



Certified: --

E-99-22
Filed with the Clerk of the Nassau County
Legislature on August 23, 2022 1:14pm

NIFS ID: CQHE22000004

Capital:

Contract ID #: CQHE22000004

NIFS Entry Date: 06/28/2022

Department: Health

Service: Transportation Management Services

Term: from 09/01/2022 to 08/31/2027

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	Yes
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: Swissport SA LLC	ID#: 113319570
Main Address: 2150 Smithtown Ave Ronkonkoma, NY 11779	
Main Contact: Brigid Mitchell	
Main Phone: (631) 235-9587	

Department:
Contact Name: Daniel Naftol
Address: 200 County Seat Dr Mineola, NY 11501
Phone: (516) 227-8598
Email: dnaftol@nassaucountyny.gov

Contract Summary

Purpose: Transportation Management Services: To provide NY State mandated transportation services to approximately 1,400 children with developmental delays who are in the Preschool Special Education and Early Intervention Programs. Services are for children who require transportation from home to center-based programs approved by New York State
Method of Procurement: RFP HE1025-2130 was advertised in 10/25/2021. RFP submissions were opened mid-January, 2022 and evaluated February through March 2022. Award letter to Swissport was sent on 6/2/2022.
Procurement History: This contractor has provided these services in satisfactory manner since 1998 under contract with the Department of Mental Health and since 2005 with the Department of Health
Description of General Provisions: Managing and overseeing the Nassau County contracts with private bus companies, enforce contract provisions and monitor compliance with NY State Health Dept. and New York State Department of Transportation regulations and other applicable laws.
Impact on Funding / Price Analysis: First year of a 5-year contract. First year contract amount will not exceed \$429,663.00

subject to available funding. Contract amounts for following 2nd, 3rd, 4th, and 5th years are as follows: \$442,553.00, (2nd), \$455,829.00, (3rd); \$469,504.00 (4th); and 483,589.00 (5th). Total amount of the contract for all year is \$2,281,137.47. Contract amounts are 59.5% state aid reimbursable

Change in Contract from Prior Procurement: New contract: First year contract amount \$429,663.00. Total amount of contract for five years is \$2,281,137.47.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	54	5400	PP	HEGEN5400	PP760	HEGEN5400 PP760	01	\$429,663.00
						TOTAL		\$429,663.00

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$174,014.00
		Federal	\$0.00
		State	\$255,649.00
		Capital	\$0.00
		Other	\$0.00
		Total	\$429,663.00

Routing Slip

Department			
NIFS Entry	Daniel Naftol	06/28/2022 12:12PM	Approved
NIFS Final Approval	Deneen Jenkins	06/29/2022 09:40AM	Approved
Final Approval	Deneen Jenkins	06/29/2022 09:40AM	Approved
County Attorney			
Approval as to Form	Nick Sarandis	06/30/2022 11:06AM	Approved
RE & Insurance Verification	Andrew Amato	06/29/2022 11:40AM	Approved
NIFS Approval	Daniel Gregware	07/05/2022 10:46AM	Approved
Final Approval	Daniel Gregware	07/05/2022 10:46AM	Approved
OMB			
NIFS Approval	Jeff Nogid	06/29/2022 10:08AM	Approved
NIFA Approval	Irfan Qureshi	07/05/2022 10:44AM	Approved
Final Approval	Irfan Qureshi	07/05/2022 10:44AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	08/03/2022 05:37PM	Approved
DCE Compliance Approval	Robert Cleary	08/03/2022 05:37PM	Approved
Vertical DCE Approval	Anissa Moore	08/11/2022 04:21PM	Approved
Final Approval	Anissa Moore	08/11/2022 04:21PM	Approved
Legislative Affairs Review			
Final Approval	Renee Reddy	08/23/2022 12:28PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY
DEPARTMENT OF HEALTH AND SWISSPORT SA, LLC

WHEREAS, the County has negotiated a personal services agreement with Swissport SA LLC for services in connection with managing and overseeing contracts with private transportation companies, the enforcement of contract provisions and monitoring compliance with the regulations of the New York State Department of Transportation and any other applicable laws, rules or regulations, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Swissport SA LLC

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2022 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Health, having its principal office at 200 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) Swissport SA LLC, a New York State corporation, having its principal office at 2150 Smithtown Avenue, Ronkonkoma, New York 11779 (the "Contractor" or "Swissport").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on September 1, 2022 and terminate on August 31, 2027, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The Contractor shall provide the services as detailed in the attached Appendix B ("Services"). The Contractor shall provide continuing assistance to the County in managing and overseeing contracts with private transportation companies (the "Bus Companies"), the enforcement of contract provisions and monitoring compliance with the regulations of the New York State Department of Transportation and any other applicable laws, rules or regulations. The Contractor is required to manage and supervise the conduct and operation of the Bus Companies and to assist the County in drafting specifications for future transportation services bids.

3. Payment.

(a) Consideration.

(i) The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed Two Million Two Hundred Eighty-one Thousand One Hundred Thirty Seven Dollars and Forty Seven Cents (\$2,281,137.47), payable in accordance with the fee schedule attached to this Agreement as Appendix A.

(ii) Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement, as set forth in Appendix A. Contractor further acknowledges that the initial encumbrance under this Agreement shall be Four Hundred Twenty-nine Thousand Six Hundred Sixty-three

Dollars (\$429,663), payable for the first Agreement year, September 1st, 2022 through August 31st, 2023. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, vendor registration, and the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to

time), and the rules and regulations promulgated thereunder, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE and L, and Exhibit D (the Business Associate Addendum), attached hereto, and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by Law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this

subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

8. Medicaid Assistance Program. The Contractor represents and warrants that it has fully and accurately complied with Appendix BB, attached hereto and incorporated herein by reference, entitled "Medicaid List for Restricted, Terminated or Excluded Individuals or Entities Review." The Contractor shall cooperate with the Department in ascertaining whether a Child is eligible for or enrolled in the Medical Assistance Program. The Contractor shall forward to the Department monthly, at the same time as its claims, all documentation and information necessary to support the County's billing of the Medical Assistance Program, in such form as prescribed by the Department. The Contractor shall further notify the Department or its designee if the Contractor knows that a Child has such payment sources.

9. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate

coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than 30 days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon 30 days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the

termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By The Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least 90 days prior to the termination date (or a shorter period if 90 days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least 30 days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for 30 days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three business days after it is mailed or one business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) The following appendices are attached hereto and are made a part of this Agreement:

Appendix A	Fee Schedule
Appendix B	Services
Appendix BB	Medicaid List for <u>Restricted, Terminated or Excluded Individuals or Entities Review</u>
Exhibit D	Business Associate Addendum
Appendix EE	Equal Employment Opportunities for Minorities and Women
Appendix L	Certificate of Compliance

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three dollars (\$533) for the processing of this Agreement pursuant to Ordinance 74-1979, as amended by Ordinances 201-2001, 128-2006 and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement. Contractor checks for the administrative service charge should be payable to the order of "Nassau County."

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether

the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

SWISSPORT SA, LLC

By: 

Name: Juan Barco

Title: COD GH EAST

Date: JUNE 8, 2022

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Chief Deputy County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

FLORIDA JURAT
FS 117.05(13)

State of Florida

County of Miami Dade. }

Sworn to (or affirmed) and subscribed before me by
means of

☒ Physical Presence,

— OR —

☐ Online Notarization,

this 08 day of 06, 2022, by
Day Month Year

Juan Barreiro
Name of Person Swearing or Affirming

[Signature]
Signature of Notary Public — State of Florida

Yolanda Rodriguez
Name of Notary Typed, Printed or Stamped

☒ Personally Known

☐ Produced Identification

Type of Identification Produced: _____

Place Notary Seal Stamp Above



OPTIONAL

*Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix A

FEE SCHEDULE

	Flat Fee Per Student per Month	Maximum Contact Amount	Cumulative Contract Amount
Year 1	\$29.84	\$429,662.67	\$429,662.67
Year 2	\$30.73	\$442,552.55	\$872,215.22
Year 3	\$31.65	\$455,829.13	\$1,328,044.35
Year 4	\$32.60	\$469,504.00	\$1,797,548.35
Year 5	\$33.58	\$483,589.12	\$2,281,137.47

Administrative services for Parent Mileage Reimbursement will be provided at no additional cost to the County.

Appendix B

Services

In the performance of its duties, Swissport shall provide the following personnel as part of the operational team:

One transportation coordinator who shall have overall responsibility for day-to-day service and for any coordination required among Swissport's staff and/or parents, the Department, Bus Companies, and educational facilities to which children are transported;

One full-time administrative assistant who will handle support functions, including but not limited to communication and correspondence;

A sufficient number of full-time field inspectors (currently there are three) who will each be assigned to a distinct radio equipped vehicle currently supplied by Swissport in order to respond quickly to any problem throughout the service area and to monitor service quality of transporters. When educational facilities are not in session the inspectors will be assigned to other tasks related to the work program by Swissport as appropriate.

In the performance of its duties, and in accordance with all HIPAA and FERPA regulations, Swissport shall:

1. Provide and maintain office space of sufficient size and equipped to effectively fulfill the Agreement requirements.
2. Review and approve all bus routes, in addition to making day-to-day changes which seem necessary with respect to routes, number of vehicles and other operating matters, and inform the Department of such changes within seven days. There are currently 200 bus routes. Swissport will include in the monthly report all routes with less than three children, including efforts taken to reduce or eliminate low occupancy vehicles ("LOV").
3. Respond to all inquiries and complaints regarding the transportation service and maintain a monthly log of these communications. This information will be included in Swissport's monthly report to the Department of Health (DOH)/Office of Children with Special Needs (OCSN). Complaints with a potential serious consequence such as motor vehicle accidents with ambulance response or security involvement of any type must be immediately reported to DOH/OCSN.
4. Monitor the Bus Companies operating performance and compliance with specifications. This information will be included in Swissport's monthly report to the DOH/OCSN.
5. Conduct on-site vehicle, loading and service inspections every 30 days. This information will be included in Swissport's monthly report to the DOH/OCSN.
6. Monitor the proper maintenance and cleaning of Bus Companies vehicles, including the procedures that have been put in place to comply with CDC, NYSED and NYDOH guidance: all vehicles must be disinfected, at a minimum, after each use, the bus must be sprayed with a disinfectant and the car seats must be wiped down with a disinfectant.
7. Monitor the existence of proper safety and training programs at the Bus Companies facilities, including training and safety practices related to a public health concern (i.e., COVID). This information will be included in Swissport's monthly report to the DOH/OCSN.
8. Conduct regular meetings with the Bus Companies to reinforce effective safety strategies and participate in safety training workshops. A safety library must be

- maintained which must include films, videotapes and materials for utilization by Bus Companies staff, Department personnel and educational facility personnel for the improvement of transportation services and safety. This information will be included in Swissport's monthly report to the DOH/OCSN.
9. Assure the adequate operation of the Bus Companies communications systems. This information will be included in Swissport's monthly report to the DOH/OCSN.
 10. Develop protocols in response to any contract violations and maintain a record of such violations and subsequent corrective action. This information will be included in Swissport's monthly report to the DOH/OCSN.
 11. Prepare reports to the Department as directed, including periodic notification of (a) failures by transporter(s) to comply with specifications or maintain the services and (b) inquiries and complaints and their disposition.
 12. Conduct other activities necessary to establish and promote high quality transportation services.
 13. Utilize the County's electronic portal to access and download transportation forms.
 14. Notify the County using a pre-approved written format whenever transportation has been stopped and including the reason the child is no longer taking the bus.
 15. Prepare, maintain and update a Parent Transportation brochure in accordance with current DOH/OCSN policy, procedures and requirements. This brochure shall include policies, parent responsibilities, safety issues, weather and snow emergency information, key telephone numbers, etc.
 16. Utilize a private meteorological service and assist the County in determining whether to suspend transportation due to weather. Current practice- If the home school district closes because of inclement weather, there will be no transportation provided, even if the provider school is open. If the district where the provider school is located closes because of inclement weather, there will be no transportation provided.
 17. Establish and operate an emergency notification system in order to provide timely communication to parents, providers and DOH/OCSN of any changes or cancellations to transportation as a result of weather or other unplanned events. Notification should occur at least one hour before the scheduled trip.
 18. Review Bus Companies certified invoices and supporting documentation in accordance with the County Comptroller's reasonable requirements; certify that, to the best of its knowledge, such invoices are correct; and submit same to the Department for payment by the County (indicating any adjustments, if appropriate).
 19. Prepare and audit Parent Mileage Reimbursement (PMR) claims and submit to DOH/OCSN.
 20. Swissport will serve as the liaison between the educational facilities' transportation coordinators, parents and the DOH/OCSN. All contacts will be included in Swissport's monthly report to the DOH/OCSN.
 21. Under the approval of the Director of the Preschool Special Education Program, hold meetings with each educational facility in order to determine and address concerns. This information will be included in Swissport's monthly report to the DOH/OCSN.
 22. Under the approval of the Director of the Preschool Special Education Program, conduct periodic meetings with educational facility staff and parents to review services. This information will be included in Swissport's monthly report to the DOH/OCSN.
 23. Assist the County in the development of service and equipment specifications as required by law for inclusion in County bids for transportation services.
 24. Under the direction of the Health Department, conduct pre-bid conferences with private transportation companies to explain to all potential proposers the nature of the services which are subject to bid.
 25. After the bus bid award, assist the selected transporter(s) in the start-up of service.

