



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-08)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A281-8-BPI-419699	2. Date prepared: 9/28/2017
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA _____	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 17051-52000.572100	5. Account Name: Business Promotion and Innovat
6. Total amount this action: \$5,500,000.00	7. New contract total: 5,500,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2018	\$3,500,000.00
Year 2019	\$2,000,000.00
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 5/28/2018	12. To (month, day, year): 5/31/2020
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input type="checkbox"/> Other (specify) _____
<input checked="" type="checkbox"/> Negotiated	
<input type="checkbox"/> Special Procurement	

35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 5-28-5-12

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
Special incentive packets for Delta Direct Flights. Provide scheduled air transportation to United States and international destination providing non-stop scheduled air transportation service between Indianapolis International Airport (IND) and Charles de Gaulle International Airport in Paris, France (CDG)(the "Scheduled Service").

38. Justification of vendor selection and determination of price reasonableness:
Special incentive packets for Delta Direct Flights.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Officer or representative approval: Matthew R. Kimmick <small>Digitally signed by Matthew R. Kimmick DN: cn=Matthew R. Kimmick, o=Indiana Economic Development Corporation, ou, email=mkimmick@iedc.in.gov, c=US Date: 2017.09.29 08:25:15 -0400</small>	41. Date Approved
44. Attorney General's Office approval	45. Date Approved

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 0000006718
16. Address: IN Economic Development Corp Central Office 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION

17. Name: Dale Brewer	18. Telephone #: 317/233-5121
19. E-mail address: dbrewer@iedc.in.gov	

COURIER INFORMATION

20. Name: Jackie Addison	21. Telephone #: 317.234.8741
22. E-mail address: jaddison@iedc.in.gov	

VENDOR INFORMATION

23 Vendor ID # 0000217946	
24. Name: DELTA AIR LINES INC	25. Telephone #: 404-773-7362
26. Address: 1030 DELTA BLVD DEPT 852 ATLANTA, GA 30354-1989	

27. E-mail address: paul.baldoni@delta.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes No

29. Primary Vendor: M/WBE/IN-Vetera Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages 100.0 %
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31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN- Veteran _____ %
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33. Is there Renewal Language in <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 5-28-5-12

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
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38. Justification of vendor selection and determination of price reasonableness:
Special incentive packets for Delta Direct Flights.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

41. Date Approved	42. Budget agency approval 	43. Date Approved 9/29/17
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG
		47. Date Approved



SCHEDULED SERVICE INCENTIVE AGREEMENT

This Scheduled Service Incentive Agreement (this “Agreement”) made and entered to effective as of September 6, 2017 (the “Effective Date”), is between Delta Air Lines, Inc. (“Delta”) and the Indiana Economic Development Corporation (“IEDC”).

Recitals:

Delta is an airline providing scheduled air transportation to the United States and international destinations. The IEDC desires that Delta provide nonstop scheduled air transportation service between Indianapolis International Airport (IND) and Charles de Gaulle International Airport in Paris, France (CDG) (the “Scheduled Service”), and the IEDC is willing to provide Delta with certain monetary incentives and other commitments for operating the Scheduled Service. In consideration of the monetary incentives and other commitments provided by the IEDC, Delta is willing to provide the Scheduled Service on the terms and conditions set forth herein.

The parties agree as follows:

1. Definitions:

The defined terms set forth below shall have the meanings assigned to them:

- 1.1 “Contract Year One” means May 25, 2018 through and including May 31, 2019.
- 1.2 “Contract Year Two” means June 1, 2019 through and including May 31, 2020.
- 1.3 “Event of Default” shall have the meaning ascribed to such term in Section 6.2 hereof.
- 1.4 “Force Majeure Event” means any act of God, war, strike, labor dispute, work stoppage, substantial reduction of services from any country or region, fire, act of government, or any other cause, whether similar or dissimilar, beyond the control of that party (including any single or combination of such excuses).
- 1.5 “Government Fees” shall mean all applicable taxes, fees and other charges including, without limitation, transportation tax (arrival/departure), government inspectors, customs taxes, immigration and local airport PFC charges.
- 1.6 “Incentive Period” shall mean Contract Year One and Contract Year Two.
- 1.7 “Material Cost Circumstance” shall mean that, at any time during the term of this Agreement, Delta’s average domestic system-wide cost per gallon of jet fuel increases by [REDACTED] or more over the cost per gallon of jet fuel for Delta as of the Effective Date of this Agreement, which cost is [REDACTED].
- 1.8 “Year One Winter Period” means January 1, 2019 through and including March 31, 2019.

