

**CLARK COUNTY
DEPARTMENT OF AVIATION
HARRY REID INTERNATIONAL AIRPORT
INTERNATIONAL GROUND HANDLING SERVICES PROVIDER
OPERATING AGREEMENT**

THIS INTERNATIONAL GROUND HANDLING SERVICES PROVIDER OPERATING AGREEMENT ("Agreement") is entered into this _____ day of _____, 2025, by and between COUNTY OF CLARK, a political subdivision of the State of Nevada, through its Department of Aviation ("Aviation"), and **WORLDWIDE FLIGHT SERVICES, INC.**, a company authorized to do business in the State of Nevada ("Company").

W I T N E S S E T H

WHEREAS, Aviation is responsible for the management and control of the Clark County Airport System, as defined under Clark County Code, Title 20, which includes Harry Reid International Airport ("Airport"), and wishes to have an International Ground Handling Services Provider at the Airport for the sole purpose of providing world class ground handling services for the international airlines which operate at the Airport;

WHEREAS, Company has been selected in response to RFQ 27-25 International Ground Handling Services Provider;

WHEREAS, Company is engaged in the business of providing comprehensive ground handling services to international scheduled and charter air carriers; and

WHEREAS, it is the desire of Aviation and Company that this Agreement be entered into pursuant to Nevada Revised Statute 496.090.

NOW, THEREFORE, for and in consideration of the agreements, covenants, and conditions herein, Aviation and Company agree as follows:

ARTICLE I

1.1 DEFINITIONS

- 1.1.1 The term "Airport" shall mean Harry Reid International Airport and all property and Improvements contained within its general environs at the Effective Date of this Agreement.
- 1.1.2 The term "Approval Date" shall mean the date the Agreement is approved by official action of the Board of County Commissioners.
- 1.1.3 The term "Aviation" or "Department of Aviation" or "DOA" shall mean the department of Clark County responsible for the management and oversight of

County's Airport System, as defined in Clark County Code, Title 20. The use of the term DOA or Aviation shall be interchangeable within this Agreement.

- 1.1.4 The term "Company" shall mean **WORLDWIDE FLIGHT SERVICES, INC.**, a company authorized to do business in the State of Nevada, entering into this Agreement as an International Ground Handling Services Provider.
- 1.1.5 The term "Company's Agents" shall mean Company's authorized representatives, including, but not limited to, employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, independent contractors, and/or sublessees acting for, on behalf of, or with Company's authorization.
- 1.1.6 The term "International Ground Handling Services Provider," whenever used herein, shall be defined as a person, company, or corporation providing all international airline and aircraft services, including, but not limited to, management and administrative functions, supervision and coordination, station management, passenger services, ramp services, load control, communications, flight operations, crew administration, cargo and warehouse services, support services, security and TSA Regulatory compliance, aircraft maintenance, or other similar services to air transportation companies.
- 1.1.7 The term "County" shall mean County of Clark, a political subdivision of the State of Nevada, as represented by the Clark County Board of Commissioners and where this Agreement speaks of "Approval by County," such approval means action by the Clark County Board of Commissioners.
- 1.1.8 The term "Director" shall mean the Clark County Director of Aviation or their designee.
- 1.1.9 The term "Effective Date" shall mean the date that the Agreement becomes effective and the date on which Company has the right to possess the Assigned Areas, together with the obligation to comply with the required and applicable provisions of this Agreement, and on that date all applicable terms and conditions of this Agreement will be in full force and effect.
- 1.1.10 The term "Emergency" shall mean any situation, health or safety concern, incident, or action that is determined, at the Director's sole discretion, may cause or has caused structural hazardous or other similar catastrophic damage to the Assigned Areas or surrounding areas.
- 1.1.11 The term "Environmental Laws" shall mean 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 regulations listed below, as may be amended from time to time.

- A. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)
- B. RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)
- C. TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)
- D. SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)
- E. CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)
- F. CLEAN AIR ACT (42 U.S.C. Section 7401 et seq.)
- G. SANITATION (Nevada Revised Statutes, Chapter 444)
- H. NEVADA WATER POLLUTION CONTROL LAW (Nevada Revised Statutes 445.131 through 445.399)
- I. HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)
- J. 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.

1.1.12 The term “Hazardous Material” shall mean the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined in the applicable regulations, including, but not limited to, the regulations listed below, as may be amended from time to time:

- A. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)
- B. RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)
- C. HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 1801 et seq.)

and all present or future regulations promulgated thereto;

- D. DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101) and amendments thereto.
- E. ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)
- F. TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780)

and all present or future regulations promulgated thereto; and

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

- 1.1.13 The term "Improvements" shall mean the construction or installation of all real property and personal property improvements commonly considered to be Improvements, including, but not limited to, grading, fencing, paving, lighting (interior, decorative, exterior, ramp/parking), roadways, parking lots, drainage, structures, utilities (up to and within the Assigned Areas), necessary finishes, electrical, telephone, communication conduit and cabling, accessories, piping, ductwork, equipment, and fixtures, as well as all applicable permits, zoning requirements, as required by Company for the operation of its business under this Agreement. Notwithstanding the assumption of any of these responsibilities by a sublessee, Company shall remain responsible to ensure all Improvements are completed in accordance with this Agreement.
- 1.1.14 The term "Joint Use Formula" shall mean the formula to be used to pro-rate ninety percent (90%) of the specified charge for Joint Use Space according to the ratio of the number of enplaning passenger for each Air Transportation Company operating in the Terminal Complex during the most recent month for which such information is available to the total number of enplaning passengers of all Air Transportation Companies during the same month. The remaining ten percent (10%) will be prorated over a number equal to the number of Signatory airlines, plus one (1). 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 the Board of County Commissioners.
- 1.1.15 The term "Joint Use Space" shall mean the Terminal Complex space used jointly by all Air Transportation Companies including, but not limited to, Federal Security Space, security queuing areas, wheelchair staging areas, baggage claim areas, travel document verification areas and other areas as may be identified and modified from time to time.

- 1.1.16 The term “Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Material as defined hereinabove, in violation of the Environmental Laws.
- 1.1.17 The term “Required Federal Language” or “[RFL]” shall mean the federal language that Aviation is required to include in all lease agreements, under the Federal Aviation Administration (FAA) Grant Assurances.

1.2 TERM

- 1.2.1 The Effective Date of this Agreement will commence on **January 1, 2026**, and will continue for a period of **ten (10) years**, unless otherwise terminated as provided in Sections 2.14 or 2.15 of this Agreement.

If, without objection by Aviation, Company continues operating under this Agreement and/or holds possession of the Assigned Areas (defined below) after the expiration of the Term of this Agreement while Aviation and Company are negotiating a new or renewed Agreement, Company shall remain a tenant from month-to-month upon the terms of this Agreement. No such holdover shall be deemed to operate as a renewal or extension of the Term. Such month-to-month tenancy may be terminated by Aviation or Company by giving thirty (30) days written notice of termination to the other party at any time during the holdover period. Company shall have no rights to renew or extend the Term of this Agreement.

1.3 ASSIGNED AREAS

- 1.3.1 Aviation does hereby demise and let unto Company and Company does hereby take from Aviation certain real property hereinafter “Assigned Areas,” identified on Exhibit “B” as follows:

1.3.1.1 Exclusive Use Space:

Terminal 3, East, Level 1, Operations Area – Office Space,
Space ID T3-E-L1-502

Exclusive Use Space: **388.73 square feet**

Exhibit B: Engineering Drawing No. L25-0554 sheet 1 of 1, dated
07/07/2025

Terminal 3, East, Level 1, Operations Area – Office Space,
Space ID T3-E-L1-504

Exclusive Use Space: **242.13 square feet**

Exhibit B: Engineering Drawing No. L25-0555 sheet 1 of 1, dated
07/07/2025

Terminal 3, East, Level 1, Operations Area – Office Space,

Space ID T3-E-L1-506

Exclusive Use Space: **70.60 square feet**

Exhibit B: Engineering Drawing No. L25-0556 sheet 1 of 1, dated 07/07/2025

Terminal 3, East, Level 1, Operations Area – Office Space,

Space ID T3-E-L1-508

Exclusive Use Space: **443.81 square feet**

Exhibit B: Engineering Drawing No. L25-0557 sheet 1 of 1, dated 07/07/2025

Terminal 3, East, Level 2, Office Space,

Space ID T3-E-L2-402

Exclusive Use Space: **250.44 square feet**

Exhibit B: Engineering Drawing No. L25-0562 sheet 1 of 1, dated 07/07/2025

LAS, Water Reservoir Lot, Uncovered Apron Storage,

Space ID RSV-L1-118

Exclusive Use Space: **20,228.60 square feet**

Exhibit B: Engineering Drawing No. L25-0558 sheet 1 of 1, dated 07/09/2025

Terminal 3, East, Level 1, Uncovered Apron Storage,

Space ID T3-E-L1-9000

Exclusive Use Space: **1,400.00 square feet**

Exhibit B: Engineering Drawing No. L25-0559 sheet 1 of 1, dated 07/09/2025

1.3.1.2 Preferential Use Space:

Terminal 1, D Gates, Southeast Wing, Level 2, Equipment Space,

Space ID S2-SE-L2-118\3

Exclusive Use Space: **4.00 square feet**

Exhibit B: Engineering Drawing No. L25-0561 sheet 1 of 1, dated 07/07/2025

- 1.3.2 Any further modification to the Assigned Areas leased to Company shall be accomplished through the issuance of a Space Use Letter, executed by both parties, including any applicable revised Exhibit “B” drawings. It is hereby understood and agreed that any new space assignment will be under the terms and conditions of this Agreement or as may be needed in a manner to ensure the best utilization of the Airport to meet the operational needs of the Airport, as determined by the Director. However, Aviation reserves the right to include any specific terms and conditions related to a specific modification to the Assigned Areas in any Space Use Letter

issued. Company shall make reasonable efforts to execute such Space Use Letter as may be necessary during the Term of this Agreement, and return said documents to Aviation within ninety (90) days of receipt. It is understood by both parties that Company's occupation and use of any Assigned Areas, all terms and conditions identified under a Space Use Letter shall be deemed as Company's consent regardless if the Space Use Letter has been executed by Company.

- 1.3.3 Said area(s) or Assigned Areas may be re-assigned or otherwise modified from time to time. Company shall request prior written approval from Director for use of any designated areas outside of its Assigned Areas prior to the commencement of any activity. Failure to comply with this requirement may result in the termination of this Agreement by the Director. Aviation shall not bear any costs for such relocation or reassignment.
- 1.3.4 Upon reassignment of Assigned Areas or termination of this Agreement, howsoever caused, Company will vacate any area(s) or Assigned Areas, as applicable, and return the area to its original condition, normal wear and tear excepted, within the time frames identified by Aviation.
- 1.3.5 Company acknowledges that it has inspected the Assigned Areas and is fully cognizant of the present conditions, including but not limited to utilities. Company also acknowledges and accepts the Assigned Areas in "AS IS" condition with no further responsibility to Company by Aviation for any present or future improvements.

1.4 USE OF ASSIGNED AREAS

Upon performance of the agreements, provisions, and conditions contained in this Agreement, Company will have use of the Assigned Areas for the purposes outlined below and for no other purposes except as may be approved, in advance and in writing, by the Director. All services provided under this Agreement shall conform to the latest edition of the IATA Airport Handling Manual (AHM) and the applicable Annex A of the IATA Standard Ground Handling Agreement (SGHA). Company shall maintain detailed operational manuals, aligned with IATA standards, to ensure uniformity and quality of service.

- 1.4.1 Company will be limited to providing International Ground Handling Services for international scheduled and charter air carrier operations at the Airport, including but not limited to, the following list and as further defined in Section 1.1.6 and Exhibit "A" of this Agreement, and for no other purpose, unless approved in writing by the Director:
 - A. **Aircraft Cleaning - Exterior** shall be defined as cleaning the external surfaces of the aircraft, including the fuselage, wings, tail, and other exterior components as required to maintain cleanliness and operational readiness on the terms set forth below:

- a. All wet/dry washing or polishing will only be performed in approved areas or as directed by the Director.
 - b. Only soaps approved by the Director may be used.
 - c. Prior to the disposal of wastewater at GSE wash rack, Permittee will need to collect and analyze a sample to determine constituents (oil, glycol, etc.), pH content, and total suspended solids. Waste wash water sample must be agitated prior to sample collections.
 - d. Following approval of waste wash water, analytical results by the Director, waste wash water may be disposed of at the approved GSE wash rack or triturator areas.
 - e. Waste wash water may be disposed of off-site without an analysis being completed and approved by the Director.
- B. **Aircraft Cleaning - Interior** shall be defined as cleaning and sanitizing the interior of the aircraft, including passenger cabins, galleys, lavatories, and other interior spaces, ensuring compliance with health and safety standards.
- C. **Aircraft Fueling** shall be defined as providing qualified personnel and appropriate equipment to safely and efficiently fuel the requesting airline customer's aircraft in compliance with regulatory and safety standards.
- D. **Aircraft Lavatory Service** shall be defined as utilizing required equipment to service, empty, sanitize, and restock aircraft lavatory facilities in accordance with health and environmental regulations.
- E. **Aircraft Maintenance** shall be defined as performing maintenance on aircraft components requiring a valid FAA Airframe and Power Plant (A&P) License, strictly adhering to the Airport Operating Directives. These services must receive prior approval from Aviation and be conducted in designated areas authorized by the Director. Company acknowledges and hereby agrees that Company shall not perform aircraft maintenance at the Airport or within the Assigned Areas, either major or minor maintenance or repairs, unless Company has obtained prior approval from Airside Operations for such activities.
- F. **Aircraft Screening** shall be defined as managing access to the aircraft and designated areas, conducting searches and sealing procedures for aircraft, and ensuring security of baggage in the make-up area, in compliance with TSA regulations and directives.
- G. **Baggage Handling / Bag Make Up** shall be defined as managing baggage within the sorting area, including sorting, organizing, and preparing it for loading onto flights.

- H. **Catering** shall be defined as Company's acquisition and/or supplying of food, snack, and/or beverages directly to an aircraft or location on or near Airport property for subsequent delivery to aircraft for airlines and fixed based operators (FBO) customers.
- I. **Curbside Check-In/Skycap Services** shall be defined as deploying personnel to assist passengers with check-in and baggage handling at designated curbside check-in podiums, ensuring smooth and efficient service.
- J. **De-Icing Service** shall be defined as providing trained personnel and specialized equipment to apply de-icing solutions to aircraft, ensuring safe operations in accordance with airline specifications.
- K. **Ground Support Equipment (GSE) Fueling** shall be defined as supplying qualified personnel and equipment to safely fuel airline customer's ground support equipment, adhering to applicable safety and environmental standards.
- L. **Ground Support Equipment (GSE) Repair** shall be defined as conducting both minor and major maintenance and repair of ground support equipment in designated areas authorized by the Director, ensuring compliance with operational and safety standards.
- M. **Office Janitorial** shall be defined as performing routine and thorough cleaning of airline customer's Assigned Areas, maintaining cleanliness and orderliness consistent with operational requirements.
- N. **Passenger Check-In/Customer Service** shall be defined as assisting passengers during the check-in process, including baggage handling and related customer service tasks, ensuring a seamless and efficient experience for departing flights.
- O. **Potable Water Service** shall be defined as using appropriate equipment to refill aircraft water tanks with potable water, ensuring compliance with health and safety regulations.
- P. **Ramp Handling** shall be defined as coordinating the loading and unloading of baggage and cargo, organizing them for delivery to the designated baggage carousel or cargo area, ensuring operational efficiency.
- Q. **Ramp Screening** shall be defined as managing control of access to aircraft and ramp areas, performing screening procedures as required under TSA regulations and directives.

1.4.2 **Company shall not be allowed to subcontract more than twenty-five percent (25%) of the authorized services listed above unless approved in writing by the Director at their sole discretion.** Subcontracting requests may only include aircraft maintenance, GSE maintenance, fueling, catering, and wheelchair services.

Such subcontracts shall be subject to the provisions of Section 2.2 of this Agreement.

- 1.4.3 Company shall not be allowed to provide any ground handling services under this Agreement to domestic airlines. Company must obtain prior Airport approval to provide ground handling services on the Airport's west side charter ramp. The Director retains the sole right to determine whether a use is compatible with Airport Operations.
- 1.4.4 Company will ultimately be responsible for all aspects of safety and security related to each airline's operations that Company 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.
- 1.4.5 Should a conflict ever arise between Company and other operators at the Airport regarding use of the Assigned Areas, the Director shall resolve the conflict and Company agrees to abide by the Director's decision. Notwithstanding the preceding, Company may, as appropriate, appeal such decision.
- 1.4.6 The Director may request, at Company's sole expense, on an annual basis, a survey, by random sample of a minimum of five percent (5%) of its customers regarding the services provided by Company at the Airport. Company shall consult with the Director concerning the contents of such survey, which contents shall be subject to the Director's approval, which such approval shall not be unreasonably withheld. The Company's report of survey results must be sent directly to the Director and shall include, but not limited to, the types of customers or Sublessees interviewed, and quality of services provided.
- 1.4.7 Neither Company, nor its agents, will conduct, transact or otherwise carry on any business or services that are not specifically authorized in accordance with this Section.
- 1.4.8 Any violation of this Section by Company may be cause for termination of this Agreement, by Aviation, after all notices and a right to cure as provided in Section 2.14.3 of this Agreement. Upon the occurrence of such event, Company will not hold Aviation liable for any costs which may be incurred, or any claim associated with the termination by Aviation.
- 1.4.9 Company 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 and mutually agreed to by both parties. Company agrees to track its performance and make such reports as Director may request from time to time.

1.5 RENTALS, FEES, AND CHARGES

- 1.5.1 **Rentals, Fees, and Charges.** Company acknowledges that it is subject to rentals, fees, and charges as established under Title 20 of the Clark County Code, as may be amended from time to time. Company further acknowledges and agrees that it shall be solely responsible for the direct payment to Aviation of all associated fees for use of the Airport on behalf of its airline Customers and that Aviation shall not be responsible for the receipt and/or collection of such fees other than from Company unless through a Permit issued by Aviation directly to such airline.
- 1.5.2 **Rentals, Fees, and Charges Due on the 1st of the Month:** Company shall pay to Aviation the following fees, as applicable, on the first (1st) day of each month for the Term of this Agreement.
- A. Terminal Complex Rentals
 - B. Apron Rentals
 - C. Aircraft Gate Use Fees
 - D. Ground Service Equipment Building Rent
- 1.5.3 **Rentals, Fees, and Charges due on the 15th of the Month:** Company will submit to Aviation a detailed statement of Gross Revenues, broken down by airline, derived from its operations at the Airport based on Company's revenues for the previous month's activities. Such statement will be certified by an officer of the Company as being correct and true and shall include a calculation of the percentage due to Aviation. Company will remit, at the same time, its payment of the amount due to Aviation for Company's Gross Revenue percentage.

Annual Gross Revenue Report: Within ninety (90) days after the annual contract date during the term of this Agreement or any extension thereof, and within ninety (90) days after the expiration of this Agreement, Company will provide Aviation with a detailed statement of Gross Revenues for the previous contract 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 Company's Chief Financial Officer, at the sole discretion of the Director, and will include the written opinion of the Certificate Public Accountant or Company's Chief Financial Officer as to whether these Gross Revenues and monthly payments have been made in accordance with the provisions of this Agreement. Should such statements show that the amount paid during the period of review was less than that which was due, Company will immediately remit the additional amount to Aviation. Should such statement show that Company paid more than was due, after review and verification by the Director, a credit memo will be issued to be applied against future rentals, fees, and charges, except that if

such should be the case at the end of the last month of this Agreement, Aviation will refund the overpayment to Company.

- A. Percentage of Gross Revenues: Company will pay to Aviation the current rate of **Seven Percent (7%)** of the Gross Revenues derived from all activities 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.

Gross Revenues shall mean the aggregate amount of the revenue received by Company through its operations at the Airport whether or not such sales are paid to Company by cash or credit. Company 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 Company. Company, for the purpose of this Agreement, 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 Aviation. The term Gross Revenues 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 Director and Company. County is not a taxing authority; therefore, Gross Revenue is not a tax.

- B. Percentage of Gross Revenues – Maintenance/GSE Repair: **The following is applicable ONLY to Company's authorized Maintenance/GSE Repair activities**: In determining its Gross Revenues, Company will first be allowed to deduct any billing it may make to its airline Customers for parts and items obtained by Company for use as part of Company's authorized Maintenance/GSE Repair activities, including any "actual costs" expense incurred by Company in obtaining these parts or items. However, if Company should bill any of its customers for a rate higher than the actual cost of the part or item, Company will be required to include the excess over the actual cost in computing the Gross Revenues.
- C. Joint Use Fees: Joint Use Space shall mean the Terminal Complex space used jointly by all Air Transportation Companies including, but not limited to, Federal Security Space, security queuing areas, wheelchair staging areas, baggage claim areas, travel document verification areas, and other areas as may be identified and modified from time to time. Company will pay to Aviation, Joint Use Fees using the Joint Use Formula as defined in Section 1.1.14 for space jointly used by the Air Transportation Companies. 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.

- D. Aircraft Per Turn Fee: Company shall pay a per turn charge for narrow body aircraft operations and wide body aircraft operations for Company's use of an Aviation gate.
- E. Landing Fee: Company shall pay to Aviation per one thousand (1,000) pounds, or fraction thereof, a maximum gross landing weight. The Landing Rate shall be determined as the sum of the products obtained by multiplying the maximum certificated Gross Landing Weight for each type of aircraft by the number of aircraft arrivals for each aircraft during the month. 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.
- F. Cargo Apron Use Fee: In addition to the Landing Fee identified above, Company shall pay to Aviation a cargo fee per 1,000 pounds or fraction thereof, of the maximum gross landing weight for each aircraft that uses any portion of the cargo ramp. Such fee shall be payable for each aircraft that accesses this ramp regardless of whether or not the purpose for such access was for cargo, maintenance, or any other purpose requested by Company or as may be approved by the Director.
- G. Common Use Space Fees: Company shall pay for each enplaned passenger for use of Terminal Complex facilities, including, but not limited to, baggage make-up space, jet bridges, hold rooms, ticketing, queuing, baggage claim and ramp space.
- H. Passenger Facility Charges (PFCs): Company shall pay to Aviation for each, enplaned revenue passenger, less the amount allowed by Federal Aviation Regulation Part 158 to be retained by the Company. Company will pay to Aviation all PFCs for Non-Permitted airline customers for every enplaned passenger.
- I. Off-Gate Aircraft Parking Fees: Off-gate aircraft parking positions will be made available to each Air Transportation Company based on a formula of 0.4 off-gate aircraft parking positions, rounded up or down to the nearest integer, for each gate that is leased by the Air Transportation Company. Such off-gate aircraft parking positions assigned using this formula will be made available for use by such Air Transportation Company without charge. Each Air Transportation Company operating in the Terminal Complex will be allowed to use at least one off-gate aircraft positions without charge. Use of any additional off-gate aircraft parking that exceeds the number of positions made available using the formula described, will be subject to the off-gate aircraft parking fees established under Title 20 of the Clark County Code, as may be amended from time to time.

