CLARK COUNTY
DEPARTMENT OF AVIATION
GROUND HANDLER OPERATING PERMIT
EAST SIDE
MCCARRAN INTERNATIONAL AIRPORT

THIS GROUND HANDLER OPERATING PERMIT, hereinafter "Permit," is granted by Clark County, hereinafter "County, in accordance with Clark County Ordinance 20.04.040 to SWISSPORT USA, INC., hereinafter "Permittee," on this _____ day of ______________, 2009, to grant operational rights and privileges as an airline ground handling company handling airline and cargo flights on the east side, specifically excluding any and all operations at Terminal Two, of McCarran International Airport, hereinafter "Airport" predicated upon Permittee’s acceptance and compliance with the following terms and conditions.

1. **TERM.** The term of this Permit shall be on a month-to-month basis, commencing on **April 1, 2009** and will continue for a period not to exceed **five (5) years**. This Permit may be terminated by either party at any time upon thirty (30) days advance written notice.

2. **USE.** Upon performance of the agreements, provisions, and conditions contained in this Permit, Permittee will have the privilege to use the designated areas of the Airport, as assigned by the Director of Aviation or designee, for the purpose of providing security services, ramp services, passenger services, maintenance services, and aircraft services as described hereinafter and for no other purposes except as may be approved in advance, in writing, by the Director of Aviation or designee.

2.1 **The following services are permitted only at Terminal One and the east side of the Airport excluding, Terminal Two. If Permittee is found performing services stated in this Section at any other location at the Airport, this Permit will be immediately terminated.**

2.1.1 Aircraft Cleaning Exterior, which, for the purpose of this Permit, shall be defined as cleaning of aircraft body, wings, and tail.

2.1.2 Aircraft Cleaning Interior, which, for the purpose of this Permit, shall be defined as cleaning of aircraft cabin area.

2.1.3 Aircraft Lavatory Service, which for the purpose of this Permit, shall be defined as providing all necessary equipment to service, empty, and clean an aircraft’s lavatory facilities.

2.1.4 Potable Water Service, which for the purpose of this Permit, shall be defined as providing all necessary equipment to replenish water tanks with drinking water.
2.1.5 De-Icing Service, which, for the purpose of this Permit, shall be defined as providing all necessary equipment and personnel to de-ice aircraft per carriers specifications.

2.1.6 Passenger Check-In / Customer Service, which, for the purpose of this Permit, shall be defined as providing passengers with assistance in baggage and persons checking-in for departing flights.

2.1.7 Baggage Handling / Bag Make Up, which, for the purpose of this Permit, shall be defined as handling of baggage in the baggage sorting area and prepare for delivery onto flights.

2.1.8 Office Janitorial, which, for the purpose of this Permit, shall be defined as cleaning of assigned Airlines Assigned Areas.

2.1.9 Skycap / Porter Services, which, for the purpose of this Permit, shall be defined as providing personnel to assist Airlines in passenger check-in at the Airline designated skycap podium and to provide passenger baggage assistance in the baggage claim area.

2.1.10 Ramp Handling, which, for the purpose of this Permit, shall be defined as the loading and unloading of baggage and/or cargo, sorting of baggage and/or cargo, and delivery to appropriate baggage carousel for passenger pick-up and/or cargo area.

2.1.11 Aircraft Screening, which, for the purpose of this Permit, shall be defined as the control of access to an aircraft and designated area, search and sealing of aircraft, and security of baggage in the baggage make-up area, as may be mandated by TSA regulations and/or directives.

2.1.12 Ramp Screening, which, for the purpose of this Permit, shall be defined as the control of access to an aircraft on to the ramp area, as may be mandated by TSA regulations and/or directives.

2.1.13 Ticket Counter Baggage Screening Assistance, which, for the purpose of this Permit, shall be defined as delivery of checked baggage from TSA security screening area to requesting airlines baggage makeup area and/or aircraft.

2.1.14 GSE Repair, which, for the purpose of this Permit, shall be defined as minor and/or major maintenance and repair of ground service equipment. These services are to be performed in an area authorized by the Director of Aviation or designee.

2.1.15 Aircraft Maintenance, which, for the purpose of this Permit, shall be defined as major maintenance on exterior aircraft components which require an applicable Federal Aviation Administration (FAA) Airframe and Power Plant (A&P) License. These services are to be performed in an
area authorized by the Director of Aviation or designee. Maintenance services are permitted at Terminal One, Terminal Two and the east side of the Airport.

2.1.16 Remote Passenger Screening, which for the purpose of this Permit, shall be defined as providing personnel to control access to an aircraft and designated area and perform ticketing checks and/or identification checks on behalf of the Airlines and/or the Department of Aviation at the Airport, as may be mandated by TSA regulation and/or directives.

2.2 The following services are permitted only on the west side of the airfield. If Permittee is found performing any other services at this location, without prior written approval, this Permit will be immediately terminated.

2.2.1 Remote Passenger Screening, which, for the purpose of this Permit, shall be defined as providing personnel to control access to an aircraft and designated area and perform ticketing checks and/or identification checks on behalf of the FBO's, Hangar Tenant Groups, as may be mandated by TSA regulations and/or directives.

2.2.2 Potable Water Service, which, for the purpose of this Permit, shall be defined as providing all necessary equipment to replenish water tanks with drinking water.

2.2.3 Permittee agrees that such approved arrangements with FBO's and/or Hangar Tenant Groups, make Permittee subordinate to the terms and conditions of the Master Lease Agreement that the FBO's and/or Hangar Tenant Groups have with the County. Permittee acknowledges that it may only enter into direct contracts with FBO's and/or Hangar Tenant Groups, and not their sublessees. Such arrangements must be approved, in advance, by the Director of Aviation or designee, and are subject to the payment conditions described in Section 5 below. Such approval will consider any mitigating factors, including, but not limited to, space availability, day and time of request and frequency of request. Permission to provide services on the west side may be revoked upon written notice by the Director of Aviation or designee.

2.2.4 Permittee agrees that it will provide two (2) business days advance written notification to Director of Aviation or designee whenever it intends to provide services on the west side of the airfield.

2.2.5 Permittee agrees to make arrangements with the FBO's and/or Hangar Tenant Groups to provide escort service, including but not limited to, escorts to and from the Assigned Areas and while performing the services.

As a Ground Handler, Permittee will ultimately be responsible for all aspects of safety and security related to each airline's operations that Permittee provides services for,
including, but not limited to, providing access to the aircraft for physically challenged passengers as may be appropriate and as required under 49 CFR Part 27, whether or not the aircraft type is specifically excluded from this ruling.

Permittee may enter into arrangements with scheduled air carriers and pre-cleared international carriers for the services, as referenced above. Such arrangements must be approved, in advance, by the Director of Aviation or designee, and are subject to the payment conditions described in Section 5 below. Such approval will consider any mitigating factors, including, but not limited to, space availability, day and time of request and frequency of request. Permission for handling of domestic scheduled air carriers at Terminal One may be revoked upon written notice by the Director of Aviation or designee. Permittee is strictly prohibited from providing services at Terminal Two or to any carrier currently, or in the future, operating in Terminal Two during the term of this Permit.

Permittee agrees that it will provide thirty (30) days advance written notification to Director of Aviation or designee whenever it intends to provide services to any new air carrier or cargo carrier customer.

Permittee agrees to comply with the performance measures, as further outlined in Exhibit “A,” attached hereto and by reference made a part hereof, and as may be further identified by Director of Aviation or designee and mutually agreed to by both parties. Permittee agrees to track its performance and make such reports as Director of Aviation or designee may request from time to time.

Permittee hereby acknowledges and agrees that it shall provide sufficient, qualified personnel to meet the needs of the airlines and the Department of Aviation customers to efficiently deliver the services outlined in this Section and to represent the highest level of customer service at the Airport. Such scheduling shall be made to ensure the operational needs of the Airport, as determined by the Director of Aviation or designee, are met during all operational hours, including, but not limited to, peak operating hours and/or local special events.

Permittee acknowledges and hereby agrees that Permittee shall not perform aircraft maintenance at the Airport or within the Assigned Areas, either major or minor maintenance or repairs, unless Permittee has obtained prior written approval by the Director of Aviation or designee for such activities.

3. **ASSIGNED AREAS.** Permittee will be allowed to provide the services outlined in Section 2 above, only in areas specifically designated by the Director of Aviation or designee, in advance, for such use. These areas, as may be assigned from time to time, shall be referred to as “Assigned Areas” for the purposes of this Permit. **No Assigned Areas have been assigned by the Director of Aviation or designee to the Permittee under this Permit.**

Said area(s) may be re-assigned or otherwise modified from time to time, at the sole discretion of the Director of Aviation or designee, to meet the operational needs of the
Airport. Should Permittee desire a reassignment, Permittee shall request the reassignment, prior to the commencement of any activity, from the Director of Aviation or designee. Failure to comply with this requirement may result in the termination of this Permit.

Future modifications to the Assigned Areas will be accomplished through a Space Use Letter, executed by the Director of Aviation and any specific terms and conditions will be defined in each Space Use Letter. It is hereby understood and agreed that any new space assignments will be under the general terms and conditions as may be needed to meet the operational needs of the Airport, as determined by the Director of Aviation or designee.

It is understood and agreed that any designated area or Assigned Areas, as may be authorized herein above, at the sole discretion of the Director of Aviation or designee, will be done so for the best use of the Airport. Permittee acknowledges that the Director of Aviation or designee will assign the use of any Assigned Areas in a manner to ensure the best utilization of the Airport and available facilities, and that such assignments will be determined at the sole discretion of the Director of Aviation or designee.

Upon reassignment of Assigned Areas or termination of this Permit, howsoever caused, Permittee will vacate any Assigned Areas, as applicable, and return the area to its original condition, normal wear and tear excepted. All material items, whether owned by Permittee or are in Permittee’s custody and control, shall be removed from the Assigned Areas. Any material items left behind by, or on behalf of Permittee, shall be considered abandoned and shall be disposed of accordingly at the sole cost of Permittee.

4. USE OF RAMP AREAS. Permittee acknowledges that the Director of Aviation or designee will assign the use of the ramp areas and that such assignments will be determined at the sole discretion of the Director of Aviation or designee. It is acknowledged by the County that the Permittee may use certain vehicles and equipment in the operation of its business pursuant to this Permit. The use and movement of these vehicles and equipment in, on, and about the ramp areas and any other areas of the Airport covered by the terms of this Permit will be accomplished by Permittee, its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees in accordance with the responsible safety and traffic practices and in accordance with Airport Rules and Regulations and Operating Directives as well as any procedures established by the County or any other governmental agency. When not in use, the vehicles and other equipment will be parked within the assigned areas or other area as specifically instructed by Airport Operations. Permittee will provide the Director of Aviation or designee with a current list of its’ owned or leased automotive equipment to be utilized under this Permit.

