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THIS AGREEMENT is made the 26th day of June 2002 BETWEEN RYANAIR LIMITED of Corporate Head Office Dublin Airport Co. Dublin Ireland (Irish company no. 104547) ('Ryanair') (Fax: +353 1 844 4409) represented herein by Mr Michael Cawley, its Commercial Director and Chief Financial Officer AND CHAMBRE DE COMMERCE ET D'INDUSTRIE DE STRASBOURG ET DU BAS RHIN of 10 Place Gutenberg F-67073 Strasbourg France ('CCIS') (Fax: +33 3 88 64 67 64) represented herein by M. Richard Burgstahler, its Président AND IS SUPPLEMENTAL to a services agreement of even date herewith between the same parties ('the Principal Agreement')

WHEREAS:

- (A) Ryanair is a leading organisation in the area of the successful development of tourism concepts based on new media, focusing in particular on air-based tourism.
- (B) Ryanair does business in connection with such new type of advertising, which includes the approach to new Internet-based business in connection with this new type of advertising, which includes the approach to new Internet-based ordering and booking systems, and can offer contacts to large portals to ensure both the success of its own marketing efforts.
- (C) CCIS wishes to appoint Ryanair to design and place Internet-suitable advertising to make Strasbourg Airport ('SXB') better known in the English-speaking regions and to arrange for duly licensed air carriers to provide new scheduled passenger air services from points in the United Kingdom and/or Continental Europe into SXB ('the Services').

NOW IT IS HEREBY FURTHER AGREED as follows:

1. The term of this Agreement shall be as for the Principal Agreement.
2. CCIS hereby commissions Ryanair to design English language advertisements suitable for the internet medium and undertake sales promotion and public relations (both on a non-exclusive basis), as well as to inaugurate promote and develop the Services and advise CCIS of all such designs and promotions. CCIS shall provide Ryanair with such information as is available to CCIS in respect of marketing air-based tourism into the region served by SXB.

3. Ryanair undertakes to procure the inauguration and continuation of the Services and advise CCIS annually during the term of this Agreement of its promotional plans to arrange for the provision of appropriate web links and undertake any other relevant method of promoting the Services including linking up to four (4) appropriate tourist websites to Ryanair's website including appropriate logos wherever feasible subject to there being no direct hotel booking facility on any website nominated by CCIS for this purpose. Ryanair shall in addition undertake all further marketing measures which are deemed appropriate by Ryanair as being capable of generating, maintaining and/or promoting the advertising efforts with respect to bookings by customers through the Internet to SXB. In recognition of Ryanair's expertise, Ryanair shall be the final arbiter in all promotional decisions relating to the content, timing and media used.
4. Ryanair will supply CCIS with an annual marketing plan for the Services for the year from April 1st to March 31st of the following year to account for anticipated advertising spend (in the relevant markets) indicating the media used and the total monthly spend for each medium. A further plan will be provided illustrating all other media-related and allocated costs, including but not limited to the following:
- Production of Ryanair's Winter and Summer timetables.
 - Production costs for all print and broadcast advertising campaigns.
 - Production of Ryanair's itineraries.
 - Cost of producing all point of sale material, i.e. flyers, posters, stickers etc.
 - Cost of producing all airport branding.
 - Sales & Marketing salaries.

A representative sample of copies of advertisements will be provided for all major titles (in terms of cost) utilised by Ryanair in respect to such marketing.

5. In consideration of the tasks undertaken by Ryanair in clauses 3 and 4 above, CCIS shall pay Ryanair:
- (i) a route development payment of One Hundred and Fifty Thousand Euros (€150,000.00) for each daily frequency of the Services inaugurated or added, one half of such payment becoming due and payable at least one (1) month prior to inauguration of the frequency in question and the other half on or before the first anniversary thereof limited to a payment in aggregate in respect of a maximum of six such frequencies.