Office Location and Hours of Operation:

1. Swissport shall staff a local office from 6:30 a.m. to 6:00 p.m. on any day transportation is provided.
2. During the summer months, if reduced schedules by educational facilities are in effect, Swissport shall confer with the Department for mutually agreed upon hours of operation.
3. Swissport shall have an answering service in place seven days a week when staff is not available. The answering service vendor will guarantee response to the DOH/OCSN within 60 minutes from the time of the call.
4. In all circumstances, Swissport shall not close its office at the end of the school day until it has been confirmed by the transporters that all children have been safely delivered to their designated or alternative drop-off points.

To comply with Federal, State and Local Law Requirements Swissport shall:

1. Assist and monitor each Bus Company in finger printing for screening purposes, as required by applicable laws. Swissport shall be responsible for ensuring that finger printing is done by the Bus Companies for drivers through the Department of Motor Vehicles. Swissport shall also be responsible for ensuring that finger printing is done by the Bus Companies for driver assistants/monitors through the Division of Criminal Justice Services. This includes qualifying for and complying with Commissioner of Education Regulation 156.3, Department of Transportation and Motor Vehicle 19A regulations and any applicable local laws.
2. Confirm that all vehicles used in the program are on the New York State Department of Transportation's (DOT's) approved list and are in full compliance with all current rules and regulations of the DOT.
3. Monitor Medicaid excluded employees list on a monthly basis as required to assist the County in recouping maximum Medicaid transportation funding. Lists are maintained by and not limited to the:
 - I. United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list HHS-OIG-Fraud Prevention & Detection - Exclusion Program - Search
 - II. New York State Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities NYS Office of the Medicaid Inspector General

Records and Reporting Requirements:

1. Swissport shall maintain computerized files of reports on drivers and driver assistants/monitors of each transporter under County contract. Swissport shall be required to make these files available to the Department upon request.
2. Swissport shall assist with and monitor each transporter for photo identification of drivers and driver assistants/monitors employed in the performance of the program. Swissport shall be required to make these files available to the Department upon request.
3. Swissport shall maintain a file on each child transported from the time he/she enters the program. A report shall be compiled that includes such information as required by the Department (e.g., authorization, transportation changes, and special transportation

needs). Swissport shall be required to retain all records for children for a period of seven years after the last date of enrollment.

4. Swissport shall maintain transportation authorizations and attendance records for all children serviced and ensure that these records have information regarding the number of one-way trips provided, in a reporting manner and format established by the Department; including child's name, origination of trip and pickup time, destination and drop off time, bus or license plate number and name of driver.
5. Swissport shall report consecutive absences of 10 and 15 days to the Department, as established by Department procedures.
6. Swissport shall maintain a timely system and procedure for the reporting of all transportation incidents or accidents. Swissport shall be required to notify the Department by telephone immediately of such incidents or serious accidents, with a report to follow within twenty-four hours. Swissport shall notify the Department and follow-up with information as received.
7. Swissport shall electronically maintain data pertaining to the following reporting requirements:
 - a. Finance - Accounting, billing, invoices and record keeping.
 - b. Student Information Reports- Individual files, attendance, and any special transportation needs.
 - c. Safety Reports and Activities- field site activities, inspections, DOT inspection, vehicle safety equipment compliance, driver and driver assistant/monitor practices, vehicle safety drills, training programs, telephone complaints and resolution.
 - d. The Department shall have the right to review and, if needed, make modifications to the current reporting system. If such changes occur, Swissport shall be required to work with the Department in order to ensure that previous computerized files coincide with the new reporting system requirements.

Computerized Routing Software Requirements - Swissport shall utilize computerized routing software that is capable of tracking the following program and vehicle requirements in a format to be approved by the Department:

1. Route Scheduling – Swissport shall be responsible for ensuring that a route can be completed within a 90-minute period in Nassau County, unless otherwise directed by the Department.
2. Vehicle – Swissport shall be responsible for ensuring that each child, vehicle type and specific route information is maintained daily.
3. Route Optimization – Swissport shall be responsible for maintaining efficiencies throughout the school year. These efficiencies will be realized by monitoring vehicle load factors and transportation needs of children.

The current routing software program being utilized is Versatrans; however, Swissport can operate any comparable software program that is preapproved by the Department.

Transportation Database Management System - Swissport shall be responsible for maintaining a transportation database management system that relates to the reporting and routing requirements of the program. The Department shall have access to all transportation management databases relative to transportation bus services.

MEDICAID

The County has contracted with a Medicaid Billing company to assist in maximizing Medicaid reimbursement for evaluations and services provided to children who are suspected or found to have special education needs by approved Preschool Evaluators and Providers. Contracts with the County require service providers to provide documentation pertaining to the delivery of services upon request.

In most cases, the service provider is unaware of a child's status with regard to Medicaid. It is "best practice" to have the appropriate documentation for **all** children evaluated and serviced within Nassau County.

APPENDIX BB

Medicaid List for Restricted, Terminated or Excluded Individuals or Entities Review

The Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

The Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list (or any successor system), HHS-OIG-Fraud Prevention & Detection - Exclusion Program - Search
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities (or any successor system), NYS Office of the Medicaid Inspector General

Individuals and/or business entities who are identified as Restricted, Terminated or Excluded Individuals or Entities must be reported to the director of the Nassau County Department of Health Preschool Special Education Program in writing within three days of discovery and are prohibited and excluded from providing evaluations and/or services to preschool students and receive payments from Nassau County or provide office support/claiming for the evaluations and/or services. These identified individuals and/or business entities must be removed from the student's case immediately until such time as the individual and/or business entity has been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG.

Contractors will be prohibited from submitting claims to Nassau County for any evaluations and/or services provided to preschool students whose evaluations and/or services would be paid with funding from the 4410 program or provide office support/claiming for 4410 evaluations and/or services for the month in which they were identified as a Restricted, Terminated or Excluded Individuals or Entities and subsequent months until such time as the individual and/or business entity has been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG.

Restricted, Terminated or Excluded Individuals or Entities who have been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG can notify the director of the Nassau County Preschool Special Education Program in writing of their status and request reinstatement to evaluate and/or provide services to preschool students whose evaluations and/or services paid for with funding from the 4410 program or provide office support/claiming for 4410 evaluations and/or services. The independent provider, individual and/or entity will be notified in writing by Nassau County of the date on which the independent provider, individual and/or entity may begin to provide evaluations and/or services or provide office support/claiming 4410 evaluations and/or services under the terms of this Agreement.

Should the Contractor bill in error resulting in a fine to the County, the Contractor shall assume responsibility for the cost of the fine and shall reimburse the County in full. Failure to do such may result in the termination of this Agreement.

EXHIBIT D

Business Associate Addendum

This addendum ("Addendum") is effective as of _____, and amends and is made part of an agreement dated as of _____ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between _____ (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Health (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.12 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential

handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h) within five days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i) subject to Section 7.4 below, within 30 days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. § 164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. § 164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of

an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supersede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third-Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superseded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

11. HITECH ACT

11.1

- a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and
- b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and
- c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.
- d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

[The Remainder of this Page Is Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

SWISSPORT SA, LLC

By:  _____

Print Name: Juan Barrios

Title: COO GH EAST

Date: 8/16/22

APPENDIX EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, gender, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the

greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten

days of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE

deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Frank Mena (Name)
227 Fayetteville St. 9th Floor, Miami, FL 33175 (Address)
786-299-6475 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

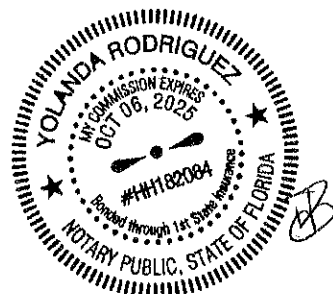
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

* 7/29/2022
Dated

* [Signature]
Signature of Chief Executive Officer

* Frank Mena
Name of Chief Executive Officer

Sworn to before me this
* 29 day of July, 2022
[Signature]
Notary Public





Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Swissport SA LLC

2. Amount requiring NIFA approval: \$2,281,137.47

Amount to be encumbered: \$429,663.00

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 09/01/2022 to 08/31/2023

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	59.5	
County %	40.5	

Is the cash available for the full amount of the contract? No

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Transportation Management Services: To provide NY State mandated transportation services to approximately 1,400 children with developmental delays who are in the Preschool Special Education and Early Intervention Programs. Services are for children who require transportation from home to center-based programs approved by New York State

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

07/05/2022

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Swissport SA LLC

CONTRACTOR ADDRESS: 2150 Smithtown Ave, Ronkonkoma, NY 11779

FEDERAL TAX ID #: [REDACTED]

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on 11/1/2021 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on January 18, 2022 [date]. 2 [state #] proposals were received and evaluated. The evaluation committee consisted of: Voting: Voting(5): NCDoh: S.Jauck, M.E.Goebel, P.Gloeckner, S.Schechter, DSS: J.Owels
Non-voting (3): NCDoh: C.Langdon, D.Naftol, Procurement: R.Cleary

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

5-9-20d2

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 12/03/2021

1) Proposer's Legal Name: Swissport SA LLC

2) Address of Place of Business: 2150 Smithtown Ave

City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: none

5) Federal I.D. Number:

6) The proposer is a: Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
- YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a conflict should arise in the future, I would contact Nassau County to discuss and ask for guidance.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

08/16/1996

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

none

No individuals with a financial interest in the company have been attached..

- iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

3 File(s) Uploaded: BOARD OF DIRECTORS.pdf, NASSAU COUNTY ORG CHART.pdf, Swissport SAUSA.docx

- iv) State of incorporation (if applicable);

NC

- v) The number of employees in the firm;

43000

- vi) Annual revenue of firm;

206900000

- vii) Summary of relevant accomplishments

Contracts with Suffolk County Dept of Social Services for Transportation Management for Emergency Housing Children.

Contract with Suffolk County Dept of Health for Transportation Management for Preschool Children with Special Needs

Contract with Nassau County Dept of Health for Transportation Management for Preschool Children with Special Needs

Orange County Dept of Health for Transportation Management for Preschool Children with Special Needs

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

25

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Swissport has over 20 years' experience managing transportation for Nassau, Suffolk and Orange counties.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Suffolk County DOH Division of Services for Children w/Special Needs		
Contact Person	Sheila Ventrice		
Address	50 Laser Court		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-2296		
Fax #			
E-Mail Address	Sheila.Ventrice@suffolkcountyny.gov		

Company	Suffolk County Department of Social Services		
Contact Person	Ann Marie Sexton		
Address	3085 Veterans Memorial Hwy		
City	Ronkonkoma	State/Province/Territory	NY
Country	US		
Telephone	(631) 854-9930		
Fax #			
E-Mail Address	annmarie.sexton@suffolkcountyny.gov		

Company	Educational Bus Company		
Contact Person	Tim Flood		
Address	63 Lamar St.		
City	West Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 791-2000		
Fax #			
E-Mail Address	timflood@thetransgroup.com		

I, Brigid Mitchell , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brigid Mitchell , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Swissport

Electronically signed and certified at the date and time indicated by:
Brigid Mitchell [BRIGID.MITCHELL@SWISSPORT.COM]

General Manager
Title

04/18/2022 02:14:05 PM
Date

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF**

SWISSPORT SA, LLC

A DELAWARE LIMITED LIABILITY COMPANY

JANUARY 1, 2015

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of SWISSPORT SA, LLC, a Delaware limited liability company (the "Company"), is hereby adopted by Servisair Americas, LLC, a Delaware limited liability company, the sole member of the Company (the "Member"), in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended (the "DLLCA"), to govern the affairs of the Company and the conduct of its business.

BACKGROUND

WHEREAS, the original Limited Liability Company Operating Agreement for the Company was adopted on May 31, 1996. An Amended and Restated Limited Liability Company Agreement was adopted on May 1, 2012.

WHEREAS, the Member desires to amend and restate the Amended and Restated Limited Liability Company Agreement in its entirety as set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants, rights and obligations set forth in this Agreement, the benefits to be derived from them, the Member agrees as follows:

1. Formation. The Company was originally organized as a Delaware limited liability company on April 18, 1996, when its Certificate of Formation was filed with the Delaware Secretary of State.
2. Name. The name of the Company is "SWISSPORT SA, LLC", and all Company business must be conducted in that name or such other names that comply with applicable law.
3. Purpose. The purpose for which the Company is organized is to transact any and all lawful business for which limited liability companies may be organized under the DLLCA and which is not forbidden by the law of the jurisdiction in which the Company engages in that business.
4. Registered Office and Registered Agent. The registered office of the Company required by the DLLCA to be maintained in the State of Delaware shall be the office of the registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Board of Directors (as hereinafter defined) may designate in the manner provided by law. The registered agent of the Company in the State of Delaware shall be

the registered agent named in the Certificate or such other person or persons as the Board of Directors may designate in the manner provided by law.

5. Foreign Qualification. Prior to conducting business in any other jurisdiction other than the State of Delaware, the Company shall comply, to the extent procedures are available and those matters are reasonably within the control of the Company, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

6. Principal Office. The principal office of the Company (at which the books and records of the Company shall be maintained) shall be at such place as the Board of Directors may designate, which need not be in the State of Delaware. The Company may have such other offices as the Board of Directors may designate.