5. RENTALS AND FEES. Permittee will pay to the County the following rentals and fees:

5.1 Gross Revenues: Permittee will pay to County the current rate of five percent (5%) of the Gross Revenues derived from all activities and related services provided at the Airport. Said sums are to be paid within fifteen (15) days following the end of the preceding month for which the services were provided.
5.1.1 Gross Revenues shall mean the aggregate amount of the revenue received by Permittee through its operations at the Airport whether or not such sales are paid to Permittee by cash or credit. Permittee will have the right to conduct part of its operation on a credit basis, provided, however, the attendant risk of such operation be borne solely by Permittee. Permittee, for the purpose of this Permit, will report all income, both cash and credit, whether collected or uncollected, in its monthly Gross Revenues statements on the calculation of the percentages due to County thereon. The term shall not include any sales tax or excise tax stated separately and collected from the customer for remittance to the taxing authority, or any other charges on a reimbursable basis as mutually agreed by the Directory of Aviation or designee and the Permittee.

In determining its Gross Revenues, Permittee will first be allowed to deduct any billing it may make to any air carrier and other customers for parts and items obtained for them by Permittee, including any "actual costs" expense incurred by Permittee in obtaining these parts or items. However, if Permittee should bill any air carrier or other customer for a higher rate than the actual cost of the part or item, Permittee will be required to include the excess over the actual cost in computing the Gross Revenues.

5.2 **Landing Fees:** Permittee shall remit to the County the current rate of **One and 01/100 ($1.01) Dollars** per 1,000 pounds, or fraction thereof, of maximum gross landing weight for all its airline customers which do not operate under a direct agreement or operating permit issued by the County, hereinafter referred to as "Non-Permitted Airline Customers." Permittee will assume responsibility for the payment of landing fees for its Non-Permitted Airline Customers. Landing fees shall be collected for all flights and/or landings which shall include, but is not limited to, scheduled operations, cargo operations, training, emergencies, or other similar operations.

5.3 **Passenger Facility Charges (PFCs):** Permittee will pay to County all PFCs for Non-Permitted Airline Customers for every enplaned passenger, which shall not exceed **Four and 50/100 ($4.50) Dollars** per enplaned passenger. Permittee shall be required to report and remit payment for such PFCs no later than fifteen (15) days following the end of the preceding month for which such enplaned passengers were handled.

5.4 **Cargo Fees:** In addition to the landing fees identified in Section 5.2 above, Permittee will pay to County a cargo fee not to exceed **One ($1.00) Dollar** per 1,000 pounds or fraction thereof, of maximum gross landing weight for its cargo customers which do not operate under a direct agreement or operating permit issued by the County. Permittee will assume responsibility for the payment of landing fees and said cargo fees for its cargo customers.
5.5 **Off-Gate Parking Fees:** Permittee shall pay aircraft parking charges for off-gate positions at the following rates:

- Less than six (6) consecutive hours = One Hundred and 00/100 ($100.00) Dollars.
- More than six (6) consecutive hours but less than twelve (12) consecutive hours = Three Hundred and 00/100 ($300.00) Dollars.
- More than twelve (12) consecutive hours but less than twenty-four (24) consecutive hours = Five Hundred and 00/100 ($500.00) Dollars.
- More than twenty-four (24) consecutive hours but less than forty-eight (48) consecutive hours = One Thousand and 00/100 ($1,000.00) Dollars.
- More than forty-eight (48) consecutive hours = One Thousand and 00/100 ($1,000.00) Dollars shall be added for each subsequent twenty-four (24) hour period or any portion thereof.
- Unauthorized use of off-gate parking (per aircraft) = One Thousand and 00/100 ($1,000.00) Dollars.

5.6 **Common Use Ticketing Fees:** **Seventy-Six Cents ($0.76)** per passenger for use of common use ticket counter, baggage make-up area, and skycap baggage tunnel, payable on the fifteenth (15th) day of each month based on the previous month’s passenger activity. Reports of passenger activity will be submitted on forms approved by the Director of Aviation or designee, along with remittance due the County.

5.7 **Common Use Gate Fees:** The current rate of **Two Hundred Eighty and 00/100 ($280.00) Dollars** per turn for narrow body aircraft operations and **Four Hundred and 00/100 ($400.00) Dollars** per turn for wide body aircraft operations for Company’s use of a County gate.

5.8 **Joint Use Fee:** Joint Use Space shall mean the space leased by COUNTY to Permittee and one or more other Tennants, as more particularly set forth in Exhibit B1, or as may by amended from time to time. Company will pay rent at the rate of current rate of **Eighty-Five and 05/100 ($85.05) Dollars** per square foot per annum for space jointly used by the air transportation companies and/or airline servicing companies, allocated as follows: Ninety percent (90%) of the charge for joint use space will be prorated according to the ratio of (i) the number of each air transportation company’s or airline servicing company’s enplaning passengers at the Airport during the most recent month for which such information is available to (ii) the total number of enplaning passengers at the Airport during the most recent month for which such information is available of all air transportation companies and airline servicing companies using joint use space. The remaining ten percent (10%) will be prorated in equal shares among all air transportation companies and airline-servicing companies that use the joint use space and operate flight schedules five or more days per week. One equal ten percent (10%) share shall be further divided on a direct proration basis among the Permitted carriers. Joint Use Formula may also mean such other formula as may be agreed.
upon by a majority of Signatory Airlines using the service or space and approved by COUNTY’s Board of County Commissioners.

5.9 **Baggage Handling System Fees:** The current rate of **Sixty-Eight Cents ($0.68)** per enplaned passenger for use of baggage handling system, including but not limited to, belts, equipment and/or common use baggage make-up areas, payable on the fifteenth (15th) day of each month based on the previous month’s passenger activity. Reports of passenger activity will be submitted on forms approved by the Director of Aviation or designee, along with remittance due the County.

5.10 **Other Rentals and Fees:** Permittee hereby acknowledges that Permittee and its Non-Permitted Airline Customers and cargo customers are subject to the rentals and fees contained in the Airline Rates and Charges Ordinance, as may be amended from time to time. Permittee also acknowledges that the current rental rate for any space that may be assigned to Permittee by the County for its operations within Terminal One shall be the rate as established by County Ordinance, as amended from time to time. This rate is currently established at **E八十-Five and 05/100 ($85.05) Dollars per square foot per year.**

6. **REDETERMINATION OF RENTALS AND FEES.** County retains the right to redetermine the rentals and fees paid by Permittee, from time to time, subject to thirty (30) days prior written notice to Permittee from the Director of Aviation or designee. Due to the fact that similarly situated tenants have different anniversary or other rental adjustment dates, County does not warrant that the rentals and fees will be exactly the same at all times for all similarly situated tenants. At no time during the term of this Agreement, will the adjusted rents and fees exceed the allowable rents and fees charged to other similarly situated tenants. If Permittee does not agree with such redetermined rentals and fees, it has the right to cancel this Permit.

7. **UTILITIES.** Permittee shall be responsible for and will pay all recurring and nonrecurring costs for utilities, whether for installation, service, connections or maintenance thereof, used by Permittee at or upon the Assigned Areas with no responsibility or expense incurred by County. Such payment by Permittee will be made directly to the utility supplier, except that if such utilities should be supplied by the County, then in this event, Permittee will pay those costs to the County upon receipt of invoice therefore. County agrees that any such costs invoiced to Permittee will be based on the rates charged to County by the utility supplier.

8. **METHOD OF PAYMENT AND REPORTS.** Permittee will make all payments by check, made payable to Clark County Department of Aviation, and deliver or mail said payments to the Clark County Department of Aviation, Director of Aviation, P.O. Box 11005, Las Vegas, Nevada 89111-1005, or to such other place as County may direct Permittee in writing.

On or before the 15th of each month, Permittee will submit an activity report to the County for its activities, including but not limited to Non-Permitted Airline and Cargo customers’ passenger, Cargo and Aircraft statistics at the Airport for the preceding
month’s activities on forms acceptable to County, together with a check in payment for Permittee’s operations in accordance with Section 5 above. Such statements will be certified by an officer of Permittee as being correct and true. The statements will include a calculation of the percentage of Gross Revenues, total per customer’s usage fees, and the amount due to County.

Within ninety (90) days after the annual contract date during the term of this Permit and within ninety (90) days after the expiration of the term of this Permit, Permittee will provide County with a detailed statement of Gross Revenues for the previous year’s business operations prepared in accordance with generally accepted accounting principles. Such statements are to be prepared by an independent Certified Public Accountant or the Permittee’s chief financial officer, at the sole discretion of the Director of Aviation or designee, and will include the written opinion of the Certified Public Accountant as to whether these Gross Revenues and monthly payments have been made in accordance with the provisions of this Permit. Should such statements show that the amount paid during the period of review was less than that which was due, Permittee will immediately remit the additional amount to County. Should such statement show that Permittee paid County more than was due, after review and verification by the Director of Aviation or designee, a credit memo will be issued to be applied against future additional rental fees, except that if such should be the case at the end of the last month of this Permit, County will refund the overpayment to Permittee.

Permittee shall also be required to submit all applicable passenger enplanement data reports which may be required by the Federal Aviation Administration (FAA) to ensure that the County receives all entitlement funding, which is based on passenger enplanement and cargo data.

9. LATE FEE. Any payment due by Permittee to the County that is not received within thirty (30) days after the due date will accrue interest at the interest rate of twelve percent (12%) per annum from the due date until paid in full.

10. LETTER OF CREDIT. Permittee agrees to provide to County, an irrevocable Letter of Credit or other form of security acceptable to County, in the amount of Thirty-Nine Thousand and 00/100 ($39,000.00) Dollars which is equal to the highest three (3) months total estimated rentals, fees and charges outlined in Section 5 above, owed to the County as determined at the Director of Aviation or designee’s sole discretion, including, but not limited to, percentage of Gross Revenues, fees and charges, rentals, landing fees, PFCs, cargo fees, badging fees, and parking fees due to County for all of Permittee’s customers activities, combined. Such Letter of Credit will be in the form of an irrevocable Letter of Credit in a format that is acceptable to the Director of Aviation or designee.