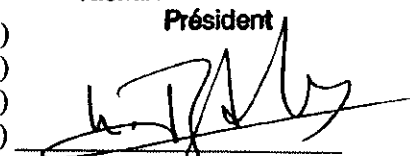
(ii) an annual promotional/marketing payment of Two Hundred and Sixteen Thousand Euros (€216,000.00) per annum per daily frequency of the Services (or pro rata) departing from SXB, or Two Hundred and Twenty Four Thousand Euros (€224,000.00) per daily frequency of the Services on all frequencies (including the first two) up to a maximum of six such frequencies where three or more daily frequencies are operated, in either case such sum being increased proportionately to the extent that Ryanair can demonstrate to CCIS that the average monthly 'hits' on its internet website have increased as compared to the month of commencement of the Services but with any increase limited to a maximum of one-third of any increased costs suffered by Ryanair at SXB in respect of the Services as compared to the level of costs prevailing at SXB as at the date hereof. Such payments shall be made one (1) month prior to commencement of the Services and thereafter quarterly in advance in respect of the quarters ending 31 March, 30 June, 30 September and 31 December annually throughout the term of this Agreement and are subject to reconciliation the following quarter should any of the Services be suspended or introduced during the quarter for which payment has already been made.

6. CCIS shall furthermore procure the payment to Ryanair by the Communauté Urbaine de Strasbourg ('CUS') and/or the Département du Bas-Rhin ('DduB-R') and/or the Region Alsace ('RA') or any other institution or institutions mandated by CUS, DduB-R and/or RA (as appropriate) of further annual promotional/marketing payments in aggregate of Four Hundred and Ninety Two Thousand Euros (€492,000.00) per annum per daily frequency of the Services (or pro rata) departing from SXB, or Five Hundred and Eight Thousand Euros (€508,000.00) per daily frequency of the Services on all frequencies (including the first two) up to a maximum of six such frequencies where three or more daily frequencies are operated, in either case such sum being increased proportionately to the extent that Ryanair can demonstrate that the average monthly 'hits' on its internet website have increased as compared to the month of commencement of the Services but with any increase limited to a maximum of two-thirds of any increased costs suffered by Ryanair at SXB in respect of the Services as compared to the level of costs prevailing at SXB the date hereof. Such payments shall be made one (1) month prior to commencement of the Services and thereafter quarterly in advance in respect of the quarters ending 31 March, 30 June, 30 September and 31 December annually throughout the term of this Agreement and are subject to reconciliation the following quarter should any of the


Services be suspended or introduced during the quarter for which payment has already been made. Should such institutions fail to make such payments to Ryanair in aggregate within thirty (30) days of the due date, CCIS will pay Ryanair such amounts (or any shortfall) as may become or remain due under this Clause 6.

7. Any and all disputes which may arise as to the interpretation of this Agreement or in respect of any obligations to be performed and which cannot amicably be settled between the parties shall be referred to arbitration by two persons, one appointed by CCIS and the other by Ryanair. Such persons may be the attorneys for each party. Any decision jointly made by such persons, sitting in the capacity as arbitrators, shall be final and binding on both parties. Should such persons be unable to come to any joint decision, CCIS and Ryanair shall instruct such persons to appoint a third party within fifteen (15) days who shall then make a ruling on the matter after examination of the documents having duly considered the evidence and without having to observe any procedural regulations. If the two persons appointed as arbitrators are unable to agree upon the identity of a suitable third party within a period of fifteen (15) days, the parties hereto shall request the President for the time being of the Law Society of England and Wales to appoint an umpire within the shortest possible period of time. The arbitrators shall sit in London and all proceedings shall be held in the English language. The costs of such proceedings shall be borne by each party itself, but the costs for any appointed third party or umpire appointed by the President of the Law Society of England and Wales shall be shared between CCIS and Ryanair. The determination of such arbitrators shall be final and binding upon both parties and judgment thereon may be entered in any court of competent jurisdiction.
8. This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

