

**FORM OF AIR TRANSPORTATION STABILIZATION BOARD  
GUARANTEE AGREEMENT**

This form of Guarantee Agreement is provided for informational purposes only and is subject to revision by the Board in response to any amendment to the Act or modification to the Regulations and as the Board may otherwise determine in its discretion is needed in the context of any particular loan structure.

---

---

**GUARANTEE AGREEMENT**

dated as of \_\_\_\_\_, 2002

among

-----  
as Agent,

**EACH OF THE LENDERS REFERRED TO HEREIN,**

and

**AIR TRANSPORTATION STABILIZATION BOARD**

---

**Board Guarantee No.** \_\_\_\_\_

---

TABLE OF CONTENTS

<b>SECTION 1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION</b> .....	<b>3</b>
1.01 Defined Terms.....	3
1.02 Principles of Construction .....	4
<b>SECTION 2. THE GUARANTEE</b> .....	<b>4</b>
2.01 The Guarantee.....	4
2.02 Coverage of the Guarantee.....	5
2.03 Timely Demand.....	5
2.04 Prohibited Amendments or Transfers.....	5
2.05 No Acceleration.....	5
2.06 Guarantee Fee .....	6
2.07 Revocation of Borrower's Payment.....	6
<b>SECTION 3. REPRESENTATIONS AND WARRANTIES</b> .....	<b>6</b>
3.01 Representations and Warranties of the Agent.....	6
3.02 Representations and Warranties of the Lenders.....	7
<b>SECTION 4. CLAIM PROCEDURES</b> .....	<b>7</b>
4.01 Failure to Pay .....	7
4.02 Demand on the Board.....	7
4.03 Assignment to the Board.....	7
4.04 Conditions of Guarantee.....	8
4.05 Payment by the Board.....	8
4.06 Board Payment Does Not Discharge Borrower.....	8
<b>SECTION 5. UNDERTAKINGS OF THE AGENT</b> .....	<b>8</b>
5.01 Notices.....	9
5.02 Register.....	9
5.03 Prohibited Amendments.....	9
5.04 Prohibited Transfers.....	9
5.05 Indemnification.....	9
5.06 Multiple Lenders.....	10
<b>SECTION 6. MISCELLANEOUS</b> .....	<b>10</b>
6.01 Governing Law .....	10
6.02 Notices.....	10
6.03 Benefit of Agreement .....	10
6.04 Entire Agreement.....	10
6.05 Amendment or Waiver.....	10
6.06 Counterparts.....	11
6.07 Severability.....	11

## GUARANTEE AGREEMENT

This **GUARANTEE AGREEMENT** dated as of \_\_\_\_\_, 2002 (this "**Agreement**") is made by and among each of the Lenders under and as defined in the Loan Agreement referred to below (together with their respective successors and permitted assigns, the "**Lenders**"), \_\_\_\_\_, as agent for the Lenders (together with its successors and permitted assigns, the "**Agent**"),<sup>1</sup> and the Air Transportation Stabilization Board (the "**Board**").

### WITNESSETH:

WHEREAS, the Board was created pursuant to Section 102 of the Air Transportation Safety and System Stabilization Act, Pub. L. No. 107-42 (the "**Act**");

WHEREAS, the Act establishes the Air Carrier Guarantee Loan Program to be administered by the Board in accordance with the Regulations for Air Carrier Guarantee Loan Program, 14 C.F.R. Part 1300 (as the same may be amended or modified from time to time, the "**Regulations**");

WHEREAS, pursuant to the Act, \_\_\_\_\_ (the "**Borrower**") has made an Application, dated \_\_\_\_\_, 2002 (the "**Application**") for the issuance by the Board of a Federal credit instrument (as such term is defined in the Act) in the form of a guarantee of a portion of the principal of and interest on a loan to be made to the Borrower by the Lenders;

WHEREAS, the Lenders, the Borrower, the Board,<sup>2</sup> the Agent and the Loan Administrator identified therein,<sup>3</sup> have entered into, on the date hereof, a loan agreement (the "**Loan Agreement**") providing for the Lenders to extend a loan (the "**Loan**") to the Borrower upon the terms and conditions specified therein in the aggregate principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_);

---

<sup>1</sup> The Agent must also be a Lender, and will be required by the Board to maintain an unguaranteed exposure under the Loan in accordance with Section 5.04(b).

