

EXHIBIT C

EXHIBIT E-1

Exhibit A - A & CS Service Module

Contract # 90-9658

LGA

This Exhibit A, Form ACS_A01 is an addendum to the Services Agreement dated November 7, 2003 between American Airlines, Inc. (hereinafter referred to as "American") and PrimeFlight Aviation Services, Inc. (hereinafter referred to as "Supplier").

This Exhibit A, dated March 3, 2006 is entered into by the undersigned parties pursuant to, and by this reference is hereby made a part of and subject to all of the terms and conditions of, the Services Agreement between such parties reference above (excluding any other Exhibit A), which terms and conditions (including in particular but without limitation all representations and warranties are hereby ratified and affirmed).

1. Location of the Services to be Performed

Skycap services are the services to be performed by Supplier at New York LaGuardia International Airport (LGA), (hereinafter referred to as "Airport")

2. Services and Charges

(a) Attached hereto, marked Attachment I and Attachment II respectively and made a part hereof, are a description of the skycap services (hereinafter called "Services") to be performed by Supplier at the Airport and the charges therefore payable by American. Supplier hereby agrees to furnish to American at the Airport those services listed in said Attachment I as well as any and all other services which, although not specifically set forth in Attachment I, are generally necessary to ensure full completion of the services described.

(b) Supplier agrees that if, during the term of this Agreement, it enters into a contract for the provisions of the same type services at the Airport under terms and conditions similar to the terms and conditions of this Agreement, American shall have the benefit of the pricing of such other contract, from the time such contract is put into effect, to the extent that such pricing is less than that set forth in this Agreement.

(c) Except as provided below, Supplier's charges shall remain fixed throughout the term of the Agreement and may be changed only with the prior written consent of American. Notwithstanding the foregoing, if any of the following events occur and is reasonably projected to materially increase Supplier's costs of providing the Services, then, upon advance written notice from Supplier to American within thirty (30) days of such event detailing the impact thereof, the components of Supplier's charges directly affected by such event will become subject to renegotiations by American and Supplier in good faith to take into account such increased costs:

(i) American changes the Specifications in a manner that materially alters the working conditions or procedures or levels of training associated with performing the Services or the type of equipment used in rendering the Services; or

(ii) American changes the operating days, and/or hours of the Airport.

3. Term

(a) The term of this Agreement shall commence on March 3, 2006, and continue in full force and effect through March 2, 2009.

Exhibit A

4. Invoicing and Payments

Supplier agrees to submit all weekly skycap fee collections to American's station management for deposit, following already established procedures for the remittal of excess baggage and overweight fees. At the end of each month, Supplier will submit to American's station management all the voided bag tags and a report stating the total number of bags issued at the curb by American system and the Supplier Skycaps. |

shall be forwarded to the following address:

AMERICAN AIRLINES INC
JFK International Airport
Terminal 8 - Administration
Jamaica, NY, 11430
Attn: General Manager

Supplier will submit the report as an invoice for services rendered to American by the 10th of the next month. American will forward payment to supplier by the 10th day following receipt of invoice.

5. Conduct of Supplier Employees

Without limiting responsibility of the Supplier for the proper conduct of Supplier employees, the conduct of Supplier's employees is to be guided by a general set of rules mutually agreed upon between American and Supplier, as well as such other special rules and regulations as shall be agreed upon from time to time.

Supplier further agrees that the Services provided hereunder shall be performed by qualified and efficient employees, in conformity with established practices and standards as may be prescribed by American from time to time. The Supplier further agrees that, upon request of the designated representative of American, it will remove from service hereunder any of Supplier employees who in the opinion of American are guilty of any improper conduct, or who are not qualified to perform such services as are set forth herein.

6. General Supervision

Supplier shall be responsible for the direct supervision of Supplier employees, at no additional cost, and a representative of the Supplier shall be available at all reasonable hours for consultation with a representative of American with respect to the services to be rendered hereunder.

7. Discrimination of Handicapped

Supplier shall (i) ensure that Supplier agents, employees and other personnel engaged in activities performed on behalf of American do not discriminate on the basis of handicap, consistent with Title 14 of the United States Code of Federal Regulations, Section 382.9, and (ii) comply with directives issued by carrier complaints resolution officials under Title 14 of the United States Code of Federal regulations, Section 382.67. Should the Services require any of Supplier's employees to deal directly with the traveling public at airports, Supplier will be required to provide such employees training concerning travel by persons with a disability. Training of Supplier employees shall meet the requirements of 14 CFR Section 382.61, including without limitation paragraphs (a)(1) through (a)(5).

8. Notices

Any notice or communication required or permitted to be given hereunder shall be deemed to be duly given if sent by Certified Mail return receipt requested, or by written telegraphic means with positive answerback, addressed to the respective parties as follows:

Exhibit A

To American: AMERICAN AIRLINES, INC.
P.O. Box 619616, MD5223
Dallas/Ft. Worth Airport, TX 75261-9616
Attn: Commodity Manager - HDQ
Fax: 817-931-6262

To Supplier: PRIMEFLIGHT AVIATION SERVICES, INC.
35350 Curtis Blvd. Suite 490
Eastlake, OH 44095
Fax: 216-642-4599

or to any other place, or to the attention of any other person, as either party may from time to time specify by written notice to the other.

9. **Insurance**

- (a) Supplier, at its sole cost and expense, shall procure and maintain during the term of this Agreement and for a period of three (3) years thereafter, with insurers of recognized financial responsibility, the following insurance:
- (i) Commercial General Liability insurance, including, Facility liability, comprehensive general liability (including premises, products and completed operations, contractual liability and personal injury coverage) and automobile liability covering all Services performed by Supplier under this Agreement, including the ownership, operation or use of all licensed and unlicensed vehicles used at or on the Airport property. Such coverage shall be in an amount of not less than \$_____ bodily injury and property damage combined.
 - (ii) Automobile Liability
 - (iii) Workers Compensation Statutory Limits
Employers liability
 - (iv) a fidelity bond with a minimum limit of not less than \$_____ specifically covering the Services performed by the Supplier under this Agreement.

10. **Licenses and Operating Permits**

Supplier will be responsible for obtaining and maintaining all valid licenses and operating permits required by federal, state or local laws. The cost of it shall be paid by the Supplier at no cost to American. Proof of such licenses or permits shall be submitted to American upon request.

11. **Non-Performance**

The charges for Services herein specified shall apply to satisfactory performance of the Services in strict accordance with American's Specifications and standards and safety procedures, which are available to Supplier, and with which Supplier acknowledges it is familiar and in full agreement. The foregoing rights shall be in addition to any other rights American may have with regard to unsatisfactory performance, whether contained herein or otherwise.

12. **Equipment:**

Supplier will provide skycap any equipment necessary to provide the services required herein. American will provide the podiums and the scales for the Skycap services. American will also provide the signage for the podiums and any signage required for the curb side.

Exhibit A

13. **Baggage Miscalculations, Excess Bag and Overweight Bag Revenue Collections**
The allowable standard for baggage miscalculations for this station is 0 tracing incidents per month. In the event a Supplier Skycap miscalculates a bag, American will send a monthly invoice to Supplier for : per claim's incident. Supplier must pay this money with the next month's payment to American.

American, at its option, will from time to time audit passenger name records (PNRs) to ensure Supplier is collecting revenue for each bag in excess of American's stated passenger allowable checked bag limit and for baggage in excess of American's stated weight limits. In the event Supplier is found not collecting revenue for the excess number of allowable checked bags and/or overweight bags, American will send a monthly invoice to Supplier for : per bag plus the lost excess baggage and/or excess weight revenue. Supplier must pay this money with the next month's payment to American.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their name and on their behalf effective as of the date first set forth above.

PRIMEFLIGHT AVIATION SERVICES, INC.

AMERICAN AIRLINES, INC.

By: *K. [Signature]*

By: *J. R. Maclean*
J. R. MACLEAN

Title: President

Title: VP - Purchasing

Date: June 18, 2007

Date: 5/21/07

Attachments:

- I - Specifications
- II - Pricing Schedule

ATTACHMENT I to Exhibit A, for Skycap and related Services dated, March 3, 2006, between American Airlines, Inc., ("American") and PrimeFlight Aviation Services, Inc. ("Supplier").

SPECIFICATIONS

A. General Description/Supplier Responsibilities

Supplier shall provide Services in accordance with Federal Aviation Regulations. Supplier certifies that it has a Drug Testing Program in effect approved by the FAA/TSA for those employees performing security related functions that complies with all rules, regulations and standards as set forth by the FAA/TSA or any other governmental agency.

Supplier agrees to maintain all necessary records and information pertaining to the service and to perform a monthly review of such records and information and will maintain a copy of the review in its own file and furnish a copy of same to American. Furthermore, Supplier agrees that American shall have reasonable access to Supplier's records and information relating to the Service and to cooperate with Airlines (and representatives of the FAA/TSA, if applicable) in periodic audits or inspections that may be conducted relating to work required under this agreement.

Supplier shall provide all of its employees with written instructions as to their duties and shall fully advise all of its employees of the necessity for full cooperation with all of American's personnel.

Supplier shall insure that all of its personnel report to their immediate superior any and all passengers' complaints affecting Supplier's service which shall then be immediately made available to American.

Supplier agrees to take full responsibility for any FAA/TSA fines imposed that are a direct result of Supplier's personnel negligence. Supplier shall be responsible for all FAA/TSA and American's required training of personnel including recurrent training. Supplier will maintain detailed records of all training necessary to comply with FAA/TSA and American's requirements.

Supplier will perform daily and/or periodic equipment and personnel tests as required by the FAA/TSA and/or American's requirements.

Supplier will provide all uniforms, required training, any administrative office space needed, airport parking, dosimeters (if required), transportation or other fees/expenses for Supplier's employees or Supplier's operation.

Supplier shall ensure that personnel maintain, during the term hereof, appearance standards that shall give the general public the best impression of American and air transport.

Supplier is responsible for any and all initial and recurrent training costs.

Supplier shall achieve no less than 95% of target manning at all times, or shall be subject to monetary damages, the amount of which shall be determined after negotiation with American. Supplier will make sure that an appropriate staffing is maintained for a smooth operation to serve American customers. Detailed time sheets will be submitted with Supplier's monthly reports to American.

American will provide supplier with a daily report with information on the number of tags printed including the voided bag tags. At end of each month, supplier will provide the monthly report to American with the total number of bag tags issued to American customers along with the voided bag tags for the whole month.

Supplier will have a form for placing bag tag stubs with Passenger name and bar code on the stub to turn in as part of balancing procedure. This will also include bag tags printed as excess when paid by credit card. Skycaps will not accept any cash for excess bags and all the excess bag revenue will be collected through credit card only.

SKYCAP

A. General Description

Meet and greet outbound passenger at terminal entrance; determine service needs, check baggage, escort passenger and baggage to check-in position. When possible, direct passenger directly to gate and input checked bags into baggage system. Collect revenue c for each bag checked at the curb. Collect revenue for each bag

in excess of American's stated number of allowable checked bags per passenger. Collects revenue for each bag in excess of American's stated weight limit for each checked bag.

B. Service Details

1. Provide special service (courtesy chairs/bag carts/assistance with carry-on baggage) as required.
2. Provides general information to passengers, gives directions and flight information.
3. Takes large pieces of luggage, pets and other checked articles too large to be dispatched in the baggage handling system directly to the outsized elevator or belt upon request of ticket counter personnel or when deemed appropriate by the Skycap in the best interest of the passenger.
4. Loads outbound Priority Parcels at curb side and takes large parcels directly to bag room when necessary.
5. Provides special service to accommodate group baggage upon request of local airline management.
6. Specific duties as above can be altered by mutual agreement so as to conform to and enhance local airline policy.

C. Other Services

1. Supplier will provide all uniforms, required training, airport parking, transportation, security background check/badges or other fees/expenses for Suppliers' employees, or Suppliers' operation.
2. Suppliers' employees will be attired and groomed in a manner acceptable to American and conduct themselves in a courteous, mature and professional manner while on the airports'/airlines' premises.

ATTACHMENT II to Exhibit A, for skycap and related services dated, March 3, 2006, between American Airlines, Inc., ("American") and PrimeFlight Aviation Services, Inc. ("Supplier").

CHARGES

EFFECTIVE March 3, 2006 – March 2, 2009

- A. Supplier will charge American \$

- B. Above billing rates are firm through March 2, 2009. These rates are all inclusive of Supplier's direct, indirect, allocated costs and profit associated with providing these services.

- C. If there is enacted any law, regulation, ruling, or any other such mandate of any Government authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions or costs of performing the Service provided hereunder, American agrees that the above rates will be subject to renegotiation with sixty (60) days advanced written notice to American to take into account these increased costs. If the parties fail to reach agreement on the new rates, either party may terminate the provision of Services at this location upon thirty (30) days advance written notice to the other

LGA Skycap, PrimeFlight Aviation Services, Inc.
Amendment 8, #90-9658

This Amendment 8 ("Amendment 8") to Exhibit A – LGA Skycap ("Exhibit A") to Services Agreement #90-9658, dated as of November 7, 2003 (as amended or supplemented from time to time, and together with Exhibit A, the "Services Agreement"), by and between American Airlines, Inc. ("American") and PrimeFlight Aviation Services, Inc. ("Supplier") is made effective as of April 01, 2016 (the "Effective Date").

For and in consideration of the mutual covenants contained in the Services Agreement, the parties hereto agree as follows:

1. Attachment 2.4 to Exhibit A is hereby replaced in its entirety with Attachment 2.5 hereto.
2. As of the Effective Date, the term of the Exhibit A is hereby extended to December 31, 2016.
3. All other terms and conditions of the Services Agreement remain in full force and effect, except as otherwise provided herein.
4. This Amendment constitutes the full and complete understanding of the parties with respect to the subject matter of this Amendment and supersedes all prior agreements and understanding with respect to the subject matter. This Amendment may be modified only by written agreement signed by an authorized representative of both parties.

IN WITNESS WHEREOF, American and Supplier have entered into this Agreement effective as of the Effective Date.

ACCEPTED AND AGREED
PRIMEFLIGHT AVIATION SERVICES, INC.

By: _____

Title: Sec / Treas

Date: 9-12-16

ACCEPTED AND AGREED
AMERICAN AIRLINES, INC.

By: Cathy D. Schillinger

Title: Cathy D. Schillinger/ID # 557390
Managing Director

Date: 10/17/16
Procurement & Supply Chain

Pricing Schedule
 Skycap at LGA
 Effective April 01, 2016 through December 31, 2016

1. Charges

Supplier shall provide the services at the following rates:

Position	Rate	OT Rate	Holiday Rate
Skycap - Terminal B			
Skycap - Terminal C			

- a) These rates are all inclusive of Supplier's direct indirect and allocated costs and profit associated with providing these Services. Billable hours include only the hours actually worked by Supplier's personnel in providing the Services.
- b) If there is enacted any law, regulation, ruling, or any other such mandate of any Government authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions or costs of performing the Service provided hereunder, American agrees that the above rates will be subject to renegotiation with sixty (60) days advanced written notice to American to take into account these increased costs. If the parties fail to reach agreement on the new rates, either party may terminate the provision of Services at this location upon thirty (30) days advance written notice to the other.
- c) Beginning on the Assumption Date and continuing through the expiration of the Original Agreement, a rebate of _____ will be applied to all invoices for the Services in Exhibit A – LGA Skycap
- d) NYC Sick Time policy and affordable healthcare costs are now included for all supplier employees within regular hourly rates.

LGA Passenger Services, PrimeFlight Aviation Services, Inc.
Amendment 9, #90-9658

This Amendment 9 ("Amendment 9") to Exhibit A – LGA Passenger Services ("Exhibit A") to Services Agreement #90-9658, dated as of November 7, 2003 (as amended or supplemented from time to time, and together with Exhibit A, the "Services Agreement"), by and between American Airlines, Inc. ("American") and PrimeFlight Aviation Services, Inc. ("Supplier") is made effective as of the 1st day of February, 2015 (the "Effective Date").

For and in consideration of the mutual covenants contained in the Services Agreement and this Amendment 9, the parties hereto agree as follows:

1. As of the Effective Date, Attachment 2.3 to Exhibit A is hereby replaced in its entirety with Attachment 2.4.
2. The "Attachment 2.3" referenced in Section 1 of this Amendment 9 is the "Attachment 2.4" attached hereto.
3. As of the Effective Date, the following provisions are incorporated into the Services Agreement as if fully set forth therein:
 - a. Supplier shall avoid jeopardizing or otherwise impairing American's business relationships with any Government authority. Supplier acknowledges and agrees that this obligation may include, but is not limited to, altering the rates and method of pay for persons performing work under the Services Agreement, as amended by this Amendment 9 ("Supplier Employees"), as requested, directed, instructed or mandated by any Government authority with which American does business. For the avoidance of doubt, Supplier further acknowledges and agrees to the following items, which the Port Authority of New York and New Jersey has directed for Supplier Employees performing services at New York and New Jersey airports ("Covered Supplier Employees"):
 - i. Providing a minimum \$10.10 hourly wage for non-tipped positions paid to Covered Supplier Employees;
 - ii. Establishing Martin Luther King Jr. Day as a paid holiday for all Covered Supplier Employees;
 - b. Notwithstanding the foregoing, nothing in the Services Agreement or this Amendment 9 shall be read to establish an employment relationship between American and any Supplier Employee. Rather, without limiting the foregoing, American and Supplier agree and acknowledge that Supplier shall be the employer of all Supplier Employees for all purposes, with the general right of control and the right to select, hire, assign, supervise, direct, train, promote, terminate, set compensation and benefits, and maintain all employment records related to Supplier Employees. Under no circumstances will any Supplier Employee be deemed an employee of American. American will have no supervisory authority over any Supplier Employee. Any complaint American has regarding any Supplier Employee and any change in American's business practices which affects or otherwise implicates Supplier's performance of work will be communicated by American to Supplier which will be responsible for providing appropriate instruction to Supplier Employees.

- c. Supplier agrees to assume full responsibility for any and all liability arising out of or in relation to any injury, disability and death resulting from or sustained by Supplier Employees in the performance of work pursuant to the Services Agreement. Supplier agrees to accept full and exclusive responsibility for the payment of any and all taxes, contributions and other payment for unemployment compensation, worker's compensation, employers liability insurance or other program imposed on employers by the government of the United States or any State or political subdivision thereof with respect to such employees. Supplier will make necessary payments and will make and file any and all reports and returns and do all other things necessary to comply with the laws imposing such taxes, contributions or other payments. Without limiting the foregoing, Supplier further represents that it shall be responsible for complying with all federal, state, and local statutes, regulations, ordinances or laws, including, without limitation, those related to employment, discrimination, immigration, health and safety, wages, hours or benefits applicable to Supplier Employees, including, but not limited to, the Fair Labor Standards Act and any applicable state or local wage and hour law.
 - d. Without limiting any other indemnity provisions in the Services Agreement, Supplier shall defend, indemnify and hold American and its officers, directors, employees, representatives and agents harmless from and against any and all liability, claims, demands, lawsuits, actions, proceedings, losses, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising from or related to the Services Agreement or this Amendment 9, or breach of the Services Agreement or this Amendment 9, including, without limitation, any and all liability, claims, demands, lawsuits, actions, proceedings, losses, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) that American may incur as a result of being alleged or found to be a joint employer or otherwise liable for or related to Supplier Employees. Supplier acknowledges that in the event an action is brought against American, including a charge of discrimination filed with the Equal Employment Opportunity Commission or a comparable state or local agency claiming discrimination on any basis by American against any Supplier Employee or applicant for employment with Supplier (including if such employment with or application to is claimed to have been with or to American), (i) American will have the right to assume defense in such action, (ii) Supplier will, at its own expense, assist American in its defense to said action, and (iii) Supplier will reimburse American for all expenses associated with its defense of said action including the attorneys' fees and costs of outside counsel, investigators and experts retained in connection with the defense of said action and the cost of American's in-house legal counsel incurred in connection with defense of said action. Any sums that remain unpaid for thirty days after demand therefor may thereafter be deducted from any sums due to Supplier from American.
4. Notwithstanding any provision herein to the contrary, to the extent otherwise restricted by the terms of the Services Agreement, Supplier hereby agrees and consents to any merger, stock transfer, asset transfer or other corporate restructuring involving American and American Airlines Group Inc. ("AAL") and/or any other wholly-owned subsidiary or subsidiaries of American Airlines Group Inc. (an "Internal Restructuring") and such subsidiaries, together with AAL, each an "AAL Party") and any related assignment or transfer of the Services Agreement, as amended herein, to an AAL Party that may occur or may be deemed to occur as a result of any such Internal Restructuring, and Supplier waive any right Supplier may have to terminate, amend or modify the Services Agreement and any claim of breach or default thereunder in each case arising in connection with or as a result of any such Internal Restructurings.
 5. All other terms and conditions of the Services Agreement, including those set forth in previous amendments to Exhibit A, remain in full force and effect, except as otherwise provided herein.

6. This Amendment 9 constitutes the full and complete understanding of the parties with respect to the subject matter of this Amendment 9 and supersedes all prior agreements and understanding with respect to the subject matter (including, but not limited to, Amendment 8 to Exhibit A dated September 5, 2015). This Amendment 9 may be modified only by written agreement signed by an authorized representative of both parties.

IN WITNESS WHEREOF, American and Supplier have entered into this Amendment 9 effective as of the Effective Date.

ACCEPTED AND AGREED
PRIMEFLIGHT AVIATION SERVICES, INC.
By: [Signature]
Title: Sec/Treas
Date: 3-19-15

ACCEPTED AND AGREED
AMERICAN AIRLINES, INC.
By: Cathy D. Schillinger
Title: Cathy D. Schillinger/ID # 557390
Managing Director
Procurement & Supply Chain
Date: 3/30/15

ATTACHMENT 2.4 to Exhibit A, for LGA Passenger Services, between American Airlines, Inc., ("American") and Primeflight Aviation Services Inc. ("Supplier").

Pricing Schedule

Charges

Supplier shall provide the services at the following rates:

Position	Rate (per Passenger Boarded)
Bag Handler	
Baggage Service Agent	
Baggage Service Lead	
Damage Claim	
Positive Claim Agent	
PPS Agent	
PPS Screener	
Ramp Security Screener	
PVA/Docs Checker/Queue Control	
Wheelchair Agent	

The above rates include all Off Schedule Operations (OSO) and overtime.

Position	Regular Rate (per Hour)	OT/Holiday Rate (per Hour)
ADM		
Additional Staffing (ex. Courier)		
Ad Hoc Staffing		

Any 'Additional or Ad Hoc Staffing' requires approval of local American Airlines management.

Position	Regular Rate (per Hour)	OT/Holiday Rate (per Hour)
Wayfinder Agent		
Regional (AE/Envoy)		
Wheelchair Agent		

- a) These rates are all inclusive of Supplier's direct indirect and allocated costs and profit associated with providing these Services. Billable hours include only the hours actually worked by Supplier's personnel in providing the Services.
- b) If there is enacted any law, regulation, ruling, or any other such mandate of any Government authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions or costs of performing the Service provided hereunder, American agrees that the above rates will be subject to renegotiation with sixty (60) days advanced written notice to American to take into account these increased costs. If the parties fail to reach agreement on the new rates, either party may terminate the provision of Services at this location upon thirty (30) days advance written notice to the other.
- c) Beginning on the Assumption Date and continuing through the expiration of the Original Agreement, a rebate of _____ will be applied to all invoices for the Services in Table 1 and 2 of Exhibit A – LGA Passenger Services. The positions in Table 3 of Exhibit A – LGA Passenger Services will be exempted from this rebate.
- d) NYC Sick Time policy costs are now included for all supplier employees within regular hourly rates.

LGA Passenger Services, PrimeFlight Aviation Services, Inc.
Amendment 11, #90-9658

This Amendment 11 ("Amendment 11") to Exhibit A – LGA Passenger Services ("Exhibit A") to Services Agreement #90-9658, dated as of November 7, 2003 (as amended or supplemented from time to time, and together with Exhibit A, the "Services Agreement"), by and between American Airlines, Inc. ("American") and PrimeFlight Aviation Services, Inc. ("Supplier") is made effective as of the 1st day of January, 2016 (the "Effective Date").

For and in consideration of the mutual covenants contained in the Services Agreement and this Amendment 11, the parties hereto agree as follows:

1. As of the Effective Date, Attachment 2.5 to Exhibit A is hereby replaced in its entirety with Attachment 2.6
2. As of the Effective Date, the term of the Exhibit A is hereby extended to July 1st, 2016.
3. As of the Effective Date, the following provisions are incorporated into the Services Agreement as if fully set forth therein:
 - a. Supplier shall avoid jeopardizing or otherwise impairing American's business relationships with any Government authority. Supplier acknowledges and agrees that this obligation may include, but is not limited to, altering the rates and method of pay for persons performing work under the Services Agreement, as amended by this Amendment 11 ("Supplier Employees"), as requested, directed, instructed or mandated by any Government authority with which American does business.
 - b. Notwithstanding the foregoing, nothing in the Services Agreement or this Amendment 11 shall be read to establish an employment relationship between American and any Supplier Employee. Rather, without limiting the foregoing, American and Supplier agree and acknowledge that Supplier shall be the employer of all Supplier Employees for all purposes, with the general right of control and the right to select, hire, assign, supervise, direct, train, promote, terminate, set compensation and benefits, and maintain all employment records related to Supplier Employees. Under no circumstances will any Supplier Employee be deemed an employee of American. American will have no supervisory authority over any Supplier Employee. Any complaint American has regarding any Supplier Employee and any change in American's business practices which affects or otherwise implicates Supplier's performance of work will be communicated by American to Supplier which will be responsible for providing appropriate instruction to Supplier Employees.
 - c. Supplier agrees to assume full responsibility for any and all liability arising out of or in relation to any injury, disability and death resulting from or sustained by Supplier Employees in the performance of work pursuant to the Services Agreement. Supplier agrees to accept full and exclusive responsibility for the payment of any and all taxes, contributions and other payment for unemployment compensation, worker's compensation, employers liability insurance or other program imposed on employers by the government of the United States or any State or political subdivision thereof with respect to such employees. Supplier will make necessary payments and will make and file any and all reports and returns and do all other things necessary to comply with the laws imposing such taxes, contributions or other payments. Without limiting the foregoing, Supplier further represents that it shall be responsible for complying with all federal, state, and local statutes, regulations, ordinances or laws, including, without limitation, those related to employment, discrimination, immigration, health and safety, wages, hours or benefits applicable to Supplier Employees, including, but not limited to, the Fair Labor Standards Act and any applicable state or local wage and hour law.

- d. Without limiting any other indemnity provisions in the Services Agreement, Supplier shall defend, indemnify and hold American and its officers, directors, employees, representatives and agents harmless from and against any and all liability, claims, demands, lawsuits, actions, proceedings, losses, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising from or related to the Services Agreement or this Amendment 11, or breach of the Services Agreement or this Amendment 11, including, without limitation, any and all liability, claims, demands, lawsuits, actions, proceedings, losses, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) that American may incur as a result of being alleged or found to be a joint employer or otherwise liable for or related to Supplier Employees. Supplier acknowledges that in the event an action is brought against American, including a charge of discrimination filed with the Equal Employment Opportunity Commission or a comparable state or local agency claiming discrimination on any basis by American against any Supplier Employee or applicant for employment with Supplier (including if such employment with or application to is claimed to have been with or to American), (i) American will have the right to assume defense in such action, (ii) Supplier will, at its own expense, assist American in its defense to said action, and (iii) Supplier will reimburse American for all expenses associated with its defense of said action including the attorneys' fees and costs of outside counsel, investigators and experts retained in connection with the defense of said action and the cost of American's in-house legal counsel incurred in connection with defense of said action. Any sums that remain unpaid for thirty days after demand therefor may thereafter be deducted from any sums due to Supplier from American.
4. Notwithstanding any provision herein to the contrary, to the extent otherwise restricted by the terms of the Services Agreement, Supplier hereby agrees and consents to any merger, stock transfer, asset transfer or other corporate restructuring involving American and American Airlines Group Inc. ("AAL") and/or any other wholly-owned subsidiary or subsidiaries of American Airlines Group Inc. (an "Internal Restructuring" and such subsidiaries, together with AAL, each an "AAL Party") and any related assignment or transfer of the Services Agreement, as amended herein, to an AAL Party that may occur or may be deemed to occur as a result of any such Internal Restructuring, and Supplier waive any right Supplier may have to terminate, amend or modify the Services Agreement and any claim of breach or default thereunder in each case arising in connection with or as a result of any such Internal Restructurings.
5. All other terms and conditions of the Services Agreement, including those set forth in previous amendments to Exhibit A, remain in full force and effect, except as otherwise provided herein.
6. This Amendment 11 constitutes the full and complete understanding of the parties with respect to the subject matter of this Amendment 11 and supersedes all prior agreements and understanding with respect to the subject matter (including, but not limited to, Amendment 9 to Exhibit A). This Amendment 11 may be modified only by written agreement signed by an authorized representative of both parties.

IN WITNESS WHEREOF, American and Supplier have entered into this Amendment 11 effective as of the Effective Date.

ACCEPTED AND AGREED
PRIMEFLIGHT AVIATION SERVICES, INC.

By: _____

Title: _____

Date: _____

Sec / Treas
Dec 17, 2015

ACCEPTED AND AGREED
AMERICAN AIRLINES, INC.

By: _____

Title: _____

Date: _____

Cathy D. Schillinger/ID # 557390
Managing Director
Procurement & Supply Chain

1-8-16

ATTACHMENT 2.6 to Exhibit A, for LGA Passenger Services, between American Airlines, Inc., ("American") and Primeflight Aviation Services Inc. ("Supplier").

Pricing Schedule

Charges

Supplier shall provide the services at the following rates:

Starting January 1, 2016:

TABLE 1	
Position	Rate (per Passenger Boarded)
Bag Handler	
Baggage Service Agent	
Baggage Service Lead	
Damage Claim	
Positive Claim Agent	
PPS Agent	
PPS Screener	
Ramp Security Screener	
PVA/Docs Checker/Queue Control	
Wheelchair Agent	

The above rates include all Off Schedule Operations (OSO) and overtime.

TABLE 2		
Position	Regular Rate (per Hour)	OT/Holiday Rate (per Hour)
ADM		
Additional Staffing (ex. Courier)		
Ad Hoc Staffing		

Any 'Additional or Ad Hoc Staffing' requires approval of local American Airlines management.

TABLE 3		
Position	Regular Rate (per Hour)	OT/Holiday Rate (per Hour)
Wayfinder Agent		
Regional (AE/Envoy)		
Wheelchair Agent		

- a) These rates are all inclusive of Supplier's direct indirect and allocated costs and profit associated with providing these Services. Billable hours include only the hours actually worked by Supplier's personnel in providing the Services.
- b) If there is enacted any law, regulation, ruling, or any other such mandate of any Government authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions or costs of performing the Service provided hereunder, American agrees that the above rates will be subject to renegotiation with sixty (60) days advanced written notice to American to take into account these increased costs. If the parties fail to reach agreement on the new rates, either party may terminate the provision of Services at this location upon thirty (30) days advance written notice to the other.
- c) NYC Sick Time policy and affordable healthcare costs are now included for all supplier employees within regular hourly rates.

LGA Passenger Services, PrimeFlight Aviation Services, Inc.
Amendment 12, #90-9658

This Amendment 12 ("Amendment 12") to Exhibit A – LGA Passenger Services ("Exhibit A") to Services Agreement #90-9658, dated as of November 7, 2003 (as amended or supplemented from time to time, and together with Exhibit A, the "Services Agreement"), by and between American Airlines, Inc. ("American") and PrimeFlight Aviation Services, Inc. ("Supplier") is made effective as of September 19, 2016 (the "Effective Date").

For and in consideration of the mutual covenants contained in the Services Agreement, the parties hereto agree as follows:

1. Attachment 2.6 to Exhibit A is hereby replaced in its entirety with Attachment 2.7 hereto.
2. As of the Effective Date, the term of the Exhibit A is hereby extended to December 31, 2016.
3. Attachment 1 to Exhibit A is hereby amended to insert the following language:

7. C. BSO SLA Language

Code 39s

In the event Supplier's monthly tracer rate for the tracer codes applicable to the Services does not meet American's minimum level of service ("MLS"), the calculation of which will be determined by American based on current methodology, Supplier will be charged _____ per occurrence above the minimum level of service.

24 Hour Rate of Return for Delayed Bags

In the event Supplier's monthly 24 hour rate of return applicable to the Services does not meet or exceed American's minimum level of service ("MLS"), the calculation of which will be determined by American based on current methodology, or Supplier has not achieved a combined year over year improvement with respect to the applicable 24 hour rate of return, Supplier will be charged _____ for failure to meet or exceed American's monthly minimum level of service ("MLS").

4. All other terms and conditions of the Services Agreement remain in full force and effect, except as otherwise provided herein.
5. This Amendment constitutes the full and complete understanding of the parties with respect to the subject matter of this Amendment and supersedes all prior agreements and understanding with respect to the subject matter. This Amendment may be modified only by written agreement signed by an authorized representative of both parties.

IN WITNESS WHEREOF, American and Supplier have entered into this Agreement effective as of the Effective Date.

ACCEPTED AND AGREED
PRIMEFLIGHT AVIATION SERVICES, INC.

By: _____

Title: Sec / Treas

Date: 9-12-16

ACCEPTED AND AGREED
AMERICAN AIRLINES, INC.

By: Cathy J. Schief

Title: _____

Date: 9/16/16

Pricing Schedule
 Passenger Services at LGA
 Effective September 19, 2016 through December 31, 2016

1. Charges

Supplier shall provide the services at the following rates:

Table 1	
Position	Rate (per Passenger Boarded)
Bag Handler	\$
Positive Claim Agent	\$
PPS Agent	\$
PPS Screener	\$
Ramp Security Screener	\$
PVA/Docs Checker/Queue Control	\$
Wheelchair Agent	\$

The above rates include all Off Schedule Operations (OSO) and overtime.

Table 2		
Position	Hourly Rate	OT/Holiday Rate
Baggage Service Agent	\$	
Baggage Service Supervisor	\$	

TABLE 3		
Position	Hourly Rate	OT/Holiday Rate
ADM		
Additional Staffing (ex. Courier)		
Ad Hoc Staffing		

Any 'Additional or Ad Hoc Staffing' requires approval of local American Airlines management.

TABLE 4		
Position	Hourly Rate	OT/Holiday Rate
Wayfinder Agent		
Regional (AE/Envoy)		
Wheelchair Agent		

- a) These rates are all inclusive of Supplier's direct indirect and allocated costs and profit associated with providing these Services. Billable hours include only the hours actually worked by Supplier's personnel in providing the Services.
- b) If there is enacted any law, regulation, ruling, or any other such mandate of any Government authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions or costs of performing the Service provided hereunder, American agrees that the above rates will be subject to renegotiation with sixty (60) days advanced written notice to American to take into account these increased

costs. If the parties fail to reach agreement on the new rates, either party may terminate the provision of Services at this location upon thirty (30) days advance written notice to the other.

- c) NYC Sick Time policy and affordable healthcare costs are now included for all supplier employees within regular hourly rates.

LGA Passenger Services, PrimeFlight Aviation Services, Inc.
Amendment 13, #90-9658

This Amendment 13 ("Amendment 12") to Exhibit A – LGA Passenger Services ("Exhibit A") to Services Agreement #90-9658, dated as of November 7, 2003 (as amended or supplemented from time to time, and together with Exhibit A, the "Services Agreement"), by and between American Airlines, Inc. ("American") and PrimeFlight Aviation Services, Inc. ("Supplier") is made effective as of December 31, 2016 (the "Effective Date").

For and in consideration of the mutual covenants contained in the Services Agreement, the parties hereto agree as follows:

1. Attachment 2.7 to Exhibit A is hereby replaced in its entirety with Attachment 2.8 hereto.
2. As of the Effective Date, the term of the Exhibit A is hereby extended to March 31, 2018.
3. Attachment 1 to Exhibit A is hereby amended to insert the following language:

7. C. BSO SLA Language

Code 39s

In the event Supplier's monthly tracer rate for the tracer codes applicable to the Services does not meet American's minimum level of service ("MLS"), the calculation of which will be determined by American based on current methodology, Supplier will be charged _____ per occurrence above the minimum level of service.

24 Hour Rate of Return for Delayed Bags

In the event Supplier's monthly 24 hour rate of return applicable to the Services does not meet or exceed American's minimum level of service ("MLS"), the calculation of which will be determined by American based on current methodology, or Supplier has not achieved a combined year over year improvement with respect to the applicable 24 hour rate of return, Supplier will be charged _____ for failure to meet or exceed American's monthly minimum level of service ("MLS").

4. All other terms and conditions of the Services Agreement remain in full force and effect, except as otherwise provided herein.
5. This Amendment constitutes the full and complete understanding of the parties with respect to the subject matter of this Amendment and supersedes all prior agreements and understanding with respect to the subject matter. This Amendment may be modified only by written agreement signed by an authorized representative of both parties.

IN WITNESS WHEREOF, American and Supplier have entered into this Agreement effective as of the Effective Date.

ACCEPTED AND AGREED
PRIMEFLIGHT AVIATION SERVICES, INC.

By: _____

Title: Sec / Treas

Date: May 8, 2017

ACCEPTED AND AGREED
AMERICAN AIRLINES, INC.

By: Cathy D. Schillinger

Title: Cathy D. Schillinger / ID # 557390
Managing Director

Date: 5/12/17 Procurement & Supply Chain

ATTACHMENT 2.8 to Exhibit A, for LGA Passenger Services, between American Airlines, Inc., ("American") and Primeflight Aviation Services Inc. ("Supplier").

Pricing Schedule
 Passenger Services at LGA
 Effective December 31, 2016 through March 31, 2018

1. Charges

Supplier shall provide the services at the following rates:

Table 1	
Position	Rate (per Passenger Boarded)
Bag Handler	\$
Positive Claim Agent	\$
PPS Agent	\$
PPS Screener	\$
Ramp Security Screener	\$
PVA/Docs Checker/Queue Control	\$
Wheelchair Agent	\$

The above rates include all Off Schedule Operations (OSO) and overtime.

Table 2		
Position	Hourly Rate	OT/Holiday Rate
Baggage Service Agent		
Baggage Service Supervisor		

TABLE 3		
Position	Hourly Rate	OT/Holiday Rate
ADM		
Additional Staffing (ex. Courier)		
Ad Hoc Staffing		

Any 'Additional or Ad Hoc Staffing' requires approval of local American Airlines management.