SIGNED for and on behalf of
CHAMBRE DE COMMERCE D'INDUSTRIE
DE STRASBOURG ET DU BAS RHIN
by M. RICHARD BURGSTHALER

Richard BURGSTHALER
Président

Président

SIGNED for and on behalf of
RYANAIR LIMITED
by Mr MICHAEL CAWLEY


Commercial Director and Chief
Financial Officer

THIS AGREEMENT is made the 26th day of June 2002 BETWEEN RYANAIR LIMITED of Corporate Head Office Dublin Airport Co. Dublin Ireland (Irish company no. 104547) ('Ryanair') (Fax: +353 1 844 4409) represented herein by Mr Michael Cawley, its Commercial Director and Chief Financial Officer AND CHAMBRE DE COMMERCE ET D'INDUSTRIE DE STRASBOURG ET DU BAS RHIN of 10 Place Gutenberg F-67073 Strasbourg France ('CCIS') (Fax: +33 3 88 64 67 64) represented herein by M. Richard Burgstahler, its Président

WHEREAS Ryanair is currently the leading European airline promoting 'low fares' scheduled passenger air services and is willing and able to operate such services, inter alia, on the Strasbourg ('SXB') - London-Stansted route.

NOW IT IS HEREBY AGREED as follows:

1. Duration of Agreement

The term of this Agreement shall commence on the date of commencement of the Services (as defined in Clause 2 below) and shall continue for a period of five (5) years thereafter. Provided that Ryanair fully complies with its obligations as set out in Clause 2 below, the term shall be extended for two (2) successive periods of five (5) years each.

2. Ryanair's Obligations

(a) Ryanair shall operate passenger air services between SXB and London-Stansted Airport on a daily basis commencing on a date to be advised by Ryanair which is between October 2002 and May 2003 and may at its election inaugurate scheduled air routes from SXB to other points on the Ryanair network, in all cases utilising Boeing 737-800 (currently configured with 189 seats) or other B.737 variant aircraft featuring 'low fare' service standards and passenger fare structure ('the Services'). Diversions or cancellations due to force majeure, including but not limited to technical problems, ATC, bad weather, strikes, reductions of services during public holiday periods (e.g. at Christmas, New Year, Easter) will be deemed to count towards the daily service level. Ryanair reserves the right to substitute aircraft type due to technical considerations including but not limited to maintenance cover or technical problems and such substitute aircraft will be handled by CCIS under the provisions hereof.

(b) Ryanair shall ensure that not less than 375,000 passengers shall be carried on the Services departing from SXB in the twelve (12) month period that terminates on the fifth (5th) anniversary of commencement of the Services and that not less than 500,000 passengers shall be carried on the Services departing from SXB in the twelve (12) month period that terminates on the tenth (10th) anniversary of commencement of the Services

(c) Ryanair shall pay CCIS the following charges in relation to the Services:

- (i) Landing fees and charges:
 - per B.737-800 rotation, currently: €195.21
 - per B.737-200 rotation (inclusive of noise fee), currently: €201.17
- (ii) Lightning Fees (if applicable), per rotation, currently: €39.48
- (iii) 'CUTE' charge, per departing passenger, currently: €0.37

Charges in respect of the above shall be paid monthly in arrears within thirty (30) days of receipt of CCIS's invoice addressed to Accounts Payable at Ryanair's Corporate Head Office address as stated at the head of this Agreement.

In addition, Ryanair shall pay CCIS or permit CCIS to raise a credit note in respect of Airport Terminal/Infrastructure/PR costs incurred by CCIS in accordance with Clause 3(a) below in the amount of Thirty Six Thousand Euros (€36,000.00) per annum per daily frequency of the Services (or pro rata) limited to a total payment relating to a maximum of six such frequencies, such payments being made one (1) month prior to commencement of the Services and thereafter quarterly in advance in respect of the quarters ending 31 March, 30 June, 30 September and 31 December annually throughout the term of this Agreement and are subject to reconciliation during the following quarter should any of the Services be suspended or introduced during the quarter for which payment has already been made or credit allowed.