<sup>2</sup> The Board will be a party to the Loan Agreement and as such (i) will have the benefit of the Borrower's representations, warranties and covenants set out in the Loan Agreement, and (ii) will control the exercise of all rights and remedies of the Lenders under the Loan Agreement, other than the right to amend, or waive non-compliance with, certain provisions, including those relating to the rate of interest payable and the scheduled amortization of principal, which will require also the consent of the Lenders.

<sup>3</sup> The Loan Administrator will be approved by the Board, with the agreement of the Agent and Borrower, and will perform certain monitoring, analytical and reporting functions. The benefit of the Loan Administrator's services will be available to the Lenders. The Loan Administrator's fees will be in a fixed annual amount paid by the Borrower.

WHEREAS, the Lenders, the Borrower and the Agent have satisfied the conditions to the issuance of this Federal credit instrument (as such term is defined in the Act) by the Board set forth in the Loan Agreement (including, without limitation, payment of the initial installment of the Guarantee Fee referred to in Section 2.06);<sup>4</sup>

WHEREAS, it is a condition precedent to the making of the Loan that the Board execute and deliver this Agreement; and

WHEREAS, subject to the terms and conditions of this Agreement, the Board is willing to guarantee to the Agent for the benefit of the Lenders, as specified herein, the payment of certain of the Borrower's obligations under the Loan Agreement.

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

#### **SECTION 1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION**

1.01 Defined Terms. For the purposes of this Agreement, the following terms shall have the meanings specified below.

"Act" has the meaning set forth in the recitals hereof.

"Agent" has the meaning set forth in the introductory paragraph hereof.

"Application" has the meaning set forth in the recitals hereof.

"Board" has the meaning set forth in the introductory paragraph hereof.

"Borrower" has the meaning set forth in the recitals hereof.

"Business Day" means any day on which the Federal Reserve Bank of New York is open for business.

"Demand Date" has the meaning set forth in Section 4.05(a).

"Dollars" or "\$" means the lawful currency of the United States of America.

"Event of Default" has the meaning set forth in the Loan Agreement.<sup>5</sup>

---

<sup>4</sup> Other conditions precedent will include, without limitation, the issuance to the Board of any equity instrument of the Borrower required by the Board and the consummation of any other transactions necessary to achieve cost savings or to restructure the Borrower's business, operations or other finances, as specified in the Application. The Borrower will, in addition, be required to enter into an agreement limiting certain executive compensation in accordance with Section 104 of the Act.

<sup>5</sup> Any event specified in the Loan Agreement which, with the passage of time or the giving of notice, will result in a default entitling the Agent or Lenders to accelerate the loan.

"Guarantee" means the guarantee of the Board set forth in Section 2.01.

"Guaranteed Percentage" has the meaning set forth in Section 2.01(a).

"Guarantee Fee" has the meaning set forth in Section 2.06.

"Guaranteed Amount" has the meaning set forth in Section 2.01.

"Guaranteed Interest Rate" means the rate at which interest is payable by the Borrower under the terms of the Loan Agreement; provided, however, that the Guaranteed Interest Rate shall not include any increase in the rate of interest payable as the result of an Event of Default.

"Lender" has the meaning set forth in the introductory paragraph hereof.

"Loan" has the meaning set forth in the recitals hereof.

"Loan Agreement" has the meaning set forth in the recitals hereof.

"Note" means any promissory note of the Borrower evidencing the Loan and issued in accordance with the provisions of the Loan Agreement.

"Regulations" has the meaning set forth in the recitals hereof.

#### 1.02 Principles of Construction.

(a) The meanings set forth for defined terms in Section 1.01 or elsewhere in this Agreement shall be equally applicable to both the singular and plural forms of the terms defined.

(b) All references to "this Agreement" or "hereof" and other like terms mean, unless the context requires otherwise, this Agreement, including Schedule I and Annex A hereto, as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof.

(c) The headings of the Sections in this Agreement are included for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(d) References in this Agreement to Sections, Schedules and Annexes, unless otherwise specified, are to Sections, Schedules and Annexes to this Agreement.

(e) In the event of any inconsistency between the terms of this Agreement and the Loan Agreement, the terms of this Agreement shall govern.

