

## Regulations on Payment of Usage Charges and Security Deposit

(Regulation No. 9, March 20, 2018)

Last updated: December 1, 2021, Regulation No. 39

### Article 1. Purpose

These regulations set forth the necessary matters as to the usage charges and security deposits pertaining to the use of the Company's airport facilities by the Air Transport Operator at the Airport based on Article 13.1 of Kansai International Airport Service Regulations, Article 2.2 of Kansai International Airport Baggage Handling System and Passenger Boarding Bridge Facility Service Regulations, Article 7.2 of Kansai International Airport Regulations for the Use of Passenger Boarding Lift Car and Article 15.1 of Osaka International Airport Service Regulations.

### Article 2. Definition

The terms used in these regulations shall be defined as follows. Those not defined in this article shall be construed in accordance with the related regulations.

- (1) The "Related regulations" collectively refers to Kansai International Airport Service Regulations, Kansai International Airport Baggage Handling System and Passenger Boarding Bridge Facility Service Regulations, Kansai International Airport Regulations for the Use of Passenger Boarding Lift Car and Osaka International Airport Service Regulations.
- (2) The "Airport" collectively refers to Kansai International Airport and Osaka International Airport.
- (3) The "Company" refers to Kansai Airports.
- (4) The "Air Transport Operator" refers to the air transport operators or other parties that use landing/take-off facilities at the Airport and operate aircraft.
- (5) The "Scheduled Flights" refers to the operation of 24 flights or more within a year of the service launch date, or 12 flights or more during the first term (the period from April to October) or the second term (the period from November to March of the following year) on a certain route between the Airport and a destination either in Japan or a foreign country. The "Non-scheduled Flights" refers to those other than the Scheduled Flights. If any doubts arise whether the relevant flight falls upon the Scheduled Flights or Non-scheduled Flights and such doubts may not be settled through good faith negotiation between the parties, the Company shall, at its own discretion, decide and

determine it.

- (6) The “Existing Air Transport Operator” refers to the Air Transport Operator operating 12 flights or more during the period from July 1, 2017 to June 30, 2018 either at Kansai International Airport or Osaka International Airport; provided, however, that the Air Transport Operator shall not be deemed to be the Existing Air Transport Operator if it does not operate flights within a 13-month period from the month immediately following the month in which it last operates flights, unless otherwise specially approved by the Company due to a disaster, pandemic, or any other reasons.
- (7) The “Air Transport Support Provider” refers to the party entrusted by the Air Transport Operator and provides support thereto.
- (8) The “Payment of Security Deposit” refers to the meaning as specified in Articles 3.1 and 3.2.
- (9) The “Usage Charges” refers to the sum of the usage charges calculated by the Company based on the regulations as to usage charges prescribed by the Company and the equivalent amount of national and local consumption tax, provided, however, that the landing charges, parking charges and fuel facility charges for aircraft which are exempt from consumption tax under the provisions of Article 7 of the Consumption Tax Law (Law No. 108, 1988) are excluded.
- (10) The “Initial Year” refers to the fiscal year that contains the month immediately preceding the month in which the service launch date falls.

### Article 3. Payment of Security Deposit by Air Transport Operator Operating Scheduled Flights

- 3.1 The Air Transport Operator operating the Scheduled Flights shall submit to the Company the Application for Deposit to Usage Charges (Form No.1) stating the amount of the Security Deposit calculated in accordance with the formula prescribed in Appendix 1 at least thirty (30) days prior to the scheduled service launch date. The Company shall confirm and accept such application.
- 3.2 In accordance with the Application for Deposit to Usage Charges as per the preceding paragraph, the Air Transport Operator that operates the Scheduled Flights shall, at its own choice and by the day before the service launch date, either (i) pay to the Company the amount in cash in Japanese currency or (ii) submit to the Company the BANK GUARANTEE [IRREVOCABLE STANDBY LETTER OF CREDIT] (Form No.2) designating a branch in Japan to which any demand for payment is submitted and through which any payment is made (the "Bank Guarantee"). The Bank Guarantee shall be issued by a bank (a) indicated in the list of licensed financial institutions of the Depository Institution designated by Financial Services Agency and (b) rated as A or

