilities will have to close for maintenance or audit activities and will generally approve a closure of this type given the appropriate advance written notice.

4.03 Mobile Carts. Subject to the prior written approval of the Authority, the Contractor may operate mobile-type carts at Dulles Airport solely for the purpose of offering foreign currency exchange services. Prior to considering approval of such mobile carts, the Authority shall review their size, design, power and communications requirements, style and proposed locations. The Authority, at its sole discretion, and upon twenty-four (24) hours notice, may require the removal from service of any mobile cart(s) for good cause including poor appearance of the cart, failure of the Contractor to staff the cart during normal business hours, impediments to passenger traffic flow, or because the Authority has a need for the space in which the cart is located. Such removal by the Contractor shall be at the Contractor's sole expense. The Authority shall have no obligation to provide alternative space for any cart(s) removed from service.

4.04 Operational Compatibility. The Contractor agrees that all:

1. Deliveries shall be made in a manner subject to the approval of the Authority, using entrance areas designated by the Authority.
2. Trash shall be disposed of during inactive hours of the Airport's operation to minimize interference with the Airport passengers.
3. Whenever possible, restocking of supplies shall be done during periods of minimum passenger activity.

4.05 Liquidated Damages.

1. Should the Contractor fail to maintain the minimum staffing in a facility as specified in Article 4.01 and fail to obtain Authority permission prior to such failure, liquidated damages may be assessed. The Contractor shall pay within ten (10) days of demand

by the Authority liquidated damages of One Hundred Dollars (\$100.00) per hour for each hour or fraction thereof that the facility does not maintain minimum staffing levels.

2. Should the Contractor fail to maintain the hours required as specified in Article 4.02 and fail to obtain Authority permission prior to such failure, liquidated damages may be assessed. If a facility location is found to be closed at any time it is required to be open, the Contractor will be given a reasonable opportunity to correct the discrepancy. Should the discrepancy continue, the Authority has the option to assess liquidated damages at a rate of One Hundred Dollars (\$100.00) per hour of non-operation, or any fraction thereof, until corrected.

ARTICLE 5. FINANCIAL CONSIDERATION

5.01 Gross Receipts. In addition to the definition shown under Article 1 of the Standard Provisions for Concession Contracts, the following applies: "Gross Receipts for foreign currency transactions performed under this Contract shall include the fees and/or surcharges collected from customers for these transactions. In some cases, these fees and/or surcharges are described as the difference between the purchasing and selling of currencies being exchanged by the Contractor."

5.02 Concession Fee: In addition to all other charges or costs required to be paid or borne by the Contractor herein, the Contractor shall, during each Contract Year, pay the Authority a Concession Fee which consists of the greater of 1) a Minimum Annual Guarantee (MAG), or 2) a percentage of annual gross receipts ("Percentage Rent"). The Concession Fees shall be paid to the Authority in lawful currency of the United States of America in the following manner:

1. **Minimum Annual Guaranteed Rent.** On the first day of each calendar month during the Operating Period of this Contract, the Contractor shall pay to the Authority, without demand or invoice, an amount equal to one twelfth ($1/12^{11}$) of the MAG due for that Contract Year. For any period of less than one calendar month during the term of the Contract, the MAG shall be pro-rated. Said MAG shall be deemed delinquent if not received by the Authority by the tenth (10th) calendar day of the month. The following is the MAG amount to be paid for the first Contract Year:

Contract Year	MAG Expressed in Numbers	MAG Expressed in Words
1		
2		
3		
4		
5		
6		
7		

2. Percentage of Gross Receipts Rent. The percentage rent during the Operating Period of the Contract, as well as during the Option Period(s), if exercised, shall be fifteen percent (15%) of annual Gross Receipts.

By no later than the twentieth day after the beginning of each calendar month during the Operating Period of this Contract, the Contractor shall pay to the Authority, without demand or invoice by the Authority, a sum of money equivalent to the amount by which the Percentage Rent for the previous month exceeds the prorated monthly minimum paid for the previous month. In the event the Percentage Rent for the month does not exceed the monthly minimum paid for that month, then no Percentage Rent shall be due for such month. Percentage concession rent payments, if due, shall be deemed delinquent if not received by the twentieth (20th) calendar day of the month.

5.03 Reporting.

1. Certified Statements. The Monthly and Annual Certified Statements, in addition to requirements contained in Article 13 of the Standard Provisions, shall enumerate all payments, MAG and/or Percentage Rent calculations, overall Gross Receipts, and number of transactions for different types of services for the previous month in such form and detail which the Authority may reasonably request (See Exhibit D).
2. Mailing Addresses. Monthly and Annual Certified Statements, MAG payments and Percentage Concession Fee payments shall clearly identify their purpose and be sent to the following addresses:

(Certified Statements and Payments)

Metropolitan Washington Airports Authority
P.O. Box 402816
Atlanta, GA 30384-2816

(Copy of Certified Statement)

Manager, Concessions & Property Development
Metropolitan Washington Airports Authority
1 Aviation Circle
Washington, DC 20001-6000

5.04 Liquidated Damages for Late Submission. If the Contractor fails to submit an Annual Statement of Gross Receipts and Concession Fees for the Contract Year within ninety (90) days following the end of the Contract Year, the Contractor shall pay within ten (10) days of demand by the Authority liquidated damages of One Hundred Dollars (\$100) per day for each day that the Annual Statement is late.

ARTICLE 6. PERFORMANCE GUARANTEE

6.01 Performance Guarantee Amount. The Contractor shall deliver to the Authority upon the execution of this Contract a Performance Guarantee in the amount of _____ which is fifty percent (50%) of the First Year's Minimum Annual Guarantee (MAG). This Performance Guarantee is required in order to guarantee performance of the Contract by the Contractor and shall be subject to claim in full or in part by the Authority in the event of default of the Contractor or failure to fully perform the Contract. The Contractor shall ensure that the Performance Guarantee is maintained at all times in the proper amount throughout the full term of the Contract. The amount of said Performance Guarantee shall be subject to adjustment at the end of each Contract Year to an amount equal to fifty (50%) percent of the MAG for the next Contract Year or 50% of the total payments (MAG and Percentage Rent) made to the Authority during the previous Contract Year, whichever is greater.

6.02 Performance Guarantee Form. The Performance Guarantee, at the option of the Contractor, may be in the form of an irrevocable letter of credit issued by a bank (with a bank rating "B" or better by Sheshunoff Information Services), a certified check, cashiers check, or money order acceptable to the Authority and made payable to the Authority. The Performance Guarantee may also be in the form of a performance bond issued by an insurance company acceptable to the Authority. If a check or money order is issued, it will be deposited in an interest bearing account for the benefit of the Authority.

6.03 Liquidated Damages. The Contractor shall pay within ten (10) days of demand by the Authority liquidated damages of One Hundred Dollars (\$100) per day for each day that the Contractor does not maintain the correct amount of the Performance Guarantee.

ARTICLE 7. FIXED IMPROVEMENTS

7.01 Initial and Additional Improvements.

1. Prior to the construction and installation of any new Premises or renovation of any existing Premises, the Contractor shall first prepare an overall concept plan for the new facilities, including a proposed time schedule, date of construction completion, and budget. These items must be submitted prior to the issuance of an Authority Building Permit and shall be subject to the approval of the Authority. Such data must be in a form consistent with that cited under other articles of this Contract. Thereafter the Contractor shall, at its sole cost and expense, employ competent architects and engineers who will prepare detailed plans, specifications, interior design and decorations and cost estimates of all facility construction costs. All such plans, specifications, equipment, cost estimates and modifications shall be first submitted to the Authority for approval. Construction shall not commence until the Authority has issued a building permit.
2. The most current edition of the following codes is to be utilized in the preparation of the design and specifications of improvements undertaken herein:

- a. Virginia State Code and Building Official Codes Annotated (BOCA) Basic Building Code. This code covers the structure as to occupancy, fire protection, structure requirements, materials, etc.
 - b. BOCA Mechanical Code. This code covers the requirements for heating, cooling, and ventilating and gas fuel piping and appliances.
 - c. BOCA Plumbing Code. This code generally covers health and safety as it relates to acceptably installed and adequately maintained plumbing systems.
 - d. National Electrical Code (NEC). This code covers the safeguarding of persons and property from hazards arising from the use of electricity, which includes wiring, loading, grounding communications systems, and hazardous locations.
 - e. The Authority's Design Manual and all applicable Airport-issued Orders and Instructions.
3. The Contractor shall ensure that the contractor(s) performing construction, maintenance or repair work for the premises assigned the Contractor, and any of their subcontractors, provide the Authority with valid certificate(s) of insurance with a minimum of one million dollars (\$1,000,000) of commercial general liability insurance, in advance of the performance of any work. The Certificates of Insurance shall be provided on the industry Standard Form (Accord 25). The construction contractor shall provide property all risk coverage. Replacement Cost Insurance under Builder's Risk (100% Completed Value) and an Installation Floater (100% Installed) for Real and Personal Property shall also be provided to the Authority. The Metropolitan Washington Airports Authority shall be identified as an additional insured on all policies. The policy must provide for thirty (30) days advance notice to the Authority of cancellation of the coverage or any material change in the policy.
4. Project Costs. The term "Project Costs" or "Construction Costs" shall include the following:
- a. Amounts paid by the Contractor for the construction of Fixed Improvements on the Premises.
 - b. Amounts paid by the Contractor to provide all utility lines and connections or equipment required to connect to the Authority's utility distribution system.
 - c. Sums paid by the Contractor to architects, designers, engineers, surveyors, construction managers, attorneys, accountants, appraisers and other professionals and consultants directly connected with the design, development and construction of the fixed improvements. In-house expenses for such personnel shall not be considered construction costs unless such work was performed and managed in-house and documented by the Contractor. Such in-house billing shall be invoiced without mark-up.

- d. Premiums paid by the Contractor for all permits and insurance required during construction, including, without limitation, commercial general liability, builder's risk and extended coverage endorsements, workers' compensation insurance, and premiums paid for performance bond and labor and material payment bonds during construction.
 - e. Fees, including customary and reasonable bank administration costs, and interest paid by the Contractor to the construction lender during the period of construction excluding late fees and penalties.
5. Documentation of Construction Costs and Costs of Fixed Improvements and Operating Facilities.
- a. Upon completion of the construction and installation of Fixed Improvements, the Contractor shall provide to the Authority a complete schedule detailing the final costs of construction and modifications. It shall make available to the Authority all invoices, cancelled checks and such other documents as the Authority may reasonably require to verify expenses for such construction and Fixed Improvements, including architectural and engineering fees, fixtures and signage (within ninety (90) days of the date of beneficial occupancy).
 - b. The Authority reserves the right to audit all documentation of all construction costs and costs for Fixed Improvements provided under its Contract. The Contractor shall cooperate in such an audit and provide supporting cost documentation upon request from the Authority and the Authority shall establish a reasonable schedule for such audits.
 - c. If the Authority disagrees with the Contractor's determination of 1) the categorization of an item as a Fixed Improvement or Operating Facility or, 2) with the reasonableness of the cost of the item, or, 3) if supporting cost documentation is not sufficient, it shall notify the Contractor in writing. The Contractor shall have sixty (60) days following receipt of the Authority's notice in which to respond or provide any additional information. Within thirty (30) days after receipt of any response or additional information provided by the Contractor, the Authority will make a determination as to whether or not the cost or ownership of the Fixed Improvement or Operating Facility improvement shall be allowed.

7.02 Plan Submissions. Full and complete plans with the professional seal of an architect or engineer licensed in the Commonwealth of Virginia and specifications for all work, including cost estimates, facilities and improvements, and the time required to complete same, shall be submitted to and receive the written approval of the Authority before work or construction commences. First-class standards of design and construction will be required in connection with all such work, facilities and improvements; and all construction shall conform to the general requirements of the Authority. Six (6) sets of plans for all improvements or subsequent changes therein or alterations thereof shall be given to the Authority for review at thirty-five percent (35%) (schematic designs), sixty percent (60%) and one hundred percent (100%) of completion. The Contractor must receive an Authority Building Permit for each location prior to commencement of construction. Upon receiving the Building Permit, the

Contractor shall submit to the Authority, the approved construction plans in digital format (CADD) in accordance with the Authority's Design Manual, Appendix 3, CADD Design Standards.

7.03 Plan Modifications and Revisions. In the event of disapproval by the Authority of any portion of the plans and specifications, the Contractor shall promptly submit necessary modifications and revisions thereof. No changes or alterations shall be made by the Contractor to said plans or specifications after initial approval by the Authority, and no alterations or improvements shall be made to or upon the concession without the prior written approval of the Authority. The Authority agrees to act within a reasonable time period upon such plans and specifications upon requests for approval of changes or alterations to said plans or specifications.

7.04 Record Drawings. Within ninety (90) days following completion of all work, the Contractor shall submit two complete, full-sized, printed sets of marked-up Record Drawings showing the "as built" condition of all Fixed Improvements constructed by the Contractor on the Premises. The drawings are not to be submitted until after substantial completion to insure all changes are shown on the drawings. Record Drawings are to show the actual installation where installation varies from that shown on original permitted construction documents. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Accurately record information in an understandable drawing technique. Ensure mark-ups are legible and reproducible. The Contractor agrees that, upon the request of the Authority, the Contractor will inspect the Premises jointly with the Authority to verify said as-built drawings.

7.05 Annual Report. The Contractor shall, within 90 days after the end of each Contract Year, provide an annual report of fixed improvements and operating fixtures installed and completed during the prior Contract Year.

7.06 Liquidated Damages. The Contractor shall pay the following liquidated damages within ten (10) days of demand by the Authority:

1. One Hundred Fifty Dollars (\$150) per day for each day that the agreed-upon construction completion date for Fixed Improvements is exceeded.
2. One Hundred Dollars (\$100) per day for each day that record drawings showing the "as built" condition of all Fixed Improvements constructed by the Contractor on the Premises are delivered past the due date as defined in Article 7.04.
3. One Hundred Dollars (\$100) per day for each day that the Annual Report is submitted beyond the deadline defined in Article 7.05.

ARTICLE 8. AIRPORT CONCESSIONS DISADVANTAGE BUSINESS ENTERPRISE PARTICIPATION

8.01 Airport Concessions Disadvantage Business Enterprise (ACDBE) Participation. The Contractor has proposed to meet the Contract's 30% ACDBE goal by entering into a subcontract with _____, which is an Authority-certified Airport Concessions Disadvantage Business Enterprise (ACDBE). The Contractor shall ensure that every reasonable opportunity is offered to _____, to expand its role in the Contract in those operational areas deemed appropriate. The Contractor shall comply with the Airport Concessions Disadvantage Business Enterprise Plan it provided in response to RFP MWAA-4-13-C001, and in accordance with the fully executed subcontract Agreement with _____, which has been approved by the Authority, is attached hereto as Exhibit E and is incorporated herein by reference.

Under the Contractor's ACDBE Plan, the Contractor is committing to provide _____% ACDBE participation by subcontracting all of the assigned Premises and responsibilities for the Contract's operation to _____. Except as otherwise approved by the Authority in writing, the Contractor is obligated to provide 100% ACDBE participation throughout the life of this Contract. To insure that this percentage is maintained, the Contractor shall monitor _____ to insure that it retains its ACDBE status and ACDBE certification (ACDBE's are required to file an Annual Statement of No Change In Status with the Authority).

8.02 ACDBE Substitution. If during the term of this Contract, _____, ceases to do business, ceases to exist, or ceases to be a ACDBE for reasons other than growth in its annual gross receipts, the Contractor must, unless otherwise authorized in writing by the Authority, replace _____, with another ACDBE that has been reviewed, certified and approved by the Equal Opportunity Programs Department of the Authority. The ACDBE replacement shall occur within ninety (90) days of the date on which the previous ACDBE ceased to do business or ceased to exist, whichever is later. The replacement ACDBE may not begin operating until the substitution has been approved by the Authority's Equal Opportunity Programs and Concessions and Property Development Departments Such replacement ACDBE shall participate in the concession at least to the same extent as that contained in the ACDBE Plan contained in the Contractor's Proposal.

1. To qualify as an ACDBE, the firm must meet the Authority's certification criteria. Currently, those criteria require a firm to be a small business whose average annual receipts for the preceding three (3) fiscal years do not exceed \$30 million and it must be (a) at least 51 % owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 % of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations one or more of the socially and economically disadvantaged individuals who own it controls. "Socially and economically disadvantaged individuals" include:
 - a. Women;
 - b. Black Americans, which includes a person having origins in any of the Black racial groups of Africa;

- c. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race; Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, and Native Hawaiians;
 - d. Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Marianas Islands, Macau, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru; and
 - e. Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
2. The Authority will generally assume that business owners who fall into one of these groups are socially and economically disadvantaged. Their disadvantaged status will not generally be investigated, unless a third-party challenge is made.
 3. Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Authority, as part of the certification process, will determine whether the individual is socially and economically disadvantaged under the criteria in 49 CFR Part 23 and 26. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

8.03 ACDBE Compliance.

1. The Contractor shall allow the Authority access to the Contractor's records relating to the contract, including, but not limited to, payroll records, tax information, and accounting records, for the purpose of ascertaining whether the ACDBE is performing the designated work and the Contractor is otherwise carrying out the ACDBE participation requirements of the Contract.
2. The Contractor shall provide true and monthly reports of the ACDBE participation (including payments made to and/or payments received from the ACDBE) under this contract. The report will be provided on the attached ACDBE Contract Activity Report and will be included with the Contractor's Certified Monthly Statement, with a separate copy to the Authority's Equal Opportunity Programs Department. The ACDBE monthly report will include any supporting documentation required by the Authority.
3. The Authority will conduct post-award contract compliance monitoring on the ACDBE participation in this Contract. The Contractor shall be found to be in non-compliance if the Contractor fails to comply with the ACDBE provisions of this Contract.

8.04 Liquidated Damages. The Contractor shall pay within ten (10) days of demand by the Authority liquidated damages of:

1. One Hundred Dollars (\$100) per day for each day that the monthly ACDBE Contract Activity Report is submitted past the due date as defined in this Article 8.03.3.
2. One Hundred Dollars (\$100) per day for each day that the venture's annual profit and loss statement is submitted past the due date as defined in this Article 8.03.4.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

9.01 Insurance Minimum Amounts. The Contractor shall carry insurance in the following minimum amounts:

1. Worker's Compensation and Employer's Liability in compliance with Virginia Statutory Limits and All States Endorsements with \$1,000,000 in Employers' Liability.
2. Commercial General Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Coverage must include Broad Form Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Independent Contractors and Subcontractors and Fire Legal Liability. Such policy or policies shall to the degree reasonably possible, be issued on an occurrence basis, and shall cover the entire assigned Premises or the Airport and all indemnifications made in the Contract.
3. Comprehensive Automobile Liability Insurance for each vehicle with limits of one hundred thousand (\$100,000) bodily injury each person or three hundred thousand (\$300,000) bodily injury each accident and fifty thousand (\$50,000) property damage each accident for all automotive equipment owned, operated, leased, hired, or non-owned. Such automobile liability insurance shall provide coverage for the use, possession, maintenance, condition or operation of each vehicle. If any vehicles operate on the Air Operations Area (AOA), the insurance requirement shall be two million dollars (\$2,000,000). The AOA is defined as that area of the Airport which is located inside the perimeter security fence surrounding the airside portion of the Airport.

9.02 Liquidated Damages. The Contractor shall pay within ten (10) days of demand by the Authority liquidated damages of One Hundred Dollars (\$100) per day for each day that required proof of insurance coverage is not maintained.

9.03 Mailing Address. The Contractor shall deliver each policy and certificate of required coverage to the Authority for approval upon execution of the Contract. Certificates shall be issued to:

Manager, Terminal Concessions and Services
Ronald Reagan Washington National Airport
Metropolitan Washington Airports Authority
One Aviation Circle
Washington, D.C. 20001-6000

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 Incorporation of Standard Provisions. The "Standard Provisions for Concession Contracts of the Metropolitan Washington Airports Authority", dated April 30, 2008, attached hereto as Exhibit D are hereby incorporated into and made a part of this Contract. The Contractor shall be obligated to meet all specifications described in the Standard Provisions, PROVIDED, HOWEVER, that where an express provision of this Contract is in conflict with any provisions of the Standard Provisions, this Contract shall control. The Authority and the Contractor agree that the following change will apply to the Standard Provisions:

1. The following sentence is added to the end of Article 18.02: "Notwithstanding the foregoing, no such change in the ownership or control of Contractor will constitute an assignment requiring the Authority's consent hereunder as long as the net worth of the surviving entity immediately following such change is at least as great as Contractor's as of the date of execution of this Contract."

10.2 Notices. All notices, consents and approvals required under the terms of this Contract shall be given by a designated representative or the party or by in whose behalf they are given and delivered either by hand or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the Landlord:

Manager, Concessions and Property Development
Metropolitan Washington Airports Authority
1 Aviation Circle
Washington, D.C. 20001

To the Contractor:

A copy shall be sent to:

10.03 Liquidated Damages. Wherever liquidated damages are stated in this Contract, the Contractor specifically agrees:

1. That the amount of such liquidated damages is reasonable and does not constitute an unenforceable penalty; and
2. The payment of the liquidated damages amount shall be due upon the Contractor's receipt of written notice from the Authority of the amount of liquidated damages that have been assessed.

The Authority will send the Contractor written notice of the Authority's decision to assess liquidated damages no later than thirty (30) days from the date the event leading to the assessment of liquidated damages occurred.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the dates shown below.

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

Witness: _____

By: _____
Kathleen T. Verret, Manager
Revenue Development

Date: _____

Witness: _____

By: _____

Title: _____

Date: _____

ATTACHMENT II.
STANDARD PROVISIONS

Standard Provisions
for
Concession Contracts

April 30, 2008

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Article 1. Definitions and Interpretation

1.01 Definitions. Except as otherwise clearly indicated by the context, the following words, terms and phrases wherever used in this Contract shall for the purpose of this Contract have the following meanings:

"Airport" or "Airports" means either or both Ronald Reagan Washington National Airport (DCA) or Washington Dulles International Airport (IAD) as the context of this Contract shall indicate.

"Airline" shall mean a company operating scheduled air transportation services that has entered into a standard airline use and lease agreement with the Authority.

"Authority" means the Metropolitan Washington Airports Authority, the entity that operates and controls Washington National and Washington Dulles International Airports, or its successor.

"Contracting Officer" means the Manager, Concessions and Property Development for the Airports Authority, or, for the ground transportation, rental car, Fixed Base Operator or parking concession contracts, the Manager of Airport Administration for the Airport at which the contract will be performed. The Manager is authorized to change any of the terms and conditions of the Contract and is also the party responsible for the on-site administration and enforcement of the terms and conditions of this concession Contract in all areas.

"Contractor" means the person or entity that has been awarded the right to establish and operate the Airport concession activity that is authorized by this Contract.

"Day" means business day unless otherwise specified.

"Expiration Date" means the scheduled last day of the period of this Contract. If the period of this Contract is extended, the Expiration Date shall be the scheduled last day of the period so extended. If the Contract is canceled or terminated, prior to the originally fixed Expiration Date, then the Expiration Date shall be the effective date on which this Contract is canceled or terminated, as established by the Authority; provided, that if this Contract is canceled or terminated prior to the originally fixed Expiration Date for default by the Contractor, this definition shall not be construed to preclude the Contractor's liability to the Authority for the period beyond the effective date of the termination or cancellation.

"Fixed Improvement" means any alteration, addition, annexation or improvement to the Premises or a portion thereof that cannot be removed or changed without material damage to, or destruction of, either itself or the Premises or a portion thereof.

"Gross Receipts" means the total amount received or realized by, or accruing to the Contractor from all cash or credit sales at the Airport of services, materials, or other merchandise made pursuant to the privileges authorized by this Contract. Losses due to "bad" checks or credit cards are the responsibility of the Contractor and shall not be deducted from gross receipts. A sale shall be deemed made at the Airport if: (1) the merchandise or services are ordered at the Airport and filled at the Airport or elsewhere; or (2) if the merchandise or services are ordered elsewhere, but the order is filled at the Airport or the merchandise or services are delivered from the Airport. All revenue shall be deemed to be received at the time of determination of the amount due the Contractor for each transaction, whether for cash or credit, and not at the time of billing or payment, unless otherwise specifically stated in this Contract; PROVIDED, HOWEVER, Gross Receipts exclude (1) refunds made by the Contractor to its customers for merchandise returned to the Contractor and (2) any taxes imposed by law which are separately stated and paid by the customer, and directly payable to the taxing authority by the Contractor.

"Interior Maintenance" means the maintenance and keeping in good repair of the assigned Premises. This includes, but is not limited to, janitorial services, removal of trash, pest control, painting and maintenance of wall coverings, relamping and maintenance of light fixtures, interior and exterior washing of windows, repainting of Premises, and replacement of floor covering. It does not include maintenance and repairs required because of structural defects.

"Operating Equipment" means furniture, furnishings, special lighting fixtures, carpeting, draperies, decorations or other special finishing work, signs, appliances and trade fixtures and equipment that is furnished, installed or used by the Contractor in its operations on the Airport. It does not include Fixed Improvements, or repair or maintenance of Operating Equipment or Fixed Improvements or displays or decorations that are of a seasonal or temporary promotional nature.

"Premises" includes the areas at the Airports that the Contractor is authorized to use under this Contract, including any alterations, additions, repairs or Fixed Improvements made thereto.

"President" means the President and Chief Executive Officer, Metropolitan Washington Airports Authority, or such person or persons as may from time to time be authorized by the President to act for the President on matters pertaining to this Contract.

1.02 Interpretation. In this Contract, unless the context otherwise requires:

1. The terms "hereby," "herein," "hereof," "hereto," and "hereunder" and any similar terms used in this Contract refer to this Contract.
2. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies as well as natural persons.
3. Any headings preceding the text of the Articles and Sections of this Contract, and any table of contents, shall be solely for convenience of reference and shall not constitute a part of this Contract, nor shall they affect its meaning, construction or effect.
4. Words importing the male gender shall include the female gender and vice versa.
5. Words importing the singular shall include the plural and vice versa, unless the context clearly indicates otherwise.
6. A provision of this Contract that prohibits a party from performing an action shall be construed so as to prohibit the party from performing the action or permitting others to perform the action.
7. A provision of this Contract that requires a party to perform an action shall be construed so as to require the party to perform the action or cause the action to be performed.
8. "Including" means "including but not limited to."
9. The parties agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. Except as otherwise provided in this Contract, none of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.
10. All attachments to this Contract shall be deemed to be a part of this Contract.

11. In the event of a conflict between the body of the Contract and these Standard Provisions, the Contract shall take precedence.

Article 2. Incorporation of Proposal and Rights In Data

2.01 Incorporation of Proposal. Unless otherwise provided in this Contract, the Contractor's proposal is hereby made a part of the Contract. The Contractor's proposal may be subject to public disclosure in accordance with the Authority's Freedom of Information Policy. Notwithstanding the foregoing, however, the Authority will not publicly disclose commercial or financial information contained in the proposal which the Contractor specifically designates as confidential and provides the Authority with specific reasons protection is necessary.

2.02 Rights in Data. If the Contractor is required during the period of the Contract to submit data regarding revenue generated under the Contract, the Authority has the right to use such data in contract solicitations and the data may also be subject to public disclosure pursuant to the Authority's Freedom of Information Policy.

Article 3. Use of Premises and Operation of Concession

3.01 Use of Premises. The Contractor shall use the Premises only to operate the concession specified herein. No other uses are permitted unless previously authorized by the Authority in writing, which authorization may be withheld in the Authority's sole discretion.

3.02 Operation of Concession. Except as otherwise authorized by the Authority in writing, the Contractor shall:

1. Operate this business during such hours as may be deemed reasonably necessary by the Authority, or as specifically stated elsewhere herein.
2. Keep its Premises used for retail business fully staffed with knowledgeable, helpful, courteous, considerate and efficient employees. The Contractor shall require its employees to observe a strict impartiality as to services. The Contractor shall prohibit and restrain its agents, servants, and employees from loud, noisy and/or persistent announcement of its services on or about the Premises or the Airport.
3. Make every reasonable and lawful effort to maintain, develop and increase the business conducted by it under this Contract. The Contractor shall use its best efforts to achieve a maximum sales volume for the concession. It further agrees not to divert, or cause or allow to be diverted, any business from the Airport.
4. Use for office, clerical, storage or other non-selling purposes only such space in the Premises as is reasonably necessary for Contractor's business therein, and shall not perform any office, clerical, storage or other functions in the Premises for any other concession, business or store.
5. Not use the space outside or adjacent to the Premises for displays, sales or any other similar undertaking.
6. Not place any load on any floor in the Premises that exceeds the floor load per square foot that such floor was designed to carry.
7. Not use any roof over the Premises for any purpose. Contractor shall not use exterior walls of the Premises except that the Contractor may use any display windows that are part of the Premises and except that the Contractor may erect signs approved by the Contracting Officer.

8. Not use the Premises for any illegal trade or business, or for any other illegal purpose.
9. The Contractor shall not employ or retain in its service, or permit to remain upon the Premises, any person reasonably found by the Contracting Officer to be objectionable or unfit for such employment.
10. Not install or have installed or allow to be installed upon the Premises any sign, either lighted or unlighted, display, video, poster, magazine or other printed materials containing advertising. The Contractor expressly acknowledges that the Authority maintains separate exclusive advertising concessions at the Airport for the dissemination of local and national advertising and the distribution of a complimentary magazine relating to the Airports. The Contractor warrants that it shall not engage in any conduct which conflicts with such other concessions. Any sign, video, poster, magazine or printed material containing advertising, or other displays not approved by the Authority shall be removed from the Premises by the Contractor within one (1) day after notice from the Authority. The Authority may enter the Premises and remove the unapproved item(s) if the Contractor does not remove the item(s) itself.
11. Not install vending machines, public telephones and other similar coin-operated equipment on the Premises unless authorized by the Contracting Officer.

3.03 Merchandise; Prices to be charged. The Contractor shall keep the concession continuously stocked with high quality, saleable merchandise and establish reasonable prices to be charged for the products and services to be sold or exchanged that are consistent with the pricing set forth in its proposal. The Contractor may, subject to the written consent of the Contracting Officer, grant complimentary or reduced rates to certain persons as are customary in businesses of similar character.

1. Reasonableness of prices shall be judged by comparison with the Contractor's pricing contained in its proposal and by comparison to prices currently charged for comparable goods or services furnished or sold outside the Airport in the Washington, DC Metropolitan Area under similar conditions with due allowance for accessibility, availability, cost of labor and materials, type of patronage and other conditions customarily considered in determining charges. However, consideration may also be given to such other factors as the Contracting Officer may reasonably deem significant. The Contractor shall within forty-eight (48) hours after notice from the Contracting Officer, reduce any prices judged by the Contracting Officer to be unreasonable under this Section 3.03.
2. The Contractor shall sell only the merchandise and services specifically authorized herein and provide the Operating Equipment, Fixed Improvements, management, personnel, goods and commodities necessary therefor. The Authority reserves the right to determine the nature and type of merchandise and services that may be sold or furnished by the Contractor. The Contractor shall, within forty-eight (48) hours after receipt of written notice from the Contracting Officer, discontinue the sale of any product or service that the Contracting Officer reasonably determines to be in violation of the rights granted hereunder.

3.04 Insurance Rate. The Contractor shall comply with all insurance requirements relating to or affecting the Premises. If insurance premiums payable by the Authority for the Premises or the Airport exceed the rate that would have been applicable, because of a failure by the Contractor to comply with insurance requirements, or as a result of or in connection with the use to which the Premises are put by the Contractor (if such use is other than a use authorized under this Contract), Contractor shall, upon demand by the Authority, immediately reimburse the Authority for the excess insurance premiums paid by the Authority.

3.05 Hazardous Materials. Any Hazardous Materials shall be handled, stored, transported and disposed of in accordance with all applicable Federal, state and local statutes, ordinances, and regulations. The term "Hazardous Materials" shall mean any substance, chemical, or waste which at any time shall be defined as hazardous, toxic, or dangerous under applicable federal, state or local laws or regulations that govern (1) the existence, cleanup, or remedy of contamination on property; (2) the protection of the environment from spilled, deposited or otherwise emplaced contamination; (3) control of hazardous wastes; or (4) the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

Article 4. Condition of Premises, Alterations, Discharge of Liens

4.01 No Representations or Warranties. The Authority makes no representations, covenants or warranties with respect to the Premises except as expressly set forth in this Contract.

4.02 Construction, Alterations or Repairs to Premises.

1. Contractor shall not make or permit anyone to undertake any construction or make any alterations, additions or improvements, structural or otherwise, or install any Fixed Improvements or Operating Equipment (hereinafter collectively referred to as "Alterations"), in or to the Premises without the prior written consent of the Contracting Officer. Prior to the commencement of work on any Alterations, the Contracting Officer's written approval must be obtained as to comprehensive plans and specifications showing all the proposed Alterations, including detailed descriptions of the effect of the proposed Alterations on the mechanical and electrical systems of the building in which the Premises are located and the compatibility of the Alterations with the design and general character of the Airport and the area in which the Premises are located. The Authority shall have the right to stop such work if the Authority or its designated agent determines that such work is not being done in a workmanlike manner or in accordance with the plans and specifications provided to the Authority. In such event, the Contractor shall promptly correct the problem that gave rise to the work stoppage. If the Contractor fails to do so within a time period determined by the Authority to be reasonable, then the Authority may, at its sole option, and at Contractor's expense, correct such problem(s), and complete the Alterations.
2. Said Alterations shall in all respects comply with the Virginia Uniform Statewide Building Code, the Authority's Design Manual; Authority regulations and directives; Federal Aviation Administration regulations, orders and advisory circulars; federal and state environmental regulations; the Authority's Construction Safety Manual; Authority insurance requirements; Virginia Occupational Safety and Health standards; applicable food and beverage codes and other health regulations (Arlington, Fairfax or Loudoun County, U.S. Public Health Service); and any other applicable federal, state and local laws and regulations. All construction, alterations or repairs to the Premises shall also be required to meet any other standards specifically referenced or stated elsewhere in this Contract.
3. Within a reasonable time after this Contract has been fully executed, the Contractor shall apply to the appropriate authorities for any permits that may be required in connection with the Alterations to be done by the Contractor pursuant to this Contract. The time in which the Contractor is required to comply with this subparagraph shall take into account the time needed to develop and obtain the Contracting Officer's approval of plans, drawings and specifications.

4.03 Discharge of Liens. If any mechanic's or materialman's lien is filed against the Premises as a result of any work or act of the Contractor, the Contractor shall discharge the lien within twenty (20) days after the filing of the lien. In addition to any other remedies available to the Authority, if the Contractor fails to discharge the lien, the

Authority may bond or pay the lien or claim for the account of the Contractor without inquiring into the validity thereof. The Contractor is required to reimburse the Authority for any funds so spent by the Authority.