### **SECTION 2. THE GUARANTEE**

2.01 The Guarantee. Subject to the terms and conditions set forth in this Agreement, the Board hereby guarantees, irrevocably and unconditionally (except to the extent expressly provided in Sections 2.03, 2.04, 2.05 and 2.06 or by applicable law), to the Agent on behalf of the Lenders (the "Guarantee") payment of the following (the sum of all amounts under (a), (b) and (c), the "Guaranteed Amount"):

(a) \_\_\_\_\_ percent (\_\_\_%) (the "Guaranteed Percentage") of the outstanding and unpaid principal amount of the Loan, which Guaranteed Percentage shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the aggregate;

(b) interest on the principal amount of the Loan specified in Section 2.01(a), accrued at the Guaranteed Interest Rate to and including the scheduled payment dates thereof; and

(c) interest on any due and unpaid amounts described in Sections 2.01(a) and 2.01(b), accrued at the Guaranteed Interest Rate from the scheduled payment dates thereof to but not including the date of actual payment thereof by the Board.

2.02 Coverage of the Guarantee. Pursuant to Section 107(2) of the Act, the Guarantee is entitled to the full faith and credit of the United States of America. The Guarantee constitutes a guarantee of payment and not of collection. In no event shall the liability of the Board on the Guarantee exceed the Guaranteed Amount. For the avoidance of doubt, the Guarantee shall not extend to the repayment of any penalties, fees, indemnified amounts, costs, expenses or any other amount payable under the Loan Agreement or any Note other than the Guaranteed Amount.

2.03 Timely Demand. In the event that the Agent, on behalf of the Lenders, fails to make demand on the Board within the time period required in Section 4.02(vi), the Guarantee of the unpaid installment of principal and/or interest as to which such timely demand was not made shall automatically terminate with respect thereto. This termination shall be without prejudice to the right of the Agent, on behalf of the Lenders, to make demand on the Board under this Agreement in respect of any other due and unpaid installments of principal or interest.

2.04 Prohibited Amendments or Transfers. In the event that the Agent or any Lender, without the Board's prior written consent, agrees to any material amendment, modification or waiver in violation of Section 5.03 or assigns, conveys, sell or otherwise transfers any interest in or right or obligation under this Agreement, the Loan Agreement or any Note in violation of Section 5.04, then the Board shall have the right (in addition to any other right it may have under this Agreement, the Loan Agreement or applicable law) to terminate the Guarantee with respect to the interest of the Agent or such Lender, as the case may be, in the Guaranteed Amount by providing written notice thereof to the Agent, such termination to be effective as of the earlier of (a) the 30<sup>th</sup> calendar day after the date on which the Board delivers such notice to the Agent and (b) any Demand Date unless, prior to such earlier date, the Agent or such Lender, as the case may be, rescinds or otherwise remedies the effect of such prohibited action to the satisfaction of the Board, in which case the Guarantee shall remain in full force and effect.

2.05 No Acceleration. In the event that, without the prior written consent of the Board (whether given under this Agreement or under the terms of the Loan Agreement), the Agent or the Lenders declare all or any part of the Borrower's indebtedness under the Loan Agreement to be immediately due and payable or to be due and payable upon the demand of the Agent (it being understood that the automatic acceleration of the Loan under the terms of the Loan Agreement as the result of a bankruptcy or insolvency event does not constitute such a declaration), then the Board shall have the right to terminate the Guarantee with respect to all or a portion of the Guaranteed Amount. The Board shall exercise its right to terminate the Guarantee pursuant to this Section 2.05 by providing written notice thereof to the Agent. Any termination of the

Guarantee by the Board under this Section 2.05 shall be deemed effective as of the date of the declaration by the Agent or Lenders.

