

Vickery Road, as of the effective date of this Agreement, shall not be forced to relocate from their respective points.

This paragraph (b) shall not apply under the following circumstances: a) an act of nature; b) a strike or labor dispute; c) a reduction in the Company's operations because of a decrease in the available fuel supply or other critical materials due either to governmental action or commercial supplier being unable to meet the Company's demands; d) a revocation of the Company's operating certificate(s), the grounding of a substantial number of the Company's aircraft by governmental action, or a significant reduction in the size of the Company's fleet or schedule beyond current levels; e) a declared or undeclared war or national emergency; f) compulsion by government agency or legislative or court action.

11. The Company shall not perform any regularly scheduled heavy maintenance, with the exception of only B767, B777, B787, B747 and A350 fleets, in a non U.S. location without the Union's approval.

C. Parallel Operations

1. The Company shall not directly or through an Affiliate:

a. Establish any new airline or acquire a Controlling interest in any carrier, which operates jet equipment or jet replacement aircraft with a maximum FAA certificated capacity of **seventy seven (77)** seats or more for the purpose of avoiding the terms of this Agreement. **If the Company, directly or through an Affiliate, establishes any new airline or acquires a Controlling interest in any carrier, which operates jet equipment or jet replacement aircraft, and mainline pilots on the United Airlines pilot seniority list perform revenue flying utilizing such equipment, then all aircraft maintenance work on such aircraft will be performed by Technicians on the United Airlines technician master seniority list in accordance with the provision of Article 1.**

b. Establish any new repair station or acquire a controlling interest in any entity which repairs or maintains aircraft within the United States, except an air carrier, unless employees covered by this Agreement perform the entity's repair or maintenance work.

2. The Company shall not allow its code to be placed on any domestic flight operated by a commuter feeder airline, which is Controlled by the Company or an Affiliate, if the flight utilizes jet equipment or jet replacement aircraft with a maximum FAA certificated capacity of **seventy seven (77)** seats or more. **If the Company allows its code to be placed on any domestic flight operated by a commuter feeder**