7. Member. By virtue of the fact that the Member owns and controls all issued and outstanding Membership Interest in the Company, the Member is the Sole Member of the Company as of the effective date of this Agreement. The Member shall not cease to be a member of the Company upon the occurrence of any event described in Section 18-304 of the DLLCA.

8. Common Shares. Henceforth, as used herein, the term "Common Share" shall mean an undivided fractional part of all of the limited liability company interests (as defined in the DLLCA) of the Company and shall include all rights, powers, and obligations possessed by the members of the Company under the DLLCA, the Certificate, and this Agreement. The Company is henceforth authorized to issue 100 Common Shares, all of which shall be issued to the Member in exchange for the contribution of capital or other property previously contributed by the Member as identified in the tax records of the Company and shall be considered outstanding. Any person (as defined in the DLLCA) to whom a Common Share is transferred shall become and be admitted as a member of the Company with respect to such Common Share upon such transfer. A person shall resign as and cease to be a member of the Company when all of such person's Common Shares have been transferred to another person. The Common Shares of the Company shall be certificated, and any share certificate shall be deemed validly issued when signed by the President and Secretary of the Company.

9. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient, or incidental to or for the furtherance of the purposes set forth in Section 3, including any and all powers set forth in the DLLCA.

10. Term. The Company's existence shall be perpetual, unless it is dissolved sooner as a result of: (a) the written election of the Member, (b) the entry of a decree of judicial dissolution under Section 18-802 of the DLLCA, or (c) the occurrence of an event that causes there to be no members of the Company, unless the Company is continued in accordance with the DLLCA. No other event shall cause a dissolution of the Company.

11. Management. Subject to the provisions of the DLLCA and any limitations in this Agreement as to action to be authorized or approved by the Member, all management powers over the business and affairs of the Company shall be henceforth exclusively vested in a board of managers (the "Board of Directors" or the "Board"). Collectively, the Board of Directors shall

constitute "managers" of the Company within the meaning of the DLLCA. The Board of Directors may delegate certain of its powers to officers (the "Officers"), who shall be agents of the Company. No Member, by virtue of its status as a member of the Company, shall have any management power over the business and affairs of the Company or actual or apparent authority to enter into contracts on behalf of, or to otherwise bind, the Company. Except as otherwise specifically provided in this Agreement, the authority and functions of the Board of Directors and of the Officers shall be identical to the authority and functions of the board of directors and officers, respectively, of a corporation organized under the General Corporation Law of the State of Delaware (8 Del. C. § 101, et seq.), as amended (the "DGCL"). Thus, except as otherwise specifically provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board of Directors who shall act collectively as a board by resolution duly adopted, and the day-to-day activities of the Company shall be conducted on the Company's behalf by the Officers. In addition to the powers that now or hereafter can be granted to managers under the DLLCA and to all other powers granted under any other provision of this Agreement, the Board of Directors (subject to Section 12 of this Agreement) and the Officers (subject to Section 14 of this Agreement and the direction of the Board of Directors) shall have full power and authority to do all things on such terms as they, in their sole discretion, may deem necessary or appropriate to conduct, or cause to be conducted, the business and affairs of the Company. An individual Director shall have no independent authority to act on behalf of the Company except as may be specifically delegated to him or her by the Board of Directors.

12. Board of Directors.

(a) Number, Election and Term. The number of members of the Board of Directors (each, a "Director") that shall constitute the whole Board of Directors shall initially be equal to four. From time to time, the Member may fix the number of Directors, but the Board shall consist of not less than one (1) member. The Directors shall be elected by the Member at such times as determined by the Member, except as provided in Section 12(b), and each Director elected shall hold office until his successor shall be elected and shall qualify. Directors need not be residents of Delaware or members of the Company. Effective immediately, the directors of the Company shall be Matt Ellingson and Joseph J. Phelan.

(b) Vacancies, Additional Directors, and Removal From Office. If any vacancy occurs in the Board of Directors caused by death, resignation, retirement, disqualification, or removal from office of any Director, or otherwise, or if any new directorship is created by an increase in the authorized number of Directors, a majority of the Directors then in office, though less than a quorum, or a sole remaining Director, may choose a successor or fill the newly created directorship; and a Director so chosen shall hold office until his successor shall be duly elected and shall qualify, unless sooner displaced. Any Director may be removed either for or without cause at any special meeting of the Member duly called and held for such purpose.

(c) Regular Meeting. A regular meeting of the Board of Directors is not required to be held each year. If a regular meeting is held, such regular meeting shall be held at such place and time as the Board of Directors may provide, by resolution, either within or without the State of Delaware, without other notice than such resolution.

(d) Special Meeting. A special meeting of the Board of Directors may be called by the Chief Executive Officer or by the President and shall be called by the Secretary on the written request of any two Directors. The Chief Executive Officer or President so calling, or the Directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

(e) Notice of Special Meeting. Written notice of special meetings of the Board of Directors shall be given to each Director at least 48 hours prior to the time of such meeting. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

(f) Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by the DLLCA, by the Certificate, or by this Agreement. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(g) Action Without Meeting. Unless otherwise restricted by the Certificate or this Agreement, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof as provided in Section 12(i) of this Agreement, may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes or proceedings of the Board of Directors, or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Any copy, facsimile, or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile, or other reproduction shall be a complete reproduction of the entire original writing.

(h) Compensation. Directors, as such, shall not be entitled to any stated salary for their services unless voted by a majority of the disinterested Directors or the Member; but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or any meeting of a committee of Directors. No provision of this Agreement shall be construed to preclude any Director from serving the Company in any other capacity and receiving compensation therefore.

(i) Committee of Directors.

(i) Designation, Powers and Name. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each such committee to consist of two or more of the Directors of the Company. The committee shall have and may exercise such of the powers of the Board of Directors in the management of the business and affairs of the Company as may be provided in such resolution. The committee may authorize the seal of the Company to be affixed to all papers that may require it. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

(ii) Minutes. Each committee of Directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

(iii) Compensation. Members of special or standing committees may be allowed compensation for attending committee meetings, if the Member shall so determine.

13. Notice.

(a) Methods of Giving Notice. Whenever, under the provisions of applicable statutes, the Certificate or this Agreement, notice is required to be given to any Director, member of any committee, or the Member, such notice may be given in writing and delivered personally or mailed to such director, member of any committee, or the Member; provided that in the case of a Director or a member of any committee such notice may be given orally or by telephone. If mailed, notice to a Director, member of a committee, or the Member shall be deemed to be given when deposited in the United States mail first class in a sealed envelope, with postage thereon prepaid, addressed, in the case of the Member, to the Member at the Member's address as it appears on the records of the Company or, in the case of a Director or a member of a committee, to such

person at his business address. Notice to Directors and the Member may also be given by facsimile telecommunication. Notice may also be given to any Director, member of any committee or the Member by a form of electronic transmission as that term is defined in Section 232 of the DGCL.

(b) Written Waiver. Whenever any notice is required to be given under the provisions of an applicable statute, the Certificate, or this Agreement, a waiver thereof in writing, signed by the person or persons entitled to said notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

14. Officers.

(a) Officers. The Officers shall be a Chief Executive Officer, a President, a Treasurer and a Secretary. In addition, the Board may elect one or more Vice Presidents (any one or more of which may be designated Executive Vice President or Senior Vice President), and such other Officers and agents, including Assistant Secretaries and Assistant Treasurers, in each case as the Board of Directors shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Board. None of the Officers need be a Director, and none of the Officers need be a member of the Company.

(b) Election and Term of Office. The Officers shall be elected by the Board of Directors at such times as determined by the Board of Directors. Each Officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal.

(c) Removal and Resignation. Any Officer or agent elected or appointed by the Board of Directors may be removed without cause by the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Company shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any Officer may resign at any time by giving written notice to the Company. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) Vacancies. Any vacancy occurring in any office of the Company by death, resignation, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

(e) Salaries. The salaries of all Officers and agents of the Company shall be fixed by the Board of Directors or pursuant to its direction; and no Officer shall be prevented from receiving such salary by reason of his also being a Director.

(f) Chief Executive Officer. A Chief Executive Officer, if such office is created, shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Company. The Chief Executive Officer shall preside over any meetings of the stockholders. Effective immediately, the Chief Executive Officer of the Company shall be Joseph J. Phelan.

(g) President. The President shall have the general charge of the management of the business and affairs of the Company, subject to the control of the Board of Directors, shall ensure that all orders and resolutions of the Board of Directors and the Member are carried into effect and shall perform such other duties as from time to time may be prescribed by the Member or the Board of Directors. The President shall preside at any meetings of the Board of Directors of the Member at which the Chief Executive Officer of the Board is not present. Effective immediately, the President shall be Joseph J. Phelan.

(h) Vice Presidents. In the absence of the President, or in the event of his inability or refusal to act, the Senior or Executive Vice President (or in the event there shall be no Vice President designated as Senior or Executive Vice President, any Vice President designated by the Board) shall perform the duties and exercise the powers of the President. The Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President or the Board of Directors. Effective immediately, Matt Ellingson is elected Senior Vice President of the Company. Additionally, each of Gregory B. Reeves, Frank Clemente, Steven A. Gomez, Frank Mena, Roger Larreur, Mark Norris and Michael Kilchherr is elected a Vice President of the Company.

(i) Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall (i) have charge and custody of and be responsible for all funds and securities of the Company; (ii) receive and give receipts for moneys due and payable to the Company from any source whatsoever and deposit all such moneys in the name of the Company in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Section 15(c) of this Agreement; (iii) prepare, or cause to be prepared, for submission at each regular meeting of the Board of Directors, and at such other times as may be required by the Board of Directors or the President, a statement of financial condition of the Company in such detail as may be required; and (iv) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors. Effective immediately, the Treasurer shall be Sean M. Klinge.

(j) Secretary. The Secretary shall (i) keep the minutes of the meetings of the Member, the Board of Directors and committees of Directors; (ii) see that all notices are duly given in accordance with the provisions of this Agreement and as required by law; (iii) be custodian of the records and of the seal of the Company, and see that the seal of the Company or a facsimile thereof is affixed to all documents, the execution of which on behalf of the Company under its seal is duly authorized in accordance with the provisions of this

Agreement; (iv) keep or cause to be kept a register of the post office address of the Member which shall be furnished by the Member; and (v) in general, perform all duties normally incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or the Board of Directors. Effective immediately, the Secretary shall be Dawn Elliott Oakley.

(k) Assistant Secretary and Treasurer. The Assistant Secretaries and Assistant Treasurers (if any are appointed) shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors. The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent Officer from the responsibilities and liabilities of his office. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Company shall not have any Assistant Secretaries or Assistant Treasurers at this time.

15. Contracts, Checks and Deposits.

(a) Contracts. Subject to the provisions of Section 14(a), the Board of Directors may authorize any Officer, Officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company. In the absence of any specific authorization issued by the Board of Directors, however, the signature of two officers shall be required to bind the Company to any contract or other legal commitment.

(b) Checks. All checks, demands, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Company, shall be signed by such Officer or Officers or such agent or agents of the Company, and in such manner, as shall be determined by the Board of Directors.

(c) Deposits. All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company in such banks, trust companies, or other depositories as the Board of Directors may select.

16. Contributions; Distributions.

(a) Contributions. The Member shall make additional capital contributions to the Company at such times and in such amounts as determined by the Member in the Member's sole discretion. All capital contributions made by the Member to the Company shall be credited to the Member's account.

(b) Distributions. The Company shall make distributions to the Member at such times and in such amounts as may be determined by the Board of Directors. Notwithstanding any other provision of this Agreement, neither the Company, nor the Board of Directors on behalf of the Company, shall make a distribution to the Member on account of its interest in the Company if such distribution would violate the DLLCA or other applicable law.

17. Indemnification of Directors and Officers.

(a) Third Party Actions. The Company shall indemnify any Director or Officer, and may indemnify any other person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Director, Officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) Actions by or in the Right of the Company. The Company shall indemnify any Director or Officer, and may indemnify any other person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Director, Officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Chancery or such other court shall deem proper.

(c) Mandatory Indemnification. To the extent that a Director, Officer, employee, or agent of the Company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 17(a) and 17(b), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Determination of Conduct. The determination that a Director, Officer, employee, or agent has met the applicable standard of conduct set forth in Sections 17(a) and 17(b) (unless indemnification is ordered by a court) shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (iii) by the Member.

(e) Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Company in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized in this Section 17.

(f) Indemnity Not Exclusive. The indemnification and advancement of expenses provided or granted hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate, any other provision of this Agreement, other agreement, vote of the Member, or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

(g) Definitions. For purposes of this Section 17:

(i) "the Company" shall include, in addition to the Company, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee, or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under this Section 17 with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued;

(ii) "other enterprises" shall include employee benefit plans;

(iii) "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan;

(iv) "serving at the request of the Company" shall include any service as a Director, Officer, employee, or agent of the Company that imposes duties on, or involves services by, such Director, Officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and

(v) a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Section 17.

(h) Continuation of Indemnity. The indemnification and advancement of expenses provided or granted hereunder shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

18. Mergers, Consolidations, and Conversions. Subject to the requirements of the DLLCA, the Company may be a party to a merger, consolidation, conversion, or other transaction authorized by the DLLCA.