2.06 Guarantee Fee. The Agent, on behalf of Borrower, shall pay to the United States Department of the Treasury, in accordance with the priorities of payment specified in the Loan Agreement and to the extent sufficient funds are received by the Agent from the Borrower for application thereto, the following (collectively, the "Guarantee Fee"):<sup>6</sup> (a) on the date hereof, the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and (b) also on the date hereof and thereafter on each anniversary of the date hereof (or if any such anniversary date is not a Business Day, then the immediately preceding Business Day), the amount specified in Schedule I for such date.<sup>7</sup> Payment of the Guarantee Fee due on the date hereof shall constitute a condition precedent to the effectiveness of this Agreement. The Agent shall make each payment pursuant to this Section 2.06 in such manner as the Board shall instruct in writing from time to time. Prior to such payment, the Agent shall hold such funds in trust for the benefit of the Board, and the Agent and each Lender hereby irrevocably waives and agrees not to exercise any banker's lien, right of setoff, right of recoupment, right to combine accounts or any similar lien, claim or right, it may have now or in the future against or on such funds, express or implied, statutory or otherwise, to satisfy any obligation which the Borrower, any affiliate thereof, or the Board or any other agency or instrumentality of the Federal government of the United States of America may owe to the Agent or such Lender in any capacity.

2.07 Revocation of Borrower's Payment. Notwithstanding the provisions of Section 2.03, the Guarantee shall continue to be binding on the Board with respect to any payment, or any part thereof, of principal or of interest on any Note that is rescinded or must otherwise be returned by the Agent or any Lender if such rescission or return of payment has been compelled by law as the result of the bankruptcy or insolvency of the Borrower or if such rescission or return of payment is a result of any law, regulation or decree applicable to the Borrower. A demand on the Board for payment pursuant to the Guarantee of any such returned amount must be made promptly but in no event later than thirty (30) days after the Agent or Lender has been compelled to return such amount.

### SECTION 3. REPRESENTATIONS AND WARRANTIES

3.01 Representations and Warranties of the Agent. The Agent represents and warrants to the Board as follows:

(a) Bring-down of Representations. All of its certifications set forth in writing in the Application were when made, and are as of the date hereof, true, correct and complete in all material respects.

---

<sup>6</sup> The Guarantee Fee will be paid annually in advance. The Loan Agreement will provide for the application of funds to payment of the Guarantee Fee ahead of principal and interest.

<sup>7</sup> The amount to be set out in (a) is a structuring fee. The amounts referred to in (b) and specified in Schedule I will be based on an escalating percentage of the average principal amount of the loan scheduled to be outstanding during the year following each payment date.

(b) No Material Adverse Change. As of the date hereof, the Agent, following due inquiry, has not determined that there has occurred any material adverse change since the submission to the Board of the Application in the business, operations, assets, liabilities (contingent or otherwise) or financial condition of the Borrower except as the Agent has notified the Board in writing prior to the date hereof.

(c) Agent Obligations. The Agent has the ability to perform each of its obligations as Agent under this Agreement and the Loan Agreement.

3.02 Representations and Warranties of the Lenders. Each Lender represents and warrants to the Board as follows:

(a) Bring-down of Representations. All of its certifications set forth in writing in the Application were when made, and are as of the date hereof, true, correct and complete in all material respects.<sup>8</sup>

(b) No Security. Other than the Guarantee and except as expressly contemplated by the Loan Agreement, the Lender has no security for payment of any of the Borrower's obligations under the Loan Agreement or any Note.<sup>9</sup>

#### SECTION 4. CLAIM PROCEDURES

4.01 Failure to Pay. In the event that (i) the Borrower for any reason fails to pay in full any installment of principal (other than any proposed voluntary prepayment) or interest under the Loan Agreement or any Note for more than thirty (30) calendar days after the due date of such installment; and (ii) a period of fifteen (15) calendar days has elapsed since written demand for payment was made by the Agent on the Borrower (which demand may be omitted only if and to the extent that the making thereof would be prohibited by any applicable law), then the Agent, on behalf of the Lenders, may make demand on the Board under this Agreement for payment (subject to Sections 2.03, 2.04 and 2.05) of the Guaranteed Amount.

4.02 Demand on the Board. The Agent's demand on the Board must: (i) be in writing and delivered in accordance with Section 6.02; (ii) be made only by the Agent; (iii) identify the installment(s) of principal and/or interest unpaid as of the date of such demand; (iv) include a copy of the Agent's written demand for payment on the Borrower (or in the event that such demand was omitted in accordance with Section 4.01, evidence of the applicable prohibition); (v) include an Assignment and Certification in the form of Annex A; and (vi) be made, subject to Section 2.07, not later than sixty (60) calendar days from the due date of the unpaid installment(s) of principal and/or interest on which the Agent's demand for payment is based.