County retains the right to redetermine the Letter of Credit from time to time based on the highest three (3) months activity for the previous twelve (12) month period.
In the event Permittee fails to make payments in accordance with the requirements of this Permit, the County has the right to apply the above-referenced Letter of Credit as may be necessary or to exercise any other legal remedies to which it may be entitled.

11. RECORDS AND AUDIT

11.1 Permittee shall maintain accurate and complete financial books, records, accounts, and data of all Permittee's activities pursuant to this Permit and shall keep them available at any time at their principle place of business within Clark County, Nevada, or another location as approved in writing by the CDR, Monday through Friday, 9:00 a.m. to 5:00 p.m., for the inspection by the CDR, or such agents, employees, accountants, or auditors as the Director of Aviation or designee may designate.

11.1.1 In the event that such books, records, accounts, and data are not maintained at Permittee's principal place of business within Clark County, Nevada, as stated herein, Permittee shall be responsible for the transportation and delivery, including any associated costs, of any records requested for inspection to and from a location designated by the CDR.

11.1.2 If Permittee fails to produce such records in Clark County, Nevada, County may at Permittee's expense send its agents, employees, accountants, or auditors to conduct such inspection. Permittee shall reimburse the County for all travel expenses incurred by County to perform the inspection of such records as may be required under this Permit.

11.1.3 Such books, records, accounts, and data shall be maintained in such a way that they are readily auditable, be consistent with Generally Accepted Accounting Principles, and conform to all applicable laws. Such financial records and reports will be kept for a period of five (5) years from the end of Permittee's fiscal year (or longer if required by law) or until the final disposition of any claims or litigation arising out of the performance of this Permit, whichever is longer.

11.2 County reserves the right to require Permittee to implement and maintain an effective internal control system which assures the proper recording and reporting of Gross Revenues and the associated rental fees. Permittee may be required, at County's discretion, to show documentation of its internal control system to CDR for approval prior to commencing operations or in conjunction with any audit, examination, or review as described in Section 11.3.

11.3 The Director of Aviation or designee will at any time have the right to cause an audit, examination, or review of the Permittee's business records and activities pursuant to this Permit to be made by the CDR, or such agents, employees, accountants, or auditors as the Director of Aviation or designee may designate.
11.3.1 Permittee shall retrieve and provide all books, records, accounts, and data within five (5) business days of any request made by CDR, or such agents, employees, accountants, or auditors as the Director of Aviation or designee may designate.

11.3.2 Permittee shall provide responses to any inquiries and/or findings within ten (10) business days of such request throughout the course of such audit, examination, or review.

11.3.3 If Permittee fails to respond and or provide requested information within the required time frame, it shall be considered in default of this Permit. County, as a cumulative remedy, may cancel this Permit under the terms of Section 1 entitled, TERM.

11.3.4 Permittee agrees to provide appropriate work space and access to copiers, fax machines and other office equipment needed in conjunction with such audit, examination, or review without charge to the County.

11.3.5 If as a result of such audit, examination, or review it is determined that the Permittee's Gross Revenues previously reported to County by Permittee are found to be understated in any respect, all associated fees and accrued interest will become due immediately and Permittee will remit any additional payments to the County.

11.3.6 Additionally, if Permittee's Gross Revenues previously reported to County by Permittee are found to be intentionally understated in any respect, or to be understated (either intentionally or unintentionally) by a greater margin than one percent (1%) of Permittee's Gross Revenue for the period under review, Permittee will immediately pay to County the costs associated with such audit, examination, or review, otherwise the cost of such audit will be paid by County.

11.3.7 If such audit, examination, or review discloses any willful or intentional inaccuracies, this Permit, at the option of the Director of Aviation or designee and as a cumulative remedy, may be thereupon canceled or terminated.

12. TAXES, LICENSES, PERMITS. Permittee will promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation and lease of Assigned Areas hereunder. Permittee may elect, however, at its own costs and expense, to contest any such tax, excise, levy, or assessment. Permittee will keep current municipal, state, or federal licenses or permits required for the conduct of its business.

13. WIRELESS APPLICATIONS AND SIMILAR TECHNOLOGIES. Permittee shall not install, deploy, or otherwise engage in the use of any transmitting wireless device, applications, and/or technologies on its Assigned Areas, any portion of the Airport or within the Airport System (regardless of any Exclusive Use, Preferential Use, and/or
Joint Use assignments) without first having obtained the express written permission of
the Director of Aviation or designee. Such wireless applications shall only be for
Permittee’s operational use. At the request of the Director of Aviation or designee,
Permittee will cease operation of a particular device due to interference with another
transmitting device that is deemed necessary for operational and/or life-safety purposes.
County reserves the right to impose a fee for the use of such wireless equipment and/or
charge for any space required for the installation of such equipment, as additional rentals
payable under this Permit, for the use of such area. Permittee shall not have any right to
install any type of wireless device, application, and/or technology at the Airport for
commercial and/or revenue generating purposes.

14. **IMPROVEMENTS.** Any area in which the Permittee is assigned by the Airport, shall be
accepted in its present “AS-IS” condition. Permittee shall not be authorized to make any
improvements or alterations of any kind on or to the Assigned Areas during the term of
this Permit without the prior written approval of Director of Aviation or designee. Any
changes, modifications, or alterations will be at Permittee’s sole cost and expense. Also,
any changes or improvements are subject to Director of Aviation or designee’s prior
written approval. Plans for such improvements are to be submitted to the office of the
Department of Aviation, Assistant Director, Finance, (702) 261-5170, for County’s
coordination and approval.

15. **LIENS.** Permittee shall take or cause to be taken all steps that are required or permitted
by law in order to avoid the imposition of any lien upon the Assigned Areas or any
improvements thereon. Should Permittee cause any improvements to the Assigned Areas, Permittee shall cause
any contract with any contractor, designer, or other person providing work, labor, or
materials to the Assigned Areas to include the following clause:

> “Contractor agrees on behalf of itself, its subcontractors, suppliers, and
consultants and their employees, that there is no legal right to file a lien upon
County-owned property, and will not file a mechanic’s lien or otherwise assert
any claim against County on account of any work done, labor performed or
materials furnished under this contract. Contractor agrees to indemnify, defend
and hold County harmless from any liens filed upon the County’s property and
shall promptly take all necessary legal action to ensure the removal of any such
lien at Contractor’s sole cost.”

However, should any lien be placed on the Assigned Areas or any improvements thereon,
Permittee will cause to be removed any and all liens of any nature including, but not
limited to, tax liens and liens arising out of or because of any construction or installation
performed by or on behalf of Permittee or any of its contractors or subcontractors upon
Permittee’s Assigned Areas or arising out of or because of the performance of any work
or labor to it or them at said Assigned Areas or the furnishing of any materials to it or
them for use at said Assigned Areas. Should any such lien be made or filed, Permittee
will bond against or discharge the same within thirty (30) days after written request by
Director of Aviation or designee.
16. **SUBLEASE AND ASSIGNMENT.** Permittee will not sublease, rent, or permit any person(s), firms or corporations to occupy any part of any Assigned Areas without having first received the written consent of the Director of Aviation or designee therefore. Any arrangements must be in the form of a written instrument and must be specifically for purposes and uses of the Assigned Areas as authorized under this Permit and subject to the provisions of this Permit. Permittee will submit a copy of such in writing at the time of requesting the County’s consent.

This Permit and any rights granted hereunder cannot be transferred or assigned to any other party.

17. **COUNTY’S RESPONSIBILITIES.** In the occupancy of Permittee’s Assigned Areas, as applicable, hereunder, County will provide:

17.1 Existing electrical outlets only in the Assigned Areas.

17.2 Basic power for general area illumination.

17.3 General area heat and air conditioning.

17.4 All building exterior repairs except those caused by negligence on the part of Permittee its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees.

17.5 County shall provide utilities, such as water, sewer and electricity, to the Special Events Facility. Any other utilities, including telephone, that may be required by Permittee shall be at the sole cost and expense of Permittee. Permittee shall be responsible for and will pay all recurring and nonrecurring costs for utilities, whether for installation, service, connections or maintenance thereof, used by Permittee at or upon the Assigned Areas with no responsibility or expense incurred by County therefore. Such payment by Permittee will be made directly to the utility supplier, except that if such utilities should be supplied by the County, then in this event, Permittee will pay those costs to the County upon receipt of invoice therefore. County agrees that any such costs invoiced to Permittee will be based on the rates charged to County by the utility supplier.

18. **PERMITTEE’S RESPONSIBILITIES.** In the occupancy of Permittee’s Assigned Areas, as applicable, hereunder, Permittee will provide:

18.1 Any modifications or connections to existing heating, air conditioning, plumbing, and electrical systems as required by Permittee, including the payment of connection fees and any recurring periodic charges. All installations or alterations which have been approved by the Director of Aviation or designee, will be in accordance with the Airport Tenant Improvement Manual, applicable code, Airport Rules and Regulations and Operating Directives, and all other applicable governmental rules and regulations and building codes.
18.2 Telephone systems, including the payment of connection fees and any recurring periodic charges.

18.3 Interior walls.

18.4 Additional illumination or decorative lighting.

18.5 Teletype or computer system, including the payment of installation, maintenance, and utility charges therefore.

18.6 Electrical power for additional elements based on general power rates established by County’s Energy Management Section. However, County may require the installation of a meter by Permittee so that Permittee may become a direct customer of Nevada Power Company. Permittee will be responsible for the payment of connection fees and any recurring periodic charges.

18.7 Furnishings and equipment.

18.8 Repair, maintenance, and janitorial for the Assigned Areas. If Permittee fails to perform its obligations under this subsection, County may do so after reasonable notice and recover its entire cost plus a fifteen percent (15%) administrative charge from Permittee.

18.9 Permittee agrees to routinely inspect any and all operating areas and/or Assigned Areas, whether owned, operated, maintained, or otherwise under the control of the Permittee, that is used by Permittee in the conduct of its business at the Airport, for any damage that may exist and/or repairs that may be required. Permittee shall report any such findings to the County, through the Airport Control Center, within two (2) hours of its inspection, unless otherwise deemed to require an immediate response or an emergency. Upon Permittee’s inspection and subsequent notification to County, Permittee will not utilize such facilities and Permittee will also block off the area with safety cones or other similar safety devices to keep the public from entering the area that requires attention, maintenance, or repair. Permittee shall accept full liability for its use of the area.

18.10 Permittee will be responsible for the removal and disposal of garbage, debris, contaminants, and any other waste material (whether solid or liquid) arising out of its occupancy of the Assigned Areas or out of its operation. Such removal will conform with all governmental requirements and regulations.