4.04 Incorporation of Plans, Drawings and Specifications. Upon approval, the final plans, drawings and specifications associated with any Alterations shall be deemed to be a part of this Contract. All Alterations done by the Contractor pursuant to this Contract shall be consistent with the plans, drawings and specifications approved by the Contracting Officer for this Contract.

4.05 Fire Extinguishers. The Contractor agrees to supply and maintain such adequate and readily accessible fire extinguishers, approved by fire underwriters for the protection of the Premises, it being understood and agreed that the Contractor shall not be required to maintain equipment necessary to fight successfully a fire of major proportions in the Premises.

4.06 Locks. The Contractor agrees to install a Best lock keying system compatible with the Authority's system on all entrances to the Premises and mechanical room entrances, for police, security, fire protection and maintenance reasons.

Article 5. Maintenance and Utilities

5.01 Maintenance by Contractor. Contractor shall keep the Premises (including but not limited to, surfaces of walls, windows and window casings and sills, both inside and outside, ceilings, floors, inside and outside doors and door jambs, and interior and exterior lighting) and Fixed Improvements and Operating Equipment located within the Premises in safe, neat, and clean condition and good order and repair, cause no waste or injury thereto, shall make any necessary repairs or replacements, and will, at the expiration or other termination of this Contract, surrender the same, broom clean, in the same order and condition in which they are on the commencement date of this Contract, ordinary wear and tear excepted. Maintenance, repair, and replacement of all Operating Equipment and/or Fixed Improvements within or for the exclusive benefit of the Premises, including but not limited to, air conditioning or heating equipment (except at Dulles Airport), bathroom fixtures, or any other type of equipment or improvements, shall be the sole responsibility of Contractor. The Contractor shall promptly undertake any maintenance, or replacement as may be considered necessary by the Authority and shall be done with material and personnel approved by the Contracting Officer. The Contractor shall also keep and maintain in good order any loading platform, truck dock and/or truck maneuvering space used by it.

5.02 Releases of Hazardous Materials. Promptly respond to and clean up any release or threatened release of any Hazardous Material (see definition in Article 3.05) into the drainage systems, soils, groundwater, waters or atmosphere, in a safe manner, in accordance with applicable federal, state, and local statutes, ordinances, and regulations, and as authorized or approved by all federal, state or local agencies having authority to regulate the permitting, handling and cleanup of Hazardous Materials. The Authority and the Airport Fire Department shall be notified immediately of any release or threatened release of any Hazardous Material.

5.03 Structural Maintenance by the Authority. The Authority shall maintain in good repair the foundation, sprinkler system, exterior structural walls excluding doors, windows, and interior surfaces of any walls, roof, utility distribution systems leading to the Premises, and the common areas adjacent to the Premises. Reasonable notice and opportunity to cure must be provided by the Contractor to the Authority in the event the Contractor believes that the Authority has failed to comply with this provision before the Authority may be considered in default. The Authority shall not be required to undertake any maintenance or repair required by reason of any act or omission of the Contractor, or caused by any alteration, addition, construction, or improvement by the Contractor.

5.04 Facilities and Services to be provided by the Authority. The Authority shall:

1. Provide outlets as they presently exist, or which the Authority may approve in writing to be installed at the cost and expense of the Contractor, for public utility services, including light, electric power, gas, running water, heat, air conditioning, CATV, data lines and telephone for such area.
2. Provide reasonable and normal requirements of heat, air conditioning, electricity and water to the Premises through such utility distribution system as may exist in the building in which the Premises are located. The Authority shall not be liable for failure to furnish or for suspension or delay in furnishing any or all of such utilities or services for any cause whatsoever.

5.05 Contractor Undertakings; Utilities. The Contractor covenants and agrees that, at its own cost and expense, it will arrange for, and pay for, all utilities consumed by it during the period of the Contract except for those utilities specified by this Contract to be provided by the Airport at no additional cost to the Contractor. The Authority shall have the right to charge the Contractor, and all other users of public utilities systems (including sewerage systems) serving Airport users, a reasonably allocated share of any costs that the Authority incurs in providing these services. Such charges shall be apportioned among the Contractor and all other users of the Airport systems, in a manner reasonably calculated to distribute such cost fairly in proportion to the respective use of such systems.

Article 6. Fixed Improvements and Operating Equipment

6.01 General. The Contractor covenants and agrees that, at its own cost and expense, it will provide and install all Fixed Improvements and Operating Equipment required for proper and adequate furnishing and performance of the concession services and goods to be provided under the terms of this Contract. All such installations are subject to the Contracting Officer's approval as specified in Article 4.

6.02 Title. Except as otherwise specifically provided herein, title to any Fixed Improvements and Operating Equipment installed by or assigned to the Contractor under this Contract, shall rest with the Contractor during the period of the Contract. The Contractor shall be responsible for maintaining such Fixed Improvements and Operating Equipment in good condition, ordinary wear and tear excepted. The Contractor shall not demolish, replace or modify Fixed Improvements or Operating Equipment already in place or installed by it unless otherwise authorized by the Contract or by prior written permission from the Authority. At the expiration or termination of this Contract, title to all Fixed Improvements and Operating Equipment shall vest in the Authority or its designee, unless otherwise authorized by the Contract. The Contractor agrees to execute all documents requested and deemed necessary by the Authority as evidence of said transfer of title.

6.03 Certified Statement of Costs of Fixed Improvements and Operating Equipment. Except as otherwise provided herein, within ninety (90) days after the substantial completion of the Fixed Improvements and Operating Equipment, the Contractor shall furnish to the Contracting Officer a certified statement setting forth in detail the total cost of the Fixed Improvements and Operating Equipment. The total cost of Fixed Improvements and Operating Equipment to be included on the statement is limited to construction, equipment and material costs, architectural and engineering fees (for Fixed Improvements only), taxes, freight fees, and performance and payment bond premiums attributable to construction. Overhead, "in-house", or personnel costs of the Contractor or its affiliates are not allowable except as otherwise provided herein. The costs of Fixed Improvements and Operating Equipment are subject to Authority audit.

Article 7. Authority Performance of Contractor Obligations

The Authority reserves the option with regard to maintenance, alterations, repairs, or improvements, if any, to be made by the Contractor under this Contract, to perform, or have performed, such maintenance, alterations, repairs or improvements itself and charge the Contractor the cost and expense thereof, whenever:

1. The Contractor has failed to take all practicable steps promptly to perform such maintenance, alterations, repairs, or improvements, after five (5) days written notice from the Authority requiring the same; or,
2. Performance of any such maintenance, alterations, repairs or improvements by other than the Authority is prohibited by law.

Article 8. Defaults; Termination by the Authority

8.01 General. Each of the following events shall constitute a Default:

1. The occurrence of an event of insolvency of the Contractor, including, but not limited to, an assignment for the benefit of creditors.
2. The occurrence of any act that operates to deprive the Contractor of the rights, powers and privileges necessary for the proper conduct of the concession.
3. Failure to operate the concession for a period of five consecutive days without prior written authorization from the Authority.
4. The assignment of the Contractor's interest in this Contract by operation of law.
5. The failure of the Contractor to perform, keep or observe any of the terms, covenants and obligations under the Contract and the failure continues for ten (10) days after written notice by the Authority of such failure.

8.02 Notices of Termination. This Contract is subject to the limitation that, if a Default occurs, the Authority may give to the Contractor a Notice of Termination of this Contract. The Notice shall specify the termination date. The termination date may occur no sooner than seven (7) calendar days from the date of the Notice. In the event the Default involves a failure to perform obligations and such failure occurs more than once in any twelve-month period, the Authority shall not be required during the remaining period of the Contract to provide any notice and opportunity to cure prior to issuing a Notice of Termination. At the termination date, the period of this Contract shall expire and all of the rights and interests of the Contractor under this Contract shall end. The Contractor shall then surrender the assigned Premises to the Authority. The Contractor's liability under all of the provisions of this Contract shall continue as though the termination had not occurred, however.

8.03 Re-entry by the Authority. If this Contract is terminated because of a Default, the Authority or its agents, employees or designee may immediately or at any time thereafter, re-enter the Premises and remove the Contractor, Contractor's agents, subcontractors, invites and property from the assigned premises. Re-entry and removal may be affected by summary dispossess proceedings, by any suitable action or proceeding at law, by force, or otherwise. The Authority shall be entitled to the benefits of all provisions of law respecting speedy recovery of the assigned Premises held over by the Contractor or the proceedings in forcible entry and retainer. Contractor waives any right to the service of any notice of the Authority's intention to re-enter provided for by any present or future law. The Authority shall not be liable in any way in connection with any action it takes pursuant to this subparagraph. The Contractor's liability shall survive the Authority's re-entry, the institution of summary proceedings, and the issuance of any warrants with respect thereto.

8.04 Contractor Remains Liable. If this Contract is terminated under this Article, the Contractor shall remain liable (in addition to accrued liabilities) to the extent legally permissible for the amounts that the Contractor would have been required to pay to the Authority under this Contract had the contract not been terminated. The Contractor

shall pay, as damages, the difference between amounts obtained by adding the amounts owed to the Authority plus the Authority's expense in reentering or repossessing the Premises, putting the Premises in proper repair, altering the assigned Premises for a new contractor, protecting the Premises, and contracting expenses to obtain a new contractor, minus the revenue to be paid to the Authority by a new contractor occupying the Premises for the remaining contract period. In addition, the Contractor shall pay to the Authority such sums as the court which has jurisdiction there over may adjudge as reasonable attorney's fees with respect to any lawsuit or action instituted by the Authority to enforce the provisions of this Contract. If this Contract requires the payment of a percentage of gross receipts to the Authority, the percentage of gross receipts owed after a Default shall be based upon the average of the Contractor's gross receipts under this Contract during the last twelve months of the contract or during the period of the contract, whichever is shorter.

8.05 Replacement Contractor. The Authority may enter into a new contract with another contractor that will occupy the Premises for all or any part of the unexpired portion of the period of this Contract or for any longer period. The Authority has the sole and absolute discretion with respect to the selection of a new contractor and the use of the Premises. The Authority shall be under no obligation to enter into or attempt to enter into a new contract for the Premises.

8.06 Cure by Authority. If the Contractor is in Default under this Contract, the Authority may cure the Default at any time through any action deemed appropriate by the Authority for the account and at the expense of the Contractor. Contractor shall reimburse the Authority for any amounts expended by the Authority in connection with the cure. Such cure shall not constitute a waiver of the Authority's rights with respect to that or any other Default, unless otherwise expressly stated in writing by the Authority.

8.07 No Waiver by Authority. The Authority's rights and remedies set forth herein shall be in addition to any other right and remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. No delay by the Authority in exercising a right or remedy shall constitute a waiver or acquiescence to the Default. No waiver of a Default shall be effective unless it is in writing. No waiver of a Default shall extend or affect any other Default, excuse future similar Defaults, or impair any right or remedy with respect thereto.

8.08 Right of Authority to Lien. The right to lien on the inventory and other property of the Contractor is expressly granted to the Authority in any case where the Contractor fails to pay amounts due to the Authority under this Contract.

8.09 No Authority Liability for Damage. The Authority shall not be liable for any damage, including, but not limited to, loss of profit, and the Contractor shall not make a claim of any kind whatsoever against the Authority, its agents or representatives, by reason of any action taken pursuant to this Article.

8.10 Bankruptcy or Reorganization of the Contractor. To the extent that the Authority's right to terminate this Contract in accordance with this Article is determined to be unenforceable under the Bankruptcy Code of 1978, as amended from time to time (the "Code"), or under any other statute, then Contractor and any trustee who may be appointed agree: (1) to perform promptly every obligation of Contractor under this Contract until this Contract is either rejected, assumed or deemed rejected under the Code; (2) to pay on a current basis, as set forth herein, the monthly payments; (3) to reject or assume this Contract within sixty (60) days of a filing of a petition under the Code; (4) to give the Authority at least forty-five (45) days prior written notice of any proceeding relating to assumption of this Contract; (5) to cure or provide adequate assurance of a prompt cure of any default of Contractor under this Contract; (6) to provide to the Authority adequate assurance of future performance under the Contract.

Article 9. Laws, Regulations and Compliance

9.01 Laws and Regulations. The Contractor and the Authority shall each comply with all applicable Federal, state and local laws, codes, regulations, including regulations of the Authority, ordinances, rules and orders now or hereafter enacted.

9.02 Safety and Fire Regulations. The Contractor shall conduct its operations and activities under this Contract in compliance with all safety regulations and directives of the Authority and applicable Federal, state and local laws. The Contractor shall procure and maintain such fire prevention and extinguishing devices as required by the Authority and shall at all times be familiar with and comply with the fire regulations and orders of the Authority.

9.03 Airport Security. The Contractor shall be familiar with and conduct its operations in accordance with all regulations and directives of the Authority and the Transportation Security Administration, and any other federal, state or local government having jurisdiction over the airport, with respect to the maintenance of airport security.

9.04 Authority Issuance of Rules and Regulations. The Authority shall have the right to prescribe, in its sole discretion, such reasonable rules and regulations that in the Authority's reasonable judgment are necessary or appropriate for the general well-being, safety, security, care, and cleanliness of the Airport.

9.05 Compliance by Other Concessionaires and Tenants. The Authority shall, whenever possible, make reasonable efforts to obtain uniform compliance with the Authority's rules and regulations; however, the Authority shall not be liable to the Contractor for any violation or non-observance of such rules and regulations by any user, tenant, concessionaire, invitee, licensee, or trespasser at the Airports nor shall such violation or non-observance by a user, tenant, concessionaire, invitee, licensee, or trespasser at the Airports, constitute a waiver of the Contractor's obligation to comply with Authority rules and regulations.

9.06 Notification of Theft or Damage. The Contractor shall inform the Authority and the Airport Police Department, in writing, within twenty-four (24) hours after the Contractor becomes aware of any damage to or alleged theft of Authority or private property.

Article 10. Damage or Destruction of the Premises

10.01 Partial Damage. If all or a portion of the Premises are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by the Authority at its own cost and expense, and there will be no abatement of rent, subject to the limitations of Section 10.04; provided, however, that if the damage is caused by the act or omission of the Contractor, its sublessees, agents, or employees, to the extent that such damage is not covered by insurance, the Contractor shall be responsible for reimbursing the Authority for the cost and expense incurred in such repair.

10.02 Extensive Damage. If the damages referred to in Section 10.01 shall be so extensive as to render the Premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by the Authority at its own cost and expense, subject to the limitations of Section 10.04. An appropriate portion of the concession fee shall abate unless the damage is caused by the act or omission of the Contractor, its subcontractors, agents or employees. If the damage is caused by the act or omission of the Contractor, its subcontractors, agents or employees, to the extent that such damage or destruction is not covered by insurance, the Contractor shall be responsible for reimbursing the Authority for the cost and expense incurred in such repair.

10.03 Complete Destruction.

1. Except as stated in Section 10.03(2), in the event the Premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty or so damaged that they are

untenantable and cannot be repaired or replaced except after more than thirty (30) days, the Authority shall undertake the repair, replacement, and reconstruction of the Premises. All or a portion of the concession fees shall abate as of the time or such damage or destruction until such time as said Premises are fully restored and certified by the Authority's Engineers as ready for occupancy, provided, however, if within twelve (12) months after the time or such damage or destruction said Premises shall not have been repaired or reconstructed, the Contractor may give the Authority written notice of its intention to cancel this Contract in its entirety.

2. Notwithstanding the foregoing, if said Premises are completely destroyed as a result of the act or omission of the Contractor, its subcontractors, agents or employees, rentals and fees shall not abate and the Authority may, at its discretion, require the Contractor to repair and reconstruct the Premises within twelve (12) months of such destruction and pay the costs therefor; or the Authority may repair and reconstruct the Premises within twelve (12) months of such destruction and the Contractor shall be responsible for reimbursing the Authority for the costs and expenses incurred in such repair to the extent such costs and expenses exceed the insurance proceeds.

10.04 Limits of the Authority's Obligations Defined. It is understood that, in the application of the foregoing Sections in this Article, the Authority's obligations shall be limited to repair and reconstruction of the terminal buildings, to, as nearly as possible, a condition and quality as existed at the commencement of their operations hereunder. Redecoration and replacement of furniture, fixtures, equipment and supplies shall be the responsibility of the Contractor and any such redecoration and refurbishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

Article 11. Additional Bond Security

When the Contract requires the posting of a bond, guarantee or security, the Contractor shall promptly furnish additional security required to protect the Authority under this Contract when:

1. Any surety upon any bond required furnished with this Contract becomes unacceptable to the Authority;
2. Any surety fails to furnish reports on its financial condition as required by the Authority; or
3. The revenue payable to the Authority by the Contractor is increased so that the penal sum of any bond or guarantee as set forth in the contract becomes inadequate in the opinion of the Contracting Officer.

Article 12. Damage and Injury; Indemnification and Insurance

12.01 Damage Caused by the Contractor. All damage to the Premises or to the Airport in any way caused by the Contractor or its agents, employees, contractors, visitors, guests or invites, shall be repaired at the expense of the Contractor. In the event of such damage, the Authority shall have the option to make such repairs as are necessary, and any charge, costs, or damages so incurred by the Authority shall be paid by the Contractor.

12.02 Indemnification - General. The Contractor shall defend, indemnify, and hold the Authority and its agents, officers and employees completely harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments, or fines, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs and expert fees), of any nature whatsoever arising out of the Contractor's conduct of its business on the Airports, or in its use or occupancy of the Premises, except to the extent caused by the negligence of the Authority. The Authority shall give to the Contractor reasonable notice of, and an

opportunity to defend against, any such claims or actions, and the Authority shall take reasonable actions to mitigate its damages.

12.03 Indemnification - Violation of Laws. The Contractor shall defend, indemnify, and hold the Authority, and its agents, officers, and employees, completely harmless from and against any claim, suit, demand, action, liability, loss, damage, judgment, fine, or civil penalty and all costs and expenses of whatever kind or nature (including, but not limited to, attorney fees, court costs and expert fees) associated therewith in any way arising from or based upon the violation of any Federal, state, or municipal laws, statutes, resolutions, or regulations by the Contractor, its agents, employees, subcontractors, or sublessees, in conjunction with the Contractor's use and/or occupancy of the Airport. The Authority shall give the Contractor reasonable notice of, and an opportunity to defend against, any such claims or actions, and the Authority shall take reasonable actions to mitigate its damages.

12.04 Indemnification - Airport Security. If the Authority is deemed to be in noncompliance with laws or regulations governing access to secure areas of the Airport and said non-compliance is the result of or due to the act or omission of the Contractor or of any of the Contractor's employees, agents, subcontractors or sublessees, and such breach results in an action against the Authority by the Transportation Security Administration or any other federal, state or local government with authority over security at the airport, the Contractor agrees to reimburse the Authority for all expenses, including reasonable attorney fees incurred by the Authority in defending against the action and for any fine, penalty or settlement amount paid by the Authority as a result of the action. The Authority shall give the Contractor reasonable notice of any allegation, investigation, or proposed or actual penalty that relates to acts or omissions of the Contractor.

12.05 Survival of Indemnification. The provisions of Sections 12.02, 12.03 and 12.04 shall survive the expiration, termination, or early cancellation of this Contract.

12.06 Notice by Contractor; Types of Insurance Coverage. Notwithstanding the above indemnification, the Contractor shall give the Authority notice of any matter that may be covered by the indemnification and shall forward to the Authority every demand, notice, summons, or other process received in any claim or legal proceeding covered thereby. Further, the Contractor, at its sole cost and expense, shall throughout the Period of this Contract, keep all of its operations on the Airports, and its obligation to indemnify the Authority pursuant to this Article, continuously and fully insured, and shall provide a certificate of insurance evidencing all required coverages are in effect, prior to the commencement of this Contract. The following types of insurance are required; the specific minimum amounts and limits of such insurance, as well as any additional types of required insurance, are specified elsewhere in this Contract. Said limits shall in no event be construed to limit or modify the Contractor's obligation to indemnify the Authority as set forth above.

1. Virginia Statutory limits with All States Endorsement for Workers' Compensation and Employer's Liability.
2. Commercial General Liability Insurance. Coverage must include Broad Form Contractual, Property Damage, Products-Completed Operations, Personal Injury, Premises-Operations, Independent Contractors and Subcontractors, Liquor Legal Liability and Fire Legal Liability. Such policy or policies shall be issued on an occurrence basis.
3. Comprehensive Automobile Liability Insurance. Coverage must include bodily injury and property damage per occurrence for owned, non-owned and hired vehicles.
4. Property coverage for the Contractor's personal property used on Authority property. Policy must provide replacement cost and contain a waiver of subrogation by the carrier for all claims and suits against the Authority, including recovery of any deductibles.

12.07 Insurance Requirements.

1. All insurance maintained by the Contractor pursuant to this Contract shall be obtained from an insurance company or companies possessing a rating of A VII or higher from the A.M. Best Company or an equivalent rating.
2. Said policy or policies of insurance shall contain a provision that written notice of cancellation, alteration, or any material change thereof shall be delivered to the Authority not less than thirty (30) days in advance of the effective date of this Contract, and in no event shall such policies be canceled by the Contractor without the Authority's prior written consent unless equivalent replacement policies are then issued and available. All policies, except Workers' Compensation and Employer's Liability shall identify the Authority, its agents, employees, and representatives, if any, as additional insured in a manner satisfactory to the Authority. Said policy shall cover only claims arising from events addressed in the Contract.
3. If, in the Authority's opinion, the minimum limits of the insurance herein required have become inadequate during the period of the Contract, the Contractor shall increase such minimum limits by reasonable amounts on request of the Authority provided that said coverage is available at standard commercial rates.
4. The Contractor shall deliver each policy and certificate of required coverage to the Contracting Officer for approval upon the Contractor's execution of the Contract.

Article 13. Method of Payment; Late Charges; Gross Receipts Reports

13.01 Commencement of Payment Obligation. The Contractor's obligation to make payments to the Authority under this Contract shall commence on the effective date of the Contract, unless otherwise specified in the Contract. All payments shall be made in coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts.

13.02 Payment by Checks. All checks shall be made payable to the "Metropolitan Washington Airports Authority" and forwarded to the address designated in this Contract for receipt of payment.

13.03 Payment by Other Methods. Payment may also be made by Automated Clearing House Debit or by bank wire transfer.

13.04 Late Charges. Without waiving any other right of action available to the Authority in the event of default in payment of charges and fees hereunder, if the Contractor fails to make a payment when due, late charges will be assessed from the date payment was due. Late charges may consist of interest and penalties.

13.05 Interest. The interest rate shall be at the rate per annum which is four percent (4%) higher than the "prime rate" published in The Wall Street Journal on the date such payment was due.

13.06 Charges. In addition to interest, monthly penalty charges at the rate of six percent (6%) per annum (or as established periodically) of the amount due will be assessed on the unpaid portion of accounts more than thirty (30) days past due.

13.07 Certified Statements.

1. Monthly Statement. Contractor shall submit to the Authority not later than the fifteen (15th) day of each calendar month during the period of this Contract, or at such other intervals as specified herein, a certified statement setting forth the Contractor's Gross Receipts for the preceding

calendar month. Said statement shall be in the format specified by the Authority, shall include all information required by the Authority and be certified as complete by the Contractor's principal financial officer.

2. Annual Statement. Within ninety (90) days following the end of each Contract Year, the Contractor, at its own cost and expense, shall provide to the Authority an Annual Statement of Gross Receipts and concession fees paid to the Authority for the Contract Year just ended. . The Annual Statement shall also include a statement by the independent CPA that in its opinion such Gross Receipts and fees paid have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) and in accordance with the terms and conditions of the Contract including the definition of Gross Receipts set forth herein. Such Annual Statement shall also contain a list of the Gross Receipts, by month, as shown on the books and records of the Contractor and which were used to compute the fees paid to the Authority during the period covered by the Annual Statement. The Authority reserves the right to reject the Contractor's choice of independent CPA if said independent CPA does not, in the Authority's view, have the appropriate standing and reputation.
3. Additional Payment if Fees Underpaid. If the Annual Statement provided by the Contractor to the Authority pursuant to Section 13.07 herein with respect to any Contract Year indicate that the amount of percentage and fixed concession fees, which the Contractor actually paid to the Authority with respect to such Contract Year was less than the amount of fees due and owing for such Contract Year under the terms of this Contract, then the Contractor shall pay the difference to the Authority at the same time it provides the Annual Statement to the Authority, together with interest on the amount of such difference at the rate specified in Section 13.05 and 13.06 herein.
4. Credit if Fees Overpaid. If the Annual Statement provided by the Contractor to the Authority pursuant to Section 13.07(b) with respect to any Contract Year indicate that the amount of concession fees which the Contractor actually paid to the Authority with respect to such Contract Year was greater than the amount of concession percentage fees due and owing for that Contract Year under the terms of this Contract, then the amount of such excess shall, at the option of the Authority, either be paid in lump sum within a thirty (30) day period or credited to the concession fees next due and owing from the Contractor to the Authority, unless the period of the Contract has expired, in which event such amount shall be promptly refunded by the Authority to the Contractor.
5. Proration for Portion of Contract Year. For the purposes of paying the concession fees due for any portion of a Contract Year, the fees shall be prorated on the basis of the actual number of days in such portion of such Contract Year.

Article 14. Records and Books; Inspections; Audits

14.01 Contractor to Maintain Certain Books and Records. Contractor shall maintain in a true and accurate manner and in accordance with GAAP, such accounts, books, records and data as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of Contractor's revenue and expenses in accordance with GAAP and with generally accepted auditing standards.

14.02 Location of Books and Records. The Contractor may keep the books and records it is required to maintain under Section 14.01 at its corporate office, or available for inspection under the provisions of Section 14.05 herein. Such books and records shall be kept segregated from the Contractor's books and records relating to operations other than pursuant to this Contract.

14.03 Books, Records and Information. Books, records, and information to be made available to the Authority shall include, but not be limited to all supporting documentation that is fundamental for the performance of an audit in accordance with Generally Accepted Auditing Standards.

14.04 Controls. In addition to maintaining the books and records required by Article 14 herein, Contractor shall install on the Premises, and shall at all times use, cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms necessary to record properly, accurately and completely all sales of goods and services under any part of this Contract on or from the Premises.

14.05 Authority's Right to Inspect and Audit

1. Books and Records Available for Inspection Contractor may keep the books and records required under Article 14 herein at the Contractor's corporate office or elsewhere available for inspection. Such books and records shall be kept segregated from the Contractor's books and records relating to other operations. Contractor shall make such books and records available to the Authority or its designee within seven (7) business days of receiving said request from the Authority. Should Contractor not wish to make the corporate books and records available in the Washington, D.C. area, then the Contractor shall pay reasonable travel and accommodation expenses for the Authority or the Authority's authorized representatives to travel to the Contractor's office to conduct the audit.
2. Authority's Right to Audit. The Authority shall have the right, upon reasonable notice to Contractor to audit the corporate books and records relating to the operation of the Contractor in order to determine the correctness of the fees paid to the Authority for any Contract Year. The Authority's right to inspect and audit extends to the books and records of all subcontractors and/or partners under this Contract as they relate to this Contract. If the audit discloses intentional inaccuracies, this Contract, at the option of the Authority, may be terminated. The Authority reserves the right to require an agreed upon procedures audit and will provide the procedures for such audit.
3. Fees and Interest if Underpayment Discovered by Audit. If, as a result of the audit performed under Article 14 herein, additional fees are due from the Contractor to the Authority, the Contractor shall immediately pay to the Authority such additional fees, together with interest on the amount of such additional fees at the rate specified herein from the date such additional fees should have been paid. Further, if the audit establishes that the Contractor has understated and underpaid fees by three percent (3%) or more for any Contract year, then the entire expense of such audit, whether internal or external, shall be paid by the Contractor.
4. Delinquent Audit Fees. In the event that it is established through an audit conducted by the Authority that fees or charges otherwise due to the Authority under this Contract have not been paid to the Authority as a result of the Contractor's improper recording of its Gross Receipts, the Contractor shall pay to the Authority as delinquent fees and charges (with interest and charges in accordance with Sections 13.05 and 13.06 herein) an amount equal to the amount of fees or charges reasonably estimated to have been lost to the Authority.
5. Inspection and Audit Rights Survive Expiration. The Authority's rights under Article 14 to inspect and audit the books and records of the Contractor shall survive the expiration or earlier termination of this Contract. The Contractor shall retain and keep available all documents and records relating to this Contract for not less than three (3) years after the expiration or termination date of the Contract term or any extension, on in the event of litigation or claims relating to this Contract until such litigation or claims are completely disposed of and all time limits for appeal have expired.

Article 15. Applicability of Contract Terms to Subcontractors

15.01 Inclusion of Contract Terms. Any restriction or requirement imposed upon the Contractor under this Contract shall be deemed to extend to Contractor's agents, employees, subcontractors, and guarantors. It shall be the Contractor's obligation to cause these persons to comply with the restrictions and requirements.

15.02 Inclusion of Contract Terms in Contractor's Documents. The Contractor shall include all of the clauses and Standard Provisions of this Contract in all subcontracts it enters into pursuant to this Contract. The clauses and provisions shall be altered only as necessary to identify properly the contracting parties and the Contracting Officer under this Contract or as otherwise deemed necessary by the Authority. Notwithstanding anything to the contrary herein, the damage and indemnification provisions contained in Sections 12.01, 12.02, 12.03, 12.04, 12.05, and 12.06 herein, when incorporated into a subcontract, shall clearly state that the subcontractor's indemnification relates only to the subcontractor's activities on the Airport, not to all of the Contractor's activities on the Airport.

Article 16. Surrender of Occupancy; Abandonment

16.01 Surrender of Occupancy. Except as otherwise provided in this Contract, when this Contract expires or is terminated in whole or in part as provided for elsewhere in this Contract, the Contractor shall surrender its assigned Premises and all Fixed Improvements and Operating Equipment therein broom clean and in good condition and repair, with the exception of reasonable wear and tear and damage by loss or casualty not covered by insurance which the Contractor is required to maintain pursuant to this Contract and not otherwise attributable to the Contractor's fault or negligence.

16.02 Abandonment. The Contractor shall be deemed to have abandoned to the Authority any property that it has failed to remove from its assigned Premises within fifteen (15) calendar days after the end of the period of the Contract or the effective date of termination thereof, unless the Authority grants additional time for this purpose in writing. After the expiration of the fifteen-day period, or any extension thereof granted by the Authority, the Contracting Officer shall have the right to remove the property and restore the area to a satisfactory condition and hold the Contractor liable for all costs incident thereto. In the event it is necessary for the Authority to remove such property, the Authority shall not sustain or be charged with any liability by reason of the removal or custodial care of the same.

Article 17. Impact of Construction Activities

The Contractor recognizes that from time to time during the period of this Contract, it will be necessary for the Authority to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair on the Airport, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or impair the Contractor in its operation at the Airport. The Contractor agrees that no liability shall attach to the Authority, its officers, agents, employees, contractors, subcontractors and representatives by way of such inconveniences or impairment, and the Contractor waives any right to claim damages or other consideration for such inconveniences or impairment.

Article 18. Assignment

18.01. Prohibition. Contractor shall not transfer or assign this Contract or its interest in this Contract or subcontract its rights under this Contract without the express written consent of the Authority. Transfers or assignments occurring by operation of law are also prohibited. Any attempted transfer, assignment or subcontract shall be void and confer no rights upon any third person. No assignment or subcontract shall relieve Contractor of any obligations under this Contract. The consent by the Authority to any transfer, assignment or subcontract shall not be deemed to be a waiver on the part of the Authority to any prohibition against any future transfer, assignment or subcontract.

18.02 Sale of Stock or Sale of Partnership Interest. Except as provided below, the sale of any of the stock of Contractor, or, if the Contractor is a partnership, sale of any partnership interest therein, shall constitute an assignment of the Contract in the context of this Section if, after giving effect to all previous transfers of the stock or partnership interests after the date of this Contract, more than fifty (50) percent of the stock of, or partnership interests in, the Contractor shall have been transferred. This clause shall not apply to the sale of stock or to a merger or consolidation of a public corporation; to the sale of a subsidiary of a public corporation to its parent or another subsidiary of the public corporation; to a merger or consolidation of a public corporation with one or more of its subsidiaries; or to a merger or consolidation of one or more subsidiaries of a public corporation with each other.

18.03 Transfers. The term "transfer" includes, but is not limited to, transactions in which the Contractor's interest in the Contract or Premises is mortgaged or otherwise encumbered, or in which the Contractor sublets, rents or otherwise permits occupancy or use of the Premises by a third party.

18.04 Consent. If the Authority consents to any transfer, assignment or subcontract, that consent shall not be effective unless and until Contractor gives notice of the transfer or assignment and a copy of the transfer, assignment or subcontract agreement to the Authority, and the transferee, assignee, or subcontractor assumes all of the obligations and liabilities of the Contractor under this Contract.

Article 19. Federal Regulations

19.01 Relationship to Federal Lease. The Contractor shall be and remain subordinate to the provisions of the Federal Lease dated March 2, 1987, between the United States Department of Transportation and the Authority, providing for the Authority's lease of the Airports effective June 7, 1987. The Authority will use its best efforts to notify the Contractor of any material amendments to the Federal Lease that would affect the Contractor.

19.02 Other Government Agreements. This Contract shall be and remain subordinate to the provisions of the Federal Lease and any other existing or future agreements between the Authority and the United States government or other governmental authority, relative to the operation or maintenance of the Airports, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airports, to the extent that the provisions of any such existing or future contracts are generally required by the United States or other governmental authority of other civil airports receiving such funds. The Authority agrees to use its best efforts to notify the Contractor of any provision of which the Authority becomes aware which would materially and adversely modify the material terms of this Contract.

19.03 Federal Government's Emergency Clause. All provisions of this Contract shall be subordinate to the rights of the United States of America to operate or close the Airports or any portion thereof during time of war or declared national emergency in accordance with established lawful procedures. Such rights shall supersede any provision of this Contract that is inconsistent with the operation of the Airports by the United States of America during time of war or national emergency.

Article 20. Non-discrimination, DBE Participation

20.01 Subject to 49 CFR Part 23. The following clauses are required to be included in this contract by the U.S. Department of Transportation, under 40 CFR Part 23: (1) The concessionaire or Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management Contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23; (2) The Contractor agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

20.03 Nondiscrimination. The Contractor himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended; (2) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of or employment in said facilities; (3) that 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, denied the benefits of, or otherwise be subject to discrimination; and, (4) the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, and as said Regulations may be amended.

20.04 General Civil Rights Provision. The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Contractor or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or the structures or improvements thereon. In these cases, this provision obligates the Contractor or any transferee for the longer of the following periods: (a) the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the Contractor from the bid solicitation period through the completion of the Contract.