- J. International Passenger Processing Facility Use Fee: Company shall pay to Aviation a per deplaned passenger fee for use of the Airport's International Passenger Processing Facility.

1.5.4 **Within thirty (30) days of invoice**, Company shall pay to Aviation the following fees, as may be required, at the current rate.

- A. Unauthorized Gate Use Fee: Company shall make prior arrangements with Aviation (no less than forty-eight (48) hours) for use of an aircraft gate. If Company uses a gate which it has not received prior authorization from Aviation, Company shall pay an Unauthorized Gate Use Fee.
- B. Unauthorized Ticket Counter Area Use Fee: Company shall make prior arrangements (no less than forty-eight (48) hours) for the use of ticket counter areas, including applicable queuing, common-use baggage handling system, skycap positions, and skycap tunnels. If Company uses ticket counter area without prior authorization from Aviation, Company shall pay an Unauthorized Ticket Counter Area Use Fee.
- C. Badging and Fingerprinting Fees: Company shall be responsible for any and all costs associated with the issuance of security badges, including but not limited to fingerprinting, lost badge charges, and/or any applicable rebadging fees. In the event that Company, or any of its employees, agents, vendors, suppliers, service providers, contractors, subcontractors, officers, and/or directors fail to return such badges, and/or any cause of action that either singularly or collectively would require Aviation to re-badge all currently badged Airport personnel, as required under TSA Regulations and the Airport Master Security Plan, Company shall solely bear the total cost of such re-badging process.
- D. Employee Parking Fee: Parking for Company's employees and the employees of its Non-Permitted airline Customers working at the Airport may be available in a parking area 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. Company must provide Aviation with the names of eligible employees and make arrangements for monthly invoicing for the charges. Company shall contact the Airport Parking Office, (702) 261-5186, regarding the requirements of this Section.

1.5.5 **Redetermination of Rents, Fees, and Charges**: Aviation reserves the right to redetermine all rentals, fees, and charges at least every three (3) years from the Effective Date of this Agreement, unless otherwise modified by Clark County Code, Title 20. Further, Aviation reserves the right to redetermine all rentals, fees, and charges contained herein at any time after three (3) years have passed since the most recent adjustment. All such adjustments shall be subject to ninety (90) days prior written notice to Company from the Director. Due to the fact that similarly situated tenants have different anniversary or other rental adjustment dates,

Aviation does not warrant that the rents and fees will be exactly the same at all times for all similarly situated tenants. If Company does not agree with such redetermined rents and fees, it has the right to cancel this Agreement with ninety (90) days prior written notice, as provided for in Section 2.14 of this Agreement,

- 1.5.6 **Proration of Rentals:** In the event such possession, use, and occupancy of the Assigned Areas or any portion thereof should commence or terminate on a date other than the first day of a calendar month, then the rental for the Assigned Areas will be prorated to reflect the actual number of days during which the Company enjoyed the possession, use and occupancy of said Assigned Areas.
- 1.5.7 **Other Payments:** Company agrees to pay Aviation within thirty (30) days of receipt of invoice for charges that become due to Aviation under this Section or as provided elsewhere in this Agreement, or as outlined in Clark County Code, Title 20.
- 1.5.8 **Late Fees:** Company will be subject to late fees as outlined in Clark County Code, Title 20. Aviation will not be prevented from terminating this Agreement pursuant to the provisions for default of payments of rentals and fees or charges or from enforcing any other provisions contained herein or implied by law.
- 1.5.9 **Letter of Credit Requirement:** Company agrees to provide to Aviation, an irrevocable Letter of Credit or other instrument acceptable to Aviation in the amount of **One Million Thirty-Three Thousand and 00/100 (\$1,033,000.00) Dollars**, which is equal to the highest three (3) months of total estimated rentals, fees, and charges as outlined above, owed to Aviation, as determined at the Director's sole discretion, due to Aviation for all activities on the Assigned Areas. Aviation retains the right to redetermine the amount of the Letter of Credit or other instrument from time to time. In the event Company fails to make payments in accordance with the requirements of this Agreement, Aviation has the right to apply the above-referenced Letter of Credit or other instrument as may be necessary or to exercise any other legal remedies to which it may be entitled.

1.6 METHOD OF PAYMENT AND REPORTS

- 1.6.1 Company will make all payments by check made payable to the Clark County Department of Aviation, or other form of payment acceptable to Aviation, and deliver or mail payments to the Clark County Department of Aviation, Finance Division, P.O. Box 11005, Las Vegas, NV 89111-1005, or to such other place as Aviation may direct Company in writing on or before the due dates as outlined in Section 1.5 of this Agreement.
- 1.6.2 All other amounts due to Aviation from Company, whether for utility or maintenance or other charges as provided herein, will be paid by Company within thirty (30) days of the date of the invoice.

1.6.3 Company will submit any other information reasonably requested by Aviation through its Director pertaining to Company's operations permitted hereunder, including, but not limited to:

A. Submission of Flight Schedules. Company shall be required to submit to Aviation, proposed flight schedules for its Non-Permitted airline Customers every thirty (30) days for the next ninety (90) day period in a standard electronic format provided by Aviation. Aviation currently requires the schedules to be formatted as a SSIM file. Schedules must be submitted to lasairskd@lasairport.com. Aviation will use the submission of such schedules for the purposes of anticipating future facility requirements of each airline Customer to best utilize the Airport facilities to meet the demands during peak times and to assign and track the utilization of facilities using a prioritization formula established by the Director. Aviation will make every effort legally available to Aviation to keep such proprietary information confidential, however, Aviation will be allowed to share such information, in a general format, with the TSA for the sole purpose of allowing them to anticipate the staffing levels that will be required to operate the security checkpoints and the baggage screening facilities or other services that may be provided by TSA in the future.

B. In addition to monthly activity reports, Company shall submit the following reports, at a minimum:

- Monthly Statistical Report for each airline customer.
- Summary statement of rentals and fees identifying each rental and/or fee and each airline customer that Company is submitting payment for.
- Monthly Safety / FOD Report
- Monthly Performance Measures Report
- Monthly Customer Complaint and Resolution Report
- Station Operations Report, including total passengers by airline and total departure by type of aircraft submitted to Air Service Development daily
- Monthly Marketing Report
- Monthly Irregular Operations and Notification Report

Company 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 Aviation receives all entitlement funding, which is based on passenger enplanement data. Aviation reserves the right to request additional reports as it deems necessary, from time to time.

C. Notification of Ground Handling Services: Company agrees to provide thirty (30) days advance written notice to Aviation of its intent to provide

services to any new airline customer. Such notification shall include the following information at a minimum:

- Airline Name, Complete Address, Phone Number, Fax Number, and Contact Person
- Type of Aircraft/Equipment
- Number of Flights per Week
- Start Date and Time/Stop Date and Time
- Arrival and Departure Schedule for each Flight
- Off-Gate Parking Requirements, if applicable
- Federal Inspection Services (FIS) required, if applicable
- Airline's Certificate of Insurance, as Required under this Agreement
- Irregular Operations / Delayed Flights - Company shall notify Aviation, screening vendor, VIP lounge, and concessionaires within one (1) hour of any irregular operations and/or delayed flights which will require them to extend their normal operating hours.

In addition to the Ground Handling notification, Company will be responsible to verify that its airline customers, whether Permitted or Non-Permitted, have valid CUTE, CUSS, and RFID applications that will operate with the In-Line Screening Node. Company's airline customer shall have such application prior to the start-up of services and airlines shall bear the expense of such applications. Company will ensure that its airline customers will actively work with Aviation staff and airline's system provider to expedite any information technology work that may be required to ensure all applications are certified by Aviation and it's system providers, if applicable, prior to start up.

Company will be responsible for collecting and providing the Director with a valid certificate of insurance for all of its Non-Permitted airline customers.

Company will be responsible to notify Aviation for the availability of gates and ticket counters, and Customs and Border Protection for Federal Inspection Services for international arrivals.

- 1.6.4 **Pre-Operational Equipment Certification:** Prior to commencing operations under this Agreement, the Company shall submit to Aviation a certification from a qualified third party or internal expert verifying that all equipment required to service wide-body aircraft is in place, fully operational, and compliant with applicable industry and regulatory standards. Aviation may withhold final approval for operations until such certification is received and verified.

1.7 RECORDS AND AUDIT

- 1.7.1 Company shall maintain accurate and complete financial books, records, accounts, and data of all Company's activities pursuant to this Agreement and shall keep

them available at any time at its principle place of business within Clark County, Nevada or another location as approved in writing by the Director, Monday through Friday, 9:00 a.m. to 5:00 p.m. for the inspection by the Director or such agents, employees, accountants, or auditors as the Director may designate.

In the event that such books, records, accounts, and data are not maintained at Company's principal place of business within Clark County, Nevada, as stated herein, Company 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 Director.

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

Such books, records, accounts, and data shall be maintained in such a way that it is readily auditable, be consistent with Generally Acceptable 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 Company'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 Agreement, whichever is longer.

- 1.7.2 Aviation reserves the right to require Company to implement and maintain an effective internal control system which assures the proper recording and reporting of Gross Revenues and the associated rentals, fees, and charges. Company may be required, at Aviation's discretion, to show documentation of its internal control system to Director for approval prior to commencing operations or in conjunction with any audit, examination, or review.
- 1.7.3 The Director will, at any time, have the right to cause an audit, examination, or review of Company's business records and activities pursuant to this Agreement to be made by Director or such agents, employees, accountants, or auditors as the Director may designate.

Company shall retrieve and provide all books, records, accounts, and data within five (5) days of any requests made by the Director or such agents, employees, accountants, or auditors as the Director may designate.

Company shall provide responses to any inquiries and/or findings within ten (10) business days of such requests throughout the course of such audits, examinations, or reviews.

If Company fails to respond and/or provide the requested information within the required time frame, it shall be considered in default of this Agreement. Aviation

may, as a cumulative remedy, cancel this Agreement under the terms Section 2.14 of this Agreement.

Company 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 Aviation.

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

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

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

1.8 UTILITIES

- 1.8.1 Company shall be responsible for and agrees to pay all recurring and nonrecurring costs for utilities (whether for installation, service, connections or maintenance) used by Company at or upon the Assigned Areas with no responsibility or expense incurred by Aviation, as required by Aviation. Such payment, by Company, will be made directly to the utility supplier, except that if any such utilities should be supplied by Aviation, then in this event, Company shall pay those costs to Aviation within fifteen (15) days of receipt of invoices. Aviation agrees that any such costs invoiced to Company will be at the rates charged to Aviation by the utility supplier.

1.9 OPERATING RIGHTS, DUTIES AND OBLIGATIONS

Company will have the following operating rights, duties, and obligations, and be subject to the following restrictions:

- 1.9.1 Company, its affiliated entities, employees, agents, representatives, contractors, subcontractors, will not transact or otherwise engage in any other activities, business, and/or services, except as described in Section 1.4 of this Agreement, at or on the Airport, unless such is provided for by a separate written agreement or amendment to this Agreement with Aviation.

1.9.2 Landing Rights: Company shall be responsible for submitting or ensuring a Landing Rights Approval Request is submitted to the local U.S. Customs and Border Protection (CBP) Port Director on behalf of any new or existing international scheduled or charter air carrier for which Company provides services as authorized in Section 1.4. Company shall notify Aviation upon submission of the Landing Rights Approval Request.

1.9.3 Gate and Ticket Counter Assignments: Company shall be responsible for supplying to Director, the upcoming flight schedule for its airline customer, Permitted or Non-Permitted, for gate use and/or ticket counter assignments, twice a year, at a date determined by the Director. Such schedule should include total number of ticket counter positions and/or gates required.

Company acknowledges and will notify its airline customers that flight schedules received after the requested dates will be assigned on a first come first serve basis based on available gates and/or ticket counters.

Company acknowledges that the Director will assign the use of Common Use Facilities, including, but not limited to, ticket counter positions and gate hold rooms, and that such assignments will be determined in accordance with the priority procedures currently in place.

1.9.4 Company acknowledges that it will have secured ticket counter positions and/or gate(s) before accepting any new and/or modified service from an airline customer, either current or future, Permitted or Non-Permitted.

1.9.5 Consortiums: Company and its Non-Permitted airline customers will be subject to satisfactory payment arrangements with the Airport's consortiums, including but not limited to fueling and wheelchair consortiums. Company will use best efforts to ensure that payments are made to the Airport's consortiums in a timely manner.

1.9.6 Security and Operation Related Services: Company and its Non-Permitted airline customers will be subject to satisfactory payment arrangements with any applicable firm(s) providing, but not limited to, wheelchair providers, and baggage checkers, or other security related services that may be required from time to time, at the Airport whether provided by a consortium and/or Aviation. Company will use its best efforts to ensure that payments are made to the firm and/or other entity providing, but not limited to, security screening or related services in a timely manner.

1.9.7 As a condition precedent to this Agreement, Company agrees to disclose any franchise, cooperative agreement or other relationship with any other ground handling services provider and/or firm(s) (local or nonlocal). Company further agrees not to make any changes, alterations, additions or deletions in its operations, franchises or cooperative agreements regarding its aforesaid representations during the term of this Agreement without the prior written approval of Director.

- 1.9.8 Company shall be responsible to have a representative present for all meetings called by Aviation.
- 1.9.9 Company shall ensure all personnel providing ground handling services undergo regular training programs consistent with IATA standards, including safety, security, and operational training. Company shall provide Aviation with annual certifications of compliance, when requested by Aviation, and make training records available for audit upon request.

1.10 FACILITIES, MAINTENANCE, AND REPAIR – AVIATION

In the operation of Company's activities within the Assigned Areas, Aviation will provide and maintain the following:

- 1.10.1 Access to electricity, telephone, and other electrical-based and sewer utilities will be available in a panel identified by Aviation.
- 1.10.2 Maintenance and repair of heat and air conditioning (HVAC) to the Assigned Areas.
- 1.10.3 Systems repair to basic utilities at the Assigned Areas.
- 1.10.4 Maintenance and repair of exterior and structural integrity of the Assigned Areas, except damage caused by the negligence of Company, or Company's Agents.
- 1.10.5 Maintenance and repair of the common use areas of the building including, but not limited to, common use access doors, hallways and common use restrooms. In the event that any repair is required by reason of the negligence or abuse of Company or Company's Agents, or any other person using the Assigned Areas with Company's consent, express or implied, County may make such repair and bill Company at cost and add twenty (20%) for administration of the repairs.

1.11 FACILITIES, MAINTENANCE, AND REPAIR - COMPANY

It is understood that Company will provide and maintain, at Company's sole expense, the following:

- 1.11.1 Company shall perform ordinary preventative maintenance, ordinary upkeep, and repair of all facilities, personal property, and equipment, including, but not limited to, fixtures, doors and windows, floor coverings, all electrical work, plumbing, appliances, and fixtures, within its Assigned Areas and other facilities that may be used or occupied by Company from time to time. Company shall also be responsible for the following:

- A. Heating and air conditioning within the Assigned Areas that are over and above Airport wide system repair.
 - B. Building structural repairs and maintenance as a result of negligent or willful actions or non-actions of Company, or Company's Agents.
 - C. All interior Assigned Areas maintenance and repair, including, but not limited to, the replacement of light bulbs, tubes, doors, gates, and fixtures, including additional or decorative lighting.
 - D. Connection of additional utilities and recurring periodical charges which are over and above the basic utilities provided by Aviation.
- 1.11.2 Company is responsible for all janitorial service and requirements, including, but not limited to, daily routine Assigned Areas clean-up, window and wall cleaning, and garbage disposal within the Assigned Areas or other assigned areas and to keep the Assigned Areas in good and tenable condition throughout the Term of this Agreement. Company will provide and use suitable, covered, sturdily-constructed receptacles which are screened from public view for all garbage, trash, and other refuse created on or arising in connection with the activities conducted in the Assigned Areas. Company will be responsible for the proper removal and disposal of all garbage, debris, contaminants, and any other waste material (whether solid or liquid) from the Assigned Areas or out of its operation at other locations of the Airport. Such removal will conform to all governmental requirements and regulations.
- 1.11.3 Company will maintain its Apron Areas and Ramp Areas in a neat, clean and orderly condition, and properly store all items on the Apron Area and Ramp Area in a manner that keeps such areas free from litter, debris, foreign object debris (FOD), refuse, petroleum products, or grease that may result from activities of its passengers, employees, agents, or suppliers; remove all oil and grease spillage that is attributable to its Non-Permitted airline customers' aircraft or equipment from such aircraft parking positions, in accordance with Company's regulations and the Airport Rules and Regulations and Operating Directives.
- 1.11.4 In the operation of Company's activities within the Assigned Areas, Company agrees to routinely inspect its Assigned Areas as well as any and all operating areas, whether owned, operated, maintained, or otherwise under the control of Company, that is used by Company in the conduct of its business at the Airport, for any damage that may exist and/or repairs that may be required. Company shall report any such findings to Aviation, through the Airport Control Center, within two (2) hours of its inspection, unless otherwise deemed to require an immediate response or an emergency. Upon Company's inspection and subsequent notification to Aviation, Company will not utilize such facilities and Company 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. Company shall accept full liability for its use of the area.

- 1.11.5 Should Company fail to perform any of its maintenance and repair responsibilities, Aviation may, but is not obligated to, provide maintenance and make repairs which it determines to be necessary, charging the same to the expense of the Company upon thirty (30) days prior written notice of its intent to do so; except in the case of emergency for which no notice is necessary, plus twenty percent (20%) administrative fee.

1.12 USE OF EQUIPMENT

- 1.12.1 It is acknowledged by Aviation that Company may use certain vehicles and equipment in the operation of its business pursuant to this Agreement. The use and movement of these vehicles and equipment in, on, and about the Assigned Areas, ramp areas, and any other areas of the Airport are covered by the terms of this Agreement. When not in use, the vehicles and other equipment will be parked within the Assigned Areas or other area as specifically instructed by the Director. Company will provide the Director with a current list of its owned or leased vehicle equipment to be utilized under this Agreement.
- 1.12.2 Company agrees that it will provide sufficient equipment to meet the needs of its customers during all operational hours, including, but not limited to, peak hours, special events and all necessary resources to service wide-body aircraft.
- 1.12.3 All equipment will be operated by Company and Company's Agents in a safe and orderly manner at all times and in accordance with the responsible safety and traffic practices, with any Rules and Regulations, Operating Directives, and/or procedures established by Aviation or any other governmental agency.
- 1.12.4 All equipment to be used in the operation of Company'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. Upon objection from the Director to Company concerning the operation of such equipment or the unsafe and unclean condition of the equipment, Company will immediately remedy the cause of the objection within twenty-four (24) hours. Company will immediately remove any equipment from the Airport that is not being actively used in Company's operations or that is not fully functional.
- 1.12.5 Company agrees that upon thirty (30) days advance written notice from the Director, Company will provide an inventory of all equipment used in the operation of Company's business at the Airport. Such inventory report shall include, but is not limited to, 1) where such equipment was obtained from, including 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.

1.12.6 The Company shall provide and maintain all necessary ground support equipment (GSE) and resources to service wide-body aircraft, including but not limited to the following:

- A. Aircraft tow tractors capable of handling wide-body aircraft.
- B. High-lift catering trucks to accommodate wide-body aircraft door heights.
- C. De-icing equipment sufficient to cover the surface area of wide-body aircraft (if applicable).
- D. Adequate belt loaders and cargo loaders for wide-body aircraft operations.
- E. Passenger stairs or boarding ramps designed for wide-body aircraft (where applicable).
- F. Potable water and lavatory servicing vehicles equipped to meet the capacity needs of wide-body aircraft.

The Company shall maintain a complete and updated inventory of its equipment, specifying each unit's capacity and capability to service wide-body aircraft, and provide this inventory to Aviation upon request or as part of the annual audit process.

1.13 METHOD OF OPERATION

- 1.13.1 Company will furnish services and facilities on a fair, reasonable, and nondiscriminatory basis.
- 1.13.2 Company will be required to act as an agent for Aviation and be the primary liaison between Aviation and the international scheduled and charter air carriers operating at the Airport and any applicable regulatory agencies. As such, Company will provide coordination and assistance with required notices and operational accommodations for those airline customers with which it has a valid agreement or contract to provide such services.
- 1.13.3 Company will select a full-time manager or other responsible employee who will be available during regular business hours to manage and respond to customer and Aviation inquiries and needs.
- 1.13.4 Company will have employed an individual(s) authorized in A&P and be able to provide push-off services from the gate to an area designated by the Director, for its airline customers. Such employees shall be available on-call by Company during

non-operational hours at the Airport, in the event that pushback services are required.