18.11 Permittee recognizes the importance of customer service in the Las Vegas Community and the traveling public. As such, Permittee will have appropriate personnel available to meet its operational needs and to handle its customers and provide a high level of customer service. Permittee shall also provide sufficient personnel to handle peak operating hours and any delays or other similar emergencies that may arise from time to time.
19. **INDEMNIFICATION.** Permittee agrees to indemnify, defend and hold the County forever harmless from and against all liability, loss, demand, judgments or other expense (including, but not limited to, defense costs, expenses and reasonable attorney fees) imposed upon County by reason of injuries or death of persons (including wrongful death) and damages to property alleged to be caused during or because of Permittee’s use or occupancy of Airport property or the Assigned Areas or any actions or non-actions of Permittee, its employees, agents and representatives, contractors and suppliers, and independent contractors, including movement of aircraft or vehicles, provided however, that such indemnity will not apply as to any negligent act or omission solely that of County, its employees, agents or representatives. These duties shall apply whether or not the allegations are found to be true.

20. **INSURANCE REQUIREMENTS.**

20.1 Permittee agrees to furnish and maintain satisfactory evidence of insurance as required herein or as may be required by the Department of Aviation prior to commencement of any permitted operation at the Airport.

20.1.1 Comprehensive Commercial Aviation General Liability Insurance, including products liability, for claims of property damage, personal injury, bodily injury or death allegedly resulting from Permittee’s activities on the Airport in an amount not less than One Million ($1,000,000) Dollars per occurrence, combined single limit, minimum aggregate, if any, of Two Million ($2,000,000) Dollars.

20.1.2 Automobile Liability Insurance in an amount adequate to cover automobile insurance on the Airport in an amount not less than Five Million ($5,000,000) Dollars per person, per occurrence, combined single limit.

20.1.3 Permittee will furnish acceptable certificates of insurance for each Non-Permitted Airline Customer and cargo carrier handled by Permittee evidencing no less than One Hundred Fifty Million ($150,000,000) Dollars of Commercial General Liability Insurance. At the time Permittee notifies the County of its arrangements to handle new air carriers and cargo carriers, Permittee will furnish the County acceptable certificates of insurance meeting the coverage and additional insured requirements of this Section 20.

20.2 Clark County, its officers, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities by or on behalf of the named insured. Copies of such certificates are to be provided to the Director of Aviation or designee.

20.3 Each insurance policy supplied by Permittee must be endorsed to provide that the coverage will not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the
Director of Aviation. This notice does not waive the insurance requirements contained herein.

20.4 Best Key Rating: The rating of the insurance operator's financial strength shall be "A-VIII" or stronger, as published in the latest Best's Key Rating Guide, and shall be fully disclosed within the certificates of insurance.

21. RULES AND REGULATIONS. Permittee hereby agrees to be bound in the operation of its service at the Airport by all Airport Rules and Regulations, Airport Tenant Improvement Manual, Operating Directives, Airport Environmental Compliance Handbook, Airport Security Program, Nevada Revised Statutes, County Ordinances or other such governmental regulations, whether municipal, state, or federal, including, but not limited to, all environmental laws, and will immediately, upon request, verify compliance to any such requirement. Permittee must adhere to the Airport Rules and Regulations and Operating Directives, as may be amended from time to time. Permittee agrees to be subject to any fines and/or administrative assessment or penalties resulting from violations of any Rules and Regulations and Operating Directives. Permittee will keep current municipal, state, or federal licenses or permits required for the conduct of its business, if any.

22. STANDARDS OF OPERATION. Permittee will, in and about the Assigned Areas and elsewhere upon the Airport, exercise reasonable control over the conduct, demeanor and appearance of its employees, invitees, agents, representatives, contractors, subcontractors, and suppliers, and their conduct shall be in an orderly and proper manner so as not to annoy, disturb or be offensive to others. All employees of the Permittee must conduct themselves at all times in a courteous manner toward the public and at all times act in accordance with the Airport Rules and Regulations and/or Airport Operating Directives. Upon objection from Director of Aviation or designee to Permittee concerning the conduct, demeanor or appearance of such persons, Permittee will, within a reasonable time, remedy the cause of the objection.

23. USE OF EQUIPMENT. All equipment to be used in the operation of Permittee's business at the Airport will be in excellent, safe running condition and will be kept in a neat and clean manner at all times. All equipment will be operated by Permittee and its employees, agents and/or representative in a safe and orderly manner at all times. Upon objection from the Director of Aviation or designee to Permittee concerning the operation of such equipment or the unsafe and unclean condition of the equipment, Permittee will immediately remedy the cause of the objection.

Permittee agrees to submit fourteen (14) days after initial operation and every July 1st thereafter, and inventory of all equipment used in the operation of the Permittee's business at the Airport. Such inventory report shall include, but is not limited to: 1) where such equipment was obtained from, include all applicable serial and/or inventory numbers; 2) the dispensation of any equipment that was included on a previous report and that is no longer in service; 3) the date such equipment is placed in service and/or removed from service; and any related inventory or serial numbers for such equipment.
24. SIGNAGE AND ADVERTISING. Permittee will not erect, install, operate, or cause or permit to be erected, installed or operated in or upon the Airport, except as provided below, any signs or similar advertising devices for its own business. County reserves all rights to establish any advertising signs located on the Assigned Areas or Airport property.

Any identifying signs attached to the Assigned Areas will require the prior written approval of the Director of Aviation or designee. Such written consent may consider factors including, but not limited to, size, type, content, and method of installation.

Permittee will not commission, install, or display any third party advertising without the written approval of the Director of Aviation or designee. Such advertising shall be subject to standard airport advertising fee schedule and shall be in conformance with the Airport Advertising Policy.

Permittee will not commission, install, or display any work of art without the prior written approval of the Director of Aviation or designee and without a full written waiver by the artist and all rights under the Visual Artists Rights Act of 1990, U.S.C. (Sections 106A and 113).

The parties acknowledge and agree that County retains all rights to billboard sign sites, which may presently, or in the future, exist upon Assigned Areas.

25. AIRPORT SECURITY PROGRAM. Permittee must obtain Airport badging for its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees requiring access to the Airport Terminal Building, Sterile Areas, Secured Area/SIDA, or other security areas as may be identified in the Airport Security Program, and pay any and all related costs associated with this privilege. Said badges will only be valid for the period of this Permit and must be returned to the Airport Badging Office within twenty-four (24) hours or the next business day after expiration or suspension and/or termination of this Permit.

Permittee covenants that it will at all times maintain the integrity of the Airport’s Security Program and 49 CFR Parts 1500, 1520, 1540, 1542, 1544, 1546, 1548, and 1550 as promulgated, including but not limited to the Airport Security Training Handbook, and that it will always maintain the security of the Airport and/or any airfield access which Permittee maintains. Permittee hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for badging for any and all of its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees. Permittee also hereby agrees that it shall also be responsible for any and all of the actions of its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees and shall provide any and all necessary escorts, as outlined in the Airport’s Security Program, at all times. Permittee also hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), Airport or other government agency.
Should Permittee, its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees cause any security violation, and should County be cited for a civil penalty for such security violation, Permittee agrees to reimburse County for any monetary civil penalty, which may be imposed by the TSA or other government agency. Permittee will have badge/access privileges immediately suspended and/or revoked by the Airport Security Administrator for failure to adhere to the Airport Security Program or for failure to return all badges within the time frames specified herein. Such actions may also result in the immediate termination of this Permit, at the sole discretion of the County.

26. **BADGING.** In accordance with the Airport Security Program, Permittee must obtain Airport security badging and fingerprinting for their eligible employees and pay the related costs. Permittee shall pay to County those rates and fees as described in Section 6. Permittee must obtain Airport badging for its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, sublessees and/or other representatives, and pay any and all related costs associated with this privilege. Said badges will only be valid for the period of this Permit and must be returned to the Airport Badging Office within twenty-four (24) hours or the next business day after expiration or suspension and/or termination of any employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, sublessees and/or other representatives, and/or the suspension and/or termination of this Permit. In the event the Permittee, its employees, agents, vendors, suppliers, service providers, contractors, subcontractors, officers, and directors fails to return such badges upon cessation of employment or other similar circumstances, and/or any cause of action that either singularly or collectively would require Airport to re-badge all currently badged Airport personnel, as required by TSA Regulations and the Airport’s Security Plan, Permittee shall bear the total cost of such re-badging process.

27. **FUELING CONSORTIUM.** Permittee will be subject to satisfactory payment arrangements with the Airport’s fueling consortium. Permittee will use best efforts to ensure that payments are made to the Airport’s fueling consortium in a timely manner.

28. **EMPLOYEE PARKING.** Parking for Permittee’s employees and its Non-Permitted Airline Customers’ employees working at the Airport may be available in a parking area as determined by the Director of Aviation or designee at rates equal to those paid by other Airport tenants. Said parking rates may be modified from time to time at the discretion of the Director of Aviation or designee. Permittee must provide County with the names of eligible employees and make arrangements for monthly invoicing for the charges. Permittee shall contact the Airport Parking Office, (702) 261-5186, regarding the requirements of this Section.

29. **ENVIRONMENTAL COMPLIANCE.** Permittee hereby agrees to be bound in the operation of its service at the Airport by all Airport Rules and Regulations, Operating Directives, Airport Environmental Compliance Handbook, Airport Tenant Improvement Manual, Nevada Revised Statutes, County Ordinances or other such governmental regulations, whether municipal, state, or federal, including, but not limited to, those that deal with hazardous material and/or the regulation of protection of the environment,
including the ambient air, ground water, surface water, and land use, including sub strata land. Permittee will immediately, upon request, verify compliance to any such requirement, which may be amended or otherwise modified from time to time.

Permittee will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Assigned Areas, or transported to and from the Assigned Areas, by Permittee, its sublessees, their agents, employees, contractors, subcontractors, invitees or a third party in violation of any environmental rules, regulations, ordinances, or laws.

If the presence of any hazardous material on, under or about the Assigned Areas caused or permitted by Permittee results in any contamination of the Assigned Areas, Permittee will promptly take all actions, at its sole cost and expense, as are necessary to return the Assigned Areas to the condition existing prior to the introduction of any such hazardous material to the Assigned Areas. Permittee will take all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination as is presently or subsequently discovered on or under the Assigned Areas as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Assigned Areas into compliance with all environmental requirements. Such procedures are subject to:

29.1 Prior approval of Director of Aviation or designee, which approval will not be unreasonably withheld. Permittee will submit to Director of Aviation or designee, a written plan for completing all remediation work. Director of Aviation or designee retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice.

