

Handbook



Table of Contents

Overview	Page 2
Introduction to PFC Settlements	Page 2
Overview of PFC Settlements Process	Page 2
Flow Diagram of PFC Settlements	Page 3
Benefits	Page 3
U.S. Bank	Page 4
Check Processing	Page 4
Agreement	Page 4
Cost	Page 4
Timing	Page 5
New Participants	Page 5
Website	Page 5
Settlement Reporting	Page 6
Quarterly Reporting	Page 7
Joining PFC Settlements	Page 8
Frequently Asked Questions	Page 9
Agreement	Page 11
Regulations	Page 22
User Guide	Page 35
Appendices	
A. Application Forms	Page 54
B. Agreed Bank Fees	Page 55
C. U.S. Bank Account Opening Package	Page 56
D. W-8BEN	Page 57
E. Code of Federal Regulations14 CFR Part 158 - Passenger Facility Charges	Page 58

Introduction to PFC Settlements

Thank you for your interest in PFC Settlements. PFC Settlements, a service provided by Airlines Clearing House (ACH), was created to streamline and simplify the PFC payment process between airlines and airports. PFC Settlements removes the need for airlines to send paper checks to airports and allows participating airports to receive their monthly PFC payments from airlines in a single aggregated deposit made directly into its U.S. Bank account. Non participating airports receive a single check for the total amount due from all participating airlines.

ACH participation is not required to enjoy the benefits of PFC Settlements. All airlines and PFC authorized airports are eligible to join.

This Handbook was designed to provide you with an overview of the PFC Settlements service and outline the steps you need to take in order to join. It also contains the PFC Settlement Agreement and Regulations; application for opening your U.S. Bank account; a User Guide to the PFC Settlements System; and a link to the Code of Federal Regulations for PFCs.

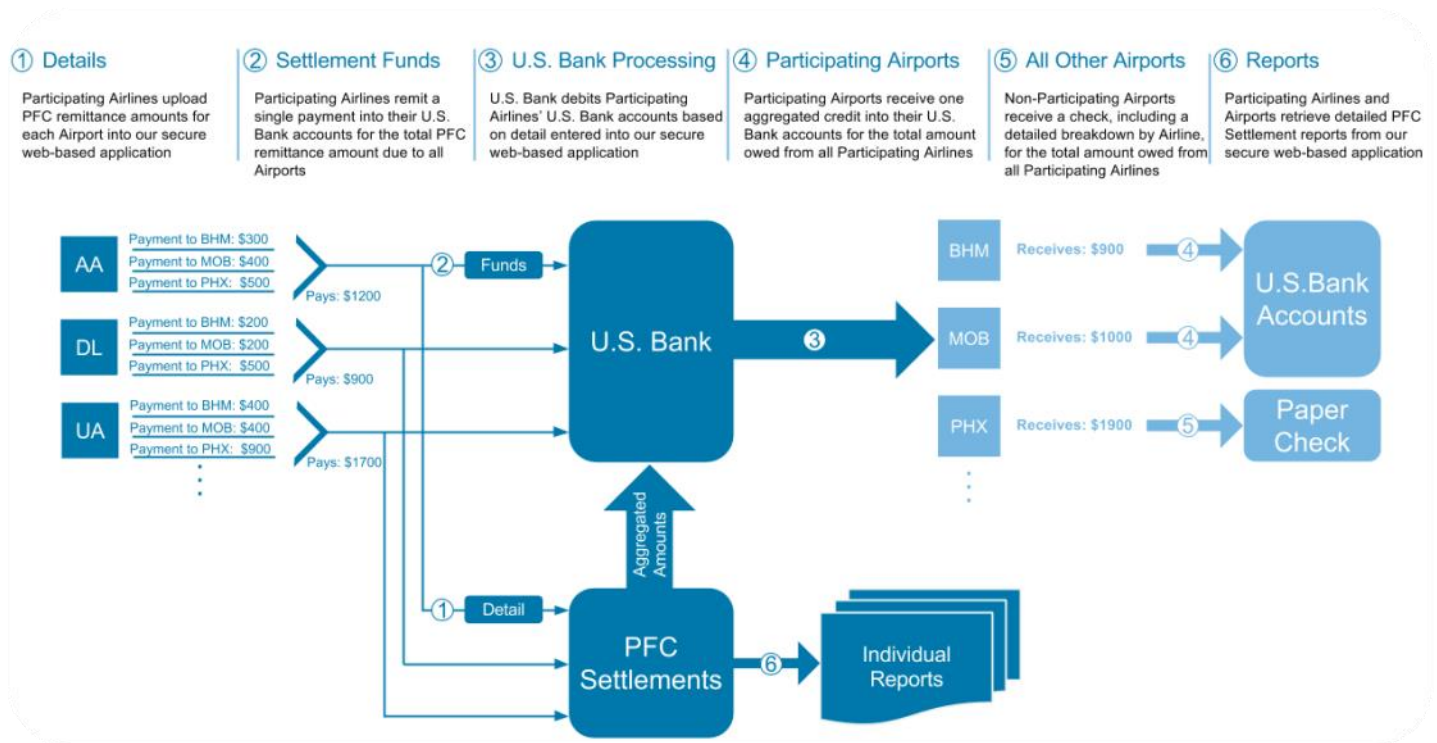
Overview of PFC Settlements Process

- ➔ **Details:** Monthly, and in accordance with predetermined due dates, participating airlines enter PFC payment¹ amounts due to all airports into a secure web-based application
 - ➔ Alternatively, amounts may be entered through a single file upload in .csv format
- ➔ **Settlement Funds:** On settlement day², each Airline deposits funds into its U.S. Bank account for its total amount due
- ➔ **U.S. Bank Processing:** U.S. Bank processes a single debit to each participating airline's U.S. Bank account, representing its total amount due for that sales period
- ➔ **Participating Airports:** Participating Airports' U.S. Bank accounts are credited for the total amount due to them
- ➔ **All Other Airports:** Non-participating airports receive a single check for the total amount due to them
- ➔ **Reports:** Participating airlines and airports have online access to detailed reports that provide a breakdown of the debit or credit amount. Non-participating airports receive a detailed report enclosed with the check that provides a breakdown of the amounts included for each airline
- ➔ **PFC payments:** Payment amounts are net of refunds and PFC collection compensation
- ➔ **Settlement day:** Usually the 24th of each month, but may be adjusted to accommodate weekends and holidays

¹ PFC payment amounts are net of refunds and PFC collection compensation

² Settlement day is usually the 24th of each month, but may be adjusted to accommodate weekends and holidays

Flow Diagram of PFC Settlements



Benefits

PFC Settlements allow airlines and airports to benefit from an efficient and inexpensive process that eliminates much of the administrative burden.

Participating Airports	Airlines
<ul style="list-style-type: none"> ✓ Quicker receipt of funds ✓ Eliminates processing of paper checks ✓ Eliminates risk of lost checks ✓ Provides single deposit directly into bank account ✓ Detailed reporting ✓ Low bank fees 	<ul style="list-style-type: none"> ✓ Reduced postage costs ✓ Eliminates cost of issuing paper checks ✓ Eliminate risk and headache of lost checks ✓ Single debit from bank account ✓ ACH is a known and trusted process ✓ Low bank fees ✓ All Airports included

U.S. Bank

All PFC Settlement participants are required to open and maintain a bank account⁴ with U.S. Bank for use with PFC Settlements.

ACH contracts with U.S. Bank to perform the settlement, using a proprietary netting solution, enabling participants to minimize costs by aggregating amounts and processing a single debit or credit to each participant's U.S. Bank Account for the total amount. Non-participating Airports receive a single check for the total amount.

To assist ACH with its function as facilitator of PFC Settlements, ACH has access to view current day balances of participants' U.S. Bank Accounts. This enables ACH to ensure that debtors have adequate funds in their accounts prior to effecting the PFC Settlement.

Check Processing

Non-Participating Airports receive a single check for each sales period for the combined total of all PFC amounts due from Participating Airlines.

The check includes a breakdown by airline and amount, of the total amount of the check.

Checks are sent to the address contained in the Airlines for America PFC Remittance Directory.

ACH will actively investigate any unpaid check beginning 60 days after issuance.

Data related to checks is maintained by ACH for no less than seven years after issue.

Example Check

Airline Name	Remittance Amt
American	\$67,662.17
Delta Air Lines	\$64,469.71
Air Canada	\$92,107.32
United Airlines	\$50,155.82
Alaska Airlines	\$12,403.29
Volair	\$47,954.93
US Airways	\$84,717.33
Jetstar Airways	\$41,314.28
Argentinas	\$57,975.61
Lan Airlines	\$30,132.57
TAP Portugal	\$25,471.55
Aer Lingus	\$12,992.09
Alitalia	\$42,568.60
Air France	\$14,616.36
Saudi Arabian	\$58,818.61
Ethiopian Air	\$60,831.89
KLM Royal Dutch	\$47,284.36
Iberia	\$61,204.78
Egyptair	\$99,437.17
Philippine	\$9,923.33
LOT Polish	\$86,856.07
Qantas Airways	\$34,850.45

THE FRONT OF THIS DOCUMENT HAS A COLORED BACKGROUND. SECURITY FEATURES INCLUDE MICROPRINTING, A VOID PATTERN, AND A WATERMARK. SECURITY SCREENS ON THE BACK.

ACH
Airlines Clearing House
1275 Pennsylvania Avenue NW
Suite 1300
Washington DC 20004

13-1/120

21102	03/18/2016
Check Number	Date

Amount
\$5,978,691.90**

This Account Protected by Positive Pay

PAY EXACTLY ***5,978,691* DOLLARS AND *90 * CENTS**

TO THE ORDER OF: **Abilene Regional Airport
City of Abilene Finance Department
PO Box 60
Abilene, TX 79604**

usbank

MEMO: PFC Remittances For April 2016

Andrea B. Whitman

⑈0000021102⑈ ⑆0420000130130121442086⑈

Agreement

All participants in PFC Settlements must execute and comply with the terms contained in the Passenger Facility Charge Reporting and Remittance Agreement and PFC Settlement Regulations.

Cost

The cost⁵ to participate in PFC Settlements is \$125 per month. The monthly fee of \$125 will be billed by Airlines Clearing House and paid through the monthly PFC Settlement.

⁴ ACH Participants may use their existing U.S. Bank account

⁵ Cost does not include any applicable bank fees.

Timing - 2023

The PFC Settlements Calendar will be distributed and published annually by no later than November 1st of each year. The PFC Settlements Calendar provides participants with the deadline dates for each monthly PFC Settlement period.

Sales Period	System Opens	System Closure	Settlement Reports	Settlement Date	Checks Mailed	PFC Reg Pymt Date
Jan-23	01/23/23	02/16/23	02/17/23	02/22/23	02/23/23	02/28/23
Feb-23	02/17/23	03/20/23	03/21/23	03/24/23	03/27/23	03/31/23
Mar-23	03/21/23	04/20/23	04/21/23	04/25/23	04/26/23	05/01/23
Apr-23	04/21/23	05/18/23	05/19/23	05/24/23	05/25/23	05/31/23
May-23	05/19/23	06/19/23	06/20/23	06/23/23	06/26/23	06/30/23
Jun-23	06/20/23	07/20/23	07/21/23	07/25/23	07/26/23	07/31/23
Jul-23	07/21/23	08/17/23	08/18/23	08/24/23	08/25/23	08/31/23
Aug-23	08/18/23	09/20/23	09/21/23	09/25/23	09/26/23	10/02/23
Sep-23	09/21/23	10/19/23	10/20/23	10/25/23	10/26/23	10/31/23
Oct-23	10/20/23	11/16/23	11/17/23	11/22/23	11/24/23	11/30/23
Nov-23	11/17/23	12/21/23	12/22/23	12/26/23	12/27/23	01/02/24
Dec-23	12/22/23	01/18/24	01/19/24	01/25/24	01/26/24	01/31/24

Sales Period: The period beginning on the first day of a calendar month, through and including the last day of the same month, for which PFC remittances, less permitted deductions, are required to be made

System Opens: At 00:00:01 AM, ET, on this date, payment information for the sales period may be entered or edited into the PFC Settlement System

System Closes: At 23:59:59 PM, ET, this date, payment information for the sales period may no longer be entered or edited into the PFC Settlement System

Final Settlement Reports: At 00:00:01 AM, ET, on this date, final Settlement Reports for the sales period are available

PFC Settlement Date: Net debtors must deposit sufficient funds into their U.S. Bank Account by no later than 2:00 p.m. ET. U.S. Bank Accounts are credited and debited shortly thereafter

Checks Mailed Checks to Non-Participating Airports are generated and mailed on this date

Timing - 2024

The PFC Settlements Calendar will be distributed and published annually by no later than November 1st of each year. The PFC Settlements Calendar provides participants with the deadline dates for each monthly PFC Settlement period.

Sales Period	System Opens	System Closure	Settlement Reports	Settlement Date	Checks Mailed	PFC Reg Pymt Date
Jan-24	01/19/24	02/19/24	02/20/24	02/23/24	02/26/24	02/29/24
Feb-24	02/20/24	03/20/24	03/21/24	03/26/24	03/27/24	04/01/24
Mar-24	03/21/24	04/18/24	04/19/24	04/24/24	04/25/24	04/30/24
Apr-24	04/19/24	05/20/24	05/21/24	05/24/24	05/28/24	05/31/24
May-24	05/21/24	06/19/24	06/20/24	06/25/24	06/26/24	07/01/24
Jun-24	06/20/24	07/21/24	07/22/24	07/25/24	07/26/24	07/31/24
Jul-24	07/22/24	08/21/24	08/22/24	08/27/24	08/28/24	09/03/24
Aug-24	08/22/24	09/18/24	09/19/24	09/24/24	09/25/24	09/30/24
Sep-24	09/19/24	10/21/24	10/22/24	10/25/24	10/28/24	10/31/24
Oct-24	10/22/24	11/19/24	11/20/24	11/25/24	11/26/24	12/02/24
Nov-24	11/20/24	12/18/24	12/19/24	12/24/24	12/26/24	12/31/24
Dec-24	12/19/24	01/21/25	01/22/25	01/27/25	01/28/25	01/31/25

Sales Period:	The period beginning on the first day of a calendar month, through and including the last day of the same month, for which PFC remittances, less permitted deductions, are required to be made
System Opens:	At 00:00:01 AM, ET, on this date, payment information for the sales period may be entered or edited into the PFC Settlement System
System Closes:	At 23:59:59 PM, ET, this date, payment information for the sales period may no longer be entered or edited into the PFC Settlement System
Final Settlement Reports:	At 00:00:01 AM, ET, on this date, final Settlement Reports for the sales period are available
PFC Settlement Date:	Net debtors must deposit sufficient funds into their U.S. Bank Account by no later than 2:00 p.m. ET. U.S. Bank Accounts are credited and debited shortly thereafter
Checks Mailed	Checks to Non-Participating Airports are generated and mailed on this date

New Participants

ACH notifies PFC Settlement participants each time a new participant joins the Service. Additionally, participants will be able to download a current listing of PFC Settlement participants from the website.

