

## Opening for the newly established Business Aviation Gate

We are pleased to inform that on July 15, this year, we have newly established a business aviation gate adjacent to Terminal 3 of Tokyo International Airport. In this way, we will further improve customer satisfaction in response to expanding demand of business jet during and after the Tokyo 2020 Olympics and Paralympics.

### <Outline of the International Business Aviation Gate>

1. Facility name

Tokyo International Airport Business Aviation Gate

2. Location

Terminal 3 of Tokyo International Airport (Haneda Airport)

3. Outline of the facility

Total area 1,500m<sup>2</sup>, Departure/Arrival separate flow line, Dedicated security checkpoint, Departure/Arrival dedicated CIQ facility, Dedicated waiting room, Dedicated car parking, Dedicated temporary parking space, etc.

4. Operating time

24H

5. Opening date

15<sup>th</sup>, July, 2021

6. Terms and conditions for the facility usage

※ Refer to the attachment

### <Contact>

Tokyo International Air Terminal Corporation

Sales section [TEL:03-6428-5951](tel:03-6428-5951) (9:00~17:30, close for Sat/ Sun/Holiday)

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Terms and Conditions for the Use of the Facilities of  
the Tokyo International Airport Business Aviation Gate

July 15, 2021

Tokyo International Air Terminal Corporation

■History of Revision

Revision	Revision Date
Original version	Took effect on July 15, 2021

## Terms and Conditions for the Use of the Facilities of the Tokyo International Airport Business Aviation Gate

### Article 1. (Purpose of these Terms and Conditions)

The purpose of these Terms and Conditions is to provide for the method of use, burden of expenses and other necessary matters regarding the facilities of the Tokyo International Airport Business Aviation Gate (the "BJ Gate Facilities") so that aircraft operators or handling companies entrusted with international business jet passenger handling services by aircraft operators (collectively and individually, "Aircraft Operator, etc.") are able to smoothly conduct international business jet passenger handling services when using the BJ Gate Facilities. If Aircraft Operator, etc. wishes to use the BJ Gate Facilities, it shall fully understand and agree to these Terms and Conditions before using them.

### Article 2. (Establishment of the Agreement for the Use of the Facilities)

1. Aircraft Operator, etc. that wishes to use the BJ Gate Facilities shall, upon arrival and departure of its aircrafts, after completing the procedures stipulated by the Ministry of Land, Infrastructure, Transport and Tourism and the necessary procedures with each organization of CIQ (meaning Tokyo Customs Haneda Branch Customs, Tokyo Regional Immigration Services Bureau Haneda Airport Branch, Tokyo Quarantine Station Tokyo Airport Branch Station, Animal Quarantine Service Haneda Airport Branch, and Yokohama Plant Protection Station Haneda Airport Branch), submit to Tokyo International Air Terminal Corporation ("TIAT") an application for the use of the BJ Gate Facilities in the form of Exhibit hereof (the "BJ Gate Facility Use Application") by fax or e-mail, no later than three (3) days prior to the expected usage date in principle. However, if the landing at the Tokyo International Airport has been decided due to operational irregularity such as divert, or if there are other unavoidable reasons for which the submission cannot be made no later than three (3) days prior to the expected usage date, the BJ Gate Facility Use Application shall be submitted by fax or e-mail promptly after such use has been decided (if it is not possible to submit in advance, immediately after the use of the facilities).
2. TIAT shall notify Aircraft Operator, etc. that made the application for use (excluding Aircraft Operator, etc. that submits the BJ Gate Facility Use Application after using the facilities pursuant to Article 2(1) (collectively and individually, the "Aircraft Operator, etc. (Subsequent Submission)")) by fax or e-mail whether the application for use made under Article 2(1) is accepted or rejected after confirming the availability of the BJ Gate Facilities.
3. After Aircraft Operator, etc. has received from TIAT a notice regarding the acceptance of the application for use by fax or e-mail, an agreement regarding the use of the BJ Gate Facilities (the "Use Agreement") shall be established between TIAT and the relevant Aircraft Operator, etc. With respect to the Aircraft Operator, etc. (Subsequent Submission), the Use Agreement shall be established at the time of its use of the facilities (Aircraft Operator, etc. that concluded the Use Agreement with TIAT under these Terms and Conditions are hereinafter collectively and individually referred to as the "Licensed Aircraft Operator, etc.>").
4. If the Licensed Aircraft Operator, etc. changes any matter stated in the BJ Gate Facility Use Application after the approval for use is given pursuant to Article 2(3), it shall submit to TIAT by fax or e-mail the BJ Gate Facility Use Application in which the relevant matter has been changed promptly after such change has been finalized, and request approval from TIAT. TIAT shall make a notice by fax or e-mail of whether or not such change can be accepted or rejected. Upon acceptance of the change by such notice, the contents of the Use Agreement shall be changed.
5. After the conclusion of the Use Agreement, if the Licensed Aircraft Operator, etc. intends to cancel the use of the BJ Gate Facilities, it must immediately notify TIAT by fax or e-mail. However, the Licensed Aircraft Operator, etc. may not cancel the use of the BJ Gate Facilities after the inspection and examination by CIQ have been completed.
6. If Aircraft Operator, etc. gives TIAT a notice under these Terms and Conditions and the Use Agreement, it shall do so by sending a fax or e-mail to the contact address in Exhibit.