20.05 Compliance with DBE Requirements. Unless otherwise provided in the Contract, if this Contract has a Disadvantaged Business Enterprises (DBE) participation goal, the Contractor is obligated to implement DBE participation consistent with its proposal immediately upon the commencement of the contract and to maintain this participation throughout the period of this Contract unless otherwise approved by the Authority. Alteration of any aspect of the DBE participation shall not occur without the prior written consent of the Authority.

Article 21. Strikes or Picketing Affecting Access to Airport

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (1) is directed at the Contractor and/or subcontractor or any employee or either, and (2) impedes or threatens to impede access by any person to the facility or facilities where the site(s) of the work is (are) located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the utilization of any other available judicial or administrative remedies. In the event the Contractor's operations are curtailed, interrupted, or otherwise handicapped, in whole or in part, because of an employee strike against the Contractor, such condition shall not operate to relieve the Contractor of its obligation to pay charges and fees required under this Contract, except as otherwise specifically provided for elsewhere in this Contract.

Article 22. Disputes

22.01. It is the Authority's policy to encourage resolution of disputes by mutual agreement between the Contracting Officer and the contractor. Consistent with this intent, the Authority requires, as a condition precedent to the initiation of litigation, the exhaustion of the administrative dispute procedure contained in the Contract. If the dispute is not resolved by the administrative disputes procedure, the Contractor may proceed to court litigation.

22.02. The Contractor shall proceed diligently with performance of the Contract's requirements, included the disputed portions, pending resolution of any dispute.

22.03. In order to initiate the administrative disputes procedure, the Contractor shall submit a written monetary or non-monetary claim, certified as true and accurate by a dully authorized officer of the Contractor. The written claim or statement shall at a minimum include a) a full explanation of the claim or reason why the Contractor believes the Authority has acted contrary to the Contract; b) the relief requested; c) a full explanation of the reason why the Contractor believes it is entitled to this relief or why the Authority is liable; c) the claim must state that it is made in good faith, that the supporting facts and data are current, accurate, and complete as of the date of certification, and that the relief requested by the Contractor reasonably reflects the damage the Contractor believes it has incurred; and c) the claim must include or specifically reference all records, data or facts that relate to the Contractor's claim.

22.04. Monetary claims based on anticipatory profits are prohibited.

22.05. Discussions between the Contracting Officer and the Contractor concerning the claim presented shall occur within a reasonable time after submission of the claim and receipt by the Contracting Officer of sufficient information, including information resulting from an audit, if deemed necessary. Discussions shall be conducted in good faith for the resolution of the dispute, including the exchange of relevant information. The Contractor shall provide any additional information or audit access deemed necessary by the Contracting Officer. Failure to provide requested information or audit access shall be a bar to further consideration of the Contractor's claim or issue.

22.06. The Contracting Officer and the Contractor may agree to engage in non-binding evaluative mediation or some other reasonable method of alternative disputes resolution before the Contractor may litigate the claim or issue. Such mediation or alternative dispute resolution shall be conducted in accordance with the Virginia Code. Each party shall bear its own costs of such alternative dispute resolution, and shall evenly split the costs of the mediation proceeding or other alternative dispute resolution proceeding.

22.07. If discussions with the Contracting Officer, or if required, alternative dispute resolution, do not result in an agreement, an impasse can be declared. Upon the declaration of an impasse, the Contractor shall request a written final decision by the Contracting Officer. The Contracting Officer shall issue a final decision within sixty (60) days following receipt of the request and adequate documentation, unless the dispute is determined to be complex in nature by the Contracting Officer in which case the Contracting Officer shall establish a reasonable deadline for the issuance of the final decision. The final decision of the Contracting Officer shall be final and conclusive unless within thirty (30) days from the receipt of the Contracting Officer's final decision, the Contractor mails or otherwise furnishes a written notice of appeal to the Vice President of Business Administration or, if the contract is a ground transportation, rental car, fixed base operator or parking concession contract, to the appropriate Vice President and Airport Manager.

22.08. Following completion of the administrative process, including providing the notice of appeal, the dispute may be resolved by litigation without a jury before a court of competent jurisdiction within the Commonwealth of Virginia. To the extent allowed by law, the venue for any action arising from this Contract shall be Arlington County, Virginia, for National Airport and Loudoun County, Virginia, for Dulles Airport.

22.09. The Contractor hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by either the Contractor or the Authority against each other or any matters arising out of or in any way connected with this Contract.

22.10. In the event the Contractor makes a claim that is found by a court to be based upon any reckless statement contained in the certification of the claim or is found by a court to be of frivolous nature or materially overstated in amount, then the Contractor shall be liable to the Authority and shall pay to it a percentage of the costs incurred by the Authority in investigating, analyzing, negotiating, mediating and litigating (including attorney fees) the frivolous

or overstated claim. The percentage of costs referenced shall be equal to the percentage of the Contractor's total claim which is determined through litigation to be the result of a reckless statement or frivolous claim. "Frivolous" shall mean having no basis in law or in fact. This remedy is a contractual remedy and does not otherwise affect the other rights of the Authority in law or in equity.

22.11. Any claim by the Contractor that is based on false or misleading statements or material misrepresentations shall entitle the Authority to a full recovery of all costs incurred by the Authority in investigating, analyzing, negotiating, mediating and litigating (including attorney fees) the claim. This remedy is a contractual remedy and does not otherwise affect the other rights of the Authority in law or in equity.

Article 23. Miscellaneous

23.01 Rights Reserved to the Authority. All rights not specifically granted to the Contractor by this Contract are reserved to the Authority.

23.02 Authority Not Liable. Except as specifically provided for in this Contract, the Authority shall not be under any duty or obligation to the Contractor to repair or maintain the Premises, or any portion thereof, or any facilities or equipment constructed thereon. The Authority shall not be responsible or liable to the Contractor for any claims, losses, damages, or injury, including lost profits, sustained by the Contractor or any of its joint venturers or subcontractors, resulting from any failure of water supply, heat, air conditioning, electrical power, or sewer or drainage facility, or from natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado or other physical event, or from any act of God, state of war, civilian commotion or riot, act of the Federal government or any other cause beyond the reasonable control of the Authority.

23.03 Security. The Contractor understands that the police security protection provided by the Authority is finite and limited to that generally provided to any other businesses on the Airports and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises, equipment, improvements, and the Contractor's personal property, and that of its employees and invitees shall be the sole responsibility of the Contractor and shall involve no cost to the Authority.

23.04 Inspection. The Contractor shall allow the Authority's authorized representatives entry to the Premises for the purpose of examining and inspecting said Premises, for purposes necessary, incidental to, or connected with the performance of the Authority's rights and obligations under this Contract or in the exercise of its governmental functions. Except in the case of an emergency, or except if a Default has occurred, the Authority shall conduct such inspections during reasonable business hours, and in the presence of the Contractor's representative.

23.05 Relationship of the Parties. The Contractor is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts and omissions, and the Authority shall in no way be responsible therefor. Nothing in this Contract shall be construed as making the Contractor an agent or representative of the Authority for any purpose whatsoever. Further, nothing in this Contract is intended or shall be construed as in any way creating or establishing the relationship of copartners between the Parties hereto.

23.06 Ingress and Egress. For the purpose of Contract performance, the Contracting Officer will grant the Contractor without charge therefor, the right of ingress and egress from said Premises by the Contractor, its employees, contractors, suppliers, servicemen, licensees, guests, patrons, and invites. PROVIDED that such right of ingress and egress shall at all times be exercised in compliance with any and all regulations promulgated by lawful authority for the care, operation, maintenance, and protection of the Airport that apply to all users of the Airport. PROVIDED further, that such right of ingress and egress shall not be construed to prohibit the Airport Manager from establishing and assessing a fee or charge for the privilege of entry upon the Airport when such fee or charge is levied upon all users of the Airport, nor to prohibit the Airport Manager from assessing a fee or charge

on the Contractor's employees for parking their personal vehicles in the employee parking areas or on persons conducting a business on the Airport. For purposes of this Article, a person shall be deemed to conduct business on the Airport if he occupies any space on the Airport or if he provides any services on the Airport, other than utilities, on a regular or continuing basis.

23.07 Waiver of Performance. The failure of the Authority or the Contractor, in any one or more instances, to invoke a provision, term, covenant, reservation, condition, or stipulation of this Contract, or to enforce or take action to enforce, or to demand performance by the other party hereto, or to insist upon a strict performance by the other of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Contract shall not be considered a waiver or relinquishment of the rights to invoke enforce, demand, or insist thereon, but the same shall continue and remain in full force and effect, and no waiver by either party of any provision, term, covenant, reservation, condition, or stipulation hereof shall be deemed to have been made in any instance unless expressed in writing. In the event any provision contained in this Contract is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

23.08 Force Majeure. Except as herein provided, neither the Authority nor the Contractor shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations of this Contract, by reason of circumstances beyond the party's reasonable control, such as strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, acts of the federal government, riots, rebellion, or sabotage; provided, however, the Contractor shall pay all rentals, fees, and charges associated with performance prior to the force majeure event when due, even if such rentals, fees, and charges are not due and payable until after the occurrence of the force majeure event.

23.09 Severability. If any article, section, provision, term or condition of this Contract is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement, including the remaining rights and obligations of the Authority and the Contractor, shall not be affected thereby.

23.10 Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Authority reserves the right to grant to others the privileges and right of conducting any or all activities of an aeronautical nature.

23.11 No Third Party Beneficiaries. This Contract is for the benefit of the parties hereto only and is not intended to and shall not create any rights in or confer any benefits upon any person or entity other than the parties hereto.

23.12 Covenant Against Contingent Fees. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.

1. "Bona fide agency", as used in this clause, means an established commercial or selling agency, maintained by the Contractor for the purpose of securing business, that neither exerts nor proposed to exert improper influence to solicit or obtain Authority contracts nor holds itself out as being able to obtain any Authority contract or contracts through improper influence.
2. "Bona fide employee", as used in this clause, means a person, employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Authority contracts

nor holds himself out as being able to obtain any Authority contract or contracts through improper influence.

3. "Contingent fee", as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing an Authority contract.
4. "Improper influence", as used in this clause, means any influence that induces or tends to induce an Authority employee or officer to give consideration or to act regarding an Authority contract on any basis other than the merits of the matter.

23.13 Prohibition Against Board Member Participation. No member of the Authority's Board of Directors shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

23.14 Governing Law. This Contract shall be governed by and in accordance with the laws of the Commonwealth of Virginia.

23.17 Notices. All notices to be given to the Parties hereto shall be in writing unless otherwise stated and shall be properly given when personally delivered to the address specified in the Contract and left with a responsible person, or delivered by overnight service such as Federal Express, and, in both instances, an appropriate receipt is obtained, or when sent by facsimile to the facsimile numbers specified in the Contract and an appropriate receipt is obtained, or when sent by registered or certified mail addressed to the Parties at their respective addresses specified in the Contract. The Parties may change the below information upon ten (10) days written notice given as herein specified. The date of notice shall be deemed, when notice is mailed, to be the date of mailing so long as the Postal Service certified actual delivery. A refusal of overnight service or a registered or certified mail notice shall constitute actual delivery hereunder.

23.18 Effectiveness. The submission of an unsigned copy of this Contract to the Contractor for the Contractor's consideration does not constitute an offer to enter into a Contract. This Contract shall not be binding upon either party until executed by both parties.

23.19 Duplicate Counterpart Originals. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

23.20 Capacity to Execute. The individuals executing this Contract warrant that they each have full authority to execute this Agreement on behalf of the Contractor or the Authority as the case may be.

23.21 Execution. The parties hereto acknowledge that they have thoroughly read this Contract, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

23.22 Clear Title. The Authority covenants that at the granting and delivery of this Contract, it has the right and authority to lease or assign the Premises to the Contractor as set forth in this Contract.

23.23 Binding Effect. The terms, conditions, and covenants of this Contract shall inure to the benefit of, and be binding upon, the parties hereto and upon their successors and assigns, if any. This provision shall not constitute a waiver of any conditions regarding assignments contained in this Contract. No party shall be bound by this Contract until it is executed by both parties.

23.24 Modifications. This Contract may be modified in writing by mutual agreement of the Contractor and the Authority. Modifications beyond the scope of the original Contract may require approval of the Authority's Board of Directors.

ATTACHMENT III.
FINANCIAL OFFER FORM

**FINANCIAL OFFER FOR THE CURRENCY EXCHANGE/BUSINESS
SERVICES CONCESSION
AT
RONALD REAGAN WASHINGTON NATIONAL AIRPORT
AND
WASHINGTON DULLES INTERNATIONAL AIRPORT**

Date: _____

TO: Contracting Officer
Metropolitan Washington Airports Authority
1 Aviation Circle
Washington, DC 20001-6000

RE: RFP No. MWAA-4-13-C001

- A. Pursuant to the Authority's RFP for the Currency Exchange/Business Services concession at Ronald Reagan Washington National and Washington Dulles International Airports, the undersigned hereby submits a proposal for the operation of such concession based on and subject to the terms and provisions of the RFP, which documents have been read by the undersigned and to which the undersigned agrees.
- B. Based upon the terms, provisions and conditions of the RFP documents, the undersigned hereby submits the following financial offer for the payment of the first Contract Year's Minimum Annual Guarantee (MAG) for the Foreign Currency/Business Services concession at Ronald Reagan Washington National and Washington Dulles International Airports. The amount to be paid under this contract will be the greater of the MAG or fifteen percent (15%) of Gross Receipts. The MAG for year one (1) can be no lower than nine hundred fifty thousand dollars (\$950,000). The subsequent year bids can be no lower than the first year bid.

First Contract Year MAG

(Offeror Inserts Proposed First Year MAG)

Second Contract Year MAG

(Offeror Inserts Proposed Second Year MAG)

Third Contract Year MAG

(Offeror Inserts Proposed Third Year MAG)

Fourth Contract Year MAG

(Offeror Inserts Proposed Fourth Year MAG)

Fifth Contract Year MAG

(Offeror Inserts Proposed Fifth Year MAG)

Sixth Contract Year MAG

(Offeror Inserts Proposed Sixth Year MAG)

Seventh Contract Year MAG

(Offeror Inserts Proposed Seventh Year MAG)

- C. Should the undersigned become the selected Offeror and be awarded the right to operate the Foreign Currency/Business Services concession for the Authority, as aforesaid, the undersigned will execute the required performance guarantee. Release of the proposal guarantee submitted by the Offeror will not be made until after execution of the Contract to be awarded and receipt of the performance guarantee.

ATTEST:

Company Name

Authorized Official's Name, Typewritten

Authorized Official's Signature

Title

ATTACHMENT IV.
REPRESENTATIONS AND CERTIFICATIONS

REPRESENTATIONS AND CERTIFICATIONS

01 PARENT COMPANY AND IDENTIFYING DATA

- A. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offeror's company means that the parent company must own at least 51% of the voting rights in that company. A company may control an offeror as a parent company even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.
- B. The offeror [] is, [] is not (check applicable box) owned or controlled by a parent company.
- C. If the offeror checked "is" in paragraph B. above, it shall provide the following information:

Name and Main Office Address of
Parent Company (include zip code)

Parent Company's Employer's
Identification Number

- D. If the offeror checked "is not" in paragraph B. above, it shall insert its own Employer's Identification Number on the following line:

_____.

02 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable box, represents that:

- A. It operates as [] a corporation incorporated under the laws of the State of _____, [] an individual, [] a partnership, [] a nonprofit organization, or [] a joint venture.
- B. If the offeror is a foreign entity, it operates as [] an individual, [] a partnership, [] a nonprofit organization, [] a joint venture, or [] a corporation, registered for business in _____ (country).

03 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the Authority in connection with this request for proposals or quotations:

04 LOCAL DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION

- A. Representation The offeror represents and certifies as part of its offer that it [] is, [] is not a local disadvantaged business enterprise.
- B. Definitions "*Local Disadvantaged Business Enterprise*" (*LDBE*) is defined as a disadvantaged business concern which is organized for profit and which is located within a 100-mile radius of Washington, DC's zero mile marker. Those business entities located within counties that fall partially within the

aforementioned boundary would also be eligible to participate in the Authority's LDBE Program. "**Located**" means that, as of the date of the contract solicitation, a business entity has an established office or place of business within a city, county, town, or political jurisdiction within the 100-mile radius referenced above. Evidence of whether a business is "**located**" within the region includes, but is not limited to: an address that is not a Post Office Box; employees at that address; business license; payment of taxes; previous performance of work similar to work to be performed under contract, or related work; and other indicia. A "**disadvantaged business**" is defined as a firm which is not dominant in its field, and which meets the Authority's disadvantaged business size standard(s) for this solicitation.

- C. Certification Proposed LDBEs must apply to the Authority's Equal Opportunity Programs Office for certification. For further instruction, see **Section IX on Local Disadvantaged Business Enterprise Participation (LDBE)** in this Solicitation.

05 MINORITY BUSINESS ENTERPRISE REPRESENTATION

- A. Representation. The offeror represents that it [] is, [] is not a Minority Business Enterprise.

- B. Definition. A *Minority Business Enterprise* is:

1. A firm of any size which is at least **51%** owned by one or more minority persons or, in the case of a publicly-owned corporation, at least **51%** of all stock must be owned by one or more minority persons; and whose management and daily business operations are controlled by such persons. A person is considered to be a minority if he or she is a citizen of lawful resident of the United States and is:
 - a. Black (a person having origins in any of the black racial groups in Africa);
 - b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - c. Portuguese (a person of Portugal, Brazilian, or other Portuguese culture or origin, regardless of race);
 - d. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - e. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America.)

- C. Certification. As verification of this representation, the offeror is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

06 WOMEN BUSINESS ENTERPRISE REPRESENTATION

- A. Representation. The offeror represents that it [] is, [] is not a Women Business Enterprise.

- B. Definitions. A *Women Business Enterprise* is:

1. A firm of any size which is at least **51%** owned by one or more women or, in the case of a publicly-owned corporation, at least **51%** of stock must be owned by one or more such women; and
2. Whose management and daily business operations are controlled by such persons.

- C. Certification. As verification of this representation, the offeror is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

07 CONTRACTOR IDENTIFICATION

Each offeror is requested to fill in the appropriate information set forth below:

DUNS Identification Number _____ (this number is assigned by Dun and Bradstreet, Inc., and is contained in that company's Data Universal Numbering System (DUNS). If the number is not known, it can be obtained from the local Dun & Bradstreet office. If no number has been assigned by Dun & Bradstreet, insert the word "none."

08 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

A. The offeror certifies that --

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (a) those prices, (b) the intention to submit a offer, or (c) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

B. Each signature of the offeror is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A.1. through A.3. above; or
2. a. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A.1. through A.3. above

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this offer or proposal, and the title of his or her position in the offeror's organization);

- b. As an authorized agent, does certify that the principals named in subdivision B.2.a. above have not participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.
- c. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.

C. If the offeror deletes or modifies subparagraph A.2. above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

09 CERTIFICATION OF COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

The offeror certifies that it is in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under. The offeror also certifies that its subcontractors are in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under.

ATTEST:

_____	_____
	(Company name)
By:	_____
	(Signature-authorized official)

	(Printed Name)

	(Title)
Address:	_____

Telephone No.:	_____

ATTACHMENT V.

ACDBE CERTIFICATION PACKAGE

- a. ACDBE Uniform Certification Application
 - Affidavit of Certification
 - Personal Financial Statement (SBA form)
 - Instructions for Completing ACDBE Uniform Certification Application
 - ACDBE Uniform Certification Application Supporting Documents Checklist
- b. Application for ACDBE Joint-Venture Eligibility
- c. ACDBE Participation Waiver Request

ATTACHMENT V.a

ACDBE UNIFORM CERTIFICATION APPLICATION

- Affidavit of Certification
- Personal Financial Statement (SBA form)
- Instructions for Completing ACDBE Uniform Certification Application
- ACDBE Uniform Certification Application Supporting Documents Checklist

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
49 C.F.R. PART 26**

UNIFORM CERTIFICATION APPLICATION

ROADMAP FOR APPLICANTS

① **Should I apply?**

- Is your firm at least 51%-owned by a socially and economically disadvantaged individual(s) who also controls the firm?
- Is the disadvantaged owner a U.S. citizen or lawfully admitted permanent resident of the U.S.?
- Is your firm a small business that meets the Small Business Administration's (SBA's) size standard and does not exceed \$17.42 million in gross annual receipts?
- Is your firm organized as a for-profit business?

⇒ If you answered "Yes" to all of the questions above, you may be eligible to participate in the U.S. DOT DBE program.

② **Is there an easier way to apply?**

If you are currently certified by the SBA as an 8(a) and/or SDB firm, you may be eligible for a streamlined certification application process. Under this process, the certifying agency to which you are applying will accept your current SBA application package in lieu of requiring you to fill out and submit this form. **NOTE: You must still meet the requirements for the DBE program, including undergoing an on-site review.**

③ **Be sure to attach all of the required documents listed in the Documents Check List at the end of this form with your completed application.**

④ **Where can I find more information?**

- U.S. DOT – <http://osdbuweb.dot.gov/business/dbe/index.html> (this site provides useful links to the rules and regulations governing the DBE program, questions and answers, and other pertinent information)
- SBA – <http://www.ntis.gov/naics> (provides a listing of NAICS codes) and <http://www.sba.gov/size/indextableofsize.html> (provides a listing of SIC codes)
- 49 CFR Part 26 (the rules and regulations governing the DBE program)

Under Sec. 26.107 of 49 CFR Part 26, dated February 2, 1999, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may initiate suspension or debarment proceedings against the person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Section 1: CERTIFICATION INFORMATION

A. Prior/Other Certifications

Is your firm currently certified for any of the following programs? <i>(If Yes, check appropriate box(es))</i>	<input type="checkbox"/> DBE	Name of certifying agency:
		Has your firm's state UCP conducted an on-site visit?
		<input type="checkbox"/> Yes, on ___ / ___ / ___ State: _____ <input type="checkbox"/> No
	<input type="checkbox"/> 8(a)	⊗ STOP! If you checked either the 8(a) or SDB box, you <u>may not</u> have to complete this application. Ask your state UCP about the streamlined application process under the SBA-DOT MOU.
<input type="checkbox"/> SDB		

B. Prior/Other Applications and Privileges

Has your firm (under any name) or any of its owners, Board of Directors, officers or management personnel, ever withdrawn an application for any of the programs listed above, or ever been denied certification, decertified, or debarred or suspended or otherwise had bidding privileges denied or restricted by any state or local agency, or Federal entity? <input type="checkbox"/> Yes, on ___ / ___ / ___ <input type="checkbox"/> No If Yes, identify State and name of state, local, or Federal agency and explain the nature of the action:

Section 2: GENERAL INFORMATION

A. Contact Information

(1) Contact person and Title:	(2) Legal name of firm:			
(3) Phone #:	(4) Other Phone #:	(5) Fax #:		
(6) E-mail:	(7) Website <i>(if have one)</i> :			
(8) Street address of firm <i>(No P.O. Box)</i> :	City:	County/Parish:	State:	Zip:
(9) Mailing address of firm <i>(if different)</i> :	City:	County/Parish:	State:	Zip:

B. Business Profile

(1) Describe the primary activities of your firm:	(2) Federal Tax ID (if any):
(3) This firm was established on ___ / ___ / ___	(4) I/We have owned this firm since: ___ / ___ / ___
(5) Method of acquisition <i>(check all that apply)</i> : <input type="checkbox"/> Started new business <input type="checkbox"/> Bought existing business <input type="checkbox"/> Inherited business <input type="checkbox"/> Secured concession <input type="checkbox"/> Merger or consolidation <input type="checkbox"/> Other <i>(explain)</i>	
(6) Is your firm "for profit"? <input type="checkbox"/> Yes <input type="checkbox"/> No	⊗ STOP! If your firm is NOT for-profit, then you do NOT qualify for this program and do NOT need to fill out this application.

(7) Type of firm (check all that apply):

Sole Proprietorship
 Partnership
 Corporation
 Limited Liability Partnership
 Limited Liability Corporation
 Joint Venture
 Other, Describe: _____

(8) Has your firm ever existed under different ownership, a different type of ownership, or a different name?
 Yes No
 If Yes, explain: _____

(9) Number of employees: Full-time _____ Part-time _____ Total _____

(10) Specify the gross receipts of the firm for the last 3 years: Year _____ Total receipts \$ _____
 Year _____ Total receipts \$ _____
 Year _____ Total receipts \$ _____

C. Relationships with Other Businesses

(1) Is your firm co-located at any of its business locations, or does it share a telephone number, P.O. Box, office space, yard, warehouse, facilities, equipment, or office staff, with any other business, organization, or entity?
 Yes No

If Yes, identify: Other Firm's name: _____
 Explain nature of shared facilities: _____

(2) At present, or at any time in the past, has your firm:	(a) been a subsidiary of any other firm? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(b) consisted of a partnership in which one or more of the partners are other firms? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(c) owned any percentage of any other firm? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(d) had any subsidiaries? <input type="checkbox"/> Yes <input type="checkbox"/> No

(3) Has any other firm had an ownership interest in your firm at present or at any time in the past? Yes No

(4) If you answered "Yes" to any of the questions in (2)(a)-(d) and/or (3), identify the following for each (attach extra sheets, if needed):

	<u>Name</u>	<u>Address</u>	<u>Type of Business</u>
1.			
2.			
3.			

D. Immediate Family Member Businesses

Do any of your immediate family members own or manage another company? Yes No

If Yes, then list (attach extra sheets, if needed):

	<u>Name</u>	<u>Relationship</u>	<u>Company</u>	<u>Type of Business</u>	<u>Own or Manage?</u>
1.					
2.					

Section 3: OWNERSHIP

Identify all individuals or holding companies with any ownership interest in your firm, providing the information requested below *(If more than one owner, attach separate sheets for each additional owner):*

A. Background Information

(1) Name:	(2) Title:	(3) Home Phone #:
(4) Home Address <i>(street and number)</i> : _____ City: _____ State: _____ Zip: _____		
(5) Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	(6) Ethnic group membership <i>(Check all that apply)</i> :	
(7) U.S. Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Black	<input type="checkbox"/> Hispanic <input type="checkbox"/> Native American
(8) Lawfully Admitted Permanent Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Asian Pacific	<input type="checkbox"/> Subcontinent Asian
	<input type="checkbox"/> Other <i>(specify)</i> _____	

B. Ownership Interest

(1) Number of years as owner:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">(2) Initial investment to acquire ownership interest in firm:</td> <td style="width: 20%;"><u>Type</u></td> <td style="width: 20%;"><u>Dollar Value</u></td> </tr> <tr> <td></td> <td>Cash</td> <td>\$</td> </tr> <tr> <td></td> <td>Real Estate</td> <td>\$</td> </tr> <tr> <td></td> <td>Equipment</td> <td>\$</td> </tr> <tr> <td></td> <td>Other</td> <td>\$</td> </tr> </table>	(2) Initial investment to acquire ownership interest in firm:	<u>Type</u>	<u>Dollar Value</u>		Cash	\$		Real Estate	\$		Equipment	\$		Other	\$
(2) Initial investment to acquire ownership interest in firm:		<u>Type</u>	<u>Dollar Value</u>													
		Cash	\$													
	Real Estate	\$														
	Equipment	\$														
	Other	\$														
(3) Percentage owned:																
(4) Familial relationship to other owners:																
(5) Shares of Stock:																
<u>Number</u>	<u>Percentage</u>	<u>Class</u>														
<u>Date acquired</u>	<u>Method Acquired</u>															
(6) Does this owner perform a management or supervisory function for any other business? <input type="checkbox"/> Yes <input type="checkbox"/> No																
If Yes, identify: Name of Business: _____ Function/Title: _____																
(7) Does this owner own or work for any other firm(s) that has a relationship with this firm <i>(e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)</i> ? <input type="checkbox"/> Yes <input type="checkbox"/> No																
If Yes, identify: Name of Business: _____ Function/Title: _____																
Nature of Business Relationship: _____																

C. Disadvantaged Status – NOTE: Complete this section only for each owner applying for DBE qualification (i.e. for each owner claiming to be socially and economically disadvantaged)

(1) What is the Personal Net Worth (PNW) of the owner(s) applying for DBE qualification? <i>(Use and attach the Personal Financial Statement form at the end of this application; attach additional sheets if more than one owner is applying)</i>
(2) Has any trust been created for the benefit of this disadvantaged owner(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain <i>(attach additional sheets if needed)</i> :

Section 4: CONTROL

A. Identify your firm's Officers & Board of Directors *(If additional space is required, attach a separate sheet):*

	Name	Title	Date Appointed	Ethnicity	Gender
(1) Officers of the Company	(a)				
	(b)				
	(c)				
	(d)				
	(e)				
(2) Board of Directors	(a)				
	(b)				
	(c)				
	(d)				
	(e)				

(3) Do any of the persons listed in (1) and/or (2) above perform a management or supervisory function for any other business? Yes No

If Yes, identify for each: Person: _____ Title: _____
 Business: _____ Function: _____

(4) Do any of the persons listed (1) and/or (2) above own or work for any other firm(s) that has a relationship with this firm (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)? Yes No

If Yes, identify for each: Firm Name: _____ Person: _____
 Nature of Business Relationship: _____

B. Identify your firm's management personnel who control your firm in the following areas *(If more than two persons, attach a separate sheet):*

	Name	Title	Ethnicity	Gender
(1) Financial Decisions <i>(responsibility for acquisition of lines of credit, surety bonding, supplies, etc.)</i>	a.			
	b.			
(2) Estimating and bidding	a.			
	b.			
(3) Negotiating and Contract Execution	a.			
	b.			
(4) Hiring/firing of management personnel	a.			
	b.			
(5) Field/Production Operations Supervisor	a.			
	b.			
(6) Office management	a.			
	b.			
(7) Marketing/Sales	a.			
	b.			
(8) Purchasing of major equipment	a.			
	b.			
(9) Authorized to Sign Company Checks (for any purpose)	a.			
	b.			
(10) Authorized to make Financial Transactions	a.			
	b.			

(11) Do any of the persons listed in (1) through (10) above perform a management or supervisory function for any other business? Yes No
 If Yes, identify for each: Person: _____ Title: _____
 Business: _____ Function: _____

(12) Do any of the persons listed in (1) through (10) above own or work for any other firm(s) that has a relationship with this firm (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)?
 Yes No

If Yes, identify for each: Firm Name: _____ Person: _____
 Nature of Business Relationship: _____

C. Indicate your firm's inventory in the following categories (attach additional sheets if needed):

(1) Equipment

Type of Equipment	Make/Model	Current Value	Owned or Leased?
(a)			
(b)			
(c)			

(2) Vehicles

Type of Vehicle	Make/Model	Current Value	Owned or Leased?
(a)			
(b)			
(c)			

(3) Office Space

Street Address	Owned or Leased?	Current Value of Property or Lease
(a)		
(b)		

(4) Storage Space

Street Address	Owned or Leased?	Current Value of Property or Lease
(a)		
(b)		

D. Does your firm rely on any other firm for management functions or employee payroll? Yes No

If Yes, explain:

E. Financial Information

(1) Banking Information:

(a) Name of bank: _____ (b) Phone No: () _____
 (c) Address of bank: _____ City: _____ State: _____ Zip: _____

(2) **Bonding Information:** If you have bonding capacity, identify: (a) Binder No: _____
 (b) Name of agent/broker _____ (c) Phone No: () _____
 (d) Address of agent/broker: _____ City: _____ State: _____ Zip: _____
 (e) Bonding limit: Aggregate limit \$ _____ Project limit \$ _____

F. Identify all sources, amounts, and purposes of money loaned to your firm, including the names of any persons or firms securing the loan, if other than the listed owner:

Name of Source	Address of Source	Name of Person Securing the Loan	Original Amount	Current Balance	Purpose of Loan
1.					
2.					
3.					

G. List all contributions or transfers of assets to/from your firm and to/from any of its owners over the past two years (attach additional sheets if needed):

Contribution/Asset	Dollar Value	From Whom Transferred	To Whom Transferred	Relationship	Date of Transfer
1.					
2.					
3.					

H. List current licenses/permits held by any owner and/or employee of your firm (e.g. contractor, engineer, architect, etc.)(attach additional sheets if needed):

Name of License/Permit Holder	Type of License/Permit	Expiration Date	License Number and State
1.			
2.			
3.			

I. List the three largest contracts completed by your firm in the past three years, if any:

Name of Owner/Contractor	Name/Location of Project	Type of Work Performed	Dollar Value of Contract
1.			
2.			
3.			

J. List the three largest active jobs on which your firm is currently working:

Name of Prime Contractor and Project Number	Location of Project	Type of Work	Project Start Date	Anticipated Completion Date	Dollar Value of Contract
1.					
2.					
3.					

AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I _____ (full name printed), swear or affirm under penalty of law that I am _____ (title) of applicant firm _____ (firm name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm’s bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm’s eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program (UCP) of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise (DBE). In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s) (circle all that apply):

- Female Black American Hispanic American Native American
- Asian- Pacific American Subcontinent Asian American
- Other (specify) _____.

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed \$750,000, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Executed on _____ (Date)

Signature _____
(DBE Applicant)

NOTARY CERTIFICATE:



PERSONAL FINANCIAL STATEMENT

U.S. SMALL BUSINESS ADMINISTRATION

As of _____, _____

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock, or (4) any person or entity providing a guaranty on the loan.

Name	Business Phone
Residence Address	Residence Phone
City, State, & Zip Code	
Business Name of Applicant/Borrower	

ASSETS	(Omit Cents)	LIABILITIES	(Omit Cents)
Cash on hand & in Banks	\$ _____	Accounts Payable	\$ _____
Savings Accounts	\$ _____	Notes Payable to Banks and Others	\$ _____
IRA or Other Retirement Account	\$ _____	(Describe in Section 2)	
Accounts & Notes Receivable	\$ _____	Installment Account (Auto)	\$ _____
Life Insurance-Cash Surrender Value Only	\$ _____	Mo. Payments \$ _____	
(Complete Section 8)		Installment Account (Other)	\$ _____
Stocks and Bonds	\$ _____	Mo. Payments \$ _____	
(Describe in Section 3)		Loan on Life Insurance	\$ _____
Real Estate	\$ _____	Mortgages on Real Estate	\$ _____
(Describe in Section 4)		(Describe in Section 4)	
Automobile-Present Value	\$ _____	Unpaid Taxes	\$ _____
Other Personal Property	\$ _____	(Describe in Section 6)	
(Describe in Section 5)		Other Liabilities	\$ _____
Other Assets	\$ _____	(Describe in Section 7)	
(Describe in Section 5)		Total Liabilities	\$ _____
Total	\$ _____	Net Worth	\$ _____
		Total	\$ _____

Section 1. Source of Income	Contingent Liabilities
Salary	As Endorser or Co-Maker
Net Investment Income	Legal Claims & Judgments
Real Estate Income	Provision for Federal Income Tax
Other Income (Describe below)*	Other Special Debt

Description of Other Income in Section 1.

*Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

Section 2. Notes Payable to Banks and Others. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

Name and Address of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

Section 3. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed).

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

Section 4. Real Estate Owned. (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Property			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

Section 5. Other Personal Property and Other Assets. (Describe, and if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and if delinquent, describe delinquency)

Section 6. Unpaid Taxes. (Describe in detail, as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)

Section 7. Other Liabilities. (Describe in detail.)

Section 8. Life Insurance Held. (Give face amount and cash surrender value of policies - name of insurance company and beneficiaries)

I authorize SBA/Lender to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness. I certify the above and the statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of either obtaining a loan or guaranteeing a loan. I understand FALSE statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 18 U.S.C. 1001).

Signature: _____ Date: _____ Social Security Number: _____

Signature: _____ Date: _____ Social Security Number: _____

PLEASE NOTE: The estimated average burden hours for the completion of this form is 1.5 hours per response. If you have questions or comments concerning this estimate or any other aspect of this information, please contact Chief, Administrative Branch, U.S. Small Business Administration, Washington, D.C. 20416, and Clearance Officer, Paper Reduction Project (3245-0188), Office of Management and Budget, Washington, D.C. 20503. **PLEASE DO NOT SEND FORMS TO OMB.**

**INSTRUCTIONS FOR COMPLETING THE DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PROGRAM UNIFORM CERTIFICATION APPLICATION**

NOTE: If you require additional space for any question in this application, please attach additional sheets or copies as needed, taking care to indicate on each attached sheet/copy the section and number of this application to which it refers.

Section 1: CERTIFICATION INFORMATION

A. Prior/Other Certifications

Check the appropriate box indicating for which program your firm is currently certified. If you are already certified as a DBE, indicate in the appropriate box the name of the certifying agency that has previously certified your firm, and also indicate whether your firm has undergone an onsite visit. If your firm has already undergone an onsite visit/review, indicate the most recent date of that review and the state UCP that conducted the review.

NOTE: If your firm is currently certified under the SBA's 8(a) and/or SDB programs, you may not have to complete this application. You should contact your state UCP to find out about a streamlined application process for firms that are already certified under the 8(a) and SDB programs.

B. Prior/Other Applications and Privileges

Indicate whether your firm or any of the persons listed has ever withdrawn an application for a DBE program or an SBA 8(a) or SDB program, or whether any have ever been denied certification, decertified, debarred, suspended, or had bidding privileges denied or restricted by any state or local agency or Federal entity. If your answer is yes, indicate the date of such action, identify the name of the agency, and explain fully the nature of the action in the space provided.

Section 2: GENERAL INFORMATION

A. Contact Information

- (1) State the name and title of the person who will serve as your firm's primary contact under this application.
- (2) State the legal name of your firm, as indicated in your firm's Articles of Incorporation.
- (3) Indicate the primary phone number of your firm.
- (4) Indicate a secondary phone number, if any.
- (5) Indicate your firm's fax number, if any.
- (6) Indicate your firm's or your contact person's email address.
- (7) Indicate your firm's website address, if any.
- (8) State the street address of your firm (i.e. the physical location of its offices -- not a post office box address).
- (9) State the mailing address of your firm, if it is different from your firm's street address.

B. Business Profile

- (1) In the box provided, briefly describe the primary business and professional activities in which your firm engages.
- (2) Give the Federal Tax ID number of your firm as provided on your firm's filed tax returns, if you have one. This could also be the Social Security number of the owner of your firm.
- (3) Give the date on which your firm was officially established, as stated in your firm's Articles of Incorporation.

- (4) Give the date on which you and/or each other owner took ownership of the firm.
- (5) Check the appropriate box that describes the manner in which you and each other owner acquired ownership of your firm. If you checked "Other," explain in the space provided.
- (6) Check the appropriate box that indicates whether your firm is "for profit."
NOTE: If you checked "No," then you do NOT qualify for the DBE program and therefore do not need to complete the rest of this application. The DBE program requires all participating firms be for-profit enterprises.
- (7) Check the appropriate box that describes the legal form of ownership of your firm, as indicated in your firm's Articles of Incorporation. If you checked "Other," briefly explain in the space provided.
- (8) Check the appropriate box that indicates whether your firm has ever existed under different ownership, a different type of ownership, or a different name. If you checked "Yes," specify which and briefly explain the circumstances in the space provided.
- (9) Indicate in the spaces provided how many employees your firm has, specifying the number of employees who work on a full-time and part-time basis.
- (10) Specify the total gross receipts of your firm for each of the past three years, as declared in your firm's filed tax returns.

C. Relationships with Other Businesses

- (1) Check the appropriate box that indicates whether your firm is co-located at any of its business locations, or whether your firm shares a telephone number(s), a post office box, any office space, a yard, warehouse, other facilities, any equipment, or any office staff with any other business, organization, or entity of any kind. If you answered "Yes," then specify the name of the other firm(s) and briefly explain the nature of the shared facilities or other items in the space provided.
- (2) Check the appropriate box that indicates whether at present, or at any time in the past:
 - (a) your firm has been a subsidiary of any other firm;
 - (b) your firm consisted of a partnership in which one or more of the partners are other firms;
 - (c) your firm has owned any percentage of any other firm; and
 - (d) your firm has had any subsidiaries of its own.
- (3) Check the appropriate box that indicates whether any other firm has ever had an ownership interest in your firm.

- (4) If you answered “Yes” to any of the questions in (2)(a)-(d) or (3), identify the name, address and type of business for each.

D. Immediate Family Member Businesses

Check the appropriate box that indicates whether any of your immediate family members own or manage another company. An “immediate family member” is any person who is your father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law. If you answered “Yes,” provide the name of each relative, your relationship to them, the name of the company they own or manage, the type of business, and whether they own or manage the company.

Section 3: OWNERSHIP

Identify all individuals or holding companies with any ownership interest in your firm, providing the information requested below (if your firm has more than one owner, provide completed copies of this section for each additional owner):

A. Background Information

- (1) Give the name of the owner.
- (2) State his/her title or position within your firm.
- (3) Give his/her home phone number.
- (4) State his/her home (street) address.
- (5) Check the appropriate box that indicates this owner’s gender.
- (6) Check the appropriate box that indicates this owner’s ethnicity (check all that apply). If you checked “Other,” specify this owner’s ethnic group/identity not otherwise listed.
- (7) Check the appropriate box to indicate whether this owner is a U.S. citizen.
- (8) If this owner is not a U.S. citizen, check the appropriate box that indicates whether this owner is a lawfully admitted permanent resident. If this owner is neither a U.S. citizen nor a lawfully admitted permanent resident of the U.S., then this owner is NOT eligible for certification as a DBE owner. This, however, does not necessarily disqualify your firm altogether from the DBE program if another owner is a U.S. citizen or lawfully admitted permanent resident and meets the program’s other qualifying requirements.

B. Ownership Interest

- (1) State the number of years during which this owner has been an owner of your firm.
- (2) Indicate the dollar value of this owner’s initial investment to acquire an ownership interest in your firm, broken down by cash, real estate, equipment, and/or other investment.
- (3) State the percentage of total ownership control of your firm that this owner possesses.
- (4) State the familial relationship of this owner to each other owner of your firm.
- (5) Indicate the number, percentage of the total, class, date acquired, and method by which this owner acquired his/her shares of stock in your firm.

- (6) Check the appropriate box that indicates whether this owner performs a management or supervisory function for any other business. If you checked “Yes,” state the name of the other business and this owner’s title or function held in that business.

- (7) Check the appropriate box that indicates whether this owner owns or works for any other firm(s) that has any relationship with your firm. If you checked “Yes,” identify the name of the other business and this owner’s title or function held in that business. Briefly describe the nature of the business relationship in the space provided.

C. Disadvantaged Status

NOTE: You only need to complete this section for each owner that is applying for DBE qualification (i.e. for each owner who is claiming to be “socially and economically disadvantaged” and whose ownership interest is to be counted toward the control and 51% ownership requirements of the DBE program)

- (1) Indicate in the space provided the total Personal Net Worth (PNW) of each owner who is applying for DBE qualification. Use the PNW calculator form at the end of this application to compute each owner’s PNW.
- (2) Check the appropriate box that indicates whether any trust has ever been created for the benefit of this disadvantaged owner. If you answered “Yes,” briefly explain the nature, history, purpose, and current value of the trust(s).

Section 4: CONTROL

A. Identify your firm's Officers and Board of Directors:

- (1) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each officer of your firm.
- (2) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each individual serving on your firm’s Board of Directors.
- (3) Check the appropriate box that indicates whether any of your firm’s officers and/or directors listed above perform a management or supervisory function for any other business. If you answered “Yes,” identify each person by name, his/her title, the name of the other business in which s/he is involved, and his/her function performed in that other business.
- (4) Check the appropriate box that indicates whether any of your firm’s officers and/or directors listed above own or work for any other firm(s) that has a relationship with your firm. If you answered “Yes,” identify the name of the firm, the officer or director, and the nature of his/her business relationship with that other firm.

B. Identify your firm's management personnel (by name, title, ethnicity, and gender) who control your firm in the following areas:

- (1) Making of financial decisions on your firm's behalf, including the acquisition of lines of credit, surety bonds, supplies, etc.;
- (2) Estimating and bidding, including calculation of cost estimates, bid preparation and submission;
- (3) Negotiating and contract execution, including participation in any of your firm's negotiations and executing contracts on your firm's behalf;
- (4) Hiring and/or firing of management personnel, including interviewing and conducting performance evaluations;
- (5) Field/Production operations supervision, including site supervision, scheduling, project management services, etc.;
- (6) Office management;
- (7) Marketing and sales;
- (8) Purchasing of major equipment;
- (9) Signing company checks (for any purpose); and
- (10) Conducting any other financial transactions on your firm's behalf not otherwise listed.
- (11) Check the appropriate box that indicates whether any of the persons listed in (1) through (10) above perform a management or supervisory function for any other business. If you answered "Yes," identify each person by name, his/her title, the name of the other business in which s/he is involved, and his/her function performed in that other business.
- (12) Check the appropriate box that indicates whether any of the persons listed in (1) through (10) above own or work for any other firm(s) that has a relationship with your firm. If you answered "Yes," identify the name of the firm, the name of the person, and the nature of his/her business relationship with that other firm.

C. Indicate your firm's inventory in the following categories:

- (1) **Equipment**
State the type, make and model, and current dollar value of each piece of equipment held and/or used by your firm. Indicate whether each piece is either owned or leased by your firm.
- (2) **Vehicles**
State the type, make and model, and current dollar value of each motor vehicle held and/or used by your firm. Indicate whether each vehicle is either owned or leased by your firm.
- (3) **Office Space**
State the street address of each office space held and/or used by your firm. Indicate whether your firm owns or leases the office space and the current dollar value of that property or its lease.
- (4) **Storage Space**
State the street address of each storage space held and/or used by your firm. Indicate whether your firm owns or leases the storage space and the current dollar value of that property or its lease.

D. Does your firm rely on any other firm for management functions or employee payroll?

Check the appropriate box that indicates whether your firm relies on any other firm for management functions or for employee payroll. If you answered

"Yes," briefly explain the nature of that reliance and the extent to which the other firm carries out such functions.

E. Financial Information

(1) Banking Information

- (a) State the name of your firm's bank.
- (b) Give the main phone number of your firm's bank branch.
- (c) Give the address of your firm's bank branch.

(2) Bonding Information

- (a) State your firm's Binder Number.
- (b) State the name of your firm's bond agent and/or broker.
- (c) Give your agent's/broker's phone number.
- (d) Give your agent's/broker's address.
- (e) State your firm's bonding limits (in dollars), specifying both the Aggregate and Project Limits.

F. Identify all sources, amounts, and purposes of money loaned to your firm, including the names of persons or firms securing the loan, if other than the listed owner:

State the name and address of each source, the original dollar amount and the current balance of each loan, and the purpose for which each loan was made to your firm.

G. List all contributions or transfers of assets to/from your firm and to/from any of its owners over the past two years:

Indicate in the spaces provided, the type of contribution or asset that was transferred, its current dollar value, the person or firm from whom it was transferred, the person or firm to whom it was transferred, the relationship between the two persons and/or firms, and the date of the transfer.

H. List current licenses/permits held by any owner or employee of your firm.

List the name of each person in your firm who holds a professional license or permit, the type of permit or license, the expiration date of the permit or license, and the license/permit number and issuing State of the license or permit.

I. List the three largest contracts completed by your firm in the past three years, if any.

List the name of each owner or contractor for each contract, the name and location of the projects under each contract, the type of work performed on each contract, and the dollar value of each contract.

J. List the three largest active jobs on which your firm is currently working.

For each active job listed, state the name of the prime contractor and the project number, the location, the type of work performed, the project start date, the anticipated completion date, and the dollar value of the contract.

AFFIDAVIT & SIGNATURE

Carefully read the attached affidavit in its entirety. Fill in the required information for each blank space, and sign and date the affidavit in the presence of a Notary Public, who must then notarize the form.

DBE UNIFORM CERTIFICATION APPLICATION SUPPORTING DOCUMENTS CHECKLIST

In order to complete your application for DBE certification, you must attach copies of all of the following documents as they apply to you and your firm.

All Applicants

- Work experience resumes (that include places of ownership/employment with corresponding dates), for all owners and officers of your firm
- Personal Financial Statement (form available with this application)
- Personal tax returns for the past three years, if applicable, for each owner claiming disadvantaged status
- Your firm's tax returns (gross receipts) and all related schedules for the past three years
- Documented proof of contributions used to acquire ownership for each owner (*e.g. both sides of cancelled checks*)
- Your firm's signed loan agreements, security agreements, and bonding forms
- Descriptions of all real estate (including office/storage space, etc.) owned/leased by your firm and documented proof of ownership/signed leases
- List of equipment leased and signed lease agreements
- List of construction equipment and/or vehicles owned and titles/proof of ownership
- Documented proof of any transfers of assets to/from your firm and/or to/from any of its owners over the past two years
- Year-end balance sheets and income statements for the past three years (*or life of firm, if less than three years*); a new business must provide a current balance sheet
- All relevant licenses, license renewal forms, permits, and haul authority forms
- DBE and SBA 8(a) or SDB certifications, denials, and/or decertifications, if applicable
- Bank authorization and signatory cards
- Schedule of salaries (or other compensation or remuneration) paid to all officers, managers, owners, and/or directors of the firm
- Trust agreements held by any owner claiming disadvantaged status, if any

Partnership or Joint Venture

- Original and any amended Partnership or Joint Venture Agreements

Corporation or LLC

- Official Articles of Incorporation (*signed by the state official*)
- Both sides of all corporate stock certificates and your firm's stock transfer ledger
- Shareholders' Agreement
- Minutes of all stockholders and board of directors meetings
- Corporate by-laws and any amendments
- Corporate bank resolution and bank signature cards
- Official Certificate of Formation and Operating Agreement with any amendments (for LLCs)

Trucking Company

- Documented proof of ownership of the company
- Insurance agreements for each truck owned or operated by your firm
- Title(s) and registration certificate(s) for each truck owned or operated by your firm
- List of U.S. DOT numbers for each truck owned or operated by your firm

Regular Dealer

- Proof of warehouse ownership or lease
- List of product lines carried
- List of distribution equipment owned and/or leased

NOTE: The specific state UCP to which you are applying may have additional required documents that you must also supply with your application. Contact the appropriate certifying agency to which you are applying to find out if more is required.

ATTACHMENT V.b

APPLICATION FOR ACDBE JOINT-VENTURE ELIGIBILITY

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
ACDBE APPLICATION FOR JOINT VENTURE ELIGIBILITY

Note: This form need not be filled in if all joint venture members are ACDBE firms.

<p>1. JOINT VENTURE NAME AND ADDRESS (Company Name, Address, City State Zip)</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	<p>2. CONTACT PERSON AND TITLE</p> <hr/> <hr/> <hr/> <p>3. TELEPHONE</p> <hr/>
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4. IDENTIFY THE COMPANIES WHICH COMPRISE THE JOINT VENTURE (ACDBE PARTNER(S) MUST BE CERTIFIED AT TIME OF SUBMISSION OF THIS JOINT VENTURE APPLICATION):

5a. DESCRIBE ROLE OF ACDBE FIRM IN THE JOINT VENTURE:

b. NATURE OF JOINT VENTURE'S BUSINESS: _____

c. DESCRIBE VERY BRIEFLY THE EXPERIENCE AND BUSINESS QUALIFICATIONS OF EACH NON-ACDBE JOINT VENTURER: _____

6. IS THE JOINT VENTURE RESPONDING TO A SPECIFIC AUTHORITY SOLICITATION?
 YES NO IF YES, WHICH ONE? _____

7. WHAT IS THE PERCENTAGE OF ACDBE OWNERSHIP IN THE JOINT VENTURE?

AFFIDAVIT

“The undersigned swear that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operation of the joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide the Metropolitan Washington Airports Authority (the Authority) current, complete, and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the Authority or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.”

Name of Joint Venture (if any) _____
Names of companies forming Joint Venture:

Signature(s) _____

Name(s) _____

Title(s) _____

Date _____

State of _____

County of _____

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

[Seal]

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

[Seal]

ATTACHMENT V.c
ACDBE PARTICIPATION WAIVER REQUEST

ACDBE GOAL
WAIVER REQUEST FORM
PROCEDURE

This procedure must be followed if an offeror cannot meet the ACDBE subcontracting requirements in whole or in part. The Request for Waiver must be submitted in writing with the proposal. The Request for Waiver must report and document the efforts made by the offeror to solicit ACDBEs for participation and clearly outline the offeror's reasons why no subcontracting opportunities exist. A waiver request must also demonstrate that there are an insufficient number of ACDBEs to provide adequate competition and reasonable prices. The provisions of Section VIII (04) must be reviewed by the offeror before submitting a request for a waiver.

A blanket statement that there are no ACDBE businesses to provide services or materials related to the proposal is INADEQUATE. An explanation of how that conclusion was reached must be provided or the request will be determined to be pro forma and not in good faith.

Actions which may demonstrate a good faith effort on the part of the bidder include, but are not limited to, the following:

1. Soliciting through all reasonable and available means (e.g. attendance at preproposal meetings scheduled by the Authority, advertising and/or written notices in major circulation newspapers such as the Washington Post, trade association publications, and disadvantaged and minority and women oriented media) the interest of all certified ACDBEs who have the capacity to perform the work of the contract. The offeror must solicit this interest within sufficient time to allow the ACDBEs to respond to the solicitation. The offeror must determine with certainty if the ACDBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by ACDBEs in order to increase the likelihood that the ACDBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate ACDBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested ACDBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. (a) Negotiating in good faith with interested ACDBEs. It is the offeror's responsibility to make a portion of the work available to ACDBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available ACDBE subcontractors and suppliers, so as to facilitate ACDBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of ACDBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for ACDBEs to perform the work.
5. Making efforts to assist interested ACDBEs in obtaining bonding, lines of credit, or insurance as required by the Authority or the offeror.
6. Making efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
7. Negotiate in good faith with interested ACDBEs, and not reject ACDBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

WAIVER REQUEST (Continued)

REQUEST FOR WAIVER

_____ hereby requests a waiver of the required contract goals for the participation of ACDBEs as specified in solicitation number _____. All good faith efforts to identify potential ACDBEs as subcontractors have been made, but we have been unable to obtain the required goals for the following reason(s):

(Authorized Representative)

(Date)

NOTE: All advertisements, telephone conversations, and other documentation to support this statement should be attached.

EXHIBIT A.
PASSENGER STATISTICS

Ronald Reagan Washington National Airport

Enplaned Passengers 2011															
CARRIER LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %	
TERMINALS B & C															
North Pier															
USAirways & Shuttle	135,525	143,331	178,283	169,818	164,252	160,106	155,856	159,497	141,302	150,024	151,221	141,649			
USAirways Express (75% flight ops)*	63,475.5	63,016.5	78,585.0	79,578.8	88,368.0	88,578.8	88,496.3	86,063.3	84,282.8	87,180.8	81,095.3	78,436.5			
Air Wisconsin (US Airways Express)	26,834	25,712	33,962	41,303	45,251	44,595	41,809	41,493	37,052	40,492	36,814	35,306			
Subtotal N Pier	225,835	232,060	290,830	290,700	297,871	293,280	286,161	287,053	262,637	277,697	269,130	255,392	3,268,644	36.2%	
Center Pier															
American	80,973	81,587	101,754	103,550	107,184	108,334	109,166	101,866	97,090	106,568	104,881	95,826			
American Eagle	13,778	13,014	19,911	19,818	21,566	20,877	19,449	17,875	19,769	21,262	20,056	19,264			
United & Shuttle America (United Express)	30,161	29,897	42,414	47,061	48,313	46,776	44,136	43,048	42,960	48,730	43,106	38,682			
USAirways INTERNATIONAL ONLY	938	881	979	890	1,063	1,494	2,359	1,813	307	0	0	916	11,640		
USAirways Express (25% flight ops)*	21,158.5	21,005.5	26,195.0	26,526.3	29,456.0	29,526.3	29,498.8	28,687.8	28,094.3	29,060.3	27,031.8	26,145.5			
Subtotal C Pier	147,009	146,385	191,253	197,845	207,582	207,007	204,609	193,290	188,220	205,620	195,075	180,834	2,264,728	25.1%	
South Pier															
Delta Air Lines	88,163	93,545	121,271	105,345	117,572	114,347	116,347	108,039	96,125	108,237	99,537	82,565			
Chautauqua (Delta Connection)	0	0	0	4,985	93	5,204	5,778	5,977	6,132	8,370	7,229	2,414			
ASA/Compass (Delta Connection)	10,601	13,151	19,759	30,586	29,360	26,021	26,269	24,960	21,120	25,302	24,801	14,622			
Comair (Delta Connection)	9,150	9,253	15,661	7,300	5,929	10,816	14,534	13,965	12,546	14,851	13,476	19,997			
Delta Shuttle	0	0	0	0	0	0	0	0	0	0	0	0			
Freedom (Delta Connection)	0	0	0	0	0	0	0	0	0	0	0	0			
Mesaba (Delta)	3,748	3,466	4,600	10,097	10,440	9,937	7,107	5,486	5,091	5,424	5,254	6,841			
Pinnacle (Delta)	4,011	3,769	8,695	7,088	12,316	8,949	9,957	9,160	7,660	10,699	8,986	7,365			
Shuttle America (Delta Connection)	8,447	10,046	13,738	12,771	14,442	13,953	11,606	12,238	12,602	13,324	12,332	13,015			
Subtotal S Pier	124,120	133,230	183,724	178,172	190,152	189,227	191,598	179,825	161,276	186,207	171,615	146,819	2,035,965	22.5%	
Connector															
Alaska Airlines	11,487	11,022	13,404	13,017	13,847	13,370	14,076	13,380	12,248	13,600	12,977	13,026			
Continental	15,852	14,691	21,235	22,287	25,454	25,768	27,785	25,084	20,183	24,116	23,990	22,657			
Continental Express	5,928	4,729	5,605	4,277	2,868	5,732	6,349	5,621	4,517	5,207	5,269	6,132			
Chautauqua & SkyWest (Continental Express)	706	1,297	1,984	2,132	1,889	2,668	2,473	2,406	2,296	1,783	1,812	1,625			
Colgan Air (Continental Connection)	272	483	2,205	3,072	6,548	1,142	1,389	1,171	3,499	4,894	4,020	3,352			
Subtotal Connect.	34,245	32,222	44,433	44,785	50,606	48,680	52,072	47,662	42,743	49,600	48,068	46,792	541,908	6.0%	
Subtotal, Term B/C	531,208	543,896	710,240	711,502	746,211	738,194	734,440	707,830	654,876	719,124	683,888	629,836	8,111,245	89.8%	
TERMINAL A															
Air Canada	3,674	3,930	4,949	5,134	6,210	6,193	5,526	5,075	4,455	5,254	4,109	3,908	58,417		
Air Canada Jazz	3,304	2,851	4,716	4,103	4,639	4,572	3,961	3,790	3,561	4,207	3,716	3,146	46,566		
Air Tran	24,910	24,396	32,014	34,972	37,186	36,962	38,940	37,006	29,994	35,040	31,920	25,237	388,577		
Frontier	16,920	21,571	28,988	30,712	32,538	33,620	34,248	34,577	31,144	32,892	30,409	29,986	357,605		
JetBlue (start Nov 2010)	14,884	15,002	19,648	21,126	21,484	20,693	22,108	20,043	19,677	21,953	21,233	22,226	240,077		
Spirit	10,631	9,498	11,668	10,734	14,629	13,764	16,129	14,051	9,353	11,122	11,420	13,540	146,539		
Sun Country	0	0	0	2,763	3,209	3,269	2,954	2,873	2,484	3,735	2,706	2,381	26,374		
Subtotal Term A	74,323	77,248	101,983	109,544	119,895	119,073	123,866	117,415	100,668	114,203	105,513	100,424	1,264,155	14.0%	
Air Carrier Charters: Domestic	0	0	123	0	0	0	0	0	0	0	0	0	123		
Air Carrier Charter Total: Intl	0	0	0	0	0	0	0	0	0	0	0	0	0		
Air Carrier Charter Total:	0	0	123	0	0	0	0	0	0	0	0	0	123		
TOTAL	605,531	621,144	812,223	821,046	866,106	857,267	858,306	825,245	755,544	833,327	789,401	730,260	9,375,400	100.0%	
2010 Enpls	592,162	508,869	798,048	782,790	807,074	810,418	819,122	812,638	736,424	838,988	779,585	749,207	9,035,325		
YR-to-YR Monthly % Change	2.3%	22.1%	1.8%	4.9%	7.3%	5.8%	4.8%	1.8%	2.6%	-0.7%	1.3%	-2.5%	3.8%		
YTD 2011	605,531	1,226,675	2,038,898	2,859,944	3,726,050	4,583,317	5,441,623	6,266,868	7,022,412	7,855,739	8,645,140	9,375,400	9,375,400		
YTD 2010	592,162	1,101,031	1,899,079	2,681,869	3,488,943	4,299,361	5,118,483	5,931,121	6,667,545	7,506,533	8,286,118	9,035,325	9,035,325		
YTD % Change	2.3%	11.4%	7.4%	6.6%	6.8%	6.3%	5.7%	5.3%	4.7%	4.3%	3.8%	3.8%			
2011 MO-to-MO % Change	-19.18%	2.58%	30.76%	1.09%	5.49%	-1.02%	0.12%	-3.85%	-8.45%	10.29%	-5.27%	-7.49%			
ANNUAL % Traffic By Month	6.5%	6.6%	8.7%	8.8%	9.2%	9.1%	8.2%	8.1%	8.1%	8.9%	8.4%	7.9%			
2010 MO-to-MO % Change	-11.90%	-14.07%	56.83%	-1.91%	3.10%	0.41%	1.07%	-0.79%	-9.38%	13.93%	-7.08%	-3.90%			
International passengers	7,916	7,662	10,644	10,127	11,912	14,026	13,693	12,492	8,731	10,347	9,383	9,131	116,623	1.3%	
													126,064		
Total USAirways Express passengers															
Air Wisconsin transborder (USAirways Express)	0	0	0	0	0	128	208	159	71	106	0	0			
Chautauqua (USAirways Express)	8,372	8,175	9,754	10,945	10,937	10,023	11,570	11,003	11,611	12,407	11,123	9,897	125,817		
Colgan Air (US Airways)	957	1,046	1,245	1,229	1,369	1,398	1,313	1,355	1,450	1,425	1,437	1,269	15,493		
Piedmont (US Airways)	1,170	992	1,073	1,133	887	733	604	604	604	917	838	588	10,183		
PSA domestic/transborder (US Airways)	13,352	13,584	17,278	18,035	18,322	17,962	17,273	17,558	18,057	18,934	16,872	16,607	203,834		
Republic (USAirways Express)	60,783	60,225	75,430	74,763	86,309	86,307	85,259	82,421	80,247	81,672	76,299	75,060	924,775		
Republic transborder(USAirways Express)	0	0	0	0	0	1,639	1,639	1,655	337	780	1,558	1,161			
Trans States (US Airways Express)	0	0	0	0	0	0	0	0	0	0	0	0	0		
Subtotal USAirways Express	84,634	84,022	104,780	106,105	117,824	118,105	117,995	114,751	112,377	116,241	108,127	104,582	1,289,543		

Ronald Reagan Washington National Airport

Enplaned Passengers 2010														
CARRIER LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
TERMINALS B & C														
North Pier														
US Airways & Shuttle	132,615	124,416	181,486	175,432	168,470	162,426	163,308	170,240	155,076	177,386	161,783	155,075	1,927,713	
US Airways Express (75% flight ops)*	59,312.3	53,349.8	81,432.8	80,614.5	83,786.3	88,120.5	89,235.8	89,946.0	80,620.5	92,271.8	79,853.3	76,654.5	955,198	
Air Wisconsin (US Airways Express)	34,552	26,920	39,668	39,266	40,676	38,013	39,417	40,388	40,697	48,035	31,269	27,438	446,339	
Subtotal N Pier	226,479	204,686	302,587	295,313	292,932	288,560	291,961	300,574	276,394	317,693	272,905	259,168	3,329,250	36.8%
Center Pier														
American	76,615	61,397	102,770	103,820	107,868	108,671	110,710	108,259	94,251	110,706	101,300	102,400	1,188,767	
American Eagle	21,998	17,301	29,341	27,004	26,563	25,577	25,644	26,047	26,728	30,328	19,995	16,375	292,901	
United & Shuttle America (United Express)	37,306	31,190	49,001	50,339	50,587	51,409	49,161	47,685	46,078	49,553	43,410	37,070	542,789	
US Airways INTERNATIONAL ONLY**	1,713	2,052	3,116	2,956	3,327	5,767	6,690	6,365	1,039	0	593	2,045	35,663	
US Airways Express (25% flight ops)*	19,770.8	17,783.3	27,144.3	26,871.5	27,928.8	29,373.5	29,745.3	29,982.0	26,873.5	30,757.3	26,617.8	25,551.5	318,399	
Subtotal C Pier	157,403	129,723	211,372	210,991	216,274	220,798	221,950	218,338	194,970	221,344	191,916	183,442	2,378,519	26.3%
South Pier														
Delta Air Lines	46,786	63,482	99,228	107,090	117,573	124,031	125,468	119,057	106,012	120,689	116,016	107,989	1,253,421	
Northwest Airlines (merged in January)	28,371	0	0	0	0	0	0	0	0	0	0	0	28,371	
Chautauqua (Delta Connection)	1,766	335	0	436	0	0	0	371	0	0	0	0	2,908	
ASA/Compass (Delta Connection)	0	3,091	6,371	4,501	2,412	773	0	672	1,714	3,154	15,754	13,399	51,841	
Comair (Delta Connection)	14,826	13,579	24,737	14,622	23,580	19,035	17,727	19,284	13,178	12,746	17,767	15,129	206,210	
Delta Shuttle	0	0	0	0	0	0	0	0	0	0	0	0	0	
Freedom (Delta Connection)	193	0	0	0	0	0	0	0	0	0	0	0	193	
Mesaba (Delta/Northwest Airlin)	4,944	1,259	640	1,203	0	3,639	4,348	4,013	4,979	6,585	6,352	8,096	46,058	
Pinnacle (Delta/Northwest Airlin)	454	502	859	1,010	1,356	850	837	576	4,337	5,725	2,026	2,960	21,492	
Shuttle America (Delta Connection)	10,903	8,568	15,323	16,346	16,619	16,220	13,496	11,619	14,616	15,961	13,765	11,107	164,543	
Subtotal S Pier	108,243	90,816	147,158	145,208	161,540	164,548	161,876	155,592	144,836	164,860	171,680	158,680	1,775,037	19.6%
Connector														
Alaska Airlines	10,246	7,818	12,226	12,402	13,196	13,110	13,879	13,822	12,517	14,066	12,671	13,415	149,368	
Continental	19,143	16,177	26,590	24,949	26,381	25,897	28,086	27,262	22,347	25,088	24,093	25,586	291,599	
Continental Express	3,892	2,921	5,363	4,047	4,140	4,301	4,373	4,447	4,013	5,801	5,715	6,247	55,260	
Chautauqua (Continental Express)	1,529	1,388	3,102	3,458	3,045	3,103	2,850	2,435	2,326	3,034	1,569	1,284	29,123	
Colgan Air (Continental Connection)	2,554	2,292	4,042	5,098	5,527	5,336	4,779	3,455	3,471	2,303	3,463	1,765	44,085	
Subtotal Connect.	37,364	30,596	51,323	49,954	52,289	51,747	53,967	51,421	44,674	50,292	47,511	48,297	569,435	6.3%
Subtotal, Term B/C	529,489	455,821	712,440	701,465	723,035	725,652	729,754	725,925	660,873	754,189	684,012	649,586	8,052,241	89.1%
TERMINAL A														
Air Canada	4,056	3,592	5,398	5,071	6,506	6,372	6,419	5,863	5,423	5,739	4,534	4,192	63,165	
Air Canada Jazz	3,387	2,605	4,656	4,476	3,920	4,278	3,972	3,938	3,672	4,211	3,625	2,772	45,512	
Air Tran	24,243	20,736	34,160	32,373	33,949	35,108	36,731	35,327	29,921	35,022	32,253	31,923	381,746	
JetBlue (start Nov 2010)	0	0	0	0	0	0	0	0	0	0	17,123	19,980	37,103	
Midwest (Republic)**	10,503	9,574	15,545	14,954	15,246	16,331	15,917	15,345	13,926	0	0	0	127,341	
Spirit	9,466	7,434	12,502	10,238	10,259	8,367	11,587	11,418	8,722	11,015	11,063	11,807	123,878	
Frontier	11,018	9,107	13,347	14,213	14,159	14,310	14,742	14,822	13,887	28,812	26,975	28,947	204,339	
Subtotal Term A	62,673	53,048	85,608	81,325	84,039	84,766	89,368	86,713	75,551	84,799	95,573	99,621	983,084	10.9%
Air Carrier Charters:														
Domestic	0	0	0	0	99	0	0	0	0	0	0	0	99	
Intl	0	0	0	0	0	0	0	0	0	0	0	0	0	
Air Carrier Charter Total:	0	0	0	0	99	0	0	0	0	0	0	0	99	
TOTAL	592,162	508,869	798,048	782,790	807,074	810,418	819,122	812,638	736,424	838,988	779,585	749,207	9,035,325	100.0%
2009 Enpls	594,136	613,149	721,584	785,009	787,546	798,330	824,851	779,403	688,559	795,181	707,088	672,119	8,766,955	
YR-to-YR Monthly % Change	-0.3%	-17.0%	10.6%	-0.3%	2.5%	1.5%	-0.7%	4.3%	7.0%	5.5%	10.3%	11.5%	3.1%	
YTD 2010	592,162	1,101,031	1,899,079	2,681,869	3,488,943	4,299,361	5,118,483	5,931,121	6,667,545	7,506,533	8,286,118	9,035,325	9,035,325	
YTD 2009	594,136	1,207,285	1,928,869	2,713,878	3,501,424	4,299,754	5,124,605	5,904,008	6,592,567	7,387,748	8,094,836	8,766,955	8,766,955	
YTD % Change	-0.3%	-8.8%	-1.5%	-1.2%	-0.4%	0.0%	-0.1%	0.5%	1.1%	1.6%	2.4%	3.1%	3.1%	
2010 MO-to-MO % Change	-11.90%	-14.07%	56.83%	-1.91%	3.10%	0.41%	1.07%	-0.79%	-9.38%	13.93%	-7.08%	-3.90%		
ANNUAL % Traffic By Month	6.6%	5.6%	8.8%	8.7%	8.9%	9.0%	9.1%	9.0%	8.2%	9.3%	8.6%	8.3%		
2009 MO-to-MO % Change	-16.82%	3.20%	17.68%	8.79%	0.32%	1.37%	3.32%	-5.51%	-11.66%	15.48%	-11.08%	-4.95%		
International passengers	9,156	8,249	13,170	12,503	13,753	16,417	17,081	16,166	10,134	9,950	8,752	9,009	144,340	1.6%
Total USAirways Express passengers													144,340	
Chautauqua (US Airways Express)	8,440	7,397	10,793	11,288	11,288	11,635	11,467	11,003	10,404	11,397	10,125	8,347	123,584	
Colgan Air (US Airways)	1,026	874	1,365	1,477	1,313	1,435	1,423	1,307	1,284	1,415	1,288	1,108	15,315	
Piedmont (US Airways)	69	39	335	442	757	1,378	1,771	1,605	1,483	1,861	1,284	1,199	12,223	
PSA domestic/transborder (US Airways)	11,448	11,091	16,672	16,611	16,916	20,150	20,268	20,733	19,026	24,711	19,247	18,527	215,400	
Republic (US Airways Express)	58,100	51,732	79,412	77,668	81,441	82,896	84,052	85,280	75,297	83,645	74,527	73,025	907,075	
Trans States (US Airways Express)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal USAirways Express	79,083	71,133	108,577	107,486	111,715	117,494	118,981	119,928	107,494	123,029	106,471	102,206	1,273,597	