29.2 Such actions of remediation by Permittee will not potentially have any material adverse long term effect on the Assigned Areas in the sole judgment of Director of Aviation or designee.

30. ENVIRONMENTAL POLICY.

30.1 VIOLATION OF ENVIRONMENTAL LAWS

Permittee will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Assigned Areas, or transported to and from the Assigned Areas, by Permittee, its sublessees, their agents, employees, contractors, subcontractors, invitees or a third party in violation of the Environmental Laws, as defined herein, or the Airport Environmental Directive as it now exists or as may be modified from time to time.

30.1.1 Director of Aviation or designee will have access to the Assigned Areas to inspect same to insure that Permittee is using the Assigned Areas in accordance with environmental requirements.
30.1.2 Upon request of Director of Aviation or designee, Permittee will conduct such testing and analysis as necessary to ascertain whether Permittee is using the Assigned Areas in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by Permittee and subject to Director of Aviation or designee’s reasonable approval. Copies of such reports from any such testing will be provided to Director of Aviation or designee.

30.1.3 Permittee will provide copies of all notices, reports, claims, demands, or actions concerning any environmental concern or release or threatened release of hazardous materials or special wastes to the environment.

30.2 CONTAMINATION OF ASSIGNED AREAS

If the presence of any hazardous material on, under, or about the Assigned Areas caused or permitted by Permittee results in any contamination of the Assigned Areas, Permittee will promptly take any and all actions, at its sole cost and expense, as are necessary to return the Assigned Areas to the condition existing prior to the introduction of any such hazardous material to the Assigned Areas. Permittee will take any and all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination as is presently or subsequently discovered on or under the Assigned Areas as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Assigned Areas into compliance with all environmental requirements. Such procedures are subject to:

30.2.1 Prior approval of Director of Aviation or designee, which approval will not be unreasonably withheld. Permittee will submit to Director of Aviation or designee a written plan for completing all remediation work. Director of Aviation or designee retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice.

30.2.2 Such actions of remediation by Permittee will not potentially have any material adverse long term effect on the Assigned Areas in the sole judgment of Director of Aviation or designee.

30.3 COMPLIANCE WITH ALL GOVERNMENTAL AUTHORITIES

Permittee will promptly make all submission to, provide all information to, and comply with all requirements of the appropriate governmental authority under all Environmental Laws, as defined herein, or the Airport Environmental Directive as it now exists or as may be modified from time to time.

30.3.1 Should the Government determine that a site characterization, site assessment, and/or cleanup plan be prepared or that a cleanup should be
undertaken because of any spills or discharges of hazardous materials at the Assigned Areas which occur during the term of this Permit then Permittee shall (at its own expense) prepare and submit required plans and financial assurances, and carry out the approved plans. At no cost or expense to County, Permittee will promptly provide all information requested by Director of Aviation or designee to determine the applicability of the Environmental Laws to the Assigned Areas, or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

30.3.2 Permittee’s obligations and liabilities under this provision will continue so long as County bears any responsibility under the Environmental Laws for any action that occurred on the Assigned Areas during the term of this Permit.

30.3.3 This indemnification of County by Permittee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material located on the Assigned Areas or present in the soil or ground water on, under or about the Assigned Areas.

30.3.4 The parties agree that County’s right to enforce Permittee’s promise to indemnify is not an adequate remedy at law for Permittee’s violation of any provision of this Permit. County will also have the rights set forth in Section 30.4, entitled COUNTY’S TERMINATION RIGHTS FOR VIOLATION OF ENVIRONMENTAL LAWS, of this Permit in addition to all other rights and remedies provided by law or otherwise provided in this Permit.

30.4 COUNTY’S TERMINATION RIGHTS FOR VIOLATION OF ENVIRONMENTAL LAWS

30.4.1 Permittee’s failure or its sublessees, their agents, employees, contractors, subcontractors, invitees or the failure of a third party to comply with any of the requirements and obligations of this Permit or applicable Environmental Laws will constitute a material default of this Permit and will permit County to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Permit, to which County may resort cumulatively, or singularly, in the alternative.

30.4.2 County may, at County’s election, keep this Permit in effect and enforce all of its rights and remedies under this Permit, including (i) the right to recover rent and other sums as they become due by the appropriate legal action and/or (ii) the right, upon ten (10) days written notice to Permittee, to make payments required of Permittee or perform Permittee’s
obligations and be reimbursed by Permittee for the cost thereof, unless such payment is made or obligation performed by Permittee within such ten (10) day period.

30.4.3 Notwithstanding any other provision in this Permit to the contrary, County will have the right of "self help" or similar remedy including access to the Assigned Areas in order to minimize any damages, expenses, penalties, and related fees or costs, arising from or related to a violation of environmental law on, under, or about the Assigned Areas.

30.5 DEFINITIONS

30.5.1 The term "Environmental Laws," whenever used herein, means any one or all of the laws and/or regulations of the Environmental Protection Agency or any other federal, state, or local agencies, including, but not limited to, the following as the same are amended from time to time:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)

TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)

SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)

CLEAN WATER ACT (42 U.S.C. Section 1251 et seq.)

CLEAN AIR ACT (42 U.S.C. Section 7401 et seq.)

SANITATION (Nevada Revised Statutes, Chapter 444)

NEVADA WATER POLLUTION CONTROL LAW (Nevada Revised Statutes 445.131 through 445.399)

HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) (29 CFR, Sections 1910 and 1926)

and regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the federal, state, or local government) now in effect or hereafter enacted that deal with the
regulation or protection of the environment, (including, but not limited to, ambient air procedures and records detailing chlorofluorocarbons [CFC]), ambient air, ground water, surface water and land use, including sub-strata land.

30.5.2 The term "Hazardous Material," whenever used herein, means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined within the following:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)

HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 1801 et seq.)

and all present or future regulations promulgated thereto.

DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101) and amendments thereto.

ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)

TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780)

and all present or future regulations promulgated thereto.

All substances, materials, and wastes that are, or that become, regulated under, or that are, or that become classified as hazardous or toxic under any environmental law, whether such laws are federal, state, or local.

31. **NOTICES.** All notices, requests, consents and approvals under this Permit will be served or given only by certified or registered mail, except in cases of emergency, in which case they will be confirmed by certified or registered mail.

Notices intended for County will be addressed to:

Clark County, Nevada
Director of Aviation
P.O. Box 11005
Las Vegas, Nevada 89111-1005
or to such other address as may be designated by County by written notice to Permittee.

Notices intended for Permittee will be addressed to:

Mr. George Hogan  
Vice President Sales  
SWISSPORT USA, INC.  
45025 Aviation Dr., Suite 350  
Dulles, VA 20166-7557

PHONE: (703) 742-4340  FAX: (703) 742-4321

or to such other address as may be designated by Permittee by written notice to County.

32. The Director of Aviation or designee has the authority to act on behalf of the Board of County Commissioners for all purposes of this Permit, including the ability to terminate this Permit as set forth herein.

This Ground Handler Operating Permit and all rights and obligations hereunder are subject to the approval by the Board of County Commissioners of Clark County.

IN WITNESS WHEREOF, County and Permittee have executed these presents the day and year first above written.

CLARK COUNTY, NEVADA

BY: ____________________________
RANDALL H. WALKER  
Director of Aviation

SWISSPORT USA, INC.

SIGN: ____________________________
PRINT: Richard van Beugem  
TITLE: President

APPROVED AS TO FORM:
David Roger, District Attorney

BY: ____________________________
(Deputy)
EXHIBIT A

PERFORMANCE MEASURES AND SCOPE OF SERVICES

1.1 GENERAL

It is the intent of the County to provide world-class aviation services to its customers that utilize Terminal One at McCarran International Airport.

" Permittee shall furnish all management, labor, and supplies necessary for the efficient and effective operation of services included in this Permit.

" Permittee shall be responsible to plan, develop, coordinate, manage, and operate the services in accordance with this Permit in order to enhance customer services at the Airport.

" Permittee shall submit, upon request by the Director of Aviation or designee, its policies and procedures manual and have such manual approved by the Director of Aviation or designee including any material changes thereto approved prior to implementation.

" The Director of Aviation or designee will have the right to establish reasonable rules and regulations and/or operating directives and Permittee agrees to comply with such regulations.

" Permittee shall furnish its employees working at the Airport with standardized uniforms as approved by the Director of Aviation or designee. Such uniforms shall be of a color and style distinct from the County employees and shall be representative of world-class and/or high standard of operation. In addition to the required County identification badging, each employee will wear a uniform name tag identifying the employee, the service being provided and the Permittee’s name, and in the case of supervisors, their specific job title. All of the Permittee’s employees must wear their uniforms at all times while performing services under this Permit.

" Permittee shall be fully responsible for the acts or omissions of its agents, employees, contractors, subcontractors, or their agents or employees; or any other persons performing services under this Permit.

" Employees shall be instructed to park in an area designated by the Director of Aviation or designee at the rates set forth by the Department of Aviation, and shall be appropriately badged in accordance with governing regulations.

1.2 START-UP

Permittee shall be responsible for preparing and managing an orderly and effective transition and start up of the services under this Permit. This may include, but is not limited to, assisting the
County with the physical development of the Assigned Areas, meeting with the previous service provider(s) and County staff, and placement of fixtures and equipment for Permittee’s operations at the Airport.

1.3 SAFETY

Permittee shall be responsible for implementing an aggressive Accident Prevention and Safety program to be used by staff. First aid supplies as well as fire extinguishers must be available for use as necessary. Permittee shall be responsible for training all employees on the use of all emergency, fire equipment, and environmental hazards and be cognizant of the locations of all such equipment and/or materials. All accidents and incidents involving employees shall be verbally reported to the Director of Aviation or designee immediately, followed by written confirmation of the same containing all pertinent information and in a form approved by the Director of Aviation or designee, within twenty-four (24) hours of the incident.

1.4 PERSONNEL POLICIES AND PROCEDURES

Personnel relations of employees on the Permittee’s payroll shall be the responsibility of the Permittee.

- Permittee will employ, train, schedule and assign management and supervisory personnel to sufficiently and competently perform daily management, supervision, record keeping, and customer service duties associated with the efficient and effective operation of the services to be provided under this Permit. All such persons will be selected and assigned based on the highest level of competency, honesty, and courteous service available to operator through diligent recruiting, selection, and training.

- There shall be at least one employee designated as a supervisor on duty during all hours of operations.