(d) Ryanair shall collect the following passenger embarkation taxes and charges and/or passenger security taxes in respect of each passenger (excluding infants) departing from SXB on the Services as follows:

- (i) Taxe d'Aviation Civile (IATA code 'FR'), currently at the rate of Three Euros and Ninety Two cents (€3.92)
- (ii) Taxe d'Aéroport (IATA Code 'FR'), to include the provision of 100% HBS, currently at the rate of Four Euros and Fifty Two cents (€4.52)
- (iii) Rédevance Passenger (IATA Code 'QX'), currently at the rate of Seven Euros and Twenty Nine cents (€7.29)

and account for the same to CCIS or the applicable authorities on a monthly basis in arrears

3. Obligations of CCIS

For the term of this Agreement, CCIS shall:

- (a) provide airport terminal/infrastructure services for the Services and such public relations and marketing functions as more particularly set out in Annex A attached hereto
- (b) procure that competent ground handling agents at SXB will contract with Ryanair to provide ground handling for the Services as more particularly set out as Annex B attached hereto at an inclusive price of Four Hundred and Eighty Euros (€480.00) per rotation in the first five year period of the term of this Agreement, Five Hundred and Ten Euros (€510.00) per rotation in the second five year period of the term of this Agreement and Five Hundred and Forty Euros (€540.00) per rotation in the third five year period of the term of this Agreement. CCIS shall ensure the quality of performance of such agents.

- (c) at Ryanair's request, assist Ryanair in its negotiations with fuel suppliers to ensure cost-effective fuel supplies at SXB for aircraft operating the Services
- (d) procure the operation of suitable bus services at modest fares between SXB and each of Strasbourg Baggarsee, Baden Baden and, in the winter season only, a major ski destination nominated from time to time by Ryanair, in each case to co-ordinate with the scheduled departure and actual arrival times of the Services at SXB

4. Force Majeure

Each party hereto shall be absolved from liability to the other to the effect that their performance of their obligations hereunder is prevented by reasons entirely outside their respective control.

5. Disputes, Settlement and Applicable Law

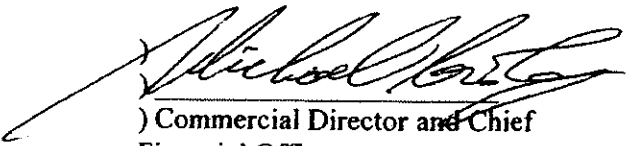
Any matter arising out of this Agreement which cannot amicably be resolved between the parties shall be referred to arbitration of a sole arbitrator agreed between the parties or, failing agreement, one appointed by the President for the time being of the International Air Transport Association. The place of arbitration shall be London, England. English law shall apply to the interpretation of this Agreement or any amendment hereof.

SIGNED for and on behalf of
CHAMBRE DE COMMERCE ET D'INDUSTRIE
DE STRASBOURG ET DU BAS RHIN
by M. RICHARD BURGSTÄHLER

Richard BURGSTÄHLER
Président

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) Président

SIGNED for and on behalf of
RYANAIR LIMITED
by Mr MICHAEL CAWLEY

) 
) Commercial Director and Chief
Financial Officer

SERVICES TO BE PROVIDED BY AIRPORT AUTHORITY

Terminal/Infrastructure

1. Priority parking of Ryanair aircraft in the closest possible vicinity of passenger embarkation/disembarkation gates with at least two stands available for passengers to walk to and from the aircraft
2. All general airport infrastructure, eg. 'CUTE', baggage infrastructure, flight information display, paging and 'FOLLOW ME' vehicles
3. Provision of free branding space to give Ryanair a very visible, 'wall to wall' brand presence both in front of and behind the ticketing and check-in desks and boarding gates used for Ryanair's flights as well as in the baggage reclaim, arrivals and departures area
4. Provision of a car rental desk for a car rental company nominated from time to time by Ryanair if not already in existence at the airport (any costs being for the account of the car rental company)
5. Such other reasonable requirements of Ryanair on an 'ad hoc' basis to ensure that Ryanair can maintain a 25 minute turnaround and to facilitate the appropriate procedures to ensure this can always occur and acting in full compliance with Ryanair's rules and regulations.