1.9 “Revenue” shall mean the total segment revenues received and accrued by Delta, including prorated passenger revenues and carrier-imposed surcharges, and prorated cargo revenue, but excluding any “Enplanement Fees” (as defined in Section 3.1) received pursuant to this Agreement. Prorated passenger revenue or prorated cargo revenue (as applicable) is revenue Delta receives for passenger tickets or airway bills, respectively, sold on the Scheduled Flights operated during the Year One Winter Period, less the amount of Government Fees associated with such flights. For local origin and destination passengers or cargo shipments, the prorated received revenue amount shall be the passenger ticket price or airway bill amount, respectively, minus Government Fees. For passenger ticket or airway bill which includes a segment beyond IND-CDG, the prorated received revenue amount shall be the IND-CDG prorated portion of the passenger ticket price or airway bill amount, respectively, as determined in accordance with Delta’s standard passenger ticket proration policy or cargo proration policy, respectively, minus Government Fees. The determination of Revenue, which includes but is not limited to prorated passenger revenue and prorated cargo revenue, shall be in accordance with Delta’s standard passenger ticket proration policy or cargo proration policy, respectively.

1.10 “Scheduled Flight” shall mean each scheduled flight operated on the Scheduled Service during the Incentive Period.

1.11 “Scheduled Service” shall mean nonstop scheduled air transportation service by Delta between IND and CDG during the Incentive Period, in accordance with the terms and conditions set forth in Exhibit A, attached hereto and incorporated herein.

1.12 “Year One Winter Minimum Revenue Threshold” shall mean [REDACTED] multiplied by the number of one way Scheduled Flights operated during the Year One Winter Period.

2. Scheduled Service.

2.1 In consideration of the revenue guarantee provided by the IEDC (as described in Section 3 hereof), subject to the terms and conditions of this Agreement, Delta agrees to operate the Scheduled Service during the Incentive Period.

2.2 Notwithstanding anything in this Agreement to the contrary, if Delta’s Revenue is less than the Year One Winter Minimum Revenue Threshold, then Delta shall have the right to notify the IEDC, in writing, that it plans to not operate Scheduled Flights between January 1, 2020 through and including March 31, 2020; provided, Delta provides the IEDC such notice by no later than October 30, 2019. The IEDC may, upon receipt of Delta’s notice, request a renegotiation of the “Enplanement Fees” (as defined in Section 3.1), for such period (January 1, 2020 through and including March 31, 2020), in order to maintain Scheduled Service during such period as set forth in Exhibit A. If, within ten (10) business days of such request, negotiations do not result in terms reasonably acceptable to Delta or the IEDC, Delta shall have the right to not operate Scheduled Flights during such period.

2.3 Delta and the IEDC acknowledge that Delta may cancel any flight included in the Scheduled Service due to weather conditions, mechanical or operational problems or a Force

Majeure Event. If Delta cancels any such flight, that flight will not be counted for purposes of calculating the Year One Winter Minimum Revenue Threshold.

2.4 Delta reserves the right to change, from time to time, the type of aircraft operating any of the Scheduled Service as warranted by passenger demand, in Delta's reasonable judgment, during the Incentive Period, provided any substitute aircraft shall have no less seat capacity than a 767-300 aircraft.

2.5 Delta reserves the right to increase or decrease the frequency of Scheduled Flights due to a Force Majeure Event.

2.6 (a) [REDACTED]

[REDACTED] Delta shall have the right to adjust the frequency of the Scheduled Service upon the earlier of (i) ten (10) business days of the IEDC's request for renegotiation, and renegotiations do not result in terms reasonably acceptable to Delta or the IEDC or (ii) if the IEDC does not request a renegotiation of the Enplanement Fees during the Long-term Response Period, the expiration of the Long-term Response Period.

(b) [REDACTED]

[REDACTED] Delta shall have the right to adjust the frequency of the Scheduled Service to be operated during Contract Year 2 upon the earlier of (i) ten (10) business days of the IEDC's request for renegotiation, and negotiations do not result in terms reasonably acceptable to Delta or the IEDC or (ii) if the IEDC does not request a renegotiation of the Enplanement Fees during the Short-term Response Period, the expiration of the Short-term Response Period.

2.7 Except as otherwise provided in this Agreement, Delta will operate the Scheduled Flights with arrivals at CDG that allow for connecting flights at CDG to other destinations beyond CDG.