TABLE 4		
Position	Hourly Rate	OT/Holiday Rate
Wayfinder Agent		
Regional (AE/Envoy)		
Wheelchair Agent		

- a) These rates are all inclusive of Supplier's direct indirect and allocated costs and profit associated with providing these Services. Billable hours include only the hours actually worked by Supplier's personnel in providing the Services.
- b) If there is enacted any law, regulation, ruling, or any other such mandate of any Government authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions or costs of performing the Service provided hereunder, American agrees that the above rates will be subject to renegotiation with sixty (60) days advanced written notice to American to take into account these increased

costs. If the parties fail to reach agreement on the new rates, either party may terminate the provision of Services at this location upon thirty (30) days advance written notice to the other.

- c) NYC Sick Time policy and affordable healthcare costs are now included for all supplier employees within regular hourly rates.

EXHIBIT E-2

GENERAL TERMS AGREEMENT FOR DOMESTIC AIRPORT SERVICES

between

PRIMEFLIGHT AVIATION SERVICES, INC.

and

JETBLUE AIRWAYS CORPORATION

THIS General Terms Agreement for Domestic Airport Services ("Agreement") is made and entered into as of March 16, 2016 ("Effective Date") by and between PRIMEFLIGHT AVIATION SERVICES, INC. with its primary place of business at 7135 Charlotte Pike, Suite 100, Nashville, Tennessee 37209 ("Business Partner") and JETBLUE AIRWAYS CORPORATION with its primary place of business at 27-01 Queens Plaza North, Long Island City, New York 11101 ("JetBlue"), either or both of which may be hereinafter referred to as a "Party" or the "Parties".

WITNESSETH:

The Parties have previously entered into a General Terms Agreement for Services dated August 29, 2014, as amended and supplemented by Amendment #1 dated March 15, 2015 (collectively, the "Previous Contract") whereby Business Partner agreed to provide Services to JetBlue on the terms and conditions contained therein;

JetBlue and Business Partner desire to terminate the Previous Contract between the Parties in its entirety and replace the same with this Agreement; and

The parties therefore agree as follows:

ARTICLE 1 – Definitions

- 1.1 The following definitions shall apply to the terms contained herein, unless another meaning shall be indicated by the context in the Agreement:

"AOSSP" shall mean the JetBlue Aircraft Operator Standard Security Program provided by JetBlue (i.e., the manual approved by the Transportation Security Administration pursuant to 49 CFR 1544.101-105, as such manual may be amended from time to time).

"Confidential Information" shall mean any and all technical and non-technical information provided by either Party to the other, including but not limited to (a) patent and patent applications, (b) trade secret, (c) proprietary information of all types, including

but not limited to business methods, techniques, sketches, inventions, processes, manuals, equipment, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, development, design details and specifications, financial information, procurement requirements, purchasing, manufacturing, customer/passenger lists, customer/passenger data, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Disclosing Party (as such term is defined below) provides regarding third parties, and (d) the terms and conditions of this Agreement.

“Services” shall mean the services provided by Business Partner to JetBlue as further described in the attached SOW of this Agreement.

- 1.2 Those terms contained in this Agreement not defined above shall have the meanings given to them in this Agreement.
- 1.3 Any reference to days herein shall mean calendar days unless otherwise specified herein.
- 1.4 Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) any Statement of Work (“SOW”); (2) this Agreement.

ARTICLE 2 – Term

- 2.1 This Agreement shall become effective as of the Effective Date and continue for the longer of three (3) year(s) or until the end of any existing SOW term (the “Initial Term”), unless terminated earlier in accordance with the terms of this Agreement.
- 2.2 Following the Initial Term, this Agreement shall automatically renew for successive one (1) month period(s), (each a “Renewal Term,” and, collectively with the Initial Term, the “Term”) unless terminated in accordance with the terms of this Agreement.
- 2.3 Each SOW attached to this Agreement shall have its own term and become effective and terminate as of the dates set forth in such SOW, unless this Agreement is earlier terminated in accordance with the terms herein.

ARTICLE 3 – Services

- 3.1 Business Partner agrees to provide the Services as described specifically in an attached SOW.

- 3.2 JetBlue is not required to purchase a minimum amount of Services from Business Partner.
- 3.3 If JetBlue discontinues or suspends its operations at any of the Airports in an attached SOW, JetBlue may discontinue service at the Airport by giving Business Partner at least thirty (30) days prior written notice.
- 3.4 If JetBlue resumes its operations at such Airport, Business Partner shall resume providing Services at that airport within thirty (30) days of receipt of written notice by JetBlue.

ARTICLE 4 – Changes to the Services

- 4.1 At no additional cost to JetBlue, Business Partner shall comply with any non-material change request to the Services made by JetBlue within five (5) days of receipt of written request.
- 4.2 In the event that Business Partner realizes a cost reduction, as a result of a change request by JetBlue, Business Partner agrees to reduce JetBlue's prices hereunder accordingly by notifying JetBlue in writing of such reduction in the cost. Such price reduction will be documented in writing amendment to the corresponding SOW.

ARTICLE 5 – Consideration and Invoices

- 5.1 JetBlue shall pay to Business Partner the amounts due ("Charges") as set forth in a SOW. Charges for services do not include airport fees and applicable sales tax which Business Partner shall invoice such fees as separate line items to be paid by JetBlue.
- 5.2 Unless otherwise specified in the relevant SOW, Business Partner shall submit invoices to JetBlue for the Services on a monthly basis via JetBlue's E-Invoicing system.
- 5.3 Where applicable, all invoices shall specify:
 - 5.3.1 Business Partner's invoice number, date, and remit to address;
 - 5.3.2 the payment terms, including total Charges;
 - 5.3.3 the day by day baggage/passenger numbers by category/fee;
 - 5.3.4 the total number of staff and hours worked per Service type;
 - 5.3.5 the total number of staff and hours per worker type for each day; and
 - 5.3.6 the worker type for the applicable hours in the billing period, if any
- 5.4 JetBlue agrees to pay Business Partner for any undisputed Charges within forty-five (45) business days of receipt of Business Partner's invoice and/or Purchase Order line items.

- 5.5 Charges shall be in U.S. Dollars unless otherwise specified in the individual SOW.
- 5.6 In the event of any change in Federal, State, or Municipal legislation, regulation, administrative ruling or collective bargaining contract affecting any change in work hours, pay rates, working conditions, taxes, health insurance, benefits, etc. Business Partner will provide written evidence of such direct wage difference to JetBlue. Once such evidence has been provided to JetBlue, the Parties may consider adjusting the above prices by the difference between the agreed upon labor rate and the state or federal mandated wage increases. Such adjustment, if any, will be documented in an amendment to this Agreement

ARTICLE 6 – Taxes, Fines, Penalties

- 6.1 Business Partner shall pay any customs, duties, taxes and fees, including any related fines or penalties, levied on either Party by authorities in the United States or any other governmental authority in any jurisdiction in connection with Business Partner's performance of the Services.

ARTICLE 7 – Business Partner Obligations

- 7.1 Business Partner agrees to provide the Services in accordance with approved JetBlue supplied data and instructions, JetBlue's General Procedures Manual, standard Federal Aviation Administration ("FAA"), approved industry practices, FAA-approved JetBlue requirements, and all applicable rules and regulations, including rules and regulations of the FAA, Transportation Security Administration ("TSA"), and the AOSSP.
- 7.2 Business Partner, at its sole cost and expense, shall at all times shall (i) secure and maintain at all times during the Term any and all applicable permits, authorizations, consents, approvals, licenses, tests and inspections required by JetBlue and any federal, state, city, county, regional and other governmental authorities having jurisdiction (including, but not limited to the applicable Airport authority, the FAA, and the TSA) (collectively, "Governmental Authorities") for the proper performance of the Services, and (ii) comply with all applicable federal, state and local (including airport) laws, executive orders, statutes, ordinances, rules, regulations, and orders of Governmental Authorities as are applicable to the performance of the Services (including but not limited to those related to environmental requirements, employee background and motor vehicle checks, drug and alcohol testing, and access to Security Identification Display Areas) (collectively, "Laws and Permits"). Without limiting the generality of the foregoing, Business Partner shall in particular be required to comply with the following:

- 7.2.1 (i) all applicable provisions of 49 CFR 15, 1520, 1540, 1542, 1544, 1548 and 1550; (ii) all applicable written airport policy statements regarding security; (iii) all applicable security directives and information circulars promulgated pursuant to 49 CFR 1542.303 and 1544.305; and (iv) those provisions of the AOSSP and of which JetBlue notifies Business Partner from time to time. Business Partner shall ensure and be able to demonstrate that it has conducted adequate background / criminal background investigations and finger printing of all its employees hired under applicable FAA and TSA regulations found at 49 CFR 1544.229 & 1542.209.
- 7.2.2 Business Partner shall not use or contract with any drug testing laboratory that is not certified by the Department of Health and Human Services (DHHS) pursuant to the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 Federal Register 11970; April 11, 1988 as amended by 59 Federal Register 29908; June 9, 1994). Business Partner shall provide to JetBlue a copy of Business Partner's certified drug testing and alcohol misuse prevention programs, together with evidence in form reasonably satisfactory to JetBlue that such programs have been approved by the FAA. JetBlue shall have the right at any time, upon not less than 24 hours prior oral or written notice to Business Partner, to review, inspect and audit Business Partner's testing, training and other records required to be kept under Business Partner's drug testing and alcohol misuse prevention programs.
- 7.2.3 Business Partner (and its agents, employees and other personnel engaged in activities performed on behalf of JetBlue) shall not discriminate on the basis of handicap, consistent with the Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and 14 CFR Section 382.9, and shall comply with directives issued by complaints resolution officials under 14 CFR Section 382.65.
- 7.2.4 Business Partner shall make and give all governmental or airport filings and notices with respect to the Services.
- 7.2.5 Business Partner will follow the JetBlue established protocols to conform to the requirements of the U.S. Customs and Border Protection program "Custom -- Trade Partnership Against Terrorism."
- 7.3 Business Partner shall, for a period of five (5) years after the termination of this Agreement, maintain records of the following documents and provide copies of which to JetBlue upon request from JetBlue: all training programs, workplace accidents and injuries, employee grievances, and employee disciplinary actions.

- 7.4 Business Partner shall perform the Services in strict compliance with JetBlue's standards governing, among other things, the Services and safety procedures in effect or as hereafter given in writing to Business Partner from time to time. Business Partner agrees, however, that such standards remain JetBlue's exclusive property and that the contents of such manual apply only to Business Partner's operations at the Airport.
- 7.5 Business Partner agrees to participate in JetBlue's Business Partner Oversight Program ("BPOP") and close or address all open findings/observations per the BPOP process. Failure to reasonably cooperate in the BPOP process, including any implementation of findings/observations and recommended practices, will result in Business Partner being responsible for reimbursing or indemnifying JetBlue against any fines, penalties, damages, or other costs associated with the open findings or observations.
- 7.6 Business Partner shall enforce (and, if applicable, cause its subcontractors to enforce) strict discipline and good order among its employees, to maintain and observe sound and harmonious labor practices, and to take all reasonable steps to avoid labor disputes (including but not limited to jurisdictional and other site-specific labor disputes) and work stoppages. If, at any time, any of the workers performing the Services shall be unable to work in harmony or shall interfere with any labor employed by JetBlue or any tenant of the area in which the Services are performed, Business Partner shall take such reasonable steps as shall be necessary to resolve such dispute including but not limited to the removal and replacement of employees or agents.
- 7.7 Should disputes arise, both Parties will proceed diligently with their performance under this Agreement. Business Partner will not have a right to suspend the Services or to refuse to comply with any order or direction of JetBlue while the dispute is ongoing. Any such suspension or refusal will be a material breach of this Agreement. The parties acknowledge that this provision will not operate to require payment by JetBlue of Charges that are disputed.
- 7.8 Business Partner shall not cause damage to any of JetBlue's aircraft, or any other property which JetBlue owns or leases.

ARTICLE 8 – Training

- 8.1 Business Partner will send employees to JetBlue University ("JBU") for "Train the Trainer" training ("Business Partner Trainers").
- 8.2 The Business Partner Trainers must complete the training in order to be qualified to give training to Business Partner employees to perform the Services.

8.3 Each Business Partner Trainer that has been qualified by JetBlue shall be responsible for completing recurrent training (as well as any ad hoc or one-time-release training modules) in the base month it is due.

8.3.1 JetBlue will receive a [redacted] service credit per day for each Business Partner trainer that is overdue as of the beginning of the 5th day of the month following the due date. Additional service credits of [redacted] per day will be added at the thirty (30) day mark, and an additional service credit of [redacted] per day will be added at the sixty (60) day mark, per trainer.

8.3.2 Any Business Partner Trainer that is in violation of receiving training in excess of the sixty (60) day mark past the due date, in addition to the total service credit already accrued, shall also be removed as a Business Partner Trainer and will no longer be eligible to be a trainer for JetBlue in the future (modifiable at the sole discretion of JetBlue). Any cost to add a new trainer due to the reason in Article 8.3.1 above will be at the Business Partner's sole expense following these guidelines:

8.4 Business Partner shall cover the cost (including any per diem, transportation and accommodations costs) of sending a JBU Instructor to the Business Partner location at a flat rate of [redacted] per session for one (1) day, and [redacted] per session for two (2) days for each train-the-trainer session. If more than two (2) sessions are required throughout any one calendar year, the cost of each additional session shall be at a flat rate of [redacted] per session for one (1) day, and [redacted] per session for two (2) days.

8.5 Alternatively, at the sole discretion of JetBlue, the training session can be offered at a designated company location other than the city of the Business Partner. In this case, the Business Partner shall be responsible for covering all expenses and wages of their trainers, but not responsible for any JetBlue expenses or wages.

8.6 Initial Training: Each Business Partner Trainer shall deliver the required JetBlue provided curriculum initial training to all Business Partner employees that actively work with JetBlue. This initial training must be completed prior to the employee performing any function on the behalf of JetBlue, including on or near our aircraft or equipment with JetBlue customers or bags, or handling JetBlue Cargo or provisioning items.

8.6.1 For each Business Partner employee that is found to be working without all required initial training having been completed and documented on a CS-34 form, and that form having been delivered either electronically or in hard copy version

to local JetBlue leadership or designees, JetBlue will receive a service credit of _____ per employee per day that was not trained and worked on JetBlue's behalf.

8.7 Recurrent Training: Each Business Partner trainer shall deliver the JetBlue provided curriculum required recurrent training to all Business Partner employees that actively work with JetBlue, including on or near our aircraft or equipment, with JetBlue customers or bags, as well as JetBlue Cargo or provisioning items. This training shall be completed after the trainer completes the recurrent training, but no later than the last day of the month it was due.

8.7.1 For each Business Partner employee that is found to be working after the training due date without the training having been completed and documented on a CS-34 form, and that form having been delivered either electronically or in hard copy version to local JetBlue leadership or designees, JetBlue will receive a service credit of _____ per employee per day that was not trained and worked on JetBlue's behalf after the due date.

8.8 Ad-Hoc Training: Each Business Partner trainer shall deliver any JetBlue provided curriculum ad hoc or one-time-only releases to current Business Partner Employees in the month that is released. For clarity, these are training modules that are added to an initial training plan after a student completed their original initial training. This applies to all Business Partner employees that actively work with JetBlue, including on or near our aircraft or equipment, with JetBlue customers or bags, as well as JetBlue Cargo or provisioning items. This training must be done after the trainer completes their personal training on this module, but no later than the last day of the month it is due.

8.8.1 For each Business Partner employee that is found to be working after the due date without the training having been complete and documented on a CS-34 form, and that form having been delivered either electronically or in-hard copy version to local JetBlue leadership or designees, JetBlue will receive a service credit of _____ per employee per day that was not trained and worked on JetBlue's behalf after the due date.

8.9 Communication of all training modules due for initial, recurrent or ad hoc/one-time-releases will be updated on the JBU Portal, www.jetblueuniversity.com in the form of links to the current training plans for each Business Partner function. It is the responsibility of the Business Partner trainer to use these training plans to meet the requirements in this Agreement. Additionally, certain notifications will be comminuted via email as well. It is the responsibility of the trainer to keep JetBlue apprised of any

changes to its email address by emailing JBUCustomerService@jetblue.com with the change.

8.9.1 Failure to update this vital contact information shall lead to a service credit of for any communication missed that leads to audit finding by a government agency or by an internal JetBlue audit. For example, new versions of the CS-34 form released, new training events added to training plans, overdue training warnings, etc.

ARTICLE 9 – Personnel and Equipment

- 9.1 Except as expressly set forth herein, Business Partner shall, at its sole cost and expense, furnish all labor, supervision, equipment, facilities, materials and supplies, and other requisites necessary for the proper performance of the Services at each Airport. The parties acknowledge that JetBlue's flight activity may increase or decrease over the duration of the Term, and that it will be the responsibility of Business Partner to maintain appropriate levels of personnel and equipment to perform the Services in strict accordance with this Agreement, regardless of any such change in activity.
- 9.2 Business Partner shall ensure that it staffs an adequate number of employees unless a minimum amount of employees required is stated in an attached SOW.
- 9.3 The employees of Business Partner engaged in performing Services hereunder will be considered employees of Business Partner for all purposes and will under no circumstances be deemed to be employees of JetBlue. Without limiting the generality of the foregoing, Business Partner shall be solely responsible for supervision of such employees, and for payment of any and all taxes, contributions, and other payments for unemployment compensation and/or pension benefits, worker's compensation, employers liability insurance, annuities, and other such remuneration as may now or hereafter be imposed upon employers by Governmental Authorities with respect to such employees.
- 9.4 Business Partner shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation. Business Partner shall undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Business Partner shall otherwise comply in all respects with all applicable Laws and Permits pertaining to affirmative action and equal employment opportunity, as well as any applicable Laws and Permits with respect to use of local, minority, and/or women owned business enterprises in the performance of the Services.

- 9.5 Business Partner will be responsible for the acquisition, maintenance, inventory, storage, and control of all equipment, materials, supplies, and any special equipment required to perform the Services, unless otherwise stated in a SOW.

ARTICLE 10 – Representations and Warranties

Business Partner represents and warrants as follows:

- 10.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation.
- 10.2 It has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.
- 10.3 It has obtained or shall timely obtain all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable federal, state or local laws and under all applicable rules and regulations of all authorities having jurisdiction over the Services, except to the extent the failure to obtain any such license, authorizations, approvals, consents or permits is, in the aggregate, immaterial and shall maintain all current and in full force and effect at all times during the performance of such work or services.
- 10.4 This Agreement has been duly executed and delivered by such Party and is a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- 10.5 Business Partner shall provide copies of all Registrations or any of them to JetBlue promptly after request therefore, and shall keep copies of such Registrations on-site where such work or services are performed, to the extent required by applicable law.
- 10.6 Business Partner shall, and shall cause its employees, agents, representatives and subcontractors to, perform all such work or services in compliance with all applicable Federal, state and local ordinances, laws, rules, regulations and codes.
- 10.7 Business Partner shall, and shall cause its employees, agents, representatives and subcontractors to, perform all such work or Services in accordance with all rules, guidelines, policies and procedures established by JetBlue from time to time (collectively, “JetBlue Policies”), provided Business Partner is notified thereof.

- 10.8 Business Partner shall, and shall cause its employees, agents, representatives and subcontractors to, perform all such work or services in a safe, professional and workmanlike manner by competent personnel under qualified supervision.
- 10.9 Business Partner shall provide its employees, agents, representatives and subcontractors with all necessary initial and recurrent training, including familiarization with JetBlue Policies.
- 10.10 Business Partner shall comply with all applicable laws and regulations of any public body having jurisdiction for such matters which include, but are not limited to, health and safety, environmental protection, safety of persons or property or protection of persons or property from damage, injury or loss. It shall be the duty and responsibility of Business Partner to comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("Act") and to enforce and comply with all provisions of the Act, including by providing all necessary training to its employees, and maintaining documentation of all training, as required by the Act.
- 10.11 Business Partner represents that the terms of this Agreement will be as favorable as the terms of similar agreements entered into by Business Partner with any other customer similarly situated. While protecting the confidentiality of other customers, JetBlue will have the right to review the terms and substance of other agreements that might be considered more favorable. If both Parties agree that a more favorable agreement exists between Business Partner and another party, then the Parties will agree to modify the terms and conditions of this Agreement so as to ensure that JetBlue maintains the most favorable terms.

ARTICLE 11 – Assurance of Services, Service Level Agreement

- 11.1 In the event of a strike, work stoppage, cessation of business in whole or in part, or labor unrest that curtails or stops Business Partner's ability to provide the Services, Business Partner shall use its best efforts to reallocate, redirect, reassign, or transfer work and / or equipment from unaffected Business Partner operations and/or sources to ensure the uninterrupted provision of Services at no extra cost to JetBlue.
- 11.2 If JetBlue is required to obtain the Services from another source as a result of Business Partner's failure to reallocate, redirect, reassign, or transfer work and / or equipment from unaffected operations and/or sources pursuant to Article 11.1 above, Business Partner shall be responsible and reimburse JetBlue for any increased price differential between the price which JetBlue obtains from such other source and the prices listed in the relevant SOW of this Agreement.

- 11.3 If JetBlue, in good faith, believes or has reason to believe that Business Partner has or is about to violate the terms of this Agreement by failing to provide the Services, and JetBlue is required to purchase substitute Services, then JetBlue may recover the difference in cost between the original Services in this Agreement and the price to cover the substitute Services. Business Partner shall make payment to JetBlue for the cost of cover within forty-five (45) days after receiving written notice of the cost of cover from JetBlue.
- 11.4 Business Partner will meet certain levels of performance, known as "Service Level Agreements" as set forth in each SOW. JetBlue reserves the right to amend the Service Level Agreements from time to time by giving Business Partner at least thirty (30) days prior written notice of any change.

ARTICLE 12 – Termination Rights

- 12.1 JetBlue shall have the right to terminate this Agreement if Business Partner breaches this Agreement and the breach is not cured within five (5) calendar days after written notice of such breach from JetBlue.
- 12.2 JetBlue shall have the right to terminate this Agreement, with or without cause, upon giving thirty (30) days prior written notice to Business Partner.
- 12.3 JetBlue shall have the right to terminate any individual SOW attached to this Agreement, upon giving Business Partner at least thirty (30) days prior written notice. Such termination of a single SOW shall not increase any Charges in this Agreement or other attached SOW's.
- 12.4 JetBlue shall have a right to immediately terminate this Agreement if Business Partner is notified and put onto a formal corrective action plan, and after adhering to the corrective action plan, is found to be non-compliant at any time within six (6) months after the end of the corrective action plan.
- 12.5 JetBlue is entitled to immediately terminate this Agreement upon written notice to Business Partner if:
- 12.5.1 Business Partner makes a general assignment for the benefit of its creditors or admit in writing its inability to meet its debts as they mature;
 - 12.5.2 Business Partner files a petition in bankruptcy or commences voluntary dissolution;

- 12.5.3 Business Partner files a proceeding, petition or answer seeking or consenting to its organization or the readjustment of its indebtedness under any present or future federal bankruptcy law or other federal, foreign or state law of similar nature, or the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 12.5.4 In the event, under circumstances not covered by the foregoing provisions, a judgment, decree or order shall be entered by a court of competent jurisdiction determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding up or any similar relief under any present or future federal, foreign or state law of similar nature have been instituted against Business Partner or JetBlue, as the case may be, or appointing a receiver, trustee or liquidator of all or substantially all of its property, and such judgment decree or order shall remain unstayed and in effect for sixty (60) days, then this Agreement may be terminated by the other party immediately upon written notice to the party so affected;
- 12.5.5 Business Partner decides to discontinue all or part of its business activities;
- 12.5.6 Business Partner is no longer in possession of, or in good standing under, the permits, certificates and governmental approvals required to run its business; or
- 12.5.7 Business Partner allows the required insurance to lapse.

ARTICLE 13 – Inspection and Audit

- 13.1 Business Partner's books, records and manuals shall be available for inspection by JetBlue or its designated representative(s) at all reasonable times in order for JetBlue to assure Business Partner's compliance with the procedures, practices, obligations and requirements of this Agreement.
- 13.2 In order to verify statements issued by Business Partner and its compliance with the terms of this Agreement, including any SOW(s) and SLAs, JetBlue will have the right to have its auditors or inspection team ("Auditors") conduct an audit of the relevant books, records and manuals of Business Partner and Business Partner agrees to provide the Auditors access to the relevant records and facilities. Any audit or inspection shall be conducted during regular business hours at Business Partner's facilities, with at least ten (10) business days' prior written notice, or as otherwise agreed upon by the Parties, and

shall be conducted so as not to interfere with Business Partner's normal business activities.

13.3 Business Partner agrees that JetBlue may conduct site inspections of Business Partner's facilities, observations of the performance of the Services, compliance with regulations, industry standards (e.g., ICAO, ISAGO, IOSA), industry practices, training records, safety audits, and other similar procedures as it may reasonably determine to be necessary to confirm that the Services are being performed in accordance with the terms of this Agreement (in each case, a "Quality Assurance Inspection"), provided that any such procedures shall be conducted in Business Partner's presence, during normal business hours, and in a manner that does not unreasonably interfere with the performance by Business Partner of the Services.

13.3.1 In the event that, as a result of a Quality Assurance Inspection, JetBlue determines in its reasonable discretion that Business Partner is not providing the Services in accordance with the requirements of this Agreement (a "QA Failure"), Business Partner shall remedy such QA Failure within a reasonable period of time as may be specified by JetBlue.

13.3.2 JetBlue shall have the right to terminate this Agreement for default upon ten (10) days' written notice to Business Partner if (i) Business Partner fails to remedy a QA Failure within the specified time period, or (ii) multiple QA Failures arise. Business Partner will be held responsible for and shall indemnify JetBlue against any financial loss, cost of cover for Services, penalties, fines assessed to JetBlue as a result of Business Partner's failure.

13.4 Any financial audit shall be conducted by an independent certified public accountant selected by JetBlue and approved by Business Partner, such approval not to be unreasonably withheld.

13.5 JetBlue is entitled to receive the final written report from the selected auditor. Copies of all notes and work product of the selected auditor will remain confidential and will be provided to Business Partner within thirty (30) days after the final audit is completed. Prompt adjustment shall be made to compensate for any errors or omissions disclosed by such audit. Any such audit shall be paid for by JetBlue, unless discrepancies are disclosed that amount to five percent (5%) or more of the items audited compared to what was agreed upon by this Agreement. If such discrepancies are disclosed, Business Partner shall pay the costs associated with the audit.

13.6 Business Partner shall cooperate with the JetBlue audit teams when scheduling and performing audits. Upon completion of audit and within two weeks following; Business

Partner will work with JetBlue's audit team to identify root cause(s) and corrective action plan. Upon agreement, Business Partner will execute corrective action plan within agreed timeframe.

ARTICLE 14 – Force Majeure

- 14.1 Neither JetBlue nor Business Partner shall be liable to the other for default or damages resulting from any failure to perform the Services or any other obligations to each other under the Agreement (other than Business Partner's obligations under this Agreement) to the extent such failure is caused by, or due to, events beyond the reasonable control of the Party invoking the provision such as, but not limited to, acts of God, acts of war (whether declared or undeclared), riot, rebellion, sabotage, weather, fire, flood, drought, earthquake, windstorm, explosion, embargo, court orders, or any other similar causes, and not due to the fault or negligence of the Party claiming relief hereunder. However, if a party is unable to perform its obligations under the Agreement for a period exceeding 30 days then the other Party shall be entitled to terminate this Agreement forthwith by giving written notice to the other party.

ARTICLE 15 – Confidentiality; Publicity

- 15.1 Each Party agrees that at all times it will hold in confidence and not disclose to any third party Confidential Information of the other, except as approved in advance in writing by the other Party to this Agreement, and will use the Confidential Information for no purpose other than performing its obligations under this Agreement. Each party shall permit access to Confidential Information of the other party only to those of its employees or authorized representatives having a need to know and who have agreed to the terms of this Agreement. Each Party shall take such action as shall be necessary or appropriate to preserve and protect the Confidential Information of the other Party, and in any event using means not less protective than those used to protect its own Confidential Information but no less than a reasonable degree of care. Confidential Information shall not be reproduced or stored in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other Party by either Party shall remain the property of the Party disclosing Confidential Information (the "Disclosing Party") and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other Party. Notwithstanding the above, a Party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this Article 15.1 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information.

- 15.2 Each Party's obligations under this Agreement with respect to any portion of the other Party's Confidential Information shall terminate when the Recipient can document that: (a) it has entered the public domain through no fault of the Recipient, (b) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the other Party, (c) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other Party, or (d) it was developed by Recipient independently of and without reference to any information communicated to the Recipient by the other Party.
- 15.3 Business Partner agrees not to use JetBlue's trademark, tradename, service mark and domain name, and any visual representations thereof, including logos, designs, symbols, word marks, images, colors and color combinations, trade dress and characters, and any other publicity rights or indicia of ownership owned or used by JetBlue (collectively, the "Marks") without first obtaining JetBlue's prior written consent (which may be withheld in JetBlue's sole discretion). The Marks may not be used in connection with any advertising, promotion, publicity of other printed or electronic material without the prior written consent of JetBlue. Any unauthorized use of the Marks shall constitute a material breach of this Agreement and an infringement of JetBlue's rights in and to the Marks.
- 15.4 Business Partner covenants and agrees that except as provided by the provisions of any law, order, rule or regulation the Business Partner shall not publicly disclose or describe its relationship with JetBlue or this Agreement.

ARTICLE 16 – Proprietary Rights

- 16.1 JetBlue shall retain the proprietary right to any documents, procedures or methods that it develops and provides to Business Partner. These documents, procedures or methods are not to be provided to any third party by Business Partner without the specific prior written approval of JetBlue.
- 16.2 Similarly, Business Partner shall retain the proprietary right to any documents, procedures or methods that it develops and provides to JetBlue. These documents, procedures or methods are not to be provided to any third party by JetBlue without the specific prior written approval of Business Partner.

ARTICLE 17 – Notices

- 17.1 Any notice, consent or other communications required or permitted under this Agreement shall be in writing and delivered by personal delivery, certified mail, return receipt requested or by a recognized overnight courier, addressed as follows:

Business Partner Notices shall be addressed as follows:

Primeflight Aviation Services, Inc.
7135 Charlotte Pike
Suite 100
Nashville, TN 37209
Tel: (615) 312-7856
Fax: (615) 399-1438
Attn: contracts@smsholdings.com

JetBlue Notices shall be addressed as follows:

JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, NY 11101
Tel: (718) 286-7900
Attn: Manager Contracts
Attn: Director Strategic Sourcing
Attn: General Counsel
Attn: VP of Airports Experience

or to such other address as either Party may designate as its new address for such purpose by notice given to the others in accordance with the provisions of this Article 17.

ARTICLE 18 – Insurance

- 18.1 Business Partner shall obtain and maintain at all times the following insurance coverage from companies acceptable to JetBlue: (a) Commercial General Liability (including Premises, Products and Completed Operations, Hangarkeepers, Personal/Advertising Injury, and Contractual coverages) for bodily injury, including personal injury, and property damage, (b) Automobile Liability for owned, non-owned and hired vehicles and trailers, (c) Employer's Liability, and (d) Workers' Compensation, with the coverages and limits of liability not less than shown below.

Commercial General Liability:

Premises:

Products & Completed Operations:

Hangarkeepers:
Personal/Advertising Injury:
Contractual:
Automobile Liability:
Employer's Liability:
Workers' Compensation

- 18.2 With respect to the Commercial General and Automobile Liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by JetBlue, (b) name JetBlue, its directors, officers, employees and agents as additional insureds, (c) contain a waiver of subrogation in favor of the additional insured, (d) provide that Business Partner is solely responsible for the payment of all premiums, deductibles, self-insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide JetBlue with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Business Partner relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision.
- 18.3 With respect to the Employer's Liability and Workers' Compensation insurance, each policy shall (a) provide that Business Partner is solely responsible for the payment of all premiums thereunder, (b) include a severability of interest clause, (c) contain a waiver of subrogation in favor of JetBlue, and (d) contain a provision requiring the insurer(s) to provide JetBlue with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance.
- 18.4 Not less than ten (10) days prior to Business Partner first performing the Services hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Business Partner shall furnish to JetBlue certificates evidencing that Business Partner has the insurance required hereby. All insurance required to be carried by Business Partner hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the applicable jurisdictions and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

ARTICLE 19— Indemnification

- 19.1 Business Partner shall defend, indemnify and hold harmless JetBlue, its directors, officers, employees and agents, from and against any and all losses, damages, claims,

liabilities, demands, costs and expenses (including reasonable attorneys' fees and expenses), brought by any party, including Business Partner's employees, which arise out of or result from (i) the provision of the Services by Business Partner hereunder, (ii) any act or omission of Business Partner, its agents, employees or subcontractors (including without limitation any civil or criminal penalties and/or charges imposed by any governmental authority and/or judicial body for noncompliance with applicable law), (iii) Business Partner's performance of its other obligations under this Agreement, (iv) any personal injury (including death) that occurs due to the performance of Services under this Agreement; or (v) any breach or default by Business Partner of its obligations under this Agreement, except to the extent arising out of or resulting from the gross negligence or willful misconduct of JetBlue.

ARTICLE 20 – Limitation of Liability

20.1 EXCEPT WITH RESPECT TO A PARTY'S DUTY TO INDEMNIFY OR ANY CLAIMS COVERED BY THE INSURANCE OBLIGATIONS CONTAINED HEREIN, NEITHER PARTY SHALL HAVE ANY LIABILITY HEREUNDER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH.

ARTICLE 21 – Subcontracting

21.1 Business Partner shall not subcontract for any of the Services without the prior written consent of JetBlue. If JetBlue agrees to allow Business Partner to delegate any of the Services to subcontractors, Business Partner shall remain liable for such Services and shall be responsible for any subcontractor's performance thereof.

ARTICLE 22– Miscellaneous

22.1 Any additions, deletions or modifications of the provisions of this Agreement shall not be binding on either Party unless accepted and approved in writing by duly authorized representatives of both Parties in an amendment to this Agreement.

22.2 This Agreement constitutes the entire agreement between the Parties relating to all matters addressed herein, and revokes and supersedes any and all prior existing agreements, representations and understandings (written, oral, or otherwise) relating to the subject matter hereof, such prior existing agreements, representations and understandings being merged into this Agreement.

- 22.3 If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 22.4 This Agreement and any dispute arising out of or related to this Agreement or the subject matter hereof (whether sounding in contract, tort or otherwise) shall be governed by the laws of the State of New York, without regard to the conflict of law provisions thereof. Each party hereto submits to the exclusive jurisdiction of the state and federal courts of New York, NY for the purposes of all legal proceedings arising out of or relating to this Agreement or the subject matter hereof (whether such proceedings sound in contract, tort or otherwise).
- 22.5 The relationship between JetBlue and Business Partner is that of independent contractors and not agents, employees, partners, joint venturers, or any other cooperative business arrangement and neither party shall have the power or authority to obligate or bind the other party in any manner whatsoever.
- 22.6 Notwithstanding the termination or expiration of this Agreement for any reason, the provision of Paragraphs 10, 12, 15, 16, 17, 18, 19, 20, 21 and 22 of this Agreement shall survive such termination or expiration indefinitely. In addition, the terms and conditions of this Agreement which expressly or by their nature are to survive the termination or expiration of this Agreement shall so survive.
- 22.7 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto. It shall not be voluntarily assigned in whole or in part by either Party without the prior written consent of the other Party.
- 22.8 If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in this Agreement, such failure will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- 22.9 This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This Agreement and written amendments hereto, may be executed by facsimile or by email delivery.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the signature of their duly authorized officials as affixed below as of the date first written above.

JETBLUE AIRWAYS CORPORATION

By: 
Name: Ian Deason
Title: VP Airports Experience
Date: MARCH 22, 2016

PRIMEFLIGHT AVIATION SERVICES, INC.

By: 
Name: Hiram Cox
Title: Sec/Treas
Date: MARCH 18, 2016

Statement of Work No. 2

LaGuardia International Airport ("LGA")

1. **AIRPORT:** LaGuardia International Airport, New York
2. **COMMENCEMENT DATE OF SERVICES:** May 8, 2016
3. **EXPIRATION DATE OF SERVICES:** May 7, 2019
4. **INVOICE ADDRESS:**
JetBlue Airways Corporation
LaGuardia International Airport
Central Terminal Room# 3795
Flushing, NY 11371
Attn: Station Manager

The subject line in the format as follows:
Service Provided-City-Company Name-Month Year-Invoice
Example: Skycap-BUR-Primeflight-January 2014-Invoice

5. Term

This Agreement shall become effective as it relates to LGA as of the date listed above in Paragraph 2, and shall remain in effect until the date listed in Paragraph 3 ("Term"). This Agreement shall automatically renew for successive one (1) month period(s) until terminated in accordance with the terms of this Agreement.

6. Description of Services

This Agreement includes the following services to be performed at LGA ("Services"):

Skycap Services

1. Business Partner shall provide curbside baggage checking service for JetBlue customers. Business Partner shall do all of the following when performing the services:
 - 1.1. Identify JetBlue customers prior to entering a terminal at LGA
 - 1.2. Remove luggage from vehicles should customers request assistance
 - 1.3. Utilize of JetBlue's Sabre System ("Sabre") to:
 - 1.3.1. Login to JetBlue's system as a Business Partner employee using a unique individual login;
 - 1.3.2. Compare customer government issued identification cards and JetBlue boarding passes to ensure that the name on the boarding pass matches the identification card;
 - 1.3.3. Check seat availability and issue seat assignments, boarding passes, and claim checks to customers;

- 1.3.4. Process any baggage fees collected;
- 1.3.5. Enter the itemized fees and form of payment for every transaction;
- 1.3.6. Ensure that all credit card transactions are conducted "live." Business Partner shall ensure that the card must be swiped, approved, and compared to the customer's ID at the time of the transaction.
- 1.4. Identify and tag all customer bags upon receipt of bag by Customer.
 - 1.4.1. Identify any customers who have previously paid for their bag(s); confirm the amount paid is the correct amount according to JetBlue policy; and charge any additional fees that may be required.
- 1.5. Issue itemized receipt for each collection of fees and give to customer;
- 1.6. All checked baggage to be counted and weighed, with appropriate fees, if any, to be charged to customer(s)
- 1.7. All Baggage, including oversized baggage if applicable, shall be picked up at the ticket counter and shall be dropped off at the appropriate location to be transported to the bag room.
- 1.8. Immediately communicate any wheelchair needs to JetBlue wheelchair business partners service dispatchers;
2. Business Partner shall audit each individual Business Partner employee for a detailed report of all baggage checked for each shift against the baggage fee collections;
 - 5.2. Business Partner shall ensure that all employees are professionally dressed and neatly groomed and shall display the insignia or logo of Business Partner.
3. Business Partner and its employees shall at all times be trained in and have in place JetBlue's local secondary or "backup" process(es), if any, to be immediately implemented should a system malfunction occur, so as to not delay the checkin process or inconvenience any customers, while at the same time performing the Services as set forth in this Agreement.
4. Business Partner shall not do any of the following when performing the Services:
 - 4.1. Charge miscellaneous or incorrect fees;
 - 4.2. Cancel any issued bag tags without approval of a Business Partner supervisor;
 - 4.3. Issue cash refunds without approval of a Business Partner supervisor and an authorization from a JetBlue supervisor or manager;
 - 4.4. Accept cash for any transaction;
 - 4.5. Issue or utilize any carbon copies of credit cards to be billed at a later point
5. If any of Business Partner's employees are found to be collecting any revenues outside of the system, the individual employee will be requested to be removed from JetBlue's baggage checking services.
6. Business Partner shall be responsible for any shortages in baggage fee collection and shall pay to JetBlue any discrepancies in accordance with the payment terms of this Agreement.