Ronald Reagan Washington National Airport

Enplaned Passengers 2009														
CARRIER LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
TERMINALS B & C														
North Pier														
USAirways Express (75% flight ops)	40,383.8	44,006.3	54,864.8	58,218.0	63,465.0	69,415.5	73,428.8	69,270.8	64,164.8	81,015.0	67,878.8	62,441.3	748,553	
USAirways & Shuttle	145,671	163,094	185,582	189,998	170,266	163,632	169,979	157,249	136,622	161,988	143,883	142,028	1,929,992	
Air Wisconsin (US Airways Express)	40,082	41,791	47,244	51,877	51,925	51,569	56,212	54,455	46,449	46,773	40,580	38,401	567,358	
Subtotal N Pier	226,137	248,891	287,691	300,093	285,656	284,617	299,620	280,975	247,236	289,776	252,342	242,870	3,245,903	37.0%
Center Pier														
American	79,606	80,187	78,190	104,222	105,341	106,506	111,206	103,248	87,828	101,431	93,254	92,639	1,143,658	
American Eagle (Domestic)	23,438	22,865	29,097	29,494	30,111	29,214	28,095	27,976	29,067	30,602	27,433	24,192	331,584	
United	32,684	32,917	42,900	46,946	47,713	48,777	48,392	45,307	42,888	51,350	44,415	38,384	522,673	
USAirways Int'l	1,967	2,288	2,849	2,917	2,939	5,356	5,664	5,964	1,163	0	2,267	2,412	35,786	
USAirways Express (25% flight ops)	13,461.3	14,668.8	18,288.3	19,406.0	21,155.0	23,138.5	24,476.3	23,090.3	21,388.3	27,005.0	22,626.3	20,813.8	249,518	
Frontier	11,249	10,443	12,916	13,377	14,025	14,293	14,453	14,370	13,271	14,450	13,038	12,849	158,734	
Subtotal C Pier	162,405	163,369	184,240	216,362	221,284	227,285	232,286	219,955	195,605	224,838	203,033	191,290	2,441,953	27.9%
South Pier														
Air Canada	3,485	3,094	3,621	3,802	4,766	4,895	5,308	5,691	4,580	6,032	4,553	2,437	52,264	
Air Canada/Jazz	3,341	3,027	4,312	3,893	3,502	3,341	3,148	3,534	3,256	3,977	3,978	1,706	41,015	
Chautauqua (Delta Connection)	851	903	927	832	0	0	122	966	0	0	389	1,075	6,065	
Atlantic Southeast/ASA (Delta Connection)	0	0	0	0	0	0	0	0	0	49	2,853	72	2,974	
Comair (Delta Connection)	13,949	16,734	17,801	20,374	22,713	21,995	21,976	17,831	24,558	30,037	21,916	20,177	250,061	
Delta (Dom)	50,947	50,312	57,360	64,060	64,456	68,131	71,091	69,111	57,424	64,869	57,250	53,145	728,156	
DL Shuttle & Northwest Airlink	7,269	5,705	175	0	0	0	0	0	0	0	0	2,928	16,077	
Shuttle America/Delta Connection	4,783	6,118	11,818	13,345	16,709	16,134	13,845	16,122	20,212	20,736	15,318	13,063	168,203	
Northwest Airlines (Freedom (Delta Connection)**)	44	0	0	0	0	0	0	0	0	0	0	17,300	17,344	
Pinnacle (Delta Connection/Northwest Airlink)	1,553	513	3,179	1,535	1,040	24	0	0	0	0	0	304	8,148	
Subtotal S Pier	86,222	86,406	99,193	107,841	113,186	114,520	115,490	113,255	110,030	125,700	106,257	112,206	1,290,306	14.7%
Connector														
Alaska Airlines	10,708	9,627	12,064	12,332	13,097	12,827	13,780	12,947	11,353	12,673	11,235	11,674	144,317	
Continental	21,854	19,638	25,093	25,553	25,599	27,395	29,395	27,840	23,305	28,396	24,555	24,844	303,467	
Continental Express	3,845	3,499	4,666	5,344	5,526	4,375	3,866	3,932	4,792	8,121	5,172	8,736	61,874	
Chautauqua (Continental Express)	2,060	2,282	3,096	3,368	3,359	3,401	3,454	2,985	1,860	1,348	2,561	2,627	32,401	
Colgan Air (Continental Connection)	3,246	2,427	4,156	3,662	4,195	5,176	4,708	4,006	4,548	3,242	3,182	1,655	44,203	
Subtotal Connect.	41,713	37,473	49,075	50,259	51,776	53,174	55,203	51,710	45,858	53,780	46,705	49,536	586,262	6.7%
Subtotal, Term B/C	516,477	536,139	620,199	674,555	671,902	679,595	702,599	665,895	598,729	694,094	608,337	595,902	7,564,423	86.3%
TERMINAL A														
Air Tran	16,256	15,078	19,623	20,707	22,302	22,302	23,522	23,535	19,147	24,069	28,389	28,170	263,100	
Spirit	9,551	8,546	9,302	9,984	9,601	10,509	11,977	11,451	7,790	9,108	9,350	10,377	117,546	
Midwest Express	3,183	3,138	4,307	5,463	1,918	2,097	2,151	1,866	3,830	4,014	280	0	32,247	
Northwest	38,184	38,974	51,979	57,016	61,135	60,630	58,917	50,578	40,595	47,023	41,543	17,300	563,874	
Mesaba Aviation (Northwest Airlink)	0	0	0	0	0	1,909	3,788	5,460	4,196	3,854	4,443	2,928	26,578	
Pinnacle (Northwest Airlink)	3,789	3,791	5,211	5,689	5,669	5,899	6,126	5,514	3,276	1,053	807	304	47,128	
Air Canada (Chautauqua (Midwest Connect)**)	0	0	0	0	0	0	0	50	0	0	0	4,143	4,193	
Republic (Midwest Connect)	6,696	7,483	10,963	11,595	15,019	15,389	15,771	15,054	10,996	11,966	13,939	12,997	147,868	
Subtotal Term A	77,659	77,010	101,385	110,454	115,644	118,735	122,252	113,508	89,830	101,087	98,751	76,218	1,202,533	13.7%
Air Carrier Charters: Domestic	174	0	0	27	0	0	0	0	0	0	0	0	201	
Intl	0	0	0	0	25	0	0	0	0	0	0	0	25	
Air Carrier Charter Total:	174	0	0	27	25	0	0	0	0	0	0	0	226	
TOTAL	594,136	613,149	721,584	785,009	787,546	798,330	824,851	779,403	688,559	795,181	707,088	672,119	8,766,955	100.0%
2008 Enpls	612,840	628,842	784,703	794,116	831,127	823,247	833,218	794,187	678,991	791,508	686,491	714,258	8,973,528	
YR-to-YR Monthly % Change	-3.1%	-2.5%	-8.0%	-1.1%	-5.2%	-3.0%	-1.0%	-1.9%	1.4%	0.5%	3.0%	-5.9%	-2.3%	
YTD 2009	594,136	1,207,285	1,928,869	2,713,878	3,501,424	4,299,754	5,124,605	5,904,008	6,592,567	7,387,748	8,094,836	8,766,955	8,766,955	
YTD 2008	612,840	1,241,682	2,026,385	2,820,501	3,651,628	4,474,875	5,308,093	6,102,280	6,781,271	7,572,779	8,259,270	8,973,528	8,973,528	
YTD % Change	-3.1%	-2.8%	-4.8%	-3.8%	-4.1%	-3.9%	-3.5%	-3.2%	-2.8%	-2.4%	-2.0%	-2.3%	-2.3%	
2009 MO-to-MO % Change	-16.82%	3.20%	17.68%	8.79%	0.32%	1.37%	3.32%	-5.51%	-11.66%	15.48%	-11.08%	-4.95%		
ANNUAL % Traffic By Month	6.8%	7.0%	8.2%	9.0%	9.0%	9.1%	9.4%	8.9%	7.9%	9.1%	8.1%	7.7%		
2008 MO-to-MO % Change	-10.23%	2.61%	24.79%	1.20%	4.66%	-0.95%	1.21%	-4.68%	-14.50%	16.57%	-13.27%	4.04%		
International passengers	8,793	8,409	10,782	10,612	11,232	13,592	14,120	15,189	8,999	10,009	10,798	10,697	129,090	1.5%
													133,232	
Total USAirways Express passengers														
Chautauqua (USAirways Express)	4,512	5,008	5,918	6,351	6,518	7,565	7,377	7,273	6,635	7,862	6,845	5,902	77,766	
Colgan Air (US Airways)	944	948	1,056	1,246	1,097	1,221	1,402	1,157	1,083	1,272	1,251	1,244	13,921	
Piedmont (US Airways)	369	188	297	543	471	192	673	761	313	211	162	286	4,466	
PSA domestic/transborder (US Airways)	9,776	11,195	13,936	15,098	15,178	15,487	17,602	15,995	13,931	15,237	12,738	12,608	168,781	
Republic (USAirways Express)	38,244	41,336	51,946	54,386	61,356	68,089	70,851	67,175	63,591	83,438	69,509	63,215	733,136	
Trans States (US Airways Express)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	53,845	58,675	73,153	77,624	84,620	92,554	97,905	92,361	85,553	108,020	90,505	83,255	998,070	

Ronald Reagan Washington National Airport

Enplaned Passengers 2008														
CARRIER LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
TERMINALS B & C														
North Pier														
USAirways Express (75% flight ops)	48,078.0	48,507.8	58,992.0	60,903.0	62,478.0	56,927.3	58,688.3	57,263.3	47,835.8	56,451.8	45,285.8	50,132.3	651,543	
USAirways & Shuttle	149,313	148,484	193,491	199,789	197,359	193,517	197,547	188,206	155,827	180,131	159,382	169,091	2,132,137	
Air Wisconsin (US Airways Express)	46,371	49,845	59,111	55,116	54,709	59,353	60,734	62,170	57,593	66,585	49,950	48,530	670,067	
Subtotal N Pier	243,762	246,837	311,594	315,808	314,546	309,797	316,969	307,639	261,256	303,168	254,618	267,753	3,453,747	38.5%
Center Pier														
American	84,390	85,071	100,258	93,879	105,702	105,168	108,303	103,151	86,161	100,757	87,760	98,255	1,158,855	
American Eagle (Domestic)	18,987	18,835	22,921	23,057	23,533	22,985	22,660	21,067	19,606	23,790	25,853	25,358	268,652	
United	32,595	36,299	45,994	50,630	50,451	48,125	44,983	43,974	43,319	48,717	38,265	34,941	518,293	
USAirways Int'l	2,168	2,455	3,444	3,054	3,308	3,922	5,737	5,533	1,636	1,834	2,457	2,472	38,020	
USAirways Express (25% flight ops)	16,026.0	16,169.3	19,664.0	20,301.0	20,826.0	18,975.8	19,562.8	19,087.8	15,945.3	18,817.3	15,095.3	16,710.8	217,181	
Frontier	10,005	10,546	13,435	13,275	13,843	13,957	14,688	14,357	13,000	14,128	11,929	13,506	156,669	
Subtotal C Pier	164,171	169,375	205,716	204,196	217,663	213,133	215,934	207,170	179,667	208,043	181,359	191,243	2,357,670	26.3%
South Pier														
Air Canada	4,449	3,814	5,453	5,612	7,872	6,672	5,801	5,770	4,707	5,633	4,620	4,628	65,031	
Air Canada/Jazz	2,586	2,692	3,771	3,811	3,265	2,835	2,838	2,928	2,909	3,917	3,369	3,392	38,313	
Chautauqua (Delta Connection)	643	685	196	207	257	1,542	1,186	911	970	1,154	1,055	1,075	9,881	
Atlantic Southeast/ASA (Delta Connection)	1,335	1,392	0	0	0	34	1,306	898	0	0	0	0	4,965	
Comair (Delta Connection)	11,478	11,699	15,442	16,823	17,088	16,611	15,422	15,215	16,667	19,458	17,401	16,830	190,134	
Delta (Dom)	48,260	50,897	63,664	66,621	66,263	66,009	68,003	65,705	53,888	60,186	57,750	62,227	726,473	
DL Shuttle	13,289	15,222	16,955	19,644	17,875	18,979	17,708	15,865	17,174	19,980	18,225	15,636	206,552	
Shuttle America/Delta Connection	2,205	2,329	2,977	2,547	2,224	1,608	1,641	1,786	2,164	2,874	594	697	23,646	
Freedom (Delta Connection)	0	0	0	0	2,720	3,944	3,475	3,386	3,059	3,689	617	456	21,346	
Pinnacle (Delta Connection)	0	0	0	0	0	0	0	0	0	0	3,295	3,756	7,051	
Subtotal S Pier	84,245	88,730	108,458	112,265	117,564	118,234	117,380	112,464	101,538	116,891	106,926	108,697	1,293,392	14.4%
Connector														
Alaska Airlines	9,992	10,132	12,678	12,797	13,372	12,876	13,385	12,953	11,917	12,958	11,137	12,392	146,589	
Continental	23,461	24,043	31,126	27,433	30,109	30,289	30,410	27,256	20,813	28,606	25,374	26,931	325,851	
Continental Express	4,613	4,243	5,538	5,770	6,173	4,285	6,219	4,833	4,429	6,931	2,289	3,612	58,935	
Chautauqua (Continental Express)	1,971	2,494	2,933	3,929	4,083	3,241	3,365	3,400	2,101	305	3,348	3,376	34,546	
Colgan Air (Continental Connection)	0	0	0	0	0	3,277	1,633	3,196	2,599	3,024	3,631	2,318	19,678	
Subtotal Connect.	40,037	40,912	52,275	49,929	53,737	53,968	55,012	51,638	41,859	51,824	45,779	48,629	585,599	6.5%
Subtotal, Term B/C	532,215	545,854	678,043	682,198	703,510	695,132	705,295	678,911	584,320	679,926	588,682	616,322	7,690,408	85.7%
TERMINAL A														
Air Tran	17,720	17,431	19,678	19,087	24,069	24,042	26,796	21,988	15,968	20,118	20,860	21,273	249,030	
Spirit	6,983	6,846	6,512	6,634	10,712	10,118	11,192	9,735	7,586	9,813	9,614	10,738	106,483	
Midwest Express	11,803	12,337	17,517	17,636	18,686	20,735	19,979	17,514	15,670	15,983	5,342	4,017	177,219	
Northwest	39,975	42,168	57,453	62,305	67,717	67,065	64,221	60,751	50,613	60,342	49,388	47,823	669,821	
Mesaba Aviation (Northwest Airlin)	1,655	655	0	0	2,092	256	0	0	0	0	0	0	4,658	
Pinnacle (Northwest Airlin)	2,489	3,551	5,500	6,256	4,341	5,899	5,735	5,288	4,834	5,326	4,593	4,288	58,100	
Republic (Midwest Connect)	0	0	0	0	0	0	0	0	0	0	8,012	9,797	17,809	
Subtotal Term A	80,625	82,988	106,660	111,918	127,617	128,115	127,923	115,276	94,671	111,582	97,809	97,936	1,283,120	14.3%
Other Charters:	158					35	91	58	256	206			804	
TOTAL	612,840	628,842	784,703	794,116	831,127	823,247	833,218	794,187	678,991	791,508	686,491	714,258	8,973,528	100.0%
2007 Enpls	634,801	647,587	827,578	826,430	867,568	868,991	853,990	847,268	709,463	822,549	765,103	682,644	9,353,972	
YR-to-YR Monthly % Change	-3.5%	-2.9%	-5.2%	-3.9%	-4.2%	-5.3%	-2.4%	-6.3%	-4.3%	-3.8%	-10.3%	4.6%	-4.1%	
YTD 2008	612,840	1,241,682	2,026,385	2,820,501	3,651,628	4,474,875	5,308,093	6,102,280	6,781,271	7,572,779	8,259,270	8,973,528	8,973,528	
YTD 2007	634,801	1,282,388	2,109,966	2,936,396	3,803,964	4,672,955	5,526,945	6,374,213	7,083,676	7,906,225	8,671,328	9,353,972	9,353,972	
YTD % Change	-3.5%	-3.2%	-4.0%	-3.9%	-4.0%	-4.2%	-4.0%	-4.3%	-4.3%	-4.2%	-4.8%	-4.1%	-4.1%	
2008 MO-to-MO % Change	-10.23%	2.61%	24.79%	1.20%	4.66%	-0.95%	1.21%	-4.68%	-14.50%	16.57%	-13.27%	4.04%		
ANNUAL % Traffic By Month	6.8%	7.0%	8.7%	8.8%	9.3%	9.2%	9.3%	8.9%	7.6%	8.8%	7.7%	8.0%	100%	0.0%
2007 MO-to-MO % Change	-13.83%	2.01%	27.79%	-0.14%	4.98%	0.16%	-1.73%	-0.79%	-16.26%	15.94%	-6.98%	-10.78%		
International passengers													141,364	
Total USAirways Express passengers														
Chautauqua (USAirways Express)	4,498	5,103	5,508	5,823	6,055	5,852	5,778	5,344	4,972	5,800	4,583	5,137	64,453	
Colgan Air	905	969	1,145	1,259	1,167	990	1,139	1,163	1,311	1,379	1,109	1,204	13,740	
Piedmont	1,319	1,239	1,759	1,541	1,622	998	912	849	904	350	451		12,856	
PSA domestic/transborder	10,047	11,579	13,134	12,951	11,052	13,760	14,227	13,721	11,563	13,932	9,790	11,257	147,013	
Republic (USAirways Express)	47,236	45,787	57,110	59,630	63,408	54,389	56,109	55,211	45,086	53,254	44,549	48,794	630,563	
Trans States (US Airways Express)	99	0	0	0	0	0	0	0	0	0	0	0	99	
Subtotal USAirways Express	64,104	64,677	78,656	81,204	83,304	75,903	78,251	76,351	63,781	75,269	60,381	66,843	868,724	

Ronald Reagan Washington National Airport

Enplaned Passengers 2007

CARRIER LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
TERMINALS B & C														
North Pier														
America West (Merger Finalized 09/2007)	14,597	14,098	17,235	15,756	15,560	17,010	16,736	14,103	0	0	0	0	125,095	
USAirways Express (75% flight ops)	42,741.8	43,978.5	60,099.0	59,659.5	62,408.3	63,204.0	63,195.0	64,690.5	53,763.0	64,256.3	57,663.0	49,038.0	684,697	
USAirways & Shuttle	159,501	167,383	203,808	203,223	206,409	201,138	201,907	202,420	169,658	193,841	183,166	162,579	2,255,033	
Air Wisconsin (US Airways Express)	34,680	37,744	46,091	45,743	49,857	51,896	52,750	55,112	48,130	54,942	47,736	43,949	568,630	
Subtotal N Pier	251,520	263,204	327,233	324,382	334,234	333,248	334,588	336,326	271,551	313,039	288,565	255,566	3,633,455	38.8%
Center Pier														
American	84,671	83,816	103,929	100,995	108,611	107,772	110,796	108,893	94,566	109,007	102,998	98,004	1,214,058	
American Eagle (Domestic)	20,241	18,446	22,855	21,787	24,625	22,948	21,732	21,535	20,050	22,919	21,307	20,252	258,697	
United	33,607	35,285	46,398	48,649	52,022	49,052	44,129	43,733	38,498	46,636	45,293	36,009	519,311	
USAirways Int'l	2,971	3,181	4,060	4,353	3,177	3,534	4,575	5,712	2,000	1,957	2,995	2,857	41,372	
USAirways Express (25% flight ops)	14,247.3	14,659.5	20,033.0	19,886.5	20,802.8	21,068.0	21,065.0	21,563.5	17,921.0	21,418.8	19,221.0	16,346.0	228,232	
Frontier	8,722	8,869	10,287	10,891	11,801	11,076	11,998	12,028	10,649	11,696	10,148	10,333	128,498	
Subtotal C Pier	164,459	164,257	207,562	206,562	221,039	215,450	214,295	213,465	183,684	213,634	201,962	183,801	2,390,168	25.6%
South Pier														
Air Canada (relo 9/9/06)	3,791	3,674	5,064	4,513	6,439	6,052	5,849	6,065	5,239	5,876	4,736	4,539	61,837	
Air Canada/Jazz (relo 9/9/06)	2,335	3,004	3,963	3,907	4,289	4,619	4,139	4,425	3,876	3,893	3,055	2,909	45,314	
Chautauqua (Delta Connection)	360	377	552	742	1,348	1,445	1,108	1,016	851	1,161	1,151	898	11,009	
Atlantic Southeast/ASA (Delta Connection)	1,631	2,345	3,907	3,242	1,922	1,892	1,943	1,915	1,527	1,819	1,855	2,270	26,268	
Comair (Delta Connection)	11,354	10,331	14,968	16,293	17,825	17,198	15,636	15,149	13,523	16,649	16,294	14,314	179,534	
Delta (Dom)	50,069	47,345	64,306	62,162	61,827	65,368	63,243	60,802	51,704	62,732	58,451	56,733	704,772	
DL Shuttle	20,342	18,960	24,427	25,078	25,407	26,645	19,912	18,283	19,559	21,553	18,939	13,638	252,743	
Shuttle America/Delta Connection	0	1,926	1,057	2,474	3,035	3,330	2,721	2,393	2,195	2,910	2,795	2,365	27,201	
Freedom (Delta Connection) new 3/07	0	0	758	436	0	0	0	0	0	0	0	0	1,194	
Subtotal S Pier	90,782	87,962	119,002	118,847	122,092	126,549	114,551	110,048	98,474	116,593	107,276	97,696	1,309,872	14.0%
Connector														
Alaska Airlines	8,950	9,715	12,583	12,758	13,223	13,273	13,912	13,255	10,663	11,985	11,038	11,212	142,567	
Continental	25,465	26,215	33,862	31,960	34,499	37,362	35,135	34,058	27,015	30,398	29,814	27,408	373,191	
Continental Express	6,402	6,759	9,035	8,669	9,120	8,280	6,425	6,504	4,436	4,612	4,841	5,708	80,791	
Chautauqua (Continental Express)	0	0	0	0	0	0	1,256	1,099	2,772	3,244	3,136	2,874	14,381	
Subtotal Connect.	40,817	42,689	55,480	53,387	56,842	58,915	56,728	54,916	44,886	50,239	48,829	47,202	610,930	6.5%
Subtotal, Term B/C	547,578	558,111	709,277	703,177	734,207	734,162	720,162	714,754	598,595	693,505	646,632	584,265	7,944,425	84.9%
TERMINAL A														
Air Tran	12,574	13,758	17,768	17,048	16,629	17,831	20,662	22,184	17,261	19,706	18,634	19,342	213,397	
American Trans Air (ATA) (stop svc 12/07)	11,030	10,303	13,927	14,756	16,092	15,869	15,999	15,939	14,189	16,543	14,730	0	159,377	
Spirit	6,317	6,269	6,269	7,083	6,335	8,883	8,139	8,170	6,436	7,890	6,525	8,320	86,636	
Midwest Express	12,887	12,786	18,498	19,029	19,877	19,934	19,546	18,851	15,460	17,064	16,243	14,408	204,583	
Northwest	40,031	42,194	56,021	59,382	68,223	66,069	63,309	61,084	51,897	61,107	55,845	50,602	675,764	
Mesaba Aviation (Northwest Airlink)	0	0	0	0	0	0	0	0	1,449	2,828	2,949	2,669	9,895	
Pinnacle (Northwest Airlink)	4,384	4,166	5,818	5,955	6,205	6,243	6,173	6,286	4,176	3,906	3,545	3,038	59,895	
Subtotal Term A	87,223	89,476	118,301	123,253	133,361	134,829	133,828	132,514	110,868	129,044	118,471	98,379	1,409,547	15.1%
Other Charters:														
TOTAL	634,801	647,587	827,578	826,430	867,568	868,991	853,990	847,268	709,463	822,549	765,103	682,644	9,353,972	100.0%
2006 Enpls	614,979	652,454	829,103	839,292	851,262	864,603	817,451	780,463	686,973	796,899	769,623	736,713	9,239,815	
YR-to-YR Monthly % Change	3.2%	-0.7%	-0.2%	-1.5%	1.9%	0.5%	4.5%	8.6%	3.3%	3.2%	-0.6%	-7.3%	1.2%	
YTD 2007	634,801	1,282,388	2,109,966	2,936,396	3,803,964	4,672,955	5,526,945	6,374,213	7,083,676	7,906,225	8,671,328	9,353,972	9,353,972	
YTD 2006	614,979	1,267,433	2,096,536	2,935,828	3,787,090	4,651,693	5,469,144	6,249,607	6,936,580	7,733,479	8,503,102	9,239,815	9,239,815	
YTD % Change	3.2%	1.2%	0.6%	0.0%	0.4%	0.5%	1.1%	2.0%	2.1%	2.2%	2.0%	1.2%	1.2%	
2007 MO-to-MO % Change	-13.83%	2.01%	27.79%	-0.14%	4.98%	0.16%	-1.73%	-0.79%	-16.26%	15.94%	-6.98%	-10.78%		
ANNUAL % Traffic By Month	6.8%	6.9%	8.8%	8.8%	9.3%	9.3%	9.1%	9.1%	7.6%	8.8%	8.2%	7.3%	100%	0.0%
Monthly change														
International passengers													148,523	
Total USAirways Express passengers														
Chautauqua (USAirways Express)	5,645	5,443	6,997	6,662	6,341	6,755	6,064	5,766	5,434	6,072	5,256	4,242	70,677	
Colgan Air	1,044	979	1,170	1,252	1,235	1,342	1,187	1,323	1,049	1,291	1,081	914	13,867	
Pinnacle	4,384	4,166	5,818	5,955	6,205	6,243	6,173	6,286	4,176	3,906	3,545	3,038	59,895	
Piedmont	587	904	1,626	1,891	2,283	2,577	2,804	2,884	3,225	3,456	3,392	2,834	28,463	
PSA domestic/transborder	9,863	9,346	10,763	10,668	12,631	16,861	12,918	12,492	9,666	12,911	10,698	10,270	139,087	
Republic (USAirways Express)	35,466	37,800	53,758	53,118	53,546	49,572	54,268	56,736	47,396	57,186	52,115	43,450	594,411	
Trans States (US Airways Express)	0	0	0	0	970	922	846	767	738	853	797	636	6,529	
Subtotal USAirways Express	56,989	58,638	80,132	79,546	83,211	84,272	84,260	86,254	71,684	85,675	76,884	65,384	912,929	

**WASHINGTON DULLES INTERNATIONAL AIRPORT
ENPLANEMENTS/MARKET SHARE
2011**

CARRIER/LOCATION		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
MAIN TERMINAL															
<i>TZ Gates</i>															
USAirways	D	11,316	11,866	14,528	14,491	14,338	76	0	0	0	0	0	0	66,615	0.6%
USAirways Express/Mesaba	D	0	0	1,678	1,724	1,902	1,567	1,037	1,160	1,000	899	1,533	692	13,192	0.1%
USAirways Express/Wisconsin	D	794	684	1,439	504	381	1,778	1,971	1,671	1,313	1,246	1,367	1,463	14,611	0.1%
USAirways Express/Mesa	D	5,940	6,388	6,785	6,231	4,788	8,575	8,223	7,812	6,684	8,088	7,842	7,181	84,537	0.7%
USAirways Express/Piedmont	D	1,288	1,030	128	1	37	0	104	51	344	0	21	41	3,045	
USAirways Express/PSA	D	1,526	1,790	2,088	3,431	4,825	2,001	2,105	3,424	3,289	3,096	3,509	2,875	33,959	0.3%
Subtotal T Gates		20,864	21,758	26,646	26,382	26,271	13,997	13,440	14,118	12,630	13,329	14,272	12,252	215,959	1.9%
YTD		20,864	42,622	69,268	95,650	121,921	135,918	149,358	163,476	176,106	189,435	203,707	215,959		
Domestic		20,864	21,758	26,646	26,382	26,271	13,997	13,440	14,118	12,630	13,329	14,272	12,252	215,959	0
International		0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONCOURSE A															
Aeroflot	I	609	408	648	747	804	1045	812	782	852	521	473	789	8,490	0.1%
AeroSur	I	205	109	340	57	0	192	1371	992	192	249	272	1056	5,035	0.0%
Air France	I	9,641	6,704	11,102	12,713	14,244	20,012	18,969	19,510	17,509	15,726	12,683	14,805	173,618	1.5%
Avianca	I	1,867	1,549	1,660	1,754	2,031	2,265	2,552	2,194	1,686	1,941	1,957	2,927	24,383	0.2%
Cayman	I	445	498	671	532	0	0	0	0	0	0	0	303	2,449	0.0%
Continental (MOVED TO D26)	D	5,526	5,454	8,106	8,669	4,297	0	0	0	0	0	0	0	32,052	0.3%
Continental Express (MOVED TO A2)	D	3,070	2,955	4,085	4,441	5,329	8,187	10,304	9,135	6,780	10,685	10,379	10,435	85,785	0.7%
IcelandAir	I	0	0	0	0	1,343	3,214	3,504	2,932	2,254	2,326	2,594	2,026	20,193	0.2%
Korean	I	6,496	5,673	5,944	6,788	7,278	7,987	7,898	7,267	6,299	7,715	6,738	7,029	83,112	0.7%
Mexicana	I	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Qatar Amiri Air	I	9,384	7,731	7,090	6,884	8,671	9,304	9,094	8,114	7,808	8,762	8,561	9,736	101,139	0.9%
Saudi Arabian	I	1,612	1,603	2,012	2,324	3,078	3,338	4,650	3,238	3,033	2,956	3,558	4,232	35,634	0.3%
South African	I	6,611	5,628	6,616	5,459	6,803	7,006	8,138	7,545	6,554	6,914	5,793	5,792	78,859	0.7%
Sun Country (MN Airlines)	D	0	0	0	484	965	162	0	0	1,289	809	324	0	4,033	0.0%
Turkish	I	1,711	1,341	2,438	3,751	4,174	5,242	5,103	4,379	4,747	3,984	4,902	6,216	47,988	0.4%
Virgin Atlantic	I	4,671	3,324	5,054	5,856	6,755	8,958	7,498	7,812	7,728	6,366	5,432	5,802	75,256	0.7%
United (ASA) 100%	D	30,629	27,339	32,894	30,938	34,466	30,502	30,119	26,937	28,002	30,782	29,815	31,143	363,566	3.1%
United (Shuttle America) (16%)	D	3,264	2,248	2,613	3,099	2,690	2,710	3,012	2,965	3,174	3,141	2,983	2,341	34,240	0.3%
United (Shuttle America) (7%)	T	1,428	984	1,143	1,356	1,177	1,186	1,318	1,297	1,389	1,374	1,305	1,024	14,980	0.1%
United (Colgan) (100%)	D	14,783	14,730	18,216	18,456	19,149	42,279	57,537	64,447	49,175	52,873	50,111	48,387	450,143	3.9%
United (Go Jet) (61%)	D	7,437	6,517	7,865	8,395	13,129	11,144	11,249	10,453	9,525	9,622	10,241	11,072	116,649	1.0%
United (ExpressJet) (100%)	D	30,247	32,681	56,421	58,247	64,946	46,488	40,926	38,437	42,363	50,316	46,473	48,644	556,189	4.8%
United (Mesa) (53%)	D	18,946	17,261	18,701	18,274	17,983	20,102	22,869	21,381	17,604	18,586	20,358	21,418	233,484	2.0%
United (SkyWest) (100%)	D	6,581	5,107	5,696	5,106	4,798	5,461	5,935	5,642	7,306	8,676	6,413	6,085	72,806	0.6%
United (TranStates) (70%)	D	25,937	25,642	31,489	30,380	26,070	24,486	24,830	24,158	21,823	21,553	16,731	16,128	289,226	2.5%
Subtotal Concourse A		191,100	175,484	230,804	234,710	250,179	261,269	277,687	269,618	247,092	265,876	248,097	257,391	2,909,308	25.2%
YTD		191,100	366,584	597,389	832,099	1,082,278	1,343,547	1,621,234	1,890,852	2,137,944	2,403,820	2,651,917	2,909,308		
Domestic		146,420	139,933	186,086	186,489	193,822	191,521	206,780	203,555	187,041	207,042	193,829	195,654	2,238,172	
International		44,680	35,552	44,718	48,221	56,358	69,749	70,907	66,062	60,051	58,834	54,268	61,737	671,136	
CONCOURSE B															
Air France (MOVED TO A)	I	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Air India	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
All Nippon	I	4,953	4,000	4,787	3,855	5,833	5,864	6,038	5,463	5,120	5,733	5,091	6,257	62,994	0.5%
Austrian	I	3,558	3,137	4,420	5,002	6,107	6,333	5,506	4,871	6,345	5,529	4,776	5,209	60,793	0.5%
British Airways	I	11,313	9,306	12,899	16,159	18,723	18,633	17,780	17,994	18,784	17,713	14,786	16,355	190,445	1.6%
Copa	I	2,958	3,209	3,052	3,125	3,347	3,070	3,424	2,516	2,341	2,230	2,940	3,705	35,917	0.3%
Ethiopian	I	6,276	5,079	5,775	6,143	7,623	9,255	9,542	7,862	6,454	5,397	4,874	6,472	80,752	0.7%
Iberia	I	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
KLM Royal Dutch	I	5,553	4,307	5,815	6,410	7,260	7,066	7,090	7,053	7,028	6,955	6,661	6,732	77,930	0.7%
Lufthansa (100%)	I	10,387	7,132	11,383	13,070	18,007	20,512	19,448	17,678	18,915	14,850	11,727	11,838	174,947	1.5%
OpenSkies	I	305	235	457	538	806	792	583	816	634	717	0	0	5,883	0.1%
SAS	I	4,163	3,212	4,388	6,038	7,010	7,050	6,554	6,571	6,246	6,220	4,502	3,843	65,797	0.6%
Southwest	D	23,992	20,268	26,536	28,709	29,680	29,388	29,883	28,289	26,076	27,036	25,699	25,649	321,205	2.8%

