

Execution Version

**AIR SERVICES AGREEMENT
BETWEEN UNITED AIRLINES, INC. AND
CITY OF COLUMBIA, MO**

This Air Services Agreement (this “**Agreement**”) is entered into to be effective on the __ day of August 2025, by and between UNITED AIRLINES, INC. (“**United**”), a Delaware corporation with a place of business at 233 S. Wacker Drive, Chicago, Illinois 60606 and CITY OF COLUMBIA, MO, with an address of 701 E. Broadway, Columbia, MO 65205 (“**Guarantor**”).

WHEREAS, the Guarantor has an interest in promoting air service to and from Columbia Regional Airport, Columbia MO (“**COU**”);

WHEREAS, United is a certified air carrier conducting scheduled and unscheduled flight operations within the U.S. and between the U.S. and a number of foreign locations;

WHEREAS, Guarantor desires to increase access to and from COU from and to locations where United operates so as to benefit the citizens of the surrounding community and Guarantor’s interest therein;

WHEREAS, Guarantor and the US Department of Transportation (“**USDOT**”) entered into the Grant Award and Agreement (Docket # DOT-OST-2024-0066-0012), dated as of October 31, 2024 (the “**Grant Agreement**”);

WHEREAS, Guarantor has requested that United commence operating scheduled non-stop air service between COU and Denver International Airport (“**DEN**”), and in consideration thereof Guarantor will compensate United utilizing community funds and funds from a USDOT Small Community Air Service Development Program (“**SCASDP**”) grant and make certain concessions as provided herein; and

WHEREAS, subject to the foregoing and to the obtainment of appropriate governmental authorizations, United is willing to operate scheduled air service between DEN and COU;

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Schedule to be Operated.

A. United will, or will cause a cobranded regional carrier to, operate scheduled round-trip air service to and from COU with aircraft as follows:

- Departs DEN at approximately 5:25 p.m. and arrives COU at approximately 8:25 p.m. and departs COU at approximately 9:00 a.m. and arrives DEN at approximately 10:20 a.m.
 - Operates with Embraer E-175 aircraft with at least 58 coach class seats and 12 first class seats
 - Operates daily from September 25, 2025 through September 24, 2026 (both dates inclusive)

Execution Version

The flights between DEN and COU referenced above are, collectively, referred to as the “**COU Flights**” and each such flight is referred to as an “**COU Flight**.”

B. The parties acknowledge that due to operating conditions, including weather related issues, United may operate the COU Flights with fewer passengers than the capacity of the aircraft used for operating the COU Flights.

C. At its discretion, United may change the schedule or aircraft operating the COU Flights. COU Flights will be operated under the direction and control of United and/or a cobranded regional carrier and Guarantor shall have no right to make decisions with respect to the operation of the COU Flights. Without limiting the generality of the foregoing provisions of this paragraph and the provisions of Section 2 below, United agrees to use good faith efforts to consider Guarantor’s comments on issues related to marketing, pricing and revenue management of the COU Flights.

D. For the avoidance of doubt, Guarantor acknowledges that if United operates flights to and from COU in addition to the COU Flights or operates flights to and from COU after the end of the Term (as defined in Section 9) of this Agreement, such other flights shall not be governed by or operated under the terms of this Agreement.

E. Notwithstanding anything contained herein to the contrary, United’s obligations under this Agreement, including its obligation to operate the COU Flights, shall be conditioned upon the Guarantor, on or prior to September 24, 2025, having approved, authorized, reserved, restricted and allocated funds for the Guarantor’s payment of and to secure Guarantor’s obligation to pay all amounts Guarantor may be required to pay to United under this Agreement (but in all cases in an amount not less than the MRG Cap). Further, without limiting the generality of any provision of this Agreement, United shall have no obligation to publish the COU Flights for sale until Guarantor has complied with the provisions of this Section 1.E.

2. Air Fares. United agrees to establish fares for the COU Flights that are consistent with United’s current internal pricing strategies while remaining competitive within the airline industry generally; provided, however, for the avoidance of doubt, United shall have no obligation to establish fares for the COU Flights that are the same as or similar to fares established by other airlines.