4.03 Assignment to the Board. On and as of the date on which the Board pays the Guaranteed Amount in accordance with Section 4.05, the Board shall become subrogated to, and the Lenders

---

<sup>8</sup> In addition to the Agent, as a part of the Application, each of the initial Lenders must execute a Lender's general certification relating to eligibility.

<sup>9</sup> This does not prohibit third-party credit support with respect to the portion of the loan which is not guaranteed by the Board.



shall be deemed to have assigned to the Board, without recourse and without need of any further action, the Guaranteed Percentage of each and every Lender's right, title and interest in and to the principal of and interest on the Loan and under the Loan Agreement and each Note in respect thereof and, to such extent, the Board shall have the right to enforce or participate in any claim (including, without limitation, any claim in bankruptcy), right or remedy that the Lenders then have or may thereafter acquire against the Borrower under the Loan Agreement or any Note. In addition to the Assignment and Certification required to be delivered under Section 4.02, the Agent and the Lenders shall, upon request by the Board, promptly execute and deliver such documents and take such other actions as the Board may reasonably request to evidence or give effect to such subrogation and assignment, it being understood and agreed that the execution and delivery of any such document or the taking of any such action shall not be a condition to the Board's obligation to pay the Guaranteed Amount in accordance with this Section 4.

4.04 Conditions of Guarantee. The Board hereby waives diligence, presentment, protest and any requirement that the Agent or the Lenders exhaust any right or take any action against or give notice to the Borrower or the Board, except for the written demands for payment by the Agent on the Borrower and the Board required under Sections 4.01 and 4.02, respectively.

4.05 Payment by the Board.

(a) Within forty-five (45) Business Days after the date on which the Agent shall have properly documented its demand on the Board for payment pursuant to Section 4.02 (the "Demand Date"), the Board shall, subject to Sections 2.03, 2.04 and 2.05, pay the Guaranteed Amount to the Agent for the benefit of the Lenders in a single payment calculated as of the date of actual payment thereof by the Board.

(b) Payment of the Guaranteed Amount due under this Agreement shall be made by the Board to the Agent, for the benefit of the Lenders, and such payment to the Agent shall discharge fully and completely the Board's liability under this Agreement. After the Demand Date, any funds received by the Agent, any Lender or the Board from or on behalf of the Borrower in respect of any of the Borrower's obligations under the Loan Agreement shall be applied in accordance with the terms of the Loan Agreement.

(c) If the Guarantee terminates pursuant to Section 2.03, 2.04 or 2.05 with respect to one or more installments of principal and/or interest or with respect to any Lender's interest therein, all installments of principal and/or interest, or any Lender's interest therein, as to which the Guarantee has terminated shall be deemed to have been paid in full when and as due for the purposes of determining the amount payable by the Board under this Section 4.05.

4.06 Board Payment Does Not Discharge Borrower. Any statute or judicial decision to the contrary notwithstanding, no payment by the Board to the Agent on behalf of the Lenders under this Agreement shall be deemed to reduce, discharge, satisfy or terminate any obligation of Borrower under the Loan Agreement or any Note.

**SECTION 5. UNDERTAKINGS OF THE AGENT**

The Agent agrees that so long as the Board remains liable under this Agreement:

#### 5.01 Notices.

(a) The Agent shall notify the Board promptly but in no event later than seven (7) Business Days after the occurrence of an Event of Default arising by reason of a failure by the Borrower to make any scheduled payment of principal of or interest on the Loan when due in accordance with the terms of the Loan Agreement.

(b) The Agent shall notify the Board promptly but in no event later than thirty (30) calendar days after (i) receipt of a notice of any other Event of Default under and in accordance with the provisions of the Loan Agreement, (ii) receipt of any prepayment of the Loan made by or on behalf of the Borrower under the Loan Agreement, and (iii) the return by the Agent of any payment previously made by the Borrower to the Agent or the Agent's receipt of any notice from a Lender of such Lender's return of any payment previously made by the Borrower, in either case, under the circumstances described in Section 2.07.