19. Amendments to this Agreement. The power to alter, amend, restate, or repeal this Agreement or to adopt a new limited liability company agreement is vested in the Member. This Agreement may be amended, modified, supplemented, or restated in any manner permitted by applicable law and approved by the Member.

20. Construction. Unless the context otherwise requires: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine and neuter; (b) references to Sections refer to Sections of this Agreement; and (c) words used in the singular shall also denote the plural, and words used in the plural shall also denote the singular. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

21. Tax Matters. For as long as the Company remains a single-member limited liability company, it shall be disregarded for federal and state tax purposes. All provisions of the Certificate and this Agreement are to be construed so as to preserve that tax status unless and until the Member makes a valid alternative election.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to principles of conflict of laws), all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, has duly executed this Amended and Restated Limited Liability Company Agreement to be effective as of January 1, 2015 at 12:09 a.m.

SERVISAIR AMERICAS, LLC

A Delaware limited liability company

Sole Member

By: 

Name: Joseph J. Phelan

Title: President/Chief Executive Officer

By: 

Name: Dawn Elliott Oakley

Title: Secretary

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

**Consolidated Financial Statements for the Years Ended December 31, 2020 and 2019
and Consolidated Statement of Financial Position as of January 1, 2019**

(With Independent Auditors' Report Thereon)



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ey.com

Report of Independent Auditors

The Members of the Board of Directors
Swissport North America Inc. and subsidiaries

We have audited the accompanying consolidated financial statements of Swissport North America, Inc. and subsidiaries (the "Company"), which comprise the consolidated statements of financial position as of December 31, 2020 and 2019 and January 1, 2019, and the related consolidated statements of profit and loss and comprehensive income, changes in equity and cash flows for the years ended December 31, 2020 and 2019, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with International Financial Reporting Standards issued by the International Accounting Standards Board; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Swissport North America, Inc. and subsidiaries at December 31, 2020 and 2019 and January 1, 2019, and the consolidated results of their profits and loss and their cash flows for the years ended December 31, 2020 and 2019 in conformity with International Financial Reporting Standards issued by the International Accounting Standards Board.

Ernst + Young LLP

March 29, 2021

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Consolidated Statements of Financial Position as of December 31, 2020 and 2019 and as of January 1, 2019
(Amounts in thousands of USD, except share data)

	Note(s)	December 31, 2020	December 31, 2019	January 1, 2019
Assets				
Current assets:				
Cash and cash equivalents	2(d) \$	61,093 \$	34,197 \$	22,965
Current restricted cash	2(d), 2(j) 4, 6	90,740	—	—
Trade receivables, less expected credit loss allowance of \$5,701; \$3,350; and \$3,560 respectively				
Other receivables	4	52,988	122,982	131,320
Inventories	7	5,687	2,685	2,717
Prepaid expenses	4	5,162	7,198	6,916
Amounts due from related parties	4, 18	8,968	6,345	6,675
Current insurance receivables	2(i), 4	58,680	18,518	15,876
Other current assets	3	7,591	13,300	19,807
Total current assets		1,670	10,691	10,099
Non-current assets:		292,579	215,916	216,375
Non-current restricted cash				
Property, equipment, and intangibles assets	2(d) 8	42,128	43,199	802
Right-of-use assets	13	24,928	43,413	49,463
Assets held for sale		131,116	165,586	192,491
Deferred tax assets		—	—	442
Non-current insurance receivables	2(i), 11	19,570	16,046	12,949
Other non-current assets	2(i), 15 9	15,503	24,660	33,193
Total non-current assets		1,544	1,586	39,253
Total assets		234,789	294,490	328,593
	\$	527,368 \$	510,406 \$	544,968

See accompanying notes to consolidated financial statements.

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Consolidated Statements of Financial Position as of December 31, 2020 and 2019 and as of January 1, 2019
(Amounts in thousands of USD, except share data)

Liabilities and equity	Note(s)	December 31, 2020	December 31, 2019	January 1, 2019
Current liabilities:				
Trade and other payables	10	\$ 61,778	\$ 108,045	\$ 101,269
Amounts due to related parties	18	237	19,235	16,845
Deferred grant liabilities	2(j)	54,360	—	—
Current lease liabilities	13	35,137	37,169	41,356
Current tax liabilities	2(l), 11	11,365	35,232	25,007
Current debt due to related parties	18	—	14,187	12,254
Current provisions	15	31,459	30,664	33,264
Total current liabilities		194,336	244,532	229,995
Non-current liabilities:				
Non-current lease liabilities	13	111,969	137,170	151,427
Non-current debt due to related parties	18	—	17,000	52,741
Bonds payable	2(j)	60,120	—	—
Non-current provisions	15	37,225	49,222	54,462
Other non-current liabilities		311	379	448
Total non-current liabilities		209,625	203,771	259,078
Total liabilities		403,961	448,303	489,073
Equity:				
Common stock issued, par value \$0.01; 1,000 shares authorized; 975 shares issued and outstanding at December 31, 2020 and 2019 and January 1, 2019		—	—	—
Additional paid-in capital and member's interest		249,486	249,486	256,909
Accumulated deficit		(131,641)	(186,013)	(200,651)
Accumulated other comprehensive loss		—	(4,495)	(4,210)
Total equity attributable to controlling owner		117,845	58,978	52,048
Non-controlling interest	20	5,562	3,125	3,847
Total equity		123,407	62,103	55,895
Total liabilities and equity		\$ 527,368	\$ 510,406	\$ 544,968

See accompanying notes to consolidated financial statements.

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Consolidated Statements of Profit and Loss and Comprehensive Income for the Years Ended December 31, 2020 and 2019
(Amounts in thousands of USD)

		2020	2019
	Note(s) 2(k), 5	\$	\$
Revenues			
Operating expenses:			
Personnel costs			922,874
Materials and services		297,691	647,804
Other operating expenses		50,000	84,844
Depreciation of right-of-use assets		69,319	77,145
Depreciation of property and equipment	13	46,038	45,312
Amortization of intangible assets	8	7,906	12,403
Total operating expenses	8	637	331
Operating profit		471,591	867,839
Other income:		68,990	55,035
Gain on sale of property and equipment			
Total other income	8	250	220
Other expenses:		250	220
Financing costs			
Total other expenses		(18,161)	(16,724)
Net income before provision for income taxes		(18,161)	(16,724)
Provision for income taxes		51,079	38,531
Net income	2(l), 11	(15,049)	(10,888)
Net income attributable to non-controlling interest from continuing operations		36,030	27,643
Net income attributable to Swissport North America, Inc. and subsidiaries from continuing operations	20	(2,437)	(6,138)
Discontinued operations		33,593	21,505
Net income (loss) from discontinued operations before provision for income taxes	19	20,779	(6,867)
Provision for income taxes			
Net income (loss) from discontinued operations		20,779	(6,867)
Net income attributable to Swissport North America, Inc. and subsidiaries		54,372	14,638
Other comprehensive loss:			
Exchange differences arising on translating foreign operations, net of tax			
Total other comprehensive loss			(285)
Total comprehensive income for the period			(285)
Comprehensive income attributable to non-controlling interest	20	56,809	20,491
Comprehensive income attributable to Swissport North America, Inc. and subsidiaries		(2,437)	(6,138)
		54,372	14,353

See accompanying notes to consolidated financial statements.

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Consolidated Statements of Changes in Equity for the years ended December 31, 2020 and 2019
(Amounts in thousands of USD)

	Common stock, additional paid-in capital, and member's interest	Accumulated deficit	Accumulated other comprehensive loss	Non-controlling interest	Total equity
Balance – December 31, 2018	\$ 256,909	\$ (200,651)	\$ (4,210)	\$ 3,847	\$ 55,895
Net income	—	14,638	—	6,138	20,776
Other comprehensive loss	—	—	(285)	—	(285)
Distributions paid	(7,423)	—	—	(6,860)	(14,283)
Balance – December 31, 2019	249,486	(186,013)	(4,495)	3,125	62,103
Net income	—	54,372	—	2,437	56,809
Sale of Canadian subsidiary	—	—	4,495	—	4,495
Balance – December 31, 2020	\$ 249,486	\$ (131,641)	\$ —	\$ 5,562	\$ 123,407

See accompanying notes to consolidated financial statements.

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows for the Years Ended December 31, 2020 and 2019
(Amounts in thousands of USD)

	2020	2019
Cash flows from operating activities		
Net income	\$ 56,809	\$ 27,643
Adjustments to reconcile net income to net cash (used in) provided by operating activities:		
Depreciation of right-of-use assets	46,038	45,312
Depreciation of property and equipment	7,906	12,403
Amortization of intangible assets	637	331
Net gain on disposal of property and equipment	(250)	(220)
Bad debts and recovery	2,770	(663)
Bonds payable discount amortization	2,434	—
Net change in deferred tax assets	(3,524)	(3,097)
Net change in working capital	(50,316)	(12,112)
Net change in other assets and other liabilities	(70,831)	25,839
Net change in restricted cash	(90,740)	(42,128)
Net cash used in operating activities from discontinued operations	(21,870)	(740)
Net cash (used in) provided by operating activities	(120,937)	52,568
Cash flows from investing activities		
Purchase of property and equipment	(2,672)	(7,329)
Proceeds from sale of property and equipment	422	(460)
Proceeds from sale of assets held for sale	—	442
Net cash (used in) provided by investing activities from discontinued operations	(729)	1,393
Net cash used in investing activities	(2,979)	(5,954)
Cash flows from financing activities		
Repayment of debt due to related parties	(17,000)	—
Receipt of government grant funding	139,577	—
Repayment of government bonds	57,686	—
Repayment of lease obligations	(26,544)	(20,328)
Distributions paid to noncontrolling interest holder	—	(7,423)
Net cash used in financing activities from discontinued operations	(3,514)	(6,860)
Net cash provided by (used in) financing activities	150,205	(1,391)
Foreign currency effect on cash	607	(36,002)
Net increase in cash and cash equivalents	26,896	620
Cash and cash equivalents at beginning of year	34,197	11,232
Cash and cash equivalents at end of year	\$ 61,093	\$ 22,965
		\$ 34,197

See accompanying notes to consolidated financial statements.

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements
(amounts in thousands of USD)

(1) Description of Company

Swissport North America, Inc. and subsidiaries ("the Company") is a wholly owned subsidiary of Swissport North America Holdings, Inc., a company organized and existing under the laws of the State of Delaware, United States of America, which is in turn wholly owned by Swissport International AG ("the Parent Company"). The address of the registered office for the Company is 227 Fayetteville Street, 9th Floor, Raleigh, North Carolina, 27601, United States of America.

On February 10, 2016, Swissport International AG's then sole shareholder, PAI Partners, successfully completed the sale of 100% of the stock of Swissport International AG to HNA Group. HNA Group is a company headquartered in China with businesses spanning across aviation, holding, tourism, capital, and logistics. Swissport International AG's direct parent is Aguila Bid AG, which was, in turn, ultimately owned by HNA Group. These financial statements have been prepared on the historical basis of accounting, as push down accounting has not been applied to this acquisition.

On December 31, 2019, Swissport North America Holdings, Inc. contributed its ownership interest in Swissport SAUSA, LLC and subsidiaries to the Company, through the execution of a business combination between entities under common control. As a result, the Company recognized the assets and liabilities of Swissport SAUSA, LLC at the carrying values prior to the date of the transaction. Prior to 2019, the Company's financial statements were presented as a combination of Swissport North America, Inc. and subsidiaries and Swissport SAUSA, LLC and subsidiaries. Due to the ownership change of Swissport SAUSA, LLC and subsidiaries, all subsidiaries were consolidated under the Company as of December 31, 2019.

On December 21, 2020, Swissport International AG completed a comprehensive financial restructuring which transferred ownership of the Parent Company from HNA Group to a group of established, global financial investors. The lead investors are investment funds managed by affiliates of Strategic Value Partners, LLC, Apollo Global Management Inc, TowerBrook Capital Partners, Ares Management Cross Ocean Partners, and King Street Capital Management L.P. All of these lead investors own the Parent Company through Radar Bidco S.à r.l. and are the Parent Company's former senior-secured lenders.

The Company provides aviation services at commercial airports located in the United States and Canada (refer to Note 19 for information regarding the sale of the Canadian subsidiary). The aviation services principally include ramp and cargo handling, cabin cleaning, line maintenance, reservations, ticketing, and passenger handling and into-plane fueling services. Substantially all revenues are from airlines.

(2) Significant Accounting Policies

A summary of significant accounting policies used in the preparation of the accompanying consolidated financial statements are as follows:

(a) Basis of Presentation

The consolidated financial statements of the Company have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). For all periods up to and including the year ended December 31, 2019, the Company prepared its financial statements in accordance with United States generally accepted

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements (amounts in thousands of USD)

accounting principles ("US GAAP"). These financial statements for the year ended December 31, 2020 are the first that the Company has prepared in accordance with IFRS. As a result of the series of business combinations between entities under common control discussed above, the Company has recognized the assets and liabilities of the entities contributed from the Parent Company using the Parent Company's carrying values. The Parent Company's consolidated financial statements, which the Company is consolidated within, have historically been reported under IFRS. Therefore, in accordance with the provisions of IFRS 1, *First-time Adoption of International Financial Reporting Standards*, these consolidated financial statements have been prepared on an historical cost basis, except for the goodwill and certain intangible asset balances that were related to push down accounting under US GAAP and were removed as part of the IFRS adoption, the workers compensation liability, which is discounted under IFRS, changes to the tax provision under IFRS, and the transition from Accounting Standards Codification ("ASC") 840 to IFRS 16 for lease accounting. Accordingly, the Company has prepared financial statements that comply with IFRS applicable at December 31, 2020, together with the comparative period data as of and for the year ended December 31, 2019, and as of January 1, 2019.