3. Financial Performance Guaranty. During the period that United is operating the COU Flights, the Guarantor will unconditionally guaranty that United will receive “Minimum Revenues” (as such term is defined below in this Section 3) for operating the COU Flights, which shall be calculated as follows:

The sum of:

- i. US \$25,994 per round-trip (the “**Per Round-Trip Cost**”),
- ii. US \$21.59 per round-trip revenue passenger, and
- iii. 5.1% of passenger revenue for each COU Flight.

Execution Version

The sum of i., ii, and iii. above constitutes the “**Guaranteed Amount**” and may also be referred to herein as the “**Minimum Revenues**”.

4. Revenues, Guaranty Payments, Final Accounting and MRG Cap.

A. For the purposes of this Agreement, “**Revenues**” shall mean the total segment revenues (including passenger revenue, cargo revenue and any other revenue, but excluding revenues estimated to be accrued with respect to and/or under this Agreement) received by United from the operation of the COU Flights, as measured by (and using methodology used by) United’s Flight Profitability System (“**FPS**”); provided, however, and for the avoidance of doubt, “Revenues” shall exclude any revenues, such as MileagePlus Premium revenue, not directly attributable to the operations of the COU Flights.

B. To the extent that during the Term, United receives less than the Guaranteed Amount in Revenues from the COU Flights, Guarantor will pay to United an amount equal to the difference between the Guaranteed Amount applicable to the COU Flights and the amount of Revenues actually received by United from operating the COU Flights (the aggregate difference being the “**Guaranty Payment**”).

C. Guarantor shall pay any Guaranty Payment owed to United in U.S. dollars, within thirty (30) days of Guarantor’s receipt of an invoice for the Guaranty Payment. Guarantor acknowledges that the invoice for payment of the Guaranty Payment will be submitted after the end of the Term. Notwithstanding anything contained herein to the contrary, no failure or delay by United to render the invoices shall prejudice United’s right to receive or the Guarantor’s obligation to pay the Guaranty Payment under this Agreement.

D. The Guaranty Payment the Guarantor will be required to pay with respect to the COU Flights under this Agreement for the Term shall not exceed US \$1,250,000, the “**MRG Cap**”).

E. Guarantor’s obligation to make payments in accordance with the provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

5. Cost of Service.

A. United shall bear all costs of providing the service described and provided for in this Agreement, including by way of illustration but not by way of limitation, the costs of all required aircraft, equipment and facilities (including facilities for ticketing, baggage handling, and like services); personnel, ground costs, including landing fees and use charges; credit card commissions; travel agent commissions; deicing; and fuel ferrying. Guarantor shall waive any and all landing fees and facility rents and other charges for the Term of this Agreement, to the extent attributable to the COU Flights.

B. The amounts/percentages referred to in Section 3 are based on United’s assumed total cost of jet fuel (into plane) inclusive of all charges, including taxes (the “**Assumed Baseline Fuel Cost**”) for the COU Flights. The Assumed Baseline Fuel Cost for the COU

Execution Version

Flights is \$2.24 per gallon. Notwithstanding anything contained herein to the contrary, the parties will adjust the Per Round-Trip Cost for each COU Flight and hence the Guaranteed Amount owed on a cent for cent basis to the extent the monthly Average FPS Fuel Cost (as defined below) varies, either up or down, from the Assumed Baseline Fuel Cost for the COU Flights to take into account changes in the price of fuel. At the end of each month, United will determine, through United's FPS, the monthly average cost of jet fuel per gallon for the COU Flights (the "**Average FPS Fuel Cost**"). If the Average FPS Fuel Cost for the applicable COU Flights for a month varies from the Assumed Baseline Fuel Cost, the Guaranteed Amount will be adjusted as follows:

- i. by \$23 for the per penny difference between the Assumed Baseline Fuel Cost for the COU Flights for a month and the Average FPS Fuel Cost for the COU Flights for that month.