5.02 Register. The Agent shall establish and maintain a register for recording with respect to the Loan (i) the date and amount of each payment on the Loan made by or on behalf of, or collected from, the Borrower, (ii) the amounts of each such payment applied in accordance with the terms of the Loan Agreement to each of principal, interest, fees and expenses, and (iii) the date and amount of each payment made by the Board hereunder. At any time upon request by the Board delivered in accordance with Section 6.02, the Agent shall make such register (or a copy thereof), certified by the Agent as true, complete and correct in all material respects, available to the Board.

5.03 Prohibited Amendments. Neither the Agent nor the Lenders shall, without the prior written consent of the Board (whether given by the Board under this Agreement or the Loan Agreement), agree to any material amendment, modification or waiver of the terms of the Loan Agreement or any Note.

#### 5.04 Prohibited Transfers.

(a) The Agent shall not, without the Board's prior written consent, assign or otherwise transfer any of its rights, duties or responsibilities as Agent under this Agreement, except that the foregoing shall not restrict an assignment or transfer by operation of law.

(b) The Lenders shall not assign, convey, sell or otherwise transfer any of its rights, interest or obligations under this Agreement, the Loan Agreement or any Note without the prior written consent of the Board; provided, however, that nothing in this Agreement shall prohibit any Lender from pledging and/or assigning its rights, interests and obligations under the Loan Agreement, any Note and this Agreement to any Federal Reserve Bank and, in such instances, the Federal Reserve Bank, as pledgee or assignee, shall have all such rights and interests, including in the Guarantee. Nothing in this Agreement shall be construed as limiting any Lender's rights under the provisions of Section 1300.23 of the Regulations; provided, however, that the Agent, in its capacity as a Lender, shall maintain and shall not sell any participation in that portion of its interest in the Loan which is not guaranteed under this Agreement.

5.05 Indemnification. In the event that (i) the Agent fails to perform any of its obligations under this Agreement (which failure shall not, except as provided in Section 2.03, 2.04 or 2.05,

limit or otherwise affect the obligations of the Board under Section 2) or fails to perform any of its material obligations or covenants under the Loan Agreement, or (ii) any representation of the Agent or any Lender set forth in Section 3 or any certification of the Agent or any Lender set forth in the Application proves to have been incorrect in any material respect when made, then the Agent or such Lender, as the case may be, shall be liable to the Board for all actual damages suffered and costs incurred by the Board as the result thereof, and shall indemnify the Board for such damages and costs (including, without limitation, counsel fees and expenses incurred by the Board in enforcing its rights under this Section 5.05). Neither the Agent nor any Lender shall, however, be liable for any incidental or consequential damages. The Board may enforce its rights hereunder, and pursue all remedies available with respect thereto, in any court of competent jurisdiction. Anything to the contrary contained herein notwithstanding, the obligation of the Agent and the Lenders to indemnify the Board shall survive the termination of this Agreement and the payment of all or any portion of the Guaranteed Amount.

5.06 Multiple Lenders. Each representation, warranty, certification, covenant or other obligation of any Lender made or given in this Agreement or the Application shall be deemed a several representation, warranty, certification, covenant or other obligation of each Lender such that no Lender shall be liable for the acts or omissions of any other Lenders, and the obligation of the Board to any Lender shall not be affected by the acts or omissions of any other Lender.

#### SECTION 6. MISCELLANEOUS

6.01 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES OF AMERICA IF AND TO THE EXTENT SUCH FEDERAL LAW IS APPLICABLE, AND OTHERWISE IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

6.02 Notices. Except as otherwise specified, all notices given hereunder shall be in writing, shall include the applicable Board guarantee number and shall be given by mail, telecopier or personal delivery and deemed to be given for the purposes of this Agreement on the day that such notice is received by the intended recipient thereof. Unless otherwise specified in a notice delivered in accordance with this Section 6.02, all notices shall be delivered: (i) to the Agent or to the Board at the address specified beneath its name on the signature page hereto; and (ii) to the Lenders or any individual Lender, in care of the Agent at the Agent's address.

6.03 Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

6.04 Entire Agreement. This Agreement contains the entire agreement among the parties hereto regarding the subject matter hereof. In the event that any term of the Loan Agreement or any Note conflicts with any term of this Agreement, the terms and provisions of this Agreement shall control to the extent of such conflict.