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CARRIER/LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %	
TACA (67%)	I	5,720	4,352	5,699	5,934	4,957	6,464	7,481	6,106	4,555	5,096	5,943	7,242	69,549	0.6%
Subtotal Concourse B		79,178	64,237	85,211	94,983	109,353	114,427	113,329	105,219	102,498	97,476	86,999	93,302	1,146,212	9.9%
YTD		79,178	143,415	228,626	323,609	432,962	547,389	660,718	765,937	868,435	965,911	1,052,910	1,146,212		
Domestic		23,992	20,268	26,536	28,709	29,680	29,388	29,883	28,289	26,076	27,036	25,699	25,649	321,205	
International		55,186	43,969	58,675	66,274	79,673	85,039	83,446	76,930	76,422	70,440	61,300	67,653	825,007	
CONCOURSE B EXT.															
AirTran	D	5,764	5,831	7,555	9,227	10,171	9,337	9,837	9,907	7,646	8,427	7,791	6,714	98,207	0.9%
American	D	33,170	31,755	38,231	34,594	36,616	38,482	40,407	37,536	32,203	35,992	34,805	34,095	427,886	3.7%
Delta	D	20,792	21,469	26,426	29,318	31,791	30,725	32,494	31,763	25,154	30,000	25,838	18,890	324,660	2.8%
Delta Connection	D	13,942	11,776	16,738	16,594	16,197	19,883	20,731	19,558	18,820	17,336	17,919	18,997	208,491	1.8%
Delta International	I	517	491	484	535	475	508	680	206	0	0	0	303	4,199	0.0%
JetBlue	D	38,154	34,295	38,946	40,029	43,319	47,425	47,841	45,533	37,180	39,811	40,999	42,312	495,844	4.3%
JetBlue International	I	395	498	519	433	410	471	685	540	0	0	0	0	3,951	0.0%
Virgin America	D	14,867	14,264	17,022	17,757	23,602	21,986	21,858	21,765	19,235	21,582	19,928	22,117	235,983	2.0%
Subtotal Concourse B EXT.		127,601	120,379	145,921	148,487	162,581	168,817	174,533	166,808	140,238	153,148	147,280	143,428	1,799,221	15.6%
YTD		127,601	247,980	393,901	542,388	704,969	873,786	1,048,319	1,215,127	1,355,365	1,508,513	1,655,793	1,799,221		
Domestic		126,689	119,390	144,918	147,519	161,696	167,838	173,168	166,062	140,238	153,148	147,280	143,125	1,791,071	
International		912	989	1,003	968	885	979	1,365	746	0	0	0	303	8,150	
CONCOURSE C															
Air Canada (100%)	T	2,271	2,177	3,319	2,586	0	0	0	0	0	0	0	0	10,353	0.1%
United Express/GoJet (31%)	D	3,780	3,312	3,997	4,266	6,672	5,663	5,717	5,312	4,841	4,890	5,205	5,627	59,281	0.5%
United Express/TransStates (28%)	D	10,375	10,257	12,596	12,152	10,428	9,794	9,932	9,663	8,729	8,621	6,693	6,451	115,690	1.0%
United Express/Mesa (38%)	D	13,584	12,364	13,408	13,102	12,893	14,413	16,397	15,330	12,622	13,326	14,597	15,357	167,392	1.4%
United - Domestic (57%)	D	143,849	131,947	160,262	157,387	160,364	170,297	179,682	170,374	144,675	156,659	138,992	146,329	1,860,817	16.1%
United - International (67%)	I	74,483	62,673	79,862	83,916	93,084	93,274	92,259	86,411	84,586	73,874	66,884	73,150	964,456	8.4%
Subtotal Concourse C		248,341	222,730	273,443	273,443	283,442	293,442	303,986	287,090	255,452	257,370	232,370	246,914	3,177,989	27.5%
YTD		248,341	471,071	744,514	1,017,923	1,301,365	1,594,807	1,898,793	2,185,883	2,441,336	2,698,705	2,931,075	3,177,989		
Domestic		171,587	157,879	190,262	186,907	190,357	200,168	211,727	200,679	170,866	183,496	165,486	173,764	2,203,180	
International		76,754	64,850	83,181	86,502	93,084	93,274	92,259	86,411	84,586	73,874	66,884	73,150	974,809	
CONCOURSE D															
AerLingus	I	4,099	2,631	4,496	5,689	7,029	7,135	6,692	6,025	6,060	4,273	2,483	3,752	60,364	0.5%
Continental	D	0	0	0	0	4,297	9,879	5,836	7,872	5,984	6,632	6,399	6,534	53,433	0.5%
Continental	I						3,394	3,198	3,207	8,327	9,839	8,702	8,542	45,209	0.4%
Ethiopian (moved 12/1/10)	I	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
United Express/Shuttle America (61%)	D	12,443	8,571	9,964	11,814	10,254	10,331	11,482	11,305	12,102	11,974	11,372	8,927	130,539	1.1%
United Express/GoJet (8%)	D	975	855	1,032	1,101	1,722	1,462	1,475	1,371	1,249	1,262	1,343	1,452	15,298	0.1%
United Express/Shuttle America (16%)	T	3,264	2,248	2,613	3,099	2,690	2,710	3,012	2,965	3,174	3,141	2,983	2,341	34,240	0.3%
United Express/TransStates (2%)	D	741	733	900	868	745	700	709	690	624	616	478	461	8,264	0.1%
United Express/Mesa (9%)	D	3,217	2,928	3,176	3,103	3,054	3,414	3,883	3,631	2,989	3,156	3,457	3,637	39,645	0.3%
United - Domestic (43%)	D	108,518	99,539	120,899	118,730	120,976	128,470	135,550	128,527	109,140	118,182	104,854	110,389	1,403,774	12.2%
United - International (33%)	I	36,685	30,869	39,335	41,332	45,848	45,941	45,441	42,561	41,662	36,385	32,943	36,029	475,031	4.1%
Subtotal Concourse D		169,943	148,373	182,414	185,737	196,614	213,434	217,279	208,154	191,311	195,460	175,013	182,064	2,265,797	19.6%
YTD		169,943	318,316	500,730	686,467	883,081	1,096,515	1,313,793	1,521,948	1,713,259	1,908,719	2,083,733	2,265,797		
Domestic		125,895	112,625	135,970	135,617	154,254	158,936	153,396	132,088	141,822	127,903	131,399	131,399	1,650,953	
International		44,048	35,748	46,444	50,120	55,566	59,180	58,343	54,758	59,223	53,638	47,111	50,665	614,843	
MAIN TERMINAL															
H Gates (Hardstand)															
TACA International (33%)	I	2,818	2,143	2,807	2,923	2,441	3,184	3,684	3,008	2,243	2,510	2,927	3,567	34,255	0.3%
Subtotal H Gates		2,818	2,143	2,807	2,923	2,441	3,184	3,684	3,008	2,243	2,510	2,927	3,567	34,255	0.3%
YTD		2,818	4,961	7,768	10,691	13,132	16,316	20,000	23,008	25,251	27,761	30,688	34,255		
Domestic		0	0	0	0	0	0	0	0	0	0	0	0	0	
International		2,818	2,143	2,807	2,923	2,441	3,184	3,684	3,008	2,243	2,510	2,927	3,567	34,255	
TOTAL ALL PAX		839,845	755,104	947,247	966,631	1,030,881	1,068,570	1,103,938	1,054,015	951,465	985,169	906,958	938,918	11,548,741	100.0%
YTD TOTAL ALL PAX		839,845	1,594,949	2,542,196	3,508,827	4,539,708	5,608,278	6,712,216	7,766,231	8,717,696	9,702,865	10,609,823	11,548,741		

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CARRIER/LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
Domestic	615,447	571,853	710,418	711,623	742,874	757,166	793,935	766,099	668,940	725,873	674,468	681,843	8,420,540	72.9%
YTD Domestic	615,447	1,187,301	1,897,719	2,609,342	3,352,216	4,109,382	4,903,316	5,669,416	6,338,356	7,064,229	7,738,697	8,420,540		
International	224,398	183,251	236,829	255,008	288,007	311,404	310,003	287,916	282,525	259,296	232,490	257,075	3,128,201	27.1%
YTD International	224,398	407,648	644,477	899,485	1,187,492	1,498,896	1,808,900	2,096,815	2,379,340	2,638,636	2,871,126	3,128,201		
2010 Enplanements	852,917	670,377	986,751	953,932	1,038,890	1,095,392	1,143,527	1,116,158	971,523	1,049,538	944,601	964,515	11,788,121	
% Difference	-1.5%	12.6%	-4.0%	1.3%	-0.8%	-2.4%	-3.5%	-5.6%	-2.1%	-6.1%	-4.0%	-2.7%	-2.0%	
2009 Enplanements	842,753	754,511	933,751	970,472	1,003,680	1,057,813	1,123,065	1,085,327	927,762	979,761	905,503	928,316	11,512,714	
% Difference	-0.3%	0.1%	1.4%	-0.4%	2.7%	1.0%	-1.7%	-2.9%	2.6%	0.6%	0.2%	1.1%	0.3%	
2008 Enplanements	878,533	827,441	1,035,375	995,145	1,093,657	1,114,969	1,130,875	1,100,098	885,833	972,858	865,522	951,875	11,852,181	
% Difference	-4.4%	-30.9%	-31.4%	-28.5%	-32.1%	-32.1%	-29.8%	-30.4%	-24.5%	-25.4%	-22.1%	-28.4%	-29.0%	

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2010

CARRIER/LOCATION		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
MAIN TERMINAL															
<i>TZ Gates</i>															
USAirways	D	1,657	543	0	0	0	12,987	13,896	13,357	11,383	12,827	15,465	13,231	95,346	0.8%
USAirways Express/Republic	D	0	0	84	0	39	37	70	0	208	183	0	0	621	0.0%
USAirways Express/Wisconsin	D	1,066	384	598	629	367	398	466	519	523	599	676	699	6,924	0.1%
USAirways Express/Mesa	D	8,308	6,791	8,983	7,853	8,652	6,782	7,160	6,730	5,126	5,779	7,172	7,211	86,547	0.7%
USAirways Express/PSA	D	1,046	1,630	2,270	2,381	3,397	3,248	3,272	3,379	3,542	4,040	1,679	1,400	31,284	0.3%
Subtotal T Gates		12,077	9,348	11,935	10,863	12,455	23,452	24,864	23,985	20,782	23,428	24,992	22,541	220,722	1.9%
YTD		12,077	21,425	33,360	44,223	56,678	80,130	104,994	128,979	149,761	173,189	198,181	220,722		
Domestic		12,077	9,348	11,935	10,863	12,455	23,452	24,864	23,985	20,782	23,428	24,992	22,541	220,722	
International		0	0	0	0	0	0	0	0	0	0	0	0	0	
CONCOURSE A															
Aeroflot	I	691	479	571	870	790	826	1064	777	928	629	534	684	8,843	0.1%
Air France	I	0	0	0	0	0	0	17,652	17,619	15,877	13,298	11,396	11,752	87,594	0.7%
Avianca	I	1,933	1,349	1,870	1,739	1,681	2,355	2,599	2,374	1,911	2,214	1,989	2,522	24,536	0.2%
Cayman	I	33	159	111	43	0	0	0	0	0	0	0	291	637	0.0%
Compass (Northwest)	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Continental	D	0	0	114	43	496	48	0	0	0	0	0	0	701	0.0%
Continental Express	D	4,548	2,960	4,611	4,851	4,395	4,128	4,358	4,309	3,262	4,175	3,652	4,317	49,566	0.4%
Korean	I	6,248	5,222	6,349	6,087	7,317	7,066	6,935	7,117	6,114	7,258	6,138	6,447	78,298	0.7%
Mexicana	I	2,179	2,215	2,935	2,289	2,395	2,930	3,224	2,132	0	0	0	0	20,299	0.2%
Qatar Amiri Air	I	8,283	5,885	7,469	7,619	9,200	9,702	9,210	8,114	8,044	9,682	9,246	10,624	103,078	0.9%
Saudi Arabian	I	1,665	1,398	1,524	1,829	2,650	3,395	3,631	3,236	2,372	1,968	2,398	2,808	28,874	0.2%
South African	I	8,037	4,481	7,494	6,318	6,912	6,078	7,796	8,040	6,710	6,156	5,931	6,844	80,797	0.7%
Sun Country (MN Airlines)	D	0	0	0	1,471	2,255	3,041	2,867	3,044	3,076	734	484	0	16,972	0.1%
Turkish	I	0	0	0	0	0	0	0	0	0	0	1,926	3,444	5,370	0.0%
Virgin Atlantic	I	5,579	4,401	5,936	5,585	6,815	7,712	8,101	7,429	6,785	6,785	5,987	5,302	76,417	0.6%
United (ASA) 100%	D	0	8,524	16,844	18,877	43,475	46,001	49,190	46,145	41,177	49,494	49,206	44,344	413,277	3.5%
United (Shuttle America) (16%)	D	5,791	4,563	6,126	5,583	5,706	4,621	4,700	4,683	4,451	4,908	4,583	4,534	60,249	0.5%
United (Shuttle America) (7%)	T	2,534	1,996	2,680	2,442	2,496	2,022	2,056	2,049	1,947	2,147	2,005	1,984	26,359	0.2%
United (Chautauqua) (18%)	T	201	0	0	0	0	0	0	0	0	0	0	0	201	0.0%
United (Colgan) (100%)	D	14,688	12,340	18,296	19,866	20,637	19,875	20,059	20,223	17,003	19,858	19,014	17,521	219,380	1.9%
United (Go Jet) (61%)	D	20,592	17,040	26,513	23,054	18,507	17,571	17,714	18,667	16,000	13,482	14,638	10,945	214,722	1.8%
United (ExpressJet) (100%)	D	16,621	19,714	39,464	19,113	19,537	23,298	27,245	24,890	22,550	26,159	18,246	20,238	277,075	2.4%
United (Chautauqua) (45%)	D	502	0	0	0	0	0	0	0	0	0	0	0	502	0.0%
United (Mesa) (53%)	D	30,509	19,577	22,446	31,825	23,879	24,104	24,371	25,478	24,133	25,363	19,167	20,233	291,086	2.5%
United (SkyWest) (100%)	D	0	0	0	0	0	0	4,487	4,691	3,950	6,122	5,723	4,827	29,800	0.3%
United (TranStates) (70%)	D	31,312	22,480	34,935	32,553	34,700	33,016	32,236	32,620	28,617	31,167	27,471	27,741	368,847	3.1%
Subtotal Concourse A		161,947	134,784	206,288	192,058	213,844	217,789	249,495	243,636	214,907	231,599	209,734	207,402	2,483,481	21.1%
YTD		161,947	296,731	503,019	695,077	908,920	1,126,709	1,376,204	1,619,840	1,834,747	2,066,345	2,276,079	2,483,481		
Domestic		124,564	107,198	169,349	157,236	173,587	175,703	187,227	184,749	164,218	181,461	162,184	154,700	2,035,142	
International		37,382	27,585	36,939	34,821	40,256	42,086	62,268	58,887	50,688	50,137	47,550	52,702	448,339	
CONCOURSE B															
Air France	I	10,491	6,735	12,365	10,659	15,802	18,264	0	0	0	0	0	0	74,316	0.6%
Air India	D	1,026	728	932	316	0	0	0	0	0	0	0	0	3,002	0.0%
All Nippon	I	4,959	3,707	5,663	4,938	6,612	6,952	6,090	5,175	5,093	5,784	5,279	6,321	66,573	0.6%
Austrian	I	4,539	3,117	4,863	5,017	6,329	6,408	5,711	5,178	5,957	4,611	3,842	4,829	60,401	0.5%
British Airways	I	10,159	9,716	9,868	13,243	14,817	17,624	19,080	18,096	18,010	17,712	13,151	11,735	173,211	1.5%
Copa	I	2,380	2,729	3,146	1,890	2,110	2,406	3,275	2,560	1,542	2,406	3,021	3,735	31,200	0.3%
Ethiopian	I	0	0	0	0	0	0	0	0	0	0	0	7,404	7,404	0.1%
Iberia	I	0	0	0	2,802	3,051	3,605	3,558	3,701	3,033	1,976	0	0	21,726	0.2%
Northwest (moved 8/1/09)	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Northwest International (moved 8/1/09)	I	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Pinnacle (Northwest) (moved 8/18/09)	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
KLM Royal Dutch	I	5,889	4,139	6,201	5,528	6,951	6,941	6,638	6,958	6,770	6,810	6,058	5,995	74,878	0.6%
Lufthansa (100%)	I	8,309	4,751	9,241	11,646	19,223	21,858	20,912	18,455	19,955	17,547	11,216	13,244	176,357	1.5%

**WASHINGTON DULLES INTERNATIONAL AIRPORT
ENPLANEMENTS/MARKET SHARE**

2010

CARRIER/LOCATION		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
OpenSkies	I	0	0	0	0	0	815	768	632	690	555	411	493	4,364	0.0%
SAS	I	4,555	3,030	4,897	5,615	7,761	7,565	7,848	7,588	6,552	7,240	4,499	3,892	71,042	0.6%
Southwest	D	27,322	20,414	34,117	36,402	37,025	37,084	41,395	35,236	24,932	27,753	26,607	25,995	374,282	3.2%
TACA (67%)	I	6,215	4,372	6,277	4,587	4,854	6,102	6,625	6,170	4,294	5,024	5,506	6,200	66,225	0.6%
Subtotal Concourse B		85,844	63,438	97,570	102,643	124,535	135,624	121,900	109,749	96,828	97,418	79,590	89,843	1,204,981	10.2%
	YTD	85,844	149,282	246,853	349,495	474,031	609,654	731,554	841,303	938,131	1,035,549	1,115,139	1,204,981		
	Domestic	28,348	21,142	35,049	36,718	37,025	37,084	41,395	35,236	24,932	27,753	26,607	25,995	377,284	
	International	57,496	42,296	62,521	65,925	87,510	98,540	80,505	74,513	71,896	69,665	52,983	63,848	827,697	
CONCOURSE B EXT.															
AirTran	D	6,890	6,687	10,343	10,355	10,418	10,674	12,442	12,124	10,253	11,509	10,006	7,980	119,681	1.0%
American	D	34,919	30,635	46,491	41,002	40,582	43,091	47,426	43,482	32,028	38,688	37,916	41,994	478,254	4.1%
Delta	D	17,944	15,940	28,176	27,937	25,592	29,469	31,120	30,617	28,125	29,544	28,380	24,422	317,266	2.7%
Delta Connection	D	9,552	11,354	17,660	15,795	22,667	23,895	24,950	24,259	21,222	22,786	19,660	20,901	234,701	2.0%
Delta International	I	534	559	530	531	236	354	644	253	0	0	0	282	3,923	0.0%
JetBlue	D	37,953	31,326	46,054	43,514	50,924	54,311	61,144	58,569	45,658	54,784	45,158	46,644	576,039	4.9%
JetBlue International	I	253	258	366	321	509	493	549	544	128	0	247	429	4,097	0.0%
Northwest (+ Pinnacle) (moved 8/1/09)	D	9,894	0	0	0	0	0	0	0	0	0	0	0	9,894	0.1%
Virgin America	D	17,469	13,644	19,228	18,710	20,648	21,794	22,048	21,906	17,501	19,865	20,725	18,351	231,889	2.0%
Subtotal Concourse B EXT.		135,408	110,403	168,848	158,165	171,576	184,081	200,323	191,754	154,915	177,176	162,092	161,003	1,975,744	16.8%
	YTD	135,408	245,811	414,659	572,824	744,400	928,481	1,128,804	1,320,558	1,475,473	1,652,649	1,814,741	1,975,744		
	Domestic	134,621	109,586	167,952	157,313	170,831	183,234	199,130	190,957	154,787	177,176	161,845	160,292	1,967,724	
	International	787	817	896	852	745	847	1,193	797	128	0	247	711	8,020	
CONCOURSE C															
Air Canada (100%)	T	2,894	2,414	3,824	3,322	3,789	3,797	3,800	4,326	4,007	3,960	2,357	2,520	41,010	0.3%
United Express/Chautauqua (4%)	T	45	0	0	0	0	0	0	0	0	0	0	0	45	0.0%
United Express/GoJet (31%)	D	10,465	8,660	13,474	11,716	9,405	8,930	9,002	9,486	8,131	6,851	7,439	5,562	109,121	0.9%
United Express/TransStates (28%)	D	12,525	8,992	13,974	13,021	13,880	13,206	12,894	13,048	11,447	12,467	10,988	11,096	147,539	1.3%
United Express/Mesa (38%)	D	21,875	14,036	16,093	22,818	17,121	17,282	17,474	18,267	17,303	18,185	13,743	14,507	208,703	1.8%
United Express/Chautauqua (29%)	D	324	0	0	0	0	0	0	0	0	0	0	0	324	0.0%
United - Domestic (57%)	D	141,679	115,165	163,641	162,423	166,523	175,955	184,530	185,058	155,170	177,598	162,054	165,692	1,955,488	16.6%
United - International (67%)	I	78,445	56,054	81,803	71,344	88,394	91,175	89,714	88,244	86,827	83,675	74,132	82,560	972,366	8.2%
Subtotal Concourse C		268,250	205,320	292,809	284,645	299,112	310,345	317,413	318,429	282,884	302,736	270,713	281,937	3,434,595	29.1%
	YTD	268,250	473,571	766,380	1,051,025	1,350,137	1,660,482	1,977,896	2,296,324	2,579,209	2,881,944	3,152,658	3,434,595		
	Domestic	186,867	146,853	207,182	209,979	206,929	215,373	223,899	225,859	192,051	215,101	194,224	196,857	2,421,219	
	International	81,384	58,468	85,627	74,666	92,183	94,972	93,514	92,570	90,834	87,635	76,489	85,080	1,013,376	
CONCOURSE D															
AerLingus	I	0	0	794	6,236	6,740	7,286	6,345	6,403	6,581	4,794	3,857	5,592	54,628	0.5%
British Airways	I	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Ethiopian (moved 12/1/10)	I	4,122	2,281	3,907	3,169	4,144	6,585	6,527	5,712	4,254	4,137	4,131	0	48,969	0.4%
United Express/Shuttle America (61%)	D	22,078	17,397	23,355	21,284	21,754	17,618	17,920	17,853	16,969	18,712	17,473	17,287	229,701	1.9%
United Express/GoJet (8%)	D	2,701	2,235	3,477	3,024	2,427	2,304	2,323	2,448	2,098	1,768	1,920	1,435	28,160	0.2%
United Express/Shuttle America (16%)	T	5,791	4,563	6,126	5,583	5,706	4,621	4,700	4,683	4,451	4,908	4,583	4,534	60,249	0.5%
United Express/TransStates (2%)	D	895	642	998	930	991	943	921	1,072	818	890	785	793	10,678	0.1%
United Express/Mesa (9%)	D	5,181	3,324	3,812	5,404	4,055	4,093	4,138	4,326	4,098	4,307	3,255	3,436	49,430	0.4%
United Express/Chautauqua (4%)	D	45	0	0	0	0	0	0	0	0	0	0	0	45	0.0%
United - Domestic (43%)	D	106,880	86,878	123,449	122,530	125,623	132,738	139,206	139,605	117,058	133,978	122,252	124,995	1,475,192	12.5%
United - International (33%)	I	38,637	27,608	40,291	35,140	43,537	44,907	44,187	43,463	42,765	41,213	36,513	40,664	478,926	4.1%
Subtotal Concourse D		186,330	144,930	206,209	203,299	214,977	221,096	226,269	225,566	199,092	214,708	194,768	198,736	2,435,979	20.7%
	YTD	186,330	331,259	537,468	740,767	955,745	1,176,841	1,403,109	1,628,675	1,827,768	2,042,475	2,237,243	2,435,979		
	Domestic	137,779	110,477	155,091	153,172	154,850	157,697	164,509	165,305	141,041	159,655	145,684	147,946	1,793,206	
	International	48,550	34,453	51,118	50,127	60,127	63,399	61,760	60,261	58,051	55,052	49,084	50,790	642,773	
MAIN TERMINAL															
H Gates (Hardstand)															
TACA International (33%)	I	3,061	2,154	3,092	2,259	2,391	3,005	3,263	3,039	2,115	2,474	2,712	3,053	32,619	0.3%
Subtotal H Gates		3,061	2,154	3,092	2,259	2,391	3,005	3,263	3,039	2,115	2,474	2,712	3,053	32,619	0.3%
	YTD	3,061	5,215	8,306	10,566	12,956	15,962	19,225	22,264	24,379	26,853	29,565	32,619		

**WASHINGTON DULLES INTERNATIONAL AIRPORT
ENPLANEMENTS/MARKET SHARE**

2010

CARRIER/LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
Domestic	0	0	0	0	0	0	0	0	0	0	0	0	0	
International	3,061	2,154	3,092	2,259	2,391	3,005	3,263	3,039	2,115	2,474	2,712	3,053	32,619	
TOTAL ALL PAX	852,917	670,377	986,751	953,932	1,038,890	1,095,392	1,143,527	1,116,158	971,523	1,049,538	944,601	964,515	11,788,121	100.0%
YTD TOTAL ALL PAX	852,917	1,523,294	2,510,045	3,463,977	4,502,867	5,598,259	6,741,786	7,857,944	8,829,467	9,879,005	10,823,606	11,788,121		
Domestic	624,257	504,604	746,558	725,281	755,678	792,543	841,024	826,091	697,811	784,575	715,536	708,331	8,815,297	74.8%
YTD Domestic	624,257	1,128,861	1,875,419	2,600,700	3,356,378	4,148,921	4,989,945	5,816,036	6,513,847	7,298,422	8,013,958	8,722,289		
International	228,660	165,773	240,193	228,651	283,212	302,849	302,503	290,067	273,712	264,963	229,065	256,184	3,065,832	26.0%
YTD International	228,660	394,433	634,626	863,277	1,146,489	1,449,338	1,751,841	2,041,907	2,315,620	2,580,583	2,809,648	3,065,832		
2009 Enplanements	842,753	754,511	933,751	970,472	1,003,680	1,057,813	1,123,065	1,085,327	927,762	979,761	905,503	928,316	11,512,714	
% Difference	1.2%	-11.2%	5.7%	-1.7%	3.5%	3.6%	1.8%	2.8%	4.7%	7.1%	4.3%	3.9%	2.4%	
2008 Enplanements	878,533	827,441	1,035,375	995,145	1,093,657	1,114,969	1,130,875	1,100,098	885,833	972,858	865,522	951,875	11,852,181	
% Difference	-28.9%	-39.0%	-27.9%	-27.1%	-30.9%	-28.9%	-25.6%	-24.9%	-21.2%	-19.4%	-17.3%	-25.6%	-25.6%	
2007 Enplanements	939,525	819,826	1,084,393	1,068,381	1,096,253	1,120,257	1,115,659	1,096,953	935,151	1,018,904	969,358	969,325	12,233,985	
% Difference	-75.7%	-51.9%	-41.5%	-19.2%	4.6%	29.4%	57.0%	86.1%	147.6%	153.3%	189.8%	216.3%	-100.0%	

Regional service:

**WASHINGTON DULLES INTERNATIONAL AIRPORT
ENPLANEMENTS/MARKET SHARE**

2009

CARRIER/LOCATION		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
MAIN TERMINAL															
<i>T/Z Gates</i>															
USAirways	D	6,890	3,463	2,474	2,443	2,377	3,025	3,105	2,717	2,106	2,545	1,794	1,874	34,813	0.3%
USAirways Express/Republic	D	1,040	977	1,026	1,338	1,009	248	244	267	0	60	34	0	6,243	0.1%
USAirways Express/Wisconsin	D	0	0	0	0	0	0	0	0	0	0	269	206	475	0.0%
USAirways Express/Mesa	D	3,854	5,208	5,566	6,806	7,219	8,483	9,026	8,931	7,223	8,837	7,828	7,773	86,754	0.8%
USAirways Express/PSA	D	2,280	3,027	4,769	3,925	3,633	3,486	4,013	4,174	3,450	3,964	3,022	3,256	42,999	0.4%
Subtotal T Gates		14,064	12,675	13,835	14,512	14,238	15,242	16,388	16,089	12,779	15,406	12,947	13,109	171,284	1.5%
YTD		14,064	12,675	13,835	14,512	14,238	15,242	16,388	16,089	12,779	15,406	12,947	13,109	171,284	
Domestic		14,064	12,675	13,835	14,512	14,238	15,242	16,388	16,089	12,779	15,406	12,947	13,109	171,284	
International		0	0	0	0	0	0	0	0	0	0	0	0	0	
CONCOURSE A															
United (Shuttle America) (16%)	D	5,439	5,364	6,263	6,528	6,728	6,838	7,473	6,917	5,241	6,046	6,245	5,538	74,620	0.6%
United (Shuttle America) (7%)	T	2,380	2,347	2,740	2,856	2,944	2,992	3,269	3,026	2,293	2,645	2,732	2,423	32,646	0.3%
United (Chautauqua) (18%)	T	4,321	4,287	5,273	5,188	5,417	5,636	5,753	5,825	5,186	5,734	5,078	4,978	62,676	0.5%
United (Colgan) (100%)	D	14,076	14,618	17,678	18,244	19,184	19,303	21,794	22,197	18,734	20,328	18,808	16,264	221,228	1.9%
United (Go Jet) (61%)	D	14,406	14,985	17,762	18,349	19,046	15,132	16,315	16,151	20,577	23,160	18,972	19,963	214,819	1.9%
United (ExpressJet) (100%)	D	0	0	0	0	0	0	20,461	18,880	365	0	0	4,988	44,694	0.4%
United (Chautauqua) (45%)	D	10,804	10,717	13,181	12,970	13,544	14,090	14,383	14,562	12,964	14,336	12,695	12,446	156,691	1.4%
United (Mesa) (53%)	D	30,017	28,209	35,520	34,160	35,509	30,738	32,024	31,489	33,746	36,104	29,021	24,535	381,072	3.3%
United (TranStates) (70%)	D	26,776	26,027	31,280	35,097	36,065	35,239	36,335	36,242	33,895	35,349	33,182	30,983	396,470	3.4%
Subtotal Concourse A		108,219	106,553	129,696	133,394	138,438	129,968	157,807	155,288	133,001	143,703	126,732	122,118	1,584,917	13.8%
YTD		108,219	106,553	129,696	133,394	138,438	129,968	157,807	155,288	133,001	143,703	126,732	122,118	1,584,917	
Domestic		101,518	99,919	121,683	125,350	130,077	121,340	148,785	155,288	133,001	143,703	126,732	122,118	1,489,594	
International		6,701	6,633	8,013	8,044	8,361	8,628	9,022	8,851	7,479	8,380	7,810	7,401	95,323	
CONCOURSE B															
Aer Lingus	I	2,638	1,720	2,613	3,135	2,816	3,853	3,768	3,528	2,431	727	0	0	27,229	0.2%
Aeroflot	I	691	355	408	383	787	716	708	843	708	693	448	561	7,301	0.1%
Air France	I	10,491	7,413	12,125	14,354	18,019	19,997	20,249	20,790	17,317	14,829	12,755	13,448	181,787	1.6%
Air India	D	0	0	0	0	0	0	0	0	0	0	0	1,055	1,055	0.0%
All Nippon	I	4,531	3,286	4,522	4,687	5,702	6,703	5,545	4,735	4,663	5,592	4,979	6,004	60,949	0.5%
Austrian	I	4,301	3,031	5,138	5,533	6,149	5,917	5,812	6,127	6,250	5,927	4,824	4,876	63,885	0.6%
Avianca	I	1,602	1,540	2,094	1,777	1,829	1,908	2,657	2,037	1,632	1,984	1,882	2,560	23,502	0.2%
British Airways (moved 4/22)	I	0	0	0	3,475	16,680	19,842	18,371	18,040	16,406	15,418	13,593	13,280	135,105	1.2%
Cayman	I	434	354	343	255	0	0	0	0	0	0	0	110	1,496	0.0%
Compass (Northwest)	D	3,053	3,013	4,388	4,404	7,160	8,903	11,215	10,921	9,552	7,261	7,712	7,478	85,060	0.7%
Continental	D	104	100	100	100	267	100	115	173	100	158	0	0	1,317	0.0%
Continental Express	D	1,067	1,106	1,990	1,942	2,158	1,739	1,359	1,159	991	1,124	4,781	6,055	25,471	0.2%
Copa	I	2,700	2,370	2,584	2,148	2,273	2,961	3,150	2,650	2,314	2,685	2,530	3,297	31,662	0.3%
Iberia	I	1,994	1,472	2,682	3,815	4,664	5,013	6,088	4,841	3,876	1,748	0	0	36,193	0.3%
Korean	I	6,020	4,619	4,918	5,426	6,323	7,316	7,051	7,115	5,686	5,892	5,512	6,936	72,814	0.6%
Northwest (moved 8/1/09)	D	4,307	2,066	4,756	6,157	2,588	3,106	3,706	0	0	0	0	0	26,686	0.2%
Northwest International (moved 8/1/09)	I	1,026	500	0	0	0	0	0	0	0	0	0	0	1,526	0.0%
Pinnacle (Northwest) (moved 8/18/09)	D	3,170	3,263	2,277	4,721	4,304	4,345	3,272	0	0	0	0	0	25,352	0.2%
KLM Royal Dutch	I	5,862	4,349	7,233	6,797	7,370	6,985	6,692	7,249	6,917	7,245	6,200	6,366	79,265	0.7%
Lufthansa (100%)	I	9,147	7,258	9,372	9,205	13,883	21,382	19,718	18,920	18,198	13,557	8,641	8,866	158,147	1.4%
Mexicana	I	0	0	0	0	0	0	0	0	0	0	0	1,853	1,853	0.0%
Qatar Amiri Air	I	6,686	5,768	6,268	6,467	7,450	7,479	7,437	8,098	7,077	8,194	7,812	9,325	88,061	0.8%
SAS	I	4,449	3,022	3,561	5,771	6,450	7,418	7,342	6,963	6,324	6,514	4,235	4,036	66,085	0.6%
Saudi Arabian	I	753	826	1,566	1,468	2,605	2,384	2,424	2,684	2,030	1,684	2,041	2,579	23,044	0.2%
South African	I	6,735	4,491	4,635	4,414	5,268	5,901	7,436	6,801	6,537	6,514	5,911	8,578	73,221	0.6%
Southwest	D	25,487	22,449	29,348	33,479	32,751	34,136	36,423	33,770	28,033	33,196	31,462	30,495	371,029	3.2%
Sun Country (MN Airlines)	D	0	0	0	744	2,331	3,045	3,189	3,227	2,658	0	0	0	15,194	0.1%
TACA (67%)	I	5,848	4,193	5,249	4,944	4,807	6,222	6,440	6,070	3,951	4,180	5,207	6,627	63,738	0.6%
Virgin Atlantic	I	5,087	3,755	4,271	6,467	6,511	10,592	11,191	10,207	7,652	6,716	5,735	6,594	84,778	0.7%
Subtotal Concourse B		118,183	92,319	122,441	142,068	171,145	197,963	201,358	186,948	161,303	151,838	136,260	150,979	1,832,805	15.9%