Wheelchair Services

1. Business Partner shall provide wheelchair services for JetBlue customers. Business Partner shall do all of the following when performing the services:
 - 1.1. Assist JetBlue customers, whether directed by JetBlue or JetBlue's customer, with wheelchair customers who are:
 - 1.1.1. Identified by JetBlue's Sabre system under their corresponding passenger name record ("PNR") as requiring wheelchair assistance;

- 1.1.2. Walk-Up customers requiring wheelchair services;
- 1.1.3. Planned and unplanned customers requiring transport by wheelchair within LGA;
- 1.1.4. Disabled and require making a flight connection;
- 1.1.5. Require wheelchair transport between gates.
- 1.2. Dispatching Business Partner employees to perform Services,
- 1.3. Coordinating pickups, drop-offs, transfers between JetBlue gates or Airport terminals which will include transferring customers between JetBlue and another airline, and transferring from Business Partner to a different airline's wheelchair business partner.
- 1.4. Staff the proper number of wheelchair employees to perform the Services.
- 1.5. Check on customers who are waiting to board a flight or waiting for ground transportation at least one (1) time every thirty (30) minutes.
- 1.6. Provide any reasonable additional assistance to JetBlue customers, including but not limited to, restroom visits and concession visits.
- 1.7. Transport customers in wheelchairs, or with other disabilities which require assistance, to their final terminal or gate of departure and must "hand off" the customers to personnel of the connecting carrier and ensure that the customers are recognized as needing special assistance.
- 1.8. Assist such customers with luggage to their vehicles, taxi stands, parking shuttle stations, airport transportation areas, and/or rental car stations if needed.
- 1.9. Be professionally dressed and neatly groomed and shall display the insignia or logo of Business Partner.
- 1.10. Business Partner shall provide electronic tracking of all JetBlue wheelchairs at all times.
- 1.11. Business Partner shall track all customer wait times and complaints
2. Business Partner, at its own expense and cost, shall implement and use appropriate processes, whether by technology or other means, to interface with JetBlue's system(s).
 - 2.1. Business Partner shall use this technology in order to prepare for and meet inbound flights with the appropriate amount of wheelchairs and agents to accommodate such flights' wheelchair requests for inbound customers.
 - 2.2. JetBlue has the right to review this technology and process and approve it.
 - 2.3. JetBlue requires Business Partner to have this and provide services with it.
3. Business Partner shall ensure that its employees do not do any of the following:
 - 3.1. Leave any customer at a gate until customer is onboard aircraft unless otherwise directed by JetBlue's General Manager at LGA;
 - 3.2. Push more than one (1) wheelchair at a time, unless otherwise directed by JetBlue;
 - 3.3. Appear to be on cell phones for personal use;
 - 3.4. Sleep or appear to be sleeping in any customer facing area of the LGA;
 - 3.5. Log-in for their shift and be on the clock when the employee is not located at LGA.
4. Wheelchair Data Reporting.
 - 4.1. Business Partner shall provide a daily, weekly, and monthly accounting of all data pertaining to Wheelchair Services in a JetBlue approved format which shall include:
 - 4.1.1. Overtime of all employees;
 - 4.1.2. Offtime of all employees;
 - 4.1.3. Any customer complaints received by Business Partner;
 - 4.1.4. The number of hours worked by employees; and
 - 4.1.5. All customer names that Business Partner assisted in the given period.

- 4.2. JetBlue shall have access to Business Partner's Web system that tracks such information so that reports can be accessed, created, and/or pulled by JetBlue on demand.
 - 4.3. In the event of a discrepancy between the data of the Parties, at JetBlue's sole discretion, JetBlue's data regarding the services shall take precedence and Business Partner shall remit to JetBlue any additional fees that would have and/or should have been collected by Business Partner.
5. Business Partner shall provide the following equipment in order to perform the services:
- 5.1. Wheelchairs

Baggage Handling Services

1. Business Partner shall provide baggage transfer services for JetBlue customers. Business Partner shall do all of the following when performing the services:
 - 1.1. Manage JetBlue's customers' baggage transfers (both domestic and international) at LGA.
 - 1.2. Coordinate baggage movement by preparing and identifying bags needing transfer in the airport operation area of LGA;
 - 1.3. Assist placing customer luggage onto the baggage belts and into the baggage system from behind the check-in counter of LGA.
 - 1.4. Pick up baggage, including oversize bags, at the ticket counter and drop off at the designated location to be transported to the bag room.
2. Business Partner shall ensure that all employees are professionally dressed and neatly groomed and shall display the insignia or logo of Business Partner.

Security Line Services

1. Business Partner agrees to service and supply JetBlue with security line services at LGA. Such services include:
 - 1.1. Maintaining and upholding the integrity of the queue system at each checkpoint. This includes ensuring that those JetBlue customers who are allowed to make use of the expedited travel lanes are provided that service, communicating with the TSA on any JetBlue passenger issues within the security queue and ensuring sanctions are set up appropriately.
 - 1.2. Assisting JetBlue with the FAA carry-on compliance to the 1-1 allowance. This includes removing JetBlue passengers before they enter the queue and get turned away later which may result in D:00 delays. The Business Partner's agents will ensure that if any of JetBlue's customers are removed from the queue to have excess bags checked at the ticket counter are allowed back into the line from where the customer was removed.
 - 1.3. Assisting the TSA with JetBlue customers' movements between checkpoints when wait times exceed the desired limit. Business Partner agrees to cooperate with the TSA.

7. Payment Terms

The charges for all services ("Charges") payable by JetBlue to Business Partner are fixed for the Term of this SOW and are as follows:

Business Partner shall charge JetBlue a fixed rate of:

per turn.
Should be
TD

Business Partner shall invoice JetBlue in accordance with the terms of this Agreement. Charges for services do not include airport fees and applicable sales tax which Business Partner shall invoice such fees as separate line items to be paid by JetBlue.

Service Level Agreement

1. Business Partner acknowledges that JetBlue requires the Services on a timely basis, and that delays of even one (1) minute past the Scheduled Departure Time can cause substantial disruptions to JetBlue's business operations. As a result, the parties acknowledge and agree that delays in providing the Services will be carefully tracked at each Airport, and in the event of delays, JetBlue may become entitled to credits as set forth in this Service Level Agreement ("SLA") section.
2. DEFINITIONS.
 - 2.1. Actual Departure Time: The time at which a JetBlue aircraft releases the parking brake as tracked by ACARS.
 - 2.2. Delay: Any instance in which a flight's Actual Departure Time occurs after its Scheduled Departure Time as a result of Business Partner's failure to complete the Services in the timing set forth in the relevant SOW as required under this Agreement.
 - 2.3. Fleet Launch: Any flight or flights for which the aircraft has met JetBlue minimum scheduled ground time requirements and is the aircraft's first scheduled flight of the day departing at or prior to 10:00AM local time, as set in the scheduled routing.
 - 2.4. Scheduled Departure Time: The time of departure as determined by JetBlue's BlueEye System or other system as determined by JetBlue, or, in the case of a late inbound flight, the updated scheduled time as determined by JetBlue.
 - 2.5. Total Delays: The total number of Delays caused by Business Partner in a calendar month.
3. TRACKING DELAYS.
 - 3.1. Each Delay affecting a Fleet Launch shall be equal to two (2) Delays for purposes of calculating the Total Delays.
 - 3.2. Delays will be tracked on a per flight basis by JetBlue, recorded as such in JetBlue's "BlueEye" electronic flight information tracking system (or any other similar electronic system subsequently implemented by JetBlue) and reconciled monthly for accuracy by the designated personnel of both Business Partner and JetBlue at such Airport ("Designated Parties").

The Designated Party shall be as follows:

For JetBlue: General Manager at the Airport
For Business Partner: Primeflight Aviation Services, Inc.

4. MONTHLY DELAY RATIOS. Delays caused by Business Partner will be evaluated by JetBlue on a monthly basis. JetBlue will calculate a "Delay Ratio" for Business Partner's Services at each Airport. Such ratio shall be expressed as a percentage, equal to the total number of flights operated by JetBlue at the Airport, minus the Total Delays at the Airport, and then divided by the total number of flights operated by JetBlue at the Airport. For example, if JetBlue operated 1000 flights at an Airport in a given month, and there were four Delays, the Delay Ratio would equal 0.996, or 99.60% $((1000 - 4) / 1000)$.

5. WHEELCHAIR SERVICE FAILURES.

5.1. In the case of Wheelchair Services, Delays shall be evaluated and reconciled by JetBlue on a monthly basis by the Designated Parties.

5.2. "Wheelchair Related Delays" shall mean any instance in which JetBlue incurs a delay and the Business Partner fails:

5.2.1. To have the required number of employees with wheelchairs designated by JetBlue at a given gate prior to the arrival or departure of a flight;

5.2.2. To have the required number of employees on staff during any given time period; or

5.2.3. To have the proper amount of working wheelchairs available for use at any given period of time.

5.3. JetBlue will calculate a "Wheelchair Delay Ratio" for Business Partner's Wheelchair Delays at each Airport. The Wheelchair Delay Ratio will be equal to the total number of wheelchairs requested minus the total Wheelchair Related Delays, then divided by the total number of wheelchairs requested during any given calendar month.

5.4. In addition, due to the customer-facing nature of the Services that Business Partner is providing, Business Partner shall have been deemed to breach this service level agreement and shall owe certain credits to JetBlue if any of the following Wheelchair failures occur during any given calendar month:

5.4.1. Business Partner fails to submit to JetBlue certifications of quarterly training done for all employees. Business Partner shall owe JetBlue a quarterly amount equal to _____ of the previous calendar quarter's total invoice amount.

5.4.2. Business Partner fails to ensure that all employees on duty have the proper appearance, as described in the relevant SOW. Business Partner shall owe

JetBlue a credit of: per one (1) documented occurrence of improper appearance on a monthly basis.

- 5.4.3. For every one (1) verified complaint received by JetBlue from a JetBlue Customer specifically complaining about the Services, Business Partner shall owe JetBlue an amount of _____;
 - 5.4.4. For any one (1) unattended wheelchair of more than thirty (30) minutes, Business Partner shall owe JetBlue an amount of _____.
 - 5.4.5. For every one (1) day of reporting data that is not submitted to JetBlue by Business Partner, Business Partner shall owe JetBlue an amount of _____).
6. **MONTHLY DELAY CREDIT.** With respect to any month for which the Delay Ratio associated with a given Service is less than 100%, JetBlue will receive a service credit ("Credit") against any Charges owed to Business Partner for that Service. Such Credit shall be taken as a percentage reduction in the Charges due for Services in each month, as follows:

**DELAY CREDIT STRUCTURE
NON - FOCUS CITY DELAY CREDIT STRUCTURE**

Table 1

Credit	Delay Ratio Range
0%	_____
3%	_____
5%	_____
10%	_____

- 6.1. For example, if the Delay Ratio in a given month for non-focus city was 96.5%, and Charges otherwise due to Business Partner for Services rendered in such month totaled \$50,000, JetBlue would receive a Credit of 3% off such Charges, equal to \$1,500.
7. **CREDIT MEMO.** Payment against SLA Delay Credits shall be completed when Business Partner issues a credit memo to JetBlue via JetBlue's e-invoicing system, within ten (10) days of the end of each calendar month during the Term, in the amount of any Credits payable to JetBlue by Business Partner. In the event that Business Partner does not use the e-invoicing system, Business Partner shall email the credit memo to nonpo-payables@jetblue.com.
8. **QUARTERLY INCENTIVE BONUS.**
- 8.1. With respect to any calendar quarter for which the 3-month average Delay Ratio associated with a given Service is greater than _____ %, Business Partner will receive an incremental incentive bonus ("Incentive Bonus") in addition to the Charges otherwise due to Business Partner for that Service. Such Incentive Bonus shall be given as a percentage of actual amounts paid in the preceding quarter, as follows:

QUARTERLY INCENTIVE STRUCTURE

Table 2

Rebate	Delay Ratio Range
2%	

- 8.2. Any Incentive Bonus will only be awarded to Business Partner if Business Partner performs within the Delay Ratio Range set forth above. Any Incentive Bonus owed to Business Partner shall be determined on a quarterly basis based on an average of the Delay Ratio for the preceding three (3) months in the calendar quarter. JetBlue shall calculate any Incentive Bonus on a quarterly basis and give that calculation to Business Partner at the end of each calendar quarter.
9. INCENTIVE BONUS PAYMENT. Business Partner shall add a line item to the monthly invoice issued for any Incentive Bonus payable by JetBlue to Business Partner at the end of each calendar quarter. JetBlue shall pay the Incentive Bonus in accordance with the terms of this Agreement.

**SECOND AMENDMENT TO THE GENERAL TERMS AGREEMENT FOR DOMESTIC
AIRPORT SERVICES**

This Second Amendment to THE GENERAL TERMS AGREEMENT FOR DOMESTIC AIRPORT SERVICES (this "Amendment") is entered into as of November 11, 2016 by and between PRIMEFLIGHT AVIATION SERVICES, INC. ("Business Partner") and JETBLUE AIRWAYS CORPORATION ("Airline" or "JetBlue"). All capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless specifically set forth herein to the contrary.

WHEREAS, Business Partner and Airline are parties to that certain GENERAL TERMS AGREEMENT FOR DOMESTIC AIRPORT SERVICES, dated as of March 16, 2016, (the "Agreement") pursuant to which Business Partner provides Airport Services; and

WHEREAS, Business Partner and Airline now desire to amend the Agreement, to revise rates and add further defined commercial terms and conditions for LaGuardia International Airport ("LGA") and Newark Liberty International Airport ("EWR").

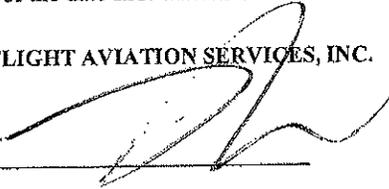
NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. Replacement of item 7 Payment Terms of Statement of Work No. 2 LaGuardia International Airport ("LGA"). Effective as of the date hereof, item 7 Payment Terms of Statement of Work No.2 of the Agreement is hereby deleted in its entirety and replaced with the revised version of Payment Terms attached hereto.
2. Replacement of item 7 Payment Terms of Statement of Work No. 3 Newark Liberty International Airport ("EWR"). Effective as of the date hereof, item 7 Payment Terms of Statement of Work No.3 of the Agreement is hereby deleted in its entirety and replaced with the revised version of Payment Terms attached hereto.
3. Reference to and Effect on the Agreement.
 - a. On and after the date hereof, each reference in the Agreement to (i) "this Agreement," "hereunder," "hereof," "herein" and words of like import, shall mean and be a reference to the Agreement as amended hereby.
 - b. Except as specifically amended and supplemented above, the Agreement shall remain in full force and effect and is hereby ratified and confirmed.
 - c. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Airline under any provision of the Agreement, or constitute a waiver by Airline of any provision of the Agreement.
 - d. From and after the date hereof, the Agreement, as amended hereby, shall be read as a single, integrated document incorporating the changes effected by this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Airline and Business Partner have caused this Amendment to be duly executed as of the date first written above.

PRIMEFLIGHT AVIATION SERVICES, INC. JETBLUE AIRWAYS CORPORATION

By:  _____

By: _____

Name: *HIRAM A. COX*
Title: *Secretary / Treasurer*
Date: *17 Nov 2016*

Name: Ian Deason
Title: VP Airports Experience
Date:

Payment Terms

LaGuardia International Airport ("LGA")

The charge for all services described within Statement of Work No. 2 ("Charges") shall be a per turn fee payable by JetBlue to Business Partner as reflected in the Charge Table below from the contract inception on May 8, 2016 and shall remain fixed through duration of the Term of this SOW unless both parties agree upon the changes in writing and the Agreement is amended with one of the following conditions:

1. Material change to the scope of Services and related service levels;
2. Logistical and physical layout of operational space is altered in a way that impacts the Business Partner's ability to operate;
3. Charges Table – Per Turn All Inclusive Fees

May 8, 2016 – May 7, 2019

EXHIBIT E-3

...

Hani Choucraallah

Manager, Air Canada Airport Contracts
Chef de Contrats, Air Canada Aéroports

Air Canada Centre
P.O. Box 14,080, Station Airport, ZIP 1246
Montreal, Québec, Canada H4Y 1H4

Centre Air Canada
C.P. 14,080, Succ. Aéroport, ZIP 1246
Montréal (Québec) Canada H4Y 1H4

December 15, 2009

Mrs Carol Doezema
PrimeFlight Aviation Services, INC.

Telephone: 615-850-0608

Re: Contract – Wheelchair Services
At LaGuardia Airport

Dear Carol,

Please find enclosed the fully executed copy of our Contract for the Wheelchair Services contract for LaGuardia Airport.

I would be pleased to answer any questions you may have and I can be contacted at (514) 422-2420.

Yours truly,

Hani Choucraallah
Manager Airport Contracts
Chef de contract, Aéroport
(514) 422-2420
Air Canada
hani.choucraallah@aircanada.ca

Encl.

**STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE
ANNEX B1.0 LOCATION(S), AGREED SERVICES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 1, 2008**

Between: **AIR CANADA**

Having its principal office at: Air Canada Centre 1246, P. O. Box 14000, Station Airport Dorval, (Quebec) H4Y 1H4, Canada (hereinafter referred to as "the Carrier")

And: **PRIMEFLIGHT AVIATION SERVICES, INC.**

Having its principal office at: 7135 Charlotte Pike, Suite 100, Nashville, TN USA 37209h (hereinafter referred to as "the Handling Company")

Effective from: May 13, 2009

This Annex B for the location(s): New York (LGA), N.Y.

is valid from: May 13, 2009

and replaces: Annex B1.0

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement of the SGHA of January 2008 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement.

PARAGRAPH 1. SCOPE OF WORK

1.1. Wheelchair Services

1.1.1 Handling Company shall provide wheelchair services in accordance with US Department of Transportation rule on Non-discrimination on the Basis of Disabled in Air Travel (14 CFR – Part 382 at the following rates:

Section 2.1.3 (a) (2)

Handling Company shall provide, trained and uniformed personnel, including supervision, for the purpose of providing Wheelchair services, hereinafter "services", to Carrier's passengers. Handling Company agrees to provide Wheelchairs, Bag Handler and Ticket queues.

1.1.2. For the services enumerated in subparagraph 1.1.1, the charges will be as follows: 

	Reg Rate	OT Rate	HOL Rate	Proration
Wheelchair USD\$				

1.1.3 The Handling Company shall furnish and maintain at its sole cost and expense all wheelchairs necessary to perform the Services under this Agreement.

1.1.4

ther services Provided

	Reg Rate	OT Rate	HOL Rate	Proration
Bag	USD\$			
Ticket Queues	USD\$			

PARAGRAPH 2 – TERMS OF AGREEMENT

- 2.1 This Agreement shall be effective as of May 13, 2009. This Agreement shall be automatically renewed on a month to month basis without the necessity of execution of new documentation and shall continue month to month under the same terms and conditions until terminated by either party upon thirty (30) days prior written notice to the other party.
- 2.2 Carrier agrees to pay the rates specified in section 1.1.2. These rates shall remain unchanged through 2009. There after, the rates may be changed by mutual agreement of the parties hereto with written notice of at least ninety (90) days prior the expiration of this contract. Any changes to the contract must be in writing.

PARAGRAPH 3– SETTLEMENT

- 3.1 Notwithstanding the provisions of Article 7 of the Main Agreement to which this Annex B1.0 refers, all accounts shall be settled between the Carrier and the Handling Company thirty (30) days from the date the Carrier's receipt of the Handling Company's electronic invoice. Such invoicing will be presented to the Carrier for payment on a monthly basis, by electronic mail to the following address: ACAirportsCostandControl@aircanada.ca. The Handling Company must provide the Carrier with supportive documentation, and the Carrier agrees to pay all charges supported with mutually agreed documentation.

PARAGRAPH 4 – LIABILITY, INDEMNITY AND INSURANCE

The following will replace Article 8 in the Main Agreement section of the 2008 IATA SGHA:

- 4.1 The Handling Company agrees to indemnify and hold harmless the Carrier, its directors, officers, employees and agents from and against any and all demands, claims, suits, actions, causes of action, fines, penalties, damages and liabilities (including costs and expenses incidental thereto) which may be brought against, suffered or incurred by the Carrier, its directors, officers, employees or agents, including but not limited to any damage to, loss or delay of aircraft and other property or the injury to or death of any person arising out of or resulting from services performed pursuant to this Agreement, however caused unless caused by the gross negligence or willfully misconduct of the Carrier, its directors, officers, employees, agents or subcontractors. The Carrier shall give the Handling Company prompt and reasonable notice of such claims or actions and the Handling Company shall have the right to investigate compromise and defend the same to the extent of its own interests.
- 4.2 At all times during the term of this Agreement, the Handling Company shall maintain in full force and effect comprehensive liability insurance covering the liability assumed by the Handling Company under this Agreement. Such insurance shall be in amounts, on terms and conditions and through insurers reasonably satisfactory to the Carrier and shall provide specifically that:
- 4.2.1 The Carrier, its directors, officers, employees and agents are included as additional insured's and that except for the limits of liability the insurance shall operate as if there were a separate policy issued to each insured.

PARAGRAPH 10-STANDARD OF WORK

- 10.1 Notwithstanding the provisions contained in the Main Agreement to which this Annex B1.0 refers, if in the opinion of the Carrier, the Handling Company fails to provide a consistently satisfactory level of service, the Carrier reserves the right to provide the Handling Company with written notice to the effect that correction is required within thirty (30) days. Such notice will include the specific discrepancies in question. Should the Handling Company fail to correct the situation in thirty (30) days, then the Carrier reserves the right to provide the Handling Company with thirty (30) days notice of termination of this Agreement.
- 10.2 Handling Company shall maintain complete and accurate records, including but not limited to training and personnel records, and accounts related to the performance of this Agreement. Such records shall be maintained by Handling Company for a period of two (2) years, and shall be open for inspection, examination, audit and copying by Customer or its designated representatives with advanced notification during the course of the Agreement.

PARAGRAPH 11 – CONFIDENTIALITY

- 11.1 The Carrier and the Handling Company agree not to reproduce this Annex B or to distribute it to others, in whole or in part, at any time, and permanently to keep confidential all information contained within the Annex B and all information made available by the Handling Company and the Carrier to each other during its negotiation or in the provision of the services. Notwithstanding the foregoing, and with the written consent of the other, the Parties agree that either Party shall have the right to disclose this Agreement for due diligence purposes in relation to a significant transaction outside of the ordinary course of business of the disclosing party, or if required to by a Court of Jurisdiction.

PARAGRAPH 12 – ASSIGNMENT

- 12.1 The rights and obligations of each party may not be assigned except with the prior written approval of the other party, except that either party may assign its rights and obligations hereunder to any entity which succeeds to all or substantially all of the business of such party.

PARAGRAPH 13 - US Department of Transportation rule on Non-discrimination

- 13.1 Pursuant to US Department of Transportation rule on Non-discrimination on the Basis of Disabled in Air Travel (14 CFR – Part 382), (hereinafter "Part 382");
- (a) Handling Company agrees to comply with all applicable provisions of Part 382 in providing services to the public on behalf of the Carrier;
 - (b) Handling Company agrees to implement the directive issued from time to time by the Carrier's Complaints Resolutions officials; and
 - (c) Non-Compliance with the requirements of Part 382 will constitute a material breach of the Agreement on the Handling Company's part.
- 13.2 All capitalized terms used herein and not otherwise defined will have the meaning assigned to them in the Agreement.

Signed the _____ day of _____, 2008

At Montreal, QC, Canada
On behalf of (The Carrier)
AIR CANADA

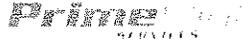
By: *Neil Owen*
Title: VP Airports

Signed the 2ND day of Dec., 2008

At Nashville, TN, USA
On behalf of (The Handling Company)
PRIMEFLIGHT SERVICES

By: *Katell*
Title: President

APPROVED
as to LAW
[Signature]



CONFIRMATION OF SERVICES

Date:	<u>4/7/2015</u>
Customer:	<u>Air Canada</u>
Location:	<u>LGA</u>

Billing Address: 7011246, Centre Air Canada, CP 14000 Succ. aéroport Dorval, QC, H4Y 1H4 Canada

Services: Wayfinder Agent and Gate Assist Agent

Effective Date: 4/13/2015

Why is this COS necessary? (Check one)

New Services: Rate Adjustment: Other:

Terms: **CANCELLATION:** The contract may be cancelled by either party upon thirty (30) days prior written notice to the other party.

SERVICES:

The services will be supplied uniformly and without discrimination to all airlines (the Contracting Airlines) that agree to utilize PrimeFlight's services at the Airport at the price specified in this Confirmation of Services.

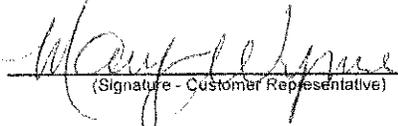
Rates:

Position/Job Type	Regular Rate	Billable Overtime Rate	Holiday Rate
<u>Wayfinder Agent</u>			
<u>Gate Assist Agent</u>			

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Martin Luther King Day, and Christmas Day

Both parties agree that this document represents the Confirmation of the Service to be delivered at the location(s) listed under "Location" herein and that the terms outlined in this letter shall control only until the execution of a CORE SERVICE AGREEMENT (hereinafter AGREEMENT) between both parties. If an AGREEMENT is currently in force and effect, the terms and conditions of the AGREEMENT will control and any and all Amendment(s), Exhibit(s) and/or special condition(s) shall be attached to, and incorporated into the AGREEMENT by reference.

Both parties understand and agree that any and all Reporting Data shall be submitted to PrimeFlight up to, but not to exceed the fifth (5th) business day after the last day of the preceding month.

Acknowledgment:  Date: 4/08/15
 (Signature - Customer Representative)

 Date: 4/7/2015
 (Signature - PrimeFlight Representative)

Copy: Customer, PrimeFlight

Notes:



December 30, 2016

AIR CANADA

RE: NEW YORK MIN WAGE MANDATES

On December 28th, the State of New York finalized the amended Part 141-1 with the following mandates that will affect minimum wage, tip allowance and uniform maintenance rates effective December 31, 2016. The state generated Wage Order Summary for Miscellaneous Industries is attached and below is a summary for LGA::

Current min wage rate: \$10.10 Allowance for Tips: \$ 1.35 Low, \$ 2.20 High
 (regulated by the Port Auth of NY&NJ) Wage: \$ 8.75 \$ 7.90

New min wage rate: \$11.00 Allowance for Tips: \$ 1.65 Low, \$ 2.70 High
 Wage: \$ 9.35 \$ 8.30

Current Uniform Maintenance: \$11.20 High, \$ 8.85 Medium, \$ 5.35 Low
 New Uniform maintenance: \$13.70 High, \$10.80 Medium, \$ 6.55 Low

These mandates will have an impact on current wages we pay and thus the rates we charge. PrimeFlight makes every effort to provide quality services as cost-efficiently as possible but these changes will require an update to the rate schedule as you can understand. The impact to the bill rates are below:

Position	Current Rates			New rates eff 12/31/16		
	REG	OT	HOL	REG	OT	HOL
WHL						
BAG						
SECGTAGT						
PSR						
TKTQUE						

PrimeFlight appreciates your business and your support and we look forward to working through these changes with you. If you have any questions, please feel free to email me at sleonard@primeflight.com or call me at 615-681-7940.

All other terms and provisions set forth in the Agreement shall remain unchanged. AIR CANADA agrees to the above rate increase at LGA. Thank you, as always for your support and understanding of these government-imposed requirements that affect bill rates.

AIR CANADA

By _____

Print Name _____

Title _____

Date _____

Sincerely,

Steven Leonard
 Sr. Vice President

EXHIBIT E-4

GENERAL TERMS AGREEMENT FOR SERVICES

between

PRIMEFLIGHT AVIATION SERVICES, INC.

And

FRONTIER AIRLINES

THIS AGREEMENT is made and entered into as of this 1st day of January, 2009 by and between PrimeFlight Aviation Services, Inc. with its primary place of business at 7135 Charlotte Pike, Suite 100, Nashville, Tennessee 37209 (hereinafter "Contractor") and Frontier Airlines with its primary place of business at 7001 Tower Road, Denver Co 80249 (hereinafter "Airline"), either or both of which may be hereinafter referred to as a "Party" or the "Parties".

WITNESSETH:

WHEREAS, Contractor is engaged in, among other things, the business of providing those services outlined in Exhibit A; and

WHEREAS, Airline desires to purchase certain services from Contractor for the locations outlined in Exhibit A; and

WHEREAS, Contractor desires to provide such services to Airline as requested by Airline under the terms and conditions contained herein; and

WHEREAS, Contractor agrees to provide all necessary support and take any other action as may be necessary to ensure that the Services provided by Contractor meet or exceed those specifications contained herein; and

WHEREAS, the Parties desire to enter into an agreement to govern the purchase and sale of Services contemplated hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT:

Article 1 – Definitions

1.1 The following definitions shall apply to the terms contained herein, unless another meaning shall be indicated by the context in the Agreement:

"Agreement" shall mean this General Terms Agreement as it may be amended, restated, supplemented or otherwise modified from time to time.

"Confidential Information" shall mean any and all technical and non-technical information provided by either Party to the other, including but not limited to (a):

patents and patent applications, (b) trade secrets, (c) proprietary information of all types, including but not limited to business methods, techniques, sketches, inventions, processes, manuals, equipment, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, development, design details and specifications, financial information, procurement requirements, purchasing, manufacturing, customer/passenger lists, customer/passenger data, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Disclosing Party (as such term is defined below) provides regarding third parties, and (d) the terms and conditions of this Agreement.

"Services" shall mean the services provided by Contractor to Airline as further described in Exhibit A of this Agreement.

- 1.2 Those terms contained in this Agreement not defined above shall have the meanings given to them in this Agreement.
- 1.3 Any reference to days herein shall mean calendar days unless otherwise specified herein.

Article 2 – Term of Agreement

- 2.1 This Agreement shall become effective from the date first written above and will remain in effect for a period of one year from such date (the "Initial Term"), thereafter the Agreement shall continue on a month to month basis until terminated or amended in accordance with the terms and conditions set forth herein by either party upon thirty (30) days prior written notice to the other party.
- 2.2 Airline shall have the right to suspend performance of the obligations of the Parties under this Agreement, with the exception of payments due for Services previously rendered, immediately upon termination or suspension of Airline's scheduled service to an airport or airports identified in Exhibit A, as may further be amended from time to time, but performance of the obligations of the Parties under this Agreement shall resume upon reinstatement of service by Airline unless this Agreement has been otherwise terminated as provided herein. Airline agrees to give Contractor such advance notice as is reasonably possible for the resumption of Contractor's Services after any suspension pursuant to this provision.

Article 3 – Purchase of Services

- 3.1 Contractor agrees to provide to Airline and Airline agrees to purchase from Contractor the Services set forth in Exhibit A at the rates set forth in Exhibit A. Airline shall not be required to purchase any minimum amount of Services from Contractor.
- 3.2 Contractor agrees to provide Services in accordance with approved Airline supplied data and instructions, Airline's General Procedures Manual, standard FAA-approved industry practices and FAA-approved Airline requirements.

Article 4 – Payments

4.1 Deposit

4.2 Payment terms

Payment terms are payment in full in a time period not to exceed a period of fourteen (14) days from the receipt of a valid invoice.

In the event that Airline fails to render payment in full within the time period specified herein, then Contractor, at its sole discretion, reserves the right to apply any portion, or all of the deposited monies to satisfy any outstanding monies due to Contractor.

4.3 Continuation of Services

Should, at any time and for any reason, Airline be delinquent of any or all of the payment terms and conditions of Article 4 herein, and should the Airline request continuation of services during and through a delinquency period, then the Contractor shall have the right to pre-payment in the amount equal to one (1) months delivered services cost(s).

4.4 Termination for Cause

Airline and Contractor understand and agree that should Airline fail, in any way or manner to satisfy any term or condition of Article 4, herein, in whole or in part, then Contractor shall have the right to, upon twenty four (24) hours prior written notice to Airline, immediately cancel this contract for cause.

4.5 All invoices must:

- (a) specify Contractor's invoice number, date and remit to address;
- (b) specify the payment terms;
- (c) specify the worker type for the applicable hours in the billing period

(d) specify the total number of staff and hours worked per service type; and

(e) specify the total number of staff and hours per worker type for each day

4.6 Invoices for the Services shall be sent to the following address:

Frontier Airlines
7001 Tower Road
Denver, CO 80249

Attention: _____

Article 5 – Taxes

5.1 Contractor shall be responsible and pay for any customs duties and fees and other similar duties, fees and taxes, including any related fines or penalties associated therewith, levied on either Party by authorities in the United States or any other governmental authority in any jurisdiction in connection with Business Partner's performance of the Services. Any airport fee's required by the airport (Port Fee's) sales taxes etc, shall be passed through to the airline and stipulated on the invoice as a pass through.

Article 6 – Changes to the Services

6.1 Contractor agrees to accommodate requests by Airline for changes to the Services that may increase the obligations of Contractor hereunder at any time during the term hereof providing that Contractor is given reasonable notice in advance of such changes and that Contractor shall have the right to additional charges if the changes materially fall outside the initial scope of work.

6.2 The Parties agree to work together in good faith to try to establish business practices and processes that result in an overall cost reduction. In the event that Contractor realizes a cost reduction, Contractor agrees to reduce Airline's price hereunder accordingly. Such price reduction will be documented in an amendment to this Agreement.

Article 7 – Non-Performance

7.1 The charges for Services herein specified shall apply to satisfactory completion of the Services in accordance with Exhibit A and Airline standards and procedures, which have been provided to Contractor by the Airline, and for which Contractor acknowledges it is familiar therewith.

7.2 Pursuant to the terms of Article 4.1 herein, in the event of failure by Contractor to satisfactorily perform any portion of the Services hereunder to Airline's satisfaction, then Airline shall, within a period not to exceed twenty four (24)

hours, notify Contractor of such unsatisfactory service(s). Contractor shall, within a period not to exceed five (5) business days of receipt of such notification, cure the

unsatisfactory performance and the cause of the unsatisfactory condition to the complete satisfaction of Airline. If after the cure period Contractor fails to cure the unsatisfactory performance of the Service(s) then Airline shall have the right to offset an amount equal to the cost of such unsatisfactory Services against Contractor's next monthly invoice.

- 7.3 In the event the failure by Contractor to perform any portion of the Services hereunder results in Airline having to perform such Services, or portion thereof, on behalf of Contractor, then in addition to the amount set forth above in Article 7.2, Airline shall also have the right to reduce Contractor's next monthly invoice by an additional amount equal to Airline's cost for performing such Services.
- 7.4 The foregoing rights shall be in addition to any other rights Airline shall have with regard to unsatisfactory performance, whether contained herein, or otherwise.

Article 8 – Inspection

- 8.1 Contractor's records shall be open for inspection and examination by Airline or its designated representative's at all reasonable times in order for Airline to assure Contractor's compliance with the procedures, practices and requirements of this Agreement.

Article 9 – Assurance of Services

- 9.1 In the event of a strike, work stoppage, cessation of business in whole or in part, or labor unrest, which curtails or stops Contractor's ability to provide the Services to be provided pursuant to this Agreement, Contractor will use its best efforts to reallocate, redirect, reassign, or transfer work from unaffected Contractor operations and/or sources to insure the uninterrupted provision of Services at no extra cost to Airline.
- 9.2 In the event Airline must obtain the Services from another source as a result of Contractor's failure to reallocate, redirect, reassign, or transfer work from unaffected operations and/or sources pursuant to Article 9.1 above, Contractor shall be responsible and reimburse Airline for any increased price differential between the price which Airline obtains from such other source and the prices listed in Exhibit A of this Agreement.

Article 10 – Excusable Delay

- 10.1 Neither Airline nor Contractor shall be liable to the other for default or damages resulting from any failure to perform the Services or any other obligations to each other under the Agreement (other than Contractor's obligations under Article 9 of this Agreement) if such failure is caused by, or due to, events beyond the reasonable control of the Party invoking the provision such as, but not limited to, acts of God, acts of war (whether declared or undeclared), riot, rebellion, sabotage, weather, fire, flood, drought, earthquake, windstorm, explosion, embargo, court orders, or any other similar causes, and not due to the fault or negligence of the Party claiming relief hereunder.

Article 11 – Dispute Resolution

- 11.1 If any dispute between the Parties arises out of this Agreement, the Parties shall endeavor to resolve the matter on an amicable basis. If one Party serves formal written notice to the other that a material dispute has arisen with regard to this Agreement and the Parties are unable to resolve such dispute within a period of ten (10) days after receipt of such notice the dispute shall be determined by binding arbitration in accordance with the rules then in force by the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction over the parties.