The Company adopted the provisions of IFRS as of January 1, 2020. The transition impact from US GAAP to IFRS on the consolidated statement of financial position as of January 1, 2019 consists of the following:

	US GAAP	Effect of transition to IFRS	IFRS
Goodwill and intangible assets	\$ 65,715	\$ (65,715)	\$ —
Transition from ASC 840 to IFRS 16 on:			
- Property, equipment and intangibles, net	71,692	(22,229)	49,463
- Right-of-use assets	-	192,491	192,491
Discounting factor on workers compensation and aviation insurance receivables	55,971	(2,971)	53,000
Other effects of transition	252,279	(2,265)	250,014
Total assets	\$ 445,657	\$ 99,311	\$ 544,968
Discounting factor on workers compensation and aviation insurance liabilities	\$ 91,871	\$ (4,145)	\$ 87,726
Transition from ASC 840 to IFRS 16 on lease liabilities	20,358	172,425	192,783
Other effects of transition	220,304	(11,740)	208,564
Total liabilities	\$ 332,533	\$ 156,540	\$ 489,073

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES
Notes to the Financial Statements
(amounts in thousands of USD)

	US GAAP	Effect of transition to IFRS	IFRS
Total assets less total liabilities	\$ 113,124	\$ (57,229)	\$ 55,895
Total equity including impact of transition on retained earnings	<u>\$ 113,124</u>	<u>\$ (57,229)</u>	<u>\$ 55,895</u>

The transition impact from US GAAP to IFRS on the consolidated statement of profit and loss and comprehensive income for the year ended December 31, 2019, the last year presented under US GAAP prior to transition, consist of the following:

	US GAAP	Effect of transition to IFRS	IFRS
Revenues	\$ 922,874	\$ —	\$ 922,874
Discounting factor impact on personnel costs	647,750	54	647,804
Transition from ASC 840 to IFRS 16 impact on materials and services, other operating expenses and depreciation	225,992	(5,319)	220,673
Other transition impact on other operating expenses	(2,265)	2,265	—
Goodwill and intangible asset amortization	8,324	(8,324)	—
Gain on sale of property and equipment	(858)	—	(858)
Transition from ASC 840 to IFRS 16 impact on financing costs	3,965	12,759	16,724
Net income before provision for income taxes ¹	<u>\$ 39,966</u>	<u>\$ (1,435)</u>	<u>\$ 38,531</u>
Provision for income taxes	13,589	(2,701)	10,888
Net income ¹	<u>\$ 26,377</u>	<u>\$ 1,266</u>	<u>\$ 27,643</u>

¹ Excludes the operations from the Canadian subsidiary.

(b) Consolidation

The consolidated financial statements include the accounts of the Company's wholly owned subsidiaries and entities in which the Company has the power to affect the variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee.

As of December 31, 2020, the Company consolidates Hallmark Aviation Services L.P. ("Hallmark") for which the Company owns 51% of the voting rights. Hallmark provides aviation services at airports throughout the United States of America.

(c) Use of Estimates

The preparation of financial statements in conformity with IFRS requires management to make estimates and assumptions that affect the amounts of assets and liabilities and disclosures of contingent

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements
(amounts in thousands of USD)

assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates are based on several factors including the facts and circumstances available at the time the estimates are made, historical experience, risk of loss, general economic conditions and trends, and the assessment of the probable future outcome.

The Company's significant estimates include the allowance for expected credit losses, useful lives of property and equipment, accrued insurance costs and estimated recoveries, taxes, useful lives of intangible assets, and other contingencies. The actual results could differ from those estimates. Estimates and assumptions are reviewed periodically, and the effects of changes, if any, are reflected in the consolidated statements of profit and loss and comprehensive income in the period that they are determined.

(d) *Cash and Cash Equivalents and Restricted Cash*

Cash and cash equivalents comprise cash in hand, cash at banks, fixed terms, and deposits with a term of less than 90 days from the date of acquisition.

Restricted cash includes cash held as collateral against equipment leases and the cash collateral securing a letter of credit on the workers' compensation insurance program in favor of the Arch Insurance Group. These collateral payments are disclosed as non-current restricted cash on the consolidated statements of financial position. In 2020, the Company executed agreements with the United States Department of the Treasury ("US Treasury") under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The funds received, but not yet disbursed for qualifying purposes, under these agreements are reflected within current restricted cash on the consolidated statement of financial position as of December 31, 2020.

(e) *Related Parties*

The Company enters into various transactions and agreements with its related parties. A related party is a person or entity that is related to the entity that is preparing its financial statements, including those with significant influence over the reporting entity. The significant related party transactions and balances are disclosed throughout the consolidated financial statements.

(f) *Trade Receivables*

For trade receivables, the Company applies the IFRS 9, *Financial Instruments*, simplified approach for measuring expected credit losses and uses a lifetime expected credit loss allowance for all trade receivables.

To measure the expected credit losses, trade receivables are grouped based on shared credit risk characteristics and the days past due. The expected loss rates are based on the payment profiles of sales over a period of 36 months ended December 31, 2020. The historical loss rates are adjusted to reflect forward-looking information on macroeconomic factors affecting the ability of customers to settle the receivables. The Company makes judgments as to its ability to collect outstanding receivables and establishes the allowance for expected credit losses based upon a combination of specific customer circumstances, credit conditions, and historical write-off trends.

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(g) *Inventory*

Inventory consists primarily of deicing fluid, ground support equipment fuel, and spare parts. Inventory is stated at the lower of cost or market. The cost of spare parts inventory is determined using the first in, first out method and the cost of deicing fluid and fuel is determined using the weighted average cost method.

(h) *Property and Equipment*

Property and equipment are recorded at cost less accumulated depreciation. Maintenance and repair expenditures are charged to expense as incurred while expenditures for modifications and improvements that increase the expected useful lives of the assets are capitalized. Depreciation expense is computed using the straight-line method over the estimated useful lives of the property and equipment ranging from 3 to 15 years. Leasehold improvements are amortized using the straight-line method over the lesser of the related lease term or the assets' estimated useful life.

The Company assesses the recoverability of the carrying value of its property and equipment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. An impairment loss is recognized in profit and loss for the amount that the carrying value of an asset exceeds its estimated recoverable amount. The recoverable amount is the greater of the asset's fair value less costs of disposal and its value in use. In calculating value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

(i) *Accrued Insurance Claims*

The Company insures a portion of the losses from workers' compensation claims through the use of high deductible insurance policies. The Company insures 100% of its aviation general liability losses greater than \$5 per incident for the policy years covering 2018 and prior and \$100 per incident for policy years covering 2019 and beyond. Losses are accrued based on the estimable and probable aggregate liability for claims incurred based on standard industry practices and actual experience. These accrued losses are included in "Current provisions" and "Non-current provisions" on the accompanying consolidated statements of financial position. A portion of the projected workers' compensation liability is collateralized with restricted cash. The Company records expected recoveries from the insurance companies when the claim for recovery is deemed probable and these recoveries are included in "Current insurance receivables" and "Non-current insurance receivables" on the accompanying consolidated statements of financial position.

(j) *Government Grants*

On July 10, 2020, Swissport North America, Inc. and the US Treasury signed a Payroll Support Program Agreement ("PSP Agreement") under the CARES Act. Under the terms of the PSP Agreement, the Company received a total of \$170,173 of financial assistance, which included a grant of \$111,797 and a promissory note ("the SPNA Note") of \$58,376, to be used for the continuation of payment of wages, salaries, and benefits to qualified employees. The SPNA Note has a 10-year term and is pre-payable at par value at any time during the term, with a balloon payment of principal due on July 11, 2030. The SPNA Note bears a 1% cash interest for the first five years and Secured

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Overnight Financing Rate ("SOFR") plus 2% cash interest for the remaining five years. In addition, the SPNA Note bears a 3% Paid-In-Kind ("PIK") interest rate for the first five years with an additional 1% each subsequent year, beginning in year six, until the maturity date. The SPNA Note interest is payable in arrears on the last business day of March and September of each year, beginning on September 30, 2020. In accordance with IAS 20, the Company was required to assess whether the Note portion of the PSP Agreement was issued at below-market rates, with the below-market portion constituting an incremental government grant. Therefore, the Company assessed the SPNA Note in accordance with the provisions of IFRS 9, utilizing prevailing borrowing rates for the Company, and concluded that approximately \$10,386 of the SPNA Note portion constituted a below-market benefit.

Additionally, on September 21, 2020, Hallmark signed a separate PSP Agreement with the US Treasury totaling \$27,090, which included a grant of \$15,170 and a promissory note of \$11,920, to provide continuation of payment of salaries, wages, and benefits to qualified employees ("the Hallmark Note"). The Hallmark Note has a 10-year term and is pre-payable at par value at any time during the term, with a balloon payment of principal due on September 22, 2030. The Hallmark Note bears a 1% cash interest for the first five years and SOFR plus 2% cash interest for the remaining five years. In addition, the Note bears a 3% PIK interest rate for the first five years with an additional 1% each subsequent year, beginning in year six, until the maturity date. The Hallmark Note interest is payable in arrears on the last business day of March and September of each year, beginning on September 30, 2020. Approximately \$2,224 of the Hallmark Note constitutes a below-market benefit and is accounted for as an incremental government grant.

The grant portion of the CARES Act funding, including the incremental government grant amount, is included in "Deferred grant liabilities" with the contingency that both the Company and Hallmark continue to use the funding to pay for eligible expenses to qualified employees. Pursuant to the provisions of IAS 20, the Company has elected to recognize the portion of the deferred liability related to the grant amounts within the consolidated statements of profit and loss and comprehensive income using the income approach as a reduction of salaries and benefits expense in the same period that the funding is used to cover those eligible expenditures. As of December 31, 2020, the Company and Hallmark have taken a credit against related expenses of \$81,778 and \$3,439, respectively. The Company included the SPNA Note and Hallmark Note portion of the funding as "Bonds payable" of \$60,120 as of December 31, 2020, which includes the interest accretion for the year ended December 31, 2020. The unused portion of the total CARES Act funding is included as "Current restricted cash" of \$90,740 as of December 31, 2020. The remaining "Deferred grant liabilities" are \$54,360 as of December 31, 2020.

On February 3, 2021, four of the Company's subsidiaries entered into an agreement with the US Treasury to extend the PSP Agreement, and were awarded additional financial assistance of \$60,546; including a grant of \$50,406 and a promissory note of \$10,140. This funding will be used for the continuation of payment of wages, salaries, and benefits to qualified employees, and will be accounted for in the same manner as the initial PSP Agreement. The Company assessed the note in accordance with the provisions of IFRS 9 utilizing prevailing borrowing rates for the Company, concluding that approximately \$1,802 of the note portion constituted a below-market benefit.

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(k) Revenue Recognition

Revenues are generated principally from the sale of aviation services to customers and recognized as the Company satisfies performance obligations by providing promised services to the customers. Revenue is recognized at the time the service is provided in accordance with the terms of the relevant contract.

The Company is routinely billed for airport fees and other costs related to operations at the airport, generally by the local airport authorities, which are rebilled to the Company's customers. The Company recognizes these amounts on a net basis as part of "materials and services" expenses, rather than on a gross basis, as the Company acts as an agent, and not a principal, in these transactions.

At certain locations, the Company provides maintenance services, operation of major commercial jet and/or fixed based operator fuel systems, into-plane fuel system design/construction oversight, and pipeline operations to a collective group, or consortium, of airlines. Revenues derived from services performed on behalf of airline consortia are recognized on a gross, rather than net, basis as the Company acts as a principal, and not an agent.

The Company estimates volume-based rebates, price adjustments, and other allowances as and when the performance obligation to provide the services is satisfied based on applicable contractual obligations and other factors, such as the extent of the services performed, which is included in the customer billings as a reduction in revenues in the period the revenues are recognized.

(l) Income Taxes

Income taxes are presented in the consolidated financial statements using the asset and liability method, under which deferred tax assets and liabilities are recognized based on the future tax consequences attributable to temporary differences that exist between the financial statements' carrying amount of assets and liabilities and their respective tax basis, as well as from tax loss and tax credit carryforwards. Deferred income taxes reflect expected future tax benefits (i.e. assets) and future tax costs (i.e. liabilities). The tax effect of net operating loss, capital loss, and general business credit carryovers result in deferred tax assets.

The Company, except its Canadian subsidiary, is included in the consolidated tax return of its direct parent, Swissport North America Holdings, Inc. However,, tax expense has been allocated to the Company on a separate return basis. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in profit and loss in the period during which the change is enacted.