- better by either of four credit rating agencies including Moody's, Standard & Poor's, Fitch and R&I; however, in the case the Air Transport Operator operating the Scheduled Flights gained prior written approval from the Company, it may pay to the Company the Security Deposit set forth in this article after the service launch date.
- 3.3 By the end of June in each fiscal year, for the next fiscal year of the Initial Year and beyond, the Air Transport Operator operating the Scheduled Flights shall submit to the Company the Application for Deposit to Usage Charges (Form No.1) stating the amount of the Security Deposit calculated in accordance with the formula prescribed in Appendix 1, and the Company shall compare the amount of the Security Deposit of the fiscal year with that of the previous fiscal year and settle any difference. However, in the case where the Company determines that it is difficult to properly calculate the amount of the Security Deposit of the fiscal year due to a disaster, pandemic, irregular operating schedule and other reasons, the amount of the Security Deposit of the previous fiscal year shall be regarded as that of the fiscal year and the Bank Guarantee shall be submitted again as needed.
- 3.4 In the case the Air Transport Operator selected (ii) in Article 3.2 and the bank that issued the Bank Guarantee no longer meets either of requirements (a) or (b) of (ii), the Air Transport Operator shall report to the Company to that effect without delay and (i) pay to the Company the amount in cash or (ii) submit to the Company a new Bank Guarantee in accordance with Article 3.2.
- 3.5 If the Air Transport Operator which paid the Security Deposit in accordance with Articles 3.1 and 3.2 finished its service at the Airport, the Company shall, at the Air Transport Operator's request, refund the paid Security Deposit or return the Bank Guarantee submitted by the Air Transport Operator. In such a case, the said Air Transport Operator seeking for the said refund or return shall submit to the Company the Application for Refund of Security Deposit to Usage Charges (Form No. 3) and obtain approval from the Company; provided, however, that if the said Air Transport Operator has debts to the Company, the Company shall set off the said debts against the deposit in cash paid by the Air Transport Operator and refund the remaining amount, or the Company shall return to the Air Transport Operator the submitted Bank Guarantee in exchange for the payment of debts.
- 3.6 The Air Transport Operator which paid the Security Deposit in accordance with Articles 3.1 and 3.2 shall pay to the Company the Usage Charges for each month in Japanese currency by the due date designated by the Company. In such a case, the bank transfer fee for the payment shall be borne by the Air Transport Operator.
- 3.7 The Air Transport Operator that resumes the Scheduled Flights at the Airport after

receiving the refund of the cash it deposited or the Bank Guarantee it submitted in accordance with Article 3.5 shall be handled in accordance with Articles 3.1 through 3.6. In this case, Appendix 1 stipulated in Article 3.1 shall be deemed to be replaced with Appendix 3.

#### Article 4. Exemption from Payment of Security Deposit

- 4.1 Notwithstanding the provisions of the preceding article, the Company shall exempt the Existing Air Transport Operator operating the Scheduled Flights from the Payment of Security Deposit prescribed in Articles 3.1 and 3.2. In such a case, the said Air Transport Operator shall pay to the Company the Usage Charges for each month in Japanese currency by the due date designated by the Company. The bank transfer fee for the payment shall be borne by the Existing Air Transport Operator.
- 4.2 Notwithstanding the provisions of the preceding paragraph, after the date of enactment, if the Air Transport Operator operating the Scheduled Flights failed to pay any debts owed to the Company including the Usage Charges for fifteen (15) days or more (or for thirty (30) days or more for the case specially approved by the Company due to a disaster, pandemic or any other reasons) from the due date designated by the Company or falls under any of the items in Article 8, the said Air Transport Operator shall, within thirty (30) days from the date the Company notifies to that effect, pay to the Company the Security Deposit as set forth in Appendix 2 hereto or submit the Bank Guarantee in accordance with Articles 3.1 and 3.2. The Existing Air Transport Operator that paid the Security Deposit shall be handled in accordance with Articles 3.3 through 3.7.
- 4.3 Notwithstanding the provisions of the preceding paragraph, the Company may exempt the Air Transport Operator from the Payment of Security Deposit if it is deemed appropriate by the Company.