2.8 Delta shall use good faith efforts to ensure that each Scheduled Flight is not treated differently than all other Delta transatlantic flights into CDG, except in cases where different treatment is on a temporary basis or may be necessary, as determined by Delta in its reasonable discretion, to address weather-related, operational, or other similar issues that may not be within Delta's reasonable control.

2.9 Subject to Section 2.7 and 2.8 above, Delta reserves the right to adjust the scheduled departure and/or arrival times of the Scheduled Service from time to time during the Incentive Period.

3. Incentives.

3.1 In order to induce Delta to operate the Scheduled Service, the IEDC shall pay Delta the following amounts (the "Enplanement Fees"):

3.1.1 With respect to Contract Year One, the IEDC shall pay Delta Fifty-five and 00/100 Dollars (\$55.00) per passenger enplanement on each Scheduled Flight operated during Contract Year One; provided, however, in no event shall the aggregate amount owed by the IEDC with respect to Contract Year One exceed Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00).

3.1.2 With respect to Contract Year Two, the IEDC shall pay Delta Thirty-five and 00/100 Dollars (\$35.00) per passenger enplanement on each Scheduled Flight operated during Contract Year Two; provided, however, in no event shall the aggregate amount owed by the IEDC with respect to Contract Year Two exceed Two Million and 00/100 Dollars (\$2,000,000.00).

3.2 Upon the completion of each calendar quarter during each Contract Year, Delta will calculate the number of enplaned passengers on the Scheduled Flights operated during such calendar quarter and the Enplanement Fees owed by the IEDC, in accordance with Section 3.1 above (each, a "Quarterly Invoice"), and Delta will deliver the Quarterly Invoice to the IEDC by email at processing@iedc.in.gov and by certified mail. Delta's determination of enplaned passengers shall be consistent with the T-100 data that Delta reports to the U.S. Department of Transportation and such determinations, after review by the IEDC, shall be binding and conclusive on the IEDC, absent manifest error. The IEDC shall pay Delta the applicable quarterly invoice amount within thirty-five (35) days of its receipt of the Quarterly Invoice. After a quarterly invoice has been paid, if it is determined that a quarterly invoice was not consistent with the T-100 data corresponding to the period of such quarterly invoice that Delta reported to the U.S. Department of Transportation corresponding to the period of such quarterly invoice, the IEDC shall provide written notice to Delta and Delta shall repay to the IEDC the excess Enplanement Fees paid for that quarter or the IEDC shall pay to Delta the shortfall Enplanement Fees unpaid for that quarter, as applicable.

4. Enplanement Fee and Year One Winter Minimum Revenue Threshold Adjustment.

In the event that Delta notifies the IEDC of a Material Cost Circumstance, Delta may request a renegotiation of the amount of the Enplanement Fees (and the corresponding caps set forth in

Sections 3.1.1 and 3.1.2) and/or the Year One Winter Minimum Revenue Threshold. If, within ten (10) business days of such request, negotiations do not result in the establishment of revised Enplanement Fees (and the corresponding caps set forth in Sections 3.1.1 and 3.1.2) and/or Year One Winter Minimum Revenue Threshold amount acceptable to Delta, Delta may terminate this Agreement upon no less than ten (10) business days' written notice to the IEDC. At which time all obligations under this Agreement shall cease, except for such obligations that may have accrued prior to the effective date of such termination and any obligations that otherwise survive the termination of this Agreement.

5. Standby Letter of Credit.

IEDC is obligated to obtain at its expense and deliver to Delta an irrevocable standby letter of credit, substantially in the form attached hereto as Exhibit B, to secure the full and timely payment and performance by IEDC of its duties and obligations under this Agreement. The letter of credit shall be issued by a financial institution acceptable to Delta, and shall contain the terms specified in Exhibit B. The letter of credit is due within thirty (30) days after the Effective Date. In the event the letter of credit is not received or is subsequently canceled for any reason, Delta shall have the right to immediately terminate this Agreement.

6. Term and Termination.

6.1 This Agreement shall be effective on the Effective Date set forth above and shall continue thereafter until six (6) months following the end of the Incentive Period (the "Expiration Date"), unless terminated earlier as provided herein. The termination or cancellation of this Agreement, for any reason, shall not affect any outstanding rights and obligations accruing prior to any such termination or cancellation and any obligations that otherwise survive the termination or cancellation of this Agreement.