- 1.13.5 Company shall identify an individual to serve as a liaison between Company and Aviation's staff. Liaison's responsibilities shall include, but not limited to, assisting Aviation's staff in aircraft gating, assignment of ticket counter positions, and queue management at ticket counters.
- 1.13.6 Company shall provide a Lobby Agent(s) to assist its airline customers and its passengers during the check-in process at the ticket counters and/or Self-Service Check-In Kiosks, or as may otherwise be directed by the Director, at no additional cost to the Aviation.
- 1.13.7 Company will employ a sufficient number of personnel to handle the operations of its business in a professional manner and to meet its performance measures for services included under this Agreement. All such employees shall, at all times while on duty, conduct themselves with exemplary demeanor, be courteous and polite to the public and not engage in any raucous or offensive conduct.
- 1.13.8 Company will provide and maintain a local, 24-hour monitored telephone for emergency service and regular customer service contact requests that may be required. Any such calls and/or requests for service shall be responded to within a thirty (30) minute period, maximum, unless otherwise advised. In the event Company does not respond in this timely manner, Aviation reserves the right to have the work performed elsewhere and the Company will be charged back, plus twenty (20%) administrative fee.
- 1.13.9 Company shall respond to questions or complaints regarding the quality of services, whether raised by customers, Aviation or otherwise, may be submitted to Company for response. At Aviation's request, Company shall meet with the Director to review any complaints or concerns and to correct any deficiencies promptly. Aviation's determination as to quality of operation or services shall be conclusive and curative measures shall be implemented by Company as expeditiously as possible.
- 1.13.10 The Company shall provide the highest quality services for its airline customers and its passengers. All items purchased for the Company's operation must come from reliable sources. All items used in the Company's operation shall be new, except as specifically authorized by Aviation, shall be of first quality, and shall conform in all respects to federal, state and local laws, orders and regulations. Failure on the part of the Company to correct, modify or rectify any deficiencies within thirty (30) days, following written notice from the Director, shall be a breach of this Agreement and a cause of the exercise of any remedies, including the termination of the Agreement as provided for in Section 2.14.

1.13.11 **Service Performance Metrics (KPIs):** Company shall perform all ground handling services in strict adherence to the applicable standards and protocols outlined in the Department of Aviation's Airport Operating Directives, as it may be amended from time to time.

- A. All operational requirements, including gate turnaround times, baggage handling, and passenger processing, shall comply with the most current version of the Operating Directive, including but not limited to General Airline Operating Principles and Common Use Operations.
- B. Equipment and staffing levels must support compliance with gate dwell time limits and other operational efficiency metrics, as specified in the Operating Directive.
- C. The Company shall submit monthly performance reports demonstrating compliance with the standards and protocols set forth in the Operating Directive. Aviation reserves the right to audit these reports for accuracy and adherence.

Failure to meet the performance expectations outlined in the Airport's Operating Directives may result in corrective actions, penalties, or termination of this Agreement, as deemed appropriate by Aviation.

It is the Company's responsibility to remain informed of and comply with all updates or amendments to the Airport Operating Directives, which shall be provided by Aviation or made available on the Airport's official website.

1.13.12 **Equipment Readiness for Wide-Body Aircraft:** Company must ensure all required equipment for wide-body aircraft operations is operational and positioned for use prior to the scheduled arrival of such aircraft. In the event of equipment failure, the Company shall immediately notify Aviation and provide a contingency plan to secure backup equipment within 1 hour to minimize operational disruptions.

1.14 CONTROL OF PERSONNEL

Company will, in and about the Assigned Areas and elsewhere upon the Airport, exercise reasonable control over the conduct, demeanor and appearance of Company's Agents and their conduct shall be in an orderly and proper manner so as not to annoy, disturb or be offensive to others. Company and Company's Agents shall, at all times while on duty, conduct themselves 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 the Director to Company concerning the conduct, demeanor or appearance of such persons, Company will, within a reasonable time, remedy the cause of the objection. The Director will be the sole judge as to whether or not the conduct of the employees of the Company meets the requirements under this Agreement and, upon notice from the Director of any non-conformity; Company will take all steps necessary to eliminate the condition.

1.15 WIRELESS APPLICATIONS AND SIMILAR TECHNOLOGIES

Company acknowledges that Aviation has and continues to install wireless capabilities for operational uses, in accordance with applicable Federal Communications Commission (FCC) regulations, rulings, and/or guidelines. Company agrees that it 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 without first having obtained the express written permission of the Director. Such wireless applications shall only be for Company's operational use. At the request of the Director, Company 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. Aviation reserves the right to impose a fee for the use of such wireless equipment or charge for any space required for the installation of such equipment, as additional rentals payable under this Agreement. Such wireless application shall only be for Company's operational use. Company shall not have any right to install any type of wireless device, application, or technology at the Airport for commercial or revenue generating purposes. Use by any others for the benefit of any other parties is specifically prohibited. At the request of the Director, Company will cease operation of a particular device due to the interference with another transmitting device that is deemed necessary for operational and/or life-safety purposes.

1.16 NETWORK USAGE

- 1.16.1 Company will not be allowed to install any proprietary cabling and/or similar infrastructure at the Airport without prior written approval from the Director. As such, Company shall make use of Aviation's data communications backbone for its communications needs to connect separate operating locations within the Airport. Where authorized, at the discretion of the Director, any and all data communication cabling installed by Company shall be in accordance with Aviation's Tenant Improvement Manual requirements, and upon installation shall become the property of Aviation, and shall be maintained by Aviation. Aviation may impose reasonable fees to Company for the use of such network, including, but not limited to, any fees for unusual and/or excessive or non-standard usage, as reasonably determined by the Director.
- 1.16.2 Company will assign a representative(s), hereinafter "Authorized Network Representative," to work with Aviation to determine user access and network connectivity information. Company shall be solely responsible for ensuring that Authorized Network Representative(s) are not security risks, and upon Aviation's request, provide Aviation with information reasonably necessary for Aviation to evaluate any security event or incident relating to any Authorized Network Representative(s) or use of Aviation's network.
- 1.16.3 Company shall be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (i) Company's use of Aviation's network is secure and is used only for authorized

purposes stated herein, and (ii) Company's business information and data are protected against improper access, use, loss, disclosure, alterations, or destruction. Company agrees that it will not abuse or misuse the network connection, or any of the components thereof, or any of the capabilities provided. Unless otherwise explicitly provided herein, in no event shall Company use the network connection as its internet service provider.

- 1.16.4 Company shall notify Aviation's Information Systems as soon as possible upon the discovery of any security breach or potential security breach that may affect Company or Aviation's confidential information or the security of the network or any network connection.
- 1.16.5 Company shall ensure adequate security protection for Aviation from any third party connections established on Company's network. Adequate security protection means (i) protection to preserve confidentiality, integrity, and availability of the network and information of Aviation, and (ii) protection from malicious codes and/or unauthorized intrusions.
- 1.16.6 Company and Aviation shall be responsible for maintaining the highest industry standards for security best practices on computing devices that could affect the availability and health of the network connection, the network, systems, applications or data of Company and Aviation, specifically including, but not limited to, use of up-to-date anti-virus protection, anti-SPAM, and establishment of use of a timely security patch management process.

1.17 NOTICES

All notices, requests, consents and approvals under this Agreement will be served or given by certified mail, registered mail, to the P.O. Box listed below, nationally recognized courier such as FedEx or UPS to the street address listed below, or email, except in cases of emergency, in which case it will be confirmed by email or facsimile. All communication via email or facsimile will be confirmed by a response email or facsimile or automated confirmation method. Any changes to the contact information contained herein will be exchanged in writing.

- 1.17.1 **Notices to Aviation:** Notices intended for Aviation sent certified or registered mail will be addressed to:

Clark County Department of Aviation
Attn: Business Office
P.O. Box 11005
Las Vegas, Nevada 89111-1005
FAX: (702) 261-5562

Notices intended for Aviation sent via nationally recognized couriers such as FedEx or UPS, will be addressed to:

Harry Reid International Airport
Attn: Business Office
2nd Floor – Central Services
5757 Wayne Newton Boulevard
Las Vegas, Nevada 89119

Notices intended for Aviation sent via email, will be addressed to:

aviationaffairs@lasairport.com

or to such other address as may be designated by Aviation by written notice to Company.

- 1.17.2 **Notices to Company:** Notices intended for Company via certified or registered mail will be addressed to:

Cole Munger
VP of Real Estate & Airport Affairs
WORLDWIDE FLIGHT SERVICES, INC.
222 W. Las Colinas Blvd
Suite 1800N
Irving, TX 75039
PHONE: (346) 764-0643
EMAIL: cole.munger@wfs.aero

Notices intended for Company sent via nationally recognized courier such as FedEx or UPS, will be addressed to:

Cole Munger
VP of Real Estate & Airport Affairs
WORLDWIDE FLIGHT SERVICES, INC.
222 W. Las Colinas Blvd
Suite 1800N
Irving, TX 75039
PHONE: (346) 764-0643
EMAIL: cole.munger@wfs.aero

Notices intended for Company sent via email, will be addressed to:

EMAIL: cole.munger@wfs.aero

or to such other address as may be designated by Company by written notice to Aviation.

ARTICLE II

2.1 ASSIGNMENT

2.1.1 Company will not assign its rights or duties hereunder, or any estate created hereunder, in whole or in part, except (i) to an affiliate of Company, or (ii) with the prior written consent of Aviation. Any such assignment will be specifically subject to all provisions of this Agreement. Any assignment without Aviation's consent is void, which consent will not be withheld unreasonably or delayed, but will be given in the event that assignee presented is a proper and fit person or entity with financial resources sufficient in Aviation's reasonable judgment to be financially secure to perform the obligations of this Agreement. Further any such assignment will be specifically subject to all provisions of this Agreement. Any assignment without Aviation's consent is void and will not be recognized by Aviation or release Company from its obligations under this Agreement.

- A. Any voluntary transfer of fifty percent (50%) or more of Company's stock will be deemed an assignment.
- B. Before any assignment will become effective, the assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term. When seeking consent to an assignment hereunder, Company will submit a copy of the document or instrument of assignment to Aviation.
- C. Any transfers of partners of Company or shareholders or partners of Company for estate purposes or a recapitalization of some or all of Company's equity will not be considered an assignment.

2.1.2 No Release of Company

- A. Regardless of Aviation's consent, no assignment will release Company of Company's obligation or alter the primary liability of Company to pay the rent and to perform all other obligations to be performed by Company.
- B. The acceptance of rent by Aviation from any other person will not be deemed to be a waiver by Aviation of any provision hereof.
- C. Consent to one assignment will not be deemed as consent to any subsequent assignment.
- D. Any assignment without Aviation's consent is void, and at the option of Aviation shall constitute a default hereunder.

- 2.1.3 In no case may the activities, uses, privileges and obligations authorized herein or the Assigned Areas or any portion be assigned, for any period or periods after a default of any of the terms, covenants, and conditions contained herein.
- 2.1.4 Aviation reserves the right to deny any assignment by Company for any reason it deems in the best interest of Aviation, which shall not be unreasonably withheld.
- 2.1.5 In the event of a default by an assignee of Company or any successor of Company, in the performance of any of the terms, Aviation may proceed directly against Company without the necessity of exhausting remedies against said assignee or designee.

2.2 SUBLEASING/SUBCONTRACTING

Company will not subcontract services or sublease, rent or permit any persons, firms or corporations to occupy any part of the Assigned Areas without having first received consent as follows:

- 2.2.1 Any arrangements must be in the form of a written instrument and must be specifically for purposes and uses of the Assigned Area as authorized under this Agreement and shall be subject to the provisions of this Agreement. Company will submit a copy of such writing at the time of requesting consent of the Director. Agreements for services such as maintenance of buildings and landscaping, are not covered by this Section.
- 2.2.2 Company shall incorporate language acceptable to Aviation into its subleases that references this Agreement, as may be amended from time to time, and that makes each subject to the terms and conditions of this Agreement.
 - A. All subleases must be for uses permitted under Section 1.4 of this Agreement, and will be subject to the provisions of this Agreement. Company hereby agrees that it shall incorporate language acceptable to the Director into all of its future sublease agreements and, any similar restrictions which Company may create in relation to the use of the Assigned Areas by Company's Agents. Company shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time.
- 2.2.3 Aviation reserves the right to deny any sublease presented by Company for any reason it deems in the best interest of Aviation, which shall not be unreasonably withheld.
- 2.2.4 Company may subcontract part of its International Ground Handling Services, which has prior approval of the Director; however, Company shall not be allowed

to subcontract more than twenty-five percent (25%) of its total authorized services and may only subcontract aircraft maintenance, GSE maintenance, fueling, catering, and wheelchair services.

- 2.2.5 Company shall ensure any subcontractor adheres to the same standards of quality, safety, and compliance as stipulated in this Agreement. Subcontractors must be pre-approved by Aviation and subject to periodic audits by the Director to ensure conformance with IATA and Airport standards. The Company shall remain fully responsible for all services rendered by its subcontractors.

2.3 ATTORNMENT

- 2.3.1 In the event Company ceases to be a party to this Agreement and perform its obligations hereunder to Aviation, other than by a transfer of interest and novation approved in writing by Aviation, all sublessees will recognize Aviation as the successor to Company, be bound by the terms and conditions of this Agreement and render performance hereunder to Aviation as if the Agreement were executed directly between Aviation and sublessees; provided, however, Aviation agrees that so long as sublessees are not in default, Aviation agrees to provide quiet enjoyment to sublessees and Aviation agrees to be bound by all of the terms and conditions of such sublease.
- 2.3.2 In the event this Agreement is terminated for any reason, all sublessees will be liable to Aviation for the payment of each pro rata share of the rentals and fees required under Section 1.5 of this Agreement.

2.4 SIGNS AND/OR WORKS OF ART

- 2.4.1 Company will not erect, install, operate, nor cause or permit to be erected, installed, or operated upon Airport property, except as provided below, any signs or other similar advertising devices for its own business. Aviation reserves all rights to establish any advertising signs located on any Assigned Area or Airport property.
- 2.4.2 Any identifying signs erected, installed, operated or attached to the Assigned Areas will require the prior written approval of the Director. Such written consent may consider factors, including but not limited to, size, type, content, and method of installation.
- 2.4.3 Company will not commission, install or display third party advertising without the prior written approval of the Director. Such advertising shall be subject to standard airport advertising fee schedule and shall be in conformance with the Airport Advertising Policy.
- 2.4.4 Company will not commission, install or display any work of art without the prior written approval of the Director and without a full written waiver by the artist of all

rights under the Visual Artist's Rights Act of 1990, 17 U.S.C. (Sections 106A and 113).

2.5 ENTRY AND INSPECTION OF ASSIGNED AREAS

Aviation, its authorized officers, employees, agents, contractors, subcontractors or other representatives will have the right to enter upon the Assigned Areas for the following reasons, by providing at least two (2) business days prior written notice and while accompanied by a representative of Company except in an emergency, in which case, Aviation will specify the nature of the emergency and the need for immediate entry:

- 2.5.1 To inspect at reasonable intervals during regular business hours (or any time in case of emergency) to determine whether Company has complied and is complying with the terms and conditions of this Agreement.
- 2.5.2 For the purpose of inspecting the Assigned Areas and for fulfilling Aviation's obligations hereunder, provided however, that such entry will be at such times and in such manner as to not unreasonably interfere with the operations of Company. Aviation may, however, enter at any time for emergency repairs or maintenance without responsibility to Company for loss of business.
- 2.5.3 No such entry by or on behalf of Aviation upon these Assigned Areas will cause or constitute a termination of this Agreement nor be deemed to constitute an interference with the possession thereof nor constitute a revocation of or interference with any of Company's rights in respect thereof for exclusive use of the Assigned Areas.
- 2.5.4 The inspections contemplated by the parties to this Agreement, pursuant to this Section, are for the sole benefit of the parties. No benefit to any third party is contemplated nor intended.

2.6 LIENS

- 2.6.1 Company and Company's Agents 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, any Improvements, or equipment, or any other portion of the Airport. Should Company or any subtenant cause any Improvements to the Assigned Areas, Company 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 its respective 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 Aviation or County's real estate or any leasehold interest thereon on account of any work done, labor performed or materials furnished under this

contract. Contractor agrees to indemnify, defend and hold Aviation harmless from any liens filed upon County's property and Company's leasehold interest and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor's sole cost."

- 2.6.2 Should any lien be placed on the Assigned Areas, any Improvements, or equipment, Company 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 Company or any of its contractors or subcontractors upon Company'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, Company will bond against or discharge the same within thirty (30) days after written request by the Director.
- 2.6.3 Company agrees to indemnify, defend and hold Aviation harmless from any liens filed upon Aviation's property and shall promptly take all necessary legal action to ensure the removal of any such lien at Company's sole cost.
- 2.6.4 Pursuant to NRS §108.234, Aviation hereby informs Company that Company must comply with the requirements of NRS §108.2403 and NRS §108.2407. Company shall prepare and deliver to Aviation, a Notice of Non Responsibility as required by NRS Chapter 108. Company shall post in a conspicuous location at the Assigned Areas a Notice of Non Responsibility for the benefit of Aviation. Company's contractors may not enter the Assigned Areas to begin construction of any Improvements, or preparation for the same, until Company has delivered evidence satisfactory to Aviation that Company has complied with the terms of this Section and NRS Chapter 108.
- 2.6.5 Failure by Company to comply with the terms of this Section shall permit Aviation to declare Company in default hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement

2.7 RULES AND REGULATIONS

Company 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, 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. Company must adhere to the Airport Rules and Regulations, as amended from time to time. Company agrees to be subject to any fines resulting from violations of any Rules and Regulations. Company will keep current municipal, state or federal licenses or permits required for the conduct of its business, if any.

2.8 AIRPORT SECURITY

Company covenants that it will, at all times, maintain the integrity of the Airport Master Security Plan and Transportation Security Administration (TSA) Regulations currently in effect or as may be implemented or modified from time to time, and that it will always maintain the security of the Airport and/or any access which Company maintains. Company also agrees that it shall also be responsible for any and all actions of its employees, subcontractors, suppliers, agents, and/or representatives, and shall provide any and all necessary escorts as outlined in the Airport Master Security Plan, at all times. Company covenants that it will always maintain the security of any airfield access which Company maintains. Should Company allow unauthorized access to the Airport Operations or Security Area, and/or should Aviation be cited for a civil penalty, Company agrees to reimburse Aviation for any monetary civil penalty which may be imposed by the Federal Aviation Administration, the TSA, or any appropriate agency.

2.8.1 Airport Security Program

Company shall be responsible for obtaining and coordinating any TSA required and Aviation administered criminal history record checks, security threat assessments, badging, vehicle decals, and/or other activities required to ensure their agents, employees, vendors, suppliers, service providers, directors, or officers are in compliance with the Airport Master Security Plan, Title 20 Ordinance, TSA Regulations 49 CFR Parts 1500, 1520, 1540, 1542, 1544, 1546, 1548, and 1550, as promulgated, and the terms and conditions of this Agreement.

2.8.2 Background Checks

Company shall be responsible for the proper certification and background checks for all its employees, agents, vendors, suppliers, service providers, contractors, subcontractors, officers, and directors for which it requests and/or obtains an Airport Security Badge. Such certifications include those in support of TSA required criminal history record checks, and security threat assessments. In the event Company, or any of its employees, agents, vendors, suppliers, service providers, contractors, subcontractors, officers, and directors fails in its responsibilities for proper certifications, background checks or to return such Airport-issued badges upon cessation of employment or other circumstances, as described in above paragraph, and/or any cause of action that either singularly or collectively would require County to be in violation of TSA Regulations, TSA-approved Airport Master Security Plan (to include re-badging of all Airport personnel) and applicable Part 1542 security directives, Company shall solely bear the total cost of such TSA-issued monetary civil penalties and/or the re-badging process.

2.8.3 Security Regulations

Company covenants that it will at all times preserve the integrity of the Airport Master Security Plan and TSA Regulations above, and that it will always preserve the security of any Secure Area/SIDA access which Company maintains. Company agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all escorts, as outlined in the Airport Master Security Plan, at all times. Company agrees that it shall be responsible for ensuring its employees, subcontractors, suppliers, agents, and/or representatives shall adhere to all Airport and TSA security policies, procedures and rules.

2.8.4 Compliance

Should Company, its employees, subcontractors, suppliers, agents, and/or representatives cause any TSA Letter-of-Investigation (LOI) or TSA monetary civil penalty to be assessed against Aviation, Company agrees to reimburse Aviation for all costs which may be imposed by TSA. Company may have badge/access privileges immediately suspended and/or revoked by the Director of Aviation or designee for failure to adhere to the Airport Master Security Plan or for failure to return all badges within the time frames specified herein. In the event of a severe incident, such actions may also result in the immediate suspension and/or termination of this Agreement, at the sole discretion of the Director.

2.8.5 Badging

In accordance with the Airport Master Security Plan, Company must obtain Airport security badging and fingerprinting for its eligible employees, contractors, subcontractors, suppliers, agents, and representatives, and pay any and all related costs associated with this privilege as defined in Section 1.5.

Airport security badges are the property of Aviation and expire annually, at 11:59 PM on the date of the badge holder's birthday or other time as specified by the Director. Lost badges must be immediately reported to the Airport Badging Office at (702) 261-5652 during normal business hours. Outside of normal business hours, lost badge reports must be made to the Airport Control Center at (702) 261-5125.

If the badge holder's Airport access is deactivated due to badge expiration, termination, suspension and/or other cessation of employment and/or termination of this Agreement, or such other terms as may be designated by the Director, Company must immediately report such information to Aviation, via the contact entities and phone numbers provided above. Company is responsible for ensuring all Airport-issued badges are returned to Aviation for any circumstances as described above.

2.9 AIRPORT PERSONNEL IDENTIFICATION

All personnel requiring access to the Airport Terminal Buildings or Airport Operations Area will be required to obtain identification and clearance issued at the sole discretion of Director, and in accordance with Airport Rules and Regulations Code, and the most current Airport Master Security Plan. Company covenants that it will at all times maintain the integrity of the Airport Master Security Plan, FAR Part 107, and the Automated Access Control System. Company agrees to obtain Airport badging for its employees and representatives, and pay any and all related costs associated with this requirement. Said badges will only be valid for the term of this Agreement 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 Agreement. Company is responsible to return the badges of employees and representatives that are no longer employed by Company. Company agrees to pay any associated fees and/or penalties for all badges not returned within this time frame. Company will be required to comply with all security requirements currently in effect or as may be implemented from time to time, including but not limited to background checks for each badge requested.

Company will be required to have each employee continuously display any issued Airport security badge while on Airport property. Failure to do so will result in the immediate suspension and/or termination of the badge access and this Agreement.

Company will have some or all badge/access privileges immediately suspended and/or revoked as appropriate in the sole discretion of the Airport Security Administrator for failure to adhere to the Airport Master Security Plan or for failure to return all badges within the time frames specified herein, and fined as provided under Airport Rules and Regulations. Such actions may also result in the immediate termination of this Agreement, at the sole discretion of Director.