Airports will be assigned a unique code to be used in the settlements. The code will begin with the Airport's code, followed by XF (the tax code used for collection of PFCs).

Website

PFCSettlement.com contains valuable and up-to-date information on the service.

Settlement Reporting

PFC Settlements provides participants with detailed reporting for each settlement period, allowing each participant to reconcile the amount posted to its U.S. Bank Account. Reports are available in PDF or a .csv download.

Airline Report Example



007EA - ExampleAir

PFC Remittance Report

Sales Period Jun 2021

Settlement date: Tuesday, Jul 27, 2021
Created: 09/13/2021 01:31 PM EDT

USD SETTLEMENT DETAIL

Category / Company		Payables	Receivables	Net Amount
PFC Remittances				
A98XD	Airlines Clearing House	0.00	-125.00	-125.00
BUF XF	Buffalo Airport Authority	555.99	0.00	-555.99
CLT XF	Charlotte/Douglas Intl. Airport	632.11	0.00	-632.11
LAX XF	Los Angeles World Airports	2,340.55	0.00	-2,340.55
OGG XF	Kahului Airport	832.10	0.00	-832.10
Total PFC Remittances		4,360.75	-125.00	-4,485.75
Total USD		4,360.75	-125.00	-4,485.75

Airport Report Example



EXEXF - Example International Airport

PFC Remittance Report

Sales Period Jan 2023

Settlement date: Wednesday, Feb 22, 2023
Created: 03/23/2023 09:53 AM EDT

USD SETTLEMENT DETAIL

Category / Company		Payables	Receivables	Net Amount
PFC Remittances				
001AA	American Airlines Inc	0.00	34,326.58	34,326.58
006DL	Delta Air Lines Inc	0.00	17,401.70	17,401.70
016UA	United Airlines Inc	0.00	12,519.45	12,519.45
027AS	Alaska Airlines Inc	0.00	1,666.34	1,666.34
A98XD	Airlines Clearing House	0.00	-125.00	-125.00
Total PFC Remittances		0.00	6,412,412.34	6,412,412.34
Total USD		0.00	6,412,412.34	6,412,412.34

NOTE: Amounts and companies listed in Remittance Report Example are for illustrative purposes only and do not represent actual values.

Quarterly Reporting

Quarterly reports will be produced for each quarter and sent to the applicable Airport/Public Authority with copies emailed to the reporting Airline. Annual reports will also be produced from the quarterly reporting data, and sent to the applicable airport/public authority with copies emailed to the Reporting Airline

Reports will be sent to the Airports by no later than the last day of the reporting deadline dates:

First Quarter Reports sent by no later than April 30th

Second Quarter Reports sent by no later than July 31st

Third Quarter Reports sent by no later than October 31st

Fourth Quarter Reports sent by no later than January 31st

Annual Reports sent no later than January 31st

To participate, Airlines upload a file of their quarterly reporting data directly to the ACH SMART system, as detailed in the User Guide section of this document.

The file may be uploaded on a monthly or quarterly basis (containing three months of data). The upload deadlines are detailed in the PFC settlement calendar.

Airlines will benefit from no longer having to mail quarterly reports to each of the airports.

Airports will benefit from receiving a standard report format with multiple airlines' reports contained in one distribution. ACH will work with the airports to distribute the reports electronically via email attachment as a PDF.

Joining PFC Settlements

Joining PFC Settlements is easy. There are no start-up costs or anything to develop. Simply complete the three tasks below to get started.

1. Passenger Facility Charge Reporting and Remittance Agreement

Airline Clearing House (ACH) membership is not required to participate in PFC Settlements.

To participate in PFC Settlements, execute two originals of the Passengers Facility Charge Reporting and Remittance Agreement and send them to:

Airlines Clearing House, Inc.
Attention: PFC Settlements
1275 Pennsylvania Avenue, N.W., Suite 1300
Washington, D.C. 20004

Or, scan and send to ACH@airlines.org

A countersigned Passengers Facility Charge Reporting and Remittance Agreement will be returned to you.

2. U.S. Bank Account

Participation in PFC Settlements requires that all participants maintain a bank account at U.S. Bank. It is recommended that participants maintain a \$1,000 minimum balance in their U.S. Bank Account. Participants work directly with U.S. Bank personnel to establish the bank account and related services.

As an added benefit, U.S. Bank has agreed to charge PFC Settlements' participants no more than the agreed to prices for many of the most commonly used services until August 2026.

3. PFC Settlements Application Forms

Complete the PFC Settlements Application Forms to establish access to the ACH SMART application for your users and provide ACH with your contact information.

Activation

ACH will notify you when all documents have been received and U.S. Bank advises us that your account is open and available for use.

General Questions

Once I sign the Agreement, how long until I can participate in PFC Settlements?

Answer: As long as we receive notification from U.S. Bank that your account has been opened, PFC Settlements can occur within a few days.

How will other PFC Settlement participants know that I've joined?

Answer: ACH will notify all PFC Settlement participants each time a new participant has joined. The notification will include the effective sales period for the new participant. Additionally, pfcsettlement.com will be updated with the new participant information as well as the PFC Settlements System.

What happens if someone doesn't pay?

Answer: ACH provides numerous reminders to debtors to prevent that type of situation. In the unlikely event a debtor does not remit sufficient funds to its U.S. Bank account to satisfy its indebtedness amount, all payments from that debtor will be excluded from that settlement. However, if the debtor remits payment no later than 12:00 Noon, local time in New York City of the next business day, ACH may authorize U.S. Bank to perform a supplemental settlement to include payments from the delinquent participant.

How do I adjust an amount from a closed sales period?

Answer: Provided the settlement for that sales period has not occurred, contact ACH by email at ACH@airlines.org or by phone at 202-626-4144. If the settlement has occurred, you must work directly with the other participant(s) to determine a solution.

What about future enhancements?

Answer: A PFC Settlement Advisory Board, consisting of representatives from participating airlines and airports, will be formed. The Board will play an important role in helping ACH determine the need and benefit of enhancements to the system.

Is this mandatory?

Answer: No. PFC Settlements is an optional service open to all airlines and PFC authorized airports.

Airlines

I only have refunds for a participating airport, can I submit that amount for settlement?

Answer: No. PFC Settlements is a remittance system, and is not intended to handle negative remittances.

I'm already an ACH Participant, how is this different from my ACH Settlements?

Answer: SIS is not utilized, as there are no invoices. If you already have a user ID for SMART (the ACH Settlement Management and Reporting Tool) you will use that same ID for PFC Settlements. ACH settlements will continue to be processed four times each month, whereas PFC Settlements are processed on a monthly basis only.

What happens if I need assistance during an audit?

Answer: We're here to help. Your auditors may contact us at ACH@airlines.org for verification of amounts.

Airports

I'm a Non-Participating Airport. Why did I receive a check from you?

Answer: PFC Settlements aggregates payments from all participating airlines and sends you the single check you received. Contact us at ACH@airlines.org to learn more about the benefits of becoming a PFC Settlement Participant.

Where did you obtain the addresses to send checks to?

Answer: Addresses are those contained in the PFC Remittance Directory as provided by Airlines for America until notified otherwise by the respective Airport.

Did we get one wrong? Please email ACH@airlines.org and we will correct it.

Does this new system eliminate the quarterly reports submitted by airlines?

Answer: No. The PFC Settlements system is focused on streamlining payments. Airlines are still required to generate and send quarterly reports in accordance with Federal Regulations.

Will the PFC Settlement Service enable the Participants to comply with the Code of Federal Regulations-14 CFR Part 158-Passenger Facility Charges?

Answer: Yes, the PFC Settlement Service is intended to enable the Participants to comply with the Code of Federal Regulations-14 CFR Part 158-Passenger Facility Charges.

I have a question not listed here, what do I do?

Answer: Contact us by email at ACH@airlines.org or by phone at 202-626-4144. We are available to answer your questions.

U.S. Bank

Why do I have to open an account with U.S. Bank?

Answer: ACH Partners with U.S. Bank to perform the settlements through a proprietary solution that requires all Participants to use their U.S. Bank Accounts for the PFC Settlements.

Can I instruct U.S. Bank to automatically transfer my creditor funds to my operating account elsewhere?

Answer: Yes. U.S. Bank will work with you to determine the best options for establishing your automated standing transfer order.

I already have a U.S. Bank account, am I required to establish a new one for use in PFC Settlements?

Answer: No, provided the account was opened under the Airlines Clearing House relationship.

About Airlines Clearing House

Airlines Clearing House, Inc. (ACH) is a financial clearinghouse that has, for over 70 years, provided net settlement services to the aviation industry. In 2022, over 350 airlines and other aviation related companies settled over \$13 billion in billings through ACH. ACH partners with U.S. Bank to provide the service, and through FDIC regulations, ensure that participants' funds are safe.

Passenger Facility Charge Reporting and Remittance Agreement

This Passenger Facility Charge Reporting and Remittance Agreement is made and entered into by and between Airlines Clearing House, Inc., a Delaware corporation (the "**Clearing House**"), and the undersigned PFC Settlement Participant (sometimes hereinafter referred to as the "**Subscribing Participant**"). This Agreement is effective as of the date of its execution by the Clearing House, as shown on the signature page (the "**Effective Date**"). This is one of a series of substantially identical agreements entered into between the Clearing House and individual PFC Settlement Participants. Capitalized terms used and not otherwise defined in this Agreement have the meanings set forth in Section 1.

WHEREAS, federal law authorizes the Administrator of the Federal Aviation Administration (the "**FAA**") to grant authority to public agencies that control commercial service airports to require domestic and foreign air carriers to collect, report and remit approved passenger facility charges ("**PFCs**") on passengers enplaned at such airports;

WHEREAS, as of September 2015 more than 150 air carriers are required to collect, report and remit PFCs for more than 350 airports;

WHEREAS, the Clearing House, a corporation formed in 1943 and not conducted for profit, and its Clearing Bank conduct settlements through which airlines and related entities report and settle their mutual obligations as often as four times per month ("**ACH Settlements**");

WHEREAS, the Clearing House has agreed to and has made arrangements with the Clearing Bank to conduct separate settlements ("**PFC Settlements**") to enable PFC Settlement Participants to benefit from the efficiencies and cost-savings associated with a centralized process for reporting and remitting PFCs, and the Subscribing Participant wishes to realize those efficiencies and cost-savings;

NOW, THEREFORE, the Clearing House and the Subscribing Participant agree as follows:

1. Definitions.

As used in this Agreement the following terms have the meanings set forth below:

"**Advisory Board**" has the meaning set forth in paragraph 5(a) of this Agreement.

"**Advisory Board By-Laws**" has the meaning set forth in paragraph 5(c) of this Agreement.

"**Airline Settlement Clearing Account**" has the meaning set forth in paragraph 2(c)(i) of this Agreement.

"**Airline Participant**" means each air carrier or foreign air carrier (each as defined in 14 C.F.R. § 1.1), including, without limitation, air carriers and foreign air carriers that participate in ACH Settlements and/or settlements through the International Air Transport Association (IATA) Clearing House, that is required to collect and remit PFCs and has entered into an agreement with the Clearing House corresponding to this Agreement.

"**Airport Authority**" means any public agency (as defined in 14 C.F.R. § 158.3) that controls one or more commercial service airports (as defined in 14 C.F.R. § 158.3) and is authorized to impose PFCs.

"**Airport Facility Agreement**" has the meaning set forth in paragraph 6(a)(v) of this Agreement.

"**Airport Participant**" means each Airport Authority that has entered into an agreement with the Clearing House corresponding to this Agreement.

"Clearing Bank" means U.S. Bank National Association or such other federally insured depository institution as may hereafter be designated by the Clearing House as the clearing bank for PFC Settlements, effective upon not less than six (6) months' prior notice to all PFC Settlement Participants.

"Delinquent PFC Settlement Participant" has the meaning set forth in paragraph 2 (a)(iii) of this Agreement.

"Designated Airline Participant" has the meaning set forth in paragraph 2 (b)(ii) of this Agreement.

"Designated Airport Authority" has the meaning set forth in paragraph 2 (a)(ii) of this Agreement.

"Designation Notice" means a notice given to the Clearing House by a PFC Settlement Participant as provided in paragraph 2(a)(ii) or paragraph 2(b)(ii) of this Agreement (as applicable).

"Effective Date" has the meaning set forth in the preamble of this Agreement.

"Force Majeure Event" has the meaning set forth in paragraph 8 (a) of this Agreement.

"Permitted Deductions" has the meaning set forth in paragraph 2 (a)(i) of this Agreement.

"PFC Clearing Account" has the meaning set forth in paragraph 2 (c)(i) of this Agreement.

"PFC Remittance Reports" has the meaning set forth in paragraph 3 (a)(i) of this Agreement.

"PFC Settlement Participant" means each Airline Participant or Airport Participant, including the Subscribing Participant.

"PFC Settlement Regulations" means the Passenger Facility Charge Reporting and Remitting Regulations, as amended and updated from time to time, promulgated by the Clearing House and posted by the Clearing House on the PFC Settlements website or otherwise made readily available to PFC Settlement Participants by the Clearing House. The PFC Settlement Regulations contain data formats, settlement timetables, security procedures and other details governing participation in and implementation of PFC Settlements.

"PFC Settlement Reports" has the meaning set forth in paragraph 3 (c) of this Agreement.

"PFC Settlements" means the process of reporting and remitting PFCs, net of Permitted Deductions, by Airline Participants to Airport Authorities, as implemented by the Clearing House and the Clearing Bank in accordance with this Agreement and the PFC Settlement Regulations.

2. Participation in PFC Settlements.

(a) Airline Participants. If the Subscribing Participant is an Airline Participant –

(i) On a monthly basis or at such other intervals as may hereafter be required under FAA regulations, the Subscribing Participant will report and remit to each Airport Authority (other than any Airport Authority that the Subscribing Participant has identified as a Designated Airport Authority), through PFC Settlements, the aggregate amount of PFCs that the Subscribing Participant has collected for such Airport Authority, net of collection compensation (as authorized in 14 C.F.R. § 158.51), refunds and other credits permitted under applicable law (collectively, “Permitted Deductions”). The Subscribing Participant will receive on-line access to monthly and quarterly reports of collected PFCs and Permitted Deductions as provided in paragraphs 3(a)(iii) and 3(b)(iii) of this Agreement and in the PFC Settlement Regulations

(ii) The Subscribing Participant may elect not to utilize PFC Settlements for purposes of reporting and remitting PFCs to a specific Airport Authority by issuing a Designation Notice informing the Clearing House that the Subscribing Participant has elected not to utilize PFC Settlements for purposes of reporting and remitting PFCs to that Airport Authority (a “Designated Airport Authority”). If the Designated Airport Authority is an Airport Participant, the Subscribing Participant shall send a copy of its Designation Notice to the Designated Airport Authority. The election provided for in such a Designation Notice shall apply to PFC Settlements commencing with the first PFC Settlement that is scheduled to occur at least sixty (60) days after delivery of the Designation Notice, except that in the case of a Designation Notice that is delivered concurrently with the Subscribing Participant’s execution and delivery of this Agreement, the election provided for in the Designation Notice shall apply immediately. The Subscribing Participant may revoke a Designation Notice at any time by written notice to the Clearing House (with a copy to the Designated Airport Authority if it is an Airport Participant), such revocation to take effect commencing with the first PFC Settlement that is scheduled to occur at least sixty (60) days after delivery of the notice of revocation.