### Article 3. (BJ Gate Facilities)

1. Facilities that the Licensed Aircraft Operator, etc. may use shall be the BJ Gate Facilities that are the general area, and the international security area (arrival) (in case of arrival flights) or the international security area (departure) (in case of departure flights) as well as the facilities installed in the relevant area (provided, however, that security check equipment may be used only if security checks are required in

accordance with Article 6(1), and dedicated lounges may be used only if TIAT approves the use of them in accordance with Article 2). The general area, international security (arrival), and international security area (departure) shall be subject to the area classification specified by TIAT.

2. In the case where TIAT has concluded the Use Agreement with the Licensed Aircraft Operator, etc. in accordance with Article 2, if it becomes necessary to cancel the permission for use granted to the Licensed Aircraft Operator, etc. due to any of the following reasons, TIAT may cancel such permission for use. And in such case, TIAT shall not be liable for any damage incurred by the Licensed Aircraft Operator, etc. as a result of such cancellation of the permission for use.
  - ① Natural disasters, wars, riots, strikes, terrorism, diseases and other causes not attributable to TIAT; or
  - ② Instructions or orders from government agencies
3. If the Licensed Aircraft Operator, etc. uses the Tokyo International Airport Passenger Terminal 2 or the Tokyo International Airport Passenger Terminal 3 (individually or collectively, the "Terminal(s)"), it shall comply with the provisions of the Terms and Conditions for the Use of Airport Facilities in the Tokyo International Airport, International Terminal established by TIAT.
4. Notwithstanding the preceding paragraph, the Licensed Aircraft Operator, etc. may allow departing passengers to use duty-free shops in the Clean Area of the Terminal(s) by making an application in advance for matters specified by TIAT. In such a case, however, such Licensed Aircraft Operator, etc. shall comply with the following matters, and TIAT may terminate the use of duty-free shops if all or part of the following matters are violated. In addition, before making an application for the use of duty-free shops pursuant to this paragraph, the said Licensed Aircraft Operator, etc. shall acknowledge that it shall take full responsibility for the said passengers' movement between the BJ Gate Facilities and the Terminal(s) and the said passenger's movement within the Clean Area of the Terminal(s), and if whereabouts of any of the said passengers becomes unknown, it will be required to implement security procedures again for all passengers in the Clean Area, which may result in delay or cancellation of other departure flights, and that it shall compensate TIAT for any and all damage to TIAT resulting therefrom as well as compensate for any and all damage to third party resulting therefrom.
  - (1) The Licensed Aircraft Operator, etc. shall cause passengers wishing to purchase duty-free goods to retain the passenger manifest issued by TIAT until they board the departing flight and to present it at the time of the security check under item (4) below.
  - (2) The Licensed Aircraft Operator, etc. must use the traffic line designed by TIAT for passengers' movement between the BJ Gate Facilities and the Terminal(s).
  - (3) The Licensed Aircraft Operator, etc. shall cause its personnel to accompany passengers and shall not allow passengers to enter any place other than the Clean Area of the Terminal(s).
  - (4) The Licensed Aircraft Operator, etc. shall cause all persons who enter the Clean Area of the Terminal(s) (including the personnel referred to in item (3) above and passengers) to take necessary security check procedures in accordance with the Civil Aeronautics Act, other laws and regulations, official notices and administrative communications, etc.
  - (5) The Licensed Aircraft Operator, etc. shall not allow passengers who have entered the Clean Area of the Terminal(s) once to enter the BJ Gate Facilities, and shall guide such passengers to the departing flight after they use duty-free shops and let them board after collecting their passenger manifests.