- All personnel employed by Permittee to provide services under this Permit shall be fully qualified and licensed under federal, state, and local laws to perform such services.

- Permittee shall remove from its employ in the performance of this Permit, any employee who, in the reasonable opinion of the Director of Aviation or designee, conducts himself or herself improperly, is not qualified or is not licensed to perform the required services.

- Permittee will ensure that employees assigned to perform the services of this Permit:

  1) Are bonded against theft, embezzlement, and other losses of customer personal property and/or property of the County;
  2) Are familiar with the duties and responsibilities of Permittee under this Permit;
  3) Are alert, attentive and responsive while on duty;
  4) Do not commit any act, which may bring discredit upon the County;
5) At all times exercise prudent, mature judgment in taking whatever action is necessary to protect the property of the County and the customer and to ensure normal, efficient operations;
6) Maintain a valid Nevada State Driver’s License appropriate for the types of vehicles being driven (Minimum of Class “C”), as applicable;
7) Obey all traffic laws, rules and regulations and/or operating directives of the County at all times.

Permittee shall ensure that all supervisory personnel assigned to perform the services under this Permit:

1) Are trained, experienced, and of mature judgment;
2) Have authority, responsibility, and are able to provide direction to and exercise control over employees;
3) Are available for immediate response and will respond to all calls for assistance;
4) Are known to the employees and conduct frequent inspections to ensure that posts, stations, and work areas are properly staffed with qualified employees and areas are kept clean.

To ensure staffing and proper ratios are adhered to, Permittee shall submit copies of employee work schedules for approval of the Director of Aviation or designee, when requested.

All management and staff personnel of Permittee shall present a professional, positive, pleasant, and courteous attitude. All employees will act in a courteous and helpful manner at all times with all customers and all other employees.

Employees will be considered courteous if they meet the following standards:

1) Provide a friendly and professional greeting to all customers whenever and wherever they make contact.
2) Display a positive attitude toward passengers and fellow employees.
3) Maintain a friendly and attentive demeanor and good posture at all times.
4) Remain calm when encountering an upset customer, listen carefully, and show empathy to the problem.
5) Speak English clearly and understandably without using slang.
6) Never use foul or inappropriate language at any time in any public area.
7) Use proper and courteous vocabulary with customers. Do use words such as “please,” “yes,” “hello” and “thank you” (or language equivalent).
8) Smile and maintain appropriate eye contact and tone of voice while conversing with customers as well as fellow employees.
9) Respond to customers in areas that may not be within their specific job scope.
10) Do not gather together to chat while on duty.
11) Do not eat or smoke at their workplace in view of customers.
12) Do not chew gum, eat, or drink in public areas, other than those designated.
13) Be always identifiable as Permittee’s personnel.
14) Do not nap or sleep while on duty.
15) Present a well-groomed, neat, clean, and conservative professional appearance.
16) Wear only appropriate accessories.
17) Wear nametag or appropriate identification at all times.
18) Uniform is consistent for the type of job being performed and is neat and clean.
19) Convey information using clearly understandable terms and provide accurate information to customers.
20) Obtain assistance to resolve customers’ questions or problems if language barriers arise.

1.5 WORK AREA STANDARDS

Permittee shall be responsible for ensuring that their work areas are maintained in a neat, safe, and professional manner. This shall include, but is not limited to, the following:

- Counters are neat and clean with no graffiti.
- Workspaces appear uncluttered.
- Employee’s personal belongings are not visible.
- No unauthorized postings.
- Handwritten, unprofessional, or unauthorized signs not used.
- Wastebaskets are not overflowing and floor area is generally clean.
- Supplies and equipment are stored out of sight of customers when not in use.
- All inoperable and/or derelict equipment will be removed from the Airport.
- Baggage claim office is staffed for every arriving flight.
- Ticket Counter and Gatehold areas are properly staffed for every flight. This shall include sufficient personnel to manage ticket counter and associated lobby lines to minimize customer queuing times.
- Unclaimed baggage is moved to a storage area within a reasonable time after flight has cleared.
- Baggage carts are returned to their proper storage areas.
- Wheelchairs are returned to their proper storage areas.

1.6 DETAILED SERVICES
Permittee shall provide the following detailed services for its customers under this Permit:

Section 1  Representation and Accommodation

✓ If required, arrange guarantee or bond to facilitate the Carrier’s activities.

✓ Liaise with local authorities.

✓ Indicate that Permittee is acting as the handling agent for the Carrier.

✓ Inform all interested parties concerning movements of the Carrier’s aircraft.

✓ As mutually agreed, effect payment, on behalf of the Carrier, including, but not limited to:
  1) Airport, customs, police, security and other charges relating to the services performed.
  2) Cost for provisions of bond guarantee.
  3) Out-of-pocket expenses, accommodation, transport, etc.

✓ Provide office space for Carrier’s representative(s).

✓ No person shall have to wait more than thirty (30) minutes after calling for wheelchair service during peak times. This minimum shall be reduced to fifteen (15) minutes during non-peak times.

✓ Provide sufficient number of ticket check personnel to maximize the throughput at each checkpoint during peak operations.

✓ Provide sufficient number of wheelchair personnel to meet the peak demands for such service during peak operations.

Section 2  Supervision and Administration

✓ Attend at the Airport as necessary to supervise and coordinate the ground handling services contracted by County and the Carrier with third party(ies).

✓ Cooperate with County and the Carrier’s designated representative, as required.

✓ Ensure that County is timely informed about operational data, including alternations of Permittee and Carrier’s operations.

✓ Ensure that prompt notification of the Carrier’s requirements is given to all interested parties, including County.
→ Check availability and preparedness of staff, equipment, supplies, and services of Permittee to perform the ground handling services.

→ Check preparation for documentation.

→ Check that all loads, including necessary documents, will be ready in time to be loaded on the flight.

→ Meet aircraft upon arrival and contact crew.

→ Receive briefing from crew and give information about irregularities, changes in schedule or other matters.

→ Supervise and coordinate the ground handling services, deciding non-routine matters, as required.

→ Check dispatch of operational messages.

→ Check tracings of baggage, cargo, mail and lost and found articles. Follow up, if necessary.

→ Note irregularities in station log and inform the Carrier’s designated representative in accordance with the relevant directives.

**Administrative Functions**

→ Establish and maintain local procedures in accordance with County and the Carrier’s requirements.

→ As required, take action on all communications addressed to the Carrier.

→ Prepare, forward, and file reports/statistics/documents and perform any other administrative duty that may be required by County and the Carrier.

→ Prepare the following monthly reports:
  1) Report of Gross Revenues;
  2) Number of passengers serviced, by airlines, including point of pick-up and point of delivery;

Other reports as may be requested by Director of Aviation or designee.

→ Maintain the Carrier’s manuals, circulars, etc., connected with the performance of the services.

→ Check and sign on behalf of the Carrier invoices, supply orders, handling charge notes, work orders, etc., as agreed with the Carrier.

→ Permittee shall provide appropriate break areas for its employees which are out of the
view of public.

- Make available all employees training and safety records, including, but not limited to, security and/or wheelchair operation training, upon request by Director of Aviation or designee.

Section 3  Load Control, Communications, and Departure Control System

Load Control
- Convey and deliver flight documents between the aircraft and appropriate airport buildings.

- Prepare, sign, distribute, clear, and file, as appropriate, documents, including, but not limited to, loading instructions, load sheets, balance charts, captain’s load information and manifests, in accordance with local or international regulations or as reasonably required by the Carrier.

- Compile and dispatch statistics, returns and reports, as mutually agreed.

Communications
- Compile and dispatch and receive all messages in connection with the services performed by Permittee, using the Carrier’s originator code or double signature procedure, as applicable. Inform the Carrier’s representative of the contents of such messages. Charges for transmitting messages may be recharged to the Carrier.

- Maintain a message file containing all above-mentioned messages pertaining to each flight for ninety (90) days.

- Provide and operate suitable means of communication between the ground station and the Carrier’s aircraft.

Departure Control System (DCS)
- Provide and operate equipment and facilities to allow the Handling Permittee access to the Carrier’s DCS, as mutually agreed.

- Access the following facilities in the Carrier’s DCS: Training program, check-in, boarding control, baggage reconciliation, baggage tracing, load control, and other services, as mutually agreed.

Section 4  Unit Load Device (ULD) Control

Handling
- Provide or arrange for suitable storage space for ULDs, as mutually agreed.
Apply correct storage and handling techniques in accordance with the Carrier’s requirements.

Take appropriate action to prevent theft or unauthorized use of, or damage to the Carrier’s ULDs in the custody of the Handling Company. Notify the Carrier immediately of any damage to or loss of such items.

Administration

Take physical inventory of ULD stock and maintain a stock record. Compile and dispatch ULD Control Messages (UCM), according to UCM procedure. Compile and dispatch Stock Check Messages (SCM), as mutually agreed.

Prepare ULD exchange control for all transfers of ULDS and obtain signature(s) of the transferring and receiving carrier(s) or approved third parties and distribute copies according to the Carrier’s instructions.

Handle lost, found and damaged ULD matters and notify the Carrier of such irregularities.

Section 5  Passengers and Baggage

General

Inform passengers and/or public about time of arrival and/or departure of Carrier’s aircraft and surface transport. Update and maintain current FIDS and BIDS displays / information to accurately reflect current operations.

Make arrangements for stopover, transfer, and transit passengers and their baggage and inform them about services available at the Airport.

When requested by the Carrier, provide or arrange for special equipment, facilities and specially trained personnel, as available, for assistance to unaccompanied minors, disabled passengers (according to ADA standards), VIPs, transit without visa passengers (TWOVs), deportees, others, as specified. Additional costs may be recharged to the Carrier.

Take care of passengers when flights are interrupted, delayed, or canceled, according to instructions given by the Carrier. If instructions do not exist, deal with such cases according to the practice of Permittee.

If applicable, arrange storage of baggage in the Customs’ bonded store if required (any fees to be paid by the passenger).

Notify the Carrier of complaints and claims made by the Carrier’s clients and, process such claims, as mutually agreed.
Handle lost, found, and damaged property matters, as mutually agreed.

Report to the Carrier any irregularities discovered in passenger and baggage handling.

Provide or arrange for check-in position(s), service counter(s)/desk(s) for other purposes, and lounge facilities.

Provide or arrange for personnel and/or facilities for porter service.

**Departure**

- Check and ensure that tickets are valid for the flight(s) for which they are presented. The check shall not include the fare.