6.2 Either party may terminate the Agreement upon the occurrence of an "Event of Default." For purposes of this Agreement, an "Event of Default" shall be defined as a party's failure to comply with the material terms of this Agreement within fifteen (15) days of receipt of written notice from the non-defaulting party.

6.3 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Delta at any time, without cause, provided at least sixty (60) days prior written notice is given to the IEDC.

6.4 If at any time during the Incentive Period the IEDC subsidizes, incentivizes or otherwise provides monetary support, directly or indirectly, to a carrier other than Delta with respect to air transportation service between any location in the State of Indiana and any location in Europe, then Delta shall have the right to notify the IEDC that it plans to adjust the frequency of the Scheduled Service. Upon receipt of Delta's notice, the IEDC shall have Ten (10) days (the "Response Period") to respond to request a renegotiation of the Enplanement Fees in order to maintain the existing frequency of the Scheduled Service as set forth on Exhibit A. Delta shall have the right to terminate this agreement upon the earlier of (i) ten (10) business days of the IEDC's request for renegotiation, and negotiations do not result in terms reasonably acceptable to

Delta or the IEDC or (ii) if the IEDC does not request a renegotiation of the Enplanement Fees during the Response Period, the expiration of the Response Period.

6.5 When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The IEDC shall provide Delta notice immediately upon the IEDC becoming aware, or otherwise has a good faith belief, that the Director of the State Budget Agency is likely to make a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement.

6.6 In the event of a termination or cancellation of this Agreement prior to the Expiration Date, all obligations under this Agreement shall cease, except for such obligations that may have accrued prior to the effective date of such termination and any obligations that otherwise survive the termination of this Agreement. The IEDC shall be liable for all amounts (as determined in accordance with Section 3.1 of this Agreement) accrued up to the effective date of the termination or cancellation. In the event of a termination or cancellation of this Agreement prior to the Expiration Date, Delta will deliver an invoice in the form of a Quarterly Invoice for the period between the most recent Quarterly Invoice and the effective date of termination of this Agreement, and the IEDC shall pay such invoice amount within thirty-five (35) days of receipt thereof.

6.7 In the event that Delta shall be declared bankrupt or petition under the bankruptcy laws for protection from creditors, either as a voluntary or involuntary matter, then the IEDC shall have the right, upon immediate written notice, to declare this Agreement to be terminated; provided, however, that the foregoing shall in no way constitute a waiver of any obligations accrued and existing upon the date of termination under this Agreement.

6.7 The rights and remedies set forth herein are without waiver of each party's rights and remedies at law and equity.

6.8 Notwithstanding anything in this Agreement to the contrary, if this Agreement is cancelled or terminated pursuant to Section 6.5, the effective date of such cancellation or termination shall be Sixty (60) days after the publication of the written determination required pursuant to Section 6.5.

7. Audit.

Upon reasonable notice, the IEDC, at its expense, shall have the right to audit and inspect, at Delta's offices during normal business hours, Delta's books and records as such books and records relate to the determination of Revenue, Year One Winter Minimum Revenue Threshold, Material Cost Circumstance and the Enplanement Fees invoiced hereunder for the sole purpose of ensuring the accuracy of such amounts.

8. Compliance with Law.

Delta agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances related to the performance of its obligations hereunder. At the request of either party, the enactment or modification of any relevant state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the IEDC and Delta to determine whether the provisions of this Agreement require formal modification.

In the performance of this Agreement, Delta shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6, Indiana Code § 4-2-7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004.

Delta agrees that any payments in arrears and currently due to the IEDC or the State of Indiana may be withheld from tax credits or refunds due to Delta. Additionally, further tax credits or refunds may be withheld, delayed, or denied and/or this Agreement suspended until Delta is current in its payments and has submitted proof of such payment to the IEDC.

If a legitimate dispute exists as to Delta's liability or guilt in any action initiated by the IEDC or the State of Indiana or its agencies, and the IEDC decides to delay, withhold, or deny any amounts due to Delta under this Agreement, Delta may request that payment of such amounts continue.

Any payments that the IEDC may delay, withhold, deny, or apply under this Section 8 shall not be subject to penalty or interest under Indiana Code § 5-17-5.

9. Compliance with Telephone Solicitations Act. As required by Indiana Code § 5-22-3-7:

(A) Delta certifies to the IEDC that:

(1) Delta, except for de minimis and nonsystematic violations, has not violated the terms of:

(a) Indiana Code § 24-4.7 [Telephone Solicitation of Consumers];

(b) Indiana Code § 24-5-12 [Telephone Solicitations]; or

(c) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines],

in each case, in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and

(2) Delta will not violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

(B) Deltas certifies to the IEDC that in the State of Indiana:

- (1) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
- (2) Will not violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification.