In assessing the realization of deferred tax assets, management considers whether it is probable (i.e. greater than 50% likely) that the asset will be realized. Deferred tax assets are only recognized when it is probable that they will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods in which the

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deferred tax assets are deductible, management believes it is probable that the Company will realize the benefits of all of the deductible differences except for the ones generated in Canada. The Company has not recognized any deferred tax assets arising in Canada due to historical losses of the Canadian companies. The Company recognized the effects of income tax positions only if such positions were probable of being sustained by the taxing authority. First, the Company evaluates the tax position for recognition by determining if the weight of available evidence indicates that it is probable that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. Second, the Company measures the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement.

(m) Comprehensive Income and Loss

Comprehensive income (loss) consists of net income (loss), net of provision for income taxes, and foreign currency translation adjustments.

(n) Fair Value Measurements

Fair value is based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. IAS 13, *Fair Value Measurement*, established a fair value hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three broad levels. These levels, in order of highest priority to lowest priority, are described as follows:

Level 1: Quoted prices, unadjusted, in active markets for identical assets or liabilities that the entity can access at the measurement date. A market is regarded as active if transactions for asset or liability take place with sufficient frequency and volume to provide information on an ongoing basis.

Level 2: Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

Level 3: Inputs for the asset or liability that are not based on observable market data (i.e. unobservable inputs).

The Company does not have any investments which are measured with level 2 or 3 inputs.

(o) Other Significant Accounting Policies and Disclosures

Adoption of new standards and interpretations in 2020

Certain new and amended IFRS standards and interpretations that are effective for the 2020 reporting year are either not applicable to the Company, or do not have a material impact on the consolidated financial statements.

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New, revised, or amended standards and interpretations	Effective date	Application date
Amendment to IFRS 16 - COVID 19 Rent Concessions	June 1, 2020	Reporting year 2020
Amendments to References to the Conceptual Framework in IFRS Standards	January 1, 2020	Reporting year 2020
Amendments to IAS 1 and IAS 8 - Definition of Material	January 1, 2020	Reporting year 2020
Amendments to IFRS 3 - Definition of a Business	January 1, 2020	Reporting year 2020
Amendments to IFRS 9, IAS 39, and IFRS 7 - Interest Rate Benchmark Reform	January 1, 2020	Reporting year 2020

Uncertainty over income tax treatments

IFRIC 23, *Uncertainty over income tax treatments*, specifies how to reflect uncertainty in accounting for income taxes. IFRIC 23 was adopted by the Company with an effective date of January 1, 2020.

There was no impact on the measurement of taxes as a consequence of this adoption.

Management regularly assesses the risk of uncertain tax positions and potential exposure, and recognition and recoverability of deferred tax assets. This requires judgments about the application of income tax legislation in the jurisdictions in which the Company operates and the future operating performance of entities with carryforward losses. These judgments and assumptions which include availability and timing of tax deductions and the application of the arm's length principle to related party transactions, such as intra-group financing transactions, are subject to risk and uncertainty. Future changes in tax laws and the Company's performance may affect the carrying amount of deferred tax assets and liabilities recognized. Any resulting adjustment to the carrying amount of a current or deferred tax will be recorded in the consolidated statements of profit and loss and other comprehensive income.

Adoption of standards and interpretations in 2021 and later

Several new, revised, or amended standards and interpretations have been published and are effective for the Company's accounting periods beginning on or after January 1, 2021. The Company has not opted for early adoption of these new, revised, or amended standards and interpretations. The expected effects, as disclosed below, reflect the assessment by the Company's management.

New, revised, or amended standards and interpretations	Effective date	Application date
IFRS 17 Insurance Contracts (including Amendments to IFRS 17 issued in June 2020) ¹	January 1, 2023	Reporting year 2023
Amendments to IFRS 9, IAS 39 and IFRS 17: Interest Rate Benchmark Reform ²	January 1, 2021	Reporting year 2021

¹ No significant impacts are expected on the consolidated financial statements; however, the Company is still assessing the final impact of this standard.

² The impact of this standard on the consolidated financial statements cannot currently be determined with sufficient reliability.

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(3) Fair Value Information

The Company's financial instruments include cash and cash equivalents, restricted cash, trade receivables, amounts due from related parties, trade and other payables, provisions, debt due to related parties, and other current assets and liabilities. As of December 31, 2020, and 2019, the carrying value of the financial instruments approximated fair value due to the current and liquid nature of the financial instruments.

(4) Credit Risk

Credit risks related to trade receivables are systematically analyzed, monitored, and managed. The Company performs periodic credit evaluations of its customers' financial condition and generally does not require collateral. Concentrations of credit risk with respect to trade receivables, net of \$52,988 and \$122,982 as of December 31, 2020 and 2019, respectively, are limited due to the Company's large number of customers, who are internationally dispersed. As of December 31, 2020, one customer accounted for greater than 10% of trade receivables. No individual customer accounted for greater than 10% of trade receivables as of December 31, 2019. The carrying amount of financial assets represents the Company's maximum credit exposure.

The maximum exposure to credit risk at the reporting date, excluding related party loans, was as follows as of December 31:

	2020	2019
Cash and cash equivalents	\$ 61,093	\$ 34,197
Current restricted cash	90,740	—
Trade receivables	52,988	122,982
Other receivables	5,687	2,685
Prepaid expenses	8,968	6,345
Amounts due from related parties	58,680	18,518
Current insurance receivables	7,591	13,300
Non-current restricted cash	42,128	43,199
Non-current insurance receivables	15,503	24,660
Total Credit Risk	\$ 343,378	\$ 265,886

Credit risk exposure on trade receivables

The credit risk exposure on the Company's trade receivables is disclosed in the table below. Amounts below exclude the gross carrying amounts of receivables related to customers who are experiencing financial uncertainties, for which specific reserves are recorded.

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2020							
	Current	1-10 days	11-30 days	31-60 days	61-90 days	91-180 days	>180 days
Expected credit loss rate ¹	0.4%	0.6%	1.5%	3.3%	7.1%	6.1%	-4.5%
Gross carrying amount - trade receivables	37,592	8,115	1,159	1,886	393	1,216	(1,375)
Expected credit loss allowance	150	49	17	62	28	74	62
							442

2019							
	Current	1-10 days	11-30 days	31-60 days	61-90 days	91-180 days	>180 days
Expected credit loss rate ¹	0.3%	0.4%	1.8%	1.6%	17.2%	87.0%	-17.1%
Gross carrying amount - trade receivables	84,302	21,133	3,635	4,396	727	100	(2,511)
Expected credit loss allowance	229	91	65	70	125	87	430
							1,097

¹Expressed as weighted averages

(5) Revenue from Contracts with Customers

	2020	2019
Ground handling services	\$ 253,629	\$ 563,600
Cargo handling services	176,822	196,126
Fueling services	105,175	153,525
Lounge services	1,174	4,912
Other	3,781	4,711
Total revenue	\$ 540,581	\$ 922,874

Transaction Price

Based on the nature of services provided by the Company, contracts with customers typically have stated prices for the various services offered, but the amount of total consideration is often not known at contract inception because the total consideration is based on the extent of the services performed. The extent of services performed includes, but is not limited to, the weight handled, the number of units/pieces handled, aircraft type, air waybill, and flight turnaround. While this would generally meet the definition of a transaction price with variable consideration, these types of contracts include regular billing schedules, which are based on specific service reports prepared for each customer. As such, determining the transaction price for each performance obligation provided is not complex and does not include any estimation as the transaction price is known at the time of revenue recognition.

Performance Obligations

Most of the services performed by the Company transfer control of the services to the customer over time, as the customer simultaneously receives and consumes the benefits provided by the service as the Company

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is performing those services. While recognizing revenue over time is appropriate, recognizing revenue at a point in time would not result in a significantly different outcome because the services provided to prepare an aircraft for departure are typically performed over a short period of time (i.e. within 24 hours).

The Company opts not to disclose the amount of remaining performance obligation at December 31, 2020 as allowed by the IFRS 15 practical expedient.

(6) Trade Receivables

Trade receivables consist of the following as of December 31:

	2020	2019
Trade receivables	\$ 58,689	\$ 126,542
Trade receivables from related parties	—	—
Allowance for expected credit losses	(5,701)	(3,560)
Net trade receivables	\$ 52,988	\$ 122,982

Trade receivables past due but not impaired

	2020	2019
Up to 3 months	\$ 48,791	\$ 114,193
Between 3 to 6 months	(1,102)	96
Over 6 months	(1,300)	(3,502)
Total trade receivables past due but not impaired	\$ 46,389	\$ 110,787

Allowance for expected credit losses

	2020	2019
As of January 1st	\$ (2,931) ¹	\$ (4,375)
Provisions made during the year	(2,770)	(835)
Provisions used during the year	—	546
Provisions released during the year	—	1,125
Foreign currency exchange effect	—	(21)
As of December 31st	\$ (5,701)	\$ (3,560)

¹ The balance of allowance for expected credit losses as of January 1, 2020 does not include the amount of expected credit losses for the Canadian subsidiary.

The Company recognized a bad debt expense (recovery) of approximately \$2,770 and (\$663) for the years ended December 31, 2020 and 2019, respectively, which is included in "Other operating expenses" in the consolidated statements of profit and loss and comprehensive income.

Trade receivables are generally contractually collected within 30 days of the invoice date in accordance with Company policy. Generally, trade receivables that are less than three months past due are not considered to have significant credit risk exposure unless there is reliable information regarding the financial difficulties

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of the counterparties. Overall, the Company analyzes, monitors, and manages its credit risks by providing products and services only to creditworthy customers. Trade receivables relate to several customers for whom there is no recent history of default and there is no expectation that they will default. The provision made of \$5,701 includes an expected credit loss allowance of \$442. The remaining provision of \$5,259 as of December 31, 2020 represents balances where there is objective evidence that the Company will not be able to collect all amounts according to the original terms of the receivable. The provision also includes balances from other airlines facing financial difficulties. An expected credit loss allowance of \$1,097 is included in the provision made of \$3,560 as of December 31, 2019 and the remaining balance of \$2,463 represents balances where there is objective evidence that the Company will not be able to collect all amounts according to the original terms of the receivable.

(7) Inventories

Inventories consists of the following as of December 31:

	<u>2020</u>	<u>2019</u>
Deicing fluid	\$ 1,774	\$ 2,279
Fuel	154	262
Ground service equipment (GSE) parts	3,181	4,524
GSE parts reserve	(252)	(252)
Other	305	385
Total inventories	\$ 5,162	\$ 7,198

(8) Property, Equipment, and Intangible Assets

Property and equipment consist of the following as of December 31:

	<u>2020</u>		<u>2020</u>		<u>2020</u>
	<u>Property & leasehold improvements</u>		<u>Vehicles, equipment & advance payments</u>		<u>Total property, vehicles and equipment</u>
Net book value as of January 1	\$ 7,645	\$	34,678	\$	42,323
Additions	99		2,408		2,507
Disposals	(5)		(167)		(172)
Depreciation	(1,143)		(6,567)		(7,710)
Impairment	—		(196)		(196)
Discontinued operations	(1,547)		(10,793)		(12,340)
Reclassifications	1,001		(2,029)		(1,028)
Net book value as of December 31	\$ 6,050	\$	17,334	\$	23,384
Cost value	18,520		108,849		127,369
Accumulated depreciation	(12,470)		(91,515)		(103,985)
Net book value as of December 31	\$ 6,050	\$	17,334	\$	23,384

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	2019		
	Property & leasehold improvements	Vehicles, equipment & advance payments	Total property, vehicles and equipment
Net book value as of January 1	\$ 8,470	\$ 42,105	\$ 50,575
Additions	619	7,288	7,907
Disposals	(5)	(2,446)	(2,451)
Depreciation ¹	(1,684)	(9,524)	(11,208)
Impairment	(227)	(1,485)	(1,712)
Reclassifications	472	(1,260)	(788)
Net book value as of December 31	\$ <u>7,645</u>	\$ <u>34,678</u>	\$ <u>42,323</u>
Cost value	20,789	134,121	154,910
Accumulated depreciation	(13,144)	(99,443)	(112,587)
Net book value as of December 31	\$ <u>7,645</u>	\$ <u>34,678</u>	\$ <u>42,323</u>

¹ The amount of depreciation for the period ended December 31, 2019 includes the amount related to the Canadian subsidiary.

	Useful life
Property & leasehold improvements	30 to 50 years
Vehicles & equipment	7 to 15 years
IT equipment	3 to 5 years

Depreciation expense was \$7,709 and \$10,691 for the years ended December 31, 2020 and 2019, respectively. Impairment expense was \$196 and \$1,712 for the years ended December 31, 2020 and 2019, respectively. This impairment expense is included in "Depreciation of property and equipment" on the consolidated statements of profit and loss and comprehensive income. Gains on the sale of property and equipment were \$250 and \$220 for the years ended December 31, 2020 and 2019, respectively.

In addition to categories stated above included in "Property, equipment, and intangible assets" is computer software with a net book value of \$1,544 and \$1,090 as of December 31, 2020 and 2019, respectively. Software amortization expense was \$637 and \$331 for the years ended December 31, 2020 and 2019, respectively.

(9) Other Non-Current Assets

Total other non-current assets of \$1,544 and \$1,586 includes a \$412 escrow payment required by insurance brokers for workers compensation and \$1,132 and \$1,174 in facility deposits as of December 31, 2020 and 2019, respectively.