- When requested, check that tickets presented are not blacklisted in the industry ticket service database. Blacklisted documents shall not be honored and immediately reported to the Carrier, as mutually agreed.

- By mutual Permit, check travel documents (passports, visas, vaccination and other certificates) for the flight(s) concerned, but without Permittee having any liability.

- Weigh and/or measure (as applicable), and tag checked and unchecked baggage.

- Effect the conveyance of checked baggage from the baggage check-in position to the baggage sorting area.

- Enter baggage figures on passengers’ ticket(s) and detach applicable flight coupon(s).

- Enter baggage figures for ticketless passengers, as mutually agreed for initial flight and subsequent flight(s).

- By mutual Permit, make out excess baggage ticket(s), collect excess baggage charge(s) and detach applicable excess baggage coupon(s).

- As mutually agreed, collect Airport and/or any other service charges from departing passengers accounting therefore to the appropriate authorities.

- Carry out the Carrier’s seat allocation or selection system and issue boarding pass(es) for initial flight and subsequent flight(s).

- Direct passengers through controls to the aircraft.

- Carry out head check of passengers upon embarkation. (Count to be compared with aircraft document(s)).

- Handle Denied Boarding Compensation cases, as agreed with the Carrier.
Provide facility for accepting and processing of unaccompanied baggage.

Provide, manage, and maintain automated check-in device(s), as mutually agreed.

**Arrival**

- Direct passengers from aircraft through controls to the terminal landside area.
- Deliver baggage in accordance with local procedures.

**Baggage Handling**

- Handle baggage in the baggage sorting area.
- Prepare for delivery onto flights bulk baggage and ULDs according to the Carrier’s instructions.
- Establish the weight of built-up ULDs.
- Offload bulk baggage from vehicles, break down and/or empty ULDs and check incoming baggage for transfer connections.
- Sort transfer baggage and store transfer baggage for a period to be mutually agreed prior to dispatch.
- Provide or arrange for transport of transfer baggage to the sorting area of the receiving carrier.
- Handle crew baggage, as mutually agreed.

**Remote/Off Airport Services**

- Inform passengers/public about time of arrival/departure.
- Receive departing passengers and baggage.
- Carry out passenger and baggage handling as described herein, where applicable.
- Direct departing passengers to connecting transport to the Airport.
- Deliver baggage to passengers in accordance with local procedures.

**Section 6  Cargo and Post Office Mail**

**Cargo Handling**

**Facilities and Equipment**

- Provide and arrange suitable warehouse and handling facilities for general cargo, special shipments, and specialized cargo products.
Store cargo for a period to be mutually agreed and take appropriate action to prevent theft of, or damage to cargo, as mutually agreed.

Provide and arrange suitable equipment for the handling of general cargo, special shipments and specialized cargo products, as mutually agreed.

Provide and arrange handling services for general cargo, special shipments and specialized cargo products, as mutually agreed.

Document Handling

- Issue and obtain receipt upon delivery of cargo.

- Receive, process, and send all or any messages as required by the Carrier and as mutually agreed.

Irregularities Handling

- Take immediate action in accordance with the Carrier’s and/or local authorities’ instructions in respect of irregularities, damage, or mishandling of dangerous goods and other special shipments.

- Report to the Carrier any irregularities discovered in cargo handling.

- Handle lost, found, and damaged cargo matters, as mutually agreed.

- Notify the Carrier of complaints and claims, giving supporting data and process such claims, as mutually agreed.

Miscellaneous

- Take appropriate action to prevent theft or unauthorized use of, or damage to, the Carrier’s pallets, containers, nets, straps, tie-down rings, and other material in the custody of the Handling Company. Notify the Carrier immediately of any damage to or loss of such items.

- Handle, as mutually agreed, diplomatic cargo, diplomatic mail and Permittee mail.

Outbound (Export) Cargo

Physical Handling

- Accept cargo in accordance with the Carrier’s instructions, ensuring that 1) machine-readable cargo labels are affixed and processed, where applicable, 2) shipments are “ready for carriage,” 3) the weight and volume of the shipments are checked and 4) the regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations (DGR), IATA Live Animals Regulations (LAR), and others have been adhered to.

- Tally and assemble for dispatch cargo for the Carrier’s flights.
→ Prepare bulk cargo and ULDs for delivery onto flights.

→ Establish the weight of bulk load and built-up ULDs and provide the load control unit with deadload weights.

**Document Handling**

→ Check all documents to ensure shipment may be carried in accordance with the Carrier’s requirements. The check shall not include the rates charged.

→ Obtain capacity/booking information for the Carrier’s flights.

→ Split airwaybill sets. Forward applicable copies of manifests and airwaybills, as mutually agreed.

→ Prepare cargo manifests. Provide the load control unit with Special Load Notification, as required.

→ Where applicable, return copy of airwaybill to shipper, endorsed with flight details.

**Inbound (Import) Cargo**

**Physical Handling**

→ Offload bulk cargo from vehicles, when applicable, break down and/or empty ULDs, and check incoming cargo against airwaybills and manifests.

→ Release cargo to the consignee or agent upon proper release by Customs and other government agencies, as required.

**Document Handling**

→ Notify consignee or agent of arrival of shipments, in accordance with applicable instructions.

→ Make available cargo documents to consignee or agent.

→ Provide or arrange for facilities for collection of “Charges Collect” as shown on the airwaybills and extend credit to consignee or agents, as mutually agreed.

**Irregularities Handling**

→ Take action in accordance with applicable instructions when consignee refuses acceptance or payment.

**Transfer/Transit Cargo**

→ Identify transfer/transit cargo.

→ Prepare transfer manifests for cargo to be transported by another carrier.
Provide or arrange for transport to the receiving Carrier’s warehouse on or in the close proximity of the airport of arrival, of transfer cargo under cover of Transfer Manifest.

Accept/prepare transfer cargo and transit cargo for onward carriage.

**Post Office Mail**

**Physical Handling**

→ Provide or arrange for essential equipment, storage and handling facilities.

→ Check incoming mail against Post Office mail documents. Issue substitute documents, if necessary.

→ Deliver mail, together with Post Office mail documents, against receipt to postal authorities.

→ Check outgoing mail from postal authorities against mail documents. Give receipt of acceptance of mail to postal authorities.

→ Handle and check transfer mail against accompanying mail documents. Issue substitute documents, if necessary.

**Document Handling**

→ Distribute incoming/outgoing Post Office mail documents.

**Irregularities Handling**

→ Handle lost, found and damaged mail matters and report all irregularities to the Carrier and postal authorities in accordance with local practices.

→ Maintain a file on all mail matters including irregularities for a period to be mutually agreed.

**Section 7 - Ramp**

**Marshaling**

→ Provide or arrange for marshaling at arrival and/or departure.

**Parking**

→ Provide and position and/or remove wheelchocks.

→ Position and/or remove landing gear locks, engine blanking covers, pitot covers, surface control locks, and tailstands and/or aircraft tethering.

→ Provide, position and remove, and operate suitable ground power unit for supply of necessary electrical power.
Ramp to Flight Deck Communication
- Provide headsets.
- Perform ramp to flight deck communication during tow-in and/or push-back, during engine starting, and for other purposes, as identified by Permittee and/or Carrier.

Loading/Embarking and Unloading/Disembarking
- For a period to be mutually agreed, provide, position and remove, suitable passenger steps and loading bridges, and flight deck steps.
- Provide passenger and crew transport between aircraft and Airport terminals, when applicable.
- Provide and operate suitable equipment for loading and/or unloading.
- Provide and operate suitable equipment for transport of Loads between agreed points on the airport, as required. (Equipment to be released and/or made available, as mutually agreed.)
- Assemble/deliver/receive Loads.
- Unload loads from aircraft, returning lashing materials to the Carrier.
- Load, stow, and secure loads in the aircraft in accordance with the Carrier’s instructions and procedures.
- Operate in-plane loading system in accordance with the Carrier’s instructions.
- Load, stow and secure perishables, live animals, valuables, news films, dangerous goods and other special shipments in accordance with the Carrier’s instructions.
- Redistribute loads in aircraft according to the Carrier’s instructions.
- Open and secure aircraft hold doors and secure and lock aircraft hold doors when loading is complete.
- Refill the Carrier’s ballast bags with ballast approved by the Carrier.
- Provide filled ballast bags.
- Arrange for safeguarding of all loads with special attention to valuables and vulnerable cargo during loading/unloading and during transport between aircraft and airport terminal(s).

Starting
Provide, position and remove, and operate appropriate unit(s) for engine starting.

Safety Measures
Provide, position and remove, operate suitable fire-fighting and other protective equipment.

Moving of Aircraft
Provide and position and remove suitable tow-in and/or push-back equipment.

Tow-in and/or push-back aircraft according to the Carrier’s instructions, tow aircraft between other agreed points according to the Carrier’s instructions, and provide authorized cockpit brake operator in connection with towing.

Section 8 Aircraft Servicing

Exterior Cleaning
Perform cleaning of flight deck windows and cabin windows.

Perform reasonable cleaning of aircraft integral steps.

Wipe excess oil from engine nacelles and landing gear.

Clean wings, controls, engine nacelles and landing gear.

Interior Cleaning
Clean and tidy flight deck according to the Carrier’s instructions and, if specified, under the control of a person authorized by the Carrier, by emptying ash trays, disposing of litter, clearing waste from seat back stowage’s and racks, wiping crew tables, cleaning and tidying seats, mopping floor, cleaning flight deck windows on inside, as requested.

As appropriate, empty ash trays, dispose of litter, clear waste from seat back and overhead stowage’s, wipe tables, clean and tidy seats and passenger service units, clean floors (carpets and surrounds), wipe surfaces in pantries, galleys (sinks and working surfaces) and toilets (wash basins, bowls, seats, mirror, and surrounds), remove, as necessary, any contamination caused by airsickness, spilled food or drink and offensive stains, and clean telephones, fax machines, LCD screens and any other equipment according to the Carrier’s instructions in crew compartments (other than flight deck), lounges, bars, pantries, galleys, passenger cabins, toilets, cloakrooms, and vestibules.

As appropriate, empty and clean all refuse bins, clean and tidy pantry/galley fixtures.

Clean floor and floor covers extensively.

Clean cabin fixtures and fittings.
→ Clean cabin windows.
→ Clean cargo holds, cargo cabins, and ULDs.
→ Fold and stow blankets.
→ Make up berths.
→ Change headrest and pillow covers.
→ Distribute in cabin and toilets items provided by the Carrier.
→ Disinfect and/or deodorize aircraft.
→ Remove and destroy food and material left over from incoming flights in accordance with local regulations and/or the Carrier’s instructions.
→ Provide and arrange for cleaning and/or laundering of cabin blankets and linen.