2.10 INGRESS AND EGRESS AND VEHICLE PARKING

Company and Company's agents shall have the nonexclusive right of reasonable ingress to and egress from its Assigned Areas over Airport System roadways, including common-use roadways, subject to any rules or security regulations which may have been established or shall be established in the future by the Director, County, the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), and/or the State of Nevada. The right of ingress and egress likewise applies to the transport of equipment, material, machinery and other property related to Company's authorized business under this Agreement. Company will have the nonexclusive right, in common with other Airport tenants and the general public, for ingress and egress to the Airport. Company or Company's Agents will not have the right of free vehicle parking in the Airport's public parking lots.

2.11 TAXES, LICENSES, AND PERMITS

Company must, at its own expense, identify, provide to Aviation and maintain in force, any and all licenses and permits required for the legal operation of all aspects of this Agreement. Company will promptly pay all taxes, excises, license fees and permit fees of whatever

nature applicable to its operation and lease of Assigned Areas hereunder. Company may elect, however, at its own cost and expense to contest any such tax, excise, levy or assessment. Company will keep current federal, state, municipal or local licenses or permits required for the conduct of its business. Company will pay before delinquency all taxes, excises, license fees and permit fees of whatever nature applicable to the Assigned Areas, the Improvements and Company's personal property, including, but not limited to, real property taxes. Company shall not be responsible for any of County's franchise, inheritance, income or other tax levied on County or County's right to receive income from the Assigned Areas. Notwithstanding anything herein to the contrary, Company will promptly pay all taxes if at any time the Assigned Areas or any part thereof will otherwise be immediately subject to forfeiture, foreclosure or other similar proceedings. Company agrees to indemnify and save harmless County from any and all loss, cost, damage, expense, penalty or any liability whatsoever resulting from or in any manner arising out of the delay or failure of Company to pay when due, discharge or comply with any such taxes or other governmental charge. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

2.12 INDEMNITY

Company agrees to indemnify, defend and hold Aviation harmless against all liability, loss, demand, or other expense, including, but not limited to, defense costs, expenses and reasonable attorney fees, imposed upon Aviation by reason of injuries or death of persons, including wrongful death, and damages to property alleged to be caused during or because of Company's use or occupancy of Airport property, or Assigned Areas, or any actions or non-actions of Company, and Company's Agents, including the movement of aircraft or vehicles, provided however, that such indemnity will not apply as to any negligent act or omission of Aviation, its employees, agents, or representatives. These duties shall apply whether or not the allegations are found to be true. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

2.12.1 Patent Indemnity Company hereby indemnifies and shall defend and hold harmless Aviation and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Aviation and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Agreement by Company, or out of the processes or actions employed by, or on behalf of Company in connection with the performance of the Agreement. Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Aviation or its representatives; provided that Aviation or its representatives shall have notified Company upon becoming aware of such claims or actions, and provided further that Company aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Aviation or its representatives.

2.13 INSURANCE AND CONSTRUCTION BONDS

Company will ensure that all insurance and construction bonds as required herein are provided and maintained by the Company, its contractors, sublessees, or other parties who develop any portion of the Assigned Areas. As used in this Section, any reference to Company shall be deemed to include Company's contractors, sublessees, or other parties involved in the development and/or potential lease of the Assigned Areas, as applicable.

2.13.1 **Insurance Requirements:** Upon Company's execution of this Agreement and during the entire term of this Agreement, Company agrees to furnish and maintain satisfactory evidence of insurance as required herein or as may be identified in Clark County Code, Title 20, **whichever is greater**. All required coverage shall be evidenced by a current certificate of insurance. Prior to the commencement of any Improvements or equipment installation on or about the Assigned Areas, Company will require that its construction contractor and all sublessees procure and maintain insurance naming both Company and County as an insured. Each contractor and subcontractor shall procure and maintain until all of their obligations, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the contractor, its agents, representatives, employees or subcontractors. Such insurance will provide coverage and limits as are determined customary in the industry by the Director and Company. Such insurance will include, as applicable, but is not limited to, the following:

- A. **Comprehensive Commercial General Liability Insurance** including products liability, for claims of property damage, personal injury, bodily injury or death allegedly resulting from Company's activities into, on, or leaving any part of the Airport, in an amount not less than Fifty Million (\$50,000,000) Dollars, per person, per occurrence, combined single limit, minimum aggregate, if any, of One Hundred Million (\$100,000,000) Dollars.
- B. **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.
- C. **Hangar Keepers Liability Insurance** in an amount adequate to cover any non-owned property in the care, custody and control of Permittee on the Airport, but in any event in an amount not less than Five Million (\$5,000,000) Dollars, per occurrence, combined single limit.
- D. **Worker's Compensation Insurance** in the amounts and form as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Certificates evidencing the valid, effective insurance policies will be provided to and kept on file with the Director.

- E. **Property Insurance Coverage** with responsible insurance underwriters any and all Improvements constructed by it upon and within the Assigned Areas, including all personal property contained therein, to the extent of not less than one hundred percent (100%) of the Full Insurable Replacement Value of such Improvements, including property and personal property using the all-risk form of protection as acceptable to the Director. Company will be responsible for insuring against any rental protection resulting in loss of income, personal property or extra expense to Company.
 - F. **Builder's Risk**, if applicable, Company will provide coverage that insures that any Improvements constructed by it upon and within the Assigned Areas to the extent of not less than one hundred percent (100%) of such Improvements full insurable value using the all-risk form of protection as acceptable to Aviation. Company will be responsible for insuring against any business interruption resulting in loss of income or extra expense to Company. Company shall obtain and maintain flood insurance required hereunder in such amounts and forms as are available, from time to time, under the National Flood Insurance Program.
- 2.13.2 Company shall submit to Aviation an original Certificate of Insurance evidencing the following coverage for each airline customer it provides services for, at least ten (10) days prior to the start-up of services for each airline customer.
 - A. **Aircraft Liability Insurance and General Comprehensive Liability Insurance** for claims of property damage, bodily injury, or death allegedly resulting from the air carrier's activities, into, on or leaving any part of the Airport or Airport system, in an amount not less than One Hundred Fifty Million (\$150,000,000) Dollars.
 - B. **Liquor Liability Insurance** for any facility of air carrier and/or its agents service alcoholic beverages on the Airport, in an amount not less than Ten Million (\$10,000,000) Dollars.
- 2.13.3 Company's or Company's Agents insurance will be primary as respects Aviation and Company, its officers, employees and volunteers acting as agents of Aviation, hereinafter referred to as "volunteers." Any other coverage available to Aviation, its officers, employees and volunteers will be excess over the insurance required by the contract and shall not contribute with it.
- 2.13.4 **Certificates of Insurance:** Company shall provide Aviation evidence of required minimum insurance coverage and endorsements, as noted above, within fifteen (15) calendar days from the date of written approval by Aviation. Such Certificates of Insurance will include, but will not be limited to, the following:
 - A. **Additional Insured:** Clark County, Nevada, its elected officers, appointed executives or other officers, other employees, agents, volunteers, members of

boards, and Commissioners of County of Clark shall be named as additional insured on the above policies (with the exception of employer's liability) to the full limits of liability purchased by Company even if those limits of liability are in excess of those required by this Agreement. Copies of such certificates are to be provided to the Director. All property insurance policies will contain a waiver of subrogation clause in favor of Clark County.

- B. **Endorsements:** All additional insured endorsements shall be included with the Certificate of Insurance. Each insurance policy supplied by the Company or Company's Agents, must be endorsed to provide that the coverage will not be suspended, voided, or canceled or reduced in coverage or in limits except after thirty (30) days prior written notice to Aviation by mail. This notice does not waive the insurance requirements contained herein.
- C. **Aggregate Limits:** If aggregate limits are imposed on the insurance coverage, then the amounts of such limits must not be less than Two Million Dollars (\$2,000,000) or per accident. All aggregates must be fully disclosed and the amount entered on the required Certificate of Insurance. Company's insurers must notify the Director of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate. A modification of the aggregation limitation may be permitted if it is deemed necessary and approved by the Director and Company.
- D. **Best's Key Rating:** The rating of the insurance company'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.
- E. **Deductibles/Self-Insured Retention:** All deductibles and self-insured retention shall be fully disclosed within the Certificates of Insurance. No deductible or self-insured retention may exceed Twenty-five Thousand Dollars (\$25,000) unless the Director gives prior written consent.
- F. **30 Day Notice:** Certificates of Insurance will provide a thirty (30) day written notice provision for cancellation or coverage reduced of any policy.
- G. **Agent:** The Certificate shall be signed by a carrier approved to write insurance in the State of Nevada.
- H. **Renewal Certificates:** All renewal insurance certificates must be provided to Aviation prior to the expiration of the current insurance.

- 2.13.5 Company is responsible for and must remedy all damage or loss to any property, including property of Aviation, caused in whole or in part by Company, its contractors, any subcontractor or anyone employed, directed or supervised by Company.

- 2.13.6 If Company or its contractors fails to maintain any of the insurance requirements or coverage herein, Aviation will have the option of 1) declaring Company in breach of this Agreement under this paragraph; or 2) purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage is maintained. Company is responsible for any expenses paid by Aviation, plus a twenty (20%) administrative fee, to maintain such insurance and Aviation may collect the same from Company.
- 2.13.7 If at any time Aviation decides to implement option 2 of Section 2.13.5 above, the Director will advise Company within ten (10) days' notice of Company's intention to purchase such insurance for Company's account. If Company has not delivered evidence of insurance to Aviation before the date on which the current insurance expires, Aviation will provide such insurance by taking out policies in companies satisfactory to Aviation. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time to time. The amount of premiums paid by Aviation for such insurance shall be payable by Company immediately upon receipt of Aviation's invoice, with interest at a rate of twenty percent (20%) per year, accrued and compounded on a monthly basis, commencing at the date of payment by Aviation.
- 2.13.8 Company is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement. Company shall keep in proper functioning order all firefighting equipment, excluding Aviation's automated sprinkler system.
- 2.13.9 Aviation shall have the right from time to time, on not less than ten (10) days' notice, to require Company to increase the amount or type of coverage required to be maintained under this Agreement.
- 2.13.10 The insurance requirements specified herein do not relieve the Company of its responsibility or limit the amount of its liability to Aviation or other persons and Company is encouraged to purchase such additional insurance as it deems necessary.
- 2.13.11 **Construction Bond Requirements:** Prior to the commencement of any construction or installation of any Improvements, Company shall provide to Aviation all applicable construction bonds as required herein including the following.
- A. Company shall provide and maintain construction bonds or establish a construction disbursement account in accordance with NRS 108.2403 and the Airport Tenant Improvement Manual.

- B. Company will require its contractor(s) to furnish and maintain the following contract bonds covering the construction of the tenant Improvements or installation of equipment on the Assigned Areas:
 - (1) Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract price.
 - (2) Payment and Performance Bond in the amount of one hundred percent (100%) of the contract price.
 - (3) Guaranty Bond in the amount of one hundred percent (100%) of the contract price. The Guaranty Bond will go into effect when the Notice of Completion is approved in accordance with Section 1.14 of this Agreement. Company will provide such bonds to Aviation no later than ten (10) calendar days after notification of award of any construction contract.
 - C. The Bonds referred to in this Section above will be written on the Payment and Performance Bond and Labor and Material Payment Bond and Guaranty Bond forms approved by the Director.
 - D. Company will require its contractor to require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.
 - E. Bonds may be secured through the Contractor's usual sources provided the Surety is authorized and licensed to do business in the State of Nevada.
 - F. Any Labor or Material Payment Bond, Performance Bond, or Guaranty Bond prepared by a licensed nonresident agent must be countersigned by a resident agent as required by NRS 680A.300.
- 2.13.12 Aviation retains the right to adjust insurance and bond requirement limits, as may be necessary to insure against the risk for a specific activity requested by Company and submitted to Aviation for approval. Such limits shall not exceed those limits established for similar activities at the Airport. Company shall require that all policies meet the requirements as set for the in this Section 2.14 of the Agreement or under any sublease agreement with Company.

2.14 TERMINATION BY AVIATION

- 2.14.1 **Default by Company or Termination for Convenience by Aviation:** Company will be considered in default under this Agreement in the event of any one or more of the following occurrences:

- A. Company fails to either commence construction or to complete construction of the Improvements if required under this Agreement.
- B. Company becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal bankruptcy laws, or under any other law or statute of the United States or of any State, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property.
- C. A petition or the liquidation under Federal bankruptcy statutes or action under any present or future insolvency law or statute is filed against Company and is not dismissed within sixty (60) days after the filing or which causes the discontinuance of the fulfillment of any required provision of this Agreement by Company.
- D. Company fails to pay the rental charges or other payments required by this Agreement when due and the continuance of such failure for a period of ten (10) business days after written notice from the Director to Company.
- E. Company has received three (3) default notices for non-payment from Aviation within a twelve (12) month period, regardless of the reason for such default notice and whether or not such default was cured by Company.
- F. Company voluntarily abandons any of the Assigned Areas leased or assigned to it or discontinues the conduct and operation of any businesses at the Assigned Areas or ceases to provide any or all of the services as required under this Agreement.
- G. Violation of Company of the terms and conditions of this Agreement. If such default is not cured, as provided for in Section 2.14.3 of this Agreement, Aviation may, at its sole discretion, suspend or terminate this Agreement.
- H. Company fails to abide by all applicable federal, state, and local laws, ordinances, rules and regulations.
- I. Company fails to take possession of the Assigned Areas.
- J. Company fails to keep all insurance policies in effect, as required under Section 2.13, of this Agreement.
- K. Company fails to comply with the performance standards set forth in Section 1.4.9 of this Agreement.

- L. Notwithstanding any other provision in this Agreement to the contrary, Aviation may terminate this Agreement for its convenience upon 120 days' written notice to Company.

2.14.2 **General Provisions:** All rights and remedies of Aviation herein created or otherwise existing at law are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

2.14.3 **Cure:** Company will be considered in default of this Agreement as set forth in this Section 2.14, and if such failure continues for a period of more than thirty (30) days (except for failure to pay rental charges as described in Section 2.14.1(D) after delivery by the Director of written notice of such breach or default, except if the fulfillment of its obligations requires activity over a period of time, and Company will have commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

2.14.4 **Termination for Default by Company:** If default is made by Company as described above, and such default is not cured as provided in Section 2.14.3, Aviation may elect to terminate this Agreement with thirty (30) days' written notice to Company and have all other rights and remedies at law or in equity.

A. If Aviation elects to terminate this Agreement, it will in no way prejudice the right of action for rental arrearages owed by Company.

B. In the event of any termination for default by Company, Aviation will have the right to enter upon the Assigned Areas and take possession of same. Redelivery and Disposal of Improvements will be as described in Section 2.20 of this Agreement.

2.15 TERMINATION BY COMPANY

2.15.1 **Default By Aviation:** Aviation will be considered in default of this Agreement if Aviation fails to fulfill its obligations set forth in this Agreement, and if such failure shall continue for a period of more than thirty (30) days after delivery by Company of a written notice of such material breach.

2.15.2 **Cancellation:** As the sole remedy, this Agreement shall be subject to cancellation by Company should any one or more of the following conditions occur:

- A. The abandonment of the Airport, or any portion, for longer than six (6) months.

- B. The assumption by the United States government, or any authorized agency, of the operation, control or use of the Airport or any portion and its facilities in such a manner as to substantially restrict Company from installing and maintaining its Assigned Areas and associated operations, if such restriction be continued for a period of three (3) months or more.
 - C. Aviation's redetermination of rents and fees as set forth in Section 1.5.5 of this Agreement.
- 2.15.3 **Cure:** Aviation will not, however, be considered in breach of this Agreement if the fulfillment of its obligation requires activity over a period of time and Aviation has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control.
- 2.15.4 **Termination For Default By Aviation:** If a material breach is made by Aviation as described above, Company may elect to terminate this Agreement with thirty (30) days written notice to the Director.
- A. In the event of the termination for default by Aviation, Redelivery and Disposal of Improvements will be as described in Section 2.20 of this Agreement.
 - B. In the event of any termination for default by Aviation, it will in no way prejudice the right of action for rental arrearages owed by Company.
 - C. In the event of any termination for default by Aviation, all claims regarding loss of revenue, loss of profit, or other costs claimed by Company shall be specifically excluded.

2.16 WAIVERS AND ACCEPTANCE OF FEES

- 2.16.1 No waiver of default by either party of any of the terms, covenants or conditions to be performed, kept or observed will be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, conditions herein contained to be performed, kept and observed.
- 2.16.2 No acceptance of fees or other money payments in whole or in part for any period or periods during or after default of any of the terms, conditions or covenants to be performed, kept or observed by Company will be deemed a waiver on the part of Aviation of its right to terminate this Agreement on account of such default.

2.17 FIRE PROTECTION

From time to time and as often as reasonably required by Aviation, Company will conduct appropriate tests of any fire extinguishing apparatus located on the Assigned Areas. Company will keep in proper functioning order all firefighting equipment located on the Assigned Areas.

2.18 DAMAGE AND DESTRUCTION

- 2.18.1 In the event of damage, destruction, or substantial loss which materially impairs Company's ability to operate upon the Assigned Areas, by any cause, which damage, destruction or loss is not capable of being repaired within sixty (60) days, Company will have the option to terminate this Agreement which option will be exercisable by written notice to Aviation within thirty (30) days after the occurrence of such event. In the event Company elects to terminate this Agreement based upon such damage, destruction, or substantial loss and Company or its employees or agents cause such damage, destruction or substantial loss to occur, Company will be liable for and will pay for all cleanup or demolition necessary to make the Assigned Areas ready for repair, replacement, restoration or rebuilding, including the removal and/or replacement of personal property, which is not otherwise covered by insurance. In the event Company does not exercise such option, or in the event said damage, destruction or loss is capable of being repaired within sixty (60) days, then Company will promptly repair, replace, restore or rebuild said Improvements and/or personal property.
- 2.18.2 Company will be entitled to an abatement of rentals upon the date of notice from Company to Aviation of its intent to terminate or to repair damage to the Improvements and/or personal property. Rental will commence upon the completion of repair to Improvements and/or personal property. In the event repairs are not completed within the time period approved, Aviation's remedies under Section 2.14 of this Agreement, will apply. In no event, however, will the abatement be longer than six (6) months.

2.19 REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION

- 2.19.1 Company covenants that at the termination of this Agreement, howsoever caused, it will quit and surrender such Assigned Areas in good repair and condition, excepting reasonable wear and tear, acts of God, the public enemy or the action of the elements.
- 2.19.2 Upon termination of this Agreement howsoever caused, Aviation will require Company to remove from the Assigned Areas, and other applicable areas of the Airport, within thirty (30) days of termination, all equipment, trade fixtures and personal property belonging to Company.
- A. For purposes of this Section, the words "equipment, trade fixtures and personal property" will include, but not be limited to, signs (electrical or

otherwise) used to advertise or identify Company's business, all equipment used in connection with the conduct of its business whether or not such equipment is attached to said Assigned Areas; any other mechanical device; and all other miscellaneous equipment, furnishings and fixtures installed on or placed on or about the Assigned Areas and used in connection with Company's business.

2.19.3 Upon termination of this Agreement, howsoever caused, Aviation will have the option to require any of the following by giving written notice prior to the date of termination, as determined by the Director to be in Aviation's best interest.

- A. Company will, upon receipt from Aviation of thirty (30) days' notice of termination, remove all or part (as determined by the Director) of the permanent Improvements made to or placed upon the Assigned Areas by Company. Company agrees that it will use due diligence in completion the removal as may be required.
- B. Company will leave in place all of the permanent Improvements whereupon title and ownership will pass from Company and vest in Aviation without any further consideration required from Aviation. Company agrees that it will immediately provide any transfers of title to Aviation as may be required.

If no written notice is received by Company from Aviation prior to termination of this Agreement pursuant to this Section 2.19.3(B) will apply

- C. Company shall restore the Assigned Areas to its original condition, reasonable wear and tear excepted, as directed by Aviation. Company shall complete restoration within ninety (90) days, or such other time acceptable by Aviation, and work shall be done in accordance with the Airport Tenant Improvement Manual. All such restoration work shall be at the sole cost and expense of Company,

2.19.4 All material items, whether owned by Company or are in Company's custody and control, shall be removed from the Assigned Areas or other applicable areas of the Airport. Any material items left behind by, or on behalf of Company shall be considered abandoned and shall be disposed of accordingly at the sole cost of Company.

2.20 SUSPENSION AND ABATEMENT

In the event that Company's operation from the Assigned Areas should be restricted substantially by action of the Federal government or agency thereof or by any judicial or legislative body, then Company will have the right, upon written notice to Aviation, to a suspension of this Agreement and an abatement of an equitable proportion of the payments to become due, from the time of such notice until such restrictions will have been remedied and normal operations restored.

2.21 RECOVERY OR RELOCATION OF ASSIGNED AREAS

- 2.21.1 Aviation may, in its unlimited discretion, at any time during the Term of this Agreement or any extensions, recover all or any part of the Assigned Areas for other Airport or public uses. Prior to the exercise of this power of recovery, Aviation agrees to give Company one hundred twenty (120) days prior written notice of its intention to exercise this power.
- 2.21.2 In the event the recovery is for a portion of the Assigned Areas, then this Agreement will continue except that the Assigned Areas will be modified. Such modification to the Assigned Areas will be reflected through the issuance of an Amendment and/or Space Use Letter, as provided for under Section 1.3.2 of this Agreement.
- 2.21.3 In the event of a total taking, Aviation will pay to Company a sum equal to the unamortized value of the fixed Improvements made to the Assigned Areas by Company. For the purposes of this Agreement and the determination of unamortized value, the parties agree that the said fixed Improvements will be amortized on a straight line method over the full term of this Agreement, excluding any option periods of this Agreement.
- 2.21.4 Aviation may, in its unlimited discretion, at any time during the term of this Agreement or any extensions, relocate the Assigned Areas. Prior to the exercise of this power of relocation, Aviation agrees to give Company one hundred eighty (180) days prior written notice of its intention to exercise this power. In the event of such relocation, Aviation will pay to Company a sum equal to all of Company's reasonable expenses related to such relocation. Further, Aviation will use its best efforts to find a similar location suitable for Company's business operation and with similar exposure to the traveling public. Company will retain the right to terminate this Agreement with sixty (60) days prior written notice to Aviation if such replacement location is considered unsuitable, in Company's judgment.