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(10) Trade and Other Payables

Trade and other payables consist of the following as of December 31:

	<u>2020</u>		<u>2019</u>
Trade payables	\$ 11,692	\$	29,642
Other accrued expenses	13,383		25,344
Salaries and wages	36,703		53,059
Total trade and other payables	\$ 61,778	\$	108,045

(11) Income Taxes

The provision for income taxes consists of the following for the years ended December 31, 2020 and 2019:

	<u>2020</u>		<u>2019</u>
Current income taxes:			
Federal	\$ 13,048	\$	10,161
State	5,526		3,824
Foreign	—		—
Total current income taxes	18,574		13,985
Deferred income taxes:			
Federal	(2,452)		(2,600)
State	(1,073)		(497)
Foreign	—		—
Total deferred income taxes	(3,525)		(3,097)
Provision for income taxes	\$ 15,049	\$	10,888

Actual amounts of income tax expense for the years ended December 31, 2020 and 2019, differed from the amounts computed by applying the statutory U.S. Federal income tax rate of 21% to pre-tax income, as indicated in the table below:

	<u>2020</u>	<u>2019</u>
U.S. federal statutory income tax rate	21.0%	21.0%
State taxes, net of federal income tax effect	5.1	7.0
Effect of non-controlling interest	(0.7)	(3.0)
Adjustments to prior periods tax expense	0.1	—
Non-deductible items	1.0	4.0
Sale of discontinued operations	(5.3)	—
Other	(0.2)	—
Effective income tax rate	21.0%	29.0%

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The Company has total current tax liabilities of \$11,365 and \$35,232 as of December 31, 2020 and 2019 respectively. The Company is included in the consolidated tax return of Swissport North America Holdings, Inc., its direct parent. These amounts represent the current taxes due to Swissport North America Holdings, Inc. for its share of taxes payable based on a separate return basis. The non-current portion of the taxes due to Swissport North America Holdings, Inc. are included in the consolidated statements of financial position within "Non-current debt due to related parties" which is \$0 and \$17,000 as of December 31, 2020 and 2019, respectively.

The Company has not identified any uncertain tax positions on the consolidated statements of financial position as of December 31, 2020 and 2019. The tax years which remain open for both federal and state income tax purposes are 2017 through 2020. The Canadian tax years which remain open are 2017 through 2020.

The components of deferred income tax assets (liabilities) were as follows as of December 31:

	<u>2020</u>	<u>2019</u>
Recognized deferred tax asset		
Accrued insurance costs	\$ 6,884	\$ 8,601
Vacation and incentive compensation	3,569	4,936
Provisions for legal and other operating liabilities	4,064	1,655
Allowance for doubtful accounts	1,421	752
Lease liabilities	37,546	45,676
Deferred payroll taxes	2,087	—
Other	418	166
Deferred tax assets	<u>55,989</u>	<u>61,786</u>
Property and equipment	(1,296)	(1,610)
Right-of-use assets	(34,888)	(43,906)
Intangibles	(235)	(224)
Deferred tax liabilities	<u>(36,419)</u>	<u>(45,740)</u>
Net recognized deferred tax asset	\$ <u>19,570</u>	\$ <u>16,046</u>
Unrecognized deferred tax assets		
Property and equipment	—	1,297
Operating loss carryforwards	—	5,933
Net unrecognized deferred tax asset	\$ <u>—</u>	\$ <u>7,230</u>

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements
(amounts in thousands of USD)

Tax expense related to discontinued operations was \$0 for the years ended December 31, 2020 and 2019. No deferred tax assets were recognized related to the discontinued operations for the years ended December 31, 2020 and 2019. There were unrecognized deferred tax assets of \$7,230 for the year ended December 31, 2019. The discontinued operation was sold on December 2, 2020, therefore, no recognized or unrecognized deferred tax assets existed as of December 31, 2020 related to those operations.

(12) Employee Benefit Plans

The Company sponsors a defined contribution 401(k) plan covering substantially all non-union employees and certain union employees in the United States. Under the plan, participants may contribute from 1% to 80% of their compensation, subject to Internal Revenue Service limitations. The Company contributes an amount equal to 100% of the employees' contributions up to 3% of compensation plus 50% of the employees' contributions for the next 2% of compensation.

The amount contributed to the plan by the Company during the years ended December 31, 2020 and 2019 was \$5,610 and \$9,247, respectively.

The Company also makes certain contributions to group retirement defined contribution savings plans on behalf of non-unionized employees and union-sponsored defined contribution plans in accordance with collective bargaining agreements in Canada. These contributions, which are recognized at cost, amounted to \$551 for the year ended December 31, 2020 and \$1,226 for the year ended December 31, 2019.

(13) Leases

Right-of-use assets and lease liabilities

The carrying amounts of right-of-use assets recognized were as follows as of December 31:

	<u>2020</u>	<u>2019</u>
Property	\$ 41,960	\$ 54,379
Vehicles and equipment	<u>89,156</u>	<u>111,207</u>
Total right-of-use assets	\$ <u>131,116</u>	\$ <u>165,586</u>

Right-of-use assets additions during the years ended December 31, 2020 and 2019 were \$29,573 and \$227,753, respectively.

The carrying amounts of lease liabilities recognized were as follows as of December 31:

	<u>2020</u>	<u>2019</u>
Current	\$ 35,137	\$ 37,169
Non-current	<u>111,969</u>	<u>137,170</u>
Total lease liabilities	\$ <u>147,106</u>	\$ <u>174,339</u>

The following amounts were recognized in the consolidated statements of profit and loss and comprehensive income for the years ended December 31:

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES
Notes to the Financial Statements
(amounts in thousands of USD)

	<u>2020</u>		<u>2019</u>
Property	\$ 24,258	\$	24,678
Vehicles and equipment	21,780		20,634
Total depreciation of right-of-use assets	\$ 46,038	\$	45,312

Other lease disclosures

The total cash outflow for leases payments for the years ended December 31, 2020 and 2019 amounted to \$51,767 and \$60,199, respectively. Interest expense on the lease liabilities for the years ended December 31, 2020 and 2019 was \$12,852 and \$14,484, respectively.

The contractual cash flow for the lease liabilities was as follows as of December 31, 2020:

	Contractual Cash Flows
2021	\$ 52,037
2022	34,130
2023	30,711
2024	26,488
2025	19,132
2026 and thereafter	19,536
Total	\$ 182,034

The Company has multiple lease contracts that include extension and termination options. These options are negotiated by management to provide flexibility in managing the leased-asset portfolio and to align with the Company's business needs. Management exercises significant judgment in determining whether these lease extension and termination options are reasonably certain to be exercised. As of December 31, 2020, all termination options were not reasonably certain to be exercised. Potential future undiscounted cash outflows from extension options not expected to be exercised as of December 31, 2020 are \$115,157.

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements
(amounts in thousands of USD)

(a) Right-of-use assets

The Company recognizes right-of-use assets at the commencement date of the lease (i.e. the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognized, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. Unless the Company is reasonably certain to obtain ownership of the leased asset at the end of the lease term, the recognized right-of-use assets are depreciated on a straight-line basis over the shorter of its estimated useful life or the lease term. Right-of-use assets are subject to impairment.

(b) Lease liability

At the commencement date of the lease, the Company recognizes lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments, including in-substance fixed payments, less any lease incentives received, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. The lease payments also include the exercise price of a purchase option reasonably certain to be exercised by the Company and any penalty payments for terminating a lease, if the lease term reflects the Company exercising the option to terminate. The variable lease payments that do not depend on an index or a rate are recognized as expense in the "Other operating expenses" during the period in which the event or condition that triggers the payment occurs.

In calculating the present value of lease payments, the Company uses the incremental borrowing rate at the lease commencement date if the interest rate implicit in the lease is not readily determinable. After the commencement date, the lease liabilities are increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a lease modification, a change in the lease term, a change in the in-substance fixed lease payments, or a change in the assessment to purchase the underlying asset.

(c) Current leases and leases of low value

The Company applies the current lease recognition exemption to its current leases (i.e. leases that have a lease term of 12 months or less from the commencement date and do not contain a purchase option). It also applies the low value assets lease recognition exemption for leases that are considered low value. Lease payments on current leases and leases of low value assets are recognized as expense on a straight-line basis over the lease term.

(14) Contingencies and Guarantees

The Company is a guarantor for the senior secured €500,000 (\$611,000) Term Loan (the "Term Loan") issued by Radar Bidco S.à r.l. on December 16, 2020 and for the super senior secured Revolving Credit Facility (the "RCF") entered into by Swissport International AG, as Original Borrower, on February 16, 2021, and is bound by the terms of the financing agreements. The Term Loan has a maturity date of December 16, 2024 and an interest rate of the Eurocurrency interest rate plus a margin of 10%, increasing by 1% every 6 months up to a maximum of 12%. The RCF has a maturity date of August 16, 2024 and an interest rate of the Eurocurrency interest rate plus a margin of 4% on cash drawings. The RCF was initially

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements
(amounts in thousands of USD)

€130 million (\$159,000) with the potential for an increase up to a maximum of €200,000 (\$245,000) and is also available for issuing bank guarantees.

(15) Provisions

A provision is recognized when the Company has a present legal or constructive obligation resulting from past events, it is probable that an outflow of resources will be required to settle the obligation, and a reliable estimate of the amount can be made. A provision for onerous contracts is recognized when the unavoidable costs of meeting the obligations under a contract exceed the economic benefits expected to be received under the same contract.

The current nature of the business exposes the Company to several proceedings and civil lawsuits (collectively referred to as "Claims"). These procedures take, in some cases, years to be resolved and management seeks advice from legal counsel and makes appropriate assumptions on the timing and estimated amounts of cash outflows of such proceedings.

During 2020, the Company recorded pretax restructuring charges of \$3,462, related to the Company's reorganization which commenced during the year in anticipation of the relocation of its North American headquarters. The restructuring provision primarily relates to personnel costs expected to be incurred in conjunction with the reorganization.

The Company has recognized provisions related to its aviation insurance liability and workers' compensation provisions related to employee injuries that occurred while at work. Both the aviation insurance and workers' compensation provisions are partially covered by receivables from insurance companies. In some cases, the claim amount may take several years to be agreed upon. As such, management seeks advice from experts and makes appropriate assumptions on the timing and estimated amounts of cash outflows of such claims.

Where the Company expects a provision to be reimbursed, for example under an insurance contract, the reimbursement is recognized as a separate asset, but only when the reimbursement is virtually certain. This component is shown within "Current insurance receivables" and "Non-current insurance receivables" while the expense relating to the provision is presented net of the amount recognized for a reimbursement.

The Company's other provisions relate to various provisions where the Company anticipates a cash outflow at some point in the future, including customer fines, labor related penalties, and tax penalties.

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements
(amounts in thousands of USD)

2020						
	Legal Claim	Restructuring	Workers compensation	Aviation liability	Other provisions	Total
As of January 1	\$ 4,137	1,469	48,688	22,910	2,682	79,886
Provisions made	5,346	3,463	11,962	(2,925)	7,703	25,549
Provisions released	(190)	(1)	(15,104)	(3,400)	—	(18,695)
Provisions used	(4,107)	(1,157)	(10,061)	(265)	(477)	(16,067)
Reclassifications	—	—	—	—	440	440
Discontinued operations	—	—	—	(258)	(2,171)	(2,429)
Current exchange differences	—	—	—	—	—	—
As of December 31	\$ 5,186	3,774	35,485	16,062	8,177	68,684
Current	5,186	3,774	11,745	5,204	5,550	31,459
Non-current	—	—	23,740	10,858	2,627	37,225
As of December 31	\$ 5,186	3,774	35,485	16,062	8,177	68,684

2019						
	Legal Claim	Restructuring	Workers compensation	Aviation liability	Other provisions	Total
As of January 1	\$ 1,346	664	50,128	35,076	511	87,725
Provisions made	4,877	2,634	16,541	894	2,288	27,234
Provisions released	(550)	—	(4,977)	(12,950)	(153)	(18,630)
Provisions used	(1,536)	(1,829)	(13,004)	(115)	(18)	(16,502)
Reclassifications	—	—	—	—	—	—
Currency exchange differences	—	—	—	5	54	59
As of December 31	\$ 4,137	1,469	48,688	22,910	2,682	79,886
Current	4,137	1,469	15,549	9,000	509	30,664
Non-current	—	—	33,139	13,910	2,173	49,222
As of December 31	\$ 4,137	1,469	48,688	22,910	2,682	79,886

(16) Commitments

The Company's capital commitments contracted for were as follows as of December 31:

	2020	2019
Capital expenditures contracted for:		
Property, vehicles and equipment	\$ 1,533	\$ 1,175
Total capital expenditures contracted	\$ 1,533	\$ 1,175

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements
(amounts in thousands of USD)

(17) Supplemental Cash Flow Information

Cash paid for interest totaled \$238 and \$224 for the years ended December 31, 2020 and 2019, respectively. Cash paid for income taxes, net of refunds received, was \$12,750 and \$6,911 for the years ended December 31, 2020 and 2019, respectively. These taxes related to the consolidated tax returns of Swissport North America Holdings, Inc as well as state returns filed by the Company. No income taxes were paid in Canada. Non-cash transactions during 2020 were right-of-use assets additions for the year offsetting right-of-use liability of \$27,820, the sale of the Canadian subsidiary for consideration receivable of \$15,763 and the settlement of debt due to related parties of \$14,187 related to the sale of the Canadian subsidiary. Non-cash transactions during 2019 included net right-of-use assets additions for the year offsetting right-of-use liability of \$177,132 and reclassification of finance lease assets from property and equipment to right-of-use assets of \$17,513.