**Toilet Service**
→ Provide, position and remove toilet servicing unit, and empty, clean, flush toilets and replenish fluids in accordance with the Carrier’s instructions.

**Water Service**
→ Provide, position and remove water-servicing unit. Replenish water tanks with drinking water, the standard of which is to meet the Carrier’s requirements.
→ Drain water tanks, according to the Carrier’s instructions and local regulations.

**Cooling and Heating**
→ Provide, position and remove, and operate cooling unit.

**De-Icing/Anti-Icing Service and Snow/Ice Removal According to the Carrier’s Instructions (As Applicable)**
→ Remove snow from aircraft without using de-icing fluid.
→ Provide, position and remove, operate anti-icing and de-icing units.
→ Provide de-icing/anti-icing fluids meeting the Carrier’s specifications.
→ Remove frost, ice and snow from aircraft using de-icing fluid. Fluids to receive purity and contamination inspection prior to use.
→ Apply anti-icing fluid to aircraft.
→ Supervise performance of de-icing/anti-icing operations.
Perform final inspection after de-icing/anti-icing operations and inform flight crew of results.

Cabin Equipment and In-flight Entertainment Material

- Rearrange cabin by removing and installing cabin equipment, for example seats and cabin divider.
- Collect and/or distribute airline magazines, newspapers/magazines, menus, headphones, and others according to the Carrier’s instructions.

Storage of Cabin Material

- Provide suitable storage space for the Carrier’s cabin material, as mutually agreed.
- Take periodic inventory.
- Provide or arrange for replenishment of stocks.

Section 9 Fuel and Oil

Fueling and/or Defueling

- Liaise with fuel suppliers.
- Inspect the Carrier’s fuel product deliveries for contamination, prior to storage, in accordance with the Carrier’s instructions. Notify the Carrier of results. Inspect fuel vehicles and/or appliances for contamination. Notify the Carrier of results.
- If applicable, supervise the placement of the Carrier’s product into storage at Permittee’s facility and/or a storage facility designated by the Carrier.
- Supervise fueling/defueling operations.
- Prepare aircraft for fueling/defueling.
- Drain water from aircraft fuel tanks.
- Receive the Carrier’s product from storage in quantities requested.
- Provide and position, remove, and operate approved fueling/defueling equipment.
- Fuel/defuel aircraft with quantities of products requested by the Carrier’s designated representative.
- Check and verify the delivered fuel quantity.
→ Deliver the completed fuel order(s) to the Carrier’s designated representative.

→ Maintain records of all fueling/defueling operations and provide the Carrier with an inventory and usage summary in accordance with the Carrier’s instructions.

Replenishing of Oils and Fluids
→ Liaise with suppliers.

→ Perform or supervise replenishing operations.

→ Provide and operate special replenishing equipment.

Section 10 Aircraft Maintenance

Routine Services
→ Perform line inspection in accordance with the Carrier’s current instructions.

→ Enter in aircraft log and sign for performance of line inspection.

→ Enter remarks in aircraft log regarding defects observed during the inspection.

→ Perform pre-departure inspection immediately before aircraft departure according to the Carrier’s instructions. Perform ice-check immediately before aircraft departure according to the Carrier’s instructions.

→ Provide skilled personnel to assist the flight crew or ground staff in the performance of the inspection.

Non-routine Services
→ Rectify defects entered in the aircraft log as reported by the crew or revealed during the inspection, to the extent requested by the Carrier. However, major repairs must be separately agreed upon between the parties.

→ Enter in aircraft log and sign for the action taken.

→ Report technical irregularities and actions taken to the Carrier’s maintenance base in accordance with the Carrier’s instructions.

→ Maintain the Carrier’s technical manuals, handbooks, catalogues, etc.

→ Provide engineering facilities, tools and special equipment to the extent available.

→ Move aircraft under its own power in accordance with the Carrier’s instructions.

Material Handling
Obtain Customs clearance for and administer the Carrier’s spare parts, power plants and/or equipment.

Provide periodic inspection of the Carrier’s spare parts and/or spare power plant.

Provide suitable storage space for the Carrier’s spare parts and/or special equipment.

Provide suitable storage space for the Carrier’s spare power plant.

Parking and Hangar Space

Provide or arrange for suitable parking space.

Provide or arrange for suitable hangar space.

Section 11 Flight Operations and Crew Administration

General

Inform the Carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility.

Keep up-to-date all necessary manuals and instructions that the Carrier must provide and ensure that all prescribed forms are available.

After consideration of the Carrier’s instructions, suggest the appropriate action to pilot-in-command in case of operational irregularities, taking into account the meteorological conditions, the ground services and facilities available, aircraft servicing possibilities and the overall operational requirements.

Maintain a trip file by collecting all documents specified by the Carrier, all messages received or originated in connection with each flight and dispose of this file as instructed by the Carrier.

Flight Preparation at the Airport of Departure

Arrange for and deliver to the aircraft meteorological documentation and aeronautical information for each flight.

Analyze the operational conditions, and prepare, request, sign, and make available the operational flight plan according to the instructions and data provided by the Carrier.

Prepare, request, sign, and file the Air Traffic Services (ATS) Flight Plan.

Furnish the crew with an adequate briefing.

Prepare and sign the fuel order.
Hand out flight operation forms as specified by the carrier and obtain signature of the pilot-in-command, where applicable.

Supply the appropriate local ground handling unit with the required weight and fuel data.

Obtain, monitor, and manage the Carrier’s slot time allocation with the appropriate ATS.

**Flight Preparation at a Point Different from the Airport of Departure**

Arrange for the provision of the meteorological documents and aeronautical information.

Analyze the operational conditions, and prepare, request, and sign the operational flight plan according to the instructions and data provided by the Carrier.

Send to the Carrier or its representative at the airport of departure the operational flight plan, the ATS Flight Plan, and information for crew briefing, as instructed by the Carrier.

**In-flight Assistance**

Follow up the progress of the flight against flight movement messages, flight plan messages and position reports received.

Provide information on flight progress to the Carrier’s ground handling representative.

Assist the flight as requested and/or deemed necessary to facilitate its safe and efficient conduct in accordance with the flight plan.

Monitor movement of the flight within VHF range and provide assistance, as necessary.

Take immediate and appropriate action in case of in-flight irregularity, according to the Carrier’s instructions (written or verbal).

Log and notify, as specified by the Carrier, any incident of an operational nature (delays, diversions, engine trouble, etc.).

Perform in-flight assistance, including re-dispatch until adjacent area is able to accept responsibility if, for reasons of communications failure, weather phenomena, safety of aircraft or emergency, it is undesirable to stop these services at the area boundary specified by Carrier and/or County. Similar conditions may make it desirable to transfer these services to the next area before the area boundary is crossed.

Provide assistance to the flight, as required, beyond VHF range.

**Post-flight Activities**

Obtain a debriefing from incoming crews, distributing reports or completed forms to offices concerned, whether governmental or the Carrier’s.

**In-flight Re-dispatch**
→ Analyze meteorological information and the operational flight conditions for re-dispatch, calculating, and planning it according to the data provided by the aircraft in flight and informing the pilot-in-command about the results thus obtained.

Crew Administration
→ Distribute relevant crew schedule information provided by the Carrier to all parties concerned.
→ Arrange hotel accommodation for scheduled and non-scheduled crew layover, as specified by the Carrier.
→ Provide or arrange for crew transportation, as specified by the Carrier.
→ Direct crews through airport facilities and brief them, as required.
→ Liaise with hotel(s) on crew call and pick-up timings.
→ Prepare crew allowance forms, as specified by the Carrier and pay crew allowances, as specified by the Carrier.
→ Inform the Carrier of any crew indisposition or potential absence.
→ Take necessary action, as specified by the Carrier.

Section 12 Catering Services

Liaison and Administration
→ Liaise with the Carrier’s catering supplier.
→ Handle requisitions made by the Carrier’s authorized representative.

Catering Ramp Handling
→ Unload/load and stow catering loads off/on aircraft.
→ Transfer catering loads on aircraft.
→ Transport catering loads between aircraft and agreed points.

Section 13 Transportation Security Administration Regulatory Compliance

Passenger and Baggage Screening and Reconciliation
→ Provide or arrange for matching of passengers against established profiles and security questioning as required.
Provide or arrange for screening of checked baggage, transfer baggage, screening of mishandled baggage, physical examination of checked, transfer and mishandled baggage, as required and identification of security cleared baggage.

Provide or arrange for screening of passengers, screening of unchecked baggage, and physical examination of passengers and unchecked baggage, as required.

Provide or arrange for identification of passengers prior to boarding, reconciliation of boarded passengers with their baggage, passengers to identify their own baggage, as required, and offloading of baggage of passengers who fail to board the aircraft.

**Cargo and Post Office Mail**

Provide or arrange for screening of cargo and/or mail, physical examination of cargo, as required, holding of cargo and/or mail for variable periods, and secure storage of cargo and/or mail.

**Catering**

Provide or arrange for control of access to the catering unit, proper identification and authorization of staff, security supervision during food preparation, security check of catering uplifts, sealing of food and/or bar trolleys/containers, and physical examination of catering vehicles prior to loading.

**Aircraft Security**

Provide or arrange for control of access to aircraft and designated areas.

Provide or arrange for search of aircraft, guarding of aircraft, guarding of designated areas, security of baggage in the baggage make-up area, and sealing of aircraft.

Provide or arrange for security personnel to safeguard all loads during the transport between aircraft and designated locations and during offloading and loading of aircraft.

**Additional Security Services**

Provide or arrange for additional security services, as requested by the Carrier.
OWNERSHIP/APPLICANT DISCLOSURE FORM

Type of Business:
- Individual
- Partnership
- Limited Liability Company
- Corporation
- Trust
- Other

Business Name (include d.b.a., if applicable): SWISSPORT USA, INC.

Business Address:
45025 AVIATION DRIVE
Suite 350
Dulles, VA 20166

Business Telephone:
703 742-4300

Disclosure of Ownership:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership of financial interest in the business entity appearing before the Board. “Business entities” include all business associations organized under or governed by Title 7 of Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all corporate financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner.

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<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
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<tr>
<td>Swisport Holdings, Inc.</td>
<td>100%</td>
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I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the Board will not take any action on the land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature/Capacity: President
Print Name: Richard van Beugam
Date: 3/10/09