2.22 DISCLAIMER OF LIABILITY

Aviation hereby disclaims, and Company hereby releases Aviation from any and all liability whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Company, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Company that may be located or stored on the Assigned Areas, unless such loss, damage or injury is caused by Aviation's gross negligence or intentional willful misconduct, the parties hereby agree that under no circumstances shall Aviation be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence).

ARTICLE III

3.1 MAINTENANCE AND OPERATION NON-DISCRIMINATION COMPLIANCE [RFL]

Company, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Company will maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulation may be amended.

3.2 NON-DISCRIMINATION IN PARTICIPATION, CONSTRUCTION, AND USE OF ASSIGNED AREAS [RFL]

3.2.1 Company, for itself, its personal representatives, successors in interest and assigns, and as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

- A. No person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.
- C. Company will use the Assigned Areas in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

3.3 TERMINATION RIGHTS FOR BREACH OF SECTIONS 3.1 AND 3.2 [RFL]

In the event of breach of any of the nondiscrimination covenants described in Sections 3.1 and 3.2 above, Aviation will have the right to terminate this Agreement and to reenter and repossess the Assigned Areas and the facilities thereon, and hold the same as if this Agreement had never been made or issued. This provision, however, does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights. Promptly upon the receipt of any complaint or other notice alleging violation of the covenants in Sections 3.1 and 3.2, Aviation will notify Company and will provide Company the opportunity to defend the same.

3.4 NON-DISCRIMINATION IN FURNISHING ACCOMMODATIONS AND/OR SERVICES [RFL]

Company will furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it will charge fair, reasonable and not unjustly discriminatory prices for each unit or service provided that Company may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

3.5 RIGHTS FOR NONCOMPLIANCE WITH SECTION 3.4 [RFL]

Noncompliance with Section 3.4 above will constitute a material breach of this Agreement and in the event of such noncompliance, Aviation will have the right to terminate this Agreement and the estate hereby created without liability or at the election of Aviation or the United States of America either or both said Governments will have the right to judicially enforce the provision.

3.6 COMPANY'S OBLIGATION 49 CFR PART 23 [RFL]

3.6.1 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any agreement covered by 49 CFR Part 23.

3.6.2 Company agrees to include the above statements in any subsequent sublease, professional services and/or construction agreements that it enters and cause those businesses to similarly include the statements in further agreements.

3.7 SUBAGREEMENT NON-DISCRIMINATION COMPLIANCE [RFL]

Company hereby assures it will include Sections 3.1 through 3.24 clauses in all subleases and causes sublessees to similarly include clauses in further subleases.

3.8 COMPANY OBLIGATION [RFL]

Company hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise be discriminated against, in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex, or any other protected status.

3.9 APPENDIX 9, GENERAL CIVIL RIGHTS PROVISION [RFL]

Company assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color,

national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Company or its transferee for the period during which Federal assistance is extended to the Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

3.10 AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS [RFL]

- 3.10.1 Company assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex, or any other protected status, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Company assures that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Company assures that it will require that its covered sub-organizations provide assurances to Company that they similarly will undertake Affirmative Action Programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E to the same effect.
- 3.10.2 Company agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any Federal, State, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Company agrees that State or local affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR, Subpart 152.409. Company agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub-organizations, as required by 14 CFR Part 152, Subpart E.
- 3.10.3 In the event Company employs fifty (50) or more employees on the Airport, it agrees to prepare and keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with standards in 14 CFR, Subpart 152.409. Such program will be updated on an annual basis. Should Company employ less than fifty (50) employees on the Airport, it will annually send written correspondence confirming the exemption.

3.11 AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT, AND EXPANSION [RFL]

Aviation reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of the Airport as it sees fit in its sole judgment, regardless of the desires or view of Company and without interference or hindrance by Company. Further, Aviation retains the absolute right to maintain, repair, develop and expand the terminal building, any other Airport facility, Airport improvement or Airport property free from any and all liability to Company for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development or expansion.

3.12 MAINTENANCE, REPAIR, DIRECTION, AND CONTROL [RFL]

Aviation reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Company in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that Aviation will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants whether such area serves aeronautical users or otherwise.

3.13 AGREEMENTS WITH THE UNITED STATES OF AMERICA [RFL]

This Agreement will be subject and subordinate to the provisions and requirements of any existing or future agreement between Aviation and the United States of America relative to the development, operation or maintenance of the Airport.

3.14 OPERATION OF AIRPORT BY THE UNITED STATES OF AMERICA [RFL]

This Agreement and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

3.15 PART 77 OF FEDERAL AVIATION REGULATIONS [RFL]

Company agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased Assigned Areas, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Assigned Areas.

3.16 NONEXCLUSIVE [RFL]

It is understood and agreed that nothing herein contained will be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, (49 U.S.C. 1349a).

3.17 AIRSPACE [RFL]

There is hereby reserved to Aviation, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Assigned Areas herein leased. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of Aviation will result from the exercise of this right.

3.18 AIRPORT OBSTRUCTIONS [RFL]

Company, by accepting this Agreement, expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder which will exceed such maximum height as may be stipulated by Aviation. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by Aviation. In the event the aforesaid covenants are breached, Aviation reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut down the offending tree, all of which will be at the expense of Company and without liability to Aviation.

3.19 AIRPORT HAZARDS [RFL]

Company, by accepting this Agreement, agrees for itself, its successors and assigns, that it will not make use of the Assigned Areas in any manner which might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard or obstruction. In the event the aforesaid covenant is breached, Aviation reserves the right to enter upon the Assigned Areas and cause the abatement of such interference at the expense of Company and without liability of any kind.

3.20 AIRPORT RULES AND REGULATIONS AND OPERATING DIRECTIVES

- 3.20.1 Company 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, Department of Aviation Environmental Management System, 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. Company must adhere to the Airport Rules and Regulations and Operating Directives, as may be amended from time to time. Company agrees to be subject to any fines and/or administrative assessment or penalties resulting from violations of any Rules and Regulations and Operating Directives. Company will keep current municipal, state, or federal licenses or permits required for the conduct of its business, if any.
- 3.20.2 Company shall be responsible for and shall pay to Aviation any penalties and/or administrative assessments, as established by the Operating Directives, and

imposed by the Director for any violation of the Airport Rules and Regulations, Operating Directives, and/or terms and conditions of this Agreement. Such payments shall be due within thirty (30) days after the receipt of such notice of violations.

- 3.20.3 Aviation, through the Director, will have the right to adopt, amend and enforce reasonable rules and regulations and operating directives with respect to use of and the conduct and operation of the Airport, its terminal buildings, or any improvements within the present or future boundaries of the Airport which Company agrees to observe and obey.

3.21 COMPLIANCE WITH PUBLIC AUTHORITIES [RFL]

- 3.21.1 Company will not use or permit the use of the demised Assigned Areas or any other portion of the Airport for any purpose or use other than authorized by this Agreement or as may be authorized by other, separate, written agreement with Aviation.
- 3.21.2 Company, its employees, representatives or agents will comply with all present or future laws, rules and regulations and amendments or supplements thereto governing or related to the use of the Airport or the demised Assigned Areas as may from time to time be promulgated by federal, state, or local governments and their authorized agencies.

3.22 AMERICANS WITH DISABILITIES ACT [RFL]

Company will throughout the Term of this Agreement be in compliance with all applicable provisions of the Americans With Disabilities Act, Public Law 101-336, as well as any other applicable rules, regulations, laws, ordinances, either in effect now, or as may be promulgated. Company will ultimately be responsible for all aspects of safety and security related to its operations, including, but not limited to, providing access to any 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. Company shall be responsible to provide and maintain all necessary equipment needed to meet the requirements of this Section, including, but not limited to wheelchairs, aisle chair, and any aircraft lift device to accommodate customers accessing smaller aircraft. All such equipment must be submitted to Aviation for approval prior to implementation. Such equipment or devices shall also comply with Sections 1.10 and 1.11 of this Agreement. Company shall not make any modifications to Aviation's facilities, including the installation of equipment that may be required to comply with this Section, without prior written approval from the Director. Company will be required to provide appropriately trained staff to meet the requirements of this Section.

3.23 ENVIRONMENTAL POLICY

- 3.23.1 **Environmental Compliance:** Company agrees to be bound in the operation of its service at the Airport by the Department of Aviation Environmental Management System, 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 ambient air, ground water, surface water, and land use, including sub strata land. Company will immediately, upon request, verify compliance to any such requirement, which may be amended or otherwise modified from time to time.
- 3.23.2 **Violation of Environmental Laws:** Company will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Airport, by Company, its sublessees, their agents, employees, contractors, invitees or a third party in violation of the Environmental Laws as defined in Section 1.16 of this Agreement, or the Department of Aviation Environmental Management System, as it now exists, or as may be modified from time to time.
- A. Aviation will inspect areas to insure that Company is using the Airport in accordance with environmental requirements.
 - B. Upon request of Aviation, Company will conduct such testing and analysis as necessary to ascertain whether Company is using the Airport in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by Company and subject to Director's reasonable approval. Copies of such reports from any such testing will be provided to the Director.
 - C. Company 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.
- 3.23.3 **Contamination of Assigned Areas:** If the presence of any Hazardous Materials on, under or about any area of the Airport caused or permitted by Company results in any contamination of the Airport, Company will promptly take all actions, at its sole cost and expense, as are necessary to return the contaminated area to the condition existing prior to the introduction of any such Hazardous Material. Company will take all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination as is necessary to protect the public health and safety and the environment from actual or potential harm and to bring the contaminated area into compliance with all environmental requirements such procedures are subject to:
- A. Prior approval of the Director, which approval will not be unreasonably withheld, Company will submit to the Director a written plan for completing all remediation work. The Director retains the right to review and inspect all

such work at any time using consultants and/or representatives of the Director's choice.

- B. Such actions of remediation by Company will not potentially have any material adverse long-term effect on the Assigned Areas in the sole judgment of the Director.

3.23.4 **Compliance with All Governmental Authorities:** Company 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 in Section 1.1.13 of this Agreement or the Department of Aviation Environmental Management System, as it now exists or as may be modified from time to time. Company shall promptly provide photocopies to Director of any submissions to and/or from environmental regulating agencies.

- A. 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 Airport which occur during the Term of this Agreement then Company shall (at its own expense) prepare and submit required plans and financial assurances, and carry out the approved plans. Company will, at no cost or expense to Aviation, promptly provide all information requested by the Director to determine the applicability of the Environmental Laws to the Airport, or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.
- B. Company's obligations and liabilities under this provision will continue so long as Aviation bears any responsibility under the Environmental Laws for any action that occurred on the Airport as a result of Company's actions.
- C. This indemnification of County by Company includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, any fines or penalties issued to Company or Aviation, or any other work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Airport or present in the soil or ground water on, under or about the Airport caused or permitted by Company.
- D. The parties agree that Aviation's right to enforce Company's promise to indemnify is not an adequate remedy at law for Company's violation of any provision of this Agreement. Aviation will also have the rights set forth in Section 3.23 of this Agreement, or Section 2.19 of this Agreement in addition to all other rights and remedies provided by law or otherwise provided in this Agreement.

3.23.5 Aviation's Termination Rights for Violation of Environmental Laws: Company's failure or Company's Agents or the failure of a third party to comply with any of the requirements and obligations of this Agreement or applicable Environmental Laws will constitute a material default of this Agreement and will permit Aviation to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement, to which Aviation may resort cumulatively, or singularly, in the alternative.

- A. Aviation may, at Aviation's election, keep this Agreement in effect and enforce all of its rights and remedies under this Agreement, 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 Company, to make payments required of Company or perform Company's obligations and be reimbursed by Company for the cost, unless such payment is made or obligation performed by Company within such ten (10) day period.
- B. Aviation may, at Aviation's election, terminate this Agreement upon written notice to Company as provided in Section 2.19 of this Agreement. Except as otherwise specifically set forth herein, if this Agreement is terminated under this provision, Company waives all rights against Aviation, including, but not limited to, breach of contract, costs of design, installation or construction of Improvements and/or interruption of business.
- C. Notwithstanding any other provision in this Agreement to the contrary, Aviation 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 Airport.

3.23.6 The provisions of this Section 3.23, shall survive the expiration or earlier termination of this Agreement.

3.24 AIRPORT SECURITY PLANS - FAR PART 107 AND CARD ACCESS SYSTEM

All personnel requiring access to the Airport Terminal Building or Airport Operations Area will be required to obtain identification and clearance, which shall be issued at the sole discretion of Director and in accordance with Airport Rules and Regulations Code and the Airport Master Security Plan. Company covenants that it will at all times maintain the integrity of the Airport Master Security Plan - FAR Part 107 and the Automated Access Control System. Company 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, subcontractors, suppliers, agents, and/or representatives. Company also hereby agrees that it shall also be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport's Security Program, at all times. Company

covenants that it will always maintain the security of any airfield access, which Company maintains. Should Company allow unauthorized access to the Airport Operations or Security Area, and should County be cited for a civil penalty, Company agrees to reimburse County for any monetary civil penalty, which may be imposed by an appropriate agency. Company may also have badge/access privileges immediately suspended and/or revoked by the Airport Security Administrator for failure to adhere to the Airport's Security Program or for failure to return all badges within the specified time frames.

ARTICLE IV

4.1 FORCE MAJEURE

Neither Aviation nor Company will be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder if, while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of governmental authority, unusual weather conditions, floods, riots, rebellion or sabotage. However, the provisions of this Section will not apply to failure by Company to pay rents, fees or any other money payments required under other provisions, covenants or agreements contained in this Agreement.

4.2 QUIET ENJOYMENT

Aviation agrees that, on payment of the rentals and fees and performance of the covenants, conditions and agreements on the part of Company to be performed hereunder, Company will have the right to peaceably occupy and enjoy the Assigned Areas.

4.3 NONLIABILITY OF INDIVIDUALS

No officer, agent or employee of either party to this Agreement will be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof, or because of its execution or attempted execution of this Agreement.

4.4 HEADINGS, TITLES, OR CAPTIONS

Article, section or paragraph headings, titles or captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Agreement.

4.5 INVALID PROVISIONS

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision will in no way affect any other covenant, condition or provision herein contained; provided, however, that

the invalidity of any such covenant, condition or provision does not materially prejudice either Aviation or Company in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

4.6 NON-DISCRIMINATION

Company agrees to comply with all federal, state and local laws regarding non-discrimination.

- 4.6.1 Aviation is committed to promoting full and equal protection and opportunity for all persons doing business with Clark County. Company, acknowledges that Aviation has an obligation to ensure Company, or Company's Agents, do not engage in any discriminatory practices at any time during the term of this Agreement. Company further acknowledges that if Company, or Company's Agents, are found guilty by an appropriate authority for refusing to grant services in places of public accommodations or to do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, ancestry, or any other protected status, as provided by law, Aviation may elect to terminate this Agreement.
- 4.6.2 In connection with the performance of work under this Agreement, the Company, and Company's Agents, agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, ancestry, or any other protected status, as provided by law, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.
- 4.6.3 As used in this Section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality, or bisexuality.
- 4.6.4 As used in this Section, "gender identity or expression" means a gender related identity, expression or behavior of a person, regardless of the person's assigned sex at birth.

Company further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

4.7 INDEPENDENT CONTRACTOR

Company is deemed to be an independent contractor for all purposes regarding its operations at the Airport and no agency, expressed or implied, exists.

4.8 FULL AUTHORITY

In the event that the Federal Aviation Administration or its successors required modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required. Any expenses resulting from such amendments, modifications, revisions, supplements or deletions, shall be born solely by Company.

4.9 ADVERSE TENANCY

Any unauthorized holding over by Company after the termination of this Agreement or the expiration of its terms without the written consent of Aviation, except for the period authorized for removal of Company's property upon the expiration or termination hereof, shall entitle Aviation to collect from Company as liquidated damages for such holding over, double the total of all rents and fees in effect immediately prior to the commencing of such holding over. Aviation may perfect a lien on the property of Company as security for the payment of any damages or unpaid commissions and shall be entitled to collect the same by foreclosure of such lien and sale of such property.

4.10 DISPUTES

Any and all disputes arising under this Agreement, which cannot be administratively resolved, shall be determined according to the laws of the State of Nevada, and Company agrees that the venue of any such dispute, either administratively or judicial, shall be in Clark County, Nevada. Company agrees as a condition of this Agreement that notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of this Agreement, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

4.11 AGENT FOR SERVICE OF PROCESS

The parties hereto expressly understand and agree that if Company is not a resident of the State of Nevada, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, and then in any such event Company does designate its State of Nevada registered agent as its agent for the purpose of service of process in any court action between it and Aviation arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Nevada by serving also Company's registered agent. The parties expressly agree, covenant, and stipulate that Company shall also personally be served with such process out of this State by the registered mailing of such complaint and process to Company at the address set forth herein. Any such service out of this State shall constitute valid service upon Company as of the date of receipt thereof. The parties further expressly agree that Company is amenable to and hereby agrees

to the process so served, submits to the jurisdiction, waives any and all obligations and protests, any laws to the contrary notwithstanding.

4.12 GENERAL

Words of any gender used in this Agreement shall be held and construed to include any other gender. Any singular words are deemed to include the plural and vice versa, if the context requires. The word “will” has the same meaning as the word “shall.” The word “or” is disjunctive but inclusive, unless the context requires otherwise. The words “include,” “includes,” and “including” are deemed to be followed by the phrase “without limitation.” To the extent of any inconsistency between this Agreement, the Exhibits attached hereto, or any other documents that are made a part hereof either as an attachment, by reference, or otherwise, this Agreement shall prevail and control.

4.13 ENTIRE AGREEMENT

4.13.1 This document represents the entire Agreement between the parties and will not be modified or canceled by mutual agreement or in any manner except by instrument in writing, executed by the parties or its respective successors in interest. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability for cause for termination shall be asserted by either party against the other, and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other party being expressly waived.

4.13.2 The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

4.13.3 The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations.

4.14 INTENTION OF PARTIES

This Agreement is intended solely for the benefit of Aviation and Company and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Assigned Areas by Aviation is solely for the benefit of Aviation and Company.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship other than the relationship of Aviation and Company.

4.15 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties and its respective heirs, personal representatives, successors, or assigns, as the case may be. All covenants and conditions of this Agreement will extend to and bind the legal representatives, successors, and assigns of the respective parties and all agreements with assignees or sublessees will include all provisions contained in this Agreement.

4.16 STATE OF NEVADA LAW

This Agreement will be interpreted under and governed by the laws of the State of Nevada.

4.17 COUNTERPARTS

This Agreement may be executed in a number of counterparts, each of which when so executed shall constitute the aggregate but one and the same document.

4.18 SURVIVABILITY

The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payments, dispute resolution and all others that by its sense and context are intended to survive the expiration of the Agreement will survive.

4.19 DIRECTOR'S AUTHORITY

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

[Remainder of page intentionally left blank - signature page follows.]

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

CLARK COUNTY, NEVADA

BY: _____
JAMES C. CHRISLEY
Director of Aviation

**WORLDWIDE FLIGHT SERVICES,
INC.**

BY: Michael W. Simpson
Michael W. Simpson (Oct 8, 2025 13:41:53 PDT)
PRINT: Michael W Simpson
TITLE: CEO the AMERICAS

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

BY: 
John Witucki (Oct 8, 2025 15:36:42 PDT)
JOHN P. WITUCKI
Senior Attorney

EXHIBIT A
PERFORMANCE MEASURES AND SCOPE OF SERVICES

1. GENERAL

It is the intent of Aviation to provide world-class aviation services to its customers that utilize the Airport.

- 1.1 Company shall provide to Aviation within thirty (30) days of commencement, a complete list of services and performance levels required by its airline customers and update list if changes are made to the agreement between Company and airline.
- 1.2 Company shall furnish all management, labor, and supplies necessary for the efficient and effective operation of services included in this Agreement.
- 1.3 Company shall be responsible to plan, develop, coordinate, manage, and operate the services in accordance with this Agreement in order to enhance customer services at the Airport.
- 1.4 Company shall submit, upon request by the Director, its policies and procedures manual and have such manual approved by the Director including any material changes thereto approved prior to implementation.
- 1.5 The Director will have the right to establish reasonable rules and regulations and/or operating directives and Company agrees to comply with such regulations.
- 1.6 Company shall furnish its employees working at the Airport with standardized uniforms as approved by the Director. Such uniforms shall be of a color and style distinct from Aviation employees and shall be representative of world-class and/or high standard of operation. In addition to the required Aviation identification badging, each employee will wear a uniform name tag identifying the employee, the service being provided and the Company's name, and in the case of supervisors, the specific job title. All of the Company's employees must wear such uniforms at all times while performing services under this Agreement.
- 1.7 Company shall be fully responsible for the acts or omissions of Company and Company's Agents; or any other persons performing services under this Agreement.
- 1.8 Employees shall be instructed to park in an area designated by the Director at the rates set forth by the Department of Aviation, and shall be appropriately badged in accordance with governing regulations.

2. START-UP

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

3. SAFETY

Company 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. Company 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 immediately followed by written confirmation of the same containing all pertinent information and in a form approved by the Director, within twenty-four (24) hours of the incident.

4. PERSONNEL POLICIES AND PROCEDURES

Personnel relations of employees on the Company's payroll shall be the responsibility of the Company.

- 4.1 Company 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 Agreement. 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.
- 4.2 Company will employ and staff for each shift, a sufficient number of personnel to handle the operations and respond to customer inquiries and the needs of the business conducted under this Agreement, especially during peak operational hours.
- 4.3 All personnel in the employ of Company or Company's Agents, while on duty, will at all times wear uniforms which are in a clean, neat, well-fitting condition with the logo identifying the Company name and name identification tags.
- 4.4 There shall be at least one employee designated as a supervisor on duty during all hours of operations.
- 4.5 All personnel employed by Company to provide services under this Agreement shall be fully qualified and licensed under federal, state, and local laws to perform such services.