Article 12 – Default and Remedies

- 12.1 In addition to having all other rights, remedies and recourses available at law or in equity, Airline shall have the right to terminate this Agreement in whole or in part if Contractor fails to perform any covenant, warranty, condition or term in the Agreement and said failure is not cured by Contractor within five (5) calendar days after written notice of such default from Airline. In case of such default on the part of Contractor and termination by Airline, Airline shall be entitled to recover the cost of any expenses incurred to remedy the deficient performance by Contractor and such cost shall be deducted from any amounts due to Contractor by Airline.
- 12.2 Subject to Section 12.1 hereof, either party shall have the right to terminate the contract for any reason upon giving thirty (30) business days written notice to the other party. Additionally, notwithstanding anything in this Agreement to the contrary, in the following situations, Airline shall be entitled to immediately terminate the Agreement upon written notice to Contractor:
- An application is made for the bankruptcy/compulsory winding up of Contractor;
 - Contractor decides to discontinue all or part of its business activities;
 - Contractor is no longer in possession of, or in good standing under, the permits, certificates and governmental approvals required to run its business; and/or
 - Contractor allows required insurance to lapse.
- 12.3 Airline shall have the right to terminate this Agreement in accordance with Article 2.2. Contractor shall take all steps to mitigate any loss to Airline arising from such cancellation. Further, Airline shall not be liable to Contractor for any Contractor lost profits. If Contractor claims cancellation cost resulting from Airline's termination in accordance with Article 2.2 and requests Airline to pay such cancellation cost, Contractor shall have the burden of proof to substantiate the cancellation cost amount claimed. If requested by Airline, Contractor shall agree to an independent certified accountant (or other independent Party appointed jointly by both Parties) review within a reasonable time after cancellation of Contractor's business records for the purpose of validating Contractor's cancellation claim.

Article 13 – Confidentiality; Publicity

- 13.1 Each Party agrees that at all times it will hold in confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the

other Party to this Agreement, and will use the Confidential Information for no purpose other than performing its obligations under this Agreement. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have agreed to the terms of this Agreement. Each Party shall take such action as shall be necessary or appropriate to preserve and protect the Confidential Information of the other Party, and in any event using means not less protective than those used to protect its own Confidential Information. Confidential Information shall not be reproduced or stored in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other Party by either Party shall remain the property of the Party disclosing Confidential Information (the "Disclosing Party") and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other Party. Notwithstanding the above, a Party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this Section 13.1 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information.

- 13.2 Each Party's obligations under this Agreement with respect to any portion of the other Party's Confidential Information shall terminate when the Recipient can document that: (a) it has entered the public domain through no fault of the Recipient; (b) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the other Party; (c) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other Party; or (d) it was developed by Recipient independently of and without reference to any information communicated to the Recipient by the other Party.
- 13.3 Contractor covenants and agrees with Airline for the benefit of Airline and its affiliates the Contractor will not make any use whatsoever of, or cause others to make or assist others in making any use whatsoever, of the corporate or trade name of Airline, or their affiliates, or any portion thereof, or any of their trademarks, or any portion thereof, in connection with any advertising, promotion, publicity or other printed material without the prior written consent of Airline. The Contractor covenants and agrees that except as provided by the provisions of any law, order, rule or regulation the Contractor shall not publicly disclose or describe its relationship with the Airline.
- 13.4 It is expressly understood and agreed that the Contractor's obligations under this Article shall survive performance of the terms of this Agreement, its rescission or other termination and that this section shall remain in full force and effect independently of the other provisions of this Agreement.

Article 14 – Notices

- 14.1 All notices hereunder shall be given by mail, telegram, telefax, e-mail or other acceptable means of communications.

Contractor shall be addressed as follows:

PrimeFlight Aviation Services, Inc.
7135 Charlotte Pike, Suite 100
Nashville, Tennessee 37209
Tel: (615) 850-0524
Fax: (615) 301-1198
Attn: Joel Cutler
Email: jcutler@smsholdings.com

Airline shall be addressed as follows:

Frontier Airlines
7001 Tower Road
Denver, CO 80249
Tel: _____
Fax: _____
Attn: _____
Email: _____

Article 15 – Proprietary Rights

- 15.1 Airline shall retain the proprietary right to any documents, procedures or methods that it develops and provides to Contractor. These documents, procedures or methods are not to be provided to any third party by Contractor without the specific prior written approval of Airline.
- 15.2 Similarly, Contractor shall retain the proprietary right to any documents, procedures or methods that it develops and provides to Airline. These documents, procedures or methods are not to be provided to any third party by Airline without the specific prior written approval of Contractor.

Article 16 – Insurance

- 16.2 Contractor agrees to furnish Airline with certificates evidencing that Contractor has the required insurance described above. Each policy will (a) be primary without right of contribution from any other insurance that is carried by Airline; (b) name Airline as an additional insured; (c) contain a provision requiring Contractor's insurers to

provide Airline with thirty (30) days prior written notice of any cancellation or adverse material change in such insurance.

Article 17 – Indemnification

17.1 **Indemnification.** To the fullest extent permitted by law, either party shall release, indemnify, defend and hold harmless their respective directors, officers, employees and owners (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and attorney's fees), which in any way arise out of or result from any act(s) or omission(s) by either party (or anyone directly or indirectly employed by either party or anyone for whose acts either party may be liable) in the performance or nonperformance of other obligations under this Agreement or in the use or occupancy of any facilities or equipment provided by Airline including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including but not limited to property owned, leased or under the control of Airline or Contractor), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including but not limited to those concerning environmental protection). This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release of indemnity by either party of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity, which would otherwise exist in favor of any Indemnified Party, or any other obligation of either party, its officers, directors, employees, owners or contractors to indemnify an Indemnified Party. Airline and Contractor understand and agree that any and all obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Contractor under Workers' Compensation Acts, disability benefits acts or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.

17.2 **CONSEQUENTIAL DAMAGES.** NEITHER PARTY WILL BE LIABLE FOR, AND EACH PARTY WAIVES AND RELEASES ANY CLAIMS AGAINST THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFIT, OR LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, RESULTING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE.

Article 18 – Reporting Requirements

- 18.1 The Parties' representatives will meet on a regular basis, at least twice per year, to review and discuss any ongoing operational matters relevant to the Services being provided by Contractor under this Agreement.
- 18.2 On or before the tenth (10th) of each month, Contractor shall provide Airline with a monthly activity report, in an electronic format, detailing the activity for the preceding month.
- 18.3 Contractor will provide Airline with regular reports regarding process improvements that may influence the price of the Services to Airline's benefit.

Article 19 – Compliance With Legal Requirements, Etc.

- 19.1 In furnishing the Services, Contractor shall comply with all applicable federal, state and local (including airport) laws, executive orders, ordinances, rules, and regulations issued pursuant thereto, as are pertinent to Contractor's Services. Without limiting the generality of the foregoing, Contractor shall in particular be required to comply with the following:
 - 19.1.1 In the event Contractor requires access to any airport security identification display area to perform the Services, Contractor shall be required to comply with (i) all applicable provisions of 14 CFR 107 & 108, (ii) all applicable written airport policy statements regarding security, (iii) all applicable security directives and information circulars promulgated pursuant to 14 CFR 108.29, and (iv) those provisions of Airline's Security Program Manual (i.e., the manual approved by the Federal Aviation Administration pursuant to 14 CFR 108.25, as such manual may be amended from time to time) of which Airline notifies Contractor from time to time during the term of this Agreement. Contractor shall ensure and be able to demonstrate that it has conducted adequate background/criminal background investigations and finger printing of all its employees hired under applicable FAA regulations as amended under current FAA regulations found at 14 CFR 107.31 & 108.33 who have access to any airport area controlled for security reasons.
 - 19.1.2 Contractor shall not use or contract with any drug testing laboratory that is not certified by the Department of Health and Human Services (DHHS) pursuant to the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 Federal Register 11970; April 11, 1988 as amended by 59 Federal Register 29908; June 9, 1994). Contractor shall provide to Airline a copy of Contractor's certified drug testing and alcohol misuse prevention programs, together with evidence in form reasonably satisfactory to Airline that such programs have been approved by the FAA. Airline shall have the right at any time, upon not less than 24 hours prior oral or written notice to Contractor, to review, inspect and audit Contractor's testing, training and other records required to be kept under Contractor's drug testing and alcohol misuse prevention programs.
 - 19.1.3 Throughout the term of this Agreement, Contractor (and its agents, employees and other personnel engaged in activities performed on behalf of Airline) shall not discriminate on the basis of handicap, consistent with the Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and 14 CFR Section

382.9, and shall comply with directives issued by complaints resolution officials under 14 CFR Section 382.65.

- 19.1.4 Contractor shall obtain all necessary governmental and airport authorizations, consents and approvals and make and give all governmental or airport filings and notices with respect to the Services and maintain at all times during the term of this Agreement all governmental, airport or other licenses, permits and other authorizations required to provide the Services in accordance with the terms of this Agreement.
 - 19.1.5 Airline shall have the right, but not the duty, to conduct such audits of Contractor's books and records (including, without limitation, employment records) only when such an audit is directly related to the Services provided to Airline, but not in violation of any legal duty of confidentiality owed by Contractor to any employee, to ensure Contractor's compliance with the foregoing legal requirements. Airline reserves the right to require removal by Contractor from Airline's aircraft or Airport facilities of any Contractor employee unacceptable to Airline, provided, however, that Airline will not exercise this right on unlawful grounds.
 - 19.1.6 Contractor is responsible for making sure all necessary training is completed with and documented and Contractor is responsible for having all necessary manuals and that they be updated and current manuals to complete the Services.
- 19.2 In addition to its obligations under Section 19.1 of this Agreement, with respect to the Services to be performed under this Agreement, Contractor represents, warrants, covenants and agrees as follows:
- 19.2.1 Contractor currently holds, or will hold prior to the commencement of such Services, all licenses, registrations, permits, consents, franchises and approvals (collectively, the "Permits") required in connection therewith, and shall maintain all Permits current and in full force and effect at all times during the performance of such Services;
 - 19.2.2 Contractor shall provide copies of all Permits or any of them to Airline promptly after request therefore, and shall keep copies of such Permits on-site where such Services are performed, to the extent required by applicable law;
 - 19.2.3 Contractor shall, and shall cause its employees, agents, representatives and subcontractors to, perform all such Services in compliance with all applicable Federal, state and local ordinances, laws, rules, regulations and codes;
 - 19.2.4 Contractor shall, and shall cause its employees, agents, representatives and subcontractors to, perform all such Services in accordance with all rules, guidelines, policies and procedures established by Airline from time to time (collectively, "Airline Policies"), provided Contractor is notified thereof;

- 19.2.5 Contractor shall, and shall cause its employees, agents, representatives and subcontractors to, perform all such Services in a safe, professional and workmanlike manner by competent personnel under qualified supervision;
- 19.2.6 Contractor shall provide its employees, agents, representatives and subcontractors with all necessary initial and recurrent training, including familiarization with Airline Policies;
- 19.2.7 Contractor shall maintain records of the following, copies of which shall be provided to Airline upon request: training programs, workplace accidents and injuries, employee grievances, employee disciplinary actions.
- 19.2.8 Airline reserves the right to audit Contractor during normal business hours and upon reasonable prior notice in order to determine compliance with the obligations set forth herein.
- 19.2.9 Contractor shall comply with its obligations under this Section 19.2 at its sole cost and expense. Contractor shall indemnify, defend and hold harmless Airline from and against all claims, injury, liability, loss, fines, suits, demands, cost and damage, including reasonable legal fees and expenses, arising from any breach of the provisions of this Section 19.2. The indemnity set forth in this sub-section 19.2.9 shall survive the expiration or earlier termination of this agreement.
- 19.2.10 The provisions of this Section 19.2 are in addition to the other terms and provisions set forth in this agreement, and shall apply notwithstanding anything set forth in this agreement to the contrary. If there exists any conflict between any term or provision of this Agreement and any term or provision of the Exhibit(s) attached hereto and made a part of the Agreement, the Terms and Conditions of the Agreement shall control unless modified or amended as set forth in the terms herein.
- 19.3 For avoidance of doubt, Airline may immediately terminate this Agreement should Contractor fail to comply with this Article 19.

Article 20 – Subcontracting

- 20.1 Contractor shall not subcontract for any of the Services without the prior written consent of Airline. If Airline agrees to allow Contractor to delegate any of the Services to subcontractors, Contractor shall remain primarily liable for such Services and shall be responsible for any subcontractor's performance thereof.

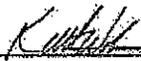
Article 21 – Miscellaneous

- 21.1 The captions and headings of this Agreement have been inserted solely for convenience and are not to be considered in matters of its interpretation.
- 21.2 Any additions, deletions or modifications of the provisions of this Agreement shall not be binding on either Party unless accepted and approved in writing by duly authorized representatives of both Parties.

- 21.3 This Agreement constitutes the entire understanding of the Parties and no representation or statement made by a representative of either Party which is not stated herein shall be binding.
- 21.4 This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Tennessee~~ New York without reference to "Conflict of Laws" principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located within the Southern District in the State of ~~Tennessee~~, New York and the Parties hereby consent to the personal jurisdiction and venue of these courts.
- 21.5 The relationship between Airline and Contractor shall be that of independent contractor for all purposes, and in no event shall persons employed by either Party be held or construed to be employees of the other.
- 21.6 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto. It shall not be voluntarily assigned in whole or in part by either Party without the prior written consent of the other Party.
- 21.7 Contractor represents that the terms and conditions of this Agreement will be as favorable as the terms and conditions of similar agreements entered into by Contractor with any other customer similarly situated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the signature of their duly authorized officials as affixed below as of the date first written above.

PRIMEFLIGHT AVIATION SERVICES, INC.

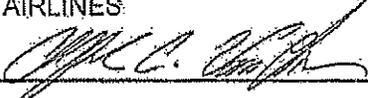
By: 

Name: Keith Wal Ken

Title: President

12-5-08

FRONTIER AIRLINES

By: 

Name: CLIFFORD C. VAN LEUVEN

Title: VP, CUSTOMER SERVICE



December 30, 2016

FRONTIER AIRLINES

RE: NEW YORK MIN WAGE MANDATES

On December 28th, the State of New York finalized the amended Part 141-1 with the following mandates that will affect minimum wage, tip allowance and uniform maintenance rates effective December 31, 2016. The state generated Wage Order Summary for Miscellaneous Industries is attached and below is a summary for LGA::

Current min wage rate: (regulated by the Port Auth of NY&NJ)	\$10.10	Allowance for Tips: Wage:	\$ 1.35 Low, \$ 2.20 High \$ 8.75 \$ 7.90
New min wage rate:	\$11.00	Allowance for Tips: Wage:	\$ 1.65 Low, \$ 2.70 High \$ 9.35 \$ 8.30
Current Uniform Maintenance:	\$11.20 High, \$ 8.85 Medium, \$ 5.35 Low		
New Uniform maintenance:	\$13.70 High, \$10.80 Medium, \$ 6.55 Low		

These mandates will have an impact on current wages we pay and thus the rates we charge. PrimeFlight makes every effort to provide quality services as cost-efficiently as possible but these changes will require an update to the rate schedule as you can understand. The impact to the bill rates are below:

PrimeFlight appreciates your business and your support and we look forward to working through these changes with you. If you have any questions, please feel free to email me at sleonard@primeflight.com or call me at 615-681-7940.

All other terms and provisions set forth in the Agreement shall remain unchanged. FRONTIER agrees to the above rate increase at LGA. Thank you, as always for your support and understanding of these government-imposed requirements that affect bill rates.

FRONTIER AIRLINES

By _____

Print Name _____

Title _____

Date _____

Sincerely,

Steven Leonard
Sr. Vice President

EXHIBIT E-5

STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE

Annex B - Location(s), Agreed Services and Charges

to the Standard Ground Handling Agreement (SGHA) of January 2004

between: **SPIRIT AIRLINES, INC.**

having its principal office at 2800 Executive Way
Miramar, Florida 33025
U.S.A.

and hereinafter referred to as: **“the Carrier”**

and: **PRIME FLIGHT AVIATION SERVICES**

having its principal office at: 7135 Charlotte Pike
Nashville, TN 37209

and hereinafter referred to as: **“the Handling Company”**

for the location(s): **La Guardia Airport
New York, NY (LGA)**

and is effective from: November 1, 2013

and replaces: Nil

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Carrier and the Handling Company agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the parties confirm that they are familiar with the aforementioned Main Agreement and Annex A and agree to be bound by such instruments. In the event of any inconsistencies between the provisions of this Annex B and the Main Agreement, the Parties agree that the provisions of the Annex B shall control. For purposes of clarity, the Main Agreement, Annex A and Annex B shall collectively be referred to as the “Agreement”.

PARAGRAPH 1. HANDLING CHARGES

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure of the same aircraft and, as applicable for RONs, the Handling Company will provide the following services specified in Annex A at the rates specified in this Annex B:

Section 1: 1.1.2; 1.1.3

Section 2: 2.1.3(a – 2) Provide specially trained personnel for assistance to the Carrier's disabled passengers; 2.1.6(a)

Section 7: 7.5.1(Transfer sterile baggage from TSA security screen to bag belt)

Wheelchair Service is defined as follows:

Departing passenger – Transportation of the passenger from the ticket counter to the gate area and assisting in the boarding of the aircraft.

Arriving passenger* – Transportation of the passenger from the aircraft to the baggage claim and then to the designated passenger pick up area.

* If the passenger is arriving from an international destination the agent must also accompany the passenger through the customs and immigrations facility.

Non Ambulatory passengers – In the cases where passengers require additional assistance boarding the aircraft the Handling Company will provide an aisle chair and two attendants to transport and secure the passenger in his/her assigned seat.

- 1.2 For the services enumerated above, the charges will be as follows:

BOT / HOL rates *HR*

Wheelchair Service -

Baggage Service -

A Holiday Premium will be billed at the regular rate on the following days:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

- 1.3 The Carrier is not responsible for any tax measured by the gross or net income or excess profits, receipts, capital franchise, net worth, or business privilege of the Handling Company. All charges set forth in this Annex B are exclusive of Airport concession fees and applicable State and Federal taxes, which shall be added by the Handling Company when applicable.

- 1.4 The Handling Company agrees to provide all equipment required to perform the services including, wheel chairs, aisle chairs and agent radios.

PARAGRAPH 2. SCOPE OF SERVICES

- 2.1 Handling Company shall provide a sufficient number of trained and uniformed personnel (including supervision) for the purpose of providing the airport services contained in sub paragraph 1.1 of this Annex B (hereinafter "Services") to the Carrier's passengers.
- 2.2 The Handling Company will ensure that their wheelchairs and aisle chairs are well maintained and in excellent working order at all times.
- 2.3 Provide A.D.A. trained staff to assist the Carrier's passengers in accordance with the Carrier's passenger handling requirements.
- 2.4 The Handling Company's staff will contact the Carrier's representatives in a timely manner prior to each flight to obtain the wheelchair use requirements.
- 2.5 The Handling Company is responsible for providing uniforms and will ensure that staff assigned to the Carrier will be competent, courteous and well groomed.

PARAGRAPH 3. ADDITIONAL CHARGES

- 3.1 Any charges in addition to the charges referenced in sub paragraph 1.2 must be approved in advance and in writing by the Carrier's local Station Management.

PARAGRAPH 4. LIABILITY AND INDEMNITY

- 4.1 The Handling Company shall maintain statutory Workers' Compensation, Employers Liability Insurance in the amount of _____ and Comprehensive General Liability Insurance in the minimum amount of \$ _____.
- 4.2 The Handling Company shall comply, at its own expense with the insurance and indemnity requirements imposed by the Carrier and applicable airport or government authorities.
- 4.3 Before performing the services contained in this Annex B the Handling Company shall submit to the Carrier a current certificate of insurance. The Handling Company shall have its general liability insurers name the Carrier as an additional insured.
- 4.4 The Handling Company shall defend, indemnify and hold harmless the Carrier together with its directors, officers, employees, assignees, agents, servants and shareholders (hereinafter collectively called the "Carrier's Indemnified Parties"), from and against any and all claims, demands, suits, actions, causes of action, obligations, liabilities, damages, and judgments, including a reasonable attorney's

fees, which may arise out of the negligence or willful misconduct of the Handling Company, its employees, affiliates, and/or agents solely in connection the performance of the obligations under this Agreement. Additionally, for clarity, Carrier will defend, indemnify and hold harmless Handling Company for any claim for personal injury, death or damage to tangible personal or real property, to the extent caused by structural defects and/or Acts of God, including but not limited to situations created by inclement weather, at the any location where Handling Company may be fulfilling obligations of performance under this Agreement, (except to the extent caused by Handling Company's negligence or willful misconduct) or caused by the negligence or willful misconduct of the Carrier, its employees, affiliates, and/or agents..

In the event the parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state in which this Agreement is governed without, however, waiving any defenses of the parties under such law.

This indemnification shall not apply to the extent that the injury, loss or damage is caused by the negligence or willful misconduct of the Carrier.

PARAGRAPH 5. TRANSFER OF SERVICES

5.1 It is agreed that the Handling Company may not assign this agreement or subcontract its performance hereunder without the prior written consent of the Carrier.

PARAGRAPH 6. SETTLEMENT

6.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, the Handling Company will submit a **monthly** invoice to the Carrier for services provided to the Carrier during the previous month. The Carrier will pay the Handling Company within **thirty (30) days** of receipt of the Handling Company's invoice.

6.2 All invoices will specify both the applicable contract number and the purchase or work order number(s) applicable to the specific delivery or services, if any. Each invoice will also include full documentation and support of the services performed.

6.3 The Handling Company agrees that it will submit no invoices or revisions to invoices more than three (3) months after services have been rendered.

PARAGRAPH 7. HANDLING COMPANY EMPLOYEES; BENEFITS AND INSURANCE

7.1 The Handling Company is an independent contractor and has no relationship with the Carrier other than a vendor/vendee relationship. The employees of the Handling Company or its subcontractors performing the services to the Carrier remain the employees of the Handling Company. There is no joint employer relationship and the Handling Company will make all decisions as to the supervision of their

respective employees engaged in performing the services pursuant to this Agreement.

- 7.2 The Handling Company accepts full and exclusive liability for the payments of, as applicable, worker's compensation and employer's liability insurance premiums with respect to its own employees and for the payment of all taxes, contributions or other payments for unemployment compensation or old age benefits, pensions or annuities now or hereafter imposed upon employers.

PARAGRAPH 8. DURATION, MODIFICATION, TERMINATION

- 8.1 This agreement will be terminable, with or without cause unless otherwise provided for herein, in whole at any time by either party upon sixty (60) days written notice.

PARAGRAPH 9. NOTICES

- 9.1 Any notices, requests or other communications required or permitted to be given hereunder will be in writing and will be delivered by hand, by overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address as set forth below:

To the Carrier: Spirit Airlines, Inc.
Attention: Mr. Phillip Berton
Sr. Manager Airport Services
2800 Executive Way
Miramar, Florida 33025
Attention: Phillip Berton
Tel. 954-628-4852
E-Mail: phillip.berton@SpiritAir.com

To the Handling Company: Prime Flight Aviation Services
Attention: Contracts Department
7135 Charlotte Pike
Nashville, TN 37209
E-Mail: sleonard@primeflight.com

Any such notice, request, or other communication will be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, or on the date of deposit in the mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given will not affect the validity or the effectiveness of the notice, request or other communication. By giving at least ten (10) days' prior written notice thereof, either party may from time to time and at any time change its mailing address hereunder.

PARAGRAPH 10. SUPERVISION AND COMMUNICATION

- 10.1 At all times during which the Handling Company's employees are required to be performing the services under this Agreement, the Handling Company agrees to maintain a competent work supervisor located in the general area of the Carrier's facilities at which the services are to be performed, and keep the Carrier's Management continuously advised of the location(s) and telephone number(s) where such work supervisor may be contacted to be advised of emergencies, worker absences, accidents involving workers or substandard performance of work. The availability of such work supervisor or other employee will in no way obligate the Carrier to communicate any such information to Handling Company.

PARAGRAPH 11. SECURITY CONSIDERATIONS

- 11.1 Maintaining the security of the property of the Carrier and of its employees, agents, customers and invitees is an essential aspect of the Handling Company's performance under this Agreement. The Handling Company will emphasize to its employees the importance of ensuring the security of the property of the Carrier and of the Carrier's employees, agents, customers and invitees.
- 11.2 The Handling Company agrees that in the performance of this agreement it is of paramount importance to maintain the security and safety of passengers, the general public and all personnel employed at the airport and to safeguard the security and integrity of all personal, public and corporate property. In this regard, the Handling Company agrees, in accordance with applicable laws, to take those actions necessary to accomplish this purpose.

PARAGRAPH 12. TRAINING

- 12.1 Any and all training required in order to provide the services contained in this Annex B are the sole responsibility of the Handling Company including but not limited to, course cost, materials, exams, transportation, lodging and the remuneration of the Handling Companies employees salaries, benefits and any per diems.

PARAGRAPH 13. CONFIDENTIALITY

- 13.1 The Handling Company will protect the terms of this agreement and all non-public information received from disclosure by using the same degree of care, but no less than a reasonable degree of care, as it takes to preserve and safeguard its own confidential information. Such information will only be used for the purpose for which it was disclosed, and may be shared internally only on a need to know basis, and externally only as required to perform hereunder and/or as required by law.

PARAGRAPH 14. STANDARD OF WORK, SERVICE DELIVERY

- 14.1 The Carrier will notify the Handling Company in writing of any deficiencies in the Handling Company's performance hereunder and required corrective action. The Carrier may also require for more significant deficiencies, as it may reasonably determine, that the Handling Company, within a reasonable timeframe, develop and implement an acceptable corrective action plan.
- 14.2 Upon written notice to the Handling Company from the Carrier stating that the Handling Company is in breach of this agreement, the Handling Company will immediately remedy such breach. Where the Handling Company fails to remedy such breach within five (5) days, or immediately for those breaches that result in a violation of applicable law, or, excepting breaches that result in a violation of applicable law, to promptly initiate and continue in good faith to remedy a breach that cannot be reasonably remedied within five (5) days, or, regardless of remedy, commits a substantially similar breach more than twice in any twelve (12) month period, the Carrier will have the right to terminate this agreement upon notice to the Handling Company.

PARAGRAPH 15. AUDIT

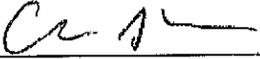
- 15.1 The Handling Company will at all times keep complete and accurate books, records and documents from which may be determined the basis for billing, compliance with all applicable statutes, regulations, orders, ordinances and security programs, and for compliance with this agreement. The Handling Company will maintain the foregoing records for not less than the lesser of (a) as required by law, and (b) three years from their creation. Such books, records, and documents will be open for inspection, examination, audit and copying by the Carrier or the Carrier's authorized representatives or auditors at all reasonable times during the term of this agreement and for three (3) years thereafter. The Handling Company will cooperate with those conducting the audit.

PARAGRAPH 16. GOVERNING LAW, JURISDICTION AND VENUE

- 16.1 This Agreement shall be governed by, construed and enforced under the laws of the State of Florida without regard to any choice or conflict of law provision or rule that would apply the laws of any other jurisdiction. Any suit relating to this Agreement must be brought in the competent courts of Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

For: Spirit Airlines, Inc.



By: Charles A. Ruc

Title: VP Supply Chain

For: Prime Flight Aviation Services



By: Hiram Cox

Title: Sec Treas

SECOND CONTRACT AMENDMENT
between
PRIME FLIGHT AVIATION SERVICES
and
SPIRIT AIRLINES, INC.

PRIME FLIGHT AVIATION SERVICES. ("Handling Company") and SPIRIT AIRLINES, INC. ("Carrier") hereby enter into this First Contract Amendment ("Amendment"), effective February 1, 2015. For purposes of this Amendment, Handling Company and Carrier shall collectively be referred to as the "Parties."

This Amendment is applicable solely to Carrier's operations conducted from New York La Guardia Airport, (LGA).

The Parties wish to change the pricing as stated in sub paragraph 1.2 to the following:

1.2 For the services enumerated above, the charges will be as follows:

Wheelchair Service - per hour

Baggage Service - per hour

Over Time and Holiday rates will be billed as follows:

Wheelchair Service - per hour

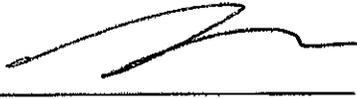
Baggage Service - per hour

It is expressly agreed and understood that all of the terms and conditions of Annex B.1, effective November 1, 2013, shall continue to be binding upon the parties except as expressly modified by this Amendment.

SPIRIT AIRLINES, INC.

PRIME FLIGHT AVIATION SERVICES

By: 

By: 

Name: Charles A. Rue

Name: Hiram Cox

Title: VP Supply Chain

Title: 4-6-15



CONFIRMATION OF SERVICES

Date:	<u>6/5/2015</u>
Customer:	<u>SPIRIT</u>
Location:	<u>LGA - LA GUARDIA INT'L AIRPORT</u>

Billing Address: _____

Services: TKTQUE

Effective Date: 7/1/2015 Committee: YES

Why is this COS necessary? [Check one]

New Services: Rate Adjustment: Other: _____

Terms. **CANCELLATION:** The contract may be cancelled by either party upon thirty (30) days prior written notice to the other party.

ALLOCATION 80/20 Committee Relationship Terms & Conditions:

The services will be supplied uniformly and without discrimination to all airlines (the "Contracting Airlines") that agree to utilize PrimeFlight's services at the Airport at the price specified in this Exhibit and the resulting total monthly charges (calculated as the sum of all charges for the service during the month to the Contracting Airlines at the Airport) will be distributed among the Contracting Airlines in the following manner:

- a) Twenty percent (20%) of the amount due PrimeFlight from all airlines shall be divided equally among all airlines using PrimeFlight's services.
- b) Eighty percent (80%) of such amount shall be divided among all the airlines using PrimeFlight's services so that each airline shall pay its proportion thereof. The number of passengers of such individual airline enplaning at the airport bears to the number of passengers of all airlines that use PrimeFlight's services at the airport during the month in question.

Rates: Hourly Pricing

Position	Regular	Overtime	Holiday
TKTQUE			

Holidays: New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

Both parties agree that this document represents the Confirmation of the Service to be delivered at the location(s) listed under "Location" herein and that the terms outlined in this letter shall control only until the execution of a CORE SERVICE AGREEMENT (hereinafter AGREEMENT) between both parties. If an AGREEMENT is currently in force and effect, the terms and conditions of the AGREEMENT will control and any and all Amendment(s), Exhibit(s) and/or special condition(s) shall be attached to, and incorporated into the AGREEMENT by reference

Both parties understand and agree that any and all Reporting Data shall be submitted to PrimeFlight up to, but not to exceed, the fifth (5th) business day after the last day of the preceding month.

Acknowledgment: Michael S. Purchon Date: 10 AUG 2015
(Signature - Customer Representative)

David Mortomano Date: 7/1/2015
(Signature - PrimeFlight Representative)

Copy: Customer, PrimeFlight

Notes: _____



December 30, 2016

SPIRIT AIRLINES

RE: NEW YORK MIN WAGE MANDATES

On December 28th, the State of New York finalized the amended Part 141-1 with the following mandates that will affect minimum wage, tip allowance and uniform maintenance rates effective December 31, 2016. The state generated Wage Order Summary for Miscellaneous Industries is attached and below is a summary for LGA::

Current min wage rate: (regulated by the Port Auth of NY&NJ)	\$10.10	Allowance for Tips: Wage:	\$ 1.35 Low, \$ 2.20 High \$ 8.75 \$ 7.90
New min wage rate:	\$11.00	Allowance for Tips: Wage:	\$ 1.65 Low, \$ 2.70 High \$ 9.35 \$ 8.30
Current Uniform Maintenance:	\$11.20 High, \$ 8.85 Medium, \$ 5.35 Low		
New Uniform maintenance:	\$13.70 High, \$10.80 Medium, \$ 6.55 Low		

These mandates will have an impact on current wages we pay and thus the rates we charge. PrimeFlight makes every effort to provide quality services as cost-efficiently as possible but these changes will require an update to the rate schedule as you can understand. The impact to the bill rates are below:

Position	Current Rates			New rates eff 12/31/16		
	REG	OT	HOL	REG	OT	HOL
TKTQUE						
WHL						
BAGR						

PrimeFlight appreciates your business and your support and we look forward to working through these changes with you. If you have any questions, please feel free to email me at sleonard@primeflight.com or call me at 615-681-7940.

All other terms and provisions set forth in the Agreement shall remain unchanged. SPIRIT agrees to the above rate increase at LGA. Thank you, as always for your support and understanding of these government-imposed requirements that affect bill rates.

SPIRIT AIRLINES

By _____

Print Name _____

Title _____

Date _____

Sincerely,

Steven Leonard
Sr. Vice President

EXHIBIT E-6

CORE AIRPORT SUPPORT SERVICES AGREEMENT

This Core Airport Support Services Agreement ("Agreement"), effective January 1, 2016, is by and between **SOUTHWEST AIRLINES CO.** (hereinafter "Southwest"), whose principal address is 2702 Love Field Drive, Dallas, Texas 75235, and **PrimeFlight Aviation Services, Inc.** (hereinafter "Contractor"), whose principal address is 7135 Charlotte Pike, Suite 100 Nashville, TN 37209.

WHEREAS, Southwest is a provider of air transportation services;

WHEREAS, Contractor is a provider of airport support services; and

WHEREAS, Southwest and Contractor desire to set forth the terms under which Contractor shall provide certain airport support services to Southwest.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **SERVICES.** Contractor shall perform those airport support services for Southwest described in Exhibit A (including all sub-Exhibits thereto) ("Services") for each airport described in a Service Order (each a "Service Order") at the locations (each, a "Service Location") as set forth in applicable Service Order. Each Service Order shall be in substantially the form of Exhibit A hereto and signed and dated by both parties. Contractor shall perform such Services at each Service Location in accordance with the Service Specifications and Job Descriptions as set forth in Exhibits A-1 through A-5 attached hereto. Contractor also agrees to follow any and all additional written instructions from Southwest that are reasonable regarding the standards to be satisfied in performing Services pursuant to this Agreement. Contractor shall timely perform all Services with due diligence and in a good, workmanlike and safe manner in accordance with the highest industry standards and the specifications and/or instructions of Southwest and any applicable airport or Governmental Agency (as defined in Section 6). Contractor may not subcontract any portion of the Services performed under this Agreement without the prior written consent of Southwest.

This Agreement is a non-exclusive master services contract which shall be the underlying document controlling all Services performed by Contractor for the duration of this Agreement, and shall be specifically applicable to and shall control each rendition of Services requested by Southwest and undertaken by Contractor. To be effective, each such request and undertaking shall be set out in a Service Order specifying the Services to be rendered, the Service Location and the rates of compensation. Mere execution of this Agreement by the parties shall not be construed as an obligation of Southwest or Contractor to enter into a Service Order for Services. Each Service Order will be an independent attachment to this Agreement and governed by the terms hereof. In the event of a conflict between the terms of this Agreement and the terms of a Service Order, the terms of the Service Order will govern, but only to the extent applicable to the Services contemplated by such Service Order.

2. **COMPLAINTS RESOLUTION.** In connection with Contractor's rendering of any Services, Contractor shall designate a Service representative (each, a "Contractor Service Rep.") at each Service Location and a corporate level single point of contact (hereinafter "Contractor Corporate Rep.") to address Service deficiencies and other issues related to the performance of Services pursuant to this

Agreement. In the event such Contractor Service Rep. fails to resolve Service deficiencies to the reasonable satisfaction of the local Southwest manager ("Station Management"), the relevant Station Management shall notify Southwest's corporate level representative (hereinafter "Southwest Corporate Rep.") regarding such Service deficiencies. The Southwest Corporate Rep., if necessary, shall notify Contractor Corporate Rep., who shall resolve Service deficiencies to the reasonable satisfaction of Southwest within a reasonable amount of time, but in no event shall any such Service deficiency remain unresolved for a period in excess of fourteen (14) days from the date the Service deficiency is brought to the attention of Contractor Corporate Rep.; provided, however, that should such deficiency possibly result in the cessation or delay of Southwest's operations, such deficiency shall be resolved immediately.

The Contractor Corporate Rep. and the Southwest Corporate Rep. shall conduct formal review meetings as Southwest may require to evaluate the performance of Contractor with respect to Services performed under this Agreement ("Formal Review Meeting"). Goals to be achieved by Contractor prior to any subsequent Formal Review Meeting shall be established at each meeting.

3. RATES OF PAY AND TAXES. Contractor shall bill Southwest at the specific rates set forth in each Service Order relating to the relevant Service Location for the Services supplied to Southwest at such Service Location. If there is enacted any law, regulation, ruling or other such mandate of any governmental authority having jurisdiction over the subject matter of this Agreement, which materially alters the hours of service, rates of pay, working conditions or costs of providing the Services, the party that is affected may request that the other party amend this Agreement or the applicable Service Order to take into account these increased/decreased costs. If Southwest and Contractor fail to reach agreement on the new rates, either party may terminate this Agreement in whole or as it relates to the relevant Service Location upon sixty (60) days written notice to the other party.

Southwest will be responsible for sales and use taxes and like charges imposed with respect to Services provided by Contractor, except for taxes based on Contractor's net income, net worth, capital or franchise taxes, margin taxes, gross receipts taxes, excess profit taxes or other taxes levied on Contractor's business imposed by any federal, state or local government in connection with this Agreement. These charges will be listed as separate line items on Contractor's invoice. Southwest shall have the right to contest the validity and payment of any tax allegedly owed under this Section 3. Contractor agrees to cooperate with Southwest in all such contests. In the event Southwest elects to contest the validity and payment of any tax, Southwest shall not be required to pay any such tax until the contest is resolved. Southwest shall not be responsible for any penalties or late charges assessed due to Contractor's negligence. Southwest reserves the right to intervene in any dispute with a taxing authority as to the taxability of the transactions or Services provided pursuant to this Agreement. In the event such tax is paid and all or any part of such taxes are subsequently refunded to Contractor, Contractor will repay Southwest such part thereof as Southwest will have paid.

Southwest will not pay overtime on regularly scheduled hours of Contractor Personnel. In the event that Contractor and Southwest determine overtime hours are necessary in order to perform the Services hereunder at the relevant Service Location, then Contractor must obtain prior written approval from the applicable Station Management at the appropriate Service Location. Contractor agrees not to invoice Southwest for any overtime rates unless such prior approval has been obtained from the appropriate Southwest Station Management.