(iii) If as of 2:00 PM local time in New York City on the date of any scheduled PFC Settlement, the funds available for withdrawal from the Subscribing Participant’s PFC Clearing Account are insufficient to cover its net remittance obligations in such PFC Settlement, the Clearing House and the Clearing Bank will exclude from such settlement any and all PFC remittances (and Permitted Deductions) that otherwise would be included in determining the net remittance obligation of the Subscribing Participant (a “Delinquent PFC Settlement Participant”).

(iv) If as of 12:00 noon, local time in New York City on the next business day after a scheduled PFC Settlement from which its PFC remittances and/or Permitted Deductions have been excluded pursuant to paragraph 2(a)(iii), the Subscribing Participant (as a Delinquent PFC Settlement Participant) has made available in its PFC Clearing Account amounts sufficient to cover its net remittance obligations in such PFC Settlement and has so notified the Clearing House, the Clearing House shall arrange for the Clearing Bank to conduct an unscheduled supplemental settlement to clear such remittance obligations.

(v) If the Subscribing Participant, as a Delinquent PFC Settlement Participant, has not made sufficient funds available and so notified the Clearing House, by 12:00 noon, local time in New York City on the next business day after a scheduled PFC Settlement from which its PFC remittances (and Permitted Deductions) have been excluded pursuant to paragraph 2(a)(iii), the Subscribing Participant thereafter shall be precluded from clearing such PFC remittances (and Permitted Deductions) through any PFC Settlement.

(vi) If the Clearing Bank conducts an unscheduled supplemental settlement to clear remittance obligations of the Subscribing Participant (as a Delinquent PFC Settlement Participant), the Subscribing Participant shall pay the Clearing House the supplemental settlement fee specified in the PFC Settlement Regulations. The amount of such fee shall be subject to increase, as provided in the PFC Settlement Regulations, if the Subscribing Participant becomes a Delinquent PFC Settlement Participant more than once within a period of twelve (12) consecutive months.

(vii) If the Subscribing Participant becomes a Delinquent PFC Settlement Participant more than twice within a period of twelve (12) consecutive months, the Subscribing Participant shall automatically cease to be eligible to participate in further PFC Settlements, and this Agreement shall automatically terminate.

(b) Airport Participants. If the Subscribing Participant is an Airport Participant –

(i) The Subscribing Participant will receive Airline Participants' PFC remittances (net of Permitted Deductions) directly in its PFC Clearing Account through the PFC Settlements conducted by the Clearing House and the Clearing Bank and will receive on-line access to related monthly and quarterly reports of collected PFCs and Permitted Deductions as provided in paragraphs 3(a)(iv) and 3(b)(iii) of this Agreement and in the PFC Settlement Regulations.

(ii) The Subscribing Participant may elect not to utilize PFC Settlements for purposes of receiving PFC remittances and reports from a specific Airline Participant by issuing a Designation Notice informing the Clearing House, with a copy to the Airline Participant, that the Subscribing Participant has elected not to utilize PFC Settlements for purposes of receiving PFC remittances and reports from that Airline Participant (a "Designated Airline Participant"). The election provided for in such a Designation Notice shall apply to PFC Settlements commencing with the first PFC Settlement that is scheduled to occur at least sixty (60) days after delivery of the Designation Notice, except that in the case of a Designation Notice that is delivered concurrently with the Subscribing Participant's execution and delivery of this Agreement, the election provided for in the Designation Notice shall apply immediately. The Subscribing Participant may revoke a Designation Notice at any time by written notice to the Clearing House, with a copy to the Designated Airline Participant, such revocation to take effect commencing with the first PFC Settlement that is scheduled to occur at least sixty (60) days after delivery of the notice of revocation.

(c) Terms Applicable to All PFC Settlement Participants.

(i) The Subscribing Participant (whether it is an Airline Participant or an Airport Participant) shall establish and maintain at the Clearing Bank a dedicated clearing account (a "PFC Clearing Account") for purposes of making and/or receiving PFC remittances. If the Subscribing Participant is an Airline Participant and maintains a clearing account at the Clearing Bank for purposes of ACH Settlements or other recurring airline industry settlements (an "Airline Settlement Clearing Account"), the Subscribing Participant may, unless it becomes a "covered air carrier" as defined in 14 C.F.R. § 158.3, use such Airline Settlement Clearing Account as its PFC Clearing Account;

(ii) Prior to the deposit deadline for each PFC Settlement, as specified in the PFC Settlement Regulations, the Subscribing Participant shall make available in its PFC Clearing Account amounts sufficient to fund its net remittance obligations for such PFC Settlement, as reported by the Clearing House and the Clearing Bank;

(iii) The Subscribing Participant shall execute and deliver to the Clearing Bank such account documentation as it may reasonably require from time to time, including documentation confirming the Clearing Bank's authority to withdraw net remittance amounts from, or deposit such amounts to, the Subscribing Participant's PFC Clearing Account for purposes of effecting PFC Settlements;

(iv) The Subscribing Participant shall utilize and observe and comply with data formats, settlement timetables, security procedures and other rules and procedures governing participation in and implementation of PFC Settlements set forth in the PFC Settlement Regulations;

(v) Commencing at such time as the Clearing House has notified PFC Settlement Participants that quarterly reporting of PFCs and related information, as provided for under 14 C.F.R. § 158.63 and/or §158.65, is available through PFC Settlements, the Subscribing Participant shall report the required information in compliance with the PFC Settlement Regulations; and

(vi) The Subscribing Participant hereby designates and appoints the Clearing House as its agent, and authorizes the Clearing House to delegate to the Clearing Bank as its sub-agent, to perform the functions described in paragraph 3(a).

3. Clearing House/Clearing Bank Functions.

- (a) In connection with each PFC Settlement, the Clearing House shall, through the Clearing Bank:
- (i) Receive from all Airline Participants (including the Subscribing Participant, if it is an Airline Participant) their reports ("PFC Remittance Reports") of the amounts of their respective PFC remittance obligations to individual Airport Authorities, net of any Permitted Deductions from such remittances;
 - (ii) Aggregate, for each Airport Authority and for each commercial service airport operated by an Airport Authority that operates more than one such airport, the PFC remittance amounts reported for such Airport Authority or, if applicable, for each of its commercial service airports, by all Airline Participants;
 - (iii) Generate and make available to each Airline Participant a settlement report showing (A) the PFC remittance amounts reported by such Airline Participant for each Airport Authority and for each commercial service airport operated by an Airport Authority that operates more than one such airport; (B) the net remittance amount derived from aggregating all such reported PFC remittance amounts; (C) the applicable PFC Settlement fees payable by such Airline Participant to the Clearing House; and (D) the total amount owed by such Airline Participant in such PFC Settlement (i.e., the sum of the amounts referred to in clauses (B) and (C));
 - (iv) Generate and make available to each Airport Authority a settlement report showing for such Airport Authority and, if it operates more than one commercial service airport, for each such airport (A) the PFC remittance amounts, net of Permitted Deductions, reported by each Airline Participant that has reported PFCs for such Airport Authority; (B) the total of all such net remittance amounts; and (C) the applicable PFC Settlement fees payable to the Clearing House by such Airport Authority if it is an Airport Participant. In the case of an Airport Authority that is an Airport Participant, such settlement reports will be provided on line; and
 - (v) On the date of each PFC Settlement (i) withdraw from each Airline Participant's PFC Clearing Account the total amount owed by such Airline Participant in such PFC Settlement (as shown in the settlement report referred to in paragraph 3(a)(iii)); (ii) deposit in the PFC Clearing Account of each Airport Participant the total amount owed to such Airport Participant in such PFC Settlement, as reflected in the settlement report made available to such Airport Participant; (iii) remit the total amount owed to each Airport Authority that is not an Airport Participant, i.e., the total amount reflected in the settlement report made available to such Airport Authority, by check or in such other manner as the Airport Authority, the Clearing Bank and the Clearing House may agree; and (iv) credit applicable PFC Settlement fees to the account of the Clearing House.
- (b) The Clearing House also will –
- (i) Arrange for the Clearing Bank, subject to receipt of customary account documentation and payment of applicable account fees, to establish and maintain a PFC Clearing Account for any PFC Settlement Participant that does not maintain an Airline Settlement Clearing Account;
 - (ii) Maintain with the Clearing Bank a dedicated concentration/disbursement account in which PFC remittances received from Airline Participants will be held pending disbursement to Airport Authorities that are not Airport Participants;
 - (iii) Commencing at such time as the Clearing House has notified PFC Settlement Participants that quarterly reporting of PFCs, as provided for under 14 C.F.R. § 158.65, is available through PFC Settlements, make the information required for each PFC Settlement Participant's quarterly reports available to such PFC Settlement Participant on the PFC Settlement website or as otherwise provided in the PFC Settlement Regulations; provided, however, that such quarterly reporting information shall not be made available in any case in which the Airline Participant and an Airport Participant have, by joint written notice, informed the Clearing House and the Clearing Bank that they have elected to maintain separate quarterly reporting arrangements;
 - (iv) Retain records of each PFC Settlement for not less than seven (7) years and make such records directly accessible to PFC Settlement Participants through the PFC Settlement website for not less than eleven (11) months after the date of such PFC Settlement; and

- (c) Details regarding the timing of PFC Settlements, the form, manner and timing of submission of PFC Remittance Reports, the preparation and availability of the settlement reports referred to in paragraphs 3 (a)(iii) and (iv) above (collectively, "PFC Settlement Reports") and withdrawal of settlement amounts from, and deposit of such amounts to, PFC Settlement Participants' Clearing Accounts are set forth in the PFC Settlement Regulations.
- (d) PFC Remittance Reports and PFC Settlement Reports pertaining to PFC remittances by the Subscribing Participant (if the Subscribing Participant is an Airline Participant) to any Airport Authority and the data contained in such reports shall be accessible only to the Subscribing Participant and such Airport Authority, to the Clearing House and to the Clearing Bank, and such reports and information shall under no circumstances be available to any other PFC Settlement Participant or Airport Authority.

4. PFC Settlement Fees.

As compensation to the Clearing House for conducting PFC Settlements, the Subscribing Participant shall pay to the Clearing House the PFC settlement fees set forth in the fee schedule that is (i) appended to this Agreement, or (ii) following any modification of such fee schedule, set forth in the PFC Settlement Regulations. Commencing no earlier than January 1, 2018 the Clearing House may modify the fee schedule, effective upon not less than three (3) months' prior written notice to the Subscribing Participant (and all other PFC Settlement Participants); provided, however, that fees may not be increased more than once in any twelve-month period. The Subscribing Participant also shall pay any applicable maintenance, service, or other account fees charged from time to time by the Clearing Bank. Fees payable to the Clearing House shall be included in PFC Settlement Reports and paid through PFC Settlements.

5. PFC Settlement Advisory Board.

- (a) A PFC Settlements advisory board (the "Advisory Board") will meet at least semi-annually (a) to evaluate the functioning of PFC Settlements as a cost-effective, centralized process for reporting and remitting PFCs; (b) to consult with the Clearing House (and with the Clearing Bank, as appropriate) on operational and cost issues (including proposed changes in PFC settlement fees) and any proposed enhancements; and (c) to consider any proposed amendment of the PFC Settlement Regulations proposed by an Advisory Board member.
- (b) No later than June 30, 2017 the Clearing House will organize and convene the first meeting of the Advisory Board, which will consist initially of the Secretary-Treasurer of the Clearing House and five (5) representatives chosen by Airline Participants. The number of seats on the Advisory Board will increase as and when Airport Authorities become Airport Participants. For every five (5) Airport Authorities that become Airport Participants, up to a maximum of twenty-five (25) Airport Participants, Airport Participants will be entitled to choose one Advisory Board representative, so that after there are twenty-five (25) Airport Participants the Advisory Board will be comprised of the Secretary-Treasurer of the Clearing House, five (5) representatives chosen by Airline Participants and five (5) representatives chosen by Airport Participants. No Airline Participant or Airport Participant or group of affiliated Airline Participants or Airport Participants will be permitted to have more than one representative on the Advisory Board.
- (c) Rules governing election of Advisory Board members and conduct of Advisory Board meetings will be set out in by-laws (the "Advisory Board By-Laws") developed by the Clearing House and subject to approval by the Advisory Board at its first meeting. The Advisory Board By-Laws will be subject to amendment by two-thirds (2/3) vote of the members of the Advisory Board, with the approval of the Board of Directors of the Clearing House. The Advisory Board By-Laws, together with a listing of the members of the Advisory Board (which shall be updated periodically by the Clearing House) will be made available to PFC Settlement Participants on the PFC Settlement website or as otherwise provided in the PFC Settlement Regulations.