- 4.6. Company shall remove from its employ in the performance of this Agreement, any employee who, in the reasonable opinion of the Director, conducts themselves improperly, is not qualified or is not licensed to perform the required services.
- 4.7. Company will ensure that employees assigned to perform the services of this Agreement:
- A. Are bonded against theft, embezzlement, and other losses of customer personal property and/or property of Aviation;
 - B. Are familiar with the duties and responsibilities of Company under this Agreement;
 - C. Are alert, attentive and responsive while on duty;
 - D. Do not commit any act, which may bring discredit upon Aviation;
 - E. At all times exercise prudent, mature judgment in taking whatever action is necessary to protect the property of Aviation and the customer and to ensure normal, efficient operations;
 - F. Maintain a valid Nevada State Driver's License appropriate for the types of vehicles being driven (Minimum of Class "C"), as applicable;
 - G. Obey all traffic laws, rules and regulations and/or operating directives of Aviation at all times.
- 4.8. Company shall ensure that all supervisory personnel assigned to perform the services under this Agreement:
- A. Are trained, experienced, and of mature judgment;
 - B. Have authority, responsibility, and are able to provide direction to and exercise control over employees;
 - C. Are available for immediate response and will respond to all calls for assistance;
 - D. 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.
- 4.9. To ensure staffing and proper ratios are adhered to, Company shall submit copies of employee work schedules for approval of the Director, when requested.

- 4.10 All management and staff personnel of Company 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.
- 4.11 Employees will be considered courteous if they meet the following standards:
- A. Provide a friendly and professional greeting to all customers whenever and wherever they make contact.
 - B. Display a positive attitude toward passengers and fellow employees.
 - C. Maintain a friendly and attentive demeanor and good posture at all times.
 - D. Remain calm when encountering an upset customer, listen carefully, and show empathy to the problem.
 - E. Speak English clearly and understandably without using slang.
 - F. Never use foul or inappropriate language at any time in any public area.
 - G. Use proper and courteous vocabulary with customers. Do use words such as “please,” “yes,” “hello” and “thank you” (or language equivalent).
 - H. Smile and maintain appropriate eye contact and tone of voice while conversing with customers as well as fellow employees.
 - I. Respond to customers in areas that may not be within its specific job scope.
 - J. Do not gather together to chat while on duty.
 - K. Do not eat or smoke at its respective workplace in view of customers.
 - L. Do not chew gum, eat, or drink in public areas, other than those designated.
 - M. Be always identifiable as Company’s personnel.
 - N. Do not nap or sleep while on duty.
 - O. Present a well-groomed, neat, clean, and conservative professional appearance.
 - P. Wear only appropriate accessories.
 - Q. Wear nametag or appropriate identification at all times.

- R. Uniform is consistent for the type of job being performed and is neat and clean.
- S. Convey information using clearly understandable terms and provide accurate information to customers.
- T. Obtain assistance to resolve customers' questions or problems if language barriers arise.

5. WORK AREA STANDARDS

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

- 5.1 Counters are neat and clean with no graffiti.
- 5.2 Workspaces appear uncluttered.
- 5.3 Employee's personal belongings are not visible.
- 5.4 No unauthorized postings.
- 5.5 Handwritten, unprofessional, or unauthorized signs not used.
- 5.6 Wastebaskets are not overflowing, and floor area is generally clean.
- 5.7 Supplies and equipment are stored out of sight of customers when not in use.
- 5.8 All inoperable and/or derelict equipment will be removed from the Airport.
- 5.9 Baggage claim office is staffed for every arriving flight.
- 5.10 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.
- 5.11 Unclaimed baggage is moved to a storage area within a reasonable time after flight has cleared.
- 5.12 Baggage carts are returned to the proper storage areas.
- 5.13 Wheelchairs are retrieved from all areas of the Airport and returned to the proper storage areas at the close of each day.

DETAILED SERVICES

Company shall provide the following detailed services for its customers under this Agreement:

6.1 Management and Administrative Functions

- A. Liaise with local authorities, including, but not limited to, Aviation, TSA, CBP, and FAA.
- B. Indicate that Company is acting as the handling agent for the airline.
- C. Inform all interested parties concerning schedules of the airline's aircraft.
- D. Provide Airline with office space, storage space, and other facilities as specified by Aviation and airline.
- E. Effect payment on behalf of airline, including, but not limited to, airport customs, police and other charges relating to the services performed, Airport rentals, fees, and charges, and all out-of-pocket expenses, accommodations, and transport charges.
- F. If required, provide a Letter of Credit to Aviation to facilitate the airline's activities.
- G. Ensure that 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.
- H. Provide sufficient number of ticket check personnel to maximize the throughput at each checkpoint during peak operations.
- I. Provide sufficient number of wheelchair personnel to meet the peak demands for such service during peak operations.
- J. Establish and maintain local procedures in accordance with Aviation and the airline's requirements.
- K. Take action on all communications addressed to the airline.
- L. Prepare, forward, file, and retain as required under this Agreement, all messages, reports, statistics, and documents.
- M. Perform any other administrative duties for station administration, passenger services, ramp services, load control, flight operations, cargo services, mail services, support services, security, aircraft maintenance, aircraft fueling, and other services that may be required by Aviation and the airline.

- N. Prepare and submit the following reports to Aviation and airline:
 - (1) Number of wheelchairs in inventory vs. in service.
 - (2) Number of passengers receiving wheelchair services, listed by airline, including the time a service call was received by Company, the time and point of pick-up, the time and point of delivery, and any applicable dwell time related to the provision of such services.
 - (3) Other reports as may be requested by Aviation.
- O. Maintain airline's technical manuals, circulars, handbooks, catalogues, and other operational documents in connection with the performance of the services, as specified by airline, and make available to Aviation as may be requested from time to time.
- P. Check, sign, and forward on behalf of airline items including, but not limited to, invoices, supply orders, handling charge notes, work orders, etc., as agreed with the airline.

6.2 Supervision and Coordination

- A. Company shall lease and provide appropriate break areas for its employees which are out of the public view. Company shall require its employees to only use such designated break areas. Such areas shall not include any common use areas (i.e. baggage make-up nodes).
- B. Make available all training and safety records for Company, its employees, and Company's Agents upon request from Aviation.
- C. Attend at the Airport as necessary to supervise and coordinate all authorized services contained in this Agreement, as required by Aviation, including all third-parties, contracted by the airline.
- D. Provide Turnaround Coordinator (TRC).
- E. Liaise with Aviation and airline's designated representative, as required.
- F. Ensure that Aviation and other appropriate third parties are informed in a timely manner regarding airline's operational needs and requirements, all applicable operational data, including alterations of Company and airline's schedule and operational procedures.
- G. Check and verify availability and preparedness of personnel, equipment, Loads, documentation (including third-party documentation), supplies, and

services required for Company to perform the authorized services under this Agreement.

- H. Check preparation for documentation.
- I. Check that all loads, including necessary documents, will be ready in time to be loaded on the flight.
- J. Meet aircraft upon arrival and liaise with crew.
- K. Receive briefing from crew and give information about irregularities, changes in schedule or other matters.
- L. Supervise and coordinate the authorized services under this Agreement, deciding non-routine matters, as required.
- M. Check and verify dispatch of operational messages.
- N. Check and verify tracings of baggage, cargo, mail and lost and found articles. Follow up, if necessary.
- O. Note irregularities in station log and inform Aviation and airline's designated representative in accordance with the relevant directives.

6.3 Station Management

- A. Provide representative on behalf of airline to act exclusively or non-exclusively as airline's designated representative/agent for matters pertaining to airline's operations at the Airport.
- B. Act as airline's authorized representative to represent airline's interest with regard to resolving governmental and local authority matters.
- C. Attend all local Airport meetings on behalf of airline and act, vote, or commit airline. Company shall report the results / contents of meetings to the airline.
- D. Act as airline's authorized representative to solicit, negotiate, and commit to services on behalf of airline as specified by airlines. Service shall include, but is not limited to, airport lounges, baggage delivery services, janitorial services, wheelchair services, newspaper delivery, laundry services, porters and skycap services, security services, and other services required by Aviation or airline.
- E. Secure facilities required for airline's operations, including, but not limited to, gates, ticket counters, skycap counters, recheck counters, Customs services, and leased space to accommodate all personnel (including third-

party personnel) required to perform services required by airline and by Aviation under this Agreement.

- F. Liaise with Aviation and other government authorities to ensure that all necessary permits and licenses are applied for, negotiated, and secured in advance of each seasonal / operational change.
- G. Perform and report quality / performance measurements to Aviation and airline.
- H. Handle the contents of airline's company mail pouches.
- I. Establish and maintain local procedures in accordance with Aviation and airline's requirements.

6.4 **Passenger Services – General**

- A. Inform passengers and/or public about time of arrival and/or departure of airline's aircraft and surface transport. Update and maintain current FIDS and BIDS displays / information to accurately reflect current operations.
- B. Make arrangements for stopover, transfer, and transit passengers and the passenger's baggage and inform them about services available at the Airport.
- C. When requested by airline, provide or arrange for special equipment, facilities and specially trained personnel, 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 airline.
- D. Take care of passengers by providing for passenger assistance when flights are interrupted, delayed, or canceled, according to instructions given by airline and Aviation. Such assistance shall include, but is not limited to, meal vouchers, rebooking, transportation, hotel accommodations, and personnel. If instructions do not exist, deal with such cases according to the practice of Company.
- E. Provide storage of baggage in the Customs' bonded area(s) if required (any fees to be paid by the passenger).
- F. Notify airline of and respond on behalf of airline regarding complaints and claims made by airline's passengers and, process such claims, as mutually agreed. Claims of theft shall be reported to Aviation within twenty-four (24) hours. Company shall respond directly to the passenger and to Aviation in a timely manner regarding customer service complaints.
- G. Handle lost, found, and damaged property matters, as mutually agreed.

- H. Report to Aviation and airline any irregularities discovered in passenger and baggage handling.
- I. Provide check-in position(s), service counter(s), transfer counter(s), and lounge facilities. Set up airline's company items, as authorized by Aviation, including, but not limited to, carpets, mobile signage, etc.
- J. Provide personnel and/or facilities for skycap, porter, and wheelchair services, and all other passenger services as may be required from time to time.
- K. Perform ticketing and sales functions, including, but not limited to, reservations, issuance of transportation documents, ancillary services, e-ticketing, and other services as specified by airline.
- L. Provide personnel for passenger assistance within the Customs and Border Protection (CBP) arrivals area and CBP baggage claim, including, but not limited to, sufficient personnel to control the flow of in-bound baggage to the carrousel and the removal and monitoring of such baggage until claimed by the passenger.

6.5 Passenger Services – Departure

- A. Perform pre-flight editing.
- B. Check and ensure that tickets are valid for the flight(s) for which it is presented for at the check-in areas, lounge, transfer counter, gate, off-Airport, or other locations as specified by airline. The check shall not include the fare.
- C. When requested, check that tickets presented are not listed on applicable blacklist, no-fly list, or similar limitation according to an industry ticket service database. Such tickets and related documents shall not be honored and immediately reported to airline, as mutually agreed.
- D. Check travel documents for the flight(s) concerned. In the event that Company does not have access to information that verifies visa validities, Company shall not have any liability. Company shall enter passenger and/or travel documentation information into airline's system at check-in areas, lounge, transfer counter, gate, off-Airport, or other locations as specified by airline.
- E. Enter passenger and travel document information into airline's system through Aviation's common use system at check-in areas, lounge, transfer

counter, gate, off-Airport, or other location as specified by Aviation and airline.

- F. Weigh and/or measure, and tag checked, unchecked, and cabin baggage and record figures for initial and subsequent flights at check-in areas, lounge, transfer counter, gate, off-Airport, or other locations as specified by airline.
- G. Determine excess baggage and issue excess baggage tickets, collect associated charges at the check-in areas, lounge, transfer counter, gate, off-Airport, or other locations as specified by airline, and detach applicable excess baggage coupons.
- H. Tag all checked and cabin baggage for the initial and subsequent flights at the check-in areas, lounge, transfer counter, gate, or other locations as specified by airline and Aviation.
- I. Affect the conveyance of checked baggage from the baggage check-in positions and baggage sorting areas to or from, as applicable, the baggage sorting areas, check-in areas, lounge, transfer counter, gate, or other locations as specified by airline.
- J. Affect the conveyance of Out of Gauge (OOG) checked baggage to the baggage sorting areas, check-in areas, lounge, transfer counter, gate, off-Airport, or other locations as specified by airline.
- K. Collect Airport and any other service charges from departing passengers at the check-in areas, lounge, transfer counter, gate, or other locations as specified by airline, and remit to the appropriate parties.
- L. Enter baggage figures for ticketless passengers, as mutually agreed for initial flight and subsequent flight(s).
- M. Carry out airline's seat allocation or selection system, issue boarding passes, and detach applicable flight coupons for initial flight and subsequent flight(s) at check-in areas, lounge, transfer counter, gate, or other locations as specified by airline.
- N. Handle denied boarding process and denied boarding compensation at check-in areas, lounge, transfer counter, gate, off-Airport, or other locations as specified by airline.
- O. Direct passengers through controls to the departure gate or to connection transport to the Airport in the case of off-Airport services.
- P. Carry out head check of passengers upon embarkation. (Count to be compared with aircraft document(s)).

- Q. Handle upgrade / downgrade functions at check-in areas, lounge, transfer counter, gate, off-Airport, or other locations as specified by airline.
- R. Handle stand-by lists at check-in areas, lounge, transfer counter, gate, off-Airport, or other locations as specified by airline.
- S. Provide facility for accepting and processing of unaccompanied baggage.
- T. Coordinate with Aviation for automated check-in device(s) required by airline.
- U. At the gate, perform verification of cabin baggage, the boarding process, and reconciliation of passenger numbers with aircraft documents prior to departure and perform other gate functions as specified by airline and Aviation.
- V. Collect, reconcile, handle, and forward transportation documents (flight coupons or other flight related documents) uplifted from departing passengers to airline.
- W. Perform post-flight editing.
- X. Liaise with Aviation and other appropriate authorities regarding reports of theft or similar irregular activities.

6.6 Passenger Services – Arrival

- A. Perform for opening and closing of aircraft passenger doors.
- B. Direct passengers from aircraft through controls, including, but not limited to CBP areas, to the terminal landside area.
- C. Deliver baggage to baggage claim carousels in accordance with local procedures.
- D. Provide transfer counters and personnel required for connection services, baggage re-checks, and transfers.
- E. Handle lost, found, damaged property, and theft matters. This shall include, but is not limited to, providing for the acceptance of baggage irregularity reports, entering of data into baggage tracing system, maintaining baggage tracing system files for periods specific by airline, make payments for incidental expenses, delivery of delayed baggage to passengers, handling of communications with passengers, repair or replacement of damaged baggage,

and reporting and acting on all reports of theft of baggage or baggage contents.

6.7 Passenger Services – Remote/Off Airport Check-In Passengers

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

6.8 Ramp Services – Baggage Handling

- A. Handle baggage in the baggage sorting areas or other areas as specified by Aviation and airline.
- B. Liaise with Aviation and other appropriate authorities regarding reports of theft or similar irregular activities.
- C. Prepare for delivery onto flights all bulk baggage and ULDs, off-Airport baggage, and transfer baggage, according to the airline's instructions.
- D. Establish the number and weight of bulk baggage, built-up ULDs, off-Airport baggage, and transfer baggage, and provide the Load control unit with the information.
- E. Offload bulk baggage from vehicles, break down and/or empty ULDs, and check incoming baggage for transfer connections.
- F. Prioritize and deliver baggage to baggage claim areas, including, but not limited to, Out of Gauge (OOG) baggage, as directed by Aviation and airline.
- G. Sort, deliver, and store as necessary all transfer baggage prior to dispatch. Storage areas shall be coordinated with Aviation and storage time limits are to be established by airline.
- H. Provide transport of transfer baggage to the sorting area of the receiving airline as established by Aviation.
- I. Handle crew baggage as required by airline.

6.9 Ramp Services – Marshaling

Provide aircraft marshaling at arrival and departure and operate available automated aircraft guidance docking systems.

6.10 Ramp Services – Parking

- A. Provide suitable aircraft parking spaces.
- B. Provide and position and/or remove wheel chocks.
- C. Position and remove landing gear locks, engine blanking covers, pitot covers, surface control locks, and tail stands, jet bridges, and/or aircraft tethering.
- D. Coordinate with Aviation to provide suitable aircraft parking positions, including gates and Remain Over Night (RON) requirements.

6.11 Ramp Services – Ancillary Items

Provide, position and remove, and operate suitable ground power unit, fixed ground power, cooling units, heating units, and air start units.

6.12 Ramp Services – Ramp to Flight Deck Communication

- A. Provide headsets.
- B. Perform ramp to flight deck communication during tow-in and push-back operations, during engine starting, and for other purposes, as identified by Aviation and airline.

6.13 Ramp Services – Loading and Unloading

- A. Provide, position, operate, remove, and store, suitable passenger steps, loading bridges, and flight deck steps.
- B. Provide passenger and crew transport between aircraft and Airport terminals.
- C. Provide and operate suitable equipment for passenger, baggage, cargo, mail, and freight loading and unloading.
- D. Provide for the delivery and pick-up of baggage and mobility devices at aircraft doors or other designated areas.
- E. Provide sufficient equipment and personnel for timely assembly and the transport of passengers, baggage, general cargo, special shipments, mail,

documents, empty ULDs, airline's company mail, and other items between agreed locations at the Airport or other areas designated by Aviation.

- F. Provide for assembly and transport of baggage, general cargo, special shipments, mail, documents, and airline's company mail between agreed locations at the Airport.
- G. Assemble/deliver/receive Loads.
- H. Load and unload aircraft, returning lashing materials to airline. Load, stow, secure, and redistribute Loads in the aircraft, redistribute Loads in the aircraft, operate in-plane loading system, and report final load distribution to the Load Control Unit.
- I. Operate in-plane loading system in accordance with the airline's instructions.
- J. Load, stow and secure perishables, in the aircraft, including, but not limited to, live animals, valuables, news films, dangerous goods and other special shipments in accordance with the airline's instructions and procedures.
- K. Open, close, and secure all aircraft hold doors during all operations, including, but not limited to, when loading is complete.
- L. Provide ballast, including refilling ballast bags, as directed by airline.
- M. Provide safeguarding of all loads requiring special handling, with special attention to valuables and vulnerable cargo, during loading and unloading operations, as well as during transport between aircraft and airport terminal(s), or other designated areas of the Airport, or as may be specifically directed by Aviation.

6.14 Ramp Services – Safety Measures

- A. Provide and operate portable fire extinguisher on motorized and self-propelled ramp equipment and ramp fire extinguishers and other protective equipment, as further required by this Agreement, Rules and Regulations, and Operating Directives.
- B. Arrange for attendance of airport services at the aircraft.
- C. Provide visual external safety / ground damage inspection of doors, panels, immediate surroundings, and other items as specified by airline immediately upon arrival and immediately prior to departure. Communicate results to flight crew or airline's representative.
- D. Check that all doors and access panels are properly closed and locked.

6.15 Ramp Services – Moving of Aircraft

- A. Provide, position, operate, remove, and store suitable tow-in and/or push-back equipment.
- B. Provide tow-in and push-back services for aircraft, including, but not limited to, equipment and qualified personnel (i.e. a cockpit brake operator and wing walkers) that authorized to relocate the aircraft to an alternate location as directed by Aviation. All operations shall comply with airline's instructions, tow aircraft between other agreed points according to the airline's instructions, and provide authorized cockpit brake operator in connection with towing.

6.16 Ramp Services – Exterior Cleaning

Perform cleaning in accordance with airline's written instructions for flight deck windows, cabin windows, aircraft integral steps, slats and leading edges, wings, upper and lower surfaces of flaps (extended) upper surfaces of ailerons, upper and lower surfaces of engine nacelles and pylons, fuselage, upper and lower surfaces of horizontal stabilizer and vertical stabilizer, landing gear, and wheel wells.

6.17 Ramp Services – Interior Cleaning

- A. Clean according to airline's instructions and, if specified, under the control of a person authorized by airline. This shall include cleaning flight deck, passenger and crew compartments (other than flight deck), empty ash trays, dispose of litter, clear waste from seat back stowage, wipe tables, seats, seat back pockets and passenger service units, mop floor, empty refuse bins, clean surfaces in pantries, galleys (sinks, working surfaces, ovens and surrounds), and clean toilets (wash basins, bowls, seats, mirrors, and surrounds) and properly dispose of and report to Aviation any irregularities as may be applicable to local health regulations. Remove as necessary any contamination caused by airsickness, spilled food or drink, and offensive stains. Clean telephones, screens, other equipment, and inside windows.
- B. Remove and properly dispose of all litter, waste, food, and food related materials (galley waste) from the aircraft.
- C. Perform cabin dressing including, but not limited to, stow, fold, and place blankets and duvets in locations designated by airline, arrange seat belts, make up crew berths, replace head rests, replace pillow covers, restock toilet items, replace and restock seat back pocket items with materials provided by airline, and other cabin items specified by airline.
- D. Clean cargo holds, cargo cabins, and ULDs.

- E. Disinfect and/or deodorize aircraft with materials provided by airline or by Company as mutually agreed.
- F. Remove and destroy food and material left over from incoming flights in accordance with local regulations and airline's instructions.
- G. Provide laundering of cabin items i.e. blankets, duvets, pillow cases and other linens.

6.18 Ramp Services – Toilet Service

Provide, position, operate, and remove toilet servicing equipment and empty, clean, flush toilets, and replenish fluids, and provide triturator / disposal service.

6.19 Ramp Services – Water Service

- A. Provide water-servicing unit and draining tanks, replenish water tanks with drinking water. Coordinate with Aviation for water quality tests to ensure compliance with local regulations.
- B. Drain water tanks, according to the airline's instructions and local regulations.

6.20 Ramp Services – Cabin Equipment

- A. Rearrange cabin by removing, installing, or repositioning cabin equipment (i.e. seats and cabin dividers) as directed by airline.
- B. Collect and/or distribute airline magazines, newspapers/magazines, menus, headphones, and others according to the airline's instructions.

6.21 Ramp Services – Storage of Cabin Material

- A. Provide suitable storage space for airline's cabin material, including the payment of applicable rentals, fees, and charges for such storage at the Airport.
- B. Take periodic materials inventory and regularly report to airline.
- C. Provide or arrange for replenishment of stocks.

6.22 Ramp Services – Catering Ramp Handling

- A. Unload, load, and stow catering loads on and off the aircraft ensuring compliance with security regulations and local food safety regulations.

- B. Transfer catering supplies on aircraft between lower holds and galleys and vice versa, and between galleys.
- C. Transport catering supplies between aircraft and other locations at the Airport designated by airline and Aviation.