4. INVOICES/PAYMENT. Unless otherwise set forth herein, Contractor shall email an invoice to SWAINVOICENONPO@WNCO.COM, copying GROUNDOPERATIONSOUTSOURCEDSERVICES@WNCO.COM, for each Service Location monthly, on or before the 15th of the month following the applicable service period, as specified in the relevant Service Order for Services supplied on an independent or joint-use basis. Each invoice shall be deemed to be the correct information of the Contractor after fifteen (15) business days from the date of issuance by Contractor. After fifteen (15) business days, the invoice shall be deemed correct and Contractor can make no changes to the invoice for Contractor's benefit. A 1% discount shall be taken off each invoice, from the total amount owed by Southwest, for invoices received by the Service Location after the 15th of the month following the applicable monthly service period. Each invoice shall include applicable cost center, applicable account codes, unit price, total price, sales tax, adjustments and credits, grand total and any other information reasonably requested by Southwest for all Services provided at such Service Location and all other items set forth in Exhibit B hereto and shall be in a format similar to Exhibit B attached hereto. In addition, Contractor shall provide such documentation as Southwest may reasonably request to support Contractor's invoices. At the request of any applicable Station Management, Contractor shall send invoices electronically as directed by Station Management. Southwest will pay all undisputed amounts within forty five (45) days after receipt of the invoice. Invoices received with incomplete information/documentation, including applicable cost center number, and account codes will be returned unpaid to Contractor for completion. In the event Southwest requires an electronic data interchange (hereinafter "EDI") system, Contractor agrees to invoice Southwest and to permit Southwest to pay such invoices in accordance with that system.

Contractor shall utilize functional biometric time clocks at each Service Location that are accessible to all Contractor Personnel for the purpose of signing in and out of their workday. The equipment must provide reporting capability for use as back-up to invoices as may be requested by Southwest from time to time. Man hours that are not recorded in this manner will not be approved for payment. Contractor hereby agrees to have biometric time clocks at all Service Locations within twelve (12) months of the date of this Agreement.

Contractor will send a monthly data file in a format depicted in Exhibit D electronically to PaxServices@wnco.com on or before the 15th of the month following the applicable monthly service period.

To the extent Services are provided to Southwest and any other airline on a joint-use basis (hereinafter "Participating Airlines"), Contractor shall pro-rate joint-use charges according to the local billing formula. The resulting charges shall be billed on combined reports published to all Participating Airlines. With respect to Services rendered on a joint-use basis, Southwest shall be required to pay only its pro-rata amount. The pro-rata amount owed by other Participating Airlines shall be invoiced to the other Participating Airlines by Contractor, and Southwest shall have no liability for such amounts.

In the event of a disputed invoice, Contractor will terminate the disputed invoice and re-issue two (2) invoices, one detailing the undisputed amount and the other detailing the disputed amount, and Southwest agrees to make payment to Contractor of all undisputed amounts due under such invoices, and the parties shall in good faith attempt to resolve any disputed amount. Southwest agrees to make payment to Contractor of all undisputed amounts due under such invoices, and the parties shall in good faith attempt to resolve any disputed amount. To resolve disputes, it is the responsibility of Southwest, within

15 business days to provide specific dispute information and validation of disputed amounts. Failure to provide validated cause for dispute within 15 business days shall render the invoice true and billed and Southwest shall pay it in full. In the case of a dispute concerning an invoice, the payment period as to such disputed amount shall be tolled until the dispute is resolved. Southwest shall continue to pay all undisputed invoices, which are due and payable in accordance with the terms of this Agreement until the account is settled.

5. DISCOUNT. Contractor will offer discounts off the amounts set forth in the applicable Service Order to Southwest for Services as stated below:

- discount for the following airports: ABQ, ALB, BUF, JAX, LGA, MKE, MSP, OMA, PBI, PHL, and SFO.
- Volume Discount for the following airports: CMH, ISP, SEA, and on up to in new contracts awarded for airports other than those where Contractor currently provides any service to Southwest as of the date of this Agreement

6. PERSONNEL. The individuals providing the Services hereunder are defined as "Contractor Personnel." Contractor shall only provide qualified, reliable, competent, courteous and well-groomed Contractor Personnel who present themselves with high standards of customer service and who have been trained and certified in accordance with all requirements of any and all applicable laws, ordinances, regulations and codes of any federal (including, without limitation, the Transportation Security Administration and the Federal Aviation Administration), state, county, municipal, local (including any applicable airport authority) or other governmental authority (hereinafter, referred to as "Governmental Agencies" or a "Governmental Agency"). Contractor shall ensure that the Contractor Personnel perform all Services under this Agreement in a safe, courteous and professional manner. Contractor shall ensure that such Contractor Personnel shall, while on duty, wear a uniform supplied by Contractor and conspicuously display a photo identification badge which complies with all requirements of Southwest and any Governmental Agencies. Contractor shall also ensure that all Contractor Personnel, while on duty, shall not participate in any activities that will take the focus off their assigned responsibilities or be under the influence of any illegal drugs and/or alcohol. Contractor shall require that Contractor Personnel not use personal cell phones while on duty except in the event of a legitimate emergency. In the event of a legitimate emergency, Contractor's managers shall ensure that the provision of Services is not adversely affected.

Contractor warrants that all Contractor Personnel shall comply with all applicable laws and shall perform their duties in a responsible manner. Contractor expressly acknowledges that any negligent or illegal act by any Contractor Personnel will constitute a material breach of this warranty.

Contractor shall ensure that all Contractor Personnel shall be eighteen (18) years of age or older; be legally authorized to be employed in the United States; and have all requisite skills and abilities necessary to provide the Services. Contractor warrants that it is in compliance with, and shall at all times remain in compliance with all laws regarding recruitment, hiring and employment of all Contractor Personnel, including, but not limited to, the Immigration Reform and Control Act of 1986 (IRCA).

Contractor shall ensure that all Contractor Personnel with customer contact and management staff are able to communicate effectively in English. All of Contractor's management staff must be able to communicate effectively with all Contractor Personnel who they oversee. Contractor warrants that it is an

equal employment opportunity employer and that it will not discriminate against any Contractor Personnel or any of its other employees on the basis of any characteristic protected by law, including race, religion, color, national origin, age, sex, marital status, veteran status, physical or mental disability, pregnancy, sexual orientation or because an employee has reported a violation or suspected violation of any rule, regulation or law.

Contractor is solely responsible for compliance with all wage laws, employment laws, labor laws and immigration laws with respect to the Contractor Personnel. Contractor represents that it shall strictly comply with all such laws. For the avoidance of doubt, Contractor assumes sole responsibility for the payment of wages and providing any and all benefits to Contractor Personnel. Contractor is solely responsible for all payroll processing and related services for Contractor Personnel, including but not limited to: the collection of payroll taxes; the payment of payroll taxes; the making of payroll tax deductions and filings, including deductions and payments for income and similar tax requirements under all applicable laws; personnel record maintenance; insurance withholdings; benefit-related withholdings; benefit plan processing and the provision of all tax forms, including annual W-2 forms. Contractor will make all tax withholdings, deposits and filings with respect to Contractor Personnel on a timely basis and will promptly remit such taxes and filings to the proper Governmental Agency.

7. SUPERVISION. Contractor must provide adequate supervisory staffing of Contractor Personnel to meet the service standards set forth herein. Contractor must provide management employees at each Service Location to be able to supervise Contractor Personnel and oversee the provision of Services at such Service Location. Contractor must provide management employees for on-site supervision during all hours in which Contractor Personnel are performing Services. "On-site" refers to on airport property or Southwest facility. Contractor must provide an auditable account of Contractor's full-time, management employees allocating the proportion of time dedicated to overseeing the provision of Services.

Contractor shall exercise complete control over all Contractor Personnel, including those who are management employees and onsite supervisors. Contractor shall be responsible for direct supervision of all phases of the Services being performed to ensure completion of the Services in accordance with the terms of the applicable Service Order and this Agreement.

If Contractor supports multiple customers, including Southwest, using the same or similar services at a Service Location, Contractor must ensure no material or adverse impacts on Contractor's ability to perform its obligations to Southwest, at such Service Location, including the achievement of agreed upon service levels as defined in the Exhibits. Contractor must also ensure that Southwest is not materially or adversely affected in how it conducts its business or operations as a result of Contractor providing services to multiple customers at the Service Location.

Contractor's management staff must be responsible for effectively communicating to Contractor Personnel their assigned duties for Services. Contractor Service Rep. must engage in adequate and regularly scheduled communication with Station Management at each Service Location, either by phone or in person. Contractor Service Rep. must be available to the relevant Station Management via email and voicemail at all times in case of emergency. Contractor Service Rep. must attend scheduled weekly meetings with the relevant Station Management to discuss, among other things, performance, staffing requirements, and upcoming events. For Services, Contractor must maintain and make available a current Employee Operations Manual ("EOM") at the work site at all times. This EOM must be made

available for review and audit upon request of Southwest. Contractor's management staff is responsible for effectively communicating to Contractor Personnel the current procedures, such as job descriptions, agreed upon specifications by position as well as all other airport and service procedures for Services at the Service Location. This information and any and all applicable procedures must be adhered to by all Contractor Personnel and clearly stated in the EOM.

8. REMOVAL OF PERSONNEL. Southwest shall not have the authority to hire, fire or discipline any Contractor Personnel. Contractor agrees that upon written request by Southwest, Contractor will address any concerns about particular Contractor Personnel and, if necessary, remove from the provision of Services any Contractor Personnel who displays improper conduct or is deemed not qualified or necessary to perform the work assigned.

9. TRAINING. At Southwest's sole discretion, Southwest shall provide at Southwest's sole cost and expense, Initial Station Training Supervisor (STS) training and any subsequent training to a designated supervisor of Contractor (the "Contract Supervisor"). This Contract Supervisor will be considered the Contractor's Station Training Supervisor (STS). The STS will serve as the training liaison, and will also conduct Instructor-led training and/or coordinate and ensure that online training is completed within the prescribed timeframes to meet compliance deadlines. Southwest will provide the Contractor STS with a train-the-trainer for these topics.

A Southwest Trainer or Contractor's STS shall, at Southwest's sole cost and expense, provide all Southwest-required or Southwest-necessitated initial and recurrent training (except as specifically set forth herein) of all Contractor Personnel who shall work at each Service Location pursuant to this Agreement; training will cover applicable policy, procedures, systems, and application. Before being assigned to perform Services under this Agreement, all Contractor Personnel shall receive training by either a Southwest Trainer or a Contractor STS as necessary to enable them to perform such Services. Contractor will be responsible for the costs of any future training deemed necessary or required due to Contractor Personnel departures or due to failure of its personnel while in training.

Such Southwest-provided training, including but not limited to initial training of newly hired personnel as well as for refresher/recurrent courses of Contractor Personnel, may occur on-site at the relevant Service Location, at Southwest headquarters in Dallas, or at a regional location at Southwest's sole discretion. Southwest shall advise Contractor of the training location at least seven (7) days before such training. For training on-site at the Service Location, Contractor shall ensure the following are provided:

- Training room to accommodate the number of Contractor Personnel requiring training;
- Access to the internet;
- PC with sound and web browser;
- A sufficient number of computers to meet Southwest deadlines for the number of Contractor Personnel requiring training; and
- Ability to maintain training records using Southwest's electronic record keeping system.

Southwest shall have the right to review, audit and comment upon any Contractor-prepared training materials. Before being assigned to perform Services under this Agreement, all Contractor Personnel shall receive training by either Southwest or Contractor as necessary to enable the performance

of Services. Training shall be conducted in compliance with all requirements of Southwest and with any applicable requirements of Governmental Agencies, including, but not limited to, the U.S. Environmental Protection Agency and the Occupational Safety and Health Administration. Contractor will provide an affidavit to Southwest that the Contractor Personnel are trained and qualified under such regulations. Contractor shall be responsible for maintaining complete training and employee records for each Service Location as required by Southwest and any applicable requirements by the appropriate airport or Governmental Agencies, and shall be responsible for 100% of any fines or penalties levied related to inadequate record keeping or training. Such records shall be made available to Southwest or its representatives for review during normal business hours upon three (3) days' notice to Contractor. Contractor must ensure that the positions of all Contractor Personnel engaged in training are covered with no interruption of Services to Southwest.

Contractor will be required to create and maintain records for its Personnel in Southwest's vendor management system, Beeline or any other vendor management system Southwest may choose to use. Southwest will ensure each Contractor obtains access to and receives training for the use of this system.

10. INDEPENDENT CONTRACTOR. Contractor shall be deemed to be, for all purposes, an independent contractor of Southwest and this Agreement does not create, nor shall it be construed to create, a joint venture, partnership, partnership relation, agency or employment relationship. In no event shall any Contractor Personnel (which, for purposes of this Section 10, shall include Contractor's employees, directors, officers and agents in addition to the Contractor Personnel defined in Section 6) be deemed to be employees of Southwest or any of its affiliates or subsidiaries. Notwithstanding the site of the performance of their obligations or any actions by Southwest, Contractor Personnel shall remain employees of Contractor at all times when providing the Services and at the Service Locations, and neither this Agreement nor any action taken pursuant to this Agreement shall create an employment relationship between Southwest or its affiliates or subsidiaries and any Contractor Personnel. Contractor Personnel shall not at any time be entitled to any employment rights or benefits from, or sponsored by, Southwest or its affiliates or subsidiaries (including, without limitation, pension or welfare benefit plans, programs or arrangements of Southwest or its affiliates or subsidiaries) or have any power to bind or commit Southwest or its affiliates or subsidiaries or otherwise act on their behalf.

Contractor is free to provide services to other customers and entities as long as Contractor does not violate any of the terms of this Agreement or the relevant Service Order. Contractor's engagement to perform Services under this Agreement is non-exclusive and Southwest may, at its discretion, engage other contractors and/or its own employees to perform the Services or any other services.

11. STAFFING. The Contractor Service Rep. at each Service Location shall submit written staffing recommendations to the relevant Station Management regarding the number of Contractor Personnel it hires, the hours it expects to be worked in providing Services, and overtime or holiday work schedules that will attend to providing such Services. Such staffing recommendations shall be in accordance with reasonably anticipated passenger flows. The relevant Station Management has the absolute right to approve or disapprove such staffing recommendations. Contractor represents and agrees that it will use its best efforts to provide sufficient personnel to fulfill Southwest's requirements under this Agreement, and that the inability to do so shall constitute a breach of this Agreement.

Contractor shall be responsible to pay all costs associated with any security or background screening required by any airport authority, or Governmental Agencies with respect to Contractor

Personnel, regardless of pass or fail results. Upon request, Contractor shall provide Southwest confirmation that its Contractor Personnel were cleared by background screenings. If any of these required screenings are conducted and charged to a Southwest account, Contractor shall issue a credit invoice to Southwest for the amount and the actual fees will be deducted from the Contractor's next invoice following the charge to Southwest. Any test screening results that are required by the above mentioned agencies on behalf of the Contractor and not claimed after 30 days also will be the sole financial responsibility of the Contractor.

12. ADJUSTMENT OF HOURS. Contractor agrees that Southwest shall have the right at any time to adjust the hours of Services provided by Contractor, provided that Southwest gives not less than forty-eight (48) hours written notice to Contractor.

13. EQUIPMENT AND OTHER SUPPLIES. Southwest will provide or make provisions for all wheelchairs and aisle chairs required to perform Services through its equipment supplier, Aviation Mobility, LLC ("Aviation Mobility"). Included in Southwest's equipment lease cost with Aviation Mobility is the maintenance and/or replacement of such equipment used by Contractor in the provision of Services; provided, however, that Contractor will be responsible for the management of such Equipment in coordination with Aviation Mobility. Contractor is required to indemnify Southwest for all costs, damages, liabilities, expenses, demands, suits or judgments arising out of or caused by the negligence or willful misconduct of Contractor's use of Southwest equipment.

Contractor is responsible for the management and daily inventory of this equipment during the term of this Agreement and Service Order as it relates to a Service Location. Southwest shall have the right to review and audit the condition, service records and quantity of equipment at any time during the term of this Agreement and Service Order as it relates to a Service Location. Within fifteen (15) days after completion of such audit, Southwest and Contractor shall review the results of the audit. Contractor agrees that within fifteen (15) days after such review all issues with the condition and quantity of equipment will be resolved to the satisfaction of Southwest.

Radios, tablets or other station-specific technology that are required as well as all related devices shall be supplied and maintained by Contractor. Contractor agrees to have an adequate supply of such equipment to meet the needs of each Service Location for the period Contractor is providing Services. Contractor shall be responsible for the costs, maintenance and replacement of such equipment for the period Contractor is providing Services. All necessary and required equipment and maintenance services must be in place prior to commencement of Services by Contractor at the relevant Service Location.

14. REPORTS/RECORDS. Contractor shall maintain records and accounts (including, but not limited to, financial, accounting, banking, training and personnel records) related to the performance of Services ("Contractor Records") for five (5) years following the termination of this Agreement or the applicable Service Order, whichever is later. Upon reasonable notice and during normal business hours, Contractor Records shall be open for inspection, examination, audit and copying by Southwest or its designees and any applicable Governmental Agency during the term of this Agreement or the applicable Service Order and for five (5) years thereafter. Southwest or its designated representatives, and applicable Governmental Agencies, upon reasonable notice to the Contractor, shall have the right to conduct audits of the Contractor's operation. Such an audit may consist of access to all aspects of Services, including, but not limited to: (i) general controls and security practices and procedures, (ii) change and problem

management processes and procedures, (iii) invoice processing, (iv) service level compliance, and (v) resource consumption. Contractor will allow reasonable access, during normal business hours and upon reasonable notice, to all pertinent records, documentation, computer systems, data, personnel, and processing areas as related to the performance of Services under this Agreement as Southwest deems necessary to accurately and effectively complete their audit engagement. Southwest will take all reasonable steps to ensure that its audit will not materially impact Contractor's business or operations. Southwest shall provide results of audits and Contractor shall promptly take the appropriate corrective actions and communicate back to Southwest within ten (10) business days of Southwest's providing the audit results. Contractor shall reconcile its books and records in accordance with the results of any such audit, and Southwest or Contractor, as the case may be, shall promptly pay any adjustments necessary to give effect to such reconciliation.

Contractor shall notify Southwest within 24 hours in the event of any breach or suspected breach in the security of its network, computer system or facilities providing access to Southwest data. For all breaches, Contractor will fully cooperate with Southwest to conduct an audit to determine the cause of such breach. In the event of any breach of Confidential Information, Contractor will immediately notify Southwest in writing, and fully indemnify and hold Southwest harmless from any and all third party claims and damages incurred by Southwest as a result of any such breach of security. The provisions of this Section shall survive termination of this Agreement.

15. PERFORMANCE MANAGEMENT. Southwest will provide key performance indicators as part of its services specifications. Southwest expects Contractor to adhere to the Key Performance Indicators ("KPIs") included in Exhibit C. If Contractor does not achieve a monthly KPI for any given month, Contractor and Southwest will agree on a corrective course of action in the following formal review meeting.

16. COMPLIANCE WITH LEGAL REQUIREMENTS / REGULATIONS. Contractor shall comply with, and shall ensure that all Contractor Personnel comply with, all applicable laws, ordinances, regulations and codes of any Governmental Agencies, including, but not limited to: FAR 52.219-8 and FAR 52.219-9, 49 CFR 1542 & 1544 or such regulations as may replace or supersede such regulations, including the Civil Rights Act 1964, as amended; the Equal Employment Opportunity and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs; the Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled; the Affirmative Action Clause in 38 USC Section 2012 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era; the Air Carrier Access Act of 1986 as set forth in 14 CFR Section 382, as amended, relative to non-discrimination on the basis of disability; and the Air Carrier Access Act of 1986 and implementing regulations of the Department of Transportation as set forth in 14 CFR Part 382.

Contractor shall conduct adequate background investigations of all Contractor Personnel and its other employees hired after November 1, 1985, that have unescorted access to any area at each Service Location controlled for security reasons. Adequate background checks will include, at a minimum and to the extent permitted by law, verification of prior employment in the preceding ten (10) years.

Contractor shall secure, at its cost and expense, all required permits, licenses, certificates, approvals, and inspections necessary to perform the Services.

17. EMERGENCY RESPONSE. It is the responsibility of Contractor to understand Southwest's Station Emergency Plan and the Airport Emergency Response Plan and Contractor shall provide support to Southwest in the event of an emergency, except to the extent such emergency prevents Contractor from performing the services due to circumstances or events beyond its reasonable control as provided under Section 25(f) hereof and operations at the affected Service Location have been suspended.

Southwest will provide Contractor with its current emergency procedures and related resources. Contractor shall provide emergency contact information to Southwest's Emergency Response Department and any future changes to that information and shall participate in airport drills in order to practice emergency response procedures.

In case of an emergency, Contractor shall activate Southwest's Station Emergency Plan in conjunction with the Airport Emergency Response Plan. Contractor shall make immediate notification to Southwest and establish open-line communications, keeping Southwest apprised of relevant information pertaining to the emergency and Contractor's response efforts. Contractor shall follow all other reasonable instructions provided by Southwest in connection with the emergency.

Contractor shall take all reasonable measures (including those outlined in Southwest's Station Emergency Plan) to assist passengers, crew and family members, and to safeguard and protect from loss or damage all property involved in the emergency, including baggage, cargo and mail carried in the aircraft, in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of Southwest and shall be held confidential by Contractor, unless such documentation and information is specifically required by applicable law or by governmental or local authorities' regulations. Southwest shall reimburse Contractor for reasonable expenses and disbursements incurred in rendering such assistance.

Southwest's or Contractor's Station Training Supervisor ("STS") shall, at Southwest's sole cost and expense, provide all Southwest-required or Southwest-necessitated initial and recurrent Emergency Response training of all Contractor Personnel who shall work at the Service Location. Contractor shall be responsible for maintaining complete Emergency Response training and personnel records as required by Southwest and any applicable requirements by the appropriate or governmental agencies. Southwest shall have the right to review, audit and comment upon any Emergency Response training materials, resources and training records.

18. INDEMNIFICATION. Contractor agrees to indemnify, defend and hold harmless Southwest, its affiliates, the relevant airport authority and the directors, officers, agents and employees of each (collectively, the "Southwest Indemnitees"), from and against all damages, liabilities, demands, suits or judgments, including attorneys' fees and other costs and expenses of defense, because of harm (including, but not limited to, harm arising from false arrests, assault, battery, searches, libel or slander), injury or death to persons; or loss, damage or destruction to property, including the property of Southwest, Contractor, and third persons, to the extent caused by, arising from or related to violations of any obligations of Contractor under this Agreement, the performance of Services, or the negligence or willful misconduct of Contractor, its directors, officers, agents or employees (including Contractor Personnel) except to the extent arising from or caused by the negligence or willful misconduct of Southwest.

Contractor also agrees to indemnify, defend and hold harmless the Southwest Indemnitees from any civil penalty, damages, liabilities, demands, suits or judgments which may be levied or asserted against a Southwest Indemnitee and attorneys' fees and costs for defense, as a result of a violation of any law, regulation or order (including but not limited to any FAR as applicable and any employment, labor, and wage and hour law or regulation) committed by Contractor, its directors, officers, agents or employees (including Contractor Personnel).

The obligations and responsibilities contained in this Section are continuing obligations and responsibilities and shall survive the expiration or prior termination of this Agreement and any Service Orders under this Agreement. Neither party will be liable to the other for exemplary, indirect, consequential or punitive damages including, without limitation, those arising from business interruption or loss of profits.

19. INSURANCE. Contractor, at its sole cost and expense, shall procure and maintain in full force and effect during the term of this Agreement and any Service Order under this Agreement, policies of insurance of the types and in the minimum amounts as set forth below:

(a) Workers' Compensation Insurance and Occupational Disease insurance subject to the laws of the applicable jurisdiction(s) covering all persons employed by Contractor engaged in the performance of the Services. Such coverage shall include Employer's Liability up to a limit of \$

(b) Comprehensive General Liability Coverage including bodily injury and property damage (which coverage shall include, but will not be limited to: false arrest, detention, imprisonment, assault, battery, malicious prosecution, libel, slander, defamation of character, violation of right of privacy, and property damage, including, but not limited to, loss of articles from hand-carried items handled by Contractor Personnel), for a total combined single limit of primary and excess coverage in the amount of for each and every loss overall.

Such Comprehensive General Liability coverage shall provide that the indemnification and hold harmless provisions of Contractor under this Agreement are insured under Contractor's blanket contractual liability coverage. Such coverage shall also provide that Southwest is named as an additional insured and that said insurance is primary with respect to the liabilities assumed under this Agreement, irrespective of any insurance carried by Southwest; provided that, as respects the interests of Southwest, this insurance shall not be invalidated by any breach of warranty by Contractor.

(c) Automobile Liability (if applicable, for both owned and hired vehicles) for a total combined single limit of primary and excess coverage in the amount of for each and every loss overall.

All required insurance set forth in this Section 19 shall further:

- I. Provide that Southwest, its affiliates, the relevant airport authorities, directors, officers, agents and employees are named as Additional Insureds (except as it relates to Workers' Compensation Insurance).
- II. Provide that such insurance shall be primary in all instances involving Southwest, another Airline, or the relevant airport authorities.
- III. Provide Contractual Liability coverage for the liability, indemnity and hold harmless obligations assumed under the terms of this Agreement.

IV. Provide a waiver of subrogation rights in favor of Southwest, the relevant airport authorities or their insurers.

V. Provide thirty (30) days prior written notice by registered mail of cancellation or adverse material change in coverage.

Prior to the commencement date of any Service Order and on each policy renewal date, Contractor shall deliver certificates of insurance to Southwest at the email address below, evidencing compliance with the insurance provisions of this Agreement. All of the above insurance shall be written through a company or companies reasonably satisfactory to Southwest. Southwest may request such certificates of insurance from Contractor from time to time. These certificates of insurance shall be of a type that obligates the insurer to notify Southwest in writing at least thirty (30) days in advance of the effective date in the event of any adverse material change in, non-renewal or cancellation of such insurance.

If Contractor fails to provide or maintain during the term of this Agreement the insurance required by this Section, Southwest may terminate this Agreement and each Service Order in whole or as it applies to any of the Service Locations effective immediately upon written notice to Contractor. Alternatively, Southwest may, but will not be obligated to, obtain such insurance coverages not obtained by Contractor and deduct the cost thereof from any payments due to Contractor hereunder and/or otherwise seek reimbursement by Contractor. Certificates of insurance and other related insurance notices shall be sent via e-mail to Insurance@wnco.com. Do not mail the certificate. For purposes of completing the standard certificate of insurance form and adding the required insurance policy endorsements, the certificate holder address is:

**SOUTHWEST AIRLINES CO.
2702 Love Field Drive
Dallas, Texas 75235-1611**

20. TERM AND TERMINATION. Subject to the provisions of this Section and Section 21 below, the term of this Agreement shall be three (3) years commencing on the date first written above. Notices of termination are to be given in accordance with Section 24 below. Neither party shall, by the termination of this Agreement or a Service Order, be relieved of its respective obligations and liabilities arising from, or incident to, Services performed pursuant to this Agreement or such Service Order prior to the effectiveness of such termination. In the case of a termination of this Agreement at any Service Location, Contractor agrees to return any and all equipment owned by Southwest to the appropriate Southwest employee at such Service Location within five (5) days of the end of Service. In the event of loss or damage to Southwest owned equipment while in the Contractor's possession (unless caused by Southwest), Southwest will deduct the cost of said equipment (at replacement cost as mutually agreed by the parties) from a Contractor invoice.

21. DEFAULT. If either party (i) has breached any material provision of this Agreement or a Service Order, given thirty (30) calendar days to cure such breach (if curable), but fails to cure such breach, (ii) repeatedly breaches any provision of this Agreement, (iii) in the case of the Contractor only, repeatedly fails to resolve Service deficiencies in accordance with Section 2 of this Agreement, (iv) is unable to pay its obligations when due, (v) files a voluntary petition in bankruptcy, (vi) is adjudicated bankrupt or insolvent, (vii) makes a general assignment for the benefit of creditors, (viii) has a successor or trustee in bankruptcy or insolvency appointed for its business or property, (ix) suspends the operations

of a substantial portion of its business, or (x) fails to submit any required report when due (the foregoing shall hereinafter be referred to as "Event(s) of Default") than the breaching party shall be considered in default of this Agreement. Upon the occurrence of an Event of Default, the non-breaching party shall have the right, upon written notice to the breaching party, to immediately terminate this Agreement in whole or as it relates to any Service Location or Locations.

22. CONFIDENTIALITY. Contractor acknowledges that non-public information or data obtained by Contractor from Southwest in the performance of the Services or otherwise under this Agreement or any Service Order is and will remain the sole and exclusive property of Southwest. Contractor agrees that all Confidential Information (defined below) communicated to it by Southwest pursuant to this Agreement, or obtained by Contractor pursuant to this Agreement, will be deemed to have been received in strict confidence, will be used only for the purposes contemplated by this Agreement, and Contractor will use the same means as it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality thereof. Contractor shall ensure that no Confidential Information is disclosed by Contractor, its agents, representatives or employees (including Contractor Personnel) without the prior written consent of Southwest. For the purposes of this Agreement, the term "Confidential Information" shall mean all business, technical, or financial data, pricing, strategies, information, employee information, customer information, processes, technology and trade secrets, research, development, and business activities, whether in written, oral, or other form, including, but not limited to, methods of doing business and names of Southwest's customers, which are treated or identified as confidential or proprietary by Southwest or the disclosure of which might reasonably be construed to be contrary to the interest of Southwest. Except as otherwise required by applicable laws, rules or regulations, Contractor shall obtain Southwest's written consent prior to any publication, presentation, public announcement, press release or other disclosure to a third party concerning the relationship between the parties, the existence or terms and conditions of this Agreement, or referencing Southwest, or using its trade names, trademarks, logos, or service marks, which consent may be withheld in Southwest's sole discretion. Contractor acknowledges and agrees that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information, and such unauthorized disclosure or use will cause Southwest immediate and irreparable injury. In such cases, Southwest will be entitled, without waiving or prejudicing any other rights or remedies, to injunctive or equitable relief. The provisions of this Section are continuing obligations and responsibilities and shall survive the expiration or prior termination of this Agreement and any Service Orders. Nothing herein will prevent either party from supplying such information or making such statements or disclosures relating to this Agreement before any competent Governmental Agency, court or authority, or as a party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles (including, without limitation, statements or disclosures to such party's lawyers or accountants).

23. ASSIGNMENT. This Agreement is not assignable by either party without the prior written consent of the other party (such consent not to be unreasonably withheld, delayed or conditioned) and any such attempted assignment shall be void.

24. NOTICES. All notices required or permitted by this Agreement shall be in writing. Notice shall be deemed to have been duly given: when received, if personally delivered or delivered by a nationally recognized overnight delivery service with subsequent tracking confirmation; when transmitted, if transmitted by electronic fax, telecopy, e-mail or similar electronic transmission method (provided customary evidence of receipt is obtained); and five (5) days after it is sent, if mailed first class

U.S. Mail, postage prepaid. In each case, notice shall be sent to the parties at the addresses set forth below:

CONTRACTOR: **PRIMEFLIGHT AVIATION SERVICES, INC.**
7135 Charlotte Pike
Suite 100
Nashville, TN 37209
Attn: Carol Doezema, Contract Administrator
Email: cdoezema@smsholdings.com

SOUTHWEST: **SOUTHWEST AIRLINES CO.**
P. O. Box 36611
Dallas, Texas 75235-1611
Attn: Vice President – Supply Chain Management

Either party may change its address for notices by providing the other party written notice of the change of address in accordance with this Section.

25. MISCELLANEOUS PROVISIONS.

(a) This Agreement (including any Service Orders, any Exhibits and any amendments thereto) may be modified during the term of this Agreement only upon the express written consent between the parties hereto. Such modifications must be signed by a duly authorized representative of each party.

(b) This Agreement, together with all Service Orders, Exhibits, and attachments hereto and thereto, contains and constitutes the entire understanding of the parties hereto, and supersedes all previous agreements, oral or written, between Contractor and Southwest, and represents the whole and entire agreement between the parties regarding the subject matter herein.

(c) The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No waiver of any right or duty under this Agreement by either party shall be effective against such party unless in writing executed by an authorized representative of such party. No action or failure to act by Contractor or Southwest shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

(d) If any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court or Governmental Agency of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Contractor and Southwest shall be construed and enforced accordingly.

(e) Nothing contained in this Agreement creates or is intended to create or will be construed to create any right in or on behalf of, or any duty or obligation to, any third party (including, without

limitation, any Contractor Personnel or representative thereof) except as explicitly set forth herein.

(f) Neither party shall be liable for damages to the other party for any delay or default in performing hereunder if such delay or default is caused by reason of any circumstance beyond the affected party's reasonable control, including but not limited to war (declared or undeclared) terrorism, riot, fire, storm, interference of government agencies or act of god ("Force Majeure"). Such affected party will be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

(g) This Agreement shall be construed under the laws of the State of Texas regardless of conflict of law rules. Any claim arising out of or relating to this Agreement shall be brought in a Federal or State court of proper jurisdiction seated in Dallas, Dallas County, Texas.

(h) Both parties represent and warrant that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action, that each of their respective signatories has the requisite authority to bind their respective party hereto, and that upon execution of this Agreement, will be a binding obligation of each party.

(i) This Agreement may be executed in any number of counterparts, each of which will be an original, and all of which together will constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

PRIMEFLIGHT AVIATION SERVICES, INC.

SOUTHWEST AIRLINES CO.

By:		By:	_____
Name:	<u>Hiram Cox</u> <small>Print Name</small>	Name:	_____
Title:	<u>Sec / Treas</u>	Title:	_____
Date:	<u>12-29-2015</u>	Date:	_____

EXHIBIT A
Service Order

This Service Order dated as of _____, 2016 is by and between PrimeFlight Aviation Services, Inc. (the "Contractor") and Southwest Airlines Co. ("SWA") and is made part of and performed in accordance with that certain Core Airport Support Services Agreement (the "Agreement") dated as of January 1, 2016 by and between the Contractor and SWA. Capitalized terms used herein but not otherwise defined shall have the respective meaning set forth in the Agreement.

1. SWA desires that Contractor provides, and Contractor agrees to provide, Services (as set forth in Section 1(b) below) at the following Service Location (as set forth in Section 1(a) below), with such Services to be performed at the Rates(as set forth in Section 1(c) below).

a. Service Location: Station Code
 Service Address: Airport Name
 Street Address
 City, State Zip

b. Services: Airport Passenger Services
 Refer to applicable Services as set forth on the specifications attached to the Core Airport Services Agreement as Exhibit A-1, A-2, A-3, A-4, and A-5.

Consortium? (Yes/No/Mixed):
 If Mixed: Dedicated = 1, Shared = 2

c. Rates:

<u>Personnel Classifications</u>	<u>Hourly Bill Rate</u> (Eff. Date)	<u>*Overtime/Holiday Bill Rate</u> (Eff. Date)
Wheelchair Escort	\$ -	\$ -
Monitor	\$ -	\$ -
Skycap	\$ -	\$ -
Baggage Transporter	\$ -	\$ -
Dispatch	\$ -	\$ -
Supervisor	\$ -	\$ -
	<u>Monthly Bill Rate</u>	
Manager Flat Rate Fee	\$ -	

d. Station Specific Notes

(e.g. airport fees, concession fees, discounts, etc.):

2. **OVERTIME.** Southwest will not pay overtime on regularly scheduled hours of Contractor's Personnel. In the event that Contractor and Southwest determine overtime hours are necessary, then Contractor must obtain prior written approval from the applicable Southwest station leader at the appropriate Service Location. Contractor agrees not to invoice Southwest for any overtime rates unless such prior approval has been obtained from the appropriate Southwest station leader. Six (6) approved Holidays per year are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. *OVERTIME AND HOLIDAY BILL RATE SHALL BE CALCULATED AS FOLLOWS: (Total Direct Hourly cost x 150%) + (Total Indirect Hourly cost x 100%) = Total Overtime / Holiday Bill Rate.
3. The terms and conditions of the Agreement are incorporated herein by reference. This Service Order may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one document. This Service Order shall be effective as of the date first set forth above.

IN WITNESS WHEREOF, the parties hereto have caused this Service Order to be duly executed by their respective authorized officers as of the date and year first written above.

PrimeFlight Aviation Services, Inc.

Southwest Airlines Co.

By: _____

By: _____



SPECIFICATIONS A-1: STATEMENT OF WORK WHEELCHAIR ESCORT

Positions: Wheelchair, Lead Wheelchair, Wheelchair Attendant, Electric Cart, Wheelchair Assistance, Station Escort

STANDARD FUNCTIONS (e.g. primary requirements across all stations)

1. Respond to requests from dispatch, Carrier, or Customer for request for special needs service with wheelchair.
2. Notify dispatch of accepted request, Customer name, and upon pick-up/drop-off of named Customer OR write down information and turn it in to supervisor at shift end.
3. Provide physical assistance to Customer for entering/exiting wheelchair or gate seating and for transport from one point to another on airport property. Verify that all wheels are locked when assisting Customers in and out of wheelchairs.
4. Ensure that Customers reach correct outbound gate, transfer gate, and/or baggage claim carousel in a timely manner.
5. Always use good judgement when pushing wheelchairs. Never take wheelchairs on stairways or escalators. Always back wheelchairs down inclines.
6. Park Customers to be left unattended near gate podium and advise that Southwest gate agent will arrive at gate one (1) hour before scheduled departure. If more than one (1) hour prior to departure, notify Customer that he/she will be checked on periodically and notify Southwest gate agent that a Customer has been left at the gate.
7. Arrive at gate as soon as the deplaning process begins to assist inbound Customers.
8. Stage an adequate number of chairs at inbound gates to meet anticipated demand, as communicated by Station Management.
9. Service may require assisting Customers through security, to baggage claim carousels, and/or with stops en route to their destination.
10. Monitor wheelchair equipment to reduce loss, theft, and damage. Immediately remove from service unsafe chairs or those wheelchairs missing parts.
11. Complete appropriate documentation in a timely manner.
12. DO NOT physically lift Customers without Southwest Ground Ops Supervision.
13. DO NOT solicit tips.

SECONDARY FUNCTIONS (e.g. optional tasks that may be required for a given station)

1. Gather wheelchairs from parking areas, baggage claims, curbside, ground transportation embarkations, and gate areas of other airlines.
2. Examine wheelchairs prior to use for required repairs or needed maintenance:
 - Check that brakes are intact and functional;
 - Check that footrests are intact and functional;
 - Inspect seat and back; both should be intact and fully functional;
 - Inspect to ensure that hand grips and arm rests are intact and functional;
 - Check that wheels are intact and functional;
 - Assess to ensure overall cleanliness.
3. Maintain appropriate number of wheelchairs at specified pick-up and drop-off points.
4. Respond to mobility assist requests with electric cart vehicle (as available) per guidelines for wheelchair assists.
5. Delivery range (for drop-off) includes Southwest terminal, ground transportation, garages and other terminals as needed by passenger; does not include hotels or areas beyond airport grounds.
6. Assist with other duties as requested.
7. Provide special assistance, general information, and directions as requested. Meet inbound arrivals as requested to provide special services (e.g., courtesy chairs, walk assistance through the terminal).