For example: If United determines that the Average FPS Fuel Cost in December for the COU Flights is \$2.25 per gallon, then the Per Round-trip Cost in December for the COU Flights will reflect an increase of \$23 per each round-trip of the COU Flights. Likewise, if United determines that the Average FPS Cost in December for the COU Flights is \$2.22 per gallon, then the Per Round-Trip Cost in December for the COU Flights will reflect a decrease of \$46 per each round-trip of the COU Flights.

6. Grant Agreement. Notwithstanding anything contained herein to the contrary, Guarantor's obligation to make payments to United hereunder is not conditioned upon and is independent from Guarantor receiving funds under the Grant Agreement. Further, Guarantor represents and warrants that:

- (i) amounts paid, under this Agreement, from Guarantor to United are not airport funds pursuant to 49 U.S.Code § 47107(I)(Audit Certification) (1);
- (ii) one million two hundred fifty thousand and 00/100 Dollars (\$1,250,000) of the amounts owed to United under this Agreement will be paid from funds received by Guarantor, pursuant to the Grant Agreement;
- (iii) it is duly authorized to and has the right to pay United the amounts due under this Agreement with funds it receives through the SCASDP;
- (iv) it will not do or fail to do anything that would be deemed to be or result in a breach by the Guarantor of the Grant Agreement or result in termination of the Grant Agreement; and
- (v) Guarantor's obligation to pay United all amounts owed under this Agreement will survive any breach by the Guarantor of or a termination or expiration of the Grant Agreement.

7. Marketing Support. Guarantor will work with United in good faith to market the COU Flights in a mutually beneficial cost-effective manner. In furtherance thereof, Guarantor will give United prominent placement (such placement to be, in any event, no less than that received by any other carrier)

Execution Version

in any marketing campaign conducted by Guarantor to promote similar service to and from COU. Additionally, without limiting the generality of the foregoing provisions of this Section 7 and without, in any way, affecting Guarantor's obligation to pay any and all amounts due to United in accordance with this Agreement, Guarantor shall expend a minimum of \$250,000 in the marketing and promotion of the COU Flights.

8. Government Authority and Slot Availability. United's ability and willingness to operate the COU Flights is contingent on United's being able to maintain all necessary governmental approvals to operate the COU Flights, access to departure and arrival slots that are acceptable to United and ticket counter and other facilities that are acceptable to United.

9. Term. The term (the "**Term**") of this Agreement shall commence on the date in the preamble paragraph of this Agreement and shall continue, unless terminated earlier as provided herein, until and including September 25, 2026.

10. Termination, Renegotiation, and Flight Cancellation/Diversion

A. In addition to the rights of either party enumerated elsewhere in this Agreement or available to either party at law or equity, either party may terminate this Agreement upon written notice to the other party if the other party fails to perform any of its material obligations under this Agreement and such failure continues un-remedied during the ten (10) day period following the receipt by the other party of the notice of termination. The effective date of any such termination shall be the date provided in the notice from the party terminating this Agreement, but may not be less than the ten (10) day period provided above.

B. This Agreement will terminate immediately if United ceases to hold the governmental authorities or slots necessary to operate the COU Flights.

C. United shall have the right to terminate this Agreement upon no less than ninety (90) days' prior written notice to Guarantor.

D. United may terminate this Agreement upon no less than thirty (30) days' prior written notice to the Guarantor, if United believes the MRG Cap, as calculated by United's FPS, may be achieved at any time (without regard to the timing of the monthly close out of United's FPS) during the Term.

E. United may terminate this Agreement upon no less than five (5) days' written notice to Guarantor if a "Material Cost Circumstance", as defined below, occurs and upon such termination all of United's obligations under this Agreement shall cease. For the purposes of this Agreement, "Material Cost Circumstance" means that, at any time during the Term of this Agreement, the Spot Price for Kerosene-Type Jet fuel, U.S. Gulf Coast as published by the U.S. Energy Information Administration in its weekly "Petroleum Status Report" exceeds \$3.50.