6. Representations and Warranties; Covenants.

- (a) The Subscribing Participant hereby represents and warrants that:
 - (i) It is duly organized, validity existing, and in good standing under the laws of the United States, a state, district, territory, or possession of the United States, or the country of its organization;

- (iv) It has all requisite right, power, authority, corporate or otherwise, to become a party to this Agreement and perform the obligations of an Airline Participant or Airport Participant, as applicable, under this Agreement and the PFC Settlement Regulations;
- (v) Its execution, delivery, and performance of this Agreement and compliance with this Agreement and the PFC Settlement Regulations: (A) have been duly authorized by all necessary corporate actions on the part of the Subscribing Participant (none of which actions has been modified or rescinded, and all of which actions are in full force and effect); (B) will not contravene any applicable laws or regulations or any judgment, order or decree of any court or governmental agency to which the Airline Participant is party or by which it is bound; and (C) to the best of its knowledge will not contravene any other agreement to which it is party or by which it is bound, including, without limitation, any airport lease or use agreement or similar agreement pertaining to development, use or financing of airport facilities (an "Airport Facility Agreement"); and
- (iv) This Agreement constitutes the valid and binding obligation of the Subscribing Participant, enforceable in accordance with its terms.
- (b) The Clearing House hereby represents and warrants that (i) it is duly organized, validity existing, and in good standing under the laws of the State of Delaware; (ii) it has all requisite right, power and corporate authority to execute and deliver and perform its obligations under this Agreement and the PFC Settlement Regulations; (iii) its execution, delivery, and performance of this Agreement and compliance with this Agreement and the PFC Settlement Regulations have been duly authorized by all necessary corporate actions, none of which actions has been modified or rescinded, and all of which actions are in full force and effect and will not contravene any applicable laws or regulations or any judgment, order or decree of any court or governmental agency to which the Clearing House is party or by which it is bound; and (iv) this Agreement constitutes the valid and binding obligation of the Clearing House, enforceable in accordance with its terms.
- (c) If the Subscribing Participant is an Airline Participant it will be solely responsible for the accuracy and completeness of its PFC Remittance Reports, including all PFC remittance amounts and Permitted Deductions set forth in such Reports.
- (d) The Subscribing Participant acknowledges and agrees that (i) it will bear sole responsibility for its own compliance with applicable FAA regulations and other laws and regulations pertaining to PFCs; (ii) any dispute concerning any reported PFC remittance amount or concerning any Permitted Deduction must be resolved between the Subscribing Participant and the affected Airline Participant or Airport Authority, as applicable; (ii) the sole responsibility of the Clearing House and the Clearing Bank with respect to the amounts of PFC remittances and Permitted Deductions set forth in PFC Remittance Reports is accurately to incorporate such amounts in the corresponding PFC Settlement Reports; and (iii) neither the Clearing House nor the Clearing Bank will have any responsibility or obligation with respect to collection or payment of amounts owed by or to any PFC Settlement Participant, other than the obligation to withdraw funds from Airline Participants' Clearing Accounts and to remit funds to Airport Authorities as provided in paragraph 3(a)(v) of this Agreement.
- (e) If it is an Airline Participant, the Subscribing Participant (i) covenants and agrees that its PFC Remittance Reports will not, and as of the date of submission of each PFC Remittance Report it represents and warrants that such PFC Remittance Report does not, contain any information or data that would permit identification of any individual or disclosure of any other information or data, retention, transmission or loss or destruction of which is subject to regulation under the laws of any jurisdiction in which the Subscribing Participant operates; (ii) covenants and agrees that all PFC Remittance Reports and related information or data that it transmits to the Clearing House, the Clearing Bank or the PFC Settlements website, will be scanned prior to transmission, using current, commercially available, industry-recognized antivirus software of a type that detects and disinfects viruses automatically, without the need for the Subscribing Participant to conduct manual virus scanning; and (iii) covenants and agrees to update its antivirus software and to take other commercially reasonable steps, consistent with industry standards, to minimize risks of (A) unauthorized access to PFC Remittance Reports, PFC Settlement Reports or related information or data transmitted to or maintained by the Clearing House or the Clearing Bank, or (B) damage to, corruption of or interference with software, data or communications pertaining to PFC Settlements.

- (f) Insofar as the Clearing House delegates to the Clearing Bank functions specified in paragraph 3 of this Agreement, the Subscribing Participant will cooperate with the Clearing House and the Clearing Bank to cause such functions to be carried out in a coordinated, effective and timely manner. Subject to such cooperation by the Subscribing Participant, the Clearing House will perform and/or cause the Clearing Bank to perform the functions described in paragraph 3 with promptness, diligence and in a professional manner, in accordance with the practices and professional standards used by, and consistent with levels of performance achieved by, well-managed operations performing similar functions, as reflected in the service levels specified in the PFC Settlement Regulations.
- (g) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, PFC SETTLEMENTS AND THE RELATED FUNCTIONS OF THE CLEARING HOUSE AND THE CLEARING BANK UNDER THIS AGREEMENT AND THE PFC SETTLEMENT REGULATIONS ARE SUBJECT TO NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL IMPLIED WARRANTIES OR CONDITIONS (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR ANY PARTICULAR USE, MERCHANTABILITY OR NON-INFRINGEMENT) ARE HEREBY EXPRESSLY EXCLUDED. WITHOUT LIMITING THE FOREGOING, THE CLEARING HOUSE DOES NOT WARRANT THAT OPERATION OF THE PFC SETTLEMENT WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. THE SUBSCRIBING PARTICIPANT IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS THAT COULD BE CAUSED BY ANY INTERRUPTION OR MALFUNCTION AFFECTING THE PFC SETTLEMENT WEBSITE.
- (h) The liability of the Clearing House to the Subscribing Participant for any breach of this Agreement shall in no event exceed the aggregate amount of the fees received by the Clearing House from the Subscribing Participant under this Agreement during the twelve (12) months preceding the breach. In no event shall the Clearing House be liable to the Subscribing Participant, or shall the Subscribing Participant be liable to the Clearing House, or liable to any other PFC Settlement Participant, for any special, incidental, consequential, punitive or exemplary damages whatsoever (including, without limitation, damages for business interruption or other pecuniary loss), whether arising in contract or tort, arising out of or relating to this Agreement, the PFC Settlement Regulations, or any PFC Settlement, even if the party against which such damages might be asserted has been advised of the possibility of such damages.
- (i) Insofar as the Subscribing Participant and any other PFC Settlement Participant (other than any other PFC Settlement Participant that has identified the Subscribing Participant as a Designated Participant or has been so identified by the Subscribing Participant) are parties to any Airport Facility Agreement whose terms might be construed to require that PFCs be reported or remitted in a manner that is inconsistent with PFC Settlements, the Subscribing Participant (A) hereby waives such requirements and agrees that will be satisfied for all purposes by PFC reporting and remittance in compliance with this Agreement; and (B) covenants and agrees to cooperate with such other PFC Settlement Participant in assuring that any PFC auditing requirements of any such Airport Facility Agreement will be satisfied through use of the PFC Settlement Reports and related information provided under this Agreement.
- (j) The Clearing House agrees to use its commercially reasonable efforts to assist the Subscribing Participant and any other PFC Settlement Participant (other than any other PFC Settlement Participant that has identified the Subscribing Participant as a Designated Participant or has been so identified by the Subscribing Participant) in resolving any perceived or potential inconsistencies between (i) reporting and remitting PFCs through PFC Settlements and (ii) any requirements of any Airport Facility Agreements to which they are parties.
- (k) If the Subscribing Participant is an Airline Participant, the Clearing House agrees to assist it in explaining PFC Settlements to Airport Authorities that are not Airport Participants.

7. Term: Renewal: Termination.

- (a) Unless previously terminated, this Agreement shall remain in effect for an initial term expiring on the third anniversary of the Effective Date and thereafter shall be renewed automatically for successive terms of one (1) year each; provided, however, that (i) the Subscribing Participant may, by giving the Clearing House written notice of non-renewal not less than ninety (90) days prior to the expiration of the initial term or any renewal term, terminate this Agreement effective at the end of such term; and (ii) the Clearing House may, by giving written notice of non-renewal to the Subscribing Participant not less than ninety (90) days prior to the expiration of the initial term or any renewal term, terminate this Agreement effective at the end of such term.

8. Force Majeure.

- (a) Subject to paragraph 8(b) below, neither the Clearing House nor the Subscribing Participant shall be liable for any breach or delay in performance of its obligations under this Agreement if and to the extent that such breach or delay is directly caused by (i) fire, flood, earthquake or act of God; (ii) war, riot, rebellion, terrorism, civil disorder or revolution; (iii) epidemic or outbreak of disease; (iv) strikes, lockouts or other labor disputes; or (v) other causes similar to the above that are beyond the reasonable control of the party whose performance is affected (any such occurrence being hereinafter referred to as a "Force Majeure Event").
- (b) Upon the occurrence of a Force Majeure Event the non-performing party shall (i) immediately notify the other party of the occurrence of the Force Majeure Event, describing the circumstances in reasonable detail and giving an estimate of when performance will recommence; and (ii) use commercially reasonable efforts to perform or to recommence performing its obligations as soon as commercially reasonable.

9. Miscellaneous.

- (a) Entire Agreement. This Agreement, as supplemented by the PFC Settlement Regulations, constitutes the entire agreement between the Clearing House and the Subscribing Participant regarding PFC Settlements and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, pertaining to the subject matter hereof. In the event of any inconsistency between this Agreement and the PFC Settlement Regulations, the provisions of this Agreement shall govern.
- (b) Assignment. No party may assign, novate or otherwise transfer or dispose of any of its rights or obligations under this Agreement except to an affiliate of such party or to an entity that acquires all or substantially all of the business of such party, and in each case, such affiliate or entity executes an agreement setting forth its covenant and agreement to be bound by the provisions of this Agreement.
- (c) Severability. In the event that any of the provisions of this Agreement or the PFC Settlement Regulations, or the application thereof to any party or circumstances, shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement and the PFC Settlement Regulations, or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law.
- (d) Notices. All notices and other communications required or permitted to be given, served, or sent to the Subscribing Participant or to the Clearing House shall be given as provided in the PFC Settlement Regulations.
- (e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws.
- (f) Headings; CFR References. Headings contained in this Agreement are included for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning of any of the provisions hereof. Citations in this Agreement to definitions and other provisions of the FAA Regulations codified at 14 C.F.R. Part 158, except the reference in paragraph 9 (g) below, refer to the version of such Regulations in effect on March 1, 2016.
- (g) Compliance with FAA Regulations. Nothing contained in this Agreement shall be construed to relieve the Subscribing Participant of any of its obligations under any current or future FAA Regulations or other laws or regulations governing collection or remittance of PFCs, including without limitation the regulations now codified at 14 C.F.R. Part 158. The Subscribing Participant is responsible for its own compliance with all such laws and regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of Effective Date (as specified below).

Effective Date: _____

AIRLINES CLEARING HOUSE, INC.,
a Delaware corporation

By: _____

Lori J. Tully

Managing Director, Revenue Accounting and Sec-
retary Treasurer

SUBSCRIBING PARTICIPANT:

Name of entity

Type of Participant (check one):

☐ Airline Participant

☐ Airport Participant

By: _____

Signature

Name: _____

Title: _____

Until further notice as provided in the PFC Settlement Regulations, notices and other communications are to be addressed to:

Name: _____

Address: _____

E-mail: _____

Phone: _____

Fax: _____

PFC SETTLEMENTS CLEARING HOUSE FEE SCHEDULE

Fees as detailed below shall be payable to the Clearing House by each PFC Settlement Participant commencing the first month in which the PFC Settlement Participant reports and remits or receives PFCs through a PFC Settlement (such PFC Settlement Participant's "PFC Settlement Commencement Month").

In the event the PFC Settlement Participant is an Airport Authority, such fee shall be applicable to each Airport for which the Airport Authority is enrolling in PFC Settlements.

Monthly Fee	Effective Date
\$125	March 1, 2016

PFC Settlement Regulations

1. Objectives of PFC Settlements; Function of PFC Settlements Regulations; PFC Settlements Handbook

PFC Settlements managed under the auspices of Airlines Clearing House, Inc. (the “**Clearing House**”) offers a cost-effective, standardized and centralized process for reporting and remittance of approved passenger facility charges (as more fully defined in sub-paragraph 1.2.3 below, “**PFCs**”) payable by air carriers to airports throughout the United States. Air carriers and airports that have agreed to participate in PFC Settlements are parties to the Passenger Facility Charge Reporting and Remittance Agreement (as more fully defined in sub-paragraph 1.2.4 below the “**PFC Settlement Agreement**”). These PFC Settlement Regulations supplement and implement the PFC Settlement Agreement by addressing operational and technical matters in a manner that will permit prompt revision and updating. Background information and additional details concerning the PFC Settlements System are contained in the User Guide Section of the PFC Settlements Handbook available on the PFC Settlements Website.

1.1 Relationship to PFC Settlement Agreement

Nothing contained in these PFC Settlement Regulations may be construed to conflict with, or to alter the obligations of any party under, the PFC Settlement Agreement. In the event of any inconsistency between these PFC Settlement Regulations and the PFC Settlement Agreement, the terms of the PFC Settlement Agreement shall govern.

1.2 Definitions

As they are used in these PFC Settlement Regulations, the following terms have the meanings set forth below:

1.2.1 Amended MSA

The Clearing Bank Master Services Agreement, as amended from time to time, between Clearing House and Clearing Bank.

1.2.2 Final Settlement Reports Date

The date in which Settlement Reports, when downloaded from the PFC Settlements System, are considered final and the values contained within are used by the Clearing House when conducting the PFC Settlement. PFC Settlement Reports downloaded prior to the Final Settlement Date for a given Sales Period are considered preliminary.

1.2.3 PFC

A passenger facility charge imposed with the approval of the Federal Aviation Administration (the “FAA”), by a public agency on passengers enplaned at a commercial service airport it controls within the United States.

1.2.4 PFC Settlement Agreement

The PFC Passenger Facility Charge Reporting and Remittance Agreement between the Clearing House and each PFC Settlement Participant. A copy of the Agreement is contained in the PFC Settlements Handbook.

1.2.5 PFC Settlements Calendar

The calendar for PFC Settlements produced and published annually by the Clearing House. It contains deadline dates and times for each Sales Period.

1.2.6 PFC Settlements Participant Roster

As defined in Paragraph 2 below.

1.2.7 PFC Settlements Handbook

Contains a manual for the PFC Settlements System; the PFC Settlement Agreement and these Regulations; the application for opening a U.S. Bank account; a User Guide to the PFC Settlements System; and a link to the Code of Federal Regulations for PFCs.

1.2.8 PFC Settlements System

A web-based application that PFC Settlement Participants access for reporting of PFC remittances.

1.2.9 Sales Period

The period beginning on the first day of any calendar month, through and including the last day of the same month, for which PFC remittances, less permitted deductions, are required to be made by the last day of the following month (or, if applicable, the next succeeding business day) under C.F.R. § 158.51.

1.2.10 Secretary-Treasurer

The Secretary-Treasurer of the Clearing House.

1.2.11 SinglePoint

The Clearing Bank's online Treasury Management application.

1.2.12 System Closure

The scheduled date and time, as specified in the PFC Settlements Calendar, at which the PFC Settlements System will cease to be available to accept PFC Remittance Reports for a given Sales Period.

Other Defined Terms; Internal References. Capitalized terms used and not otherwise defined in these PFC Settlement Regulations have the same meanings as in the PFC Settlement Agreement. References to paragraphs of these PFC Settlement Regulations include their constituent subparagraphs. (For example, a reference to Paragraph 1 includes this sub-paragraph 1.2).

2. Participants in PFC Settlements: PFC Settlement Participant Roster

In conformity with Paragraph 3 (b)(v) of the PFC Settlement Agreement, the Clearing House maintains a listing (the "PFC Settlement Participant Roster") of all Airline Participants and Airport Participants that have become parties to the PFC Settlement Agreement. Additionally, it shall also include a listing of other Airports that are authorized to receive PFC remittances through PFC Settlements. The PFC Settlement Participant Roster is available for inspection on the PFC Settlements Website (www.pfcsettlement.com) maintained by the Clearing House.

The PFC Settlement Participant Roster includes for each PFC Settlement Participant:

Name and identification code of such PFC Settlement Participant (as described below), the current office address, e-mail address and phone number for the party to whom any notices to such PFC Settlement Participant should be directed.