#### Article 5. Advance Payment of Usage Charges by Air Transport Operator Operating Non-scheduled Flights

- 5.1 The Air Transport Operator operating the Non-scheduled Flights shall pay to the Company the Usage Charges in Japanese currency before its aircraft takes off at the Airport. In such a case, the bank transfer fee for the payment shall be borne by the Air Transport Operator. Such payment shall be basically made by bank transfer. If approved by the Company, such payment may be made in cash or through other methods. If there is any difference between the actual Usage Charges and the amount paid in advance, the Company shall settle the amount and refund or charge the

balance to the said Air Transport Operator.

- 5.2 Notwithstanding the preceding paragraph, if the Existing Air Transport Operator operates the Non-scheduled Flights or if it is specially approved by the Company, the Air Transport Operator shall pay to the Company the Usage Charges for each month by the due date designated by the Company. In such a case, the bank transfer fee for the payment shall be borne by the Air Transport Operator.

#### Article 6. Deadline for Correction of Usage Charges

If any excess or deficiency of the Usage Charges pertaining to Articles 3.6, 4.1 and 5 is found, it shall be corrected by 3 pm on the third business day of the month after the next month of the flight operations; provided, however, that this deadline shall not apply where such correction requires refunds to the Air Transport Operator for any reason attributable to the Company.

#### Article 7. Late Payment of Usage Charges

If the Air Transport Operator fails to pay to the Company the Security Deposit set forth in Articles 3.1 through 3.4, Article 3.7, Article 4.2 and Article 9 or falls behind in its payment of the Usage Charges set forth in Articles 3.6, 4.1 and 5.2 (payment on credit), Article 5.1 (payment in advance) or Article 8, the Company shall handle the said Air Transport Operator as follows:

- (1) If the Air Transport Operator falls behind in its payment of the Usage Charges set forth in Articles 3.6, 4.1 and 5.2 (payment on credit), Article 5.1 (payment in advance), or Article 8:

The Company shall collect a delinquency charge calculated at the rate of 14.5% per annum on the overdue amount from the day following the original due date to the date of payment from such party. The Company may prohibit such party from using the airport facilities of the Company (including but not limited to the landing/take-off facilities) or take any necessary actions. If there is a fraction less than one (1) yen for the delinquency charge, the fraction shall be rounded down.

- (2) If the Air Transport Operator did not pay the Security Deposit set forth in Articles 3.1 through 3.4, 3.7, 4.2 and 9:

The Company may prohibit such party from using the airport facilities of the Company (including but not limited to the landing/take-off facilities) or take any necessary actions until the Security Deposit is paid to the Company.

#### Article 8. Acceleration

If the Air Transport Operator fell under any of the following events, all obligations of such party including the Usage Charges for the use of the facilities up to that point when such event occurred shall be accelerated and become immediately due and payable to the Company; provided, however, that the Company shall not be liable for any loss or damage caused by such acceleration:

- (1) When any security measure was taken such as a petition for provisional attachment, provisional disposition, compulsory seizure, auction of assets or other act of foreclosure;
- (2) When the Air Transport Operator filed a petition for bankruptcy, corporate reorganization or civil rehabilitation etc., entered liquidation proceedings, or was imposed to suspension of bank transactions;
- (3) When an order for commencement of guardianship or curatorship was issued to the Air Transport Operator (which shall be when its representative executive is placed under guardianship or curatorship in the case of a corporation);
- (4) When an administrative receiver was appointed by court order or for some other reason;
- (5) When the Air Transport Operator failed to discharge debts owed to the Company as a result of deterioration of its financial conditions or when there was a risk of causing an extremely serious hindrance to the performance of debts;
- (6) When an air transport operator was ordered a suspension of its business or cancellation of its business permit;
- (7) When the Air Transport Operator operating the Scheduled Flights to the Airport ceased to operate all the scheduled flights without giving a reasonable period of advance notice to the Company and there is a sufficient reason to have a serious concern about the solvency of the said Air Transport Operator; or
- (8) When any other events similar to the above occurred.

#### Article 9. Application of Security Deposit

If the Air Transport Operator operating the Scheduled Flights which paid the Security Deposit falls under any of the events in the preceding article, the Company may appropriate the Security Deposit in descending order of the amount of the Usage Charges payable by the said Air Transport Operator. If there is any remaining amount after the said application of the Security Deposit and the said Air Transport Operator continues its service, the Air Transport Operator shall pay to the Company the balance between the remaining amount and the amount of the Security Deposit by the due date designated by the Company. If the Air Transport Operator finishes its service, the Company shall refund the remaining amount in

accordance with Article 3.5.