6.23 Ramp Services – De-Icing/Anti-Icing Service and Snow/Ice Removal

- A. Remove snow from aircraft without using de-icing fluid.
- B. Perform “pre” de/anti-icing inspection and advise flight crew or airline’s representative of results.
- C. Perform clear ice check.
- D. Provide, position, operate, remove, and store anti-icing and de-icing units.
- E. Provide de-icing/anti-icing fluids meeting the airline’s specifications and local regulations.
- F. Remove frost, ice and snow from aircraft using de-icing fluid. Fluids are to receive purity and contamination inspection prior to use.
- G. Apply anti-icing fluid to aircraft in areas designated by Aviation.
- H. Supervise performance of de-icing/anti-icing operations.
- I. Collect and properly dispose of all de-icing/anti-icing materials in accordance with local regulations.
- J. Perform final inspection after de-icing/anti-icing operations and advise flight crew or airline’s designated representative of results.
- K. Complete documentation per airline and Aviation requirements.

6.24 Load Control

- A. Deliver Load control related documents between the aircraft and appropriate Airport buildings and vice versa.
- B. Process and sign documents and information, including, but not limited to, loading instructions, load trim sheets, captain’s load information and manifests where 1) Load control is performed by Company; and 2) Company is performing inputs/updates, when Load control is performed by airline or other third-party.

6.25 Communications

- A. Inform Aviation and all other interested parties regarding the movement of airline's aircraft.
- B. Compile, process, send and receive all messages in connection with the services performed by Company. Company is authorized to use airline's originator code or double signature procedure. Inform airline's representative of the contents of such messages.
- C. Compile and dispatch statistics, returns and reports, as mutually agreed.
- D. Maintain a message file containing all above-mentioned messages pertaining to each flight for ninety (90) days.
- E. Provide and operate all appropriate means of communication between the ground station and airline's aircraft.

6.26 Flight Operations

- A. Inform airline of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified by airline.
- B. Provide and analyze meteorological documentation and information, aeronautical information, and operational flight conditions for dispatch or re-dispatch, calculating and planning it according to the data provided by the aircraft in flight for the Airport or different airport locations as may be requested. Deliver such documents and information to aircraft for each flight and inform the pilot-in-command about the results thus obtained.
- C. While aircraft is en-route, prepare, request, sign, and file the Air Traffic Services (ATS) Flight Plan, and coordinate with Aviation's Ramp Control, and Airside Operations at the Airport location or at a different Airport location as designated by airline.
- D. Request and manage airline's slot time allocation with ATS and Aviation's Ramp Control.
- E. Provide the crew with a briefing.
- F. Prepare, sign, and deliver the fuel order and the fuel distribution form.
- G. Provide appropriate parties with weight and fuel data.

- H. Obtain a debriefing from incoming crews and distribute reports and completed forms to offices concerned, whether governmental agency, Aviation, or airline.
- I. Hand out flight operation forms as specified by airline and obtain signature of the pilot-in-command, where applicable.
- J. Keep up-to-date all necessary manuals and instructions that airline must provide and ensure that all prescribed forms are available.
- K. Maintain a trip file by collecting all documents specified by airline, all messages received or originated in connection with each flight and dispose of this file as instructed by airline.
- L. Follow up the progress of the flight against flight movement messages, flight plan messages and position reports received.
- M. Provide information on flight progress to airline's representative.
- N. Assist the flight as requested and/or deemed necessary to facilitate its safe and efficient conduct in accordance with the flight plan.
- O. Monitor movement of the flight within VHF range and provide assistance, as necessary.
- P. Take immediate and appropriate action in case of in-flight irregularity, according to airline's instructions (written or verbal).
- Q. Log and notify, as specified by airline, any incident of an operational nature (delays, diversions, engine trouble, etc.).
- R. 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 airline or Aviation. Similar conditions may make it desirable to transfer these services to the next area before the area boundary is crossed.
- S. Provide assistance to the flight, as required, beyond VHF range.

6.27 **Crew Administration**

- A. Distribute crew schedule information provided by airline to all parties concerned.
- B. Arrange hotel accommodation for scheduled and non-scheduled crew layover.

- C. Provide crew transportation to and from off-Airport locations.
- D. Direct crews through airport facilities and brief them, as required.
- E. Liaise with crew lay over hotels and crew transportation company on all crew call and pick-up timings.
- F. Prepare and pay crew allowance forms specified by airline.
- G. Inform airline's representative of any crew indisposition or potential absence.
- H. Take necessary action, as specified by airline.

6.28 Cargo, Mail, and Warehouse Services – General Cargo and Mail Handling

- A. Provide warehouse and storage facilities, warehouse handling equipment, warehouse handling services for general cargo, special shipments, specialized cargo products, Post Office mail, diplomatic mail and cargo, and airline's company cargo material.
- B. Issue and obtain receipt upon delivery of cargo and make available to airline.
- C. Take action to prevent theft of, or damage airline's cargo and mail and prevent theft or unauthorized use of, or damage to airline's pallets, container, nets, straps, tie-down rings, and other material in custody of Company. Notify airline immediately of any damage to or loss of such items.

6.29 Cargo, Mail, and Warehouse Services – Customs Control

Prepare Customs documentation, obtain Customs clearance, place cargo under Customs control, and present cargo to Customs for physical examination for all inbound, outbound, and transfer cargo.

6.30 Cargo, Mail, and Warehouse Services – Document Handling

- A. Prepare air waybill and check all documents to ensure shipment may be carried. The check shall not include rates charged.
- B. Check security status for the shipment(s) concerned and take action as per airline's instructions.
- C. Obtain capacity / booking information for the airline's flights
- D. Split air waybills. Forward copies of manifests and air waybills to airline.

- E. Prepare cargo manifests.
- F. Provide the load control unit with Special Load Notification.
- G. Return copy of air waybill to shipper, endorsed with flight details.
- H. Check or enter data into airline's and government / Customs system as specified by airline.
- I. Notify consignee or agent of arrival shipments.
- J. Make available cargo documents to consignee or agent.
- K. Provide for the collection of "Charges Collect" as shown on the air waybills, as well as other applicable charges and fees, and extend credit to consignee or agents.
- L. Provide for delivery of cargo/mail related documentation to and from agreed points and the aircraft.
- M. Take immediate action in accordance with airline's and Aviation's, or other governmental agencies' instructions in respect of irregularities, damage, or mishandling of dangerous goods and other special shipments.
- N. Take action in accordance with airline's instructions when consignee refuses acceptance or payment.
- O. Report to airline any irregularities discovered in cargo handling.
- P. Handle lost, found, and damaged cargo matters, as mutually agreed.
- Q. Notify airline of complaints and claims, giving supporting data and process such claims, as mutually agreed.
- R. Take appropriate action to prevent theft or unauthorized use of, or damage to, the airline's pallets, containers, nets, straps, tie-down rings, and other material in the custody of the Handling Company. Notify the airline immediately of any damage to or loss of such items.
- S. Handle, as mutually agreed, diplomatic cargo, diplomatic mail and company mail.

6.31 Cargo, Mail, and Warehouse Services – Physical Handling Outbound/Inbound

- A. Accept cargo ensuring that 1) machine-readable cargo labels are affixed and processed; 2) manual labels are affixed and processed; 3) shipments are

“ready for carriage;” 4) the weight and volume of the shipments are checked; and 5) the regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations (DGR), IATA Live Animals Regulations (LAR), and others have been complied with.

- B. Tally and assemble for dispatch cargo for dispatch.
- C. Prepare bulk cargo and ULDs using build-up materials provided by either airline or Company, and establish gross weight, volume and ULD contour, and provide the Load Control Unit with the information.
- D. Perform acceptance check on pre-build ULDs and establish, if accepted, gross weight, volume, ULD contour, and provide the Load Control Unit with the information.
- E. Load outbound cargo on vehicles and assemble cargo for delivery to the aircraft.
- F. Offload bulk cargo from vehicles, break down ULDs, check incoming cargo against air waybills and manifests, and release cargo to the consignee or agent.
- G. For all trucks operated by or on behalf of airline, check that all seals are intact on inbound trucks, offload truck prior to acceptance into warehouse, load truck after formal release from warehouse, and place seals.
- H. Place seals on trucks operated by or on behalf of airline.

6.32 Cargo, Mail, and Warehouse Services – Transfer/Transit Cargo

- A. Identify transfer/transit cargo.
- B. Prepare transfer manifests for cargo to be transported by another airline.
- C. Provide or arrange for transport to the receiving airline’s warehouse on or off the Airport.
- D. Accept/prepare transfer cargo and transit cargo for onward carriage.

6.33 Cargo, Mail, and Warehouse Services – Post Office Mail

- A. Check incoming mail against Post Office mail documents.
- B. In case of missing documentation, issue substitute documents.

- C. Transport mail from cargo warehouse to postal facility and from postal facility to cargo warehouse on or off Airport, together with documents, and compare against receipt to postal authorities
- D. Handle and check transfer mail against company's mail documents. Issue substitute documents, if necessary.
- E. Prepare bulk mail and ULDs and establish gross weight, volume, ULD contour, and provide the Load Control Unit with the information.
- F. Distribute incoming and/or outgoing Post Office mail documents.
- G. Distribute incoming/outgoing Post Office mail documents.
- H. Handle lost, found and damaged mail matters and reports all irregularities to airline and postal authorities in accordance with local practices.
- I. Maintain a file on all mail matters including irregularities for a period to be mutually agreed.

6.34 Support Services – Automation / Computer Systems

- A. Work with Aviation to provide, arrange for, and operate computer hardware and other equipment as specified by airline to enable access to airline's system, Company's system, or other systems as necessary.
- B. Perform the functions in airline's system, Company's system, or other system for training, passenger reservations and sales, passenger service, baggage reconciliation, baggage tracing, operations and Load control, cargo reservations and sales, cargo handling, Post Office mail handlings, maintenance reporting or other specified functions.
- C. Work with Aviation to manage automated self check-in devices and provide or arrange for stock control, stock replenishment hosting, routing maintenance, servicing and repair, or other services as specified by Aviation and airline.

6.35 Support Services – Departure Control System (DCS)

- A. Provide and operate equipment and facilities to allow Company access to airline's DCS, as mutually agreed.
- B. Access the following facilities in airline's DCS: Training program, check-in, boarding control, baggage reconciliation, baggage tracing, load control, and other services, as mutually agreed.

6.36 Support Services – Unit Load Device (ULD) Control

- A. Provide storage space for passenger ULDs, cargo ULDs, Post Office ULDs, or other ULDs.
- B. Take action to prevent theft or unauthorized use of, or damage to airline's ULDs in the custody of Company. Notify Aviation and airline immediately of any damage to or loss of such items.
- C. Take physical inventory of ULD stock and maintain a stock record. Compile and dispatch ULD Control Messages (UCM. Compile and dispatch Stock Check Messages (SCM).
- D. Prepare ULD exchange control for all transfers of ULDs and obtain signature(s) of the transferring and receiving airline(s) or approved third parties and distribute copies according to airline's instructions.
- E. Handle lost, found and damaged ULD matters and notify airline of such irregularities.

6.37 Support Services – Fueling and/or Defueling

- A. Liaise with fuel farm suppliers and ramp fuel suppliers.
- B. Inspect airline's fuel product deliveries for contamination, prior to storage, and notify airline of the results. Inspect fuel farm storage, fuel vehicles, and appliances for contamination and notify airline of the results.
- C. Supervise fueling/defueling operations.
- D. Prepare aircraft for fueling/defueling.
- E. Drain water from aircraft fuel tanks.
- F. Receive airline's product from storage in quantities requested.
- G. Provide, position, remove, and operate approved fueling/defueling equipment.
- H. Fuel/defuel aircraft with quantities of products requested by airline's designated representative.
- I. Check and verify the delivered fuel quantity.
- J. Prepare, sign, and deliver the completed fuel order(s) and fuel distribution form(s) to airline's designated representative.

- K. Maintain records of all fueling/defueling operations and provide airline with an inventory and usage summary in accordance with airline instructions.

6.38 Support Services – Catering Services – Liaison and Administration

- A. Liaise with airline's catering supplier.
- B. Handle requisitions made by airline's authorized representative.

6.39 Security and TSA Regulatory Compliance – Passenger and Baggage Screening and Reconciliation

- A. Provide for matching of passengers against established profiles and security questioning as required.
- B. Provide 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.
- C. Provide for screening of passengers, screening of unchecked baggage, and physical examination of passengers and unchecked baggage, as required.
- D. Provide for identification of passengers prior to boarding, reconciliation of boarded passengers with the respective passenger's baggage, passengers to identify their own baggage, as required, and offloading of baggage of passengers who fail to board the aircraft.

6.40 Security and TSA Regulatory Compliance – Cargo and Post Office Mail

Provide for control of access to cargo facilities, screening of cargo and mail, physical examination of cargo, holding of cargo and mail for variable periods, and secure storage of cargo and mail, and decompression and pressure chambers.

6.41 Security and TSA Regulatory Compliance – Catering

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

6.42 Security and TSA Regulatory Compliance – Aircraft Security, Ramp

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

- B. Provide or arrange for the search of aircraft, guarding of aircraft, guarding of designated areas, security of baggage in the baggage make-up area, and sealing of aircraft.
- C. Provide or arrange for security personnel to safeguard all Loads during the transport between aircraft and other areas designated by Aviation, and during offloading and loading of aircraft.

6.43 Security and TSA Regulatory Compliance – Prohibited Items

Monitor, prevent, and remove all items which may be classified by Aviation or the TSA as prohibited under applicable security regulations, as may be modified from time to time.

6.44 Security and TSA Regulatory Compliance – Additional Security Services

Provide or arrange for additional security services, as requested by airline, Aviation, or other governmental authority.

6.45 Aircraft Maintenance – Routine Services

- A. Perform line inspection in accordance with airline's current instructions.
- B. Enter in aircraft log and sign for performance of line inspection.
- C. Enter remarks in aircraft log regarding defects observed during the inspection.
- D. Perform pre-departure inspection immediately before aircraft departure according to airline's instructions. Perform ice-check immediately before aircraft departure according to airline's instructions.
- E. Provide skilled personnel to assist the flight crew or ground staff in the performance of their tasks.

6.46 Aircraft Maintenance – Replenishing of Oils and Fluids

- A. Liaise with suppliers.
- B. Perform and supervise replenishing operations.
- C. Provide and operate special replenishing equipment.
- D. Wipe excess oil from engine nacelles.

- E. Engine oil and hydraulic fluid to be provided by airline or Company, as mutually agreed.

6.47 Aircraft Maintenance – Non-Routine Services

- A. Rectify defects entered in the aircraft log as reported by the crew or revealed during the inspection, to the extent requested by airline. However, major repairs must be separately agreed upon between the parties.
- B. Enter in aircraft log and sign for the action taken.
- C. Report technical irregularities and actions taken to airline's maintenance base in accordance with airline's instructions.
- D. Maintain airline's technical manuals, handbooks, catalogues, or other operational documents in connection with the performance of services as specified by airline.
- E. Provide engineering facilities, tools and special equipment to the extent available.
- F. Move aircraft under its own power in accordance with airline's instructions and as directed by Aviation.

6.48 Aircraft Maintenance – Material Handling

- A. Obtain Customs clearance for, administer, provide suitable storage, and perform periodic inspection of airline's spare parts, power plants, and equipment.
- B. Provide periodic inspection of airline's spare parts and/or spare power plant.
- C. Provide suitable storage space for airline's spare parts and/or special equipment.
- D. Provide suitable storage space for airline's spare power plant.

EXHIBIT B
ASSIGNED AREAS

EXHIBIT B

KEY PLAN

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T3-E-L1-502

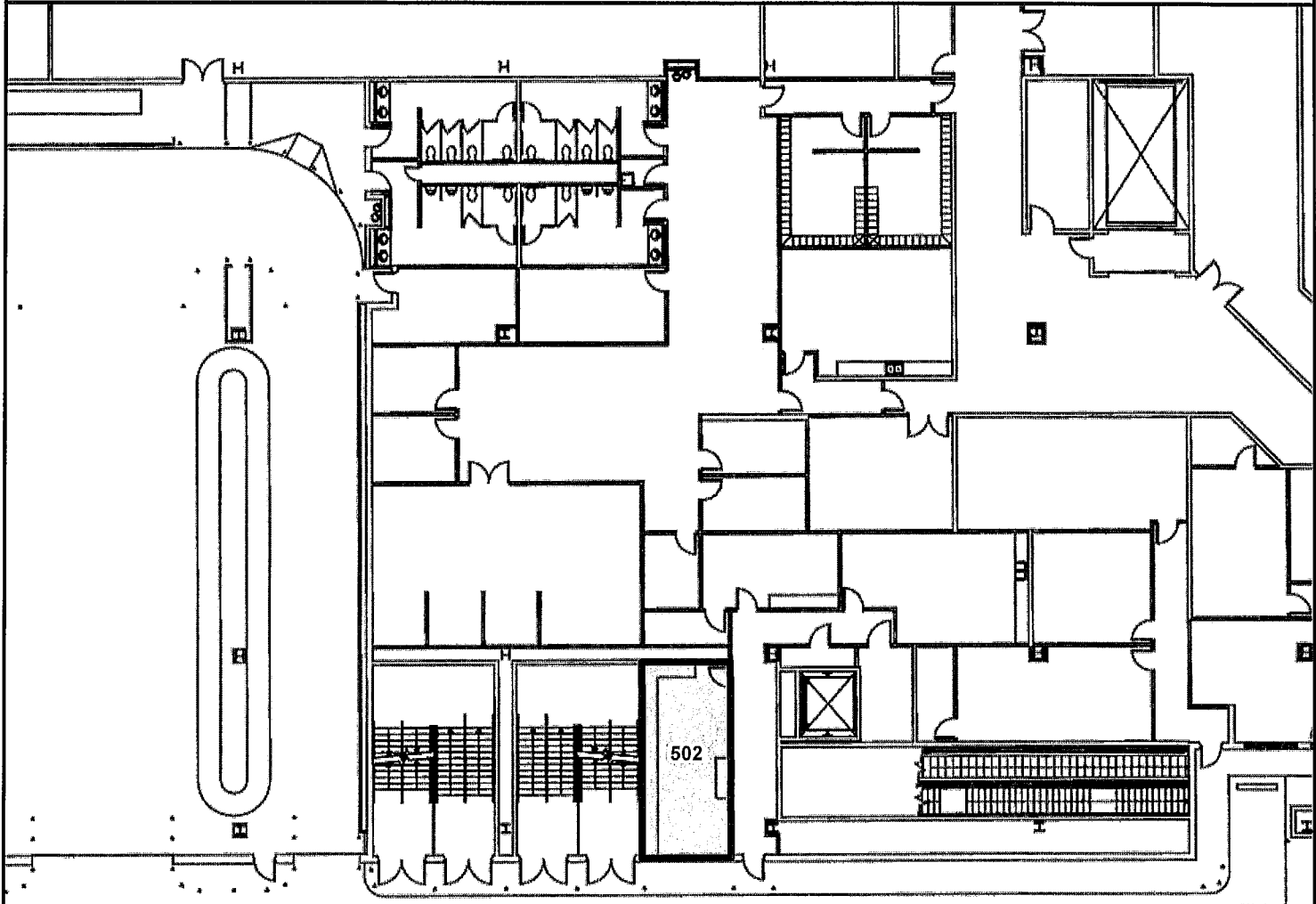
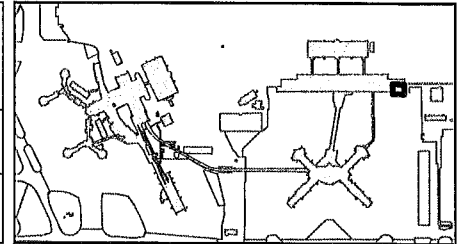
ASSIGNED SPACE(s):



AREA:

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Square footage calculations are based on Harry Reid International Airport standards.
Measurements are based on center wall delineations.



Department of Aviation ERP/GIS



WORLDWIDE FLIGHT SERVICES, INC.
EXCLUSIVE USE SPACE
OPERATIONS AREA - OFFICE SPACE
TERMINAL 3, EAST, LEVEL 1

Scale
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Date: 7/7/2025

Drawing Number

L25-0554

EXHIBIT B

KEY PLAN

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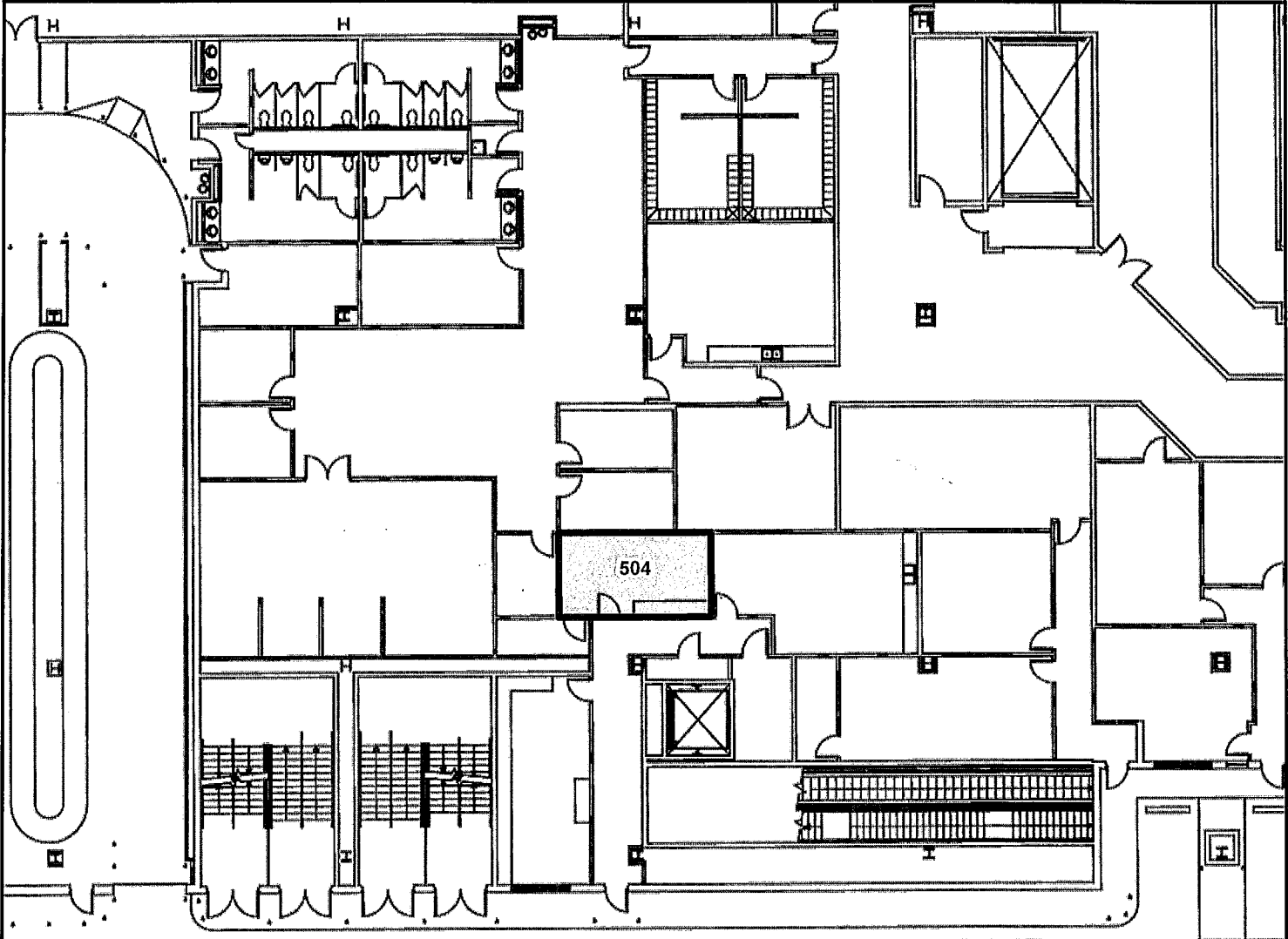
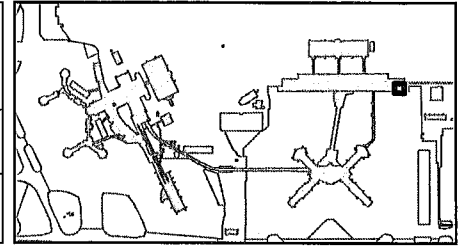
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AREA:

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Square footage calculations are based on Harry Reid International Airport standards.
Measurements are based on center wall delineations.