Delta hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace in the State of Indiana. Delta will give written notice to the IEDC within ten (10) days after receiving actual notice that an employee of the Delta in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. Nothing contained herein shall impose an obligation upon Delta to report information related to any employee of any agent, contractor or subcontractor of Delta.

11. Nondiscrimination.

Pursuant to Indiana Code § 22-9-1-10 and the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, Delta shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, religion, sex, age disability, national origin or ancestry or status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal and Indiana state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

12. Debarment and Suspension.

Delta certifies, by entering into this Agreement, that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency, branch of government, or by any department, agency, or political subdivision of the State of Indiana.

13. Attorneys' Fees and Interest.

Each party will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorneys' fees, court costs, or litigation expenses.

14. Insurance.

At all times during the term of this Agreement, Delta shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least \$500,000,000 USD for bodily injury (including death of any person) and any damage to (including destruction of) property.

15. Authority.

Notwithstanding anything in this Agreement to the contrary, the respective signatories for the parties hereto each represents that he/she has been duly authorized to execute contracts on behalf of its party and has obtained all necessary or applicable approvals to make this Agreement fully binding upon its party when his/her signature is affixed hereto when accepted by the other party.

16. Non-Collusion and Acceptance.

The undersigned representative of Delta attests, subject to the penalties for perjury, that (i) he/she is a duly authorized representative, agent, member, or officer of Delta; and (ii) to his/her knowledge, neither he/she nor any other employee, or officer of Delta has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

17. Miscellaneous.

17.1 This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating thereto. This Agreement may be modified and amended only by a writing signed by the party against whom enforcement of the modification or amendment is sought.

17.2 Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred, by operation of law or otherwise, by either party without the prior written consent of the other party. Any attempted assignment or transfer without such consent shall be of no force or effect.

17.3 All notices, requests, demands, consents and other communications to or upon the parties to this Agreement shall be in writing and shall be delivered by hand, express carrier or deposited in the mail by first-class registered or certified mail, return-receipt requested, postage prepaid, addressed as follows:

Notices to the IEDC:

Indiana Economic Development Corporation
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, Indiana 46204

Notices to Delta:

Delta Air Lines, Inc.
Dept. 663
1030 Delta Boulevard
Atlanta, Georgia 30354
Attention: Senior Vice President – Network Planning

With a copy to:

Delta Air Lines, Inc.
Dept. 981
1030 Delta Boulevard
Atlanta, Georgia 30354
Attention: Chief Legal Officer

or to such other address as may be hereafter designated in writing by the respective parties hereto by notice similarly given. All notices shall be effective upon receipt thereof; provided that absent such receipt, no notice shall be deemed to have been given.

17.4 No third party is intended to benefit from, nor may any third party seek to enforce any of the provisions of this Agreement.

17.5 Neither party will be liable for delays or failure in its performance under this Agreement caused by any Force Majeure Event.

17.6 No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the IEDC's review, approval, or acceptance of, nor payment required under this Agreement shall be construed to operate as a waiver of any of the IEDC's rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17.7 The parties expressly agree that the laws of the State of Indiana and the United States of America will govern this Agreement and the validity, construction, interpretation, and effect of this Agreement, without regard to principles of conflicts of laws. Each party agrees, that any civil suit or action brought against it as a result of any of its obligations under this Agreement must be brought in the superior court of Marion County, Indiana, and each party hereby irrevocably submits to the jurisdiction of such court and irrevocably waives, to the fullest extent permitted by law, any objections that it may now or hereafter have to the laying of the venue of such civil suit or action and any claim that such civil suit or action has been brought in an inconvenient forum, and each party further agrees that final judgment in any such civil suit or action shall be conclusive and binding upon it and shall be enforceable against it by suit upon such judgment in any court of competent jurisdiction. Further, the parties mutually agree that they will waive trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of or in any way connected with the Agreement.

If any section, paragraph, term, condition, or provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

Delta understands that this Agreement is a public record subject to request pursuant to Indiana Code § 5-14-3 and its exemptions. Subject to Section 17.9 below, use by the public of the information contained in this Agreement shall not be considered an act of the IEDC or the State.