SPECIFICATIONS A-2: STATEMENT OF WORK MONITOR

Positions: Line Monitor, Line Attendant, Ticket Checker, Line Coordinator, Queue Line Monitor, Ticket Queue, Exit Lane, Ticket Verification, Exit Controller, Exit Lane Guard, Document Verification, and Business Select Lane

STANDARD FUNCTIONS (e.g. primary requirements across all stations)

1. Limit access through the security checkpoint to passengers who present valid tickets, Gate Passes, security documents, or ticket confirmations.
2. Match Customer identification to name on ticket or ticket confirmation, and to physical presence.
 - Ensure correct date and departing city code on boarding documentation.
 - Ensure validity (e.g. not expired) of government ID's and airport or airline badges.
 - Ensure that name matches both boarding documentation and ID.
3. Greet Customers clearly in English and thank them using first and last names when possible.
4. Comply with Security Directives issued by TSA and Airport Authority.
5. Monitor security lines for Customers with flights leaving within X minutes [as situation or airport facility warrants].
6. Assist these Customers in moving to the front of security screening lines, so as not to miss flights.

SECONDARY FUNCTIONS (e.g. optional tasks that may be required for a given station)

1. Ensure orderly passenger flow.
2. Advise Customers upon arrival how to proceed through security (remove shoes, have boarding pass and ID ready, etc.).
3. Direct Customers to open lanes and/or to end of security line.
4. Direct Customers to available tram cars as necessary.
5. Maintain adequate number of bins at each loading station.
6. Direct Crew and airline or airport employees to Crew lane.
7. Assist with other duties as requested.

**SPECIFICATIONS A-3: STATEMENT OF WORK
SKYCAP**

Positions: Skycap Captain, Skycap-Curb, Skycap-Capital-Curb, Skycap Capital-Lower-Level

STANDARD FUNCTIONS (e.g. primary requirements across all stations)

1. Check in Customers and luggage.
 - Input flight information and last name into computer terminal.
 - Print boarding documentation, insert baggage receipts and boarding pass into ticket jacket.
 - Print accurate bag tags and attach to appropriate luggage items.
 - Remove or tuck away any loose items including baggage shoulder straps.
 - Load tagged baggage onto belt or cart for transport to T-point/baggage makeup area.
 - Direct Customers to gate.
2. Match Customer identification to name on ticket or to ticket confirmation and to physical presence.
 - Ensure correct date and departing city code on boarding documentation.
 - Ensure validity (i.e., not expired) of government ID and airport or airline badges.
 - Ensure that name matches both boarding documentation and ID.
3. Offer to assist Customers to indoor ticket counter for check-in when they have oversize luggage, pets and other checked articles too large for inline dispatch.
4. Monitor indoor check-in queue length and invite Customers to check in curbside to provide overflow relief.
5. Secure all items that might pose a security risk, including keys, bag tags, unlocked cabinets and drawers, string tags, etc.
6. Provide general customer service, assistance, and special services as required.
 - Greet Customers at terminal entrance.
 - Invite to check-in curbside.
 - Thank Customers for flying Southwest Airlines.
7. Set up, break down stanchions daily.
8. DO NOT allow baggage to accumulate; immediately place on cart or belt for transport.
9. DO NOT handle money other than tips. Any transactions involving PNR changes or money transfers are referred to Southwest Customer Service Agents.
10. DO NOT solicit tips.

SECONDARY FUNCTIONS (e.g. optional tasks that may be required for a given station)

1. Transport tagged baggage promptly to security screening pod, belt, or ticket counter per station management specifications.
2. Coordinate with curb coordinator or dispatcher regarding Customers needing a wheelchair.
3. Assist with other duties as requested.



SPECIFICATIONS A-4: STATEMENT OF WORK

BAGGAGE TRANSPORTER

Positions: Baggage Handler, Bag Runner, Arriving Carousel Bag Runner, CTX Ticket Counter, Bag Runner

STANDARD FUNCTIONS (e.g. primary requirements across all stations)

1. Baggage handling from check-in to TSA screening hand-off may also include front-of-ticket-counter and post-screening assistance as needed.
2. Load baggage onto belt, transport via cart or other means and monitor baggage movement along inline system.
3. Ensure proper lifting techniques.
4. Maintain control of baggage throughout transport.
5. Transport baggage by other means as needed, in case of inline malfunction or other irregularity.

SECONDARY FUNCTIONS (e.g. optional tasks that may be required for a given station)

1. Accurately tag luggage for temporary storage.
2. Transport and monitor luggage from security screening to storage facility, appropriate inline belt, or storage personnel.
3. Monitor uncleared bags to ensure proper screening, move to appropriate gate in advance of scheduled departure time.
4. Ensure all cleared bags have proper TSA tags.
5. Maintain an adequate number of tubs in appropriate areas.
6. Maintain control of all assigned equipment (carts, dollies, cables, locks, etc.).
7. Respond to and clear all baggage system alarms.
8. Clear simple baggage jams.
9. Transport lost-in-tracking jammed bags to TSA ETD area for screening.
10. Report any equipment problems to airport technicians.
11. Assist with other duties as requested.



SPECIFICATIONS A-5: STATEMENT OF WORK DISPATCH

Positions: Dispatcher, Wheelchair Dispatcher, Wheelchair Coordinator, Curb Coordinator, Lead

STANDARD FUNCTIONS (e.g. primary requirements across all stations)

1. Maintain familiarity with all Government, Carrier and Airport regulations.
2. Inform supervisor of needs and problems in assigned areas and report any equipment maintenance needs.
3. Project a positive image and respond to inquiries from Carrier, Personnel and Customers in a timely and courteous manner.
4. Utilize appropriate communications channels and maintain records, reports and files as required.
5. Report to work each work day in a clean and pressed uniform with identification visible at all times.
6. Utilize equipment, supplies and resources in a conscientious, cost effective manner.
7. Demonstrate excellent communication and organizational skills.
8. Ensure Customers wait no longer than 15 minutes for wheelchair service.
9. Organize pushes in order of flight priority.
10. Ensure strict compliance to ADA/ACAA Regulations. Communicate to Station Leadership any suspected ADA/ACAA violation.
11. Perform other duties as requested.

EXHIBIT A
To
"AMENDED AND RESTATED CORE AIRPORT SUPPORT SERVICES AGREEMENT"
dated January 31, 2017
Service Order

This Service Order dated as of January 31, 2017 is by and between PrimeFlight Aviation Services (the "Contractor") and Southwest Airlines Co. ("SWA") and is made part of and performed in accordance with that certain Core Airport Support Services Agreement (the "Agreement") dated as of January 31, 2017 by and between the Contractor and SWA. Capitalized terms used herein but not otherwise defined shall have the respective meaning set forth in the Agreement.

1. SWA desires that Contractor provides, and Contractor agrees to provide, Services (as set forth in Section 1(b) below) at the following Service Location (as set forth in Section 1(a) below), with such Services to be performed at the Rates(as set forth in Section 1(c) below).

a. Service Location: LGA
Service Address: The Port Authority of New York and New Jersey
 LaGuardia Airport
 Flushing, New York 11371

b. Services:

Facility Cleaning Services as specifically set forth on the specifications attached hereto and incorporated herein.
 RON Aircraft Cleaning Services as specifically set forth on the specification attached to the Core Airport Services Agreement as Exhibit E1, E2, E3, E4, E5, E6 and E7.
 Aircraft Waxing Services as specifically set forth on the specifications attached to the Core Airport Services Agreement as Exhibit F1 and F2.
 Aircraft Lavatory Toilet Tank/Sink Cleaning Services as specifically set forth on the specifications attached to the Core Airport Services Agreement as Exhibit G1 and G2.
 Aircraft Carpet Cleaning Services as specifically set forth on the specifications attached to the Core Airport Services Agreement as Exhibit H1 and H2.
 Aircraft Return Air Grill Cleaning Services as specifically set forth on the specifications attached to the Core Airport Services Agreement as Exhibit I1 and I2.
 Security Sweep - Ad hoc, as required, specifications are included as part of the RON Cleaning Exhibit E1.

c. Rates:

<u>Personnel Classifications</u> <u>Year One (1)</u>	<u>Hourly Bill Rate</u>	<u>Monthly</u> <u>Number of</u> <u>Hours</u>	<u>Total Monthly Cost</u>	<u>Hourly Overtime</u> <u>Bill Rate</u>
<u>SWA Facility Cleaning</u> Direct Labor (including Janitorial, Floor Care & Working Supervisors)	Eff. 2/1/17	Eff. 2/1/17	Eff. 2/1/17	Eff. 2/1/17
<u>Personnel Classifications</u> <u>Year Two (2)</u>	<u>Hourly Bill Rate</u>	<u>Monthly</u> <u>Number of</u> <u>Hours</u>	<u>Total Monthly Cost</u>	<u>Hourly Overtime</u> <u>Bill Rate</u>
<u>SWA Facility Cleaning</u> Direct Labor (including Janitorial, Floor Care & Working Supervisors)	Eff. 2/1/18	Eff. 2/1/18	Eff. 2/1/18	Eff. 2/1/18
<u>Personnel Classifications</u> <u>Year Three (3)</u>	<u>Hourly Bill Rate</u>	<u>Monthly</u> <u>Number of</u> <u>Hours</u>	<u>Total Monthly Cost</u>	<u>Hourly Overtime</u> <u>Bill Rate</u>
<u>SWA Facility Cleaning</u> Direct Labor (including Janitorial, Floor Care & Working Supervisors)	Eff. 2/1/19	Eff. 2/1/19	Eff. 2/1/19	Eff. 2/1/19
<u>Personnel Classifications</u> <u>Year One (1)</u>	<u>737-300/700</u> <u>Rate</u>	<u>737-800</u> <u>Rate</u>		
<u>Southwest Aircraft Cleaning</u> RON Unit Price Security Sweep - Ad hoc - Unit Price	Eff. 1/31/17	Eff. 1/31/17		
<u>Personnel Classifications</u> <u>Year Two (2)</u>	<u>737-300/700</u> <u>Rate</u>	<u>737-800</u> <u>Rate</u>		
<u>Southwest Aircraft Cleaning</u> RON Unit Price Security Sweep - Ad hoc - Unit Price	Eff. 2/1/18	Eff. 2/1/18		
<u>Personnel Classifications</u> <u>Year Three (3)</u>	<u>737-300/700</u> <u>Rate</u>	<u>737-800</u> <u>Rate</u>		
<u>Southwest Aircraft Cleaning</u> RON Unit Price Security Sweep - Ad hoc - Unit Price	Eff. 2/1/19	Eff. 2/1/19		

EXHIBIT A
To
"CORE AIRPORT SUPPORT SERVICES AGREEMENT"
dated February 1, 2014

SERVICE LOCATIONS / SERVICES / RATES

Service Location: LGA
 Service Address: The Port Authority of New York and New Jersey
 LaGuardia Airport
 Flushing, New York 11371
 Services:

Services: Facility Cleaning Services as specifically set forth on the specifications attached hereto and incorporated herein.

RON Aircraft Cleaning Services as specifically set forth on the specification attached to the Core Airport Services Agreement as Exhibit E1.

Security Sweep - Ad hoc, as required, specifications are included as part of the RON Cleaning Exhibit E1.

<u>Personnel Classifications</u>	<u>Hourly Bill</u>	<u>Monthly</u>	<u>Total Monthly</u>	<u>Hourly</u>
	<u>Rate</u>	<u>Number of</u>	<u>Cost</u>	<u>Overtime Bill</u>
		<u>Hours</u>		<u>Rate</u>
<u>Facility Cleaning</u>	Eff. 3/1/15	Eff. 3/1/15	Eff. 3/1/15	Eff. 3/1/15
Direct Labor (including Janitorial, Floor Care & Working Supervisors)				

	<u>737-500 Rate</u>	<u>737-300 & 737-700 SWA/FL Rate</u>	<u>737-800 Rate</u>
<u>RON Aircraft Cleaning</u>	Eff. 2/1/15	Eff. 2/1/15	Eff. 2/1/15
SWA RON Unit Price			
Security Sweep - Ad hoc - Unit Price			

Hourly Wage Rate is, Direct Labor Cost which includes; base wage and direct payroll related costs.

Hourly Bill Rate is, Direct Labor Cost, Indirect hourly cost and profit.

Overtime can only be charged when approved in advance by Southwest. OT/Holiday Direct Labor cost hourly markup is 50%.
 O/L/Holiday Indirect Hourly cost markup is 0%.

HOLIDAYS; seven (7) per year, include New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

ADDITIONAL LABOR; request for additional labor must be pre-approved in writing by a Southwest Airlines representative prior to performance of services. Additional labor will be charged back to Southwest Airlines at the agreed upon hourly bill rate or over

CANCELLATION FEE; scheduled service cancelled less than two (2) hours prior to scheduled start time and Contractor's employee cannot work on a similar Southwest Airlines service for that day, then Contractor will charge Southwest Airlines 50% of the applicable service that was cancelled.
 Vendor must gain Corporate approval for such fees prior to invoice submittal.

STANDBY FEE; scheduled service is delayed more than one (1) hour and Contractor employees cannot work on a similar Southwest Airlines service during this period, then Contractor will invoice Southwest Airlines for all standby hours at the applicable hourly bill rate or overtime rate. Standby is incremental labor required to complete aircraft cleaning in allotted timeframe.

Vendor must gain Corporate approval for such fees prior to invoice submittal.

Station Specific Notes: Paid Holiday for Martin Luther King Day added

RON and MEC's:

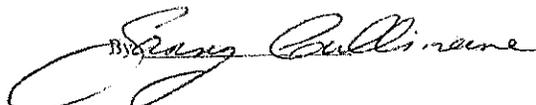
FAC:

PrimeFlight Aviation Services

By: _____



Southwest Airlines, Co.



Structure of Specifications for Customer Facing Areas (LGA)

	Baseline Input Metrics				Output Metrics			
n.	Clean the front and sides of kiosk							
o.	Dust light fixtures and AC vents up to 12' Loading Bridges							Kiosk sides free from dust, dirt, tape residue, and smudges. Light fixtures free of dust and noticeable debris.
3.	Empty all trash cans, wipe down outside of can with disinfectant							
a.	Vacuum floors							
b.	Spot clean carpet							Fresh trash liner with container free from smudges and liquid or food spills. Floors free from obvious debris and litter.
c.	Clean all interior windows and blinds							Carpet free from gum and obvious discoloring stains.
d.	Clean rain gutters							Should be free of streaks tape residue, and smears.
e.	Wipe down walls and dust picture frames and control panel w/damp cloth							Free from obvious debris and litter.
f.	Carpet extractions							Free from smudging, tape residue, and stains. Free of dust.
h.	Carpet extractions							Carpets free from all stains and spots.
4.	Front of ticket counters, passenger queuing areas							
a.	Empty all trash cans, wipe down outside of can with disinfectant							Fresh trash liner with container free from smudges and liquid or food spills.
b.	Spot clean carpet							Carpet free from gum and obvious discoloring stains.
c.	Vacuum / mop floors							Floors free from dirt, grass, salt, and other loose particles.
d.	Carpet extractions							Carpets free from all stains and spots.
5.	SWA Baggage Services Office (BSO)							
a.	Empty all trash cans, wipe down outside of can with disinfectant							Fresh trash liner with container free from smudges and liquid or food spills.
b.	Vacuum / Mop floors							Floors free from obvious debris and litter.
c.	Spot clean carpet							Carpet free from gum and obvious discoloring stains.
d.	Clean all interior windows and blinds							Should be free of streaks, tape residue and smears.
e.	Dust picture frames							Picture frames should be free of dust and other loose debris.
f.	Carpet extractions							Carpets free from all stains and spots.
g.	Dust light fixtures and AC vents up to 12'							Light fixtures free of dust and noticeable debris.
h.	Clean countertops and front of counter							Counter free of dust, dirt, liquids, tape residue, smudges, and debris.
i.	Dust backwall sign							Sign free of dust, tape residue, streaks, smears.
6.	Skycap Station(s)							
a.	Dust and wipe clean counters (counter tops and back of counters)							Counters should be free of dust, tape residue, dirt, liquids, and smudges.
b.	Sweep and mop all anti fatigue mats							Mats free from dust and other loose particles.
c.	Wipe luggage scales with metal cleaner.							Metal free from dust, tape residue, dirt, and smudges.
d.	Clean the fronts of all counters; remove surface rust.							Metal free from dust, tape residue, dirt, and smudges.
e.	Remove trash from under and around the counters.							Front of counters free from dust, tape residue, dirt, smudges, and stains.
f.	Empty all trash cans, wipe down outside of can with disinfectant							Counter area free any loose trash, such as papers, paper bags, drink cups, magazines, etc.
g.	Clean all interior windows and blinds							Fresh trash liner with container free from smudges and liquid or food spills.
h.	Wipe down stanchions							Should be free of streaks tape residue, and smears.
i.	Wipe down stanchions							Stanchions free from dirt and dust.
7.	Other							
a.	Clean water fountains/water coolers and catch trays							Free of dust, tape residue, dirt, liquids, and smudges, disinfect.

Structure of Specifications for Facilities (Operations) LGA

Baseline Input Metrics

As Needed	Annually	Quarterly	Monthly	Weekly	3x daily	2x daily	Daily
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Output Metrics

								Receptacles empty, with a fresh bag where needed.
	X							Toilets, urinals, and plumbing fixtures free from dirt, hair, liquid spots, body fluids, and smudges. Clean smelling.
	X							Counters and sinks free water stains, smudging, and loose debris. Mirrors shiny and streak free.
	X							Stall doors free from liquid spots, bodily fluids, and dirt.
	X							Lower stainless moldings free from dust, dirt, liquid spots, and smudges
	X							All dispensers free from dirt, liquid spots, body fluids, and smudges
	X							All around toilets, urinals, and basins free from dirt, hair, liquid spots, body fluids, smudges, and foul odors
	X							All toilet paper, towels, sanitary napkins, feminine products, and soap dispensers x full
	X							Entrance and door casings free from dirt
	X							Floors free from stains and spots and buffed to a high shine
	X							Inside of sanitary napkin waste containers free from dirt, dust, debris, and clean smelling.
	X							Tops of floor drains free of debris, hair and dirt
	X							Inside of sanitary napkin waste containers free from dirt, dust, debris, and clean smelling
	X							Free from dirt, hair, liquid spots, body fluids, and smudges. Clean smelling.
	X							Sinks and faucets free of debris, streaks, and smears; counter tops free of liquid, trash, dust, debris
	X							Tables free of dust and smears
	X							Free of debris and pleasant smelling
	X							Refrigerator free of dust, streaks, and smears
	X							Free of dust, streaks, and smears
	X							Floors free from obvious debris and litter.
	X							Stocked with fresh supplies
	X							Free of dust and obvious debris
	X							Free of dust and obvious debris
	X							Carpet free from gum and obvious discoloring stains.
	X							Should be free of streaks and smears
	X							Floors free from obvious debris and litter.
	X							Free of dust, tape residue, streaks, and smears.
	X							Free of dust tape residue, and obvious debris.
	X							Trash cans empty of trash and replace with fresh trash bags as needed.
	X							Carpet free from gum and obvious discoloring stains.
								Floors free from obvious debris and litter.
								Free of dust.
								Free from obvious debris and litter.
								Free of dust, tape residue, and obvious debris.

I. SWA Facilities Common Areas (not all applicable to airport facilities)

- A. Regular cleaning (Daytime and Night Shifts)
 - 1. Restrooms / Locker Rooms
 - a. Empty all waste containers
 - b. Clean and disinfect toilets, urinals, and plumbing fixtures
 - c. Clean and disinfect sinks, faucets, counter tops, and mirrors
 - d. Clean all stall doors and partitions
 - e. Damp clean lower stainless steel moldings on all partitions braces
 - f. Clean and disinfect all towel, tissue, and toilet seat dispensers
 - g. Clean all wall surfaces
 - h. Replenish all restroom supplies
 - i. Clean doors/frames
 - j. Mop floor
 - k. Dust light fixtures and AC vents up to 12'
 - l. Clean and polish tops of all floor drains.
 - m. Clean and disinfect the inside of all sanitary napkin waste containers.
 - n. Clean shower walls, floors, and fixtures
 - o. Dust top of lockers

- 2. Breakrooms
 - a. Clean and disinfect sinks, faucets, counter tops and cabinets
 - b. Clean and disinfect tables
 - c. Wipe down outside of microwaves; disinfect inside as needed
 - d. Clean exterior of refrigerator
 - e. Clean exterior and drain pan of ice machine
 - f. Mop floors / vacuum and remove trash
 - g. Check and replenish paper towels
 - h. Dust pictures and TV's
 - i. Dust light fixtures and AC vents up to 12'
 - j. Spot clean carpet (as needed)
 - k. Clean all interior windows and blinds

- 3. Hallways
 - a. Vacuum / mop floors
 - b. Dust pictures, display cases, tables and walls up to 12'
 - c. Dust light fixtures and AC vents up to 12'
 - d. Remove trash
 - e. Spot clean carpet
- 4. Stairs/Stairwells
 - a. Vacuum / mop stair entrance
 - b. Wipe down and disinfect hand rails
 - c. Vacuum / mop stairs
 - d. Dust light fixtures and AC vents up to 12'

					Floors free from obvious debris and litter.
					Free of dust, tape residue, streaks, and smears.
					Trash cans empty of trash and replace with fresh trash bags as needed
					Carpet free from gum and obvious discoloring stains.
					Free of dust, tape residue, and obvious debris.
					Should be free of streaks, tape residue and smears.

					Floors free from obvious debris and litter.
					Free of dust, tape residue, streaks, and smears.
					Trash cans empty of trash and replace with fresh trash bags as needed.
					Carpet free from gum and obvious discoloring stains.
					Should be free of dust and free of streaks and smears.
					Free of dust, tape residue, and obvious debris.

X					Floors free from obvious debris and litter.
	X				Trash cans empty of trash and replace with fresh trash bags as needed.
		X			Free of dust tape residue, and obvious debris.
			X		Should be free of streaks, tape residue, and smears

					Floors free from obvious debris and litter.
					Should be free of dust and glass tables/cases should be free of streaks and smears
					Trash cans empty of trash and replace with fresh trash bags as needed
X				X	Carpet free from gum and obvious discoloring stains.
					Free of dust and obvious debris.
					Counters free of liquid, trash, dust, debris.
X					Mirrors should be streak-, smudge-, and dust-free.

X					Floors free from obvious debris and litter.
					Should be free of dust and glass tables/cases should be free of streaks and smears
			X		Trash cans empty of trash and replace with fresh trash bags as needed
				X	Should be free of streaks, tape residue, and smears
X					Free of dust tape residue, and obvious debris.

					Floors free from obvious debris and litter.
					Should be free of dust and free of streaks and smears
					Should be free of dust and free of streaks and smears
					Free of dust and obvious debris

					Floors free from obvious debris and litter.
					Should be free of dust, tape residue, and free of streaks/smears.
					Should be free of dust, tape residue, and free of streaks/smears.
					Should be free of dust, tape residue, and free of streaks/smears.
					Free of dust.
					Trash cans empty of trash and replace with fresh trash bags as needed.
					Free of cigarette remains and obvious debris.
					Carpet free from gum and obvious discoloring stains.
					Carpets free from all stains and spots.
					Free of dust, tape residue, and obvious debris.

X					Free of dust, tape residue, dirt, liquids, and smudges; disinfect.
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- 5. Training Rooms
 - a. Vacuum / mop floors
 - b. Dust pictures, display cases, and tables
 - c. Remove trash
 - d. Spot clean carpet
 - e. Dust light fixtures and AC vents up to 12'
 - f. Clean all interior windows and blinds
- 6. Conference Rooms
 - a. Vacuum / mop floors
 - b. Dust pictures, display cases, and tables up to 12'
 - c. Remove trash
 - d. Spot clean carpet
 - e. Clean all interior windows and blinds
 - f. Dust light fixtures and AC vents up to 12'
- 7. Offices / Common Work Areas
 - a. Vacuum / Mop floors
 - b. Remove trash
 - c. Dust light fixtures and AC vents up to 12'
 - d. Clean all interior windows, blinds and cabinets
- 8. Common Lounge / Ready Room Areas
 - a. Vacuum / Mop floors
 - b. Dust pictures, display cases, tables, and televisions
 - c. Remove trash
 - d. Spot clean carpet
 - e. Dust light fixtures and AC vents up to 12'
 - f. Wipe down all counter tops
 - g. Clean all mirrors
- 9. Common Use Computer Area (including Operations)
 - a. Vacuum
 - b. Dust pictures, display cases, cabinets, and counters
 - c. Remove trash
 - d. Clean windows inside and out (Operations)
 - e. Dust light fixtures and AC vents up to 12'
- 10. Elevators
 - a. Vacuum / mop during night shift
 - b. Clean all interior glass / stainless steel
 - c. Clean interior/exterior doors and interior walls
 - d. Dust light fixtures and AC vents up to 12'
- 11. Lobbies / Building Entrances
 - a. Vacuum / mop floors
 - b. Dust pictures, display cases, tables, and walls up to 12'
 - d. Clean glass on doors interior and exterior
 - e. Clean all interior windows and blinds
 - f. Wipe down and disinfect hand rails
 - g. Remove trash interior and exterior
 - h. Clean ashtrays
 - i. Spot clean carpet
 - j. Carpet extractions
 - k. Dust light fixtures and AC vents up to 12'
- 12. Other
 - a. Clean water fountains/water coolers and catch trays

1 Operations/Customer Service, All Ramp areas, T-Point, A/C Appearance, Line Maintenance
 2 Tech Services (between 7:00 AM and 5:00 PM)

Structure of Specifications for Floor Care LGA

	Baseline Input Metrics							Output Metrics		
	Daily	2x daily	3x daily	Weekly	Monthly	Quarterly	Annually		Semi Annual	As Needed
Floor Care Scope of Work										
A. Soft Surfaces (Carpet)										
1. Hallways										
a. Clean carpet by extraction only						x			x	Carpet free from gum, soil, and obvious discoloring stains.
2. Offices										
a. Clean carpet by extraction only						x			x	Carpet free from gum, soil, and obvious discoloring stains.
3. General Office Area										
a. Clean carpet by extraction only						x			x	Carpet free from gum, soil, and obvious discoloring stains.
4. Breakrooms										
a. Clean carpet by extraction only						x			x	Carpet free from gum, soil, and obvious discoloring stains.
5. Sales floor (Reservations)										
a. Clean carpet by extraction only										Carpet free from gum, soil, and obvious discoloring stains.
6. Conference Rooms										
a. Clean carpet by extraction only						x			x	Carpet free from gum, soil, and obvious discoloring stains.
7. Training Rooms										
a. Clean carpet by extraction only						x			x	Carpet free from gum, soil, and obvious discoloring stains.
B. Hard Surfaces (Tile and/or concrete)										
1. Breakrooms										
a. Buff floors										Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
b. Wax floors						x				Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
c. Strip and wax floors							x		x	Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
2. Hallways										
a. Buff floors						x				Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
b. Wax floors							x			Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
c. Strip and wax floors								x	x	Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
3. Offices										
a. Buff floors						x				Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.

									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.

- b. Wax floors
 - c. Strip and wax floors
4. General Office Area

									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.

- a. Buff floors
 - b. Wax floors
 - c. Strip and wax floors
5. Conference Rooms

									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.

- a. Buff floors
 - b. Wax floors
 - c. Strip and wax floors
6. Training Rooms

									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.

- a. Buff floors
 - b. Wax floors
 - c. Strip and wax floors
7. Restrooms

									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.
									Floors should have a glossy finish; all surfaces (baseboard, equipment, furniture, etc.) free from stripper/wax splash.

- a. Buff floors
- b. Wax floors
- c. Strip and wax floors

EXHIBIT E-7

**SIXTH AMENDMENT
TO CONTRACT FOR SKYCAP SERVICES**

This Sixth Amendment to the Skycap Services Agreement (the "Sixth Amendment") is made and entered into as of December 31, 2016 by US Airways, Inc. ("US Airways"), a Delaware corporation and PrimeFlight Aviation Services ("Contractor"), an Ohio company.

WHEREAS, US Airways and Contractor are parties to that certain Skycap Services Agreement dated September 1, 2001 and numbered LGA006SK (as amended or supplemented from time to time, the "Agreement"); and

WHEREAS, on July 9, 2008, US Airways and the Contractor entered into First Amendment to the Agreement, removing curbside skycap services; and

WHEREAS, on July 24, 2009, US Airways and the Contractor entered into Sixth Amendment to the Agreement, changing hourly rates; and

WHEREAS, on July 21, 2011, US Airways and the Contractor entered into Third Amendment to the Agreement, changing hourly rates; and

WHEREAS, on March 20, 2014, US Airways and the Contractor entered into Fourth Amendment to the Agreement, changing hourly rates; and

WHEREAS, on February 1, 2015, US Airways and the Contractor entered into Fifth Amendment to the Agreement, changing hourly rates; and

WHEREAS, the parties wish to amend the Agreement again changing the hourly rates.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Agreement, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are incorporated into this Sixth Amendment by this reference and are hereby stipulated by US Airways and Contractor to be true and correct.
2. **Definitions.** All capitalized terms used as defined terms herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement. From and after the date that this Sixth Amendment is effective in accordance with its terms, each reference in the Agreement to "this Agreement" or "this Skycap Agreement" shall be deemed a reference to the Agreement as modified by this Sixth Amendment.
3. **Specification of Services and Location.** Exhibit A-2 to the Contract shall be deleted in its entirety and replaced with Exhibit A-3 which is attached hereto and incorporated herein by reference.
4. **Rates and Payment Terms.** Exhibits B-4 to the Contract shall be deleted in its entirety and replaced with Exhibit B-5 which is attached hereto and incorporated herein by reference.
5. Notwithstanding any provision herein to the contrary, to the extent otherwise restricted by the terms of the Contract, Contractor hereby agrees and consents to any merger, stock transfer, asset transfer or other corporate restructuring involving US Airways and American Airlines Group Inc. ("AAL") and/or any other wholly-owned subsidiary or subsidiaries of American Airlines Group Inc. (an "Internal Restructuring" and such subsidiaries, together with AAL, each an "AAL Party") and any related assignment or transfer of the Contract to an AAL Party that may occur or may be deemed to occur as a result of any such Internal Restructuring provided that the AAL Party receiving assignment or transfer of

Sixth Amendment
Amendment Date: December 31, 2016
Contract No: LGA006SK
Contract Date: September 1, 2001

the Contract acknowledges in writing that it shall be bound by and will perform the obligations owed to Contractor under the Contract.

6. **Effectiveness.** The terms of this Sixth Amendment shall be effective as of December 31, 2016, and upon execution and delivery by US Airways and Contractor of one or more counterparts of this Sixth Amendment.

7. **Binding Nature.** This Sixth Amendment shall be deemed a part of the Agreement. The provisions of this Sixth Amendment shall be binding upon, and inure to the benefit of, the respective successors and assigns (including without limitation, any receiver, debtor in possession or trustee in bankruptcy) of US Airways and Contractor.

8. **Conflict or Inconsistency.** In the event of any conflict or inconsistency between the terms and provisions contained in the Agreement and the terms and provisions contained in this Sixth Amendment, the terms and provisions of this Sixth Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. All other terms and provisions as set forth in the Agreement shall remain in full force and effect.

9. **Counterparts.** This Sixth Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

10. **Headings.** Section headings of this Sixth Amendment are inserted for convenience only, and shall not constitute a part of this Sixth Amendment or be used to construe or interpret any provision hereof.

11. **Miscellaneous.** This Sixth Amendment shall be deemed to have been negotiated and made in, and shall be governed and interpreted under the laws of the State of New York. This Sixth Amendment shall be subject to the dispute resolution, remedies and jurisdictional provisions of the Agreement.

(signature page follows)

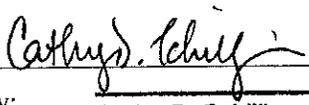
Sixth Amendment
Amendment Date: December 31, 2016
Contract No: LGA006SK
Contract Date: September 1, 2001

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have set their respective hands and seals as of the date first written above.

PrimeFlight Aviation Services


By: Hiram Boy
Title: Sec / Treas

US Airways, Inc.


By: Cathy D. Schillinger/ID # 557390
Title: Managing Director
Procurement & Supply Chain

Sixth Amendment
Amendment Date: December 31, 2016
Contract No: LGA006SK
Contract Date: September 1, 2001

SKYCAP SERVICES
USAIRWAYS, INC. CONTRACT NO. LGA006SK

SPECIFICATION OF SERVICES AND LOCATION

1.0 SERVICE SPECIFICATION:

1.1 Contractor will provide Skycap related services as specified in Section 2.0 and 4.0 of Attachment A to the Agreement with the following further conditions:

1.1.1 US Airways operates on and Contractor will provide Services in US Airways' Terminal at LaGuardia Airport, New York, NY. The hours of operation are Monday through Sunday from 0430 hours to 2400 hours and are subject to modification by US Airways.

1.2 US Airways will provide wheelchairs and electric carts. Wheelchairs shall remain in Contractor's possession and Contractor will be responsible for them during the performance of this Contract. US Airways will provide electric carts. Routine or required maintenance will be the responsibility of US Airways unless a required repair is due to damage caused by the negligent acts of Contractor, in which case Contractor will be responsible for all associated costs to return the wheelchair or electric cart into service. All other equipment (including hand carts) will be furnished and maintained by Contractor.

1.3 The estimated total staffing hours per week are as follows:

Skycap	N/A
Skycap Captain	N/A
Supervisor	112 Hours
Bag Runner	507 Hours
Bag Runner	112 Hours
Wheelchair Pushers/Aid	1172 Hours

1.4 Contractor acknowledges that the daily schedule specified in this Exhibit is only an estimate and agrees that hours and staffing levels will be determined at the sole discretion of US Airways' Station Manager or his/her designee and may fluctuate according to season and flight schedules.

SKYCAP SERVICES
USAIRWAYS, INC. CONTRACT NO. LGA006SK

RATES AND PAYMENT TERMS

1.0 **RATES:**

1.1 The following billing rates for Services will be as follows retroactive to December 31, 2016:

1.1.1

Job Category	Straight Time Rate/Hr.	Overtime Rate/Hr.	Holiday Rate/Hr.*
Wheelchair Attendant			
Bag Runner			
Electric Cart Operator			
Supervisor			

* Holidays are: New Year's Day; Martin Luther King Day; Easter Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day.

NYC Sick Time policy costs are now included for all Contractor employees within the regular hourly rate. OT/Holiday rates do not include sick time as it is all burdened in the regular rate.

1.2 Above pricing includes airport wheelchair technology by use of automated dispatch and related technology software/hardware.

1.2.1 Contractor shall implement its SynTrack system to dispatch, control and record activities for wheelchair and electric cart services it provides to US Airways. The system will record each wheelchair event for which Contractor is responsible and will produce reports which will list the fields of information commonly referred to as the Special Service Request or SSR, which will include the passenger's name, flight number, all times of event sequence and record of completion. Contractor shall also record the name of the agent who completed the transaction. These records shall be made available to US Airways' local staff on a daily, weekly, monthly, and annual reporting basis.

In addition, Contractor will make the SynTrack system available for use by US Airways' CARS Team (if applicable) and will generate reports and/or data exports available to US Airways' Management as requested. Contractor is not responsible for the integrity or content of SR data generated by US Airways CARDS, which is solely the responsibility of US Airways.

2.0 **PAYMENT TERMS**

2.1 Contractor will submit invoices monthly in duplicate to US Airways for services rendered.

2.2 US Airways will not pay Contractor for any unauthorized overtime.

Sixth Amendment
Amendment Date: December 31, 2016
Contract No: LGA006SK
Contract Date: September 1, 2001

- 2.3 Without limiting any other rights or remedies which it may have, US Airways may withhold any payments due to Contractor if Contractor fails to comply with any terms hereof and may use others to complete the work, the cost of which will be deducted from the original Contract price.

3.0 ALLOCATION METHOD:

- 3.1 Costs will be allocated to all participating airlines based on each participating airlines' actual passenger enplanements as determined by a formula where of the costs are shared equally and are shared based on each airlines' actual passenger enplanements as a portion of the total passenger enplanements. Authorized overtime costs incurred by Contractor beyond the established hours of operation will be allocated entirely to the requesting airline(s).

4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 Contractor shall avoid jeopardizing or otherwise impairing US Airways' business relationships with any Government authority. Contractor acknowledges and agrees that this obligation may include, but is not limited to, altering the rates and method of pay for persons performing work under the Agreement, as amended or supplemented from time to time ("Contractor Employees"), as requested, directed, instructed or mandated by any Government authority with which US Airways does business. For the avoidance of doubt, Contractor further acknowledges and agrees to the following items, which the Port Authority of New York and New Jersey has directed for Contractor Employees performing services at New York airports ("New York Contractor Employees"):

- Providing a minimum wage of \$11.00 for non-tipped hourly positions paid to Covered Contractor Employees;
- Establishing Martin Luther King Jr. Day as a paid holiday for all New York Contractor Employees;

Notwithstanding the foregoing, nothing in the Agreement or this Exhibit B-2 shall be read to establish an employment relationship between US Airways and any Contractor Employee. Rather, without limiting the foregoing, US Airways and Contractor agree and acknowledge that Contractor shall be the employer of all Contractor Employees for all purposes, with the general right of control and the right to select, hire, assign, supervise, direct, train, promote, terminate, set compensation and benefits, and maintain all employment records related to Contractor Employees. Under no circumstances will any Contractor Employee be deemed an employee of US Airways. US Airways will have no supervisory authority over any Contractor Employee. Any complaint US Airways has regarding any Contractor Employee and any change US Airways' business practices which affects or otherwise implicates Contractor's performance of work will be communicated by US Airways to Contractor which will be responsible for providing appropriate instruction to Contractor Employees.

Contractor agrees to assume full responsibility for any and all liability arising out of or in relation to any injury, disability and death resulting from or sustained by Contractor Employees in the performance of work pursuant to the Services Agreement. Contractor agrees to accept full and exclusive responsibility for the payment of any and all taxes, contributions and other payment for unemployment compensation, worker's compensation, employers liability insurance

or other program imposed on employers by the government of the United States or any State or political subdivision thereof with respect to such employees. Contractor will make necessary payments and will make and file any and all reports and returns and do all other things necessary to comply with the laws imposing such taxes, contributions or other payments. Without limiting the foregoing, Contractor further represents that it shall be responsible for complying with all federal, state, and local statutes, regulations, ordinances or laws, including, without limitation, those related to employment, discrimination, immigration, health and safety, wages, hours or benefits applicable to Contractor Employees, including, but not limited to, the Fair Labor Standards Act and any applicable state or local wage and hour law.