F. United may request a renegotiation of the COU Per Round-Trip Cost and/or MRG Cap if the (i) Guarantor markets and/or subsidizes any markets not being operated to and/or from COU to any point west of COU on the date of United's execution of this Agreement,

Execution Version

other than air service that was scheduled, published for sale and in existence prior to United executing this Agreement, or (ii) any additional markets not currently being operated to and/or from COU to any point west of COU on the date of United's execution of this Agreement, other than air service that was scheduled, published for sale and in existence prior to United executing Agreement, is announced after this Agreement is executed by United. If, within ten (10) business days of such request, negotiations do not result in terms reasonably acceptable to United, United may terminate this Agreement upon no less than five (5) days' prior written notice to Guarantor, at which time all of United's obligations under this Agreement shall cease.

G. Without limiting the generality of any other provisions of this Agreement, United shall have the right to terminate this Agreement and/or withdraw any publication or operation of the COU Flights if, on or prior to September 24, 2025, City Council of the Guarantor has not approved, authorized, restricted, reserved and allocated funds, in an amount not less than the MRG Cap, for Guarantor's payment of and to secure Guarantor's obligation to pay amounts due to United pursuant to this Agreement.

H. Guarantor acknowledges that United may be required to cancel or divert flights, including the COU Flights, due to mechanical problems, weather conditions, or other circumstances beyond the reasonable control of United. If circumstances or conditions result in canceled or diverted COU Flights, United, at its sole cost, shall have the obligation to provide alternate air and/or ground transportation to COU, from the airport to which the COU Flight is diverted, for passengers who are ticketed on the COU Flights to COU in compliance with United's standard procedures for such circumstances. The costs of any cancelled COU Flights shall not be included in the calculation of any Guaranteed Amount.

I. United shall have the right to terminate this Agreement upon no less than five (5) days' prior written notice to Guarantor if the conditions set forth in Section 1.E. hereof are neither waived by United nor satisfied on or prior to September 24, 2025.

Except as otherwise provided in this Agreement, upon termination of this Agreement, neither party shall have any obligation to the other party except for those obligations that may have accrued through the date of such termination (including Guarantor's obligation to pay any amounts due to United hereunder) and such obligations which by their nature or the express terms of this Agreement survive the expiration or earlier termination of this Agreement.

11. Remedies Upon Termination.

A. A termination pursuant to Section 10 shall not limit United's right to pursue or enforce any of its rights under this Agreement or otherwise.

B. Any termination or expiration of this Agreement shall not affect Guarantor's obligation to pay United all amounts owed to United as of the effective date of such expiration or termination.

C. In the event of a termination of this Agreement prior to its natural expiration for any reason, in accordance with the provisions of this Agreement, Guarantor shall pay all

Execution Version

amounts owed to United, as of the effective date of the termination, within ten (10) days after receipt of an invoice from United.

The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Force Majeure and Impracticability. United shall have the right to cease the operation of one or all of the COU Flights, (a) if the cessation of such flights is due to an event or events beyond United's reasonable control, including, without limitation, equipment failures, air traffic control, governmental regulations, recommendations, orders or other actions, strikes, war, terrorism, disaster, civil disorder, curtailment of transportation facilities, emergency beyond United's reasonable control, epidemics, pandemics or Acts of God, or (b) if the continued operation of one or more of the COU Flights, in United's reasonable judgment, would be impractical. ("**Force Majeure**"); provided, however, and for the avoidance of doubt, in case of cessation of the COU flights as a result of Force Majeure, as provided above, so long as such event of Force Majeure was not caused by Guarantor's acts or omissions, Guarantor shall only be required to pay the Guaranteed Amount to United for the COU Flights that were operated prior to such cessation of the COU Flights as a result of Force Majeure.

13. Audit. Upon reasonable notice, the Guarantor, at its expense, shall have the right to audit and inspect, at United's offices during normal business hours, United's books and records as they relate to the determination of Revenue on the COU Flights for the sole purpose of ensuring that, in determining the amount of Revenue, United is utilizing the same methodology as is applied to all of United's similar routes.