#### Article 10. Handling of Security Deposit

The Air Transport Operator which paid the Security Deposit shall not transfer the right to demand the return of the Security Deposit to a third party or make any disposition of the Security Deposit such as by using the right to claim the refund of the Security Deposit as collateral.

#### Article 11. Substitute Payment of Usage Charges by Air Transport Support Provider

If the Air Transport Operator entrusts the payment of the Usage Charges or Security Deposit to the Air Transport Support Provider, the said Air Transport Operator shall submit to the Company the Power of Attorney (Form No. 4) in order to show that it gave an authority as to any and all payment of the Usage Charges to the Air Transport Support Provider.

#### Article 12. Miscellaneous

12.1 The governing language of these regulations shall be Japanese. These regulations shall be construed in accordance with the laws of Japan, and any other matters not specified herein shall be governed by the laws of Japan.

12.2 The Osaka District Court or the summary court having jurisdiction at the place where the Company's office is located shall be the exclusive court of jurisdiction in the first instance for any disputes in connection with or arising from these regulations.

#### Supplementary Provision

These regulations shall come into force on July 1, 2018.

#### Supplementary Provision

These regulations shall come into force on November 7, 2018.

#### Supplementary Provision

These regulations shall come into force on December 1, 2019.

#### Supplementary Provision

These regulations shall come into force on April 1, 2020.

#### Supplementary Provision

These regulations shall come into force on August 31, 2020.

Supplementary Provision

These regulations shall come into force on December 1, 2021.



Appendix 1 (pertaining to Article 3)

1. Amount of Security Deposit for the Initial Year

The amount of the Security Deposit to be paid in the Initial Year shall be calculated as follows for each aircraft type separately specified for international and domestic flights:

[Amount of Usage Charges per aircraft] x [Number of flights expected to be operated during two (2) months from the following month of the service launch month]

(1) Kansai International Airport

A. International flights (excl. airlines that use Terminal 2)

	Aircraft type	Usage Charges in JPY	
		Per passenger flight	Per cargo flight
1.	Small aircraft	18,000	6,000
2.	Propeller aircraft	35,000	10,000
3.	Regional jet	87,000	48,000
4.	Narrow-body aircraft	210,000	98,000
5.	Wide-body aircraft	372,000	257,000
6.	Super-jumbo	814,000	675,000

B. Domestic flights (excl. airlines that use Terminal 2)

	Aircraft type	Usage Charges in JPY	
		Per passenger flight	Per cargo flight
1.	Small aircraft	7,000	2,000
2.	Propeller aircraft	21,000	11,000
3.	Regional jet	69,000	51,000
4.	Narrow-body aircraft	153,000	106,000
5.	Wide-body aircraft	328,000	278,000
6.	Super-jumbo	794,000	729,000

C. International flights (only for airlines that use Terminal 2)

	Aircraft type	Usage Charges in JPY per passenger flight
1.	Small aircraft	27,000
2.	Propeller aircraft	59,000
3.	Regional jet	69,000
4.	Narrow-body aircraft	119,000
5.	Wide-body aircraft	278,000
6.	Super-jumbo	696,000

D. Domestic flights (only for airlines that use Terminal 2)

	Aircraft type	Usage Charges in JPY per passenger flight
1.	Small aircraft	24,000
2.	Propeller aircraft	33,000
3.	Regional jet	74,000
4.	Narrow-body aircraft	129,000
5.	Wide-body aircraft	300,000
6.	Super-jumbo	751,000

(2) Osaka International Airport

	Aircraft type	Usage Charges in JPY	
		Per passenger flight	Per cargo flight
1.	Small aircraft	4,000	4,000
2.	Propeller aircraft	10,000	10,000
3.	Regional jet	35,000	32,000
4.	Narrow-body aircraft	135,000	127,000
5.	Wide-body aircraft	374,000	360,000

Aircraft types shall be defined as follows:

1. Small aircraft: Aircraft which does not fall under any of the items below

2. Propeller aircraft:

Aircraft without turbo jet engines or turbofan engines and with a maximum take-off weight of more than 10 tonnes