Until and unless a PFC Settlement Participant requests otherwise, by written notice to the Clearing House, the notice/contact information for such PFC Settlement Participant, specified in the PFC Settlement Participant Roster, will be the information provided by the PFC Settlement Participant in its PFC Settlement Agreement.

Airports who have not chosen to become a PFC Settlement Participant will be listed in the PFC Settlement Participant Roster. Such listing will also contain the address at which PFC Remittance checks will be mailed. Addresses are those contained in the PFC Remittance Directory as provided by Airlines for America until notified otherwise by the respective Airport.

2.1 Identification Codes

Airports shall each be assigned a unique Identification Code consisting of 5 characters for use in the PFC Settlements System. Airline Participants' Identification Codes shall be their existing Designator and Accounting Codes.

3. Clearing Bank

The clearing and settlement function of each PFC Settlement is performed by U.S. Bank National Association, the "Clearing Bank". The maintenance of PFC Clearing Accounts and the clearing and settlement function performed by the Clearing Bank are under the

Ms. Angie Kramer
Vice President and Site Manager
Commercial Customer Service
U.S. Bank
5065 Wooster Pike
Cincinnati, OH 45226
Phone: 800-377-3053
E-Mail: angelad.kramer@usbank.com

Ms. Patti Saddler
Assistant Vice President and Team Lead
Commercial Customer Service
U.S. Bank
5065 Wooster Pike
Cincinnati, OH 45226
Phone: 800-377-3053
patti.m.saddler@usbank.com

PFC Settlements will be conducted on the Settlement Date for each month shown in the PFC Settlements Calendar. The Clearing Bank will debit the PFC Clearing Accounts of the Airline Participants that have net PFC remittance obligations and credit the PFC Clearing Accounts of the Airport Participants to which net PFC remittances are owed. Such net remittance amounts are shown in the applicable PFC Settlement Reports.

Amounts owed to Airport Authorities that have not chosen to become Airport Participants will be remitted by check, unless otherwise agreed among an Airport Authority, the Clearing House and the Clearing Bank. Any question regarding PFC remittance checks should be directed to:

Airlines Clearing House, Inc.
1275 Pennsylvania Ave. NW, Suite 1300
Washington, DC 20004
Phone: 202-626-4144
Email: ach@airlines.org

Each PFC remittance made by check will be accompanied by a check stub or other record identifying the Sales Period to which the remittance relates, listing the name and remittance amount for each Airline Participant for which a remittance is included in the total amount of the check.

PFC remittances for each month that are issued by check will be mailed via USPS first class mail, on the date specified in the PFC Settlements Calendar, to the Airport Authority at the address contained in the PFC Settlement Participant Roster.

4. PFC Remittance Reports

An Airline Participant's PFC Remittance Report for each Sales Period for which it has PFC activity will contain the aggregate amount of PFCs to be reported, net of Permitted Deductions, to each Airport Authority to which any payments will be due with respect to that period. PFC Remittance Reports for each Sales Period must be submitted no later than the System Closure Date and time shown for such Sales Period in the PFC Settlements Calendar. Detailed information concerning the data elements and format for PFC Remittance Reports is contained in the User Guide Section of the PFC Settlements Handbook.

If, for any Airport Authority, the Permitted Deductions that an Airline Participant would be authorized to report and recover for any Sales Period exceed the aggregate amount of PFCs to be reported and remitted to such Airport Authority for the same period, the Airline Participant may report only the portion of the Permitted Deductions that can be set off currently against PFCs (without prejudice to its right subsequently to report and recover the balance of such Permitted Deductions).

4.1 No Reported PFC Activity

In an Airline Participant that previously has submitted PFC Remittance Reports has not submitted a PFC Remittance Report for a Sales Period by 12:00 Noon, local time in New York City, on the System Closure Date for such Sales Period, the Clearing House will attempt to contact the Airline Participant to confirm that no PFC Remittance Report for such Sales Period will be forthcoming from the Airline Participant.

4.2 Changes after a Sales Period has Closed

Between the time that an Airline Participant submits a PFC Remittance Report for a Sales Period and the scheduled Settlement Date for such Sales Period, changes to such PFC Remittance Report can only be made by the Clearing House. An Airline Participant that wishes to make such a change must contact the Clearing House at 202-626-4144 or ach@airlines.org for assistance by no later than 12:00 Noon, local time in New York City, on the scheduled Settlement Date.

4.3 Quarterly Reporting

Commencing at such time as the Clearing House has notified all PFC Settlement Participants that quarterly reporting of PFCs is available through PFC Settlements, PFC Remittance Reports must contain, in addition to the other remittance amounts referred to in this Paragraph 5, for each Airport Authority, the total number of PFCs collected, the total dollar amount of PFCs collected, the total number of PFCs refunded, the total dollar amount of PFCs refunded and the total amount of collection compensation.

5. PFC Settlement Reports

For each Sales Period for which it has any reported PFC activity, each PFC Settlement Participant will receive a PFC Settlement Report containing (i) the applicable information summarized in Paragraph 5 (ii) any applicable PFC Settlements fees owed to the Clearing House; and (iii) the net amount owed to or owed by such PFC Settlement Participant for such Sales Period. The PFC Settlement Reports for each Sales Period will be made available on the Final Settlement Reports Date for such Sales Period, as specified in the PFC Settlements Calendar. Each PFC Settlement Participant will be able to access its PFC Settlement Report for any Sales Period on line through the PFC Settlements System for eleven (11) months following the Settlement Date for such Sales Period. Thereafter, a PFC Settlement Participant may, at any time within seven (7) years following the Settlement Date for a Sales Period, obtain its PFC Settlement Report for such Sales Period by sending a request to the Clearing House by email to ach@airlines.org.

5.1 Airport Participants

The PFC Settlement Report for each Airport Participant will contain the remittance amounts, net of Permitted Deductions, reported for the applicable Sales Period for such Airport Participant (and for each commercial service airport operated by an Airport participant that operates more than one such airport) by each Airline Participant.

6. PFC Settlements Calendar

The PFC Settlements Calendar specifies the deadline dates and times for the monthly PFC Settlements during each calendar year. The PFC Settlements Calendar for each year is issued by November 1st of the preceding year and is available on the PFC Settlements Website and in the Overview Section of the PFC Settlements Handbook (also available on the PFC Settlements Website).

7. Settlement Timing

Settlements for PFC remittances are conducted monthly on the Settlement Date shown in the PFC Settlements Calendar and will occur no later than 5:00 p.m., local time in New York City.

7.1 Notification of Amounts Due

Clearing House shall send notification of amounts due to each PFC Settlement Participant in which the PFC Settlement Participant has activity for the applicable Sales Period. Such notification shall be sent via e-mail to the representative(s) of each PFC Settlement Participant who is designated under Paragraph 14 of these PFC Settlement Regulations to receive notices.

PFC Settlement Participants may notify the Clearing House at ach@airlines.org of any changes to its designated representative(s).

7.2 Creditors

No later than 5:00 p.m. local time in New York City, on each Settlement Date, the Clearing Bank will credit the PFC Clearing Account of each Airport Participant with the aggregate PFC remittance amount shown on the Airport Participant's PFC Settlement Report for the related Sales Period.

7.3 Debtors

Each Airline Participant whose PFC Settlement Report for a Sales Period shows that it owes a net remittance amount must ensure that funds at least sufficient to pay that amount, are available in its PFC Clearing Account by no later than 2:00 p.m. local time in New York City on the Settlement Date for such Sales Period specified in the PFC Settlements Calendar.

7.4 Debtors Funds Not Made Available

In the event funds are not available from a debtor, a Delinquent PFC Settlement Participant, by the date and time specified in the PFC Settlements Calendar, all transactions for that Sales Period, involving such Delinquent PFC Settlement Participant, shall be excluded from the PFC Settlement.

Clearing House shall notify all affected PFC Settlement Participants of such exclusion.

Settlement Reports shall be revised to exclude all amounts due or from such Delinquent PFC Settlement Participant.

7.5 Debtor Funds Made Available After Deadline

If the debtor makes funds available to satisfy all amounts due, including applicable penalties as specified in Paragraph 7.8, on or before 12:00 noon, local time in New York City, on the next business day following the scheduled PFC Settlement Date and so notifies the Clearing House, the Clearing House shall arrange for the Clearing Bank to conduct an unscheduled Supplemental Settlement to settle such remittance obligations.

Clearing House shall notify all affected PFC Settlement Participants of such Supplemental Settlement.

Settlement Reports shall be revised to include all amounts due or from such previously Delinquent PFC Settlement Participant.

7.6 Debtor Funds Not Made Available Before 12:00 Noon Next Business Day

If the Delinquent PFC Settlement Participant has not made sufficient funds available and so notified the Clearing House, by 12:00

7.7 Delinquent PFC Settlement Participants

If a PFC Settlement Participant becomes a Delinquent PFC Settlement Participant more than twice within a period of twelve (12) consecutive months, such PFC Settlement Participant shall automatically cease to be eligible to participate in further PFC Settlements.

7.8 Penalties

A penalty in the amount of \$2,500 shall be assessed to a Delinquent PFC Settlement Participant in the event a Supplemental Settlement has been processed on their behalf. Such penalty shall be deducted from the PFC Clearing Account of the Delinquent PFC Settlement Participant by the Clearing Bank and paid to the Clearing House.

8. Fees Payable to the Clearing House

The fees payable to the Clearing House by PFC Settlement Participants are governed by Paragraph 4 of the PFC Settlement Agreement. As of March 2, 2016 the fee schedule is as follows:

PFC SETTLEMENTS CLEARING HOUSE FEE SCHEDULE

Fees as detailed below shall be payable to the Clearing House by each PFC Settlement Participant commencing the first month in which the PFC Settlement Participant reports and remits or receives PFCs through a PFC Settlement (such PFC Settlement Participant's "PFC Settlement Commencement Month"); provided, however, that for any PFC Settlement Participant that begins reporting and remitting, or receiving remittances of, PFCs through PFC Settlements prior to January 1, 2017, the fees that otherwise would be payable shall be waived for the PFC Settlement Commencement Month and the next five months thereafter (a total of six (6) months).

Monthly Fee	Effective Date
\$125	March 1, 2016

9. PFC Settlement Advisory Board

As provided in the PFC Settlement Agreement, the PFC Advisory Board will meet at least semi-annually (a) to evaluate the functioning of PFC Settlements as a cost-effective, centralized process for reporting and remitting PFCs; (b) to consult with the Clearing House (and with the Clearing Bank, as appropriate) on operational and cost issues (including proposed changes in PFC settlement fees) and any proposed enhancements; and (c) to consider any proposed amendment of the PFC Settlement Regulations proposed by an Advisory Board Member.

9.1 Composition of the Advisory Board

The Advisory Board will initially consist of five representatives elected by Airline Participants, and the Secretary-Treasurer of the Clearing House. The number of seats on the Advisory Board will increase as and when Airport Authorities become Airport Participants. For every five (5) Airport Authorities that become Airport Participants, up to a maximum of twenty-five (25) Airport Participants, Airport Participants will be entitled to choose one Advisory Board Representative, so that after there are twenty-five (25) Airport Participants the Advisory Board will be comprised of the Secretary-Treasurer of the Clearing House, five (5) representatives chosen by Airline Participants and five (5) representatives chosen by Airport Participants. No Airline Participant or Airport Participant or group of affiliated Airline Participants or Airport Participants will be permitted to have more than one representative on the Advisory Board.

9.2 Advisory Board Rules

Rules governing election of the Advisory Board Members, Officers, the meetings and conduct at such Advisory Board meetings will be set out in by-laws (the "Advisory Board By-Laws") developed by the Clearing House and subject to approval by the Advisory Board at its first meeting.

9.3 Advisory Board By-Laws

The Advisory Board By-Laws will be subject to amendment by two-thirds (2/3) vote of the Members of the Advisory Board, with the approval of the Board of Directors of the Clearing House. The Advisory Board By-Laws, together with a listing of the members of the Advisory Board will be made available to PFC Settlement Participants on the PFC Settlement website or as otherwise provided in the PFC Settlement Regulations.

9.4 First Meeting of the Advisory Board

No later than June 30, 2017 the Clearing House will organize and convene the first meeting of the Advisory Board.

9.5 PFC Settlement Advisory Board By-Laws Effective as of June 1st, 2017

The approved by-laws are as follows:

ARTICLE I: Duties of the Advisory Board

1. The Advisory Board has been established pursuant to the Passenger Facility Charge Reporting and Remittance Agreement and is subject to that Agreement.
2. The Advisory Board shall evaluate the functioning of PFC Settlements as a cost-effective, centralized process for reporting and remitting PFCs.
3. The Advisory Board shall consult with the Clearing House on operational and cost issues, including proposed changes in PFC Settlement fees and any proposed enhancements.
4. The Advisory Board shall consider any proposed amendment to the PFC Settlement Regulations proposed by an Advisory Board Member.
5. The role of the Advisory Board shall be solely advisory in nature. In no event shall the Advisory Board have any authority to exercise any control over the daily management or operations of PFC Settlements.

ARTICLE II: Membership

1. The Advisory Board will consist of:
 - a. Five (5) representatives chosen by Airline Participants, and
 - b. The number of seats on the Advisory Board will increase, as and when Airport Authorities become Airport Participants. For every five (5) Airport Authorities that become Airport Participants, up to a maximum of twenty-five (25) Airport Participants, Airport Participants will be entitled to choose one Advisory Board representative, and
 - c. The Secretary-Treasurer of the Airlines Clearing House, Inc. ("Secretary") will serve as an Adjunct Member.
2. The maximum number of Members on the Advisory Board shall be eleven (11), comprised of five (5) representatives from Airline Participants; five (5) representatives from Airport Participants; and the Secretary.
3. No Airline or Airport Participant or group of affiliated Airline Participants or Airport Participants shall be permitted to have more than one representative on the Advisory Board.
4. Any Member may resign at any time from the Advisory Board upon written notice to the Secretary.
5. Any Member representative may be removed from the Advisory Board for failure to attend two consecutive meetings. Such removal shall be at the sole discretion of the Clearing House Board of Directors.
6. If a membership position shall become vacant for any reason, the Clearing House Board of Directors may appoint an individual to fill such vacancy for the duration of such unexpired term, provided that a vacancy from an Airline Participant is filled with an Airline Participant and a vacancy from an Airport Participant is filled with an Airport Participant.

ARTICLE III: Election of Members

1. Election of the Advisory Board Members shall be conducted via mail vote or e-mail vote once every two years beginning in 2017.
2. For each election year, the Secretary shall send a ballot to the specified contact for each PFC Settlement Participant. Each PFC Settlement Participant may designate a candidate for election to the Advisory Board.
3. In the event there are more candidates for Airline or Airport Advisory Board Members than there are positions available for Airline or Airport Advisory Board Members, a vote shall be conducted. Airline Members shall vote for Airline Members and Airport Members shall vote for Airport Members. The candidate securing the greatest number of votes shall fill the position

9.5 PFC Settlement Advisory Board By-Laws (Con't)

ARTICLE IV: Term of Advisory Board

1. Subject to the provisions related to the resignation and removal of a Member, Members of the Advisory Board shall be appointed to two-year terms.
2. There are no limits to the number of consecutive terms a Member of the Advisory Board may serve.

ARTICLE IV: Meetings

1. Meetings of the Advisory Board shall be held semi-annually.
2. Notice of Advisory Board Meetings shall be delivered, via e-mail, to Advisory Board Members at least 30 days prior to such meeting.
3. Meetings may be held face-to-face or via conference call.
4. The Secretary shall serve as the Chairperson until such time that the Advisory Board elects a Chairperson from the then active Advisory Board Members.
5. The Secretary shall record and distribute the minutes of each Advisory Board Meeting.
6. A Member of the Advisory Board may not elect a proxy to represent such Member during any Advisory Board Meeting.
7. Members of the Advisory Board shall not receive compensation or reimbursement for travel or other related expenses for participation on the Advisory Board.
8. A quorum for any meeting of the Advisory Board shall consist of the Secretary and a majority of the current Advisory Board Members at such Meeting.
9. Any action requiring a vote shall be considered approved if agreed to by two-thirds (2/3) of the Advisory Board Members.

ARTICLE IV: Amendments of By-Laws

1. These By-Laws are subject to the approval by the Advisory Board at its first meeting.
2. These By-Laws may be amended by two-thirds (2/3) vote of the Members of the Advisory Board, with the approval of the Board of Directors of the Clearing House.

10. Amendment of PFC Settlements Regulations

Except as otherwise provided in this Paragraph 10, these PFC Settlement Regulations may be amended by vote of not less than two thirds of the members of the Advisory Board. No amendment approved by the Advisory Board shall take effect prior to three (3) months after all PFC Settlement Participants have been given notice of the amendment, including its effective date.

Paragraphs 1 and 2 of these PFC Settlement Regulations may be amended only to conform to amendments of the corresponding provisions of the PFC Settlement Agreement.

Paragraph 7 of these PFC Settlement Regulations may be amended only by the Clearing House after consultation with the Advisory Board. No amendment adopted by the Clearing House shall take effect prior to three (3) months after all PFC Settlement Participants have been given notice of the amendment, including its effective date.

11. Service Levels

Under the Amended MSA the Clearing Bank has agreed to the following standards for service availability:

SinglePoint shall be available, on a rolling annual average, at no less than 97% of all time to PFC Settlement Participants
[and]

The claims and reporting database shall be available, on a rolling annual average, at no less than 98% of all time to PFC Settlement Participants

The Clearing Bank also has agreed that –

The [Clearing] Bank and the Clearing House shall create and maintain a report card to measure the performance of the [Clearing] Bank in achieving the [levels of service specified above].
[and]

In the event the [Clearing] Bank has failed to meet the minimum levels of service [specified above], and has been notified in writing by Clearing House of such failure, the [Clearing] Bank shall have thirty (30) days to respond to Clearing House with a plan of action to correct the deficiency and comply with the minimum levels of service. Upon a failure to respond or other occurrence of the same deficiency within six (6) months, Clearing House may assess the [Clearing] Bank a monthly penalty equal to 10% of the then-applicable monthly service fee until such deficiency is adequately remedied.

The Clearing Bank also has agreed that its services under the Amended MSA are for the benefit of both the Clearing House and PFC Settlement Participants (among other parties settling accounts through the Clearing House). Accordingly, the Clearing House will make available to the Advisory Board the Clearing Bank report card information germane to PFC Settlements. In the event that such report card information indicates, or the Clearing House or a PFC Settlement Participant otherwise determines, that the Clearing Bank has failed to maintain the service levels required under the Amended MSA, the Clearing House will consult with the Advisory Board concerning reporting to the Clearing Bank, review of any corrective plan proposed by the Clearing Bank, assessment of any penalty, and sharing of the benefit of any assessed penalties (recognizing that any service failure by the Clearing Bank will affect not only PFC Settlement Participants but also other parties settling accounts through the Clearing House).

12. Disaster Recovery: Business Continuity

Purpose

The purpose of this section is to outline the Clearing House response to potential disruptions that could adversely impact our operations, particularly the processing of settlements through the Clearing Bank and our system provider partner. The aim is to ensure the uninterrupted performance of essential business processes and maintain the delivery of services to our customers.

Scope

This plan considers a broad spectrum of potential events, including but not limited to natural disasters, technological failures, human errors, and cyber-attacks, which may severely impede our ability to continue processing net settlements.

Roles and Responsibilities

ACH is committed to developing and maintaining this business continuity plan. The Clearing House will coordinate with the Clearing Bank, our system provider partner, and any other necessary entities and communicate outages to PFC Settlement customers as warranted by the circumstances. Activation of the disaster recovery plan is the responsibility of the Secretary-Treasurer of Airlines Clearing House or their designee.

Plan Activation

Upon identification of a disruption that interferes with our settlement processing capabilities we will consult with the Clearing Bank and our system provider partner to assess the scope of the disruption and determine the appropriate response based on the business impact.

In the event a disruption affects the Clearing Bank but not our system provider partner, the Clearing Bank's business continuity plan and disaster recovery plan takes precedence.

In the event a disruption affects our system provider partner but not the Clearing Bank, the provider partner's business continuity plan and disaster recovery plan takes precedence.

Recovery Strategy

Our recovery strategy incorporates a thorough disaster recovery plan to switch to backup and/or hot site systems in alternate locations to provide full functioning of Clearing Bank services and processes within three (3) hours of switchover.

The Clearing Bank disaster recovery plan includes switching operations to another office location, transition main operations center to a separate back-up location in the same region, or transition main operations center to a location in another region. The system provider partner maintains a hot site system on the west coast of the U.S. to complement our production environment on the east coast of the U.S.

Annual Drills

To ensure our preparedness, the Clearing House will conduct annual drills to test and improve our disaster recovery and business continuity plan. These drills will simulate various disruptions and allow all relevant staff to practice their roles within the plan. Lessons learned from these drills will be utilized to continually refine our approach.

Communication Plan

The Clearing House will manage communications during and after a disruption. This includes providing switchover notification and periodic updates to staff, customers, and partners based on the level of impact to the stakeholder. Communication will be clear, timely, and reliable, keeping all parties informed about the situation and our response.

Plan Maintenance

The Clearing House is committed to regular reviews and updates of the disaster recovery and business continuity plan to ensure its ongoing effectiveness. This includes adapting the plan to changes in our operations, technology, and the external environment.

Relevant External Plans

The Clearing Bank business continuity plan is located here:

https://onlineinvesting.usbank.com/PDF/USBI%20Business%20Continuity%20Stmt_NASD3210.pdf

The system provider partner information security and compliance policy is located here:

<https://www.atpco.net/legal/compliance>.

13. Data Security; Access; Confidentiality

For its own protection and the protection of other PFC Settlement Participants and the Clearing House and the Clearing Bank, each PFC Settlement Participant will comply with the data security, access and confidentiality requirements promulgated from time to time by the Clearing Bank as part of its standard terms and conditions for business customers. Each PFC Settlement Participant will comply with such requirements as a "Customer" of the Clearing Bank. When the Clearing House receives notice of any change in such requirements made by the Clearing Bank, the Clearing House will promptly provide notice of such change to any PFC Settlement Participant that may not have received notice directly from the Clearing Bank. As of the effective date of the PFC Settlement Agreement, the Clearing Bank's data security, access and confidentiality requirements for business customers include the following provisions. Changes in such requirements will be reflected in amendments to this Paragraph 13.

Security. Customer agrees to use the Internet Services in accordance with the security procedures established by [Clearing] Bank. Without limiting the foregoing, Customer shall at all times use a Web browser that supports the level of encryption used by [Clearing] Bank as part of its security procedures. Due to emerging technologies and ensuing changes in security practices, [Clearing] Bank reserves the right to supplement or change its security procedures from time to time upon reasonable notice to Customer. Customer acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Agreement, in matters of security, reasonable notice may be less than a day's notice or even, in some cases, notice after the fact. [Clearing] Bank reserves the right to reject any transaction or service request that is not made in accordance with its security procedures. Customer shall designate one or more System Administrator(s). The System Administrator shall be responsible for setting up Internet Services and for establishing internal security procedures related to such Internet Services, including, without limitation, accepting delivery of software, system-wide configuration of [Clearing] Bank accounts, establishing authority levels, establishing authorization requirements, and distributing and re-setting IDs, passwords and other internal security devices related to the Internet Services. Customer's designation of the System Administrator may be amended or revoked from time to time upon notice to [Clearing] Bank. [Clearing] Bank shall have a reasonable time to act on any such notice.

Other Customer Responsibilities.

- a. **Equipment and Software.** Customer is responsible for obtaining (from [Clearing] Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers and modems), software, Web browsers, Internet access and communications services necessary to access and use the [Clearing Bank's] Internet Services .
- b. **Use of Internet Services.** Customer shall use its access to [Clearing Bank's] Internet Services and Web sites operated by or on behalf of [Clearing] Bank only to conduct its business through or with [Clearing] Bank and agrees to limit access to those Agents who require access to [Clearing Bank's] Internet Services.
- c. **Antivirus Protection.** Customer agrees to run antivirus software before transmitting data to or through any [Clearing Bank] Web site. Customer may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for the Customer to execute virus scanning for each file manually. Customer shall update its antivirus software on a regular basis and in no event less often than once every week.
- d. **Anti-malware Protection.** [Clearing] Bank may offer complimentary anti-malware software for use with certain Services that is designed to detect, deter or destroy different types of malware. Failure to install anti-malware software offered by [Clearing] Bank could substantially increase the likelihood of fraud and other losses. If Customer fails to install software offered by [Clearing] Bank, Customer agrees it will be precluded from asserting claims against [Clearing] Bank for any losses caused by malware which such software would have detected, deterred or destroyed. [Clearing] Bank will not be required to re-credit Customer's account or otherwise have any liability for such losses.
- e. **Network Security.** Customer agrees to install and utilize current industry-standard network security for its information technology systems that access [Clearing Bank's] Services via the Web. Network security protection includes, but is not limited to, firewalls and intrusion detection systems. For certain Services, [Clearing] Bank may require Customer maintain specific network security protection in order to access the Services.

Access. Customer shall be solely responsible for designating individuals authorized to access Services. Access to Services will be controlled through the use of user IDs, personal identification numbers, passwords, digital certificates/signatures, private keys or other security devices ("Codes"). Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use one or more of the Services. Codes that are assigned to individual Authorized Users shall not be shared with any other person, including other Authorized Users and Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service. Customer assumes all risk of accidental disclosure or inadvertent use of any Codes by any party, whether such disclosure or use is on account of Customer's negligent or deliberate acts or otherwise. If Customer or its Agents has reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer) or if Customer believes its network or computer systems have been compromised or its computers infected, Customer shall immediately notify [Clearing] Bank by telephone and confirm such verbal notification in writing to [Clearing] Bank within 24 hours. [Clearing] Bank will replace the security procedures and/or Codes in accordance with [Clearing] Bank's procedures. Customer shall be solely responsible for funds transfer instructions and other communications or transactions initiated before [Clearing] Bank received Customer's notice and had a reasonable time to act on such notice. Customer agrees to defend and indemnify [Clearing] Bank against any claims, losses, damages, costs, expenses, fines and other liabilities arising out of Customer's failure to maintain the security and confidentiality of the Codes or arising out of the unlawful use of any website or portal by Customer or any person who obtains access to a website or portal using the Codes.

Confidentiality. Customer and [Clearing] Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties that comes into its possession in connection with any of the [Clearing Bank's] Services will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services or as required by applicable law. [Clearing] Bank shall maintain physical, electronic, and procedural safeguards to keep Customer's confidential information secure. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Clearing Bank Service.

14. Notices

Any notice or other communication that may be or is required to be given to any PFC Settlement Participant or to the Clearing House pursuant to the PFC Settlement Agreement or these PFC Settlement Regulations shall be in writing and shall, unless otherwise specified in these PFC Settlement Regulations, be transmitted by e-mail or hand delivery (including delivery by courier), addressed as follows:

If to a PFC Settlement Participant: to the party and e-mail address, office address or fax number for such PFC Settlement Participant specified in the PFC Settlement Participant Roster; and

If to the Clearing House: to –

Secretary-Treasurer

Airlines Clearing House, Inc.

1275 Pennsylvania Avenue NW, Suite 1300

Washington, DC 20004

E-mail: ACH@airlines.org

Telephone: 202-626-4144

Any notice or other communication that is transmitted as described above will be deemed to have been given and received at such time as it is delivered to the addressee, with a delivery receipt (including an e-mail delivery receipt) or fax confirmation receipt being deemed conclusive (but not exclusive) evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation.

PFC User Guide

PFC Settlements System User Guide

An up to date PFC Settlements System User Guide is also available at PFCSettlement.com.

Note: The amounts and companies contained within the screenshots of this System User Guide are for illustrative purposes only.

Logging in

A pages collects and authenticates each user's login credentials.

Sign-in to SMART at: <https://smart.airlinesclearinghouse.com>

Passwords:

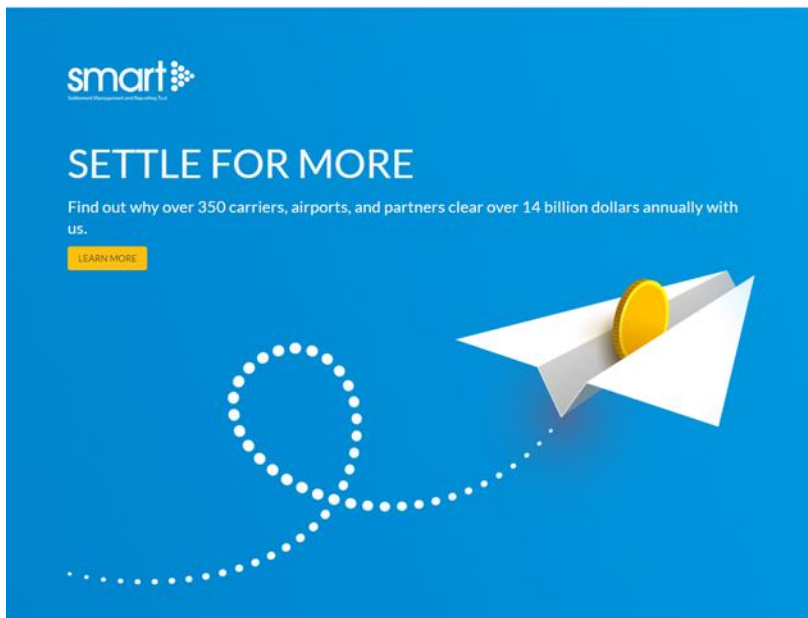
Passwords must be a minimum of eight (8) characters in length:

- Must have both upper and lower case letters
- Must have at least one numeric character
- Must have at least one special character from below set

= + - ^ \$ * . [] { } () ? " ! @ # % & / \ , > < ' : ; | _ ~ `

Passwords are case sensitive.

Note: You are required to change your password every 90 days.



Sign in to your account

Username *

Password *

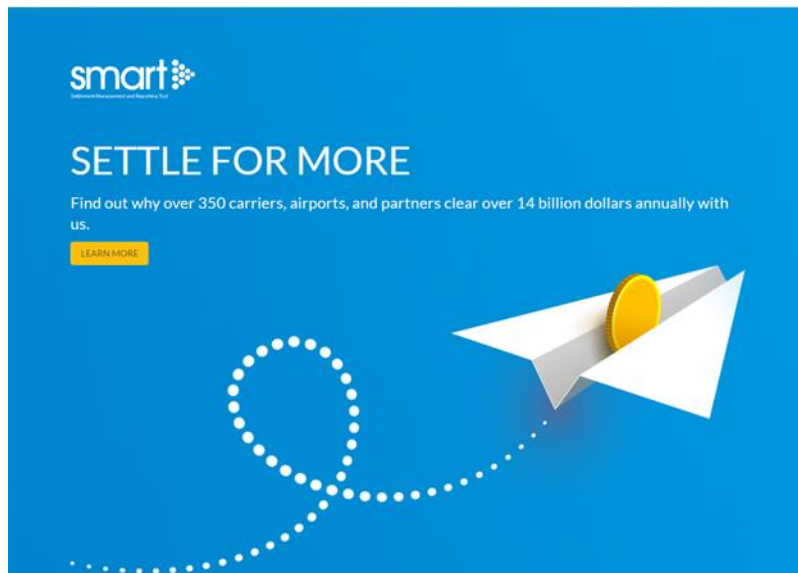
Forgot your password? [Reset password](#)

SIGN IN

Enter your Username and temporary password on the Sign In page and click SIGN IN.

Logging in (cont.)

Enter a new password and click **CHANGE**.



Change Password

New password

[Back to Sign In](#) [CHANGE](#)

Note 1: Your session in SMART will expire and automatically log you out if you have not provided any input for 30 minutes. Additionally, should you select the "F5" key to refresh, the system will log you out and you must log back in.

Note 2: You will be required to accept the ACH Privacy Policy before proceeding.

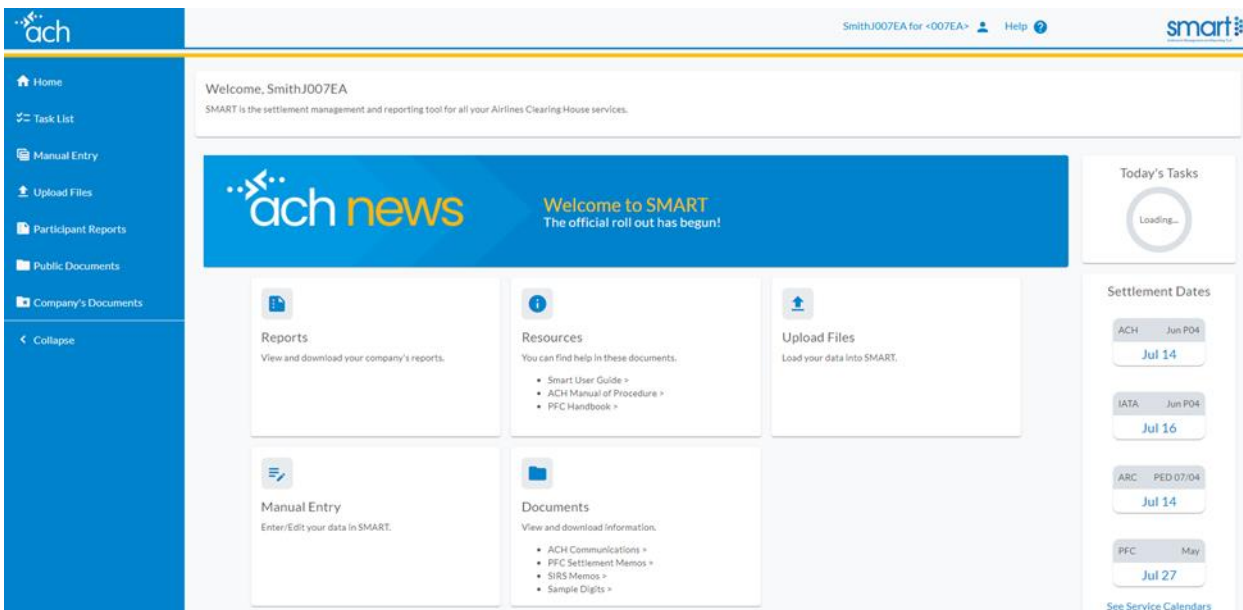
The Home page will be displayed when your sign-in information has been validated.

Home Page

Navigation Bar

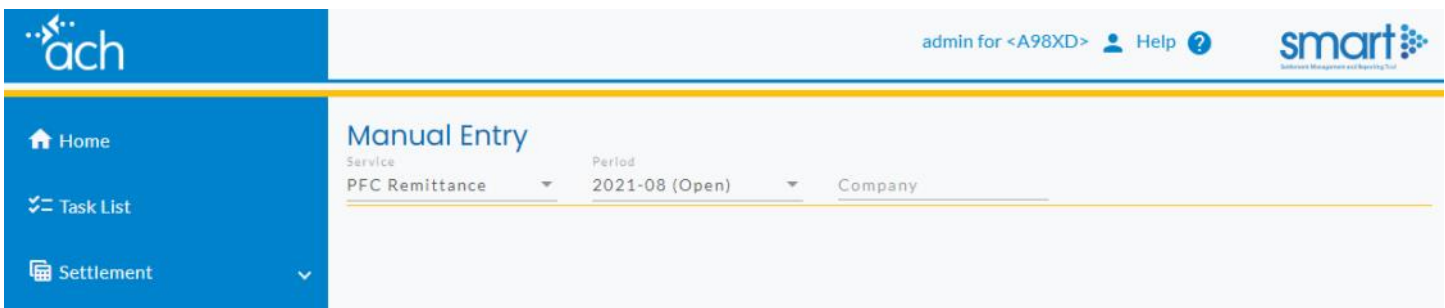
The Navigation Bar appears on the left side of the screen.

Click an ICON in the Navigation Bar, or one of the links in the Home Page Navigation Cards to take an action.



Manual Entry

Select Manual Entry to enter or delete amounts. Select "PFC Remittance", period and your company from the dropdown lists.



Enter Amounts

It is highly recommended when manually entering amounts that you use the “tab” key and not the “cursor” when moving from field to field. Additionally, when entering a negative amount, the negative sign is placed at the end of the amount.

To add an amount, if needed, select Add Row and select the company to enter the amount from the dropdown list. The system will display the source of the amount (manual or file upload). You may include a comment. Continue to add rows for each additional amount you want to enter. You may enter multiple amounts for the same company. The system will sum multiple amounts for a company and will only display the summed amount on your settlement report.

Hint: To quickly locate a company, type in the company name or code in the Company field.

Delete Amounts

Users are permitted to delete amounts their company has either manually entered or uploaded through the file upload process, provided the period is still open. If an adjustment is required after the close of the current period, contact Airlines Clearing House at ACH@Airlines.org or 202-626-4142 for assistance.

To delete an amount, click the trashcan and save.

Upload Files

Select Upload Files to upload a file for either PFC Remittance or PFC Reporting. Select the applicable file type, service type and period from the dropdown lists.

The screenshot shows the 'Upload File' page in the SMART system. On the left is a blue sidebar with the 'ach' logo and a navigation menu: Home, Task List, Manual Entry, Upload Files (highlighted), Participant Reports, Public Documents, Company's Documents, and a Collapse button. The main content area has a header with the 'ach' logo, the user 'SmithJ007EA for <007EA>', a Help icon, and the 'smart' logo. Below the header, the title 'Upload File' is followed by three dropdown menus: 'Type', 'Service Type', and 'Period'. The main area below these menus is empty.

See more about file formats and validations in PFC Settlements and PFC Quarterly Reporting below.

Participant Reports

Select Participant Reports to download settlement or PFC quarterly and annual reports. Select the applicable service type, period, your company and download type (.pdf and .csv when applicable) from the dropdown lists.

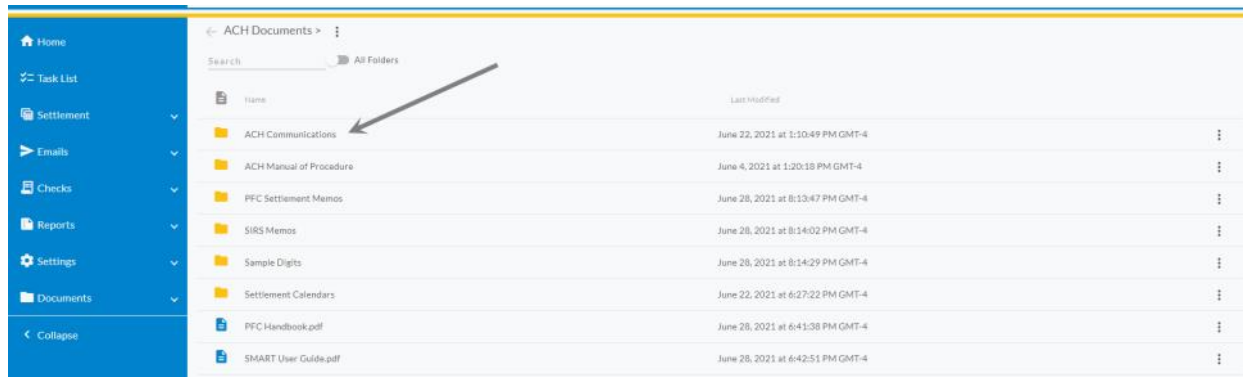
See more about [Participant Reports](#) below.


The screenshot shows the 'Participant Reports' page in the SMART system. The layout is identical to the 'Upload File' page, with the same sidebar and header. The title 'Participant Reports' is followed by four dropdown menus: 'Service Type', 'Period', 'Company', and 'Download Type'. Below these menus is a grey 'DOWNLOAD' button. The main area below the button is empty.

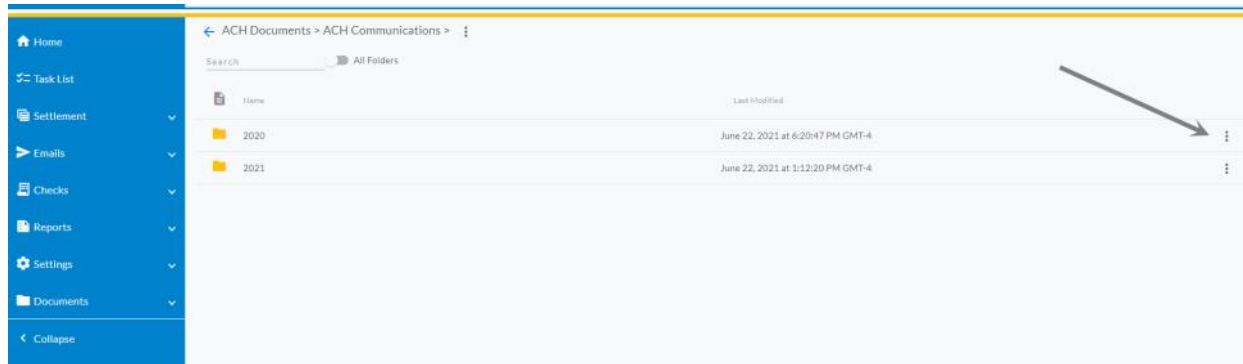
Note: Should you require historical reports that are not available in SMART, contact Airlines Clearing House at ACH@Airlines.org or 202-626-4143 for assistance.

Public Documents

Select Public Documents to access the library of current and historical ACH Documents. Click on a folder ICON to see additional files in that folder.



Once you have drilled down to a desired document, select the kabob  to display the pop-up window and select either preview or download to view the document.



Company's Documents

This is not currently in use.

Today's Tasks

Provides a reminder of actions to be taken and the due date. As an example, if your company participates in PFC Settlements and have not yet submitted a PFC remittance file, the Task List will display a reminder with the due date. As an alternative to using the Navigation Bar you can select the task from the task list to complete it.

Settlement Dates

Provides you with a quick glance of the dates for upcoming settlements.

PFC Remittance Files

As an alternative to manually entering amounts, you may upload a file for an open period. You may not upload a file or enter amounts for a period that has not yet opened or has already closed.

Previously loaded files, in an open period, may be replaced/overlayed by uploading a new file.

In the event the period is closed, and a replacement file is needed, contact Airlines Clearing House at ACH@Airlines.org or 202-626-4143 for assistance.

A reminder email will be sent to you if the deadline for submission is approaching and you have not yet entered or uploaded PFC remittance amounts.

Files are created in standard .CSV or.txt formats using the specifications below. Do not use CSV UTF-8 format. Files do not contain header or trailer records, only detail rows.

Note: Unless permitted otherwise, only positive amounts may be included (where the airline is remitting a payment to the airport).

PFC Remittance File Upload Specifications	
Field	Description
First Field	Paying from Participant's ID. The first three characters of a Participant ID is the accounting code. The last two characters are the designator code.
Second Field	The Participant's ID of the airport for which PFCs are being remitted to. The first three characters of the Participant's ID is the airport code. The last two characters are always "XF".
Third Field	Always "PFC".
Fourth Field	Sales Period in YYMMPP format (year, month, period). At this time, PP (period)
Fifth Field	Always "USD".
Sixth Field	The remittance amount. Do not include "\$" or ",".
Example:	027AS,FAIXF,PFC,160301,USD,12621.08 027AS,DHNXF,PFC,160301,USD,7570.19 027AS,KTNXF,PFC,160301,USD,20748.86 027AS,MSLXF,PFC,160301,USD,6625.98 027AS,MOBXF,PFC,160301,USD,65221.69 027AS,KTNXF,PFC,160301,USD,76756.25

Note: Upload files do not have a standard naming convention. Name your upload file according to your own specifications.

PFC Quarterly Reporting Process

Participating Airlines upload their own quarterly reporting files into SMART.

SMART supports various file formats and both monthly and quarterly submissions. Each PFC Quarterly Reporting Airline must notify [ACH](#) of its chosen upload submission frequency (monthly or quarterly) and format (A, B, C or D) prior to go-live or before changing either the existing frequency or format.

The formats supported are:

- Format A: Seven column (standard)
- Format B: Nine column (enhanced to include transaction counts)
- Format C: Seven column including beginning and ending balances
- Format D: Nine column including beginning and ending balances

You will be notified via a system generated email if the PFC Quarterly Reporting Deadline is approaching and your files have not yet been uploaded.