PR

6. Ryanair will normally conduct a Press Trip on the route pre-launch to build up PR hype, in which case Airport will provide on-ground services and organise a successful and productive Press Conference which will include both local and national media.
7. On Launch Day, Airport to ensure that sufficient quality TV/Radio journalists are present to report on the incoming and outgoing flight.
8. Ryanair will normally conduct at least four Press Conferences per year at the Airport, and requires the following support from Airport on such occasions:
 - (a) Booking and preparation of venue at Airport
 - (b) Distribution of Invitations
 - (c) Hiring audio/visual equipment if necessary
 - (d) Distribution of Press Releases to all Press (both those present at Press Conferences and absentees)
 - (e) Monitoring of Press Coverage and forwarding Press Clippings to Ryanair.
9. Airport to host, in co-operation with Ryanair representative, two Journalist Familiarisation Trips per year both ex-Airport and ex-UK (max 30 bed nights per year, accommodation, meals and taxis).
10. Airport regularly to distribute Press Releases, at least two per month.
11. Airport to respond to Media queries on a day-to-day basis and forward details of queries to the relevant department at Ryanair.

Sales & Marketing

12. Airport to set-up any meetings with the Airport's travel trade contacts to stimulate Ryanair sales.
13. Airport to host travel agency evenings (at least one per year).
14. Airport to provide sales support and assistance to assist Ryanair during any periodic sales missions in the catchment area of the Airport.
15. Airport to monitor all opportunities for budget advertising (outdoor, newspapers, TV, radio and other) that the Airport sees in their region as a good opportunity for Ryanair. Airport promptly to inform the relevant department in Ryanair of such opportunities.
16. Airport to provide Ryanair sales & marketing personnel with office space and telecommunications facilities at Airport on a complimentary basis during media campaigns.

HANDLING & RELATED SERVICES TO BE PROVIDED BY GROUND HANDLING AGENTS

1. Marshalling if required
2. Provision, placement and removal of chocks
3. Provision of Boeing 737-200 and -800 steps (1 or 2 sets as appropriate)
4. Bussing to/from terminal if necessary
5. Assistance to wheelchair pax (max of 4 per flight - pre-booked with own wheelchairs)
6. Baggage loading and unloading (no cargo)
7. Loading and offloading of company mail
8. Free use of GPU or FEP for up to 1 hour per turnaround if required
9. Air start if required on an ad-hoc basis
10. Provision of immediate advice to Ryanair Operations concerning any conditions which may lead to delays due to ATC, weather, tech, etc., and which may effect performance or schedule reliability
11. Cleaning (in case of passenger sickness only)
12. Toilet and water service upon request free of charge
13. Rubbish bag disposal
14. Load and trim sheet completion
15. Provision of weather folder plus any current applicable 'notams' to crews
16. Free delivery and application of de-icing fluid when required by Ryanair with fluid charged at €2.00 per litre
17. Offloading of baggage of passengers who fail to board the Aircraft
18. Push back if required
19. Forwarding baggage mishandled by airport
20. Provision of B.737-200 and -800 compatible towbar, if required
21. Provision for appropriate fire cover up to a minimum of ICAO Category 6 for B.737-200 aircraft and ICAO Category 7 for B.737-800 aircraft
22. JAR compliant dangerous goods handling
23. Provision of 'hot air blower'/ground conditioning unit to de-ice engine fan blades as necessary
24. Passenger check-in, boarding and disembarkation. No seat allocations. Check-in desk to be open no less than 2 hours (120 minutes) prior to scheduled departure time of each flight. Check-in Deadline: 30 minutes. Flight and waitlist closed 30 minutes prior to scheduled departure time.
25. Check of travel documents (passports, identity cards etc.) at both check-in and departure gates and responsibility for same. Indemnification of Ryanair for any fines or charges levied by any immigration authority where passenger permitted to travel on invalid documentation. (Handling Agents also to ensure that check-in personnel undertake a suitable training programme offered by HM Immigration Service in respect of passengers destined from the United Kingdom).
26. Provision of all traffic documentation and stationery items including boarding passes, baggage identification tags, limited release, 'heavy' tags, etc.
27. Provision of all applicable security, 100% hold baggage screening ('HBS') and reconciliation.
28. Effecting post-departure flight close off procedures in accordance with the instructions of Ryanair.
29. Providing a reservations facility in accordance with the Appendix hereto.
30. Baggage claim processing using World tracer system
31. Cost of low-cost delivery service of bags mishandled by Handling Agents' personnel
32. Provision of low-cost forwarding service for baggage mishandled inbound (delivery costs for Ryanair's account)
33. Provide a reservations facility in accordance with the provisions of the Appendix hereto

