

## FUNDING AGREEMENT

This FUNDING AGREEMENT ("Agreement") is made as of the day and year written below by and between RESEARCH TRIANGLE FOUNDATION OF NORTH CAROLINA ("RTF"), and the CITY OF DURHAM, NORTH CAROLINA; DURHAM COUNTY, NORTH CAROLINA; CITY OF RALEIGH, NORTH CAROLINA; and WAKE COUNTY, NORTH CAROLINA (individually, a "Funding Party" and collectively, "Funding Parties").

### W I T N E S S E T H

WHEREAS, pursuant to that certain Revenue Guaranty Agreement dated September 18, 2015 ("Delta/RTF Revenue Guaranty Agreement") between RTF and Delta Air Lines, Inc. ("Delta"), RTF has agreed to provide a guaranty to offset losses Delta may incur in establishing a daily direct airline route between Raleigh Durham International Airport and Charles De Gaulle Airport ("Daily Route") in an amount up to USD\$1,100,000 ("Total Guaranty") for the period beginning May 13, 2016, and ending March 25, 2017 ("Period");

WHEREAS, several private corporations and individuals have contributed USD\$550,000 to an escrow fund administered and maintained by RTF to be applied towards the Total Guaranty ("Private Contributions");

WHEREAS, the Funding Parties are participating governments in the Raleigh Durham Airport Authority and agreed to each be responsible for a pro-rata portion of the remaining USD\$550,000 of the Total Guaranty, with each Funding Party responsible for up to USD\$137,500; and

NOW, THEREFORE, in consideration of the promises and undertakings herein made, it is agreed that:

1. RTF is the sole guarantor under the Delta/RTF Revenue Guaranty Agreement. The Funding Parties are not individually, jointly, or severally liable for the Guaranty Agreement in any way. In the event of a loss guaranteed by the Delta/RTF Revenue Guaranty Agreement, RTF will apply all of the Private Contributions in the amount of USD\$550,000 to payment of the guaranty obligation before applying any amounts from the Funding Parties to payment of the guaranty obligation.

2. RTF anticipates that Delta may make a request for disbursement pursuant to the Delta/RTF Revenue Guaranty Agreement after the conclusion of the Period, or at an earlier time if Delta stops the Daily Route. Upon RTF's determination that the disbursement request complies with the requirements of the Delta/RTF Revenue Guaranty Agreement, RTF shall disburse funds to Delta as provided in such request ("Delta Payment").

After receiving the request for disbursement described in Paragraph 2, , RTF will submit an invoice to each of the Funding Parties for its pro rata share of the Delta Payment, in an amount up to USD\$137,500 each. Each Funding Party's pro rata share will be determined by subtracting the total amount of Private Contributions from the Delta Payment, and then dividing the remaining balance by four. If the Delta Payment pursuant

to the terms of the original Guaranty Agreement is less than USD\$550,000, the Funding Parties will have no obligation under this Funding Agreement

3. Each Funding Party shall pay RTF the invoiced amount within twenty (20) days of receiving the invoice; provided that RTF shall not pay or apply any amount received from the Funding Parties to satisfaction of the obligation under the Guaranty agreement until after paying or applying the total amount of Private Contributions (USD\$550,000) to satisfaction of the obligation under the Guaranty agreement.

4. The Funding Parties are responsible for the invoiced amount without regard to the success, failure, or continued operation of the Daily Route and subject only to the terms of this Funding Agreement.

5. The Agreement shall terminate after the Funding Parties have paid the invoiced amount or at such time as RTF provides notice to the Funding Parties that the Funding Parties will have no obligation for payment under this Agreement; but if not sooner terminated, shall terminate on June 1, 2017, but shall be automatically extended on a month to month basis until thirty days after RTF has received a final operational report from Delta but in any event no longer than one year. Any amounts paid by Funding Parties that cannot be applied to the obligation under the Guaranty agreement due to the non-payment of Private Contributions (USD\$550,000) shall be returned to the Funding Parties, without interest, within thirty (30) days after termination of this Agreement.

6. The parties agree that RTF's liability shall be limited to any loss, cost or damage resulting from RTF's non-performance of its duties pursuant to this Agreement. RTF shall not be liable for any default, error, action or omission of any third party.

7. All notices and other communications may be given in writing. Delivery shall be made to the addresses set forth under the signature block for each party.

8. The terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

9. The provisions of this Agreement may only be waived, altered, amended or supplemented, in whole or in part, by a writing signed by all of the parties hereto.

10. This Agreement is intended as a contract under the laws of the State of North Carolina and shall be governed thereby and construed in accordance therewith.

11. No party shall have the right to assign this Agreement or any portion hereof, or any of its respective rights or obligations hereunder, without the prior written consent of the other parties; provided however, that RTF shall be permitted to assign this Agreement or any portion hereof, or any of its rights or obligations hereunder, to any affiliate of RTF approved in writing by the other parties.

12. Each of the parties, and each person executing this Agreement on behalf thereof, represent and warrant, as applicable, that (1) such party or person has the full power and authority to enter into this Agreement, to execute them on behalf of the party indicated on the signature page thereof, and to perform the obligations hereunder and thereunder, (2) such party is

acting on its own behalf and on behalf of its successors and assigns, (3) this Agreement is the valid and binding obligations of such party, enforceable against it in accordance with its terms, (4) entering into this Agreement does not conflict with any other agreements entered into by either party, and (5) the execution, delivery and performance of this Agreement has been duly and validly authorized by all applicable corporate or governmental action on its part.

13. Each Funding Party represents and warrants to RTF that this Agreement has been pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply thereto up to the stated amount of USD\$137,500; and that it will ensure that the appropriate financial officer signs the certification below that “This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.” Each Funding Party shall use its best efforts to ensure that all necessary sums shall be fully appropriated and allocated, and made available to RTF.

14. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

15. This Agreement may be executed by facsimile signatures, which for all purposes shall be deemed to constitute originals. This Agreement may be executed in counterparts, all of which when taken together shall be deemed one original.

This Agreement is dated as of November \_\_\_\_, 2015.

RESEARCH TRIANGLE FOUNDATION OF NORTH CAROLINA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DURHAM COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF DURHAM

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WAKE COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF RALEIGH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_