3. Regional jet:

Aircraft with turbo jet engines or turbofan engines and with a maximum take-off weight of more than 10 tonnes and up to 50 tonnes

4. Narrow-body aircraft:

Single-aisle aircraft with turbo jet engines or turbofan engines and with a maximum take-off weight of more than 50 tonnes and up to 400 tonnes

5. Wide-body aircraft:

Twin-aisle aircraft with turbo jet engines or turbofan engines and with a maximum take-off weight of more than 50 tonnes and up to 400 tonnes

6. Super-jumbo:

Aircraft with turbo jet engines or turbofan engines and with a maximum take-off weight of more than 400 tonnes

2. Amount of Security Deposit for the next fiscal year and thereafter

The amount of the Security Deposit to be paid in the next fiscal year and thereafter:

The amount of two months' worth of the sum of the Usage Charges (landing charge, parking charge, baggage handling system usage charge, baggage transfer facility usage charge, PBB facility usage charge, PBL usage charge and passenger security service charge) for April in the fiscal year (the amount shall be rounded down to the nearest thousand yen)

Appendix 2 (pertaining to Article 4)

If the Existing Air Transport Operator operating the Scheduled Flights is subject to the Security Deposit, the amount of the Security Deposit to be paid shall be the sum of the Usage Charges of the two months in which the summed amount of the Usage Charges is first and second largest during the past 12 months from the month prior to the month that includes the date of notification by the Company (the amount shall be rounded down to the nearest thousand yen).

However, in the case where the Company determines that it is difficult to properly calculate the amount of the Security Deposit to be paid due to a disaster, pandemic, irregular operating schedule and other reasons, the amount of the Security Deposit shall be the sum of the Usage Charges of the two months in which the summed amount of the Security Deposit is first and second largest during the past 24 months from the month prior to the month that includes the date of notification by the Company (the amount shall be rounded down to the nearest thousand yen).

### Appendix 3 (pertaining to Article 3)

In the event where the Air Transport Operator that has submitted the Application for Refund of Security Deposit to Usage Charges and received the refund of the cash deposited or the Bank Guarantee submitted back upon termination of flight operations at the Airport resumes the Scheduled Flights at the Airport, the amount of the Security Deposit to be deposited by such Air Transport Operator shall be calculated as follows based on, since the enactment of these Regulations, (1) whether or not the Air Transport Operator has ever failed to pay any debts owed to the Company, including the Usage Charges, within fifteen (15) days (or thirty (30) days for the case specially approved by the Company due to a disaster, pandemic or other reasons) after the due date designated by the Company, and (2) whether or not the Air Transport Operator has ever fallen under any of the items of Article 8:

1. If either (1) or (2) above is applicable, the amount of the Security Deposit deemed appropriate at the time of termination of operation or the amount of the Security Deposit newly calculated based on Appendix Table 1, whichever is greater, shall apply.
2. If neither (1) nor (2) above is applicable, the amount of the Security Deposit shall be newly calculated based on Appendix Table 1.
3. Notwithstanding the provisions of (1) and (2) above, in the case specially approved by the Company due to a disaster, pandemic or other reasons, the amount of the Security Deposit shall be calculated again based on Appendix Table 1.

第1号様式（第3条関係）

Form No. 1 (pertaining to Article 3)

## 使用料等に係る保証金申請書

Application for Deposit to Usage Charges

年 月 日  
(Year/Month/Date)

関西エアポート株式会社 (Kansai Airports)  
代表取締役社長 (Representative Director and CEO)  
様

住所 (Address)

会社名 (Company)

氏名 (Name)

印

電話番号 (TEL)

空港使用料の支払及び保証金等に関する規程について承諾の上、空港の利用にかかる使用料等に係る保証金の預託等について、以下のとおり申請いたします。

We hereby understand the provisions of Regulations on Payment of Usage Charge and Security Deposit and apply to pay Security Deposit on the Usage Charges as follows.

預託の方法 (How) (○をつける / Circle one that applies)	1. 現金の預託による (By cash) 2. 銀行保証書等の提出による (By bank guarantee)
預託の額 (Amount)	円 (Yen)

※内訳のわかるものを添付してください。 Please attach details in the calculation.