Without limiting any other indemnity provisions in the Agreement, Contractor shall defend, indemnify and hold US Airways and its officers, directors, employees, representatives and agents harmless from and against any and all liability, claims, demands, lawsuits, actions, proceedings, losses, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising from or related to the Agreement or this Exhibit B-2, or breach of the Agreement or this Exhibit B-2, including, without limitation, any and all liability, claims, demands, lawsuits, actions, proceedings, losses, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) that US Airways may incur as a result of being alleged or found to be a joint employer or otherwise liable for or related to Contractor Employees except to the extent resulting solely and directly from US Airways gross negligence or willful misconduct. Contractor acknowledges that in the event an action is brought against US Airways, including a charge of discrimination filed with the Equal Employment Opportunity Commission or a comparable state or local agency claiming discrimination on any basis by US Airways against any Contractor Employee or applicant for employment with Contractor (including if such employment with or application to is claimed to have been with or to US Airways), (i) US Airways will have the right to assume defense in such action, (ii) Contractor will, at its own expense, assist US Airways in its defense to said action, and (iii) Contractor will reimburse US Airways for all expenses associated with its defense of said action including the attorneys' fees and costs of outside counsel, investigators and experts retained in connection with the defense of said action and the cost of US Airways' in-house legal counsel incurred in connection with defense of said action. Any sums that remain unpaid for thirty days after demand therefor may thereafter be deducted from any sums due to Contractor from US Airways.

FOURTH AMENDMENT TO CONTRACT FOR TICKET CHECKER SERVICES

This Fourth Amendment to the Ticket Checker Agreement (the "Forth Amendment") is made and entered into as of December 31, 2016 by US Airways, Inc. ("US Airways"), a Delaware corporation and PrimeFlight Aviation Services ("Contractor"), an Ohio company.

WHEREAS, US Airways and Contractor are parties to that certain Ticket Checker Agreement dated August 12, 2002 and numbered LGA190TC (as amended or supplemented from time to time, the "Agreement"); and

WHEREAS, on December 1, 2007, US Airways and the Contractor entered into First Amendment to the Agreement changing hourly rates: and

WHEREAS, on March 20, 2014, US Airways and the Contractor entered into Forth Amendment to the Agreement changing hourly rates: and

WHEREAS, on February 1, 2015, US Airways and the Contractor entered into Third Amendment to the Agreement changing hourly rates: and

WHEREAS, the parties wish to amend the Agreement again changing the hourly rates.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Agreement, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are incorporated into this Fourth Amendment by this reference and are hereby stipulated by US Airways and Contractor to be true and correct.
2. **Definitions.** All capitalized terms used as defined terms herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement. From and after the date that this Forth Amendment is effective in accordance with its terms, each reference in the Agreement to "this Agreement" or "this Ticket Checker Agreement" shall be deemed a reference to the Agreement as modified by this Forth Amendment.
3. **Rates and Payment Terms.** Exhibits A-2 and B-2 to the Agreement shall be replaced in their entirety with the Exhibits A-3 and B-3 which are attached hereto and incorporated herein by reference.
4. Notwithstanding any provision herein to the contrary, to the extent otherwise restricted by the terms of the Contract, Contractor hereby agrees and consents to any merger, stock transfer, asset transfer or other corporate restructuring involving US Airways and American Airlines Group Inc. ("AAL") and/or any other wholly-owned subsidiary or subsidiaries of American Airlines Group Inc. (an "Internal Restructuring" and such subsidiaries, together with AAL, each an "AAL Party") and any related assignment or transfer of the Contract to an AAL Party that may occur or may be deemed to occur as a result of any such Internal Restructuring provided that the AAL Party receiving assignment or transfer of the Contract acknowledges in writing that it shall be bound by and will perform the obligations owed to Contractor under the Contract.
5. **Effectiveness.** The terms of this Fourth Amendment shall be effective as of December 31, 2016, and upon execution and delivery by US Airways and Contractor of one or more counterparts of this Forth Amendment.
6. **Binding Nature.** This Forth Amendment shall be deemed a part of the Agreement. The provisions of this Forth Amendment shall be binding upon, and inure to the benefit of, the respective

Fourth Amendment
Amendment Date: December 31, 2016
Contract No: LGA190TC
Contract Date: August 12, 2002

successors and assigns (including without limitation, any receiver, debtor in possession or trustee in bankruptcy) of US Airways and Contractor.

7. **Conflict or Inconsistency.** In the event of any conflict or inconsistency between the terms and provisions contained in the Agreement and the terms and provisions contained in this Forth Amendment, the terms and provisions of this Forth Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. All other terms and provisions as set forth in the Agreement shall remain in full force and effect.

8. **Counterparts.** This Forth Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

9. **Headings.** Section headings of this Forth Amendment are inserted for convenience only, and shall not constitute a part of this Forth Amendment or be used to construe or interpret any provision hereof.

10. **Miscellaneous.** This Forth Amendment shall be deemed to have been negotiated and made in, and shall be governed and interpreted under the laws of the State of New York. This Forth Amendment shall be subject to the dispute resolution, remedies and jurisdictional provisions of the Agreement.

(signature page follows)

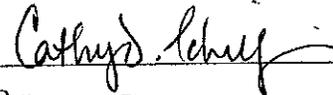
Fourth Amendment
Amendment Date: December 31, 2016
Contract No: LGA190TC
Contract Date: August 12, 2002

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have set their respective hands and seals as of the date first written above.

PrimeFlight Aviation Services

By: 
Title: Sec / Treas

US Airways, Inc.

By: 
Title: Cathy D. Schillinger/ID # 557390
Managing Director
Procurement & Supply Chain

Fourth Amendment
Amendment Date: December 31, 2016
Contract No: LGA190TC
Contract Date: August 12, 2002

**TICKET CHECKER SERVICES
USAIRWAYS, INC. CONTRACT NO. LGA190TC**

SPECIFICATION OF SERVICES AND LOCATION

1.0 LOCATION:

- 1.1 Contractor will provide Services at the LaGuardia Airport (LGA), Flushing, NY. Contractor acknowledges that US Airways either currently, or may in the future, share this location with other airlines.

2.0 SPECIFICATION OF SERVICES:

- 2.1 Contractor will perform Queue Agent services in lieu of Ticket Checker Services, which have become the responsibility of the TSA, at the location as specified in Sections 3.0, 4.0 and 5.0 of Attachment A-1 to the Agreement with the following further conditions.

3.0 STAFFING AND SCHEDULE:

- 3.1 The hours of operation for each checkpoint are currently Monday thru Friday from 0430 to 2000, Saturday from 0430 to 1200 and Sunday from 0800 to 2000, but are subject to change.

- 3.2 The estimated daily staffing to be provided by Contractor for each checkpoint will be as follows:

Queue Agent	15.5 Hours Monday thru Friday
	7.5 Hours Saturday
	12.0 Hours Sunday

- 3.3 Contractor acknowledges and agrees that the staffing and daily schedule specified in this exhibit is only an estimate and agrees that staffing levels and schedule will be determined by US Airways in its sole discretion.

**TICKET CHECKER SERVICES
USAIRWAYS, INC. CONTRACT NO. LGA190TC**

SPECIFICATION OF RATES

1.0 RATES:

1.1 The following billing rates for Services will be as follows retroactive to December 31, 2016:

1.1.1

Job Category	Straight Time Rate per Hour.	Overtime Rate per Hour	Holiday Rate per Hour*
Queue Agent			

* The holiday rate applies to the days on which the following seven (7) holidays are observed: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

1.2 No overtime will be billable to US Airways except in accordance with this Agreement or with the Station Manager's, or his or her designee's prior written consent.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 Contractor shall avoid jeopardizing or otherwise impairing US Airway's business relationships with any Government authority. Contractor acknowledges and agrees that this obligation may include, but is not limited to, altering the rates and method of pay for persons performing work under the Agreement, as amended or supplemented from time to time ("Contractor Employees"), as requested, directed, instructed or mandated by any Government authority with which US Airways does business. For the avoidance of doubt, Contractor further acknowledges and agrees to the following items, which the Port Authority of New York and New Jersey has directed for Contractor Employees performing services at New York airports ("New York Contractor Employees"):

- Providing an immediate \$1 per hour increase in the non-tipped hourly wage paid to New York Contractor Employees making a base wage of \$8.99 per hour or lower;
- Establishing Martin Luther King Jr. Day as a paid holiday for all New York Contractor Employees; and
- Providing retroactive holiday pay for all New York Contractor Employees who did not receive holiday pay for Martin Luther King Jr. Day in 2014.]

Notwithstanding the foregoing, nothing in the Agreement or this Exhibit B-2 shall be read to establish an employment relationship between US Airways and any Contractor Employee. Rather, without limiting the foregoing, US Airways and Contractor agree and acknowledge that Contractor shall be the employer of all Contractor Employees for all purposes, with the general right of control and the right to select, hire, assign, supervise, direct, train, promote, terminate,

Fourth Amendment
Amendment Date: December 31, 2016
Contract No: LGA190TC
Contract Date: August 12, 2002

set compensation and benefits, and maintain all employment records related to Contractor Employees. Under no circumstances will any Contractor Employee be deemed an employee of US Airways. US Airways will have no supervisory authority over any Contractor Employee. Any complaint US Airways has regarding any Contractor Employee and any change US Airways' business practices which affects or otherwise implicates Contractor's performance of work will be communicated by US Airways to Contractor which will be responsible for providing appropriate instruction to Contractor Employees.

Contractor agrees to assume full responsibility for any and all liability arising out of or in relation to any injury, disability and death resulting from or sustained by Contractor Employees in the performance of work pursuant to the Services Agreement. Contractor agrees to accept full and exclusive responsibility for the payment of any and all taxes, contributions and other payment for unemployment compensation, worker's compensation, employers liability insurance or other program imposed on employers by the government of the United States or any State or political subdivision thereof with respect to such employees. Contractor will make necessary payments and will make and file any and all reports and returns and do all other things necessary to comply with the laws imposing such taxes, contributions or other payments. Without limiting the foregoing, Contractor further represents that it shall be responsible for complying with all federal, state, and local statutes, regulations, ordinances or laws, including, without limitation, those related to employment, discrimination, immigration, health and safety, wages, hours or benefits applicable to Contractor Employees, including, but not limited to, the Fair Labor Standards Act and any applicable state or local wage and hour law.

Without limiting any other indemnity provisions in the Agreement, Contractor shall defend, indemnify and hold US Airways and its officers, directors, employees, representatives and agents harmless from and against any and all liability, claims, demands, lawsuits, actions, proceedings, losses, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising from or related to the Agreement or this Exhibit B-2, or breach of the Agreement or this Exhibit B-2, including, without limitation, any and all liability, claims, demands, lawsuits, actions, proceedings, losses, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) that US Airways may incur as a result of being alleged or found to be a joint employer or otherwise liable for or related to Contractor Employees except to the extent resulting solely and directly from US Airways gross negligence or willful misconduct. Contractor acknowledges that in the event an action is brought against US Airways, including a charge of discrimination filed with the Equal Employment Opportunity Commission or a comparable state or local agency claiming discrimination on any basis by US Airways against any Contractor Employee or applicant for employment with Contractor (including if such employment with or application to is claimed to have been with or to US Airways), (i) US Airways will have the right to assume defense in such action, (ii) Contractor will, at its own expense, assist US Airways in its defense to said action, and (iii) Contractor will reimburse US Airways for all expenses associated with its defense of said action including the attorneys' fees and costs of outside counsel, investigators and experts retained in connection with the defense of said action and the cost of US Airways' in-house legal counsel incurred in connection with defense of said action. Any sums that remain unpaid for thirty days after demand therefor may thereafter be deducted from any sums due to Contractor from US Airways.

EXHIBIT E-8

PFLGA - J.R. Garcia

From: PFLGA - Gladys Fernandez-Woods
Sent: Monday, May 22, 2017 10:36 AM
To: PFLGA - J.R. Garcia
Subject: FW: Wayfinder Bus #3 - 4/13/17 - Crystal Brewington

Here you go.

Thank you!
Gladys I. Fernandez-Woods
Office Administrator
Prime Flight Aviation Services-LaGuardia
lgagwoods@primeflight.com
(718)397-0149-phone
(917)353-0693-cell
(718)397-0148-fax

From: Ruth Dyke
Sent: Monday, April 17, 2017 9:43 AM
To: PFLGA - Connie Quevedo
Cc: PFLGA - J.R. Garcia; PFLGA - Daniel Enriquez; PFLGA - Gladys Fernandez-Woods
Subject: RE: Wayfinder Bus #3 - 4/13/17 - Crystal Brewington

Connie:

Don't call Ms. Brewington in, but if she is at work, can we get her explanation for why she did not respond to the radio when multiple individuals called her? Did she verbally tell anyone why she did not respond?

Thanks,
Ruth Dyke
Human Resources Business Partner
7135 Charlotte Pike, Suite 100
Nashville, TN 37209
615-850-0550 (phone)
615-301-1279 (efax)

From: PFLGA - Connie Quevedo
Sent: Friday, April 14, 2017 5:20 PM
To: PFLGA - J.R. Garcia; Ruth Dyke; PFLGA - Daniel Enriquez; PFLGA - Gladys Fernandez-Woods
Subject: RE: Wayfinder Bus #3 - 4/13/17 - Crystal Brewington

Hello Ruth,

Please review the attached Documents for Termination.

- CAN For Termination
- TimeCard
- Email From (Client) American Airlines

Thank You I will make a draft and send it to you! Also have her coming in to see me to get her statement.

Thank You and Have a great Day!

Sincerely,
Connie Quevedo
PrimeFlight Aviation Services
Admin Assistant/ HR/ Issuing Officer
Work: (718) 397-0149
Fax: (718) 397-0148
Cell: (646) 571-5974
Email: lgacquevedo@primeflight.com

From: Ruth Dyke
Sent: Friday, April 14, 2017 12:39 PM
To: PFLGA - Connie Quevedo; PFLGA - J.R. Garcia
Subject: RE: Wayfinder Bus #3 - 4/13/17 - Crystal Brewington

Yes, I forwarded it to Rebecca and Scott late last night requesting approval to terminate. Rebecca is on vacation until Monday and Scott has been tied up in a project all day.

I support termination as she is still in her 90 day introductory period. If you want to draft the CAN so we have it ready, go ahead and send it to me. I may not have approval until Monday.

Thanks,
Ruth Dyke
Human Resources Business Partner
7135 Charlotte Pike, Suite 100
Nashville, TN 37209
615-850-0550 (phone)
615-301-1279 (efax)

From: PFLGA - Connie Quevedo
Sent: Friday, April 14, 2017 11:31 AM
To: PFLGA - J.R. Garcia; Ruth Dyke
Subject: RE: Wayfinder Bus #3 - 4/13/17

Hello Ruth,

Not quite sure if you had a chance to read this.

Could you Please advise?

Thank You and Have a great Day!

Sincerely,
Connie Quevedo
PrimeFlight Aviation Services
Admin Assistant/ HR/ Issuing Officer
Work: (718) 397-0149

• Crystal Brewington Statement
Thank You and Have a great Day!

Sincerely,
Connie Quevedo
PrimeFlight Aviation Services
Admin Assistant/ HR/ Issuing Officer
Work: (718) 397-0149
Fax: (718) 397-0148
Cell: (646) 571-5974
Email: lgacquevedo@primeflight.com

From: PFLGA - J.R. Garcia
Sent: Friday, April 14, 2017 1:47 PM
To: Ruth Dyke; PFLGA - Connie Quevedo
Subject: RE: Wayfinder Bus #3 - 4/13/17 - Crystal Brewington

We got the statement today as she was on duty.

JRg

From: Ruth Dyke
Sent: Friday, April 14, 2017 1:17 PM
To: PFLGA - Connie Quevedo; PFLGA - J.R. Garcia
Subject: RE: Wayfinder Bus #3 - 4/13/17 - Crystal Brewington

I don't recall talking with you about reporting pay in New York and want to make sure you are both aware.

Reporting Time Pay Requirements

Employers must pay employees who by request or permission of their employers report for work on any day for at least four hours or the number of hours in a regularly scheduled shift, whichever is less, at the basic minimum hourly wage.

So if we bring an employee in on their day off to interview and obtain a statement, we are required to pay them a minimum of 4 hours. Preferably, we talk to employees and obtain their statement prior to their shift (have them clock in early so they are being paid), during their shift (they are already on the clock), or after their shift (have them clock out when the interview is finished / they have written their statement).

Let me know if you have questions.

Thanks,
Ruth Dyke
Human Resources Business Partner
7135 Charlotte Pike, Suite 100
Nashville, TN 37209
615-850-0550 (phone)
615-301-1279 (efax)

From: PFLGA - Connie Quevedo
Sent: Friday, April 14, 2017 12:01 PM
To: Ruth Dyke; PFLGA - J.R. Garcia
Subject: RE: Wayfinder Bus #3 - 4/13/17 - Crystal Brewington

Thank You I will make a draft and send it to you! Also have her coming in to see me to get her statement.

Thank You and Have a great Day!

Sincerely,
Connie Quevedo
PrimeFlight Aviation Services
Admin Assistant/ HR/ Issuing Officer
Work: (718) 397-0149
Fax: (718) 397-0148
Cell: (646) 571-5974
Email: lgacquevedo@primeflight.com

From: Ruth Dyke
Sent: Friday, April 14, 2017 12:39 PM
To: PFLGA - Connie Quevedo; PFLGA - J.R. Garcia
Subject: RE: Wayfinder Bus #3 - 4/13/17 - Crystal Brewington

Yes, I forwarded it to Rebecca and Scott late last night requesting approval to terminate. Rebecca is on vacation until Monday and Scott has been tied up in a project all day.

I support termination as she is still in her 90 day introductory period. If you want to draft the CAN so we have it ready, go ahead and send it to me. I may not have approval until Monday.

Thanks,
Ruth Dyke
Human Resources Business Partner
7135 Charlotte Pike, Suite 100
Nashville, TN 37209
615-850-0550 (phone)
615-301-1279 (efax)

From: PFLGA - Connie Quevedo
Sent: Friday, April 14, 2017 11:31 AM
To: PFLGA - J.R. Garcia; Ruth Dyke
Subject: RE: Wayfinder Bus #3 - 4/13/17

Hello Ruth,

Not quite sure if you had a chance to read this.

Could you Please advise?

Thank You and Have a great Day!

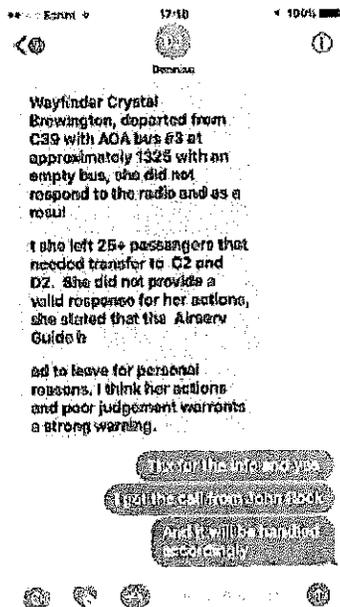
Sincerely,
Connie Quevedo
PrimeFlight Aviation Services
Admin Assistant/ HR/ Issuing Officer
Work: (718) 397-0149

Fax: (718) 397-0148
Cell: (646) 571-5974
Email: lgacquevedo@primeflight.com

From: PFLGA - J.R. Garcia
Sent: Thursday, April 13, 2017 5:25 PM
To: Ruth Dyke
Cc: PFLGA - Connie Quevedo
Subject: FW: Wayfinder Bus #3 - 4/13/17

Ruth: AA does not want this employee on any of their contracts at LGA. Due to the seriousness of this service failure, I would like to proceed with termination ASAP. What do you need from us to terminate? I will also send you a text message that the WF supervisor sent me.

Here is the text- with my response.



Thx

JRg

From: PFLGA - J.R. Garcia
Sent: Thursday, April 13, 2017 5:17 PM
To: 'Rock, John J.'
Cc: Mckann, Matt
Subject: RE: Wayfinder Bus #3 - 4/13/17

John: Thank You for the details. I also met with Crystal and she told me the guide person had to leave because she had baby sitting issues. Clearly, this is unacceptable and I told her air serve have their own managers and supervisor to handle those issues and her responsibility is to ensure the safe and timely transport of our customers. We will issue corrective action accordingly and remove her from the position. I apologize for the issue our employee caused.

Thx.

JRg

From: Rock, John J. [mailto:John.Rock@aa.com]
Sent: Thursday, April 13, 2017 3:40 PM
To: PFLGA - J.R. Garcia
Cc: Mckann, Matt
Subject: Wayfinder Bus #3 - 4/13/17

Good afternoon J.R. Today at around 1320 bus #3 left gate C39 empty and returned to D2 while about 20 customers mostly trying to catch AA332 at D7 restlessly became anxious back at Gate C39. The CAR agent Arlene Batista And Prime flight way finder Yina Urena came to me to advise and that the way finder for bus #3 was not responding to their calls. I, after many attempts on the radio requesting the bus #3 way finder to identify themselves was told by a male voice the name of the way finder was Crystal. I went downstairs to the bottom of C39 where I met Prime flight Supervisor Mercedes Gallardo and advised her of the situation and she promptly asked the Supervisor at D2 to ask Crystal to stay so I could question her on what happened. Mercedes rapidly got the customers on the Eagle bus and we proceeded to C2 then D2 with hopes fading of the connecting customer to ORD. When I question Agent Crystal (By the way not in uniform and ready to leave) on why she returned to D2 without any customers she claimed her guide person "needed to leave right at 130 due to her daughter having surgery." This claim was contradicted by GM Chris Wallace of Airserv who investigated and was told the guide person was told by Crystal there were "no customers at C39" and we could go back. I advised the way finder that all these customers probably just mis-connected and she just shrugged her shoulders. I asked her what you don't care and she replied I do care but you ask me to tell you what happened and I did. J.R. I feel it would be in the best interest of our customers not to let this particular way finder assist on the AOA or curbside bussing with this type of dis service. Call me if you wish to discuss further. Thank you.

American Airlines 
MOD Operations Tower / Customer Care
718.753.8901 cell

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EXHIBIT E-9

DG Lesson Past Due

Perez, Cristina [Cristina.Perez@aa.com]

Sent: Wednesday, April 05, 2017 7:02 AM**To:** Cabrera-DiDio, Ricardo [Ricardo.Cabrera-DiDio@aa.com]; Mercado, Magda [Magda.Mercado@aa.com]; Solanikow, Mark [Mark.Solanikow@aa.com]; PFLGA - Israel Portilla; Harbin, Susan [Susan.Harbin@aa.com]; Inocentes, Micah [Micah.Inocentes@aa.com]; Mendez-morales, Nancy [Nancy.Mendez-morales@aa.com]; Nunez, Michelle [Michelle.Nunez@aa.com]; Patalano, Joe [Joe.Patalano@aa.com]; Sauter, Brady [Brady.Sauter@aa.com]; Step, Eilan [Eilan.Step@aa.com]; Vasconez, Patricia [Patricia.Vasconez@aa.com]; Abreu, Francis [Francis.Abreu@aa.com]; Breitenbach, Kirsten [Kirsten.Breitenbach@aa.com]; Delalue, Heleine [Heleine.Delalue@aa.com]; Ghani, Fahad [Fahad.Ghani@aa.com]; Jasinski, Stephanie [S.Jasinski@aa.com]; John, Reji [Reji.John@aa.com]; Knock, Sandra [sandra.knock@aa.com]; Lopez, Pedro L. [Pedro.Lopez@aa.com]; Marcinkowski, Marianne [Marianne.Marcinkowski2@aa.com]; Olivera, Maria [maria.olivera@aa.com]; Washington, Roosevelt [Roosevelt.Washington@aa.com]**Cc:** Diaz, Manuel [Manuel.Diaz@aa.com]; Mckann, Matt [Matt.McKann@aa.com]; PFLGA - J.R. Garcia; Gaffoor, Kathleen [Kathleen.Gaffoor@aa.com]; Lara, Paola [Paola.Lara@aa.com]; Macedo, Louis [louis.macedo@aa.com]; Neglia, Anthony [anthony.neglia@aa.com]; Quiroz, Melvin [Melvin.Quiroz@aa.com]; Rivera, Alex [Alex.Rivera@aa.com]; Rock, John J. [John.Rock@aa.com]**Importance:** High**Attachments:**{FCB48F9B-0737-4E6E-BAE8-~1.xlsb (12 KB)}

Hi,

Attached is the DG Lesson Report.

These employees are now past due and can't work until they complete their lesson.

Thanks,

Cristina

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EXHIBIT E-10

FW: TSA Annual Audit

PFLGA - J.R. Garcia

Sent: Tuesday, May 02, 2017 1:51 PM**To:** PFLGA - Daniel Enriquez; PFLGA - Carl McDonald; PFLGA - Mary Hayes; PFLGA - Dimitri Delivorias; PFLGA - Harry Santana; PFLGA - Tamara Martin; PFLGA - Israel Portilla; PFLGA - Jose Rivas**Importance:** High

FYI..see below, please ensure we are on point with our cleaning, sec checks, Port ID's etc. Therefore, it is imperative we get the regional security training completed ASAP no later than Fri.

Thx

JRg

From: Macedo, Louis [mailto:louis.macedo@aa.com]**Sent:** Tuesday, May 02, 2017 7:12 AM**To:** PFLGA - J.R. Garcia; Quiroz, Melvin; Astacio, Rose; Ferrara, Vincenzo G.; Step, Eilan; Rivera, Alex**Subject:** FW: TSA Annual Audit**Importance:** High

Good morning

JR--FYI--they will be looking at a/c cleaning

Louis Macedo
Manager on Duty
LaGuardia Airport
New York
718 397 6004-O
718 536 4570-C

American Airlines **From:** Macedo, Louis**Sent:** Tuesday, May 02, 2017 5:48 AM**To:** 'Abreu, Francis'; Bove, Loretta; Breitenbach, Kirsten; Cabrera-DiDio, Ricardo; Delalue, Heleine; Gaffoor, Kathleen; Jasinski, Stephanie; John, Reji; 'Knock, Sandra'; Lopez, Pedro L.; Marcinkowski, Marianne; Neglia, Anthony; 'Olivera, Maria'; Rock, John J.; Tsarouhas, Dorothy; Washington, Roosevelt; Chan, Mantat; 'Conklin, Rosa'; Enriquez, Jorge; Estrella, Joe; Fernandez, Judeson; Franks-gregory, Joane; Garcia, Yvonne; Hash, David; Joiner, Edilma; Mignone, Suzann; Nunez, Evelyn; 'Nunez, Gregorio'; Pennisi, Leonard; 'Pereira, Patricia'; Rafeld, Adina; Ryan, Ellen; Smith, Neville; Terrero, Angel; Travers, Carmella; Vendryes, June; Calderon, Cesar; 'Cardy, Felix'; 'Charles, John'; Clark, Garfield; Deechan, Ray; Donaldson, Kyle; Doxey, Robert; Duran, Edwin; Escalona, Shem; Gill, Steve; Gutierrez, Gabriel; Hart, Deborah; Manno, Gerard; Mastadino, Richard; Moreno, Rafael; Santagato, Frank; Sirianni, Quinto**Cc:** Mckann, Matt; Alvarez, Pascual; Olmo, Felix; Perez, Cristina; Zacarias, Ernesto**Subject:** TSA Annual Audit**Importance:** High

Good morning team

FYI

TSA filed inspectors- Joseph Negri and Chris Denicola will be on site the next 2 weeks conducting the annual air carrier inspection. This will be for Air Wisconsin and PSA only. They will be

focusing their attention on those 2 carriers flights and looking at aircraft inspections, cleaning, security-asking operational questions on those 2 carriers. They would also ask to view for Port/AA ID's

Please brief the teams and ensure cooperation and compliance and feel free to contact myself if any questions.

Thank you for your assistance

Louis Macedo
Manager on Duty
LaGuardia Airport
New York
718 397 6004-O
718 536 4570-C
American Airlines 

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EXHIBIT E-11

FW: April 3, 2017 Course Releases

Perez, Cristina [Cristina.Perez@aa.com]

Sent: Monday, April 03, 2017 2:37 PM

To: PFLGA - Israel Portilla; Rafeld, Adina [adina.rafeld@aa.com]; Smith, Neville [neville.smith@aa.com]; PFLGA - Dravida Mahadeo; PFLGA - Manuel Tejada; Harbin, Susan [Susan.Harbin@aa.com]; Inocentes, Micah [Micah.Inocentes@aa.com]; Mendez-morales, Nancy [Nancy.Mendez-morales@aa.com]; Nunez, Michelle [Michelle.Nunez@aa.com]; Patalano, Joe [Joe.Patalano@aa.com]; Sauter, Brady [Brady.Sauter@aa.com]; Step, Eilan [Eilan.Step@aa.com]; Vasconez, Patricia [Patricia.Vasconez@aa.com]

Cc: Mckann, Matt [Matt.McKann@aa.com]; PFLGA - J.R. Garcia; Gaffoor, Kathleen [Kathleen.Gaffoor@aa.com]; Lara, Paola [Paola.Lara@aa.com]; Macedo, Louis [louis.macedo@aa.com]; Neglia, Anthony [anthony.neglia@aa.com]; Quiroz, Melvin [Melvin.Quiroz@aa.com]; Rivera, Alex [Alex.Rivera@aa.com]; Rock, John J. [John.Rock@aa.com]

FYI... New lessons.

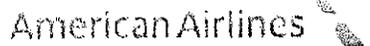
Thanks,

Cristina Perez

LGA Compliance Coordinator

718 476 4216 Office

718-476-4108 Fax



From: Training, ACS

Sent: Monday, April 03, 2017 3:33 PM

To: Training, ACS

Cc: Alpsu, Raye; Cook, Bradley; DL_ACS Certified Station Trainers; DL_ACS Station Trainers- Canada; DL_airport_training; DL_Compliance Coordinators; Ellis, Donna; Fahnestock, James; Fahnestock, Theresa; Files, Robert; Graff, Mark; Hewitt, Brian; Hunter, Jason; Lichtenhan, Jonathan; Longo, Nicole; Navarrette, Frank; Palyok, Stephen; Peterson, Kristin; Pettinato, Kathleen; Pieri, Patsy; Robertson, Darrin; Simpson, Tracy; Lamb, Jason M

Subject: April 3, 2017 Course Releases

Monday, April 3, 2017



Airport Customer Service Training

For American Airlines Airport Operations Employees

Subject: April 3, 2017

Summary: Course Releases

Good Day General Managers, Compliance Coordinators and Station Trainers!

The following courses are being released today in Learning Hub.

Start Date	Course	Course Code	Audience	Time (Minutes)	Due Date	Score
------------	--------	-------------	----------	----------------	----------	-------

4/3/17	New Lost & Found Procedures	CSVC1408	Customer Service Agent, Customer Service Coordinator, Premium Customer Service and Baggage Service Office	20	5/26/17	100%
4/3/17	New Lost & Found Procedures for BSO	CSVC1409	Baggage Service Office	30	5/26/17	100%
4/3/17	Refuel and Refresh	CSVC1410	Customer Service Agent, Customer Service Coordinator and Premium Customer Service	10	6/30/17	100%
4/3/17	Lockout/Tagout for the Affected Worker	SFTY8902-2017	Customer Service Agent, Customer Service Coordinator, Customer Assistance Representative, Premium Customer Service, Baggage Service Office, Fleet Service and Control Center/Operations	30	6/30/17	100%
4/3/17	Annual Security Awareness	SECR2066-2017	Customer Service Agent, Customer Service Coordinator, Customer Assistance Representative, Premium Customer Service, Baggage Service Office and Curbside/Skycaps	45	6/30/17	90%
4/3/17	Air Carrier Access Act – Initial/Recurrent	CSVC1201-2017	Customer Service Agent, Customer Service Coordinator, Customer Assistance Representative, Premium Customer Service, Baggage Service Office and Curbside/Skycaps	60	6/30/17	85%
4/3/17	Access Control	SECR0800-2017	Customer Service Agent, Customer Service Coordinator, Customer Assistance Representative, Premium Customer Service, Baggage Service Office, Curbside/Skycaps, Cabin Appearance, Domestic Fleet Service and Control Center/Operations	60	6/30/17	100%
4/3/17	Training Update 2	CSVC6302	Customer Service Agent, Customer Service Coordinator, Customer Assistance Representative and Premium Customer Service	60	5/19/17	85%
4/3/17	GateReader Release – April 2017	CSVC1413	Customer Service Agent, Customer Service Coordinator	15	5/2/17	100%
4/3/17	Monitor and Challenge Instructor Qualification	CABNT2042-2017	All Monitor and Challenge Instructors	960	6/30/17	100%
4/3/17	Radioactive Materials Training	RAMP6032	Fleet Service	30	6/30/17	100%
4/3/17	Warm Blooded – Live Animals	RAMP8814	Fleet Service and Control Center/Operations	30	6/30/17	100%
4/3/17	Q2 American Eagle Regional Refresher	ESVCG0217	Fleet Service	20	6/30/17	100%

4/3/17	Fleet Safety	SFTY8801	Fleet Service	15	6/30/17	100%
4/3/17	Heat Stress	SFTY9623	Fleet Service and Control Center/Operations	15	6/30/17	90%
4/3/17	Catering Commissary Security	SECR9999	Fleet Service	20	6/30/17	100%
5/1/17	Joint Business Review	CSVC1414	Customer Service Agent, Customer Service Coordinator, Customer Assistance Representative, Premium Customer Service	30	6/30/17	100%
5/1/17	Training Update 3	RAMP6303	Fleet Service	60	6/30/17	100%
5/1/17	Training Update 3	OPS6303	Control Center/Operations	60	6/30/17	100%
6/5/17	Training Update 3	CSVC1416	Customer Service Agent, Customer Service Coordinator, Customer Assistance Representative, Premium Customer Service	60	7/28/17	85%
TBD	QIK CHK Release (planned release 6/28)	CSVC1415	Customer Service Agent, Customer Service Coordinator and Premium Customer Service	15	TBD	100%
TBD	QIK CHK Release (planned release 4/10)	CSVC1411	Customer Service Agent, Customer Service Coordinator and Premium Customer Service	60	TBD	100%
TBD	Introduction to Dynamic Reaccom	CSVC1407	Customer Service Agent, Customer Service Coordinator and Premium Customer Service	15	TBD	100%
TBD	GateReader Release (planned release 6/28)	CSVC1417	Customer Service Agent and Customer Service	15	TBD	100%

Sign in to Learning Hub: Click on this link: [Learning Hub](#) and use your AA ID number to access courses on your To Do List.

ACS Training Team

Contact: Airport Customer Service Training Team

Issued By: ACS.Training@aa.com

Airport Customer Service Training Manual (ACSTM):

<https://aalms.sumtotalsystems.com/aa/learner/search/catalog?RootNodeID=-1&NodeID=362&UserMode=0>

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EXHIBIT E-12

RE: Regional A/C Security Search Training

Bove, Loretta [loretta.bove@aa.com]

Sent: Monday, April 17, 2017 11:43 AM

To: PFLGA - J.R. Garcia; PFLGA - Daniel Enriquez; Mckann, Matt [Matt.McKann@aa.com]; Luke, Jed P. [Jed.Luke@aa.com]

Cc: PFLGA - Israel Portilla; Macedo, Louis [louis.macedo@aa.com]; Alvarez, Pascual [Pascual.Alvarez@aa.com]; Tsarouhas, Dorothy [dorothy.tsarouhas@aa.com]

Fantastic News.. Thank you JR and Team

From: PFLGA - J.R. Garcia [mailto:lgaj.r.garcia@primeflight.com]

Sent: Monday, April 17, 2017 12:43 PM

To: PFLGA - Daniel Enriquez; Mckann, Matt; Luke, Jed P.

Cc: PFLGA - Israel Portilla; Macedo, Louis; Alvarez, Pascual; Bove, Loretta

Subject: Regional A/C Security Search Training

Matt/Jed:

This is to confirm, that all overnight cabin cleaners at TC have all been trained as of 4/17/17. I will forward the name list after we update the learninghub with all the names.

Thx

JRg

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EXHIBIT E-13

RE: Updated Safety Training Flyers - Preferred Access

PFLGA - J.R. Garcia

Sent: Monday, May 08, 2017 1:18 PM

To: PFLGA - Israel Portilla; PFLGA - Daniel Enriquez

Thx.

JRg

From: PFLGA - Israel Portilla

Sent: Friday, May 05, 2017 11:54 PM

To: PFLGA - J.R. Garcia; PFLGA - Daniel Enriquez

Subject: RE: Updated Safety Training Flyers - Preferred Access

Done and registered.

Thank you Sincerely ,

Israel Portilla

Terminal B & C - Station Trainer

LaGuardia Airport

Flushing, NY 11371

Phone- (347)703-6209

lgaiportilla@primeflight.com

From: PFLGA - J.R. Garcia

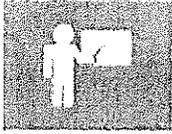
Sent: Friday, May 05, 2017 11:59 AM

To: PFLGA - Daniel Enriquez; PFLGA - Israel Portilla

Subject: FW: Updated Safety Training Flyers - Preferred Access

Danny and Israel: Please sign up for this safety training here at LGA. You need to log in with your pseudo number...See attached for details and link.....Look for LGA May 17.