**WASHINGTON DULLES INTERNATIONAL AIRPORT
ENPLANEMENTS/MARKET SHARE**

2009

CARRIER/LOCATION		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
YTD		118,183	210,502	332,943	475,011	646,156	844,120	1,045,478	1,232,425	1,393,728	1,545,566	1,681,826	1,832,805		
Domestic		37,188	31,997	42,859	51,547	68,239	75,216	77,650	67,290	57,740	57,157	57,548	58,363	551,164	
International		80,995	60,322	79,582	90,521	102,906	122,747	123,708	119,658	103,563	94,681	78,712	92,616	1,281,641	
CONCOURSE B EXT.															
AirTran	D	9,911	7,730	9,741	12,106	11,698	12,527	13,224	12,693	9,298	10,500	8,652	9,084	127,164	1.1%
American	D	30,198	26,001	26,636	36,378	37,491	39,074	41,382	39,376	33,502	39,209	36,704	42,390	428,341	3.7%
Delta	D	26,261	18,230	23,165	26,804	24,414	27,320	30,490	29,265	24,217	26,881	23,793	15,932	296,772	2.6%
Delta Connection	D	9,077	10,227	12,635	11,075	14,659	15,341	15,288	12,094	9,421	10,627	9,682	12,270	142,396	1.2%
Delta International	I	564	517	518	505	319	478	500	417	0	0	207	488	4,513	0.0%
JetBlue	D	50,882	43,485	57,152	52,612	52,775	56,908	61,816	58,900	44,397	50,791	44,938	50,863	625,519	5.4%
JetBlue International	I	577	485	428	286	0	0	244	596	21	0	167	321	3,125	0.0%
Northwest (+ Pinnacle) (moved 8/1/09)	D	0	0	0	0	0	0	0	5,882	2,713	6,861	12,224	3,980	31,660	0.3%
Virgin America	D	15,526	13,632	19,132	20,871	20,108	22,257	22,597	20,734	20,198	21,370	20,603	20,768	237,796	2.1%
Subtotal Concourse B EXT.		142,996	120,307	149,407	160,637	161,464	173,905	185,541	179,957	143,767	166,239	156,970	156,096	1,897,286	16.5%
YTD		142,996	263,303	412,710	573,347	734,811	908,716	1,094,257	1,274,214	1,417,981	1,584,220	1,741,190	1,897,286		
Domestic		141,855	119,305	148,461	159,846	161,145	173,427	184,797	178,944	143,746	166,239	156,596	155,287	1,889,648	
International		1,141	1,002	946	791	319	478	744	1,013	21	0	374	809	7,638	
CONCOURSE C															
Air Canada (100%)	T	3,925	3,481	4,578	3,750	3,499	3,257	3,518	4,155	3,386	4,259	2,795	2,856	43,459	0.4%
United Express/Chautauqua (4%)	T	960	953	1,172	1,153	1,204	1,252	1,278	1,294	1,152	1,274	1,128	1,106	13,928	0.1%
United Express/GoJet (31%)	D	7,321	7,615	9,027	9,325	9,679	7,690	8,291	8,208	10,457	11,770	9,642	10,145	109,170	0.9%
United Express/TransStates (28%)	D	10,710	10,411	12,512	14,039	14,426	14,096	14,534	14,497	13,558	14,139	13,273	12,393	158,588	1.4%
United Express/Mesa (38%)	D	21,522	20,226	25,467	24,492	25,460	22,038	22,961	22,577	24,195	25,886	20,807	17,591	273,221	2.4%
United Express/Chautauqua (29%)	D	6,962	6,907	8,495	8,359	8,728	9,080	9,269	9,384	8,355	9,239	8,181	8,021	100,979	0.9%
United - Domestic (57%)	D	138,134	133,630	161,700	162,616	161,297	170,286	179,775	172,240	143,574	151,203	147,659	151,289	1,873,404	16.3%
United - International (67%)	I	73,478	60,743	77,799	77,792	82,549	90,328	89,542	90,171	81,985	83,595	75,111	84,133	967,226	8.4%
Subtotal Concourse C		263,012	243,965	300,749	301,526	306,842	318,028	329,169	322,526	286,663	301,365	278,596	287,535	3,539,975	30.7%
YTD		263,012	506,977	807,726	1,109,252	1,416,093	1,734,121	2,063,289	2,385,816	2,672,479	2,973,844	3,252,440	3,539,975		
Domestic		184,650	179,741	218,371	219,984	220,794	223,190	234,839	226,906	200,139	213,511	200,690	200,546	2,529,290	
International		78,363	64,224	82,377	81,542	86,048	94,837	94,339	95,620	86,524	87,854	77,906	86,989	1,010,685	
CONCOURSE D															
British Airways	I	14,885	9,515	12,773	10,425	0	0	0	0	0	0	0	0	47,598	0.4%
Ethiopian	I	3,228	2,122	2,994	2,703	3,706	4,318	4,051	4,100	3,839	3,361	3,501	4,218	42,141	0.4%
United Express/Shuttle America (61%)	D	20,738	20,448	23,878	24,890	25,651	26,071	28,489	26,370	19,982	23,052	23,808	21,113	284,491	2.5%
United Express/GoJet (8%)	D	1,889	1,965	2,329	2,406	2,498	1,985	2,140	2,118	2,699	3,037	2,488	2,618	28,173	0.2%
United Express/Shuttle America (16%)	T	5,439	5,364	4,663	6,528	6,728	6,838	7,473	6,917	5,241	6,046	6,245	5,538	73,020	0.6%
United Express/TransStates (2%)	D	765	744	894	1,003	1,030	1,007	1,038	1,035	968	1,010	948	885	11,328	0.1%
United Express/Mesa (9%)	D	5,097	4,790	6,032	5,801	6,030	5,220	5,438	5,347	5,730	6,131	4,928	4,166	64,710	0.6%
United Express/Chautauqua (4%)	D	960	953	1,172	1,153	1,204	1,252	1,278	1,294	1,152	1,274	1,128	1,106	13,928	0.1%
United - Domestic (43%)	D	104,207	100,809	121,984	122,675	121,680	128,461	135,620	129,936	108,311	114,065	111,392	114,131	1,413,269	12.3%
United - International (33%)	I	36,190	29,918	38,319	38,316	40,658	44,490	44,103	44,412	40,381	41,174	36,995	41,439	476,395	4.1%
Subtotal Concourse D		193,399	176,628	215,037	215,900	209,186	219,642	229,630	221,530	188,303	199,151	191,433	195,215	2,455,053	21.3%
YTD		193,399	370,026	585,064	800,964	1,010,150	1,229,792	1,459,422	1,680,952	1,869,255	2,068,406	2,259,839	2,455,053		
Domestic		133,656	129,709	156,288	157,928	158,093	163,996	174,004	166,101	138,842	148,570	144,692	144,020	1,815,899	
International		59,743	46,919	58,749	57,972	51,092	55,646	55,626	55,429	49,461	50,581	46,741	51,195	639,154	
MAIN TERMINAL															
H Gates (Hardstand)															
TACA International (33%)	I	2,880	2,065	2,586	2,435	2,368	3,065	3,172	2,989	1,946	2,059	2,565	3,264	31,394	0.3%
Subtotal H Gates		2,880	2,065	2,586	2,435	2,368	3,065	3,172	2,989	1,946	2,059	2,565	3,264	31,394	0.3%
YTD		2,880	4,945	7,531	9,966	12,334	15,398	18,570	21,560	23,506	25,565	28,130	31,394		
Domestic		0	0	0	0	0	0	0	0	0	0	0	0	0	
International		2,880	2,065	2,586	2,435	2,368	3,065	3,172	2,989	1,946	2,059	2,565	3,264	31,394	
TOTAL ALL PAX		842,753	754,511	933,751	970,472	1,003,680	1,057,813	1,123,065	1,085,327	927,762	979,761	905,503	928,316	11,512,714	100.0%
YTD TOTAL ALL PAX		842,753	1,597,264	2,531,015	3,501,487	4,505,167	5,562,980	6,686,045	7,771,372	8,699,134	9,678,895	10,584,398	11,512,714		

**WASHINGTON DULLES INTERNATIONAL AIRPORT
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2008

CARRIER/LOCATION		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
MAIN TERMINAL															
<i>T/Z Gates</i>															
USAirways	D	10,203	9,061	9,548	8,388	9,283	7,920	7,963	7,798	6,477	7,175	6,079	7,102	96,997	0.8%
USAirways Express/Republic	D	0	0	0	35	889	26	0	0	0	0	0	0	950	0.0%
USAirways Express/Colgan	D	1,029	273	0	0	0	0	0	0	0	0	0	0	1,302	0.0%
USAirways Express/Mesa	D	1,863	1,964	1,800	4,120	3,315	4,984	5,344	4,831	5,135	5,784	4,527	5,294	48,961	0.4%
USAirways Express/PSA	D	1,663	2,252	3,340	3,525	3,654	3,171	3,093	13,721	2,035	2,138	1,982	2,061	42,635	0.4%
America West	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Subtotal T Gates		14,758	13,550	14,688	16,068	17,141	16,101	16,400	26,350	13,647	15,097	12,588	14,457	190,845	1.6%
YTD		14,758	28,308	42,996	59,064	76,205	92,306	108,706	135,056	148,703	163,800	176,388	190,845		
Domestic		14,758	13,550	14,688	16,068	17,141	16,101	16,400	26,350	13,647	15,097	12,588	14,457	190,845	
International		0	0	0	0	0	0	0	0	0	0	0	0	0	
CONCOURSE A															
Air Canada (0%)	T	2,265	2,118	2,436	2,314	2,110	0	0	0	0	0	0	0	11,241	0.1%
United (Shuttle America) (16%)	D	29,436	23,964	28,627	29,719	32,170	7,229	7,500	7,647	5,481	6,076	5,476	5,617	188,943	1.6%
United (Shuttle America) (7%)	T	0	0	0	0	0	3,163	3,281	3,345	2,398	2,658	2,396	2,458	19,699	0.2%
United (Chautauqua) (18%)	T	0	0	0	0	0	5,399	5,594	5,870	5,332	5,900	4,753	4,765	37,611	0.3%
United (Colgan) (100%)	D	13,471	15,449	18,247	17,565	18,319	18,444	17,638	18,242	15,596	18,134	15,829	16,522	203,456	1.7%
United (Go Jet) (61%)	D	16,098	13,115	18,962	28,040	30,353	12,599	12,272	12,809	12,143	11,532	11,245	14,561	193,730	1.6%
United (Chautauqua) (45%)	D	6,243	5,471	6,269	6,280	6,774	13,496	13,985	14,674	13,329	14,749	11,882	11,912	125,064	1.1%
United (Mesa) (53%)	D	45,893	39,149	45,180	41,633	43,993	39,688	43,038	45,321	38,890	46,210	37,021	36,510	502,527	4.2%
United (TranStates) (70%)	D	4,985	4,793	5,396	6,471	7,362	34,610	36,593	36,716	29,324	31,633	29,468	27,307	254,658	2.1%
Subtotal Concourse A		118,390	104,059	125,117	132,022	141,080	134,627	139,902	144,624	122,494	136,892	118,068	119,652	1,536,928	13.0%
YTD		118,390	222,449	347,566	479,588	620,668	755,296	895,198	1,039,822	1,162,316	1,299,208	1,417,276	1,536,928		
Domestic		116,126	101,941	122,681	129,709	138,971	126,066	139,902	144,624	122,494	136,892	118,068	119,652	1,536,928	
International		2,265	2,118	2,436	2,314	0	8,561	0	0	0	0	0	0	0	
CONCOURSE B															
Aer Lingus	I	2,069	1,959	3,108	2,714	3,188	3,430	3,142	3,123	2,818	2,596	2,597	2,551	33,295	0.3%
Aeroflot	I	570	363	591	573	944	835	776	804	717	617	648	591	8,029	0.1%
Air France	I	10,942	8,216	12,873	12,431	18,108	19,290	18,740	19,042	15,642	14,825	12,041	13,914	176,064	1.5%
AirTran - MOVED	D	6,171	0	0	0	0	0	0	0	0	0	0	0	6,171	0.1%
All Nippon	I	5,654	4,476	5,629	4,548	5,760	6,580	5,604	4,960	4,398	5,331	4,625	5,367	62,932	0.5%
ASA (Delta Connection) - MOVED	D	573	0	0	0	0	0	0	0	0	0	0	0	573	0.0%
Austrian	I	0	0	6,100	5,901	8,313	8,097	8,433	8,000	7,844	6,852	5,589	5,713	70,842	0.6%
Avianca	I	0	0	0	0	1,109	2,537	2,309	1,338	1,338	1,731	1,497	2,307	12,828	0.1%
Cayman	I												499	499	0.0%
Comair (Delta Connection) - MOVED	D	1,902	0	0	0	0	0	0	0	0	0	0	0	1,902	0.0%
Commutair (Delta Connection) - MOVED	D	694	0	0	0	0	0	0	0	0	0	0	0	694	0.0%
Compass (Northwest)	D	0	0	4,061	5,042	4,613	6,992	7,285	6,782	4,951	5,194	2,744	4,332	51,996	0.4%
Continental	D	604	155	991		268	157	406	868	359	0	0	0	3,808	0.0%
Continental Express	D	7,940	7,884	9,667	9,031	9,625	9,184	10,262	9,565	4,063	1,547	1,160	1,066	80,994	0.7%
Copa	I	2,385	1,973	2,637	1,519	2,273	3,181	3,467	3,004	1,822	1,932	2,295	3,575	30,063	0.3%
Delta - MOVED	D	24,650	0	0	0	0	0	0	0	0	0	0	0	24,650	0.2%
Delta - MOVED	I	486	0	0	0	0	0	0	0	0	0	0	0	486	0.0%
Freedom (Delta Connection) - MOVED	D	2,891	0	0	0	0	0	0	0	0	0	0	0	2,891	0.0%
Iberia	I	0	0	2,813	2,590	4,375	5,664	4,970	5,534	3,599	2,541	1,826	2,594	36,506	0.3%
JetBlue - MOVED	D	26,913	0	0	0	0	0	0	0	0	0	0	0	26,913	0.2%
Korean	I	4,708	4,242	4,620	4,163	5,154	5,372	5,134	5,243	5,272	4,333	3,955	5,654	57,850	0.5%
Maxjet	I	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Northwest	D	13,995	13,429	12,704	10,557	13,955	9,385	8,587	6,909	5,129	7,871	10,732	6,732	119,985	1.0%
Pinnacle (Northwest)	D	1,596	1,132	1,336	1,388	639	1,139	1,397	2,085	2,751	2,949	1,211	2,332	19,955	0.2%
KLM Royal Dutch	I	5,912	5,253	6,367	6,342	7,536	7,063	6,615	7,134	6,944	6,791	6,045	6,572	78,574	0.7%
Lufthansa (100%)	I	12,374	10,242	13,847	16,132	21,154	21,713	18,827	13,244	14,113	14,148	9,185	8,461	173,440	1.5%

**WASHINGTON DULLES INTERNATIONAL AIRPORT
ENPLANEMENTS/MARKET SHARE**

2008

CARRIER/LOCATION		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
Qatar Amiri Air	I	6,078	5,124	6,235	5,480	7,405	9,137	8,063	8,529	5,876	7,163	7,920	8,221	85,231	0.7%
SAS	I	4,355	4,137	4,936	6,019	7,571	7,342	7,740	6,848	6,828	7,257	4,614	3,465	71,112	0.6%
SkyWest (Delta Connection) MOVED	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
South African	I	7,608	6,272	7,493	6,717	7,946	7,315	8,571	6,578	6,169	5,811	5,786	5,818	82,084	0.7%
Southwest	D	26,366	27,817	37,733	36,330	39,470	39,622	39,963	36,562	26,707	32,569	25,342	27,817	396,298	3.3%
Sun Country (MN Airlines)	D	1,380	837	3,113	2,101	2,933	3,277	3,235	3,102	845	0	0	0	20,823	0.2%
TACA (67%)	I	6,832	5,315	6,912	4,361	4,797	6,593	6,548	6,173	3,745	3,998	5,590	7,386	68,251	0.6%
Virgin Atlantic	I	5,415	4,059	6,642	8,640	8,292	13,615	11,510	10,891	7,736	7,049	5,684	6,034	95,567	0.8%
Subtotal Concourse B		191,063	112,885	160,408	152,579	184,319	196,092	191,812	177,289	139,666	143,105	121,086	131,001	1,901,306	16.0%
YTD		191,063	303,948	464,356	616,936	801,255	997,347	1,189,158	1,366,447	1,506,113	1,649,218	1,770,305	1,901,306		
Domestic		115,675	51,254	69,605	72,940	84,191	69,756	87,075	81,716	57,586	61,254	50,101	53,392	878,328	
International		75,388	61,631	90,803	79,639	100,128	126,336	104,737	95,573	82,080	81,851	70,985	77,609	1,022,978	
CONCOURSE B EXT.															
AirTran	D	6,171	13,806	16,905	16,561	18,029	18,344	17,232	16,017	10,999	14,067	13,572	12,018	173,721	1.5%
American (AS OF 6/25)	D	0	0	0	0	0	9,369	46,590	41,886	30,701	35,868	30,807	37,172	232,393	2.0%
Delta	D	0	22,170	27,563	22,854	22,119	30,783	33,095	31,401	27,193	32,524	28,778	30,615	309,095	2.6%
Delta Connection	D	0	6,809	11,968	11,753	15,135	14,785	16,420	16,448	7,295	9,251	8,138	10,966	128,968	1.1%
Delta International	I	0	566	651	528	604	512	495	499	0	0	369	513	4,737	0.0%
JetBlue	D	26,913	52,776	67,799	63,107	67,138	74,140	79,274	67,138	46,353	53,062	48,458	58,181	704,339	5.9%
Virgin America	D	4,915	8,007	13,454	13,630	18,954	19,791	20,448	18,425	16,216	18,726	17,482	19,286	189,334	1.6%
Subtotal Concourse B EXT.		37,999	104,134	138,340	128,433	141,979	167,724	213,554	191,814	138,757	163,498	147,604	168,751	1,742,587	14.7%
YTD		37,999	142,133	137,689	127,905	141,375	167,212	213,059	191,315	138,757	163,498	147,235	168,238	1,737,850	
Domestic		37,999	103,568	137,689	127,905	141,375	167,212	213,059	191,315	138,757	163,498	147,235	168,238	1,737,850	
International		0	566	651	528	604	512	495	499	0	0	369	513	4,737	
CONCOURSE C															
Air Canada (100%)	T	2,265	2,118	2,436	2,314	2,110	3,372	3,534	4,193	3,785	4,272	3,637	3,829	37,863	0.3%
United Express/Chautauqua (4%)	T	0	0	0	0	0	1,200	1,243	1,304	1,184	1,311	1,056	1,059	8,357	0.1%
United Express/GoJet (31%)	D	0	0	0	0	0	6,403	6,237	6,510	6,171	5,861	5,715	7,400	44,295	0.4%
United Express/TransStates (28%)	D	13,038	12,535	14,112	16,925	19,254	13,844	14,637	14,686	11,730	12,653	11,787	10,923	166,124	1.4%
United Express/Mesa (38%)	D	19,446	16,589	19,144	17,641	18,641	28,456	30,858	32,495	27,884	33,131	26,543	26,177	297,004	2.5%
United Express/Chautauqua (29%)	D	4,028	3,530	4,045	4,052	4,370	8,698	9,013	9,457	8,590	9,505	7,657	7,677	80,619	0.7%
United - Domestic (57%)	D	149,023	148,555	186,052	172,884	176,806	169,801	174,552	167,746	135,945	152,749	138,243	157,632	1,929,988	16.3%
United - International (67%)	I	65,410	61,400	74,388	67,256	75,265	83,775	81,029	80,564	76,079	77,971	74,828	80,964	898,929	7.6%
Subtotal Concourse C		253,208	244,727	300,176	281,071	296,446	315,548	321,102	316,955	271,367	297,452	269,467	295,661	3,463,180	29.2%
YTD		253,208	497,935	798,111	1,079,183	1,375,628	1,691,177	2,012,279	2,329,233	2,600,600	2,898,052	3,167,519	3,463,180		
Domestic		185,534	181,209	223,353	211,502	219,071	227,201	236,539	232,197	191,503	215,210	191,001	210,868	2,526,387	
International		67,674	63,518	76,824	69,569	77,375	88,347	84,563	84,757	79,864	82,243	78,465	84,793	936,792	
CONCOURSE D															
Austrian (MOVED 3/1)	I	5,130	4,849	0	0	0	0	0	0	0	0	0	0	9,979	0.1%
American (MOVED 6/25)	D	33,156	31,036	37,217	35,441	41,037	34,488	0	0	0	0	0	0	212,375	1.8%
American Eagle	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
American Conn/Chautauqua (MOVED 6/25)	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
American Conn/TransStates (MOVED 6/25)	D	2,011	1,901	3,588	3,070	3,528	2,988	0	0	0	0	0	0	17,086	0.1%
British Airways	I	11,431	9,639	13,034	14,475	19,337	22,118	19,280	18,039	15,476	16,244	13,386	16,983	189,442	1.6%
Ethiopian	I	3,662	2,630	3,289	3,303	4,407	4,467	4,521	4,482	4,036	3,064	2,982	4,112	44,955	0.4%
Iberia (MOVED 3/1)	I	1,965	1,175	0	0	0	0	0	0	0	0	0	0	3,140	0.0%
United Express/Chautauqua (0%)	T	6,701	8,693	9,960	9,978	10,762	0	0	0	0	0	0	0	46,094	0.4%
United Express/Shuttle America (61%)	D	0	0	0	0	0	27,560	28,596	29,153	20,898	23,166	20,877	21,416	171,665	1.4%
United Express/GoJet (8%)	D	0	0	0	0	0	1,652	1,609	1,680	1,593	1,512	1,475	1,910	11,431	0.1%
United Express/Shuttle America (16%)	T	4,321	5,991	7,157	7,430	8,042	7,229	7,500	7,647	5,481	6,076	5,476	5,617	77,968	0.7%
United Express/TransStates (2%)	D	20,323	19,540	21,999	26,383	30,013	989	1,046	1,049	838	904	842	780	124,705	1.1%
United Express/Mesa (9%)	D	12,445	10,617	12,252	11,290	11,930	6,739	7,308	7,696	6,604	7,847	6,287	6,200	107,216	0.9%
United Express/Chautauqua (4%)	D	9,868	8,648	9,909	9,926	10,707	1,200	1,243	1,304	1,185	1,311	1,056	1,059	57,417	0.5%

**WASHINGTON DULLES INTERNATIONAL AIRPORT
ENPLANEMENTS/MARKET SHARE**

2008

CARRIER/LOCATION		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
United - Domestic (43%)	D	99,348	99,037	124,034	115,256	117,871	128,096	131,679	126,545	102,555	115,231	104,289	118,916	1,382,857	11.7%
United - International (33%)	I	43,606	40,934	49,592	44,837	50,177	41,263	39,910	39,681	37,472	38,403	36,856	39,878	502,608	4.2%
Virgin America - MOVED	D	4,914	0	0	0	0	0	0	0	0	0	0	0	4,914	0.0%
Subtotal Concourse D		258,883	244,689	292,032	281,390	307,811	278,788	242,693	237,275	196,137	213,759	193,524	216,871	2,963,852	25.0%
YTD		258,883	503,572	795,604	1,076,993	1,384,804	1,663,592	1,906,285	2,143,561	2,339,698	2,553,457	2,746,981	2,963,852		
Domestic		182,066	170,778	209,000	201,367	215,086	203,712	171,481	167,427	133,672	149,971	134,825	150,281	2,089,667	
International		76,816	73,911	83,032	80,023	92,725	75,076	71,211	69,848	62,465	63,788	58,700	66,590	874,186	
MAIN TERMINAL															
H Gates (Hardstand)															
Saudi Arabian	I	867	779	1,209	1,434	2,518	2,841	2,187	2,751	1,920	1,086	1,349	1,844	20,785	0.2%
Ethiopian	I	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Lloyd Aereo Boliviano	I	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
TACA International (33%)	I	3,365	2,618	3,405	2,148	2,363	3,247	3,225	3,040	1,845	1,969	1,836	3,638	32,698	0.3%
Subtotal H Gates		4,232	3,397	4,614	3,582	4,881	6,088	5,412	5,791	3,765	3,055	3,185	5,482	53,483	0.5%
YTD		4,232	7,629	12,243	15,824	20,705	26,793	32,206	37,997	41,762	44,817	48,001	53,483		
Domestic		0	0	0	0	0	0	0	0	0	0	0	0	0	
International		4,232	3,397	4,614	3,582	4,881	6,088	5,412	5,791	3,765	3,055	3,185	5,482	53,483	
TOTAL ALL PAX		878,533	827,441	1,035,375	995,145	1,093,657	1,114,969	1,130,875	1,100,098	885,833	972,858	865,522	951,875	11,852,181	100.0%
YTD TOTAL ALL PAX		878,533	1,705,974	2,741,349	3,736,494	4,830,151	5,945,120	7,075,995	8,176,093	9,061,926	10,034,784	10,900,306	11,852,181		
Domestic		652,158	622,300	777,016	759,490	815,835	810,048	864,457	843,629	657,660	741,922	653,818	716,888	8,960,005	75.6%
YTD Domestic		652,158	1,274,458	2,051,474	2,810,964	3,626,799	4,436,847	5,301,303	6,144,933	6,802,593	7,544,514	8,198,333	8,915,220		
International		226,375	205,141	258,359	235,655	275,713	431,256	266,418	256,469	228,173	230,936	211,704	234,987	3,061,187	25.8%
YTD International		226,375	431,516	689,875	925,530	1,201,243	1,632,499	1,898,917	2,155,386	2,383,559	2,614,496	2,826,200	3,061,187		
2007 Enplanements		939,525	819,826	1,084,393	1,068,381	1,096,253	1,120,257	1,115,659	1,096,953	935,151	1,018,904	969,358	969,325	12,233,985	
% Difference		-6.5%	0.9%	-4.5%	-6.9%	-0.2%	-0.5%	1.4%	0.3%	-5.3%	-4.5%	-10.7%	-1.8%	-3.1%	
2006 Enplanements		811,094	754,252	943,341	955,447	981,634	1,011,863	1,026,441	994,825	875,577	988,933	990,433	1,025,868	11,043,098	
% Difference		8.3%	9.7%	9.8%	4.2%	11.4%	10.2%	10.2%	10.6%	1.2%	-1.6%	-12.6%	-7.2%	-18.9%	
2005 Enplanements		974,335	933,095	1,184,694	1,127,515	1,225,610	1,244,313	1,286,038	1,224,434	1,062,783	1,086,433	985,761	1,022,104	13,357,115	
% Difference		-9.8%	-11.3%	-12.6%	-11.7%	-10.8%	-10.4%	-12.1%	-10.2%	-16.6%	-10.5%	-100.0%	-100.0%	-94.1%	

Regional service:



WASHINGTON DULLES INTERNATIONAL AIRPORT

ENPLANEMENTS/MARKET SHARE

2007

CARRIER/LOCATION		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
MAIN TERMINAL															
T/Z Gates															
USAirways	D	8,071	8,488	9,977	9,553	7,131	7,862	8,772	9,004	9,937	10,618	10,302	10,163	109,878	0.9%
USAirways Express/Republic	D	0	0	0	0	0	0	0	0	0	0	0	105	105	
USAirways Express/Colgan	D	1,918	1,873	2,400	2,361	2,384	2,800	2,392	2,377	2,097	1,616	1,335	1,177	24,730	
USAirways Express/Mesa	D	620	799	1,322	1,745	2,382	2,583	2,372	2,563	1,639	2,171	2,594	1,674	22,464	
USAirways Express/Air Wisconsin	D	0	0	0	0	0	0	0	0	0	0	0	0	0	
USAirways Express/PSA	D	1,863	1,805	1,986	1,957	1,752	2,243	2,279	2,225	1,942	1,849	1,712	1,940	23,553	0.2%
America West	D	4,134	3,589	5,754	5,966	8,699	3,876	3,443	3,761	0	0	0	0	39,222	
Subtotal T Gates		16,606	16,554	21,439	21,582	22,348	19,364	19,258	19,930	15,615	16,254	15,943	15,059	219,952	1.8%
YTD		16,606	33,160	54,599	76,181	98,529	117,893	137,151	157,081	172,696	188,950	204,893	219,952		
Domestic		16,606	16,554	21,439	21,582	22,348	19,364	19,258	19,930	15,615	16,254	15,943	15,059	219,952	
International		0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONCOURSE A															
Independence Air (78%)	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
United (Shuttle America) (100%)	D	29,780	25,140	33,106	32,809	34,455	34,405	34,478	34,630	27,645	31,271	28,528	29,695	375,942	
United (Colgan) (100%)	D	11,595	10,606	13,288	13,194	13,692	13,488	13,367	14,536	13,060	14,348	13,832	11,961	156,967	
United (Go Jet) (100%)	D	12,930	12,682	18,372	17,027	18,526	18,677	18,947	19,449	19,298	22,337	25,268	23,537	227,050	
United (Chautauqua) (31%)	D	3,149	2,791	3,761	3,970	4,428	7,513	8,315	8,612	7,012	7,206	8,376	6,396	71,530	
United (Mesa) (59%)	D	74,441	60,925	77,755	75,952	76,533	64,606	60,765	59,268	50,756	54,471	53,061	46,218	754,752	
United (TransStates) (13%)	D	6,159	5,013	6,390	6,224	6,169	5,385	5,386	5,599	6,246	6,530	4,955	4,713	68,768	
Atlantic Coast	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Subtotal Concourse A		138,054	117,157	152,672	149,177	153,803	144,074	141,258	142,095	124,016	136,163	134,020	122,520	1,655,009	13.5%
YTD		138,054	255,211	407,883	557,060	710,863	854,937	996,195	1,138,290	1,262,306	1,398,469	1,532,489	1,655,009		
Domestic		138,054	117,157	152,672	149,177	153,803	144,074	141,258	142,095	124,016	136,163	134,020	122,520	1,655,009	
International		0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONCOURSE B															
Aeroflot	I	317	324	353	457	773	1059	763	657	1001	518	458	676	7,356	0.1%
Air France	I	11,474	8,132	15,048	15,773	18,872	21,651	20,339	20,630	18,767	15,352	12,978	13,562	192,578	1.6%
AirTran	D	12,853	12,609	17,956	18,002	19,069	21,513	20,309	20,100	12,904	15,742	16,887	16,250	204,194	1.7%
All Nippon	I	5,174	3,785	5,377	4,463	6,558	7,112	5,815	5,233	4,943	5,534	5,752	6,106	65,852	0.5%
ASA (Delta Connection)	D	327	190	246	497	2,211	484	1,732	1,936	1,056	365	431	1,015	10,490	0.1%
Comair (Delta Connection)	D	5,368	4,825	7,745	7,739	8,387	8,204	7,053	5,966	3,248	2,738	4,256	1,884	67,413	0.5%
Commutair (Delta Connection)	D	0	265	578	595	608	530	559	560	477	595	978	878	6,623	0.1%
Compass (Northwest)	D	0	0	0	0	2,633	2,804	2,602	1,916	0	0	0	0	9,955	0.1%
Continental	D	2,825	2,959	238	1,416	192	165	100	0	1,380	3,053	3,884	4,203	20,415	0.2%
Continental Express	D	7,265	6,485	10,289	9,214	9,863	11,099	10,315	10,383	7,948	7,386	6,809	6,898	103,954	0.8%
Copa	I	0	0	0	0	0	0	1,940	2,713	1,528	1,498	1,889	3,136	12,704	
Delta	D	25,327	24,330	34,377	31,203	28,258	37,832	36,560	35,289	24,996	32,196	30,659	27,480	368,507	3.0%
Delta	I	534	554	678	505	494	647	506	310	0	0	369	626	5,223	0.0%
Freedom (Delta Connection)	D	0	0	0	0	0	153	826	1,707	2,731	3,909	2,619	4,038	15,983	0.1%
JetBlue	D	56,758	50,940	73,356	69,965	69,035	73,207	75,095	66,026	53,154	61,332	63,733	64,379	776,980	6.3%
Korean	I	4,328	4,358	4,796	4,567	6,500	6,819	6,712	6,358	4,888	5,027	4,475	4,961	63,789	0.5%
Maxjet	I	260	0	0	0	381	1,117	905	750	803	788	0	0	5,004	0.0%
Northwest	D	13,042	10,412	13,018	14,958	17,929	16,653	15,176	18,634	19,339	22,968	19,751	17,314	199,194	1.6%
Pinnacle (Northwest)	D	1,552	2,028	4,160	3,676	92	0	100	0	0	0	1,127	1,821	14,556	0.1%
KLM Royal Dutch	I	6,083	4,643	6,099	6,302	6,806	6,604	8,240	8,947	8,463	7,978	6,185	6,683	83,033	0.7%
Lufthansa (67%)	I	8,155	6,715	10,978	12,638	14,755	14,711	13,645	11,947	13,137	12,720	8,578	8,492	136,470	1.1%
Qatar Amiri Air	I	0	0	0	0	0	0	2,274	4,598	2,919	3,439	5,125	7,486	25,841	
SAS	I	4,001	3,659	4,036	5,304	6,787	7,397	7,582	6,585	6,447	6,263	4,430	3,760	66,251	0.5%
SkyWest (Delta Connection)	D	0	0	0	0	0	0	0	456	179	18	0	0	653	
South African	I	6,688	5,247	7,453	6,336	8,295	7,106	10,343	6,896	7,236	7,012	7,025	7,967	87,604	0.7%
Southwest	D	24,503	21,334	29,327	32,240	33,180	38,209	38,662	37,391	25,412	30,338	28,103	30,278	368,977	3.0%
Sun Country (MN Airlines)	D	1,096	766	1,314	2,070	2,563	3,683	4,093	4,194	2,780	3,314	2,679	2,871	31,423	
TACA (67%)	I	0	0	0	5,433	5,447	7,263	8,070	7,371	5,144	6,055	7,255	8,789	60,827	
USAirways Express/Mesa	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
USAirways Express/PSA	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Virgin Atlantic	I	5,731	4,890	6,023	6,841	12,128	14,889	11,575	10,520	9,450	9,098	6,595	6,579	104,319	0.9%
Subtotal Concourse B		203,661	179,450	253,445	260,194	281,817	310,910	311,891	298,073	240,329	265,236	253,030	258,132	3,116,168	25.4%
YTD		151,703	137,114	193,178	197,197	199,181	214,536	213,288	219,959	166,481	195,005	192,666	192,666	2,308,916	
Domestic		151,703	137,114	193,178	197,197	199,181	214,536	213,288	219,959	166,481	195,005	192,666	192,666	2,308,916	
International		51,958	42,336	60,267	62,997	82,635	96,374	98,603	78,117	73,849	69,442	56,694	65,466	807,252	

WASHINGTON DULLES INTERNATIONAL AIRPORT

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2007

CARRIER/LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %	
MAIN TERMINAL															
H Gates (Hardstand)															
Saudi Arabian	I	411	387	530	662	2,209	2,261	2,119	2,422	1,858	710	786	2,121	16,476	0.1%
Ethiopian	I	2,476	1,969	0	0	0	0	0	0	0	0	0	0	4,445	0.0%
Lloyd Aereo Boliviano	D	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Lloyd Aereo Boliviano	I	415	449	181	0	0	0	0	0	0	0	0	0	1,045	0.0%
Alitalia	I	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
TACA International (33%)	I	9,383	7,904	10,257	2,676	2,683	3,577	3,975	3,630	2,533	2,983	3,574	4,329	57,504	0.5%
Subtotal H Gates		12,685	10,709	10,968	3,338	4,892	5,838	6,094	6,052	4,391	3,693	4,360	6,450	79,470	0.6%
YTD		12,685	23,394	34,362	37,700	42,592	48,430	54,524	60,576	64,968	68,660	73,020	79,470		
Domestic		0	0	0	0	0	0	0	0	0	0	0	0	0	0
International		12,685	10,709	13,931	5,851	4,892	5,838	6,094	6,052	4,391	3,693	4,360	6,450	79,470	
TOTAL ALL PAX		939,525	820,649	1,084,174	1,068,288	1,101,696	1,129,242	1,122,381	1,104,972	935,281	1,018,922	969,358	969,026	12,263,514	100.0%
YTD TOTAL ALL PAX		939,525	1,760,174	2,844,348	3,912,636	5,014,332	6,143,574	7,265,955	8,370,927	9,306,208	10,325,130	11,294,488	12,263,514		
Domestic		742,593	650,025	860,244	849,662	837,605	838,091	838,938	863,068	703,653	792,178	766,185	746,311	9,488,553	77.4%
YTD Domestic		742,593	1,392,618	2,252,862	3,102,524	3,940,129	4,778,220	5,617,158	6,480,226	7,183,878	7,976,057	8,742,242	9,488,553		
International		196,932	170,624	226,893	221,139	264,091	291,151	283,443	241,904	231,628	226,744	203,173	222,715	2,780,437	22.7%
YTD International		196,932	367,556	594,449	815,588	1,079,679	1,370,830	1,654,273	1,896,177	2,127,806	2,354,549	2,557,722	2,780,437		
2006 Enplanements		811,094	754,252	943,341	955,447	981,634	1,011,863	1,026,441	994,825	875,577	988,933	990,433	1,025,868	11,043,098	
% Difference		15.8%	8.8%	14.9%	11.8%	12.2%	11.6%	9.3%	11.1%	6.8%	3.0%	-2.1%	-5.5%	11.1%	
2005 Enplanements		974,335	933,095	1,184,694	1,127,515	1,225,610	1,244,313	1,286,038	1,224,434	1,062,783	1,086,433	985,761	1,022,104	13,357,115	
% Difference		-3.8%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-94.1%	
2004 Enplanements		625,304	623,798	772,245	811,855	840,893	982,525	1,033,335	1,039,702	945,891	1,083,017	991,251	1,024,505	10,774,320	
% Difference		49.9%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-92.7%	

Regional service:



EXHIBIT B.

**FOREIGN CURRENCY EXCHANGE/BUSINESS SERVICES REVENUES
(2007 – 2011)**

FOREIGN CURRENCY EXCHANGE TRANSACTION HISTORY

LEASE YEARS: 2007-2011

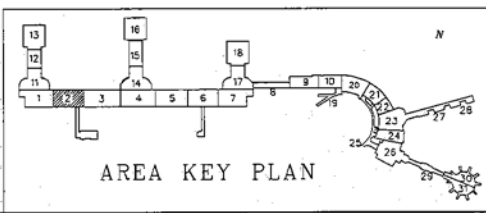
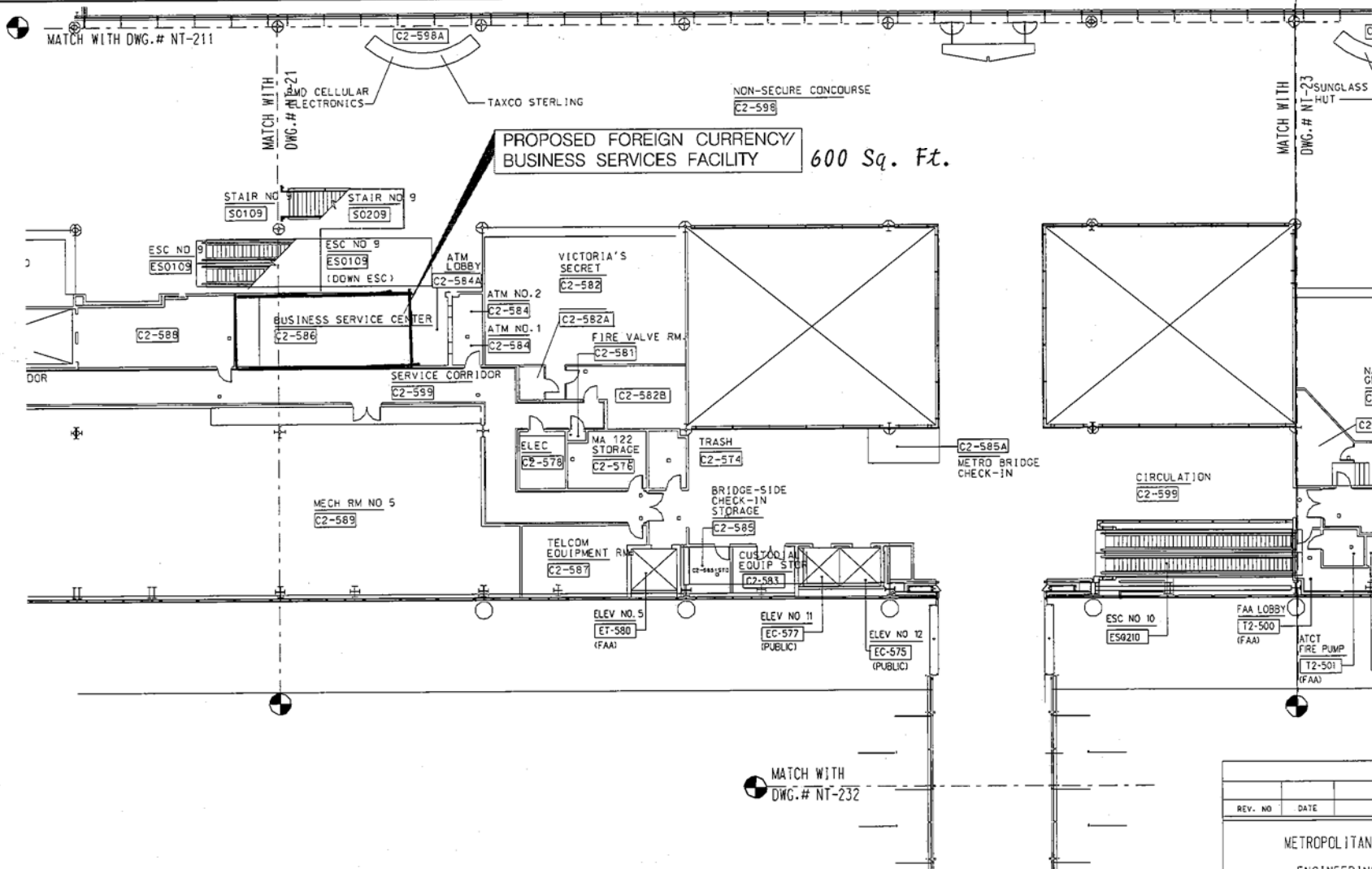
Ronald Reagan Washington National Airport	
LY 2011	\$275,402
LY 2010	\$230,213
LY 2009	\$223,717
LY2008	\$259,315
LY2007	\$242,313

Washington Dulles International Airport	
LY 2011	\$5,412,208
LY 2010	\$5,110,210
LY 2009	\$4,403,440
LY2008	\$4,863,118
LY2007	\$4,441,938

NOTE: LY = LEASE YEAR

EXHIBIT C.

PREMISES, NATIONAL AIRPORT

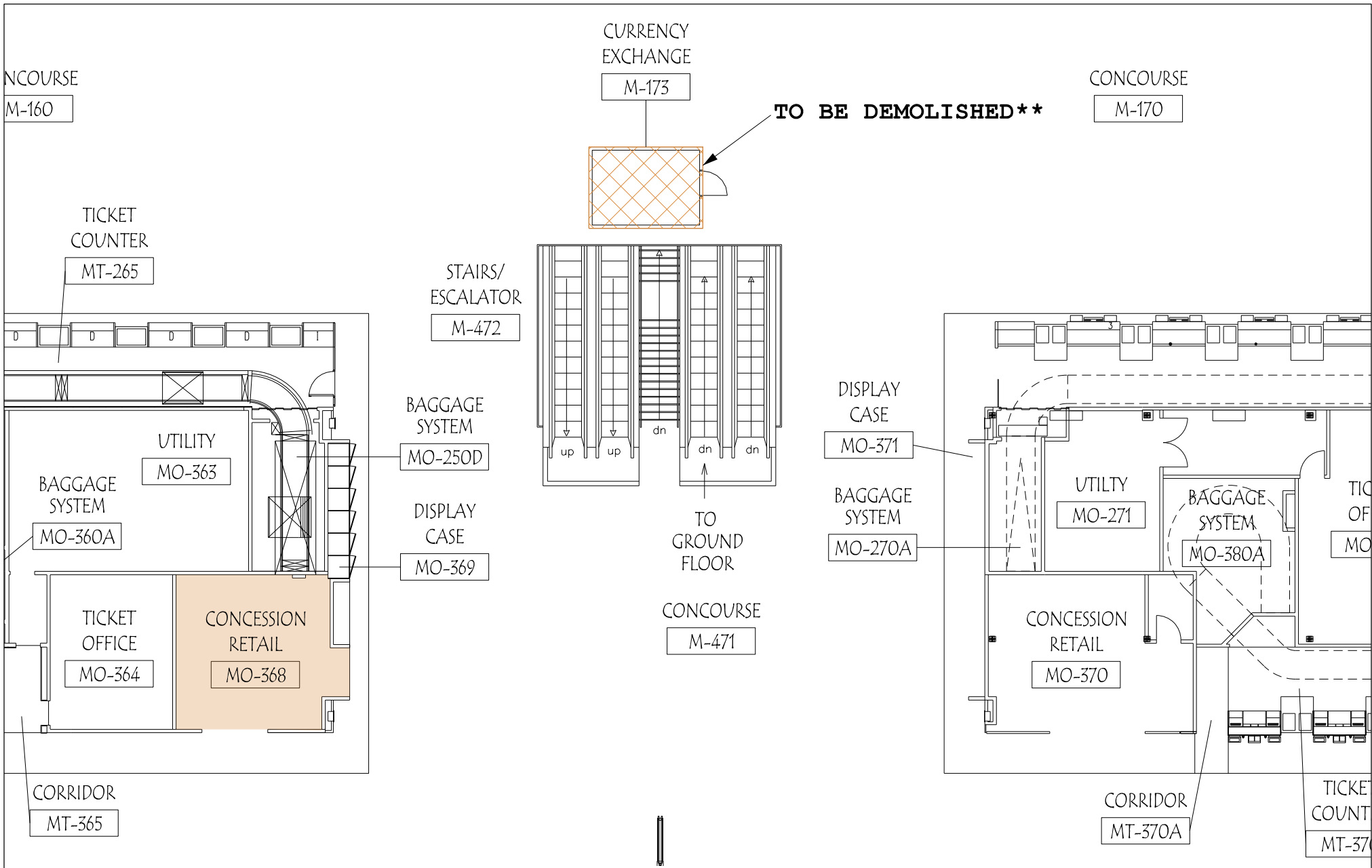


CREATED APRIL 23, 2003

CURRENT REVISION				
REV. NO	DATE	DESCRIPTION	CHECKED	APPROVED
METROPOLITAN WASHINGTON AIRPORTS AUTHORITY ENGINEERING AND MAINTENANCE DEPARTMENT RONALD REAGAN WASHINGTON NATIONAL AIRPORT				
ATM MACHINE LOCATIONS TERMINAL 'B' & 'C' CONCOURSE LEVEL-AREA 2				
REVIEWED BY			APPROVED (MA-120)	
130A				
130B				
126				
DRAWN		ISSUED BY		PAGE
FACILITIES ENGINEERING				NT-22

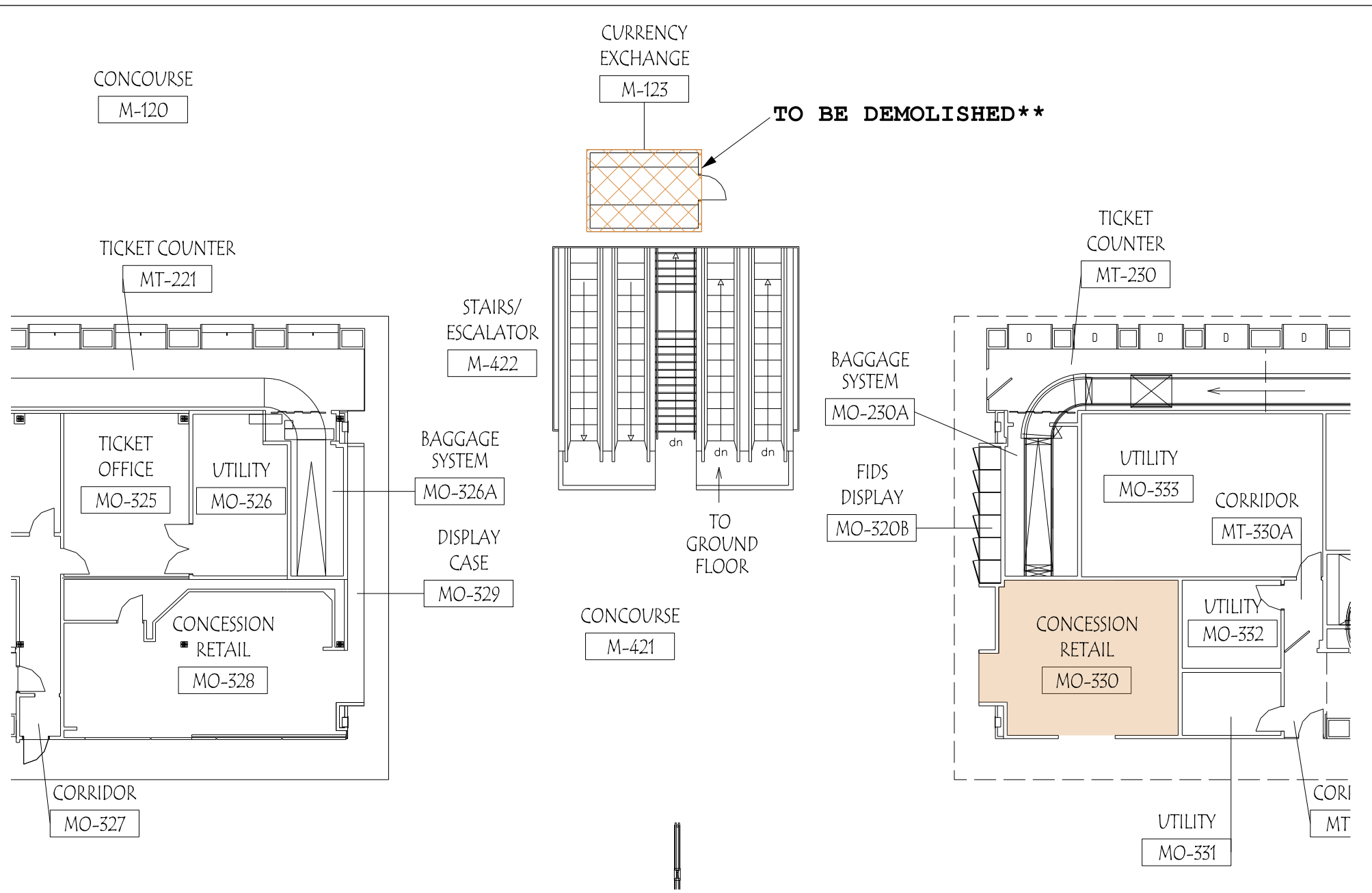
EXHIBIT D.

PREMISES, DULLES AIRPORT



**** CURRENCY EXCHANGE TO BE RELOCATED SPACE MO-368.**

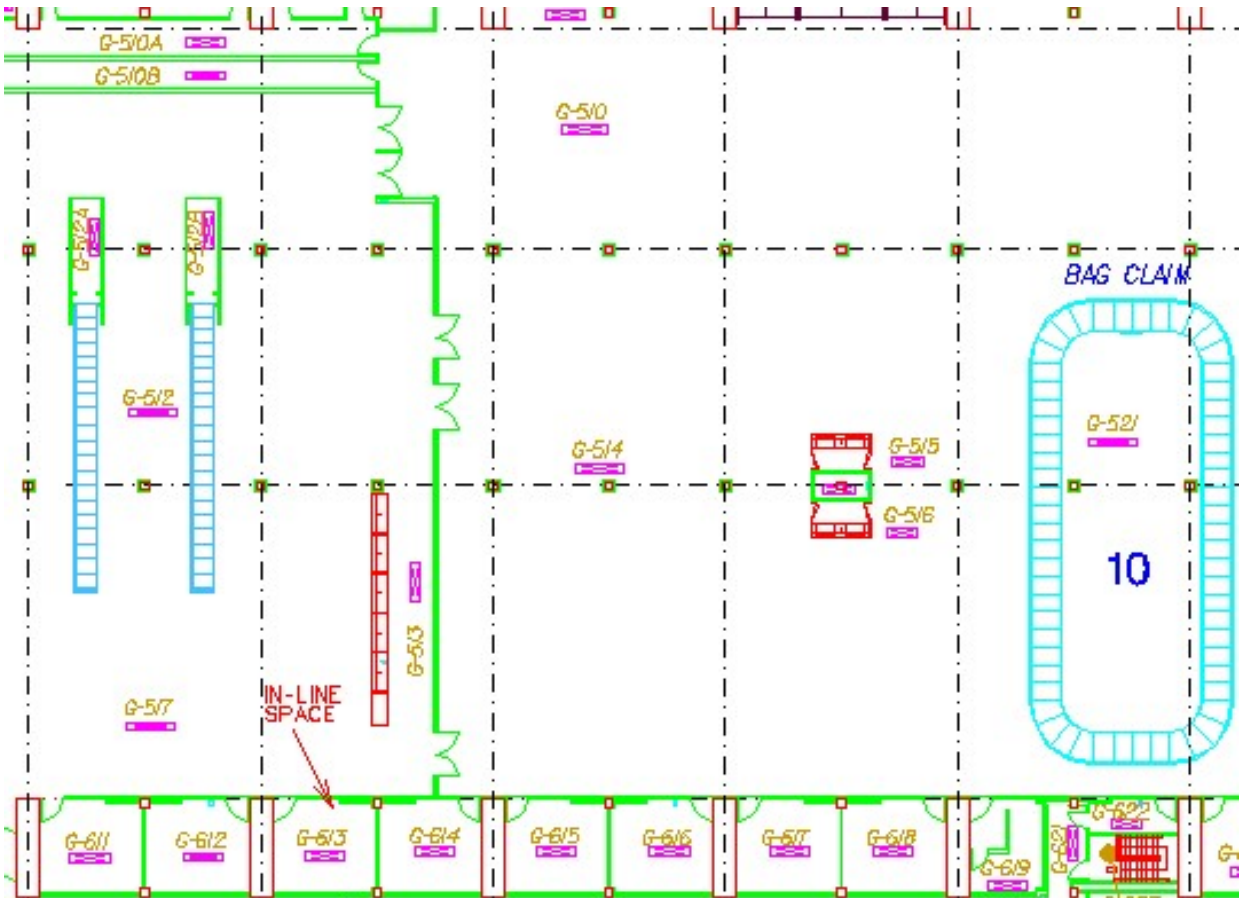
MAIN TERMINAL BUILDING CONCOURSE LEVEL - EAST



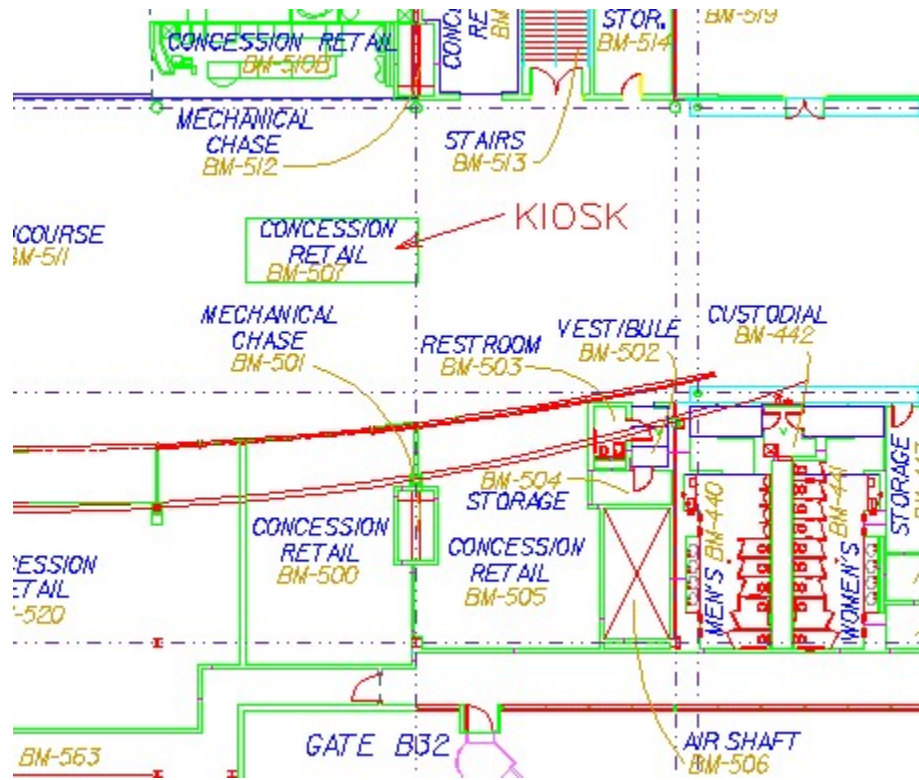
**** CURRENCY EXCHANGE TO BE RELOCATED SPACE MO-330.**

MAIN TERMINAL BUILDING CONCOURSE LEVEL - WEST

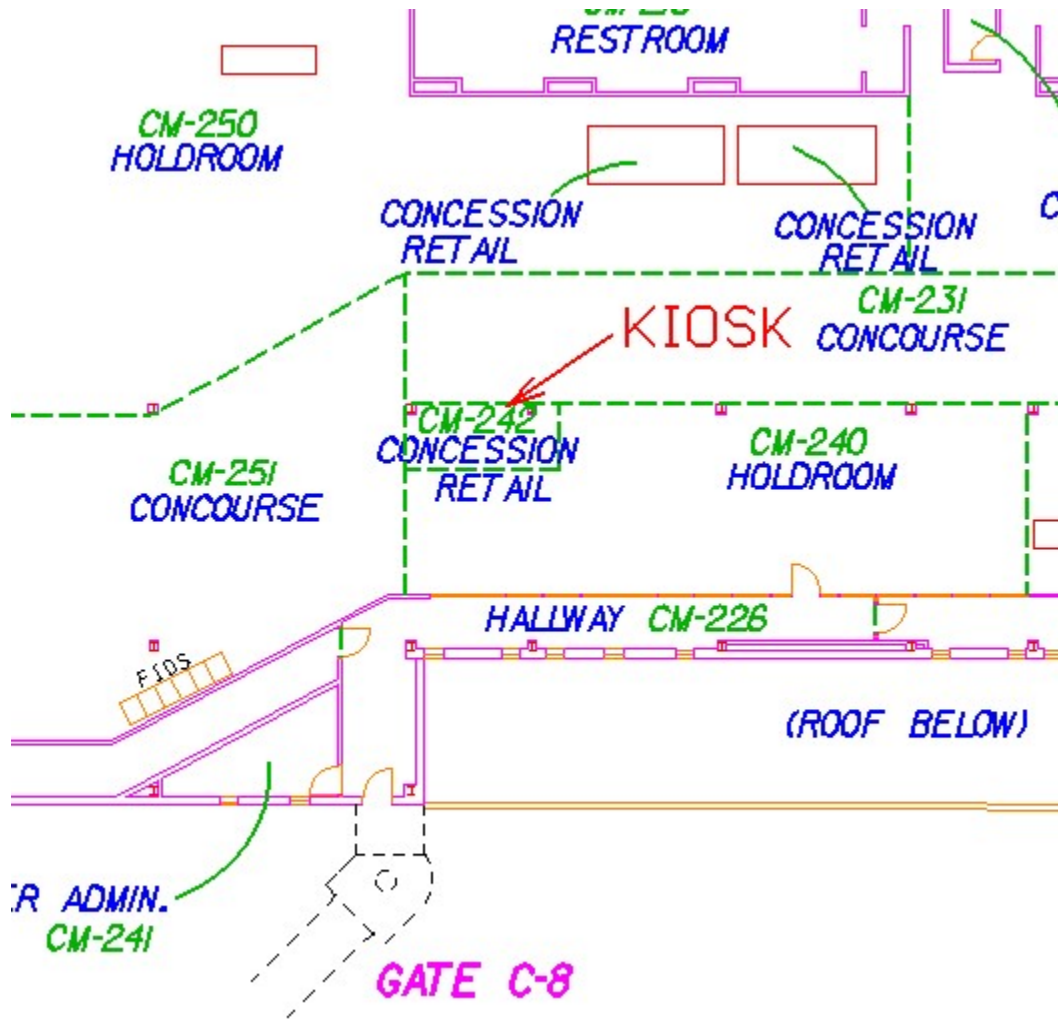
**Location
Main Terminal
West Side – IAB Area**



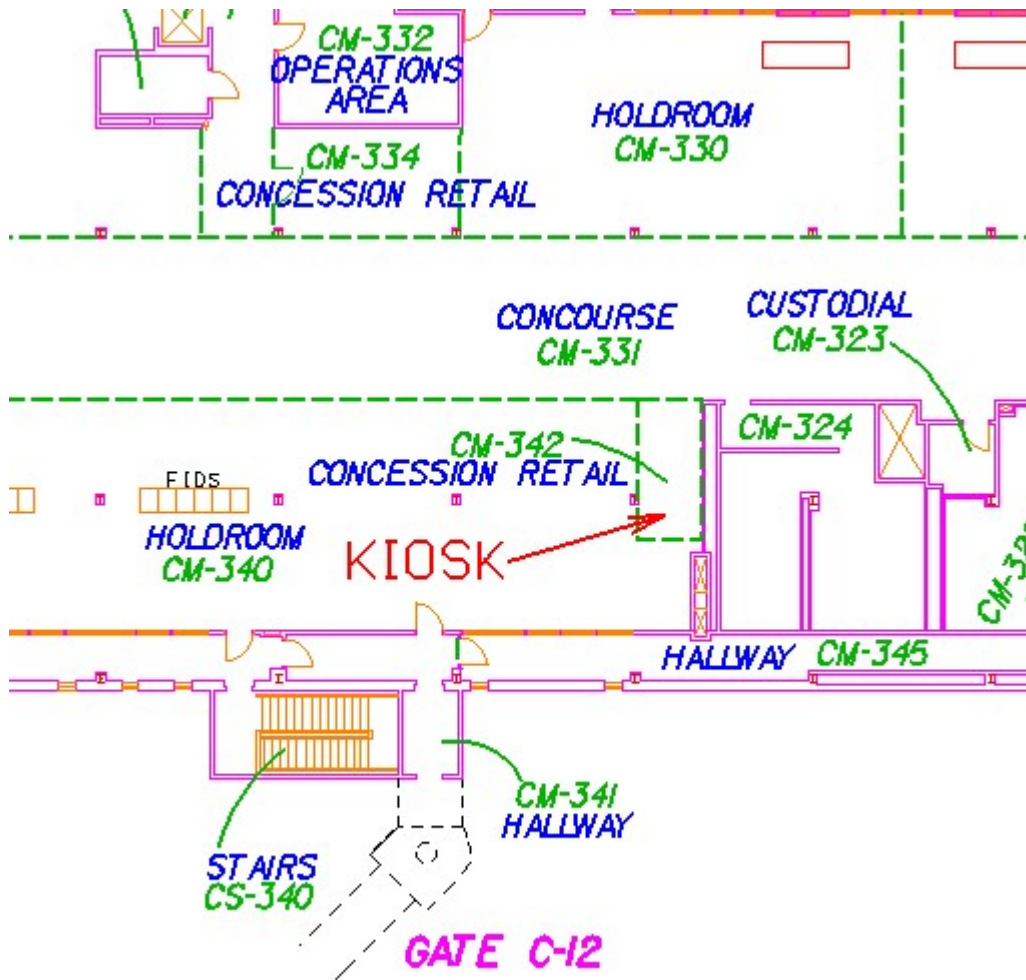
Kiosk
Location
Concourse A



Kiosk
Location
Concourse C Gate 8



Kiosk
Location
Concourse C Gate 12



Kiosk
Location
Concourse D Rotunda

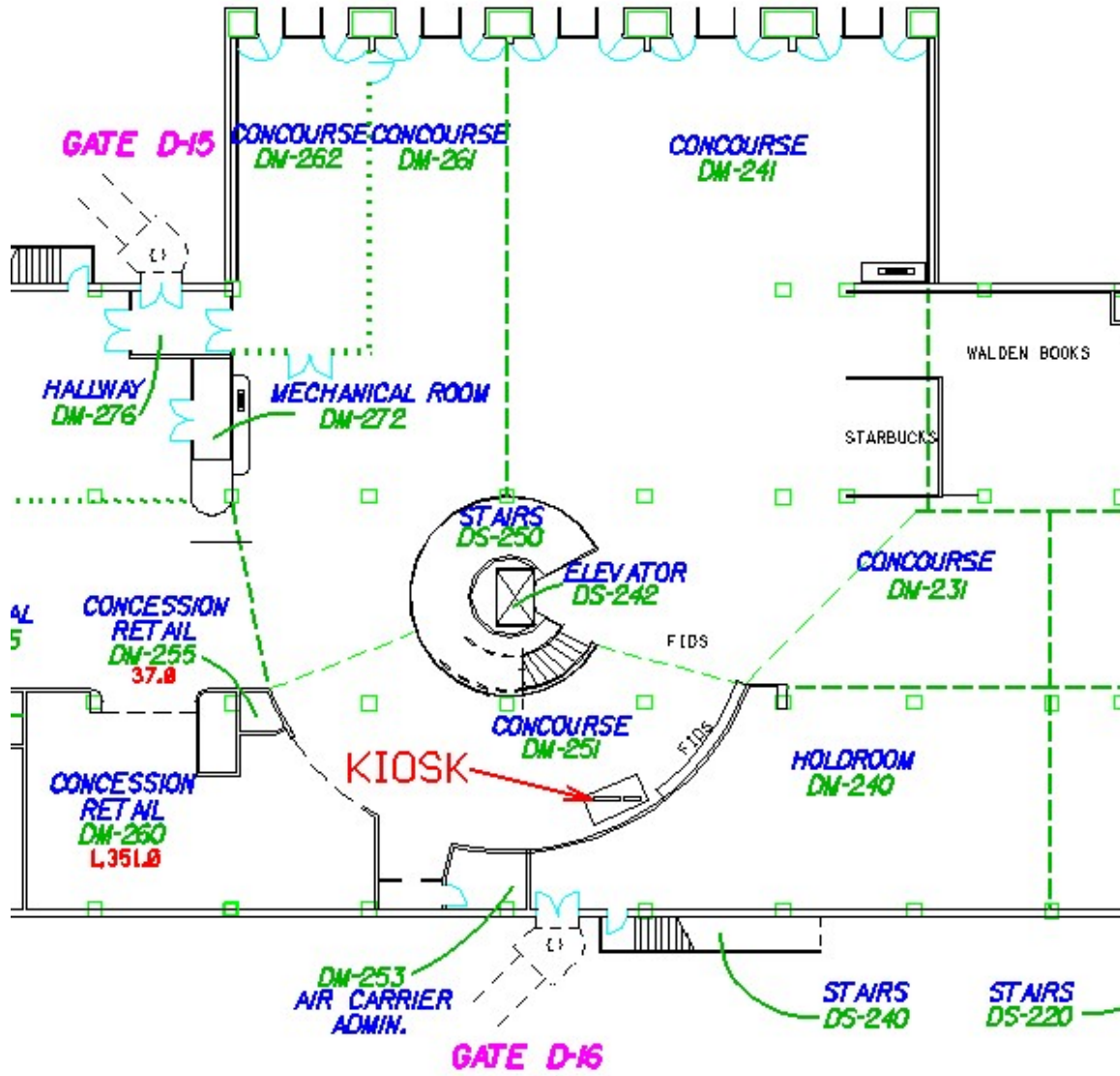


EXHIBIT E.
MONTHLY CERTIFIED STATEMENT