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WORLDWIDE FLIGHT SERVICES, INC.
EXCLUSIVE USE SPACE
OPERATIONS AREA - OFFICE SPACE
TERMINAL 3, EAST, LEVEL 1

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Date: 7/7/2025

Drawing Number

L25-0555

EXHIBIT B

KEY PLAN

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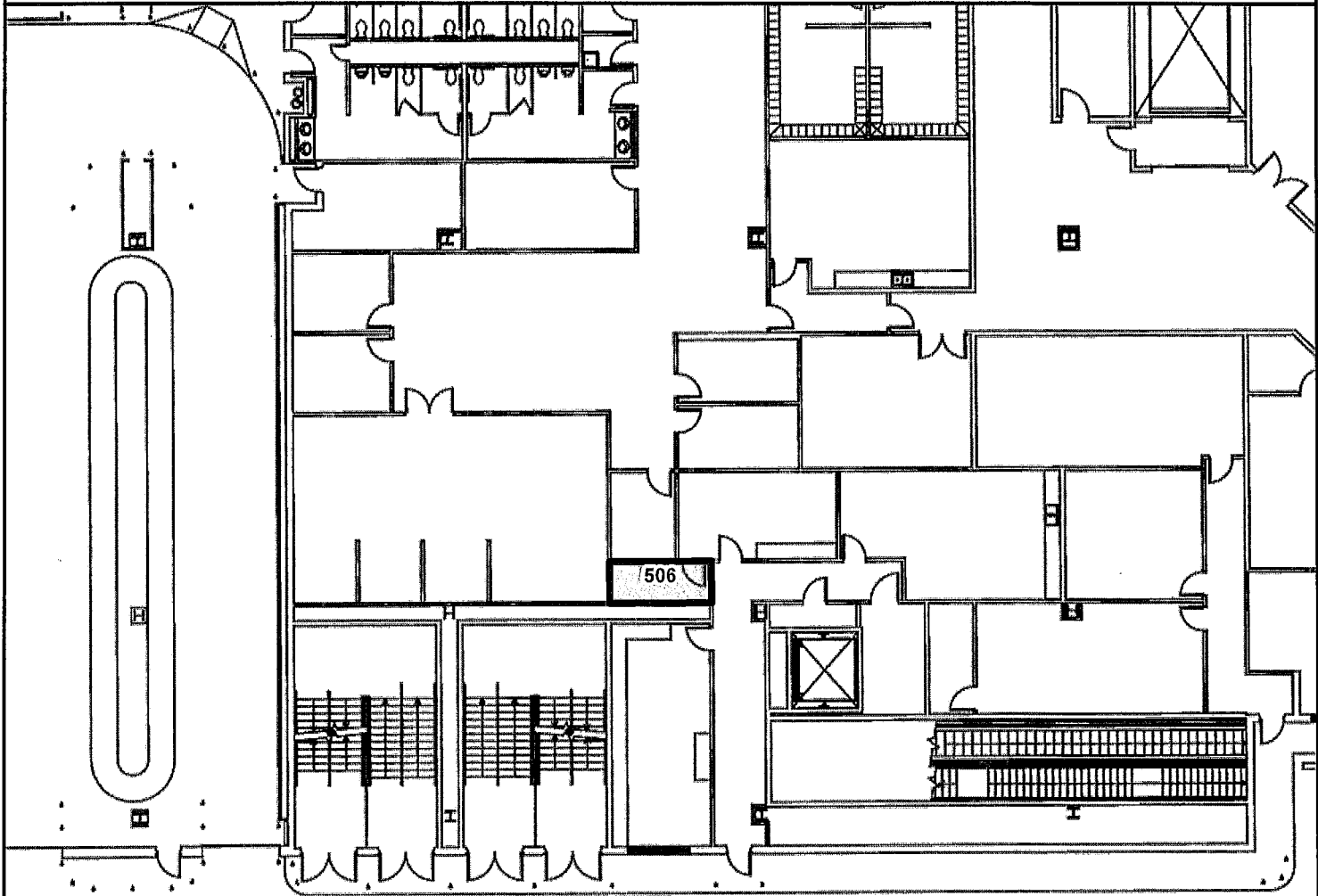
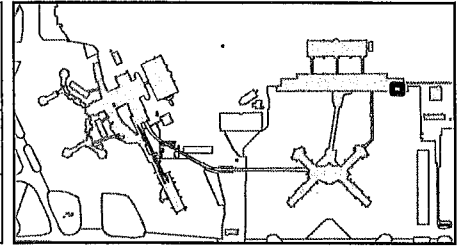
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ASSIGNED SPACE(s):



AREA: 70.60 S.F.

Square footage calculations are based on Harry Reid International Airport standards.
Measurements are based on center wall delineations.



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WORLDWIDE FLIGHT SERVICES, INC.
EXCLUSIVE USE SPACE
OPERATIONS AREA - OFFICE SPACE
TERMINAL 3, EAST, LEVEL 1

Scale
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Date: 7/7/2025

Drawing Number

L25-0556

EXHIBIT B

KEY PLAN

SPACE ID(s):

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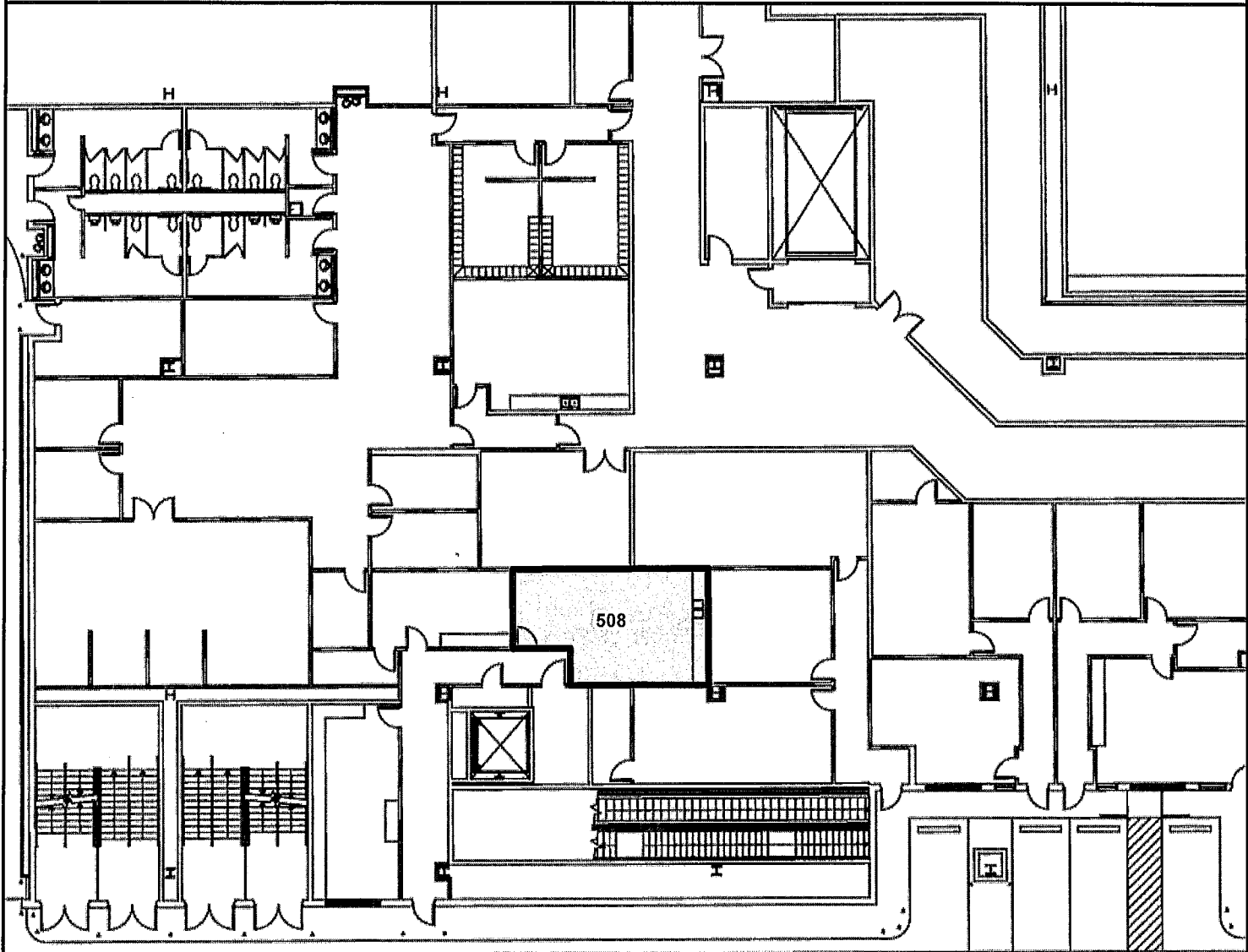
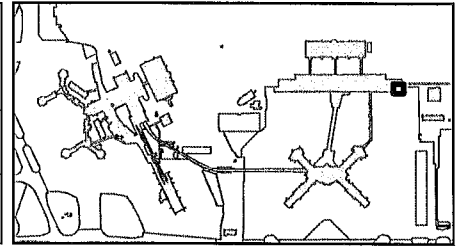
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AREA:

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Square footage calculations are based on Harry Reid International Airport standards.
Measurements are based on center wall delineations.



Department of Aviation ERP/GIS



WORLDWIDE FLIGHT SERVICES, INC.
EXCLUSIVE USE SPACE
OPERATIONS AREA - OFFICE SPACE
TERMINAL 3, EAST, LEVEL 1

Scale
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Date: 7/7/2025

Drawing Number

L25-0557

EXHIBIT B

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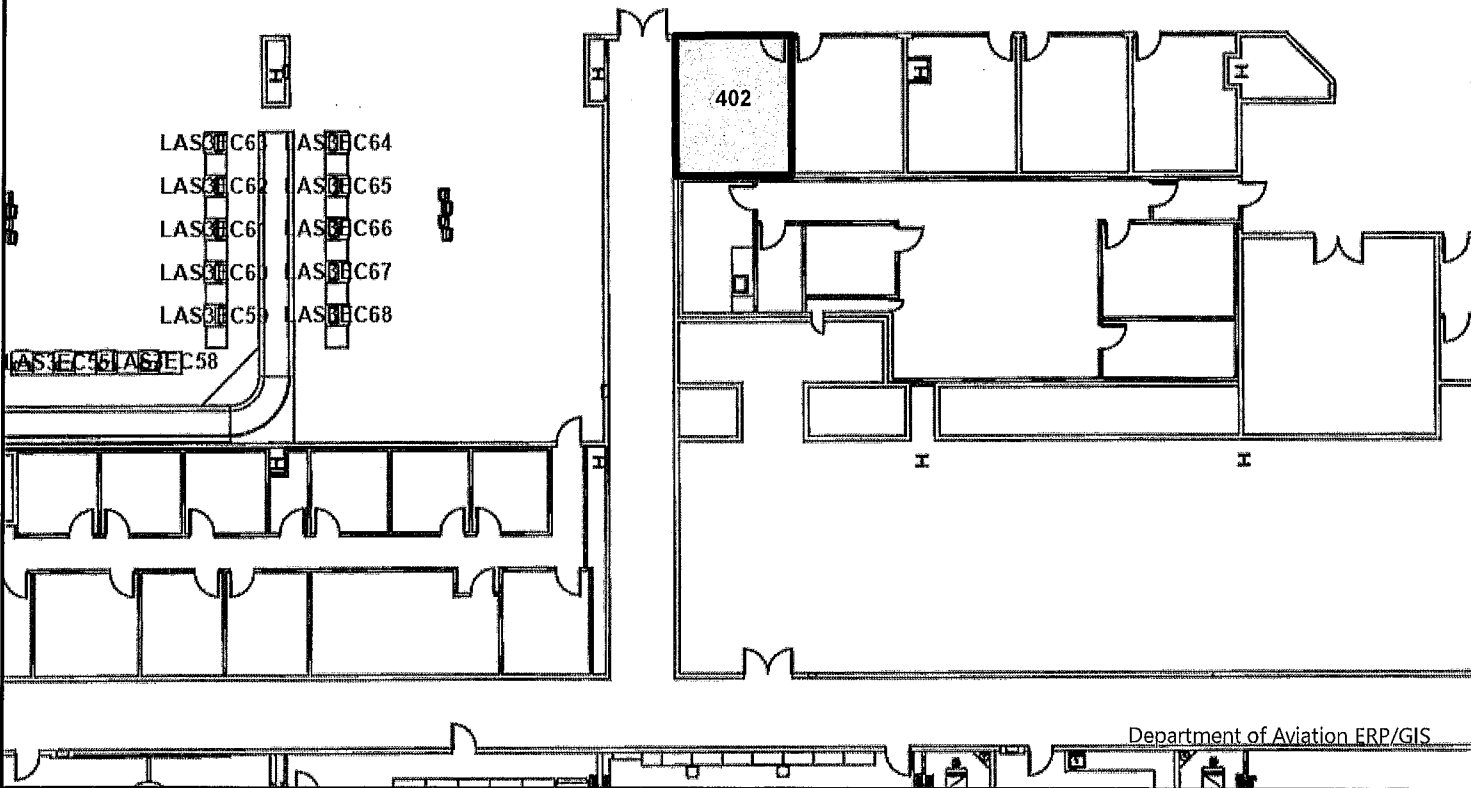
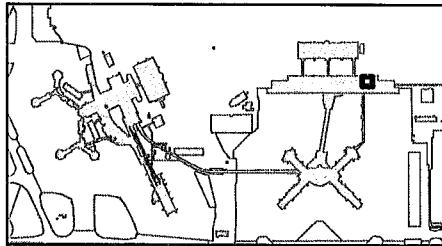
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AREA:

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Square footage calculations are based on Harry Reid International Airport standards.
Measurements are based on center wall delineations.



Department of Aviation ERP/GIS



WORLDWIDE FLIGHT SERVICES, INC.
EXCLUSIVE USE SPACE
OFFICE SPACE
TERMINAL 3, EAST, LEVEL 2

Scale
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Feet

Date: 7/7/2025

Drawing Number

L25-0562

EXHIBIT B

KEY PLAN

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Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.			



WORLDWIDE FLIGHT SERVICES, INC.
EXCLUSIVE USE SPACE
UNCOVERED APRON STORAGE
LAS, WATER RESERVOIR LOT

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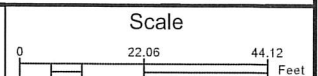
EXHIBIT B

KEY PLAN

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Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.			



WORLDWIDE FLIGHT SERVICES, INC.
EXCLUSIVE USE SPACE
UNCOVERED APRON STORAGE
TERMINAL 3, EAST, LEVEL 1



Date: 07/09/2025

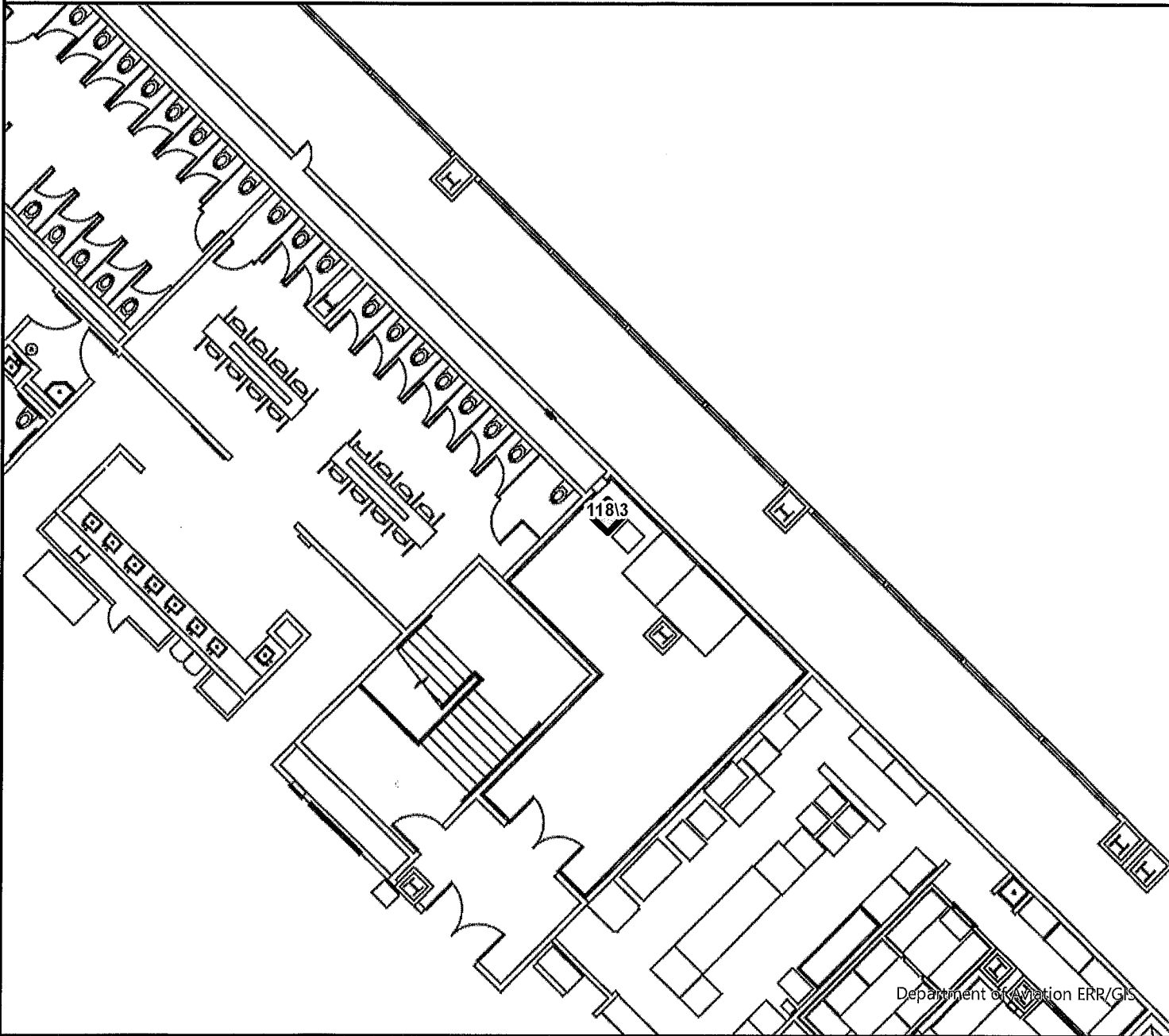
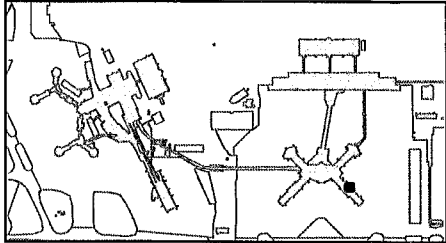
Drawing Number

L25-0559

EXHIBIT B

KEY PLAN

SPACE ID(s):	S2-SE-L2-118\3		
ASSIGNED SPACE(s):		AREA:	4.00 S.F.
Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.			



Department of Aviation ERR/GIS



WORLDWIDE FLIGHT SERVICES, INC.
PREFERENTIAL USE SPACE
EQUIPMENT SPACE
D GATES, SOUTHEAST WING, LEVEL 2

Scale	
0	4.5 9 13.5
 Feet	
Date:	7/7/2025
Drawing Number	L25-0561

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 215						
Corporate/Business Entity Name:		Worldwide Flight Services, Inc				
(Include d.b.a., if applicable)		N/A				
Street Address:		222 W. Las Colinas Blvd., Suite 1800N		Website: www.wfs.aero		
City, State and Zip Code:		Irving, TX 75039		POC Name: Susan Harrington		
Telephone No:		972-842-4869		Email:		
Nevada Local Street Address:		5757 Wayne Newton Blvd, Terminal 3 East Level		Website: www.wfs.aero		
(If different from above)						
City, State and Zip Code:		Las Vegas, NV 89119		Local Fax No: N/A		
Local Telephone No:		N/A		Local POC Name: Greg Polak greg.polak@wfs.aero		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

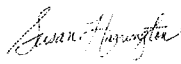
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A	N/A	N/A

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☒ Yes ☐ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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 action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature
 Director of Real Estate & Airport Affairs
 Title

Susan Harrington

Print Name

Oct 1, 2025

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative