

## MINUTES

Monday, February 14, 2011  
10:00 A.M.

Manistee County Blacker Airport  
Conference Room

Members Present: Ervin Kowalski, Chairperson; Paul Schulert, Vice-Chairperson; Duane Anderson; Glenn Lottie; and Ross Spencer

Members Absent: Dale Picardat; and Bob Wilson

Others Present: Barry Lind, Airport Manager; Russell Pomeroy, Airport Authority Treasurer; Ken Grabowski, Manistee News Advocate; and Rachel Nelson, Airport Authority Secretary

Ervin Kowalski, Chairperson, called the meeting to order at 12:00 P.M. Roll was taken by the Secretary.

The Chairman confirmed that each member had received a copy and had an opportunity to review the minutes from the regular meeting of the Airport Authority held on Monday, January 10, 2011.

**There was a motion by Mr. Schulert, supported by Mr. Spencer to approve the Airport Authority regular meeting minutes of Monday, January 10, 2011, as presented. Motion carried by unanimous vote.**

The Authority next reviewed the January 2011 Accounts Payable Report (APPENDIX A). Mr. Pomeroy noted that the Piper McCredie Agency payment is for the insurance that was approved last month. The Blarney Castle payment is for two loads of diesel fuel and the Road Commission payment is for one load of sand. The Manistee Welding payment was for equipment repairs. The Chamber of Commerce payment is for annual membership dues.

**There was a motion by Mr. Spencer, supported by Mr. Kowalski to approve the January 2011 Accounts Payable Report and authorize payment of the outstanding invoices totaling \$50,879.55.**

**A roll call vote was taken:**

**Yeas: 5 (Kowalski; Schulert; Anderson; Lottie; Spencer)**

**Nays: 0**

**Absent: 2 (Picardat; Wilson)**

**Motion carried.**

The Authority next reviewed the January 2011 Financial Statement (APPENDIX B) which includes a Balance Sheet, a Statement of Revenue and Expenses, and a running account of the Passenger Facility Charges collected.

**There was a motion by Mr. Schulert, supported by Mr. Lottie to approve the January 2011 Financial Statement. Motion carried by unanimous vote.**

Mr. Lind informed the Authority that Frontier was awarded the EAS contract for service at Manistee Blacker Airport on January 18, 2011. Frontier will take over for Great Lakes on April 18, 2011 (beginning with the afternoon flight), and Frontier personnel will be at the airport with giveaways, etc. The schedule has changed from what was originally proposed by Frontier. The airplane will be at Manistee Blacker Airport overnight, with flights leaving/arriving one hour later than the current Great Lakes schedule. Mr. Lind stated that Frontier has been good to work with so far, and the introductory fares are low.

Mr. Lind presented the Airport Lease Agreement, which would be for the space that Frontier Airlines would lease from the Airport Authority (APPENDIX C). George Saylor has reviewed this agreement. After discussion,

**There was a motion by Mr. Lottie, supported by Mr. Anderson to approve the Airport Lease Agreement with Frontier Airlines and authorize the Chair to sign the agreement.**

**A roll call vote was taken:**

**Yeas: 5 (Schulert; Kowalski; Spencer; Lottie; Anderson)**

**Nays: 0**

**Absent: 2 (Picardat; Wilson)**

**Motion carried.**

Mr. Lind also presented two press releases regarding the new service at Manistee Blacker Airport (APPENDIX D). Mr. Lind has continued planning for marketing with MS Creative. He has met with representatives from Little River Casino & Resort and Manistee National, and will be meeting with representatives from Crystal Mountain and Frontier Marketing during February. The new service was mentioned on February 11, 2011 on TV 7&4 by the Traverse City Area Chamber of Commerce President. Mr. Lind noted that the Chamber Business After Hours will be hosted at the airport on April 18, 2011 (the day Frontier begins service). Mr. Lind will be submitting a Manistee Local Revenue Sharing Board Grant application for Cycle I-2011 for marketing funds for the new airline, and is also asking Frontier and other businesses that have an interest to contribute towards these funds. Mr. Lind didn't feel there should be any significant marketing prior to April to avoid confusion.

Mr. Lind will be attending the Michigan Airport Conference on February 16-17, 2011. Mr. Lottie and Mr. Lind recently met with Consumers Energy to discuss the airport's high energy use. They recommended asking Peckham Engineering what the expected energy load should be. Consumers Energy does offer different rate plans that may help lower the electric expense.

Mr. Lind informed the Authority that the new Congress is actively pushing to eliminate the EAS program, either for the next fiscal year or immediately. It would be highly unlikely that commercial service could continue from Manistee Blacker Airport without the EAS funding. With five EAS cities in the Upper Peninsula and three in the Lower Peninsula, Michigan would be impacted more than any State other than Alaska. Michigan Senators are supportive of the EAS program.

The Guidelines Committee reported that they have gone through the definitions section and are continuing to work on updating the guidelines for the airport.

There was no report from the Promotion Committee.

Sheets were handed out showing airplane passenger numbers for 2011 as well as the previous six years (APPENDIX E), and the Orchard Beach Aviation rent information (APPENDIX F). There were no Airport incidents to report. Mr. Lind presented a report on airfares which compares flights from Manistee with Frontier's introductory fares, Traverse City and Grand Rapids for travel in May 2011 (APPENDIX G).

It was noted that the airport could request a special postage cancellation for the airport's 50<sup>th</sup> anniversary.

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Mr. Lottie will follow-up with this. There was also discussion on sanding the parking lot, including places to purchase sand and having the parking lot commercially done. Mr. Lind stated that this is something his staff can do. Mr. Lottie wondered if there was a good solution to the sign in front of the airport and making the entrance more noticeable. State highway markers from MDOT, a turning lane, signs from the Road Commission, and moving the current sign so that it's sideways and in the middle of the driveway were options that were discussed.

With there being no further business to come before the Authority, the meeting was adjourned at approximately 11:25 A.M.

Respectfully submitted,

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Rachel Nelson, Airport Authority Secretary

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(under Board of Commissioners), etc.

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# MANISTEE COUNTY BLACKER AIRPORT

## JANUARY 2011 ACCOUNTS PAYABLE

| CHECK # | VENDOR NAME                                  | AMOUNT              |
|---------|--|---------------------|
|         | BARRY LIND                                   | \$ 3,278.18         |
|         | CONSUMERS ENERGY                             | \$ 3,283.08         |
|         | A T & T                                      | \$ 16.63            |
|         | MICHCON (DTE ENERGY)                         | \$ 1,455.00         |
|         | GOCKERMAN, WILSON, SAYLOR                    | \$ 442.75           |
|         | MANISTEE CHAMBER OF COMMERCE                 | \$ 345.00           |
|         | WEATHER SERVICES INTERNATIONAL               | \$ -                |
|         | NAPA AUTO PARTS                              | \$ 346.75           |
|         | ACE HARDWARE                                 | \$ 185.65           |
|         | FASTENAL                                     | \$ 198.98           |
|         | DIRECT TV                                    | \$ -                |
|         | COFESSCO FIRE PROTECTION                     | \$ 110.00           |
|         | PIPER McCREDIE AGENCY                        | \$ 18,364.39        |
|         | PECKHAM ENGINEERING                          | \$ 50.00            |
|         | MANISTEE TIRE                                | \$ 17.95            |
|         | PRIMARY AIRPORT SERVICES                     | \$ -                |
|         | MANISTEE WELDING & PIPING SERVICE            | \$ 284.00           |
|         | MANISTEE COUNTY ROAD COMMISSION              | \$ 173.51           |
|         | BLARNEY CASTLE                               | \$ 2,575.02         |
|         | <b>TOTAL</b>                                 | <b>\$ 31,126.89</b> |
|         | <b>ADVERTISING INVOICES</b>                  |                     |
|         | MS CREATIVE SERVICES                         | \$ -                |
|         | <b>TOTAL</b>                                 | <b>\$ -</b>         |
|         | <b>ORCHARD BEACH AVIATION</b>                | <b>\$ 19,752.66</b> |
|         | REGULAR HOURS                    270 @ 15.00 | 4,050.00            |
|         | MAINTENANCE HOURS            261.5 @ 15.00   | 3,922.50            |
|         | PART 139 LABOR                               | 11,630.16           |
|         | INTERNET                                     | 150.00              |
|         | <b>GRAND TOTAL</b>                           | <b>\$ 50,879.55</b> |

## MANISTEE COUNTY BLACKER AIRPORT

|   | JANUARY 2011 REVENUE & EXPENSES |                      | BUDGET REMAINING     |                      | 67%        |
|---|---------------------------------|----------------------|----------------------|----------------------|------------|
|   | CURRENT<br>MONTH                | YEAR-TO<br>DATE      | ANNUAL<br>BUDGET     | BALANCE<br>\$        | %          |
| <b>INCOME:</b>                                  |                                 |                      |                      |                      |            |
| HANGER RENTAL                                   | \$ 1,275.00                     | \$ 5,760.00          | \$ 20,400.00         | \$ 14,640.00         | 72%        |
| LANDING FEES - GREAT LAKES                      | \$ 17,815.24                    | \$ 71,260.96         | \$ 212,882.00        | \$ 141,621.04        | 67%        |
| LANDING FEES - GENERAL AVIATION                 | \$ -                            | \$ 153.00            | \$ 1,250.00          | \$ 1,097.00          | 88%        |
| AUTO RENTAL SPACE                               | \$ 3,147.90                     | \$ 3,147.90          | \$ 5,000.00          | \$ 1,852.10          | 37%        |
| OFFICE RENT                                     | \$ 955.00                       | \$ 3,820.00          | \$ 11,460.00         | \$ 7,640.00          | 67%        |
| COUNTY OF MANISTEE                              | \$ 9,583.00                     | \$ 38,332.00         | \$ 115,000.00        | \$ 76,668.00         | 67%        |
| FUEL SALES                                      | \$ 348.92                       | \$ 1,542.53          | \$ 6,500.00          | \$ 4,957.47          | 76%        |
| SIGN LEASE                                      | \$ 500.00                       | \$ 500.00            | \$ 3,800.00          | \$ 3,300.00          | 87%        |
| MISCELLANEOUS                                   | \$ -                            | \$ 870.00            | \$ 1,000.00          | \$ 130.00            | 13%        |
| <b>TOTAL INCOME</b>                             | <b>\$ 33,625.06</b>             | <b>\$ 125,386.39</b> | <b>\$ 377,292.00</b> | <b>\$ 251,905.61</b> | <b>67%</b> |
| <b>EXPENSES:</b>                                |                                 |                      |                      |                      |            |
| PERSONNEL - MANAGEMENT                          | \$ 3,278.18                     | \$ 13,112.72         | \$ 39,340.00         | \$ 26,227.28         | 67%        |
| PERSONNEL - OPERATIONS & MAINTENANCE            | \$ 19,602.66                    | \$ 72,433.14         | \$ 218,872.00        | \$ 146,438.86        | 67%        |
| DUES & MEETINGS                                 | \$ 345.00                       | \$ 345.00            | \$ 800.00            | \$ 455.00            | 57%        |
| SUPPLIES  | \$ 198.98                       | \$ 413.57            | \$ 4,000.00          | \$ 3,586.43          | 90%        |
| UTILITIES                                       | \$ 4,888.08                     | \$ 11,385.24         | \$ 35,000.00         | \$ 23,614.76         | 67%        |
| FUEL  | \$ 2,575.02                     | \$ 5,153.99          | \$ 6,500.00          | \$ 1,346.01          | 21%        |
| REPAIRS & MAINTENANCE                           | \$ 1,117.86                     | \$ 2,977.34          | \$ 10,000.00         | \$ 7,022.66          | 70%        |
| TERMINAL IMPROVEMENTS                           | \$ -                            | \$ -                 | \$ -                 | \$ -                 | 0%         |
| CONTRACTED SERVICES                             | \$ -                            | \$ 357.00            | \$ 1,600.00          | \$ 1,243.00          | 78%        |
| LEGAL   | \$ 442.75                       | \$ 1,661.75          | \$ 5,000.00          | \$ 3,338.25          | 67%        |
| AUDIT   | \$ -                            | \$ -                 | \$ 1,500.00          | \$ 1,500.00          | 100%       |
| ADVERTISING                                     | \$ -                            | \$ -                 | \$ 5,880.00          | \$ 5,880.00          | 0%         |
| TELEPHONE                                       | \$ 16.63                        | \$ 72.58             | \$ 300.00            | \$ 227.42            | 76%        |
| INSURANCE                                       | \$ 18,364.39                    | \$ 19,941.39         | \$ 22,000.00         | \$ 2,058.61          | 9%         |
| TRAINING (FIRE FIGHTER)                         | \$ -                            | \$ -                 | \$ 1,000.00          | \$ 1,000.00          | 0%         |
| EQUIPMENT                                       | \$ -                            | \$ -                 | \$ 19,500.00         | \$ 19,500.00         | 0%         |
| BOOKKEEPING                                     | \$ -                            | \$ -                 | \$ 3,000.00          | \$ 3,000.00          | 100%       |
| NOTES PAYABLE                                   | \$ -                            | \$ -                 | \$ -                 | \$ -                 | 0%         |
| TRANSFER OUT/FUND BALANCE                       | \$ -                            | \$ -                 | \$ -                 | \$ -                 | 100%       |
| MISCELLANEOUS                                   | \$ 50.00                        | \$ 754.21            | \$ 3,000.00          | \$ 2,245.79          | 75%        |
|   | <b>\$ 50,879.55</b>             | <b>\$ 128,607.93</b> | <b>\$ 377,292.00</b> | <b>\$ 248,684.07</b> | <b>66%</b> |
| <b>EXCESS REVENUE OVER/(UNDER) EXPENDITURES</b> | <b>\$ (17,254.49)</b>           |                      | <b>\$ (3,221.54)</b> |                      |            |
| <b>BALANCE ON HAND - AIRPORT FUND</b>           |                                 |                      |                      |                      |            |
| BEGINNING BALANCE 01/01/11                      | \$ 37,090.07                    |                      |                      |                      |            |
| JANUARY RECEIPTS                                | \$ 34,787.26                    |                      |                      |                      |            |
| DECEMBER DISBURSEMENTS                          | \$ (30,904.14)                  |                      |                      |                      |            |
|   | <b>\$ 40,973.19</b>             |                      |                      |                      |            |

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# MANISTEE COUNTY BLACKER AIRPORT

## JANUARY 2011 BALANCE SHEET

| ASSETS                                    | 1/31/2011           | 12/31/2010          |
|---|---------------------|---------------------|
| CASH                                      | \$ 40,973.19        | \$ 37,090.07        |
| ACCOUNTS RECEIVABLE                       |                     |                     |
| GREAT LAKES AIRLINES                      | \$ 17,815.24        | \$ 17,815.24        |
| STATE OF AUTO RENTAL                      | \$ -                | \$ -                |
| MISC.                                     | \$ 848.92           | \$ 2,011.12         |
| <b>TOTAL ASSETS</b>                       | <b>\$ 59,637.35</b> | <b>\$ 56,916.43</b> |
| <b>LIABILITIES</b>                        | <b>1/31/2011</b>    | <b>12/31/2010</b>   |
| ACCOUNTS PAYABLE - TRADE                  | \$ 50,879.55        | \$ 30,904.14        |
| ACCOUNTS PAYABLE - COUNTY                 | \$ -                | \$ -                |
| PREPAID HANGER RENT                       | \$ -                | \$ -                |
| <b>TOTAL LIABILITIES</b>                  | <b>\$ 50,879.55</b> | <b>\$ 30,904.14</b> |
| <b>FUND BALANCE</b>                       | <b>\$ 8,757.80</b>  | <b>\$ 26,012.29</b> |
| <b>TOTAL LIABILITIES AND FUND BALANCE</b> | <b>\$ 59,637.35</b> | <b>\$ 56,916.43</b> |

|  |                               |
|--|-------------------------------|
| <b>PASSENGER FACILITY CHARGES COLLECTED THROUGH 01/31/2011</b>   | <b>\$ 33,045.60</b>           |
| STATE OF MICHIGAN - TAXIWAY LIGHTING PROJECT                     | \$ (475.00)                   |
| STATE OF MICHIGAN - PAVEMENT MARKING PROJECT                     | \$ (1,400.00)                 |
| STATE OF MICHIGAN - TAXIWAY LIGHTING PROJECT                     | \$ (5,900.00)                 |
| <b>PFC FUNDS AVAILABLE</b>                                       | <b>\$ 25,270.60</b>           |
| <b>BALANCE DUE TO MANISTEE COUNTY ON THE FUEL FARM AS OF:</b>    | <b>9/30/2009 \$ 19,577.36</b> |
| <b>BALANCE DUE TO MANISTEE COUNTY ON THE FUEL FARM AS OF:</b>    | <b>7/1/2010 \$ 16,228.49</b>  |
| <b>BALANCE DUE TO MANISTEE COUNTY ON THE FUEL FARM AS OF:</b>    | <b>9/30/2010 \$ -</b>         |
| <b>PUBLIC IMPROVEMENT FUND - CASH AVAILABLE</b>                  | <b>\$ 24,686.88</b>           |
| <b>PAYOFF FUEL FARM FROM PUBLIC IMPROVEMENT FUND</b>             | <b>\$ (16,228.49)</b>         |
| (per Board of Commissioner action 7/20/2010)                     |                               |
| <b>PUBLIC IMPROVEMENT FUND - CASH AVAILABLE AS OF 01/31/2011</b> | <b>\$ 8,458.39</b>            |

AIRPORT LEASE AGREEMENT

This Agreement, made and entered into as of \_\_\_\_\_, 2011, by and between the Manistee Blacker Airport Authority, a body corporate, under the provisions of Act 206, Public Acts of 1957, of the State of Michigan, (hereinafter referred to as “Lessor”), and Frontier Airlines, Inc., a wholly owned subsidiary of Republic Airways Holdings, Inc., of 8909 Purdue Road, Suite 300, Indianapolis, IN 46268, (hereinafter referred to as the “Lessee”).

WITNESSETH:

WHEREAS, Lessor owns, operates and controls Manistee County Blacker Airport, hereinafter referred to as “Airport”, located in the Township of Manistee, Manistee County, Michigan, and

WHEREAS, Lessor has a terminal building, offices, ramp space and other facilities available at the Airport, and has the power and authority to grant certain rights and privileges with respect to same, and

WHEREAS, Lessee has scheduled airline service at the Airport, and desires to lease certain facilities for its operations, and

WHEREAS, Lessor desires to make certain airport facilities available to Lessee, so that Lessee may more readily provide airline service to the area.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, It Is Agreed, As Follows:

I. That Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following facilities at the Airport, to-wit:

The exclusive use of approximately 295 square feet of space in the South central portion of the Terminal Building, and the non-exclusive use by the Lessee, its employees, passengers, guests, patrons and invitees, in common with others, of 1407 square feet in the Terminal Building, including baggage handling area, check in area and the secure waiting area. In addition the Lessee, its employees, passengers, guests, patrons and invitees, in common with others shall have access to additional public spaces including its lobby, waiting rooms, hallways, restrooms and other public spaces. The space herein demised to the Lessee for its exclusive use may be used by Lessee for ticket office, operations office, passenger service, office and baggage service purposes or such other purposes as Lessee may deem desirable in the conduct of its scheduled airline service.

2. TERM AND RENTAL: That this Lease shall be for a term of Two Years, commencing on the 18th day of April, 2011 and terminating on the 30th day of April, 2013, and during that term Lessee shall pay rental to Lessor, as follows, to-wit:

|   |                    |
|---|--------------------|
| Office space at \$21.83 per square foot<br>(295 square feet)                        | \$ 6,439.85        |
| Electrical utility reimbursement (\$1.51 per square foot – 1702<br>square feet)     | \$ 2,570.02        |
| Airline Lobby/Waiting/Baggage Area at \$19.53<br>per square foot (1407 square feet) | <u>\$27,478.71</u> |
| Total Annual Rental   | \$36,488.58        |
| Total Monthly Rental  | \$ 3,040.72        |

Monthly rate of \$3,040.72 commencing on the 1<sup>st</sup> day of May, 2011, and a like payment on the 1<sup>st</sup> day of each month thereafter. April rent to be pro-rated with \$1,317.65 (13/30ths) due April 18, 2011.

Lessor shall responsible for all utility costs which may be separately metered. In addition to the sums provided above, Lessee shall pay to Lessor the sum of \$250 per month from October through March representing reimbursement for estimated electrical utility service associated with aircraft de-icing and ground power unit (GPU) usage.

In addition to the foregoing rental for lease of the above facilities, Lessee shall pay the following monthly landing fees and handling fees to Lessor, during the term of this Lease, to-wit:

Monthly Landing Fee as follows:

|   |            |
|---|------------|
| \$20/landing x 13 landings/week x 52 weeks/year |            |
| \$13,520 per year                               | \$1,126.67 |

Monthly handling Fee as follows:

|  |                    |
|--|--------------------|
| \$450/day x 30 days/month x 12 months/year |                    |
| \$162,000.00 per year                      | <u>\$13,500.00</u> |

|   |             |
|---|-------------|
| Total monthly landing and handling fees | \$14,626.67 |
|---|-------------|

The above monthly payments shall be made to Manistee Blacker Airport Authority at the Authority's mailing address, unless otherwise designated by the Authority in writing, in accordance with the provisions of Paragraph 2B of this Agreement. Date of receipt by the Authority constitutes date of payment, with a service charge of one and one-half percent (1-1/2%) per month to be due and payable if the monthly payment has not been received by the fifteenth (15<sup>th</sup>) day of each month during the term of this Lease.

3. EXTENSION AND RENEWAL: That sixty (60) days prior to the expiration of the within Lease, the Lessor and Lessee, through their respective representatives, shall meet, and, in good faith, shall attempt to arrive at mutually satisfactory terms for an extension or termination of the within Lease. Lessee may terminate this Lease at any time upon 60 days' notice if Lessee shall cease operations at the Airport.

4. TAXES: Lessee shall pay all personal property taxes levied against the personal property owned by Lessee and located upon or within said leased premises, and

shall pay all taxes, assessments and/or fees related to the operation of its business upon or within said leased business premises.

5. UTILITIES AND CUSTODIAL SERVICES: Lessor shall pay and be responsible for heat and electricity, except as provided in paragraph 2 above, and shall also clean and maintain the leased areas excepting the leased office space.

6. ACCESS AREAS: Lessor agrees to provide Lessee's customers and employees with access to the terminal building's main lobby, restrooms, and parking lot.

7. REPAIR AND MAINTENANCE OF PREMISES: Lessee agrees to and does hereby accept the premises herein leased in the condition at the commencement of the rental term. Lessee agrees to keep the premises in as good repair as reasonable wear and tear excepted, and to return the premises at the expiration of the term in like condition as when taken, and from time to time improved by either the Lessor or the Lessee. No structural changes shall be made in the leased premises without the prior written approval of Lessor, which shall not be unreasonably withheld. Lessor shall be responsible for preserving the structural integrity of the building, including plumbing and electrical systems. Lessor is unaware of any asbestos or other hazardous substance located in the building.

8. DAMAGE BY FIRE OR OTHER CASUALTY TO BUILDING: In the event the building or structural improvements on the premises are injured or destroyed by fire or other casualty during the term of this Lease, the Lessor shall repair and restore the same to tenantable condition as promptly as is practical, and the rent herein provided shall abate during the time that said premises are untenable in proportion to the extent that the Lessee is deprived of the use of the building. If the building or structural

improvements shall be damaged or destroyed to the extent of more than one-half (1/2) of its then current value, Lessor shall not be obligated to rebuild or repair the same and if Lessor so elects, and this Lease shall be terminated forthwith by thirty (30) days written notice to Lessee.

9. WAR OR DECLARED EMERGENCY: During time of war or declared emergency, Lessor shall have the right to enter into an agreement with the United States Government for use, including military use, of part or all of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities of the Airport. The Airport may further be closed by lawful authority for a period of time, or its use restricted in such manner as to substantially interfere with the use of the premises by Lessee. In the event the Airport is closed for a period of time by lawful authority or its use restricted in such manner as to substantially interfere with the use of the premises by Lessee or in the event Lessor enters into an agreement with the United States Government which substantially interferes with the use of the premises by Lessee, no rent shall be payable during such period and Lessee may elect to terminate this Lease Agreement by thirty (30) days written notice to the Lessor.

10. EMINENT DOMAIN/CONDEMNATION: If at any time during the term of this Lease or any extension thereof the entire premises, or such portion thereof as would render the use by the Lessee of the premises unprofitable or impractical, shall be taken or appropriated by virtue of eminent domain or other similar proceedings, or be condemned for any public or quasi-public use, the Lessee shall have the right and privilege of terminating this Lease with thirty (30) days written notice. All rents and other charges and payments reserved herein shall be abated from the time of such taking

and appropriation. In the event of a partial taking or appropriation of the demised premises not resulting in a termination of this Lease, the Lessee shall be entitled to an abatement of rent, immediately upon the taking, in such amount as shall be just and equitable. In the event such amount cannot be agreed upon between the parties hereto, the same shall be determined by arbitration in accordance with the rules of the American Arbitration Association.

11. LESSOR'S LIABILITY: Lessor will not be liable to the Lessee, its agents, employees, or invitees on account of any injury or death to persons occurring on and about the demised premises during the term of this Lease, except if such damage, injury or death may be the direct result of the negligent acts or omissions of Lessor or its agents or employees.

12. LESSOR'S RESERVATIONS: Lessor reserves the right to operate, maintain or develop the landing area and all publicly owned facilities of the Airport as it sees fit, regardless of the desires or views of Lessee; without interference or hindrance of Lessee; and, without being obligated to Lessee. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft; provided, however, that if Lessor in exercising such rights reserved to it, deprives Lessee of the use of the demised premises or substantially interfere with the use of the premises by Lessee, Lessee may elect to terminate this Lease Agreement by thirty (30) days written notice to the Lessor.

13. REMOVAL OF FIXTURES: Lessor agrees that all signs and fixtures erected in or attached to premises by Lessee may be removed by Lessee at the termination of this Lease, providing such removal does not result in substantial damage to the premises and further provided that any damage resulting from such removal shall be repaired by Lessee.

14. QUIET ENJOYMENT: Lessor covenants and agrees that upon payment of the rents herein provided and upon compliance with all of the other terms and conditions hereof, the Lessee may peacefully and quietly have, hold and enjoy the leased premises for the term hereinabove stated.

15. PASSENGER SERVICE REQUIREMENTS: Lessee shall provide, as a certified air carrier, passenger service from the Airport as required under its Certificate of Public Necessity and Convenience.

16. LAW, ORDINANCES AND REGULATIONS: Lessee agrees that in its use of the leased premises it will comply with all present and future valid laws, ordinances, rules and regulations of the Federal Government, State of Michigan, County of Manistee, Township of Manistee, Manistee Blacker Airport Authority (as its rules are reasonably promulgated), and agencies thereof relating to the occupancy or use of the leased premises and that it will not use the leased premises or allow them to be used for any illegal or unsafe purpose.

17. SIGNS: Lessee agrees that any signs erected on Airport property shall conform to the Manistee County and Manistee Township Sign Ordinances and may be erected by Lessee, at its expense, only after written approval by the Airport Manager which shall not be unreasonably withheld. Lessee agrees to remove such signs, in

accordance with the terms of the foregoing Paragraph 13, at its expense, if it vacates the leased premises or if this Lease is terminated.

18. ASSIGNMENT OR SUB-LETTING: Lessee may not assign or transfer this Lease, or any interest herein, or sublet the leased premises or any part thereof without prior written consent of Lessor, which consent shall not be withheld without just cause, and any attempt to assign, transfer or sublet same without consent of Lessor shall be void, and, at the option of Lessor, deemed sufficient grounds for cancellation and termination of this Lease.

19. INDEMNITY AND INSURANCE AGAINST LIABILITY: Lessee shall provide adequate compensation insurance covering all of its employees sufficient to satisfy the requirements of the Worker’s Compensation Act of the State of Michigan, and evidence of such coverage shall be submitted to the Airport Manager. Lessee shall also procure and maintain, at its own expense, during the term of this Lease, the following policies of insurance, to-wit:

| <u>POLICY</u>                   | <u>LIMIT OF LIABILITY</u> |
|---------------------------------|---------------------------|
| Airport Liability               | \$4,000,000               |
| Comprehensive General Liability | \$1,000,000               |

Lessee agrees to include the Lessor as an additional insured on each policy. Lessee further agrees to indemnify, defend and hold harmless and to protect the Lessor and all its officers, agents, and representatives in their official capacity, from all loss, risk of loss (including expenses) sustained or incurred because of or by reason of any kind, including death or property damage arising out of or relating to Lessee’s operations at the Manistee County Blacker Airport, unless caused by Lessor’s intentional or negligent acts.

The Lessee shall also furnish a certificate of insurance confirming the foregoing insurance coverages and provide thirty (30) days (10 days for nonpayment of premium) written notice to Lessor prior to cancellation of same.

20. RIGHT OF ENTRY: Lessor reserves the right for its officers, agents and representatives to enter upon the leased premises at any reasonable time and with reasonable notice for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the conditions of this Lease Agreement.

21. DEFAULT: If Lessee defaults in payment of rent as herein provided and such default continues for sixty (60) days, or if either party fails to perform any covenant or condition of the Lease required to be performed by the other party, within sixty (60) days after written notice is submitted to either party of the nature of such breach, or if Lessee becomes insolvent, makes an assignment for the benefit of creditors or is adjudicated bankrupt, or a receiver is appointed for Lessee at its request, or the Lessee abandons or vacates said leased premises before the end of the term, then, in any such event, it shall be lawful for the non-defaulting party at any time thereafter to terminate this Lease Agreement in accordance with applicable Michigan law and statute.

22. SUBORDINATION: This Lease and Agreement shall be subject and subordinate to (a) approval of the Federal Aviation Administration, (b) any existing or future federal or state statute and/or any other governmental agency having jurisdiction over the leased premises, (c) any existing or future deed, lease or agreement between Lessor and the United States or the State of Michigan relative to the development, construction, operation, or maintenance of Manistee County Blacker Airport, the execution of which has been or may be required as a condition precedent to the

expenditure of federal or state funds for the development, construction, operation, or maintenance of said Airport. Provided, however, that in the event any such approval, deed, lease agreement or other conditions hereinbefore set forth in this paragraph restrict Lessee's use of said premises as provided for in this Lease in such a manner as to interfere with the use of the premises by Lessee, no rent shall be payable during such period and Lessee may elect to terminate this Lease Agreement by thirty (30) days written notice to Lessor.

23. COMPLIANCE WITH CIVIL RIGHTS ACT: Lessee, for itself, its successors and assigns, agrees to comply with the Civil Rights Act of 1964 (78 Stat 252) and the regulations of the Department of Transportation (439 CFR Part 21) issued pursuant to said Act, and as those statutes and regulations may be amended.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, handicap or sex, be excluded from participating in any employment activities covered in this Lease, and that no person shall be excluded on the grounds from participation in or receiving the services or benefits of any program or activity covered herein. Lessee further assures that it will require that its covered suborganizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Lessee, pursuant to the requirements of Act 453, P.A. 1976, as amended, (Michigan Civil Rights Act) agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to

their hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly relating to employment, because of his race, color, religion, national origin, ancestry, sex, height, weight, marital status, or age, except where a requirement as to age is based on a bona fide occupational qualification. Lessee further agrees that every sub-contract entered into for the performance of this Lease will contain a provision requiring non-discrimination in employment as herein specified.

24. AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS: The covenants, conditions and agreement made and entered into by the parties hereto are declared binding on their respective successors and/or assigns.

25. FEDERAL AVIATION ACT: Nothing herein contained shall be construed to grant or authorize the granting of any exclusive right prohibited under the Federal Aviation Act of 1958, as amended.

26. HOLDING OVER: Except as otherwise herein provided, any holding over after the expiration of the original term of this Lease, or after the expiration of the extension or renewal thereof pursuant to the terms of this instrument, shall create no rights in said Lessee and no tenancy of any duration shall be created thereby.

27. TERMINATION: This Lease may be terminated by Lessor or Lessee in accordance with the terms, covenants, conditions and agreements herein more specifically set forth in the within Lease upon thirty (30) day notice by the aggrieved party to the defaulting party and a failure to cure.

28. NOTICES: All notices or demands given or required to be given hereunder shall be in writing and sent by first class mail, postage prepaid, through the United States Postal System, addressed to the party to be affected at the addresses

provided in the body of this Lease, provided that either party, by like written notice, may designate any different address to which subsequent notices shall be sent.

Notices to Frontier Airlines, Inc. should be sent to:

8909 Purdue Road, Suite 300, Indianapolis, IN 46268

29. FORCE MAJEURE: This contract is subject to force majeure, and is contingent on strikes, accidents, acts of God, inability to secure labor, fire, or delays by suppliers or subcontractors beyond the control of the parties. If performance of this contract is prevented by any cause of force majeure, then this contract shall be void without penalty to either party for any such portion not delivered.

30. MODIFICATION OF AGREEMENT: This document constitutes the entire agreement between the parties hereto and may be modified by mutual agreement of both parties by written agreement only executed in the manner this document is executed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_ day of \_\_\_\_\_, 2011.

MANISTEE BLACKER AIRPORT  
AUTHORITY, a body corporate

By \_\_\_\_\_  
Ervin A. Kowalski, Sr.  
Its: Board Chairman

Frontier Airlines, Inc.

By \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) SS:  
COUNTY OF MANISTEE )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared **Ervin A. Kowalski, Sr.**, to me personally known, who, by me being duly sworn, did say that he is the Board Chairman of the Manistee Blacker Airport Authority, a body corporate, and that the said instrument was signed in behalf of the Airport by authority of its Board of Directors, and said Board Chairman acknowledged said instrument to be the free act and deed of the Airport.

\_\_\_\_\_

Notary Public, Manistee County, MI  
My commission expires:

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared \_\_\_\_\_, to me personally known, who, by me being duly sworn, did say that he is the \_\_\_\_\_ of Frontier Airlines, Inc., and that the said instrument was signed in behalf of the company by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of the Company.

\_\_\_\_\_

Notary Public, \_\_\_\_\_ County, IN  
My commission expires:

Prepared by:  
GOCKERMAN, WILSON, SAYLOR & HESSLIN, P.C.

By: George V. Saylor, III (P37146)

Attorneys at Law

414 Water Street

Manistee, MI 49660

(231) 723-8333

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# FRONTIER



## NEWS

FOR IMMEDIATE RELEASE

**Contact**

Lindsey Purves

720-374-4560

[media@flyfrontier.com](mailto:media@flyfrontier.com)

## Frontier Airlines adds new Michigan and Wisconsin cities

*Carrier brings low fares, reliability to Ironwood, Manistee and Rhinelander*

**DENVER (Feb. 3, 2011)** – Frontier Airlines, a wholly owned subsidiary of Republic Airways Holdings, Inc. (NASDAQ: RJET), is excited to announce it will begin new service to Ironwood, Mich. (IWD), Manistee, Mich. (MBL), and Rhinelander, Wis. (RHI) from its Milwaukee hub beginning April 18, 2011. These routes will be operated by Frontier's 37-seat Embraer 135 jet aircraft.

The addition of these new markets will bring the number of destinations Frontier serves in both Michigan and Wisconsin to five. Flights will be available for purchase beginning Sunday, Feb. 6, 2011, at [FrontierAirlines.com](http://FrontierAirlines.com)

"Our service to these three markets highlights Frontier's continued commitment to providing convenient and affordable air travel to the region," said Daniel Shurz, Vice President of Strategy and Planning. "Guests from Ironwood, Manistee and Rhinelander can look forward to our reliable service into Milwaukee with connections to our more than 70 destinations across the United States, Mexico and Costa Rica. We know these communities will respond well to the new service offered on the comfortable ERJ-135 jet aircraft."

Introductory fares will be available for these new markets once flights go on sale Sunday, Feb. 6, 2011, at [FrontierAirlines.com/introfares](http://FrontierAirlines.com/introfares)

Following are the schedules for the new service:

### Ironwood\* (effective April 18, 2011)

| Route   | Departs     | Arrives    | Frequency         |
|---------|-------------|------------|-------------------|
| IWD-MKE | 5:37 a.m.** | 7:17 a.m.  | Daily, except Sun |
| IWD-MKE | 10:37 a.m.  | 12:17 p.m. | Sun only          |
| IWD-MKE | 4:40 p.m.   | 6:22 p.m.  | Daily, except Sat |

| Route   | Departs   | Arrives    | Frequency         |
|---------|-----------|------------|-------------------|
| MKE-IWD | 2:35 p.m. | 4:18 p.m.  | Daily             |
| MKE-IWD | 9:35 p.m. | 11:18 p.m. | Daily, except Sat |

\*One-stop through flights

### Manistee (effective April 18, 2011)

| Route   | Departs     | Arrives    | Frequency         |
|---------|-------------|------------|-------------------|
| MBL-MKE | 7:30 a.m.** | 7:15 a.m.  | Daily, except Sun |
| MBL-MKE | 12:15 p.m.  | 12:00 p.m. | Sunday only       |
| MBL-MKE | 3:15 p.m.   | 3:00 p.m.  | Daily, except Sat |

| Route   | Departs   | Arrives   | Frequency         |
|---------|-----------|-----------|-------------------|
| MKE-MBL | 1:15 p.m. | 2:55 p.m. | Daily, except Sat |
| MKE-MBL | 2:30 p.m. | 4:10 p.m. | Saturday only     |
| MKE-MBL | 7:55 p.m. | 9:35 p.m. | Daily, except Sat |

**Rhineland** (effective April 18, 2011)

| Route   | Departs     | Arrives    | Frequency         |
|---------|-------------|------------|-------------------|
| RHI-MKE | 6:25 a.m.** | 7:17 a.m.  | Daily, except Sun |
| RHI-MKE | 11:25 a.m.  | 12:17 p.m. | Sun only          |
| RHI-MKE | 5:30 p.m.   | 6:22 p.m.  | Daily, except Sat |

| Route   | Departs   | Arrives    | Frequency         |
|---------|-----------|------------|-------------------|
| MKE-RHI | 2:35 p.m. | 3:30 p.m.  | Daily             |
| MKE-RHI | 9:35 p.m. | 10:30 p.m. | Daily, except Sat |

\*\* Flights begin April 19, 2011

For more information or to purchase your next Frontier flight, please visit [FrontierAirlines.com](http://FrontierAirlines.com)

###

### About Frontier Airlines

Frontier Airlines is a wholly owned subsidiary of Republic Airways Holdings, Inc. (NASDAQ: RJET), an airline holding company that also owns Chautauqua Airlines, Lynx Aviation, Republic Airlines and Shuttle America. Currently in its 17<sup>th</sup> year of operations, Frontier employs more than 5,500 aviation professionals and operates more than 550 daily flights from its hubs at Denver International Airport and Milwaukee's General Mitchell International Airport. Frontier offers routes to more than 70 destinations in the United States, Mexico and Costa Rica.

For more in-depth information on Frontier Airlines and to book tickets, please visit its website at [FrontierAirlines.com](http://FrontierAirlines.com)

***For Immediate Release***

Contact: Barry Lind, Airport Manager

Telephone: (231) 723-4351

e-mail: manisteeairport@gmail.com

**Frontier Airlines to Provide Jet Service at Manistee Blacker Airport**

A new chapter in regional air travel will begin on April 18, 2011, when Frontier Airlines starts regional jet service from Manistee County Blacker Airport (MBL) via Milwaukee's General Mitchell International (MKE). Frontier's service will replace the current turboprop service provided by Great Lakes Airlines.

"For the first time, we will have an airline bringing competitive fares to Northern Michigan", said Barry Lind, Airport Manager at Manistee Blacker, "Frontier has positioned themselves as a reliable, value-based airline." The airline is expected to launch ticket sales for the new route on February 6. "We anticipate some excellent introductory pricing", added Lind. Tickets will be available from Frontier at <[www.frontierairlines.com](http://www.frontierairlines.com)> or by calling 800-432-1359. Tickets will also be available for purchase through local travel agents or online travel websites.

Lind expects the airline to draw customers from throughout northwest Michigan. "We already see many passengers from throughout the region utilize the Manistee Blacker Airport. With free parking, ease of access at both the Manistee and Milwaukee airports, and now with Frontier's competitive pricing and regional jets, flying from Manistee becomes a very attractive travel option," commented Lind.

Frontier Airlines will offer 13 non-stop weekly round trips from Manistee to Milwaukee aboard Embraer 135 regional jets. "We are really looking forward to the jet service", said Lind, "it will be a big improvement and a boost for the local economy."

Frontier Airlines flies to over 70 destinations in the United States, Mexico, and Central America from "hub airports" in Milwaukee and Denver. "This is a game-changer when it comes to creating a competitive pricing environment in the Northern Michigan travel market", concluded Lind. "In the end, the traveling consumer will reap the benefits."

# # #

Manistee County Blacker Airport

**Enplaned/Deplaned**

|       | 2005       |       | 2006       |       | 2007       |       | 2008       |       | 2009       |       | 2010       |       | 2011       |       |
|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|
|       | Out/In     | Total |
| Jan   | MW 141/118 | 259   | MW 150/101 | 251   | MW 210/164 | 374   | MW 234/169 | 403   | GL 138/106 | 244   | GL 212/145 | 357   | GL 201/169 | 370   |
| Feb   | 183/147    | 330   | 137/133    | 270   | 198/184    | 382   | 215/200    | 413   | 112/93     | 205   | 196/150    | 346   |            |       |
| Mar   | 168/199    | 367   | 197/203    | 400   | 224/229    | 453   | 213/200    | 413   | 149/139    | 288   | 216/231    | 447   |            |       |
| Apr   | 132/152    | 284   | 191/218    | 409   | 183/239    | 422   | 18/38      | 56    | 119/140    | 259   | 272/255    | 527   |            |       |
| May   | 162/152    | 314   | 200/217    | 417   | 238/251    | 489   | 0/0        | 0     | 184/180    | 364   | 263/302    | 565   |            |       |
| Jun   | 147/169    | 316   | 233/283    | 516   | 252/309    | 561   | GL 94/113  | 207   | 166/213    | 379   | 311/366    | 677   |            |       |
| Jul   | 232/208    | 440   | 318/332    | 650   | 340/348    | 688   | 278/301    | 579   | 388/439    | 827   | 521/551    | 1072  |            |       |
| Aug   | 223/228    | 451   | 349/358    | 707   | 348/305    | 653   | 300/293    | 593   | 429/359    | 788   | 482/395    | 877   |            |       |
| Sep   | 171/158    | 329   | 268/267    | 535   | 278/217    | 495   | 219/190    | 409   | 285/293    | 578   | 240/233    | 473   |            |       |
| Oct   | 131/135    | 266   | 263/221    | 484   | 276/248    | 524   | 173/174    | 347   | 282/275    | 557   | 270/246    | 516   |            |       |
| Nov   | 159/148    | 307   | 210/205    | 415   | 275/280    | 555   | 168/166    | 334   | 257/269    | 526   | 236/242    | 478   |            |       |
| Dec   | 142/146    | 288   | 224/242    | 466   | 203/205    | 408   | 159/122    | 281   | 228/279    | 507   | 194/235    | 429   |            |       |
| Total |            | 3951  |            | 5520  |            | 6004  |            | 4035  |            | 5522  |            | 6764  |            | 370   |

**On-time Performance**

|     | 2005         |         | 2006         |         | 2007         |         | 2008         |         | 2009         |         | 2010           |            | 2011         |         |
|-----|--------------|---------|--------------|---------|--------------|---------|--------------|---------|--------------|---------|----------------|------------|--------------|---------|
|     | Cancel/Delay | On-time | Cancel/Delay   | On-time    | Cancel/Delay | On-time |
| Jan |              |         |              |         |              |         |              |         | 13%/25%      | 62%     | 23%/22%        | 55%        | 15%/38%      | 48%     |
| Feb |              |         |              |         |              |         |              |         | 18%/16%      | 66%     | 13%/32%        | 55%        |              |         |
| Mar |              |         |              |         |              |         |              |         | 8%/11%       | 79%     | 11%/19%        | 70%        |              |         |
| Apr |              |         |              |         |              |         |              |         | 10%/16%      | 74%     | 13%/17%        | 70%        |              |         |
| May |              |         |              |         |              |         |              |         | 2%/10%       | 88%     | 12%/10%        | 78%        |              |         |
| Jun |              |         |              |         |              |         |              |         | 7%/18%       | 75%     | 6%/26%         | 68%        |              |         |
| Jul |              |         |              |         |              |         |              |         | 4%/16%       | 80%     | 5%/19%         | 76%        |              |         |
| Aug |              |         |              |         |              |         |              |         | 2%/12%       | 86%     | 4%/5%          | 91%        |              |         |
| Sep |              |         |              |         |              |         |              |         | 0%/9%        | 91%     | 18%/16%        | 66%        |              |         |
| Oct |              |         |              |         |              |         | 11%/31%      | 57%     | 10%/8%       | 81%     | 15%/13%        | 72%        |              |         |
| Nov |              |         |              |         |              |         | 13%/32%      | 55%     | 3%/10%       | 87%     | 16%/16%        | 68%        |              |         |
| Dec |              |         |              |         |              |         | 36%/44%      | 20%     | 25%/39%      | 36%     | <b>32%/25%</b> | <b>43%</b> |              |         |

APPENDIX E

**ORCHARD BEACH AVIATION****January 2011****RENT**

|              |            |            |
|--------------|------------|------------|
| OFFICE       | \$325.00   |            |
| HANGER       | \$175.00   |            |
| FUEL         | \$348.92   |            |
| LANDING FEES |            |            |
| TWIN         | \$0.00     | (0 @ \$9)  |
| JET          | \$0.00     | (0 @ \$18) |
| <br>         |            |            |
| TOTAL        | \$848.92   |            |
| <br>         |            |            |
| 100          | 879.3 Gal  |            |
| JET          | 1446.8 Gal |            |
| <br>         |            |            |
| TOTAL        | 2328.1 Gal |            |

### May Travel with Introductory Promotional Fares

#### Best Fares

|                          | MBL              | TVC       | GRR           |
|--------------------------|------------------|-----------|---------------|
| Atlanta (ATL)            | 357 F9/US        | 437 UA    | <b>333</b> DL |
| Boston (BOS)             | <b>230</b> F9    | 521 DL    | 242 UA        |
| Charlotte (CLT)          | <b>287</b> F9/CO | 496 DL    | 330 DL        |
| Cincinnati (CVG)         | 307 F9/UA        | 443 AA    | <b>300</b> DL |
| Dallas (DFW)             | <b>230</b> F9    | 473 DL    | 463 FL        |
| Denver (DEN)             | <b>230</b> F9    | 423 DL    | 335 F9        |
| Houston (HOU)            | <b>462</b> F9    | 520 DL    | 471 F9        |
| Kansas City (MCI)        | <b>190</b> F9    | 419 UA    | 256 DL        |
| Las Vegas (LAS)          | <b>353</b> F9/US | 441 AA    | 372 DL        |
| Los Angeles (LAX)        | <b>230</b> F9    | 443 UA    | 381 DL        |
| Milwaukee (MKE)          | <b>71</b> F9     | 309 UA    | 346 F9        |
| Minneapolis (MSP)        | <b>190</b> F9    | 373 US    | 423 DL        |
| New York Area (NYC)      | <b>190</b> F9    | 427 DL    | 265 DL        |
| Orlando (MCO)            | 328 F9           | 341 DL    | <b>219</b> FL |
| Philadelphia (PHL)       | <b>230</b> F9    | 497 DL    | 414 F9        |
| Phoenix (PHX)            | <b>331</b> F9/CO | 542 UA/US | 391 DL        |
| San Francisco (SFO)      | <b>335</b> F9/CO | 511 UA    | 424 DL        |
| Seattle (SEA)            | <b>343</b> F9/US | 501 UA    | 445 DL        |
| Washington DC Area (WAS) | 230 F9           | 351 DL    | <b>183</b> FL |

Average Fare                      \$269.68                      \$445.68                      \$347.00

Fares Pulled 2/11/11 for travel 5/4/11 - 5/11/11

#### Best Fares +7 days parking

|                          | MBL              | TVC       | GRR           |
|--------------------------|------------------|-----------|---------------|
| Atlanta (ATL)            | <b>357</b> F9/US | 470 UA    | 381 DL        |
| Boston (BOS)             | <b>230</b> F9    | 554 DL    | 290 UA        |
| Charlotte (CLT)          | <b>287</b> F9/CO | 529 DL    | 378 DL        |
| Cincinnati (CVG)         | <b>307</b> F9/UA | 476 AA    | 348 DL        |
| Dallas (DFW)             | <b>230</b> F9    | 506 DL    | 511 FL        |
| Denver (DEN)             | <b>230</b> F9    | 456 DL    | 383 F9        |
| Houston (HOU)            | <b>462</b> F9    | 553 DL    | 519 F9        |
| Kansas City (MCI)        | <b>190</b> F9    | 452 UA    | 304 DL        |
| Las Vegas (LAS)          | <b>353</b> F9/US | 474 AA    | 420 DL        |
| Los Angeles (LAX)        | <b>230</b> F9    | 476 UA    | 429 DL        |
| Milwaukee (MKE)          | <b>71</b> F9     | 342 UA    | 394 F9        |
| Minneapolis (MSP)        | <b>190</b> F9    | 406 US    | 471 DL        |
| New York Area (NYC)      | <b>190</b> F9    | 460 DL    | 313 DL        |
| Orlando (MCO)            | 328 F9           | 374 DL    | <b>267</b> FL |
| Philadelphia (PHL)       | <b>230</b> F9    | 530 DL    | 462 F9        |
| Phoenix (PHX)            | <b>331</b> F9/CO | 575 UA/US | 439 DL        |
| San Francisco (SFO)      | <b>335</b> F9/CO | 544 UA    | 472 DL        |
| Seattle (SEA)            | <b>343</b> F9/US | 534 UA    | 493 DL        |
| Washington DC Area (WAS) | <b>230</b> F9    | 384 DL    | 231 FL        |

Average Fare                      \$269.68                      \$478.68                      \$395.00

Parking Fees for one week are \$0 at Manistee, \$33 at Traverse City and \$48 at Grand Rapids

Fares Pulled 2/11/11 for travel 5/4/11 - 5/11/11