17.8 Each party hereby represents and warrants to the other party that: (a) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (b) such party has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. In addition, IEDC represents and warrants to Delta that no IND airport revenues will be used to fund any payments to Delta under this Agreement. IEDC further represents, warrants and covenants to Delta that (a) the airport sponsor for IND has not and will not negotiate, implement or monitor this Agreement or the enforcement thereof; (b) no funds relating to any payment under this Agreement have been or will be funneled through IND; and (c) record-keeping for the purpose of payments made hereunder have not and will not be maintained by IND or its sponsor.

17.9 The IEDC represents and warrants that Indiana law requires the IEDC to disclose the terms of the final offer of public financial resources contained in this Agreement. Neither party shall have the right to use the other party's name, logos or other marks without the express written consent of the other party.

17.10 This Agreement may be executed through an original or electronically, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Agreement.

17.11 Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

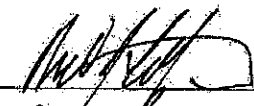
17.12 The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on Delta as a result of this Agreement.

17.13 Should any disputes arise with respect to this Agreement, Delta and the IEDC agree to act immediately to resolve such disputes. Neither party shall be required to submit to binding arbitration for the resolution of disputes. Time is of the essence in the resolution of disputes.

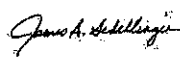
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have signed this agreement by their undersigned duly authorized representatives.

Delta Air Lines, Inc.

By: 
Name: Robert Cartel
Title: S.V.P - Network Planning
Date: 09/06/2017

Indiana Economic Development Corporation

By: 
James A. Schellinger
Secretary of Commerce

Digitally signed by James A. Schellinger
DN: cn=James A. Schellinger, o=IEDC, ou=Secretary of Commerce, email=jschellinger@iedc.in.gov, c=US
Date: 2017.09.05 21:49:43 -0400

State Budget Agency:

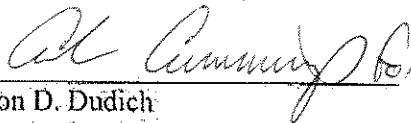

Jason D. Dudich
State Budget Director

EXHIBIT A
Scheduled Service between IND and CDG

- June through August: 7 days/week
- September through October: 5 days/week
- November through December: 4 days/week
- January through March: 3 days/week
- April through May: 5 days/week

Service will be operated on Boeing 767-300 or similar aircraft; provided, however, Delta reserves the right to substitute aircraft for operational reasons, in accordance with Section 2 of this Agreement.

EXHIBIT B
ISP98 STANDBY LETTER OF CREDIT – SAMPLE

(Issuing Bank's Letterhead)

Fax Number: _____

Telex Number: _____

(Date of Issuance)

TO: DELTA AIR LINES, INC. ("Beneficiary")
Attention: Manager - Treasury
Treasury Department 856

1030 Delta Boulevard
Atlanta, Georgia 30354-1989

FOR: _____ ("Applicant")

(Applicant's Address)

Issuer's Credit No.: _____

Expiration Date: _____ ("Expiration Date")

By order and for the account of the above referenced Applicant, _____ **[name of issuing bank]** (the "Issuer") hereby issues this irrevocable Standby Letter of Credit No. _____ (the "Credit") in favor of the above referenced Beneficiary in the amount of Three Million Five Hundred Thousand and 00/100 United States Dollars (U.S.\$3,500,000.00), effective immediately and expiring on the above referenced Expiration Date.

Funds under this Credit are available to the Beneficiary against presentation of its draft(s), purportedly signed by Beneficiary's authorized representative, drawn on Issuer and bearing the clause "Drawn under Standby Letter of Credit No. _____".

Partial drawings are permitted hereunder.

All charges and fees are for Applicant's account.

This Credit will be automatically extended for a one (1) year period upon the Expiration Date and upon each anniversary of the Expiration Date, unless at least ninety (90) days prior to the Expiration Date or anniversary thereof Issuer notifies Beneficiary (**through confirming bank**) and Applicant in writing by registered mail or reputable courier service that Issuer elects not to so extend this Credit.

Beneficiary's draft(s), presented in accordance with the above stated terms and conditions of this Credit, shall be duly honored if presented on or before the Expiration Date at the counters of the (**Issuing Bank and/or the Confirming Bank**) located at _____

This Credit is issued subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 ("ISP98"). As to matters not covered by ISP98, the laws of **the State of New York and U.S. Federal law shall prevail** (*issued or confirmed within the borders of the USA*).

Sincerely,

By: _____
Signature

Counter Signature