14. Confidentiality. No party hereto may disclose to a third party any part of this Agreement, any information pertaining to the specific contents of this Agreement or any proprietary information received from the other party pursuant to this Agreement unless such information shall have already become publicly known without breach of this provision or unless required to do so pursuant to applicable law, regulation, governmental order or subpoena, provided that in the case of any such law, regulation, governmental order or subpoena the parties will consult in good faith as to how to proceed with the aim of taking all appropriate action to limit the scope of such governmental order or subpoena and/or obtain confidential treatment for any material required to be disclosed in response thereto, and, further, Guarantor shall give United not less than thirty (30) days' prior written notice of any such required disclosure and an opportunity for United to assert objections and exceptions to such disclosure. Unless prohibited by applicable law, the parties shall agree upon the timing and content of any public disclosure or press release relating to this Agreement or the COU Flights and no such public disclosure or press release shall be made or issued that has not been agreed upon by the parties hereto. Guarantor represents and warrants that (a) it is required by law (including Section 610.021 of the revised Statutes of Missouri and City Ordinance 2-15.3) to disclose and release an unredacted copy of this Agreement to Guarantor's City Council in connection with Guarantor's City Council's (x) approval of this Agreement and (y) approval, authorization, reservation, restriction, and allocation of funds for the Guarantor's payment of and to secure Guarantor's obligation to pay all amounts Guarantor may be required to pay to United under this Agreement, and (b) such disclosure and release of an un-redacted copy of this Agreement referenced in subsection (a) above is accomplished by Guarantor posting, on the Guarantor's website, an un-redacted copy of this Agreement with the agenda for Guarantor's City Council meeting. In reliance of the foregoing representations, United hereby consents to Guarantor's disclosure and release of an un-redacted copy of this Agreement to Guarantor's City Council (by Guarantor posting an un-redacted copy of this Agreement in connection with the agenda for the Guarantor's City Council meeting scheduled for the purposed set forth in (x) and (y)

Execution Version

above). Neither party shall have the right to use the other party's name, logo or other marks without the express written permission of the other party.

15. Indemnification and Hold Harmless. To the extent permitted by law, each party (the “**Indemnifying Party**”) shall indemnify and hold harmless the other party, and its officers, directors, employees and agents (each an “**Indemnified Party**”) from and against all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable attorneys’ fees) of any nature whatsoever suffered by the Indemnified Party as a result of claims by third parties arising out of the willful misconduct or negligent acts, errors or omissions of the Indemnifying Party in connection with this Agreement, except to the extent caused by any Indemnified Party’s negligence or willful misconduct. The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement.

16. Attorneys’ Fees. In the event of any litigation between the parties hereto concerning this Agreement and the enforcement hereof, the prevailing party in such action shall be entitled to receive from the other party all reasonable costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party in such action.

17. Counterparts and Headings. This Agreement may be executed in several counterparts, which together shall constitute one and the same instrument, and any party hereto may execute this Agreement by pdf or other electronic signature, which shall be effective as an original signature for all intents and purposes. The headings used to identify sections and paragraphs/subsections are for reference purposes only and shall have no bearing on the interpretation of this Agreement.

18. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given (A) upon delivery by hand, (B) one (1) day after delivery to a commercial courier (example, FedEx) for next business day delivery properly addressed and prepaid, or (C) within three (3) days after placement in the U.S. mail properly addressed and with sufficient postage for certified mail, return receipt requested to the addresses set forth in the first paragraph of this Agreement or such address as a party may designate in writing pursuant to this notice provision (provided, however, and notwithstanding the foregoing, any invoices rendered by United may be sent to Guarantor via electronic communication to Michael Parks at michael.parks@como.gov and Matthew Lue at matthew.lue@como.gov).

19. Miscellaneous.

A. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement or any provision of this Agreement may not be amended, modified or waived except by a written agreement signed by both parties hereto.

B. This Agreement may not be assigned by either party hereto without the written consent of the other party; provided that United may assign this Agreement without such consent to an air carrier that is its corporate affiliate or successor without such consent.

C. THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF THE STATE OF MISSOURI.

D. The parties hereto represent that they have the authority to enter into this

Execution Version

Agreement.

[Signature Page Follows]

Execution Version

IN WITNESS WHEREOF, United and Guarantor have each caused this Agreement to be signed and delivered by its duly authorized representative, all as of the date first written above.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 5540-262540-ECMAS and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Finance Director

United Airlines, Inc.

By: _____
Mark Weithofer
Managing Director, Global Network Planning