PFC Quarterly Reporting File Layouts

Note: All file examples are for illustration only.

Format A: Seven Column (standard)			
Field	Field Name	Format	Description
1	Reporting Airline	AAADD	Airline submitting report of PFCs remitted <i>AAA = 3-character Accounting Code DD = 2-character Designator Code</i>
2	Receiving Airport	ZZZ	Airport that received PFC payment <i>ZZZ = 3-character Airport Code</i>
3	Reporting Month	MMYYYY	Sales month for which the PFC details are reported <i>MM = month YYYY = year</i>
4	PFC Revenue Collected	NNNN.NN	Dollar amount of PFCs collected <i>May have 2 decimals preceded by a period (.)</i>
5	PFC Revenue Refunded	NNNN.NN	Dollar amount of PFCs refunded <i>May have 2 decimals preceded by a period (.)</i>
6	Collection Compensation Withheld	NNNN.NN	Dollar amount of compensation withheld by reporting airline <i>May have 2 decimals preceded by a period (.)</i>
7	Net PFC Remittance Amount	NNNN.NN -NNNN.NN	Net amount of the remittance reported <i>May be preceded by a negative sign (-) if a negative amount May have 2 decimals preceded by a period (.)</i>

Format A File Example:

```
016UA,ABE,022017,10514.29,985.5,257.07,9271.72
016UA,ABI,022017,18,4.5,0.44,13.06
```

Format B: Nine Column (includes transaction counts)			
Field	Field Name	Format	Description
1	Reporting Airline	AAADD	Airline submitting report of PFCs remitted <i>AAA = 3-character Accounting Code</i> <i>DD = 2-character Designator Code</i>
2	Receiving Airport	ZZZ	Airport that received PFC payment <i>ZZZ = 3-character Airport Code</i>
3	Reporting Month	MMYYYY	Sales month for which the PFC details are reported <i>MM = month</i> <i>YYYY = year</i>
4	PFC Revenue Collected	NNNN.NN	Dollar amount of PFCs collected <i>May have 2 decimals preceded by a period (.)</i>
5	Number of PFCs Collected	NNNN	Quantity of PFCs collected
6	PFC Revenue Refunded	NNNN.NN	Dollar amount of PFCs refunded
7	Number of PFCs Refunded	NNNN	Quantity of PFCs refunded <i>Whole numbers only</i>
8	Collection Compensation	NNNN.NN	Dollar amount of compensation withheld by reporting Airline <i>May have 2 decimals preceded by a period (.)</i>
9	Net PFC Remittance Amount	NNNN.NN -NNNN.NN	Net amount of the remittance reported <i>May be preceded by a negative sign (-) if a negative amount</i> <i>May have 2 decimals preceded by a period (.)</i>

Format B File Example:

027AS,ABQ,012017,27891,6198,2628,584,681.78,24581.22
 027AS,ABQ,022017,27094.5,6021,2421,538,662.31,24011.19
 027AS,ABQ,032017,28624.5,6361,2592,576,699.71,25332.79

Format C: Seven Column plus beginning & ending balances

Field	Field Name	Format	Description
1	Reporting Airline	AAADD	Airline submitting report of PFCs remitted <i>AAA = 3-character Accounting Code</i> <i>DD = 2-character Designator Code</i>
2	Receiving Airport	ZZZ	Airport that received PFC payment <i>ZZZ = 3-character Airport Code</i>
3	Reporting Month	MMYYYY	Sales month for which the PFC details are reported <i>MM = month</i> <i>YYYY = year</i>
4	PFC Revenue Collected	NNNN.NN	Dollar amount of PFCs collected <i>May have 2 decimals preceded by a period (.)</i>
5	PFC Revenue Refunded	NNNN.NN	Dollar amount of PFCs refunded <i>May have 2 decimals preceded by a period (.)</i>
6	Collection Compensation	NNNN.NN	Dollar amount of compensation withheld by reporting airline <i>May have 2 decimals preceded by a period (.)</i>
7	Net PFC Remittance Amount	NNNN.NN -NNNN.NN	Net amount of the remittance reported <i>May be preceded by a negative sign (-) if a negative amount</i> <i>May have 2 decimals preceded by a period (.)</i>
8	PFC Beginning Balance	NNNN.NN -NNNN.NN	Dollar amount of beginning balance of PFCs for the month <i>May be preceded by a negative sign (-) if a negative amount</i> <i>May have 2 decimals preceded by a period (.)</i>
9	PFC Ending Balance	NNNN.NN -NNNN.NN	Dollar amount of ending balance of PFCs for the month <i>May be preceded by a negative sign (-) if a negative amount</i> <i>May have 2 decimals preceded by a period (.)</i>

Format C File Example:

016UA,ABE,022017,10514.29,985.5,257.07,9271.72,0,0

016UA,ABI,022017,18,4.5,0.44,13.06,-45,-31.94

Format D: Nine Column plus beginning & ending balances			
Field	Field Name	Format	Description
1	Reporting Airline	AAADD	Airline submitting report of PFCs remitted <i>AAA = 3-character Accounting Code</i> <i>DD = 2-character Designator Code</i>
2	Receiving Airport	ZZZ	Airport that received PFC payment <i>ZZZ = 3-character Airport Code</i>
3	Reporting Month	MMYYYY	Sales month for which the PFC details are reported <i>MM = month</i> <i>YYYY = year</i>
4	PFC Revenue Collected	NNNN.NN	Dollar amount of PFCs collected <i>May have 2 decimals preceded by a period (.)</i>
5	Number of PFCs Collected	NNNN	Quantity of PFCs collected
6	PFC Revenue Refunded	NNNN.NN	Dollar amount of PFCs refunded
7	Number of PFCs Refunded	NNNN	Quantity of PFCs refunded <i>Whole numbers only</i>
8	Collection Compensation Withheld	NNNN.NN	Dollar amount of compensation withheld by reporting Air-line <i>May have 2 decimals preceded by a period (.)</i>
9	Net PFC Remittance Amount	NNNN.NN -NNNN.NN	Net amount of the remittance reported <i>May be preceded by a negative sign (-) if a negative amount</i> <i>May have 2 decimals preceded by a period (.)</i>
10	PFC Beginning Balance	NNNN.NN -NNNN.NN	Dollar amount of beginning balance of PFCs for the month <i>May be preceded by a negative sign (-) if a negative amount</i> <i>May have 2 decimals preceded by a period (.)</i>
11	PFC Ending Balance	NNNN.NN -NNNN.NN	Dollar amount of ending balance of PFCs for the month <i>May be preceded by a negative sign (-) if a negative amount</i> <i>May have 2 decimals preceded by a period (.)</i>

Format D File Example:

027AS,ABQ,012017,27891,6198,2628,584,681.78,24581.22,-100000,-75418.78

027AS,ABQ,022017,27094.5,6021,2421,538,662.31,24011.19,-75418.75,-51407.59

027AS,ABQ,032017,28624.5,6361,2592,576,699.71,25332.79,-51407.59,-26074.80

File Upload Errors

SMART validates your PFC Reporting File and will fail a file upon upload if any of the following errors are detected. These errors will be displayed on the Upload File window. You must correct the file and reload it.

Error	Help
Blank row encountered at line:	
Invalid file. Please check the reporting format of the company	Your airline's profile has been set up to submit a different format than what you uploaded (see PFC Reporting Formats below). Contact Airlines Clearing House if it should be changed.
Invalid file. Monthly file contains more than one month's PFC Remittance data	
Invalid reporting month	
Invalid reporting type for the selected airline	Your airline's profile has been set up to submit a different format than what you uploaded (see PFC Reporting Formats below). Contact Airlines Clearing House if it should be changed.
No records found in the uploaded file	
Please upload again after resolving errors	Will appear with the other applicable errors
"Receiving airport" is not found in the active PFC Reporting period	
"Reporting airline" does not match with selected airline	
"Reporting airline" is not found in the active PFC Reporting period	Contact Airlines Clearing House to ensure your company's profile has been set up as active for the period
Reporting format does not match with the uploaded file type	
Note: Wherever quotes are used above, i.e., "Reporting Airline", "Receiving Airport" the error will be output with the airline or airport code as applicable.	

Example of file upload with errors.

The screenshot shows the 'Upload File' page with a left sidebar containing navigation links: Home, Task List, Settlement, Emails, Checks, Reports, Settings, and Documents. The main content area has filters for Type (PFC Reporting File), Period (2021-1Q (Closed)), and Company (007EA ExampleAir). A 'Retry' button is visible. Below the button, three error messages are listed in red text: 'Invalid reporting type for the selected airline', 'Reporting format does not match with the uploaded file type', and 'Please upload again after resolving the errors'.

Contact [ACH](#) for help in resolving file upload issues.

NOTE: All file upload errors and warnings are available for download in .xlsx format for offline review. In order to download this report, click the Download button which appears after upload:

The screenshot shows the 'Upload File' page with filters for Type (PFC Reporting File), Period (2021-2Q (Open)), and Company (157QR QATAR AIR...). A 'Download' button is visible. Below the button, the text 'File successfully uploaded.' is displayed. Under the heading 'Warnings:', three warning messages are listed: 'ABE : 062021: Collected amount less refunded less compensation does not equal PFC Remit amount.', 'BGR : 052021: Collected amount less refunded less compensation does not equal PFC Remit amount.', and 'CHO : 052021: Collected amount less refunded less compensation does not equal PFC Remit amount.'.

File Upload Warnings

SMART will warn you of discrepancies when:

- a row in your quarterly reporting input file doesn't sum up correctly
- the net remittance amount contained in a row of your quarterly reporting input file doesn't match to the remittance amount submitted through PFC Settlements

When your input file only has warnings, the file will upload successfully. If you determine that the warnings should be corrected, submit a corrected file during the open period. Your new file submission will overlay and replace the previously uploaded file.

Warning
Amount does not match to the remittance found in DB "Reporting Airline" and "Receiving Airport" and "Remittance Amount" and "Reporting Month"
"Receiving Airport" and "Reporting Month" beginning balance plus revenue collected less revenue refunded less compensation withheld does not equal ending balance
"Receiving Airport" and "Reporting Month" collected amount less refunded less compensation does not equal PFC Re- mit Amount.
Remittance missing from file "Reporting Airline" and "Receiving Airport" and "Reporting Month" and "Remittance Amount"
Remittance reported in file is not found in database. "Reporting Airline" and "Receiving Airport" and "Remittance Amount" and "Reporting Month".
Revenue collected-revenue refunded-compensation does not match to the remittance found in DB. "Reporting Airline" and "Receiving Airport" and "Remittance Amount" and "Reporting Month"
Note: Wherever quotes are used above, i.e., "Reporting Airline", "Receiving Airport", "Remittance Amount" and "Reporting Month", the error will be output with the airline or airport code, amount or month as applicable..

Contact [ACH](#) for help in resolving file upload issues.

SMART produces an on-demand discrepancy report that compares the remittance amount submitted through SMART with the remittance amount shown in your company's PFC Quarterly Reporting File.

ach

Home

Task List

Manual Entry

Upload Files

Participant Reports

Public Documents

Company's Documents

Collapse

SmithJ007EA for <007EA>

Help

smart

Participant Reports

Service Type

Period

Company

PFC Discrepancy

2021-3Q (Open)

007EA ExampleAir

DOWNLOAD

[illegible]

Participant Reports

Participant Reports are sent to your authorized Users and Contacts as part of the settlement (PFC Remittance) or reporting (PFC Reporting) processes. At any time, Users can also select a report to view and download for their company. Available reports:

- PFC Settlements beginning with 2016
- PFC Quarterly and Annual Reporting beginning with 2020
- PFC Discrepancy beginning with Third Quarter 2021 (Not sent to your company)

PFC Quarterly Reports

ACH will distribute PFC Quarterly Reports to your company's Users and Contacts with PFC Quarterly Reports selected in the SMART User Account Set-Up Form. ACH will also distribute to all applicable airports. See example of a PFC Quarterly Report in Appendix B.

PFC Annual Reports

PFC Annual Reports are produced by the system for your internal use. The data is populated from your PFC Quarterly Report submissions.

Appendices

PFC Settlements Application Form: System User Information

Please complete for all users that require access

Company Name

Airline/Airport Code

User One

First Name

Last Name

Title

Email Address

Country Code

Phone Number

Extension

Office Phone

Cell Phone

User Two

First Name

Last Name

Title

Email Address

Country Code

Phone Number

Extension

Office Phone

Cell Phone

User Three

First Name

Last Name

Title

Email Address

Country Code

Phone Number

Extension

Office Phone

Cell Phone

User Four

First Name

Last Name

Title

Email Address

Country Code

Phone Number

Extension

Office Phone

Cell Phone

Agreed Bank Fees *(valid through August 2026)*

Code	Service Description	Service Fee
Depository Services		
010000	Account Maintenance	\$25.00
010101	Electronic Credits	\$0.55
010100	Paper Debits	\$0.32
010100	Electronic Debits	\$0.22
000230	Deposit Coverage	\$0.129
150341	Overdraft (Paid) Items	\$35.00
150240	Check Filter Monthly Maintenance	\$0.00
SinglePoint		
400272	SP Current Day Detail-Acct	\$20.00
400272	SP Current Day per Item Det	\$0.05
400272	SP Current Day per Item Sum	\$0.05
400272	SP Previous Day Detail-Acct	\$25.00
400272	SP Previous Day per Item Det	\$0.05
400272	SP Previous Day per Item Sum	\$0.05
010407	Account Analysis Report	\$0.00
010307	Monthly DDA Statement	\$0.00
409999	Account Analysis Report PDF	\$0.00
409999	Monthly DDA Statement PDF	\$0.00
400820	SP Bank Assist Password	\$0.00
401020	SP Token Monthly Maintenance	\$3.50
40999	SP Book Transfer Mo. Maintenance	\$0.00
40999	SP Book Transfer-Per Transfer	\$0.35
350000	SP Wires Monthly Maintenance	\$10.00
409999	SP External Message Mo. Maintenance	\$0.00
999999	SP External User Task Sent	\$0.00
Wire Transfers		
350000	Wire Monthly Maintenance Voice-Pin	\$0.00
350300	Incoming Fedwire	\$12.00
350712	Incoming Intl Wire	\$15.00
350123	Internal Wire Credit	\$7.00
350124	Internal Wire Debit	\$7.00
350300	Incoming Fedwire CTP	\$12.00
ACH Services		
250202	ACH Received Item	\$0.25

U.S. Bank Account Opening Package

Following Is the U.S. Bank Account Opening Package, included for your reference. Optionally, you may download a Word version with updateable fields by clicking [HERE](#).

W-8BEN (When Required)

Following Is the United States IRS W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals) form. When required, a completed copy of this form shall be sent to U.S. Bank as part of the account opening procedure.

For a downloadable PDF version of this file, click [HERE](#)

Code of Federal Regulations 14 CFR Part 158 - Passenger Facility Charges (PFCs)

This may be found by clicking [HERE](#).