Activity Details



107 Class

ACS Leadership Safety Training

🕒 Wednesday, May 17, 2017 11:00:00 AM EDT - 3:30:00 PM EDT



JRG

From: Macedo, Louis [<mailto:louis.macedo@aa.com>]

Sent: Monday, April 24, 2017 2:53 PM

To: mario.hernandez@swissport.com; richard.griffiths@alliedaviation.com; PFLGA - J.R. Garcia; Wetterauer, Dwight

Cc: Bove, Loretta; Neglia, Anthony; Cabrera-DiDio, Ricardo; Tsarouhas, Dorothy; Ruszczzyk, Joe

Subject: FW: Updated Safety Training Flyers - Preferred Access

Importance: High

Good afternoon Vendor partners

De-icing, Catering, Fueling and Prime Flight-skycaps, cleaners, ect

On Wednesday May 17, American Airlines will be conducting the Spring Safety class here in LGA.- See the attached flyer. Please have 1-2 members of your teams attend this session. Please confirm to me ASAP the names of those attending and I will pass along to the facilitators

Please feel free to contact me for any questions. Look forward to seeing you this important class

Thank you

Louis Macedo
Manager on Duty
LaGuardia Airport
New York
718 397 6004-O
718 536 4570-C

American Airlines

From: Ruszczzyk, Joe

Sent: Thursday, March 30, 2017 12:22 PM

To: Agosto, Julisa; Ahmed, Waqar R.; Almonte, Valerit; Balatska, Yaroslava; Balles, Pauline; Bipat, Ryan; Boyd, Jacob; Courtenay, Ian L. L.; Emerson, Jackie; Fernandes, Jennifer; Fleischman, Daniel J.; Gallo, Anthony; George, Kimbo; Headley, Duane; Hodge, Hannah; Ikeda, Waldo; Jahovic, Senada; Johnson, Curtis; Joseph, Patricia; Kelly, Daniel; Lockhart, Brittany; Mathurin, Laurent p.; Mcgullam, David G.; Mckenna, Sarah; Miller, Fred; Nygard, Bob; Reyes, Reyes; Santos, Andrew A.; Vega, Steven; Acevedo, Jennifer F.; Chrysafis, Nick; Cruz, Diana; Dixon jr, Newton; Fogal, Kimberley; Forest, Eric; French, Allison M.; Gilder, Richard B. B.; Ginis, Tom; Hasan, Ghayyas; He, Kathy; Jagnarain, Vanita; Joseph, Kimberlyann; Kyzmir, Alexandra;

Lathan, Rhonda; Latty, Valerie; Lebron, Elaine; Nikolovski, John; Njoroge, Charles; Olund, Erik; Pierrot, Gloria; Ram, Ricky; Spencer, Amanda; Velasquez, Annette; Arena, Elizabeth; Daly, Joseph; Flouras, Lou; Henry, Alvin; Richards, David; Smith, Garfield; Anderson, Lisa; Dirico, Philip; Hickey, Rosaleene; Leonard, Bill; Lombard, David; Maia, Teresa; Mckanna, Mike; Nieves, Virginia; Ortiz, Saul; Rivero, George; Sawh, Narendra; Sierra, Edgar; Abreu, Francis; Alvarez, Pascual; Astacio, Rose; Baldassano, Paul; Bliscette, Cherry-anne; Bove, Loretta; Breitenbach, Kirsten; Cabrera-DiDio, Ricardo; Castro, Shirleye; Davila, Juan; Defex, Rosana; Diaz, Manuel; Ferrara, Vincenzo G.; Gaffoor, Kathleen; Ghani, Fahad; Hall, Dale; Hernandez, Yerina; Hurtado, Fabio A.; Inocentes, Micah; Jasinski, Stephanie; John, Reji; Knock, Sandra; Lara, Paola; Liburd, Francisco; Lopez, Pedro L.; Macedo, Louis; Marcinkowski, Marianne; Mckann, Matt; Mendez-morales, Nancy; Mercado, Magda; Neglia, Anthony; Nunez, Michelle; Olivera, Maria; Olmo, Felix; Patalano, Joe; Perez, Cristina; Quiroz, Melvin; Rivera, Alex; Rock, John J.; Rosario, Australia; Sauter, Brady; Step, Eilan; Tsarouhas, Dorothy; Vasconez, Patricia; Washington, Roosevelt

Subject: FW: Updated Safety Training Flyers - Preferred Access

Hi team,

The Spring Leadership Safety Training flyer has been revised with the new dates for JFK.

The Learning Hub has been updated to reflect those changes. It is now ready to go and open for registration.

Best regards,

Joe Ruszczyk

Corporate Safety

NY Region

American Airlines 

JFK Office (718) 487-5613

Cell (631) 387-3218

Safety begins with ME!

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EXHIBIT E-14

RE: Regional Security Search

PFLGA - Israel Portilla

Sent: Tuesday, May 09, 2017 10:23 AM
To: PFLGA - J.R. Garcia; Luke, Jed P. [Jed.Luke@aa.com]; Javed, Muhammad U. [Muhammad.Javed@aa.com]; PFLGA - Daniel Enriquez
Cc: Flores, Dayanara [Dayanara.Flores@aa.com]; Mckann, Matt [Matt.McKann@aa.com]
Attachments:Activity Roster-EAG Regio~1.xlsx (14 KB)

Good Morning Jed,

Please review the attachment for the EAG Regional training update.

Thank you Sincerely ,

Israel Portilla
Terminal B & C - Station Trainer
LaGuardia Airport
Flushing, NY 11371
Phone- (347)703-6209
lgaiportilla@primeflight.com

From: PFLGA - J.R. Garcia
Sent: Monday, May 08, 2017 2:31 PM
To: Luke, Jed P.; Javed, Muhammad U.; PFLGA - Daniel Enriquez; PFLGA - Israel Portilla
Cc: Flores, Dayanara; Mckann, Matt
Subject: RE: Regional Security Search

Jed: TC is all completed. We have just a hand full at TB. Israel will send you the most updated roster for regional.

Thx

JRg

From: Luke, Jed P. [mailto:Jed.Luke@aa.com]
Sent: Monday, May 08, 2017 3:10 PM
To: Javed, Muhammad U.; PFLGA - Daniel Enriquez; PFLGA - J.R. Garcia; PFLGA - Israel Portilla
Cc: Flores, Dayanara; Mckann, Matt
Subject: RE: Regional Security Search

Any updates on the training records reflective of regional search ESECR0955/58. Until your employees have completed initial, they can't search regional aircraft.

From: Javed, Muhammad U.
Sent: Monday, May 1, 2017 7:35 PM
To: PFLGA - Daniel Enriquez; PFLGA - J.R. Garcia; PFLGA - Israel Portilla
Cc: Flores, Dayanara; Luke, Jed P.; Mckann, Matt
Subject: Re: Regional Security Search

Hello Denny,

It is imperative to have your agents qualified for regional aircraft security search. The training records that were submitted recently, indicates that your agents were trained to perform aircraft security search for mainline AA only.

Please have your agents standby and make sure they don't perform aircraft security search on Envoy Air regional aircrafts in terminal B.

To be in compliance, your team must be certified for "Regional Aircraft Security Search

Initial" course code ESECR0955 and for yearly recurrent course code ESECR0958.

Let's have this matter for further discussion in person.

Thanks,
{American Eagle 03}
{logo02}
Javed, Muhammad
Shift Manager Customer Services / GSC
Office: 718.803.7731 | 718.803.7931
mobile: 817.271.7536 | email: muhammad.javed@aa.com<mailto:muhammad.javed@aa.com>

From: Luke, Jed P.
Sent: Sunday, April 30, 2017 7:00 PM
To: PFLGA - Israel Portilla; Mckann, Matt
Cc: PFLGA - Daniel Enriquez; PFLGA - J.R. Garcia; Javed, Muhammad U.; Flores, Dayanara
Subject: RE: Regional Security Search

The course codes for regional training is ESECR0955 for initial and ESECR0958 for recurrent.
The training records sent are for ML.

-----Original Message-----

From: PFLGA - Israel Portilla [mailto:lgaiportilla@primeflight.com]
Sent: Thursday, April 27, 2017 8:33 AM
To: Luke, Jed P.; Mckann, Matt
Cc: PFLGA - Daniel Enriquez; PFLGA - J.R. Garcia
Subject: RE: Regional Security Search

Good Morning Jed,

Attached is a updated training roster for the Security Search.

Thank you Sincerely ,

Israel Portilla
Terminal B & C - Station Trainer
LaGuardia Airport
Flushing, NY 11371
Phone- (347)703-6209
lgaiportilla@primeflight.com<mailto:lgaiportilla@primeflight.com>

From: PFLGA - Daniel Enriquez
Sent: Thursday, April 27, 2017 6:21 AM
To: PFLGA - Israel Portilla
Subject: Fwd: Regional Security Search

Hey Israel please send Jed the updated list.

Daniel

Sent from my iPhone

Begin forwarded message:

From: "Luke, Jed P."

<Jed.Luke@aa.com<mailto:Jed.Luke@aa.com<mailto:Jed.Luke@aa.com%3cmailto:Jed.Luke@aa.com>>>
Date: April 26, 2017 at 3:26:55 PM EDT
To: "J.R. Garcia
(lgaj.r.garcia@primeflight.com<mailto:lgaj.r.garcia@primeflight.com<mailto:lgaj.r.garcia@primef
<lgaj.r.garcia@primeflight.com<mailto:lgaj.r.garcia@primeflight.com<mailto:lgaj.r.garcia@primef
"Daniel Enriquez
(lgadenriquez@primeflight.com<mailto:lgadenriquez@primeflight.com<mailto:lgadenriquez@primeflig
<lgadenriquez@primeflight.com<mailto:lgadenriquez@primeflight.com<mailto:lgadenriquez@primeflig
Cc: "Mckann, Matt"
<Matt.McKann@aa.com<mailto:Matt.McKann@aa.com<mailto:Matt.McKann@aa.com%3cmailto:Matt.McKann@aa
"Javed, Muhammad U."
<Muhammad.Javed@aa.com<mailto:Muhammad.Javed@aa.com<mailto:Muhammad.Javed@aa.com%3cmailto:Muham
Subject: Regional Security Search

Just wanted an update to verify that all your folks are trained and ready search E17bs. Please advise.

Jed P. Luke
General Manager - LGA
Flushing, NY 11371
718-803-7716 - Office
817-941-9707 - Mobile
646-301-7914 - Mobile
718-803-7794 - fax
Jed.Luke@aa.com<mailto:Jed.Luke@aa.com>
[cid:image001.jpg@01D13716.056D4370]

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EXHIBIT E-15

PF Aviation Services LGA

Space provided by AA.

Terminal B:

Hanger #3: PF Main Office

- Office consists of 6 rooms. SF varies by space.
- Training Room: 1 large class room and smaller storage room connected aft class room.
- Ramp Level: Rug room, utilized to store all American Airlines provided cabin cleaning supplies. The room consists of 2 large rooms.
- Small breakroom: Small employee break room next to employee cafeteria.
- Locker rooms: Two locker rooms for employee use and storage.
- Control Center: Control center office, staff assignments.
- WCHR Dispatch Office: Dispatcher for WCHR attendants
- Sup office: Adjacent to WCHR dispatch office.
- Baggage Service Office: Large space with various rooms includes a small breakroom.
- Cabin Service office: Office for cabin service staff, breakroom and small supply room.
- D8 supply room. Supply room utilized for storage of big bulky items.
- Priority Parcel Office: Includes break room and office space.

Terminal C:

- Baggage Service Office: Includes break room and small office space.
- Dispatch Office
- Cabin Service Office

Space provided by Southwest

Terminal B

Concourse B:

- Gate B1 Cabin and Facility Offices: Two ramp level rooms, one room utilized for Cabin and Facility supplies/breakroom and a second room utilized as an office for cabin staff.

Terminal B/C cabin AA Items utilized. 2 Lava trucks/2 water trucks

4 AA hand held Radios

1 pallet jack (for moving skids of items) (Rug rm)

TB: 3 Terminals (PC) 1 in rug room, 2 in cabin break rm for training

TC: 1 Terminal (PC) cabin break rm

10 Ft aluminum ladder (for rug room)

Supplies provided by carrier:

- Chemicals (for lavs/galleys) CH2200 (mild eco friendly hard surface cleaner)
- Palmolive (Dish soap) mild multipurpose cleaner for tray tables
- Aero window cleaner (30% alcohol)
- Paper Towels
- Toilet Paper
- Plastic Gloves
- Empty plastic

Wheel Chair Operation:

- AA provides own WCHR for customers in addition AA pay for repairs to WCHRS.
- 2 way radios.

Baggage Operations:

- AA provides scanners to scan bags.
- AA provides 2 way communication radios.

Skycap Operations:

- AA provides skycap podiums
- AA provides PC for Skycap to check in customers

Rear Deplane Operation:

- AA provides 2 way communication radios

Bussing Operation:

- AA provides 2 way communication radios.
- AA provides Blue Vest for way finders.
- AA provides Umbrellas for customers during inclement weather.

Priority Parcel Operation:

- AA provides PC for acceptance of small cargo shipments.
- AA provides full uniform for PF PPS employees.
- AA provides telephones.
- AA provides PPS agents with name bars.

Baggage Service Operation:

- AA provides PCs' to trace customer bags.
- AA provides BSO agents with full uniform.
- AA provides BSO agent with name bars.

Equipment provided by Southwest

Terminal B

Skycap Operation:

- Skycap podiums.
- 4 Curbside PC and printers

Cabin Operation (supplies):

- Inflight Safety Cards
- Braille Cards
- Air Sick Bags
- Jet Scent Cabin Spray
- Station Biohazard Clean up kit
- Cabin cleaning chemicals
- Quick Freeze Gum Remover
- Galley Trash Bags
- Inflight Trash Bags
- C-fold Towels
- Foaming Soap
- A/C Sanitary Napkins
- A/C Tampons
- Kleenex
- Toilet Paper

Facilities Operation:

- Trash Bags
- Rolled Towels Bleached
- Toilet Seat Covers
- Toilet Paper
- Purell Foam Hand Sanitizer Refill
- Urinal Screens
- Foam Soap Refill
- High Performance Microfiber Cloth
- Sani-Com Wipes
- Synthetic Gloves
- Latex Free Bouffant Cap
- Lin Free, Latex Beard Guard

Wheelchair Operation:

- Southwest provides with 50 wheelchairs lease and maintained through Aviation Mobility

EXHIBIT E-16

From: Atul Kumria [Atul.Kumria@spirit.com]
Sent: Tuesday, December 13, 2016 12:35 PM
To: Nizer Aliismael; LGA Station Sups; PFLGA - Rodrigo Calapaqui; Karriem King; LGA-Ops
Cc: Anthony Bogar
Subject: Fwd: Belt

Rodrigo

We will need help for a person for Five hours or less this week on Thursday to help on baggage,

Joe

Please work with a Oxford and Prime flight to ensure we have no issue on bags...Many thanks!

Karriem

FYI as well

Best wishes
Atul Kumria

Begin forwarded message:

From: John Paterakis <jpaterakis@oxfordats.com>
Date: December 13, 2016 at 12:29:19 PM EST
To: Atul Kumria <Atul.Kumria@spirit.com>
Cc: LGA-Ops <LGA-Ops@spirit.com>
Subject: RE: Belt

We will start around 8:30-9am after morning push and will return to service around 4pm. Will try and get it back sooner.

Thanks

-----Original Message-----

From: Atul Kumria [mailto:Atul.Kumria@spirit.com]
Sent: Tuesday, December 13, 2016 10:08 AM
To: John Paterakis <jpaterakis@oxfordats.com>
Cc: LGA-Ops <LGA-Ops@spirit.com>
Subject: Belt

John

As we met and spoke

Appreciate if you can kindly give me the firm timings on what belt will not be available on Thursday morning,

Thanks

Best wishes
Atul Kumria

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EXHIBIT E-17

From: Atul Kumria [Atul.Kumria@spirit.com]
Sent: Saturday, December 24, 2016 10:21 AM
To: PFLGA - Charlie Lucas; PFLGA - Mirian Vasquez; PFLGA - Dornetta Macken; PFLGA - Rodrigo Calapaqui; PFLGA - Peter Calandro; PFLGA - Gladys Fernandez-Woods; PFLGA - Shani Shand; PFLGA - Jennifer Batista; PFLGA - Yomayra Cespedes
Cc: Julian Tiburcio; PFLGA - Rodrigo Calapaqui
Subject: RE: Saturday December 24th 2016.

Thanks Charlie -very impressive support we get from you and team on daily basis!

Wanted to wish everyone a very Merry Christmas as well!

Can you please add my LGAOPS email ID in your morning brief as well- LGA-ops@spirit.com

Kindly delete Jasmine from the distribution as she has moved to EWR as my manager there-

Many thanks,

Atul

From: PFLGA - Charlie Lucas [mailto:LGAclucas@primeflight.com]
Sent: Saturday, December 24, 2016 8:11 AM
To: Tony.Mims@wnco.com; Kursten George; ken.ortiz@wnco.com; Bernard.Hartsfield@wnco.com; Atul Kumria; Julian Tiburcio; Jasmine Ramos; Vivian PerezAgostini; Androniki.Amitsis@wnco.com; PFLGA - Mirian Vasquez; PFLGA - Dornetta Macken; PFLGA - Rodrigo Calapaqui; PFLGA - Peter Calandro; PFLGA - Gladys Fernandez-Woods; PFLGA - Shani Shand; PFLGA - Jennifer Batista; PFLGA - Yomayra Cespedes
Subject: Saturday December 24th 2016.

Good morning everyone.

Today's operation at checkpoint B started with TSA opening up the checkpoint at 04:13 with four(4)I.D.checkers and all four lanes

Were in operation.

The lines at the check point were pretty much contain within the perimeters of the stentions and I estimate the wait time to be around ten minutes.

Praime Flight had two ticket checkers and two Divesters in place at check point B

The CTX bag got bit hectic and I got TSA to open up the third CTX after that it was just fine and we were able to expedite all bags in a timely manner.

Charlie.

Sent<http://www.vertex42.com/calendars/>
from my iPhone

EXHIBIT E-18

From: Julian Tiburcio [Julian.Tiburcio@Spirit.com]

Sent: Saturday, February 04, 2017 6:11 PM

To: Atul Kumria; PFLGA - Rodrigo Calapaqui; Jacqueline Hughes; PFLGA - Charlie Lucas; PFLGA - Alanna Felix; PFLGA - Dornetta Macken; PFLGA - Jennifer Batista; PFLGA - Mirian Vasquez; PFLGA - Peter Calandro; PFLGA - Shani Shand; PFLGA - Yomayra Cespedes; PFLGA - Alanna Felix; PFLGA - Cynthia Lynch; PFLGA - Emmanuel Joseph; PFLGA - Evelyn Gomez; PFLGA - Hibbert Rashan; PFLGA - Aracelis Febo; PFLGA - Jennifer Ramirez

Cc: LGA Station Sups

Subject: RE: Flight 921

Rodrigo and team as per our previous conversation, Mr. Arnold is returning tomorrow February 5th, 2017, on flight 300 MYR-LGA ETA 11:30 a.m., be ready with a least 3 male handlers, thanks.

Best Regards:

Julian

From: Atul Kumria

Sent: Saturday, February 04, 2017 6:01 PM

To: PFLGA - Rodrigo Calapaqui; Jacqueline Hughes; PFLGA - Charlie Lucas; PFLGA - Alanna Felix; PFLGA - Dornetta Macken; PFLGA - Jennifer Batista; PFLGA - Mirian Vasquez; PFLGA - Peter Calandro; PFLGA - Shani Shand; PFLGA - Yomayra Cespedes; PFLGA - Alanna Felix; PFLGA - Cynthia Lynch; PFLGA - Emmanuel Joseph; PFLGA - Evelyn Gomez; PFLGA - Hibbert Rashan; PFLGA - Aracelis Febo; PFLGA - Jennifer Ramirez

Cc: LGA Station Sups

Subject: RE: Flight 921

Thanks Rodrigo for your follow up-

Much appreciated-

Atul

From: PFLGA - Rodrigo Calapaqui [<mailto:lgarcalapaqui@primeflight.com>]

Sent: Thursday, February 02, 2017 7:06 PM

To: Jacqueline Hughes; PFLGA - Charlie Lucas; PFLGA - Alanna Felix; PFLGA - Dornetta Macken; PFLGA - Jennifer Batista; PFLGA - Mirian Vasquez; PFLGA - Peter Calandro; PFLGA - Shani Shand; PFLGA - Yomayra Cespedes; PFLGA - Alanna Felix; PFLGA - Cynthia Lynch; PFLGA - Emmanuel Joseph; PFLGA - Evelyn Gomez; PFLGA - Hibbert Rashan; PFLGA - Aracelis Febo; PFLGA - Jennifer Ramirez

Cc: LGA Station Sups

Subject: RE: Flight 921

Hello Jacqueline,

I am concern with the way my agents handle Mr. Timothy Arnold, this is the second time we had an issue with this passenger, I understand Mr. Arnold is a large man but we need to be ready to provide him and any other passenger with the proper assistance. Therefore, effective immediately a Primeflight supervisor will be assisting all straight back passengers.

Thank you,

Rodrigo

From: Jacqueline Hughes [Jacqueline.Hughes@Spirit.com]
Sent: Thursday, February 02, 2017 11:25 AM
To: PFLGA - Rodrigo Calapaqui
Cc: LGA Station Sups
Subject: Flight 921

This morning we had a bit of an issue with a straight back passenger Timothy Arnold. We had 5 PF agents trying to assist Timothy onto his chair. The agents assigned to assist him seemed uncertain on how to handle this specific passenger. Luckily our gate agent Rodrigo took the lead and began assisting the passenger onto the straight back seat. We originally sat the passenger in seat 3F, but the PF agents were unable to place this passenger in this seat. We then placed passenger in a big front seat so the agents could place him without incident. Upon moving the passenger one of the PF agents broke his water bottle, (I understand this was an accident) Timothy wanted a replacement water bottle. I asked the supervisors in charge if this would be possible? I was told they wouldn't be purchasing him a new water bottle. I then went to Hudson News myself see if I could purchase a new one, (out of pocket) for the passenger to avoid any further complaints. I also made sure that the Lead FA provided Timothy with water as a courtesy, which she kindly agreed to.

-Jackie

Jacqueline Hughes
Customer Service Supervisor - LGA
718-316-6331

spirit
LESS MONEY. MORE GO.

EXHIBIT E-19

From: Tony Mims [Tony.Mims@wnco.com]
Sent: Monday, March 13, 2017 1:17 PM
To: PFLGA - Rodrigo Calapaqui; Ken Ortiz; Kursten George; Bernard Hartsfield; Androniki Amitsis
Subject: RE: Winter Storm 3/14/17

Rodrigo,

LGA

Sun normal ops

Mon – no Terminators

Tue – no Originators, no Turns and no Terms.

Wed – The tentative plan to resume ops with the first scheduled Turn Flights.

Adjustments to Wed start-up plan will be made on Tues pending actual storm impact

Tony

A. H. "Tony" Mims
Station Manager
New York's LaGuardia Airport

From: PFLGA - Rodrigo Calapaqui [<mailto:lgarcalapaqui@primeflight.com>]
Sent: Monday, March 13, 2017 12:55 PM
To: Ken Ortiz; Kursten George; Bernard Hartsfield; Androniki Amitsis; Tony Mims
Subject: Winter Storm 3/14/17

Hello Ken and Kursten,

Do you have an update for your operations for tonight, tomorrow and Wednesday?..... I would like to make sure I staffed my team accordingly.

Thank you,

Rodrigo

EXHIBIT E-20

From: Tony Mims [Tony.Mims@wnco.com]

Sent: Thursday, May 11, 2017 9:29 AM

To: LGA Leaders-DG; PFLGA - Dornetta Macken; PFLGA - Charlie Lucas; PFLGA - Rodrigo Calapaqui; PFLGA - Peter Calandro; PFLGA - Jennifer Batista; PFLGA - Mirian Vasquez

Subject: AM Station Leadership Briefing at 09:30

When: Occurs every day from 9:30 AM to 10:00 AM effective 5/8/2017 until 2/28/2018. Eastern Standard Time

Where: Station Training Room or Designated area

Leaders,

LGA Station Leadership Briefing Format(s):

- The AM station leadership briefing is conducted daily at 09:30.
- Please review the formats below and come prepared to discuss your particular area of responsibility, provide constructive feedback and/or dialogue as it relates to our performance, forecasting and execution against plan.
- Please note that this is a briefing and not a meeting, if further discussion is required beyond this forum, then it is suggested that a separate meeting be called to discuss a particular matter.
- It is also expected that if you are unable to attend briefing, that you advise a manager in advance, and that you are reporting to briefing on time as a matter of professional courtesy.
- The Microsoft Office calendars will be populated as reminder to include the briefing templates in case you should misplace it.

AM Briefing Format/The morning start-up: 45 minutes

Topics

- **Opening shift remarks by the ASM's**
- **Safety** – Concerns, occurrences, issues

- **Prime Flight** – Wheelchair Staff, Curb Skycaps and Operable wheelchairs
- **Allied** – *Only if there is fueling delay or concern*

- **AM Comm Sup**
- **Operations:**
- Today's Station's EMO Performance ___%
- EMO MTD _____% (Improved or Declined by)
- Local Weather Impact
- System Weather Impact
- Assigned EMO(s) for today, performance results
- Yesterday's Turn Performance by ___% (___/___)
- Number of OP1 and OP13 delays
- Comm Coordinator
- Operational Pre-plan

- Today's safety focus

- **AM Concourse Supervisor**
- Assigned EMO(s) for today, performance results
- Yesterday's Turn Performance by ___% (___/___)
- Number of OP1 and OP2 delays
- Equipment (*Computer, Phones, Jetways*)
- Facility cleanliness
- Operational Pre-plan
- Today's safety focus

- **AM Ticket/BSO Supervisor**
- Assigned EMO(s) for today, performance results
- Number of OP2 and OP7 delays
- Passenger count: Today/ Tomorrow
- AM Groups by flight:
- MBR results ____ (Improved/Declined by) and the number of 78's MTD ____
- Bags on hand this mornings ____ (Cause and solutions)
- Number Kiosk operating
- Lobby Host:
- Operational Pre-plan
- Today's safety focus

- **AM T-Point Supervisor**
- Assigned EMO(s) for today, performance results
- Number of OP3 delays
- MBR Yesterday's results ____
- MBR MTD ____ (Improved/Declined by)
- MTD FTL's ____ (Cause and solutions) (RSS)
- Yesterday's Turn Performance by ___% (___/___)
- T-Point Point Person:
- Operational Pre-plan
- Today's safety focus

- **AM Ramp Supervisor**
- Assigned EMO(s) for today, performance results
- Yesterday's Turn Performance by ___% (___/___)
- Number of OP3, OP4, OP5, OP11 and OP12 delays
- GSE out of Service and fuel Status
- FOD Status for the Shift
- Leads on duty (by name)
- Operational Pre-plan
- Today's safety focus

- **Department Admins – Carl, Charlotte and Chris**

- Number of Agents on duty by department
- Known OT/Liability for the day
- Today's Activities
- Concerns

- **Station Admin – Niki**

- Today's Activities
- Managers meetings for the day
- Upcoming events

EXHIBIT E-21

From: Sharon Abraham-Klengler [Sharon.Abraham-Klengler@wnco.com]
Sent: Monday, April 03, 2017 7:14 PM
To: PFLGA - Maria Reyes; PFLGA - Rodrigo Calapaqui
Cc: Kursten George
Subject: SkyCap One Res Update

Hello Maria and Rodrigo,
Please be advised of the following updates from this week:

Skycap Update

- **SSRs** – Skycaps **will not** be able to add any SSRs at all.
- **Name Correction** – Skycaps can do a name correction in CM; however, they cannot do anything in ARD. If the name is wrong, they will need to send the Customer to see a CSA.

Sharon Abraham-Klengler
LGA & EWR Instructor- Flushing, NY
Southwest Airlines University
516-851-7397 -Cell
718-533-4538 -Primary
718-533-4529 -Fax
Sharon.Abraham-Klengler@wnco.com

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EXHIBIT E-22

From: Sharon Abraham-Klengler [Sharon.Abraham-Klengler@wnco.com]

Sent: Friday, May 12, 2017 3:29 PM

To: PFLGA - Maria Reyes; PFLGA - Rodrigo Calapaqui

Cc: De Lacy Jackson; SWA U LGA-DG

Subject: SkyCap One Rese Procedures Recap

Skycaps–Recap of Procedures

To: All Skycaps Employees

By: Ground Operations Planning

- Skycaps should NOT be checking in international Customers.
- Skycaps cannot age-verify, and must send the Customer to the CSA
 - This is new and is something that will be done every time a Customer travels
- Bags must be associated with the Customer checking the bag. Adding multiple bags for one Customer for several Customers traveling under one PNR will create an excess baggage charge. This charge will result in the Customer being ineligible to board until a payment is collected by a CSA.
- Skycaps can now add Special Service Request (SSR) codes to Passenger PNRs. However, any chargeable services must be handled by the CSA. The procedure to add a Special Services Request code is below:
 - Retrieve PNR
 - Add Special Service
 - Enter Special Service code and Add SSR
 - Click Add Service
- Skycaps please remember to log in using your user ID, PWD and remote office ID (under the advanced tab)

Sharon Abraham

LGA & EWR Instructor- Flushing, NY

Southwest Airlines University

516-851-7397 -Cell

718-533-4538 -Primary

718-533-4529 -Fax

Sharon.Abraham@wnco.com

Southwest 

EXHIBIT E-23

From: Atul Kumria [Atul.Kumria@spirit.com]
Sent: Friday, March 03, 2017 2:38 PM
To: PFLGA - Rodrigo Calapaqui
Cc: Julian Tiburcio; Nizer Aliismael
Subject: RE: NK331 Boarding Passes

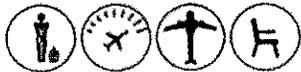
Rodrigo-

Thanks for your note-

Seems that the follow up briefing should have been done when there was a shift change? I am sure Jose would have gone back to brief the new crew if he know that the new crew will come-

As always much appreciated on your support-

Atul Kumria
General Manager
Spirit Airlines
Desk: 718-316-6334
Mobile: 954-225-5313



From: PFLGA - Rodrigo Calapaqui [<mailto:lgarcalapaqui@primeflight.com>]
Sent: Friday, March 03, 2017 2:19 PM
To: Atul Kumria
Cc: Julian Tiburcio; Nizer Aliismael
Subject: RE: NK331 Boarding Passes

Good Afternoon Atul,

I opened an investigation regarding this incident and these are my findings:

- Flight NK331 departing time was 2159 but it was delayed until 2334
- Spirit Supervisor Jose Alvarez spoke with Primeflight Supervisor Jennifer Batista about flight NK331 around 1940.
- Primeflight Supervisor Jennifer Batista briefed our ticket checkers about Supervisor Jose's request at 1945.
- Our ticket checkers follow the instructions given to them until the end of their shift at 2030 (for about 45 minutes)
- From the time our ticket checker agents finished their shift and the boarding time of flight NK331, there were 2 hours and 15 minutes that passenger were not screened for home printed boarding passes.

Should you need any further information, please do not hesitate to contact me.

Thank you,

Rodrigo

From: Atul Kumria [Atul.Kumria@spirit.com]
Sent: Friday, March 03, 2017 5:09 AM
To: PFLGA - Rodrigo Calapaqui
Cc: Julian Tiburcio; Nizer Aliismael
Subject: FW: NK331 Boarding Passes

Good Morning Rodrigo-

We took a five minute delay because of the below mentioned issue-

Can we check what exactly what happened-

Much appreciated-

Thanks,

Atul

From: Jose Alvarez
Sent: Friday, March 03, 2017 1:22 AM
To: Atul Kumria; Julian Tiburcio
Cc: LGA Station Sups
Subject: NK331 Boarding Passes

Good evening,

As we all may know NK331 cxl and then was reinstated within 10 minutes which created problems because all pax whom checked in at home now had been unchecked and would need new boarding passes. So in turn I advised one of the prime flight supervisors on the matter of denying access to the TSA line for those passengers with printed boarding passes from home. She agreed and went on to let her agents know, her agents did the complete opposite all passengers with home printed passes went through and had to be rechecked at the gate. Nearly everyone on NK331 had a home printed pass. Some pax got their passes swapped out earlier during 779 but a bulk of them showed up during the boarding process. This would have been avoided if the PrimeFlight agents at the checkpoint were following instructions given. We did manage to work around it but the scanner at the gate being down slowed the boarding process a bit. Just addressing a playing factor that could have been ruled out long before the flight was to board.

Regards.

EXHIBIT E-24

From: Tony Mims [Tony.Mims@wnco.com]

Sent: Wednesday, February 15, 2017 1:55 PM

To: PFLGA - Rodrigo Calapaqui; PFLGA - Charlie Lucas

Cc: LGASM-DG; LGA Above Wing Supervisors-DG; Androniki Amitsis; PFLGA - Shani Shand; PFLGA - Jennifer Batista; PFLGA - Mirian Vasquez; PFLGA - Peter Calandro; PFLGA - Maria Reyes

Subject: Prime Flight Additional Resources Presidents Day Weekend Only

Rodrigo, Charlie,

Additional resources for the Presidents Day Weekend Only, please plan accordingly. This is not to say that if additional resources are required that we not staff accordingly, but this is a base to operate from for this event. Please advise once filled.

Friday: February 17th

- AM Shift 2 Wheelchair Handlers and 1 Baggage Handler
- PM Shift 2 Wheelchair Handlers and 1 Baggage Handler

Saturday: February 18th

- AM Shift 2 Wheelchair Handlers and 1 Baggage Handler
- PM Shift 2 Wheelchair Handlers and 1 Baggage Handler

Sunday: February 19th

- AM Shift 2 Wheelchair Handlers and 1 Baggage Handler
- PM Shift 2 Wheelchair Handlers and 1 Baggage Handler

Monday: February 20th

- AM Shift 2 Wheelchair Handlers and 1 Baggage Handler
- PM Shift 2 Wheelchair Handlers and 1 Baggage Handler

Thanks,

Tony

Your attitude determines your altitude – AHTM

A. H. "Tony" Mims
Assistant Station Manager
Ground Operations
LaGuardia Airport Central Terminal Bldg
718-533-4511

Anthony.Mims@wnco.com

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EXHIBIT E-25

From: PFLGA - Maria Reyes
Sent: Monday, May 22, 2017 9:49 AM
To: PFLGA - Rodrigo Calapaqui
Subject: FW: Notification Summary

FYI

Respectfully,

Maria Reyes

From: Tony Mims [Tony.Mims@wnco.com]
Sent: Monday, May 01, 2017 6:04 PM
To: PFLGA - Maria Reyes
Cc: Jamila Williams
Subject: FW: Notification Summary

Maria,

Good evening,

For your handling if deemed necessary.

Thanks,

Tony

A. H. "Tony" Mims
Station Manager
New York's LaGuardia Airport

From: Beeline Notification [mailto:donotreply@BEENOTIFY.COM]
Sent: Monday, May 01, 2017 9:12 AM
To: Tony Mims
Subject: Notification Summary

Southwest  **Notification Summary**

My Recent Activity

 **Assignment - Due To Expire**

Assignment ID: 42147
Candidate: Camilo, Carlos

Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 41867
Candidate: Leung, Westley
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 41847
Candidate: Urquizo, Iris
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42113
Candidate: Perdomo, Mirtha
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 41858
Candidate: Harry, Prince
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42163
Candidate: Morse, Kevin
Job Title: Vendor WN - Baggage Transporter - XSHL
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 7002
Candidate: Gonzalez, Celestina
Job Title: Vendor WN - Wheelchair/Passenger Assistance - XWCH
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42153
Candidate: Anderson, Dashawn

Job Title: Vendor WN - Baggage Transporter - XSHL
Current End Date: 5/31/2017

✱ Assignment - Due To Expire

Assignment ID: 42171
Candidate: Lynch, Cynthia
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

✱ Assignment - Due To Expire

Assignment ID: 7097
Candidate: Brown, Hubert
Job Title: Vendor WN - Sky Cap - SK01
Current End Date: 5/31/2017

✱ Assignment - Due To Expire

Assignment ID: 42149
Candidate: Tamay, Franklin
Job Title: Vendor WN - Baggage Transporter - XSHL
Current End Date: 5/31/2017

✱ Assignment - Due To Expire

Assignment ID: 42087
Candidate: Reyes, Luisana
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

✱ Assignment - Due To Expire

Assignment ID: 42132
Candidate: Soto, Alfredo
Job Title: Vendor WN - Sky Cap - SK01
Current End Date: 5/31/2017

✱ Assignment - Due To Expire

Assignment ID: 41859
Candidate: Flores, Ana
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

✱ Assignment - Due To Expire

Assignment ID: 42175
Candidate: Macken, Dornetta

Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42146
Candidate: Santos, Roberto
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 41844
Candidate: Islam, MD
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 41842
Candidate: St.Ange, Varnessa
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 7004
Candidate: Duran, Ramona
Job Title: Vendor WN - Wheelchair/Passenger Assistance - XWCH
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 7005
Candidate: Diaz, Marina
Job Title: Vendor WN - Wheelchair/Passenger Assistance - XWCH
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 41843
Candidate: Azher, Khawja
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42224
Candidate: Vazquez, Miriam

Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 41839
Candidate: Perez, Marina
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42168
Candidate: Moguel, Elvis
Job Title: Vendor WN - Baggage Transporter - XSHL
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42162
Candidate: Wright, Keith
Job Title: Vendor WN - Baggage Transporter - XSHL
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 41856
Candidate: Bibi, Poli
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 41868
Candidate: Hernandez, Martha
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42106
Candidate: Figueroa, Maritza
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42158
Candidate: Stultz, Jabari

Job Title: Vendor WN - Baggage Transporter - XSHL
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42176
Candidate: Germosen, Marina
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42155
Candidate: Uribe, Edwin
Job Title: Vendor WN - Baggage Transporter - XSHL
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42136
Candidate: Hernandez, Alejandro
Job Title: Vendor WN - Sky Cap - SK01
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42058
Candidate: Khurana, Chandraprakash
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42773
Candidate: tejada, romulo
Job Title: Vendor WN - Baggage Transporter - XSHL
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42172
Candidate: Felix, Alanna
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42091
Candidate: Jiminian, Zoila

Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 41862
Candidate: Rahman, Mohammed
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42141
Candidate: urena, robert
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42142
Candidate: Maccow, Claudia
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42152
Candidate: Gutierrez, Juan
Job Title: Vendor WN - Baggage Transporter - XSHL
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42196
Candidate: Nicola, Josue
Job Title: Vendor WN - Sky Cap - SK01
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42772
Candidate: shand, shani
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

Assignment - Due To Expire

Assignment ID: 42156
Candidate: Showell, Quaheim

Job Title: Vendor WN - Baggage Transporter - XSHL
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42527
Candidate: Calapaqui, Rodrigo
Job Title: Vendor WN - Sky Cap - SK01
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42134
Candidate: DelCarpio, Miguel
Job Title: Vendor WN - Sky Cap - SK01
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42166
Candidate: Soto, Jenniel
Job Title: Vendor WN - Baggage Transporter - XSHL
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42053
Candidate: Paulino, Regina
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 42110
Candidate: Martinez, Niurka
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

 **Assignment - Due To Expire**

Assignment ID: 41863
Candidate: Fournier, Eufasia
Job Title: Vendor WN - Wheelchair/Baggage - XWCS
Current End Date: 5/31/2017

My To Do

You have no alerts



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