会社記入欄（記入しないで下さい） KAP Use (DO NOT FILL IN)

以下の条件を付して承認いたします。  
Approved with the following condition(s).

承認欄

第2号様式（第3条関係）

Form No. 2 (pertaining to Article 3)

銀行保証（撤回することのできないスタンバイ信用状）  
BANK GUARANTEE [IRREVOCABLE STANDBY LETTER OF CREDIT]  
(1 頁目 / page 1)

年 月 日  
(Year/Month/Date)

関西エアポート株式会社 宛  
大阪市西区西本町1丁目4-1

To: Kansai Airports

4-1, Nishi-Honmachi 1-chome, Nishi-ku, Osaka

大阪市西区西本町1丁目4-1に登録住所を有する日本の法人である関西エアポート株式会社（以下「関西エアポート」という）と【航空会社住所】の【航空会社名】（以下「債務者」という）との間で締結された以下の協定書及び債務者に適用される以下の規程（当該協定書及び規程を総称して以下「規程」という）の条件及び規程に基づき債務者が関西エアポートに対して負う義務に関して、

We refer to the terms of the following rules (the "Rules") applicable between Kansai Airports, a Japanese corporation with a registered address at 4-1, Nishi-Honmachi 1-chome, Nishi-ku, Osaka ("Kansai Airports") and [airline name] at [airline address] (the "Debtor") and to the obligations of the Debtor toward Kansai Airports :

- Agreement Between AOC and Kansai Airports on PSFC and PSSC Collection Procedure-General of 20
- Agreement on PSFC Collection Procedure-General at KIX Terminal 1 Domestic of 20 ( 年 月 日締結関西国際空港第1ターミナルビル国内線に係る旅客サービス施設使用料の収受・精算に関する協定書)
- Kansai International Airport Service Regulations (関西国際空港供用規程)
- Osaka International Airport Service Regulations (大阪国際空港供用規程)
- Kansai International Airport Baggage Handling System and Passenger Boarding Bridge Facility Service Regulations (関西国際空港旅客手荷物処理システム及び旅客搭乗橋設備等供用に関する規程)
- Kansai International Airport Regulations for the Use of Passenger Boarding Lift Car (関西国際空港旅客搭乗者用リフト車使用規程)
- Regulations on Payment of Usage Charges and Security Deposit (空港使用料の支払及び保証金等に関する規程)

【住所】の【銀行名】（以下「銀行」という）は、本保証書により、総額\_\_\_\_\_円までの関西エアポートへの支払い（以下「保証債務額」という）につき、取り消し不能かつ無条件に保証し（以下「保証書」という）、また、関西エアポートからの書面による請求に応じ、債務者からの異議申し立てに関わらず、相殺や反訴を一切権利主張することなく、銀行は、関西エアポートに対して、請求が一回や複数回で行われようと保証債務額を上回らない額を支払わねばならないことを、誓約し合意する。

we, [bank name] at [address] (the "Bank") hereby irrevocably and unconditionally guarantee (the "Guarantee") the payment to Kansai Airports of a sum or sums not exceeding in the aggregate an amount of JPY \_\_\_\_\_ (Japanese Yen \_\_\_\_\_ Only) (the "Guaranteed Sum") and accordingly covenant and agree that, upon the receipt of a written demand from Kansai Airports, and notwithstanding any

銀行保証（撤回することのできないスタンバイ信用状）  
BANK GUARANTEE [IRREVOCABLE STANDBY LETTER OF CREDIT]  
(2 頁目 / page 2)

objection made by the Debtor and without any right of set-off or counterclaim, we shall pay to Kansai Airports such amount or amounts as shall have been so demanded by one or more such demands up to, but not exceeding, in the aggregate the Guaranteed Sum.

本保証書に基づく全ての支払いは、関西エアポートの請求を受けてから7営業日以内に、関西エアポート指定の銀行口座に日本円にて着金され、かつ、関西エアポートによりその着金が確認されなければならない。また、税金、諸経費、手数料その他いかなる性質の費用も差し引かれてはならないものとする。

All payments to be made hereunder shall be received at Kansai Airports' designated bank account in Japanese yen and confirmed its receipt by Kansai Airports within seven (7) business days after receipt of Kansai Airports' demand, and shall be made free and clear of, and without deduction for any taxes, charges, fees, deductions or withholdings of any nature whatsoever.