6.05 Amendment or Waiver. This Agreement may not be changed, discharged or terminated (except as expressly provided herein) without the written consent of the parties hereto, and no provision hereof may be waived without the written consent of the party to be bound thereby.

6.06 [Counterparts](#). This Agreement may be signed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

6.07 [Severability](#). To the extent permitted by applicable law, the illegality or unenforceability of any provision of this Agreement shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, as of the date first above written.

\_\_\_\_\_  
as Agent

AIR TRANSPORTATION  
STABILIZATION BOARD

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title : \_\_\_\_\_

Title : \_\_\_\_\_

[Address and notice information]

1120 Vermont Avenue, Suite 970  
Washington, D.C. 20005  
Attention: Executive Director  
Telephone: (202) 775-8030  
Telefax: (202) 775-8040

Copy to:

United States Department of the Treasury  
1500 Pennsylvania Avenue, N.W.  
Washington, D.C. 20220  
Attention: Deputy Assistant Secretary  
(Government Financial Policy)  
Telephone: (202) 622-7073  
Telefax: (202) 622-0387

[Insert Lenders with addresses and contact information]



ANNEX A

Form of Assignment

ASSIGNMENT AND CERTIFICATION

This Assignment and Certification is made pursuant to the terms of the Guarantee Agreement dated as of \_\_\_\_\_, 2002 (the "Agreement") among \_\_\_\_\_, as Agent, the Lenders identified therein, and the Air Transportation Stabilization Board. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned in the Agreement.

1. Assignment. For value received, each Lender hereby assigns to the Board, without recourse, all of its right, title and interest in and to the principal of and interest on the Loan and under the Loan Agreement and each Note in respect thereof, to the extent, and only to the extent, of each such Lender's pro rata share of the Guaranteed Percentage of the Loan represented by the Guaranteed Amount paid by the Board to the Agent for each such Lender's account.

2. Certifications. The Agent and each Lender hereby certifies that (a) the Guaranteed Amount demanded to be paid by the Board to the Agent for each such Lender's account is properly calculated and due and owing to such Lender under the terms of the Agreement and (b) it has not, without the prior written consent of the Board:

(i) agreed to any material amendment, written modification or written waiver in violation of Section 5.03 of the Agreement; or

(ii) assigned, conveyed, sold or otherwise transferred any interest in or right or obligation under this Agreement, the Agreement or any Note in violation of Section 5.04 of the Agreement; or

(iii) accelerated or caused the Agent to accelerate all or any part of the Loan or any Note in violation of Section 2.05 of the Agreement; or

(iv) obtained any security (other than as permitted under Section 3.02 of the Agreement) for payment of all or any part of the Borrower's obligations under the Loan Agreement or any Note;

it being expressly understood and agreed that the failure of the Agent or any Lender to make any such certification or for any such certification of the Agent or any Lender to be incorrect, shall not effect the obligation of the Board under Section 2 of the Agreement in respect of any other Lender.

3. Acknowledgement. The Agent and each Lender acknowledges and agrees that this Assignment and Certification is subject to the terms of the Agreement, including, without limitation, the following:

(a) Any funds received by the Agent, any Lender or the Board from or on behalf of the Borrower in respect of any of the Borrower's obligations under the Loan Agreement shall be applied in accordance with the terms of the Loan Agreement.

(b) The Agent and the Lenders shall, upon request by the Board, execute and deliver such documents and take such other actions as the Board may reasonably request to establish, preserve or enforce the rights, title and interest of the Board in, to and under the Loan Agreement and each Note, and any right or remedy that the Board has or may acquire against the Borrower thereunder, it being understood and agreed that the execution and delivery of any such document or the taking of any such action shall not be a condition to the Board's obligation to pay the Guaranteed Amount.

IN WITNESS WHEREOF, the Agent and the Lenders have each caused this instrument to be duly executed and delivered this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_,  
as Agent

By: \_\_\_\_\_  
(Signature)

(SEAL) Name: \_\_\_\_\_  
(Print)

Attest \_\_\_\_\_ Title: \_\_\_\_\_  
Secretary

\_\_\_\_\_,  
as Lender

By: \_\_\_\_\_  
(Signature)

(SEAL) Name: \_\_\_\_\_  
(Print)

Attest \_\_\_\_\_ Title: \_\_\_\_\_  
Secretary

[Additional Lenders]