Generally, Handling Agent to ensure that Ryanair can maintain a 25 minute turnaround and facilitate the appropriate fuelling and boarding procedures to ensure this can always occur and will act in full compliance with Ryanair's rules and regulations.

Reservations Facility at SXB

- A The Handling Agent will establish and operate a passenger service desk ('walk up' reservation facility) in a prime location in the main terminal of SXB using sufficient trained staff in making reservations and issuing Itinerary/Receipts for the Services and other scheduled flights operated by Ryanair in accordance with the instructions, rules, regulations, rates and tariffs of Ryanair. Such passenger service desk shall be opened no less than two (2) hours prior to the scheduled departure time of each of the Services and shall remain open until actual departure. In case of cancelled or re-scheduled flights, the Handling Agent will notify those passengers booked through them.
- B The Handling Agent shall keep reservation staff adequately trained, once the initial training has been completed. The Handling Agent will pay for travel, meal and accommodation costs of its staff either in Ireland or in the UK but Ryanair will offer free travel to/from its airports on flights operated by Ryanair for such staff, if and when required. Ryanair will perform all the necessary training activities and supply appropriate software at no cost to the Handling Agent.
- C The Handling Agent will pay for computer hardware, telephone, fax and SITA and all equipment maintenance and replacement costs incurred by the Handling Agent in the running of the passenger service desk.
- D The Handling Agent shall not make any refund on fares, charges or any other sums, unless specifically so authorised by Ryanair. If and when so authorised any refund will be made in accordance with such conditions as Ryanair may specify.
- E The Handling Agent will lodge all monies received by credit or debit card on Ryanair's behalf in respect of air transportation on Ryanair's scheduled services and other miscellaneous sales to Ryanair's nominated bank account on a daily basis save that payment made by debit/credit cards shall be lodged daily. Cash sales are not acceptable and no deductions shall be made from sales. All relevant administrative documentation should be sent to Ryanair's accounts department. Should there be any discrepancy between the amounts so lodged and the 'Open Skies' reports for the relevant period, such reports shall prevail and, if insufficient revenue has been lodged, Ryanair may deduct any shortfall from any other amount due to the Handling Agent hereunder.
- F In consideration for the services listed in this Appendix, Ryanair shall pay or allow commission to the Handling Agent at the rate of five (5) per cent of all Ryanair fares (excluding taxes, fees and charges) sold by debit/credit card by the Handling Agent. All invoices for commission on ticket and other sales must be rendered on a monthly basis addressed to Ryanair at Accounts Payable at Ryanair's Corporate Head Office Dublin Airport Co Dublin Ireland.