#### Article 4. (Purpose of Use)

The Licensed Aircraft Operator, etc. shall use the BJ Gate Facilities solely for the purpose of passenger handling for international business jets (meaning (1) private operation of company aircraft or privately owned aircraft, etc. or (2) operation of business aircraft of airline companies, etc. by own-use charter, that is used by a company, organization or individual for commercial or travel purposes) and shall not use them for any other purpose.

#### Article 5. (Operating Time of BJ Gate Facilities)

The BJ Gate Facilities are available for 24 hours in principle.

#### Article 6. (Security Check Implementation Procedures)

1. The Licensed Aircraft Operator, etc. must implement the necessary security check procedures in accordance with the Civil Aeronautics Act, other laws and regulations, official notices and administrative communications, etc.
2. If the Licensed Aircraft Operator, etc. needs to perform the security check procedures at the BJ Gate Facilities, it shall state that effect in the BJ Gate Facility Use Application, and if there is a special request regarding the security check, it shall separately notify the TIAT Disaster Prevention Center.

#### Article 7. (Access to BJ Gate Facilities)

1. Only persons who are employees of the Licensed Aircraft Operator, etc. and possess "Tokyo International Airport Entry Certificate (the "Unified ID Card")" shall be allowed to enter the BJ Gate Facilities.
2. If the Licensed Aircraft Operator, etc. is an aircraft operators and such aircraft operators entrusts the international business jet passenger handling services to a ground handling company (the handling company entrusted with such services is hereinafter referred to as the "Ground Handling Company"), the staff of the Ground Handling Company who possesses the Unified ID Card may enter the BJ Gate Facilities as well.
3. In the case set forth in Article 7(2), the Licensed Aircraft Operator, etc. shall cause the Ground Handling Company to comply with the provisions of these Terms and Conditions. Any entrustment to the Ground Handling Company shall be made on the responsibility of the Licensed Aircraft Operator, etc. Any event attributable to the Ground Handling Company shall be deemed to be an event attributable to the Licensed Aircraft Operator, etc., and the Licensed Aircraft Operator, etc. shall be liable therefor.

#### Article 8. (Facility Usage Fee)

1. As a BJ Gate Facilities usage fee, the Licensed Aircraft Operator, etc. shall pay JPY 330,000 (tax included) per a departure flight or an arrival flight that uses the BJ Gate Facilities in accordance with this Article.
2. Any and all expenses associated with the use of the BJ Gate Facilities by the Licensed Aircraft Operator, etc. shall be borne by the relevant Licensed Aircraft Operator, etc.
3. TIAT shall issue an invoice to the relevant Licensed Aircraft Operator, etc. on the fifth (5th) business day of the month following the month containing the usage date, and such Licensed Aircraft Operator, etc. shall pay to TIAT the usage fee for the BJ Gate Facilities by the end of the month in which the invoice was issued in the manner indicated in such invoice.
5. Any expenses necessary for the payment and settlement of the facility usage fee shall be borne by the relevant Licensed Aircraft Operator, etc.

#### Article 9. (Default Interest)

If the Licensed Aircraft Operator, etc. is delinquent in paying any amount payable to TIAT pursuant to these Terms and Conditions and the Use Agreement, such Licensed Aircraft Operator, etc. shall pay in a manner designated by TIAT the delinquent interest on the delinquent amount at 14.6% per annum, which shall arise for the period from the date immediately following the due date to the date of actual payment.

#### Article 10. (Fractions)

Fractions less than one (1) yen, if any, that may arise in any calculation pursuant to these Terms and Conditions shall be rounded down.

#### Article 11. (Emergency Contact)

Based on the Tokyo International Airport Emergency Plan issued by TCAB, the Licensed Aircraft Operator, etc. must communicate with appropriate contacts as soon as possible, when necessary.

#### Article 12. (Duty of Care)

The Licensed Aircraft Operator, etc. shall use the BJ Gate Facilities always with the duty of care of a prudent manager, and shall comply with applicable laws and ordinances as well as regulations designated by TIAT regarding the maintenance and management of the BJ Gate Facilities.

#### Article 13. (Prohibited Acts)

The Licensed Aircraft Operator, etc. shall be prohibited from:

- (1) Transferring its rights under these Terms and Conditions and the Use Agreement to third parties, or providing such rights as collateral for other obligations;
- (2) Allowing third parties to use all or a part of the BJ Gate Facilities without the prior written approval of TIAT (excluding cases where the Licensed Aircraft Operator, etc. permits the Ground Handling Company to use the BJ Gate Facilities);
- (3) Having a trade name, advertising literature, signage or other similar marks appear around the BJ Gate Facilities without the prior written approval of TIAT;
- (4) Altering, remodeling or otherwise working on the BJ Gate Facilities without written approval of TIAT;
- (5) Placing its items in the common use space around the BJ Gate Facilities without the prior written approval of TIAT; and
- (6) Acting in any manner that disturbs others or otherwise causes damage to the BJ Gate Facilities.
- (7) Photographing BJ Gate Facilities (including the exterior and interior) without the prior written approval of TIAT;

Article 14. (Disposal of Wastes)

The Licensed Aircraft Operator, etc. shall properly dispose of wastes in accordance with applicable laws and ordinances as well as the "Rules on Waste Disposal" separately stipulated by TIAT.

Article 15. (Disclaimer)

1. TIAT shall not be liable for any damage suffered by the Licensed Aircraft Operator, etc. (including damages arising due to any non-conformity of the BJ Gate Facilities with contracts), unless the damage is caused by a willful default or gross negligence of TIAT.
2. TIAT shall not be liable for any damage suffered by the Licensed Aircraft Operator, etc. in cases where use of the BJ Gate Facilities has been suspended or restricted for repair, expansion or remodeling of, or other similar work on the BJ Gate Facilities by TIAT.

Article 16. (Damage Compensation)

1. The Licensed Aircraft Operator, etc. shall compensate TIAT for any damage that TIAT may suffer due to failure of the Licensed Aircraft Operator, etc. to perform its duties and obligations under these Terms and Conditions and the Use Agreement.
2. If the Licensed Aircraft Operator, etc. or its employee, contractor or other persons acting for and on behalf of the Licensed Aircraft Operator, etc. has committed a willful default or negligence and thereby damaged the BJ Gate Facilities or otherwise caused damage to TIAT or third parties, the Licensed Aircraft Operator, etc. shall promptly notify TIAT thereof and compensate TIAT for any and all damages arising therefrom.

Article 17. (Modification or Termination of the Use Agreement for the Management and Operation of the BJ Gate Facilities)

TIAT may modify or terminate the Use Agreement in the event that TIAT is ordered to suspend the use of, or repair, alter, transfer, remove or take other measures on the BJ Gate Facilities pursuant to Article 25 of the Airport Administration Rules.

Article 18. (Loss of Objects, etc.)

If all or a substantial part of the BJ Gate Facilities is lost or damaged due to an accident caused by a natural disaster or other force majeure, and the BJ Gate Facilities become unusable as a consequence, the Use Agreement shall lose force as a matter of course.

Article 19. (Modification of these Terms and Conditions)

TIAT may change the matters set forth in these Terms and Conditions without prior notice.

Article 20. (Confidentiality)

1. Without prior written approval of the other party, TIAT and the Licensed Aircraft Operator, etc. shall not disclose information regarding these Terms and Conditions and the Use Agreement (including secrets obtained in the course of using the BJ Gate Facilities) to others, nor shall they use such information for any purpose other than the purpose of performing their obligations or exercising their rights under these Terms and Conditions and the Use Agreement.
2. Notwithstanding the provision of Article 20(1), TIAT and the Licensed Aircraft Operator, etc. may disclose information regarding these Terms and Conditions and the Use Agreement in any of the following cases:
  - (1) If the information is disclosed to employees or contractors of either party who need to know the relevant information on condition that they carry the same confidentiality obligations as those assumed by the relevant party, or if the information is disclosed to a financial institution or its representatives, which makes a loan to or conduct other similar transactions with TIAT, on condition that they carry the same confidentiality obligations;
  - (2) If the party discloses to a third party the information that is already known to such third party without breach of this Article;
  - (3) If the party discloses to a third party the information that is already in the public domain; or
  - (4) If the party discloses the information, disclosure of which has been required by laws or ordinances or a court order.
3. The provisions of Article 20(1) and 20(2) shall remain effective even after both parties have fully performed these Terms and Conditions and the Use Agreement or the Use Agreement loses force.

Article 21. (Governing Law and Jurisdiction)

These Terms and Conditions shall be governed by the laws of Japan, and TIAT and the Licensed Aircraft Operator, etc. have agreed that any dispute arising out of these Terms and Conditions and the Use Agreement shall

be submitted to the exclusive jurisdiction of the Tokyo District Court.

Article 22. (Matters to be Discussed)

Matters not provided for herein or any doubt arising out of the interpretation of these Terms and Conditions shall be settled through faithful discussions between TIAT and the Licensed Aircraft Operator, etc., and both parties shall execute a memorandum or other instruments as may be necessary.

Article 23. (Prevalence)

If there is any conflict between the English and the Japanese version of these Terms and Conditions, the Japanese version shall prevail.

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