本保証書の規定に基づく銀行に対する全ての通知又は請求は、書面で【英語/日本語】により、【住所地】の住所に所在する【銀行の日本国内支店】（以下「日本支店」）に送達されなければならない。そして、本保証書に基づく銀行による支払いは日本支店を通して行われるものとする。

All demands and notices under the terms of this Guarantee must be in writing and in [English/Japanese] and be submitted to [branch name in Japan] at its address of [address], Japan (the "Japanese Branch"), and any payments by the Bank under this Guarantee shall be made through the Japanese Branch.

本保証書におけるいかなる他の規定にかかわらず、本保証書に基づく銀行の債務総額の上限は、保証債務額を上回らないものとする。

Notwithstanding any other provisions in this Guarantee, our maximum aggregate liability hereunder shall not exceed the Guaranteed Sum.

本保証書は\_\_\_\_\_（以下「契約満了日」とする。）まで有効であり、本保証書に基づく銀行の責務は、契約満了日が銀行により延長されない限り、契約満了日に終了するものとする。

This Guarantee shall remain valid and in full force and effect until \_\_\_\_\_ (the "Expiry Date"), and our liability hereunder shall cease and terminate on the Expiry Date, unless the Expiry Date is extended by the Bank.

本保証書は日本法に準拠し、解釈されるものとし、また、関西エアポートと銀行は、大阪地方裁判所を第一審の専属的合意管轄裁判所とすることを合意する。

This Guarantee shall be governed by and construed in accordance with the laws of Japan and Kansai Airports and the Bank irrevocably agree to submit to the exclusive jurisdiction of the Osaka District Court in first instance.

第3号様式（第3条関係）

Form No. 3 (pertaining to Article 3)

使用料等に係る保証金返還申請書

Application for Refund of Security Deposit to Usage Charges

年 月 日  
(Year/Month/Date)

関西エアポート株式会社 (Kansai Airports)  
代表取締役社長 (Representative Director and CEO)  
様

住所 (Address)  
会社名 (Company)  
氏名 (Name) 印  
電話番号 (TEL)

空港使用料の支払及び保証金等に関する規程第3条第5項に基づき、預託している使用料等に係る保証金の預託等について、以下のとおり返還を申請いたします。

We hereby request to refund the deposit or return the bank guarantee pursuant to the provision the provision of Article 3.5 of Regulation on Payment of Usage Charges and Security Deposit as follows.

預託の方法 (How) (○をつける / Circle one that applies)	1. 現金の預託による (By cash) 2. 銀行保証書等の提出による (By bank guarantee)
預託の額 (Amount)	円 (Yen)

----- 会社記入欄（記入しないで下さい） KAP Use (DO NOT FILL IN) -----

以下の条件を付して承認いたします。  
Approved with the following condition(s).

承認欄



第4号様式（第11条関係）

Form No. 4 (pertaining to Article 11)

使用料等に係る支払委任状

Power of Attorney

年 月 日  
(Year/Month/Date)

関西エアポート株式会社 (Kansai Airports)  
代表取締役社長 (Representative Director and CEO)  
様

住所 (Address)

会社名 (Company)

氏名 (Name)

電話番号 (TEL)

印

空港使用料の支払及び保証金等に関する規程第11条に基づき、使用料等に係る支払について、その一切を下記のものに委託いたします。なお、当該委託は、委託先会社に運行支援を弊社が依頼した場合にのみ適用いたします。

We hereby entrust the following to make payment on all of airport charges owed pursuant to the provision of Article 11 of Regulations on Payment of Usage Charges and Security Deposit. Further, said entrustment shall apply only when we request the Company entrusted to provide us with flight operations assistance.

委託先会社名 (Company entrusted) : \_\_\_\_\_  
住所 (Address) : \_\_\_\_\_  
代表者氏名 (Name) : \_\_\_\_\_  
電話番号 (TEL) : \_\_\_\_\_

----- 会社記入欄（記入しないで下さい） KAP Use (DO NOT FILL IN) -----

使用料等の支払いを委託することについて承認いたします。

Approved.

承認欄