(18) Related-party Transactions

Swissport International AG charges certain royalties and trademark fees to the Company. Total royalties and trademark fees of \$6,654 and \$11,014 were charged for the years ended December 31, 2020 and 2019, respectively. These fees are included in "Other operating expenses" on the consolidated statements of profit and loss and comprehensive income.

Swissport International AG and certain subsidiaries are carried under a common general aviation insurance policy. Swissport International AG allocates the insurance premium to each of the insured companies. The Company incurred expenses of \$1,012 and \$3,128 during the years ended December 31, 2020 and 2019, respectively, to Swissport International AG for this insurance coverage. These expenses are included in "Other operating expenses" on the consolidated statements of profit and loss and comprehensive income.

The Company has a \$135 and \$9,841 current receivable from Swissport Canada Handling as of December 31, 2020 and 2019, respectively. This receivable relates to intercompany charges for salaries and other expenses incurred on behalf of Swissport Canada Handling.

The Company has a current receivable from Swissport International AG of \$25,931 and \$175 as of December 31, 2020 and 2019, respectively. This receivable is due to intercompany charges for salaries incurred on behalf of Swissport International AG and the sale of Swissport Canada Holding, Inc.

The Company has a current loan of \$19,708 and \$422 to Swissport International AG as of December 31, 2020 and 2019, respectively, to fund working capital needs.

The Company has a current receivable from Swissport North America Holdings, Inc. of \$4,379 and \$4,382 as of December 31, 2020 and 2019, respectively, to fund working capital needs.

The miscellaneous other related party receivables are related to transactions with various related parties. The transactions include recharges of expenses incurred on behalf of the related party. The amounts due from/to related parties were as follows as of December 31:

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements
(amounts in thousands of USD)

	<u>2020</u>	<u>2019</u>
Receivable from Swissport Canada	\$ 3,024	\$ —
Receivable from Swissport Canada Handling	135	9,841
Receivable from Swissport International AG	25,931	175
Loan to Swissport International AG	19,708	422
Receivable from Swissport North America Holdings, Inc	4,379	4,382
Miscellaneous other related party receivables	<u>5,503</u>	<u>3,698</u>
Amounts due from related parties	\$ 58,680	\$ 18,518
Payable from Swissport International AG	—	19,209
Miscellaneous other related party payables	<u>237</u>	<u>26</u>
Amounts due to related parties	\$ 237	\$ 19,235

In addition to the transactions with related parties above, the Company had a current working capital loan from Swissport International AG of \$0 and \$14,187 as of December 31, 2020 and 2019, respectively. This was current debt used to fund working capital needs and carried an interest rate of 4.5% in both 2020 and 2019. These amounts are included in the "Current debt due to related parties" on the consolidated statements of financial position. During 2016, the Company entered into a non-current working capital loan of \$17,000 which was paid off as of December 31, 2020. This loan is included in the "Non-current debt due to related parties" on the consolidated statements of financial position.

The Company's direct parent Swissport North America Holdings, Inc. holds debt related to the acquisition of both Swissport North America, Inc. and subsidiaries and Swissport SAUSA, LLC and subsidiaries. The interest on this debt is funded by the operations of the Company and dividends from the Company. The debt outstanding as of December 31, 2020 and 2019 is \$366,550 and \$376,550, respectively, and carries an interest rate of approximately 8.1% with the maturity date of January 21, 2022. This debt is recognized on Swissport North America Holdings, Inc.'s books and not allocated down to the Company.

(19) Discontinued Operations

On December 2, 2020, Servisair Fuel Leasing Corporation sold its interest in Swissport Canada Holding Inc ("the Subsidiary") to Swissport Holding B.V., a Dutch corporation, for a price of CAD \$20,000 in cash in consideration for the shares of Swissport Canada Holding Inc. The Subsidiary is reported as a discontinued operation, with relevant financial information set out below.

The financial performance and cash flow information presented is for the 11 months ended November 30, 2020 and the year ended December 31, 2019.

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements

(amounts in thousands of USD)

	2020	2019
Revenue	\$ 53,996	\$ 151,252
Operating expenses	52,016	156,233
Other income (expense)	(1,665)	(1,886)
Net income (loss) from discontinued operations before provision for income taxes	<u>315</u>	<u>(6,867)</u>
Provision for income taxes	—	—
Net income (loss) from discontinued operations after provision for income taxes	<u>315</u>	<u>(6,867)</u>
Gain on sale of the subsidiary	20,464	—
Net income (loss) from discontinued operations	<u>\$ 20,779</u>	<u>\$ (6,867)</u>

	2020	2019
Net cash used in operating activities	\$ (21,870)	\$ (740)
Net cash (used in) provided by investing activities	(729)	1,393
Net cash used in financing activities	(3,514)	(1,391)
Net cash used by the Canadian subsidiary	<u>\$ (26,113)</u>	<u>\$ (738)</u>

The carrying amounts of assets and liabilities as of December 2, 2020, the date of sale, for the Canadian subsidiary were:

	December 2, 2020
Current assets	\$ 26,999
Non-current assets	24,863
Total assets	<u>51,862</u>
Current liabilities	(50,588)
Non-current liabilities	(10,470)
Total liabilities	<u>(61,058)</u>
Net assets	<u>\$ (9,196)</u>

Details on the sale of the Canadian subsidiary as of December 2, 2020, the date of sale, was as follows:

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES
Notes to the Financial Statements
(amounts in thousands of USD)

	<u>2020</u>
Consideration receivable ¹	\$ 15,763
Carrying amount of net assets sold	9,196
Gain on sale before reclassification of foreign currency translation reserve	<u>24,959</u>
Reclassification of foreign currency translation reserve	<u>(4,495)</u>
Gain on sale of subsidiary	<u>\$ 20,464</u>

¹ Equivalent to CAD \$20,000. Amount presented within "Amounts due from related parties."

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements

(amounts in thousands of USD)

(20) Non-Controlling Interest Financial Information

The financial information under IFRS, before inter-company eliminations, for Hallmark where the Company has a 51% interest is as follows as of December 31:

Statements of Financial Position as of December 31

	2020	2019
Cash and cash equivalents	\$ 16,854	\$ 10,161
Trade Receivables	2,663	10,841
Inventories	278	357
Other current assets	24,148	355
Total current assets	43,943	21,714
Property, equipment, and intangibles assets	447	518
Right-of-use assets	1,726	248
Total non-current assets	2,173	766
Total assets	46,116	22,480
Trade and other payables	18,584	10,898
Other current liabilities	1,084	1,314
Total current liabilities	19,668	12,212
Non-current lease liabilities	1,776	113
Bonds Payable	9,892	—
Non-current provisions	2,325	2,673
Total non-current liabilities	13,993	2,786
Total liabilities	33,661	14,998
Additional paid-in capital and member's interest	7,481	(5,044)
Net Income	4,974	12,526
Total liabilities and equity	\$ 46,116	\$ 22,480

SWISSPORT NORTH AMERICA, INC. AND SUBSIDIARIES

Notes to the Financial Statements

(amounts in thousands of USD)

Statements of Profit and Loss and Comprehensive Income for the years ended December 31

	2020	2019
Revenues	\$ 39,228	\$ 105,791
Operating expenses:		
Personnel costs	27,826	85,502
Other operating expenses, including depreciation	5,861	7,725
Operating profit	5,541	12,564
Financing costs	567	38
Net income	4,974	12,526
Comprehensive income attributable to non-controlling interest	\$ (2,437)	\$ (6,138)

(21) Subsequent Events

The Company has evaluated subsequent events through March 29, 2021, the date the consolidated financial statements were available for issuance. While there are no significant events that would require an adjustment or disclosure in the consolidated financial statements as of the date of the consolidated financial statements, the worldwide recovery from the COVID-19 pandemic continues, with the possibility of additional government stimulus and payroll support in 2021. However, the effects of COVID-19 pandemic could have a negative impact on the Company's financial performance during 2021 based on the restrictions placed on travel, industrial activity, and public life. Management continues its efforts to adapt the Company's workforce and cost base, manage working capital, and reduce capital expenditures to mitigate the impact of the service volume reductions on earnings and cash flows to the extent possible.

SWISSPORT NORTH AMERICA HOLDINGS, INC. AND SUBSIDIARIES
DIRECTORS AND OFFICERS

March 25, 2022

Not for further distribution unless approved by the Legal Department

COMPANY	DIRECTORS	OFFICERS/TITLES
<p>Swissport North America Holdings, Inc. <i>Delaware corporation, incorporated 12/7/10</i> <i>(DE, NC)</i> <i>Tax ID #27-4181087</i> <i>(Withdrawn MO 7/6/21)</i> <i>(Withdrawn PA 10/14/20)</i></p>	<p>Frank Mena</p>	<p>Frank Mena/President Glenn Erb/Chief Financial Officer Holleh Kheradmand/Treasurer Dawn Elliott Oakley/ Secretary</p>
<p>Swissport North America, Inc. <i>Delaware corporation, incorporated 11/18/94</i> <i>(DE-VA-NC)</i> <i>Tax ID #11-3280508</i> <i>Org# 0773453</i></p>	<p>Frank Mena Dawn Elliott Oakley</p>	<p>Frank Mena/President/Chief Executive Officer Glenn Erb/Chief Financial Officer Holleh Kheradmand/Treasurer Dawn Elliott Oakley/Secretary</p>
<p>Swissport USA, Inc. <i>Delaware corporation, incorporated 7/6/71</i> <i>(AK-AZ-CA-CO-DE-FL-GA-HI-IL-IN-KS-KY-LA-MA-MD-MI- ME-MN-MO-MS-NE-NC-NJ-NV-NY-OH-PA-SC-TN-TX-VA-WA)</i> <i>Tax ID #04-2485091</i> <i>(Withdrawn OK 10/15/19, OR as of 11/4/19, NM as of 12/4/18, MS, ND 10/18, UT as of Jan. 2020)</i></p>	<p>Frank Mena [Vacancy] Dawn Elliott Oakley Todd Lindamood Stan Livingston</p>	<p>Frank Mena/President, Chief Executive Officer Glenn Erb/Chief Financial Officer Holleh Kheradmand/Treasurer Dawn Elliott Oakley/Vice President, Secretary Stan Livingston/Vice President Todd Lindamood/Vice President Cecilia Guillen/Vice President Juan Barreiro /Vice President Andrew Morch/Vice President</p>

Corporate Office address for all entities, except as those noted below is: 227 Fayetteville St., 9th Floor, Raleigh, NC 27601
Hallmark Aviation Services, L.P. is: 5757 West Century Blvd., Suite 860, Los Angeles, CA 90045

SWISSPORT NORTH AMERICA HOLDINGS, INC. AND SUBSIDIARIES
DIRECTORS AND OFFICERS
 March 25, 2022

COMPANY	DIRECTORS	OFFICERS/TITLES
Swissport Cargo Services, L.P. f/k/a Gateway Cargo Service Center, L.P. <i>California Limited Partnership, formed 11/15/96</i> (AZ-CA-CO-FL-GA-IL-MA-MD-MO-NJ-NY-TX-VA-WA) Tax ID #95-4687865 Org# 199635200022 (Withdrawn MI 12-02-2019)	N/A	Frank Mena/President Glenn Erb/Chief Financial Officer Holleh Kheradmand/Treasurer Todd Lindamood/Vice President Andrew Morch/Vice President
Swissport Fueling, Inc. <i>Delaware corporation, incorporated 4/22/58</i> (AZ-^CA-CO-DE-FL-GA-HI-IL-MA-MD-MI-MN-MT-NM-NV- ^NY-TN-TX-VA-WA) Tax ID #54-0642003 Org# 0522716 (Withdrawn RI 01-2018) (Withdrawn LA 02-2018) (Withdrawn PA 07-2018) (^County only)	Frank Mena Dawn Elliott Oakley Stan Livingston	Frank Mena//President Glenn Erb/Chief Financial Officer Holleh Kheradmand/Treasurer Dawn Elliott Oakley/ Secretary Stan Livingston/Vice President
DAPSCO Inc. <i>California corporation, incorporated 6/3/94</i> (CA-FL- HI-NJ-NY-OH-TX) Tax ID #54-1715826	Frank Mena Dawn Elliott Oakley Stephen Thompson [vacant] [vacant]	Frank Mena/President/Chief Executive Officer Glenn Erb/Chief Financial Officer Holleh Kheradmand/Treasurer Dawn Elliott Oakley/Vice President, Secretary

SWISSPORT NORTH AMERICA HOLDINGS, INC. AND SUBSIDIARIES
DIRECTORS AND OFFICERS
March 25, 2022

COMPANY	DIRECTORS	OFFICERS/TITLES
<p>Hallmark Aviation Services, L.P. <i>California Limited Partnership, formed 6/9/89</i> <i>(DAPSCO Inc. 51% Ownership)</i> <i>(Qantas 49% Ownership)</i></p> <p><i>(AZ-CA-CO-FL-GA-HI-MO- NE-NM-NJ- NY-NV-OH-TX-UT)</i></p> <p><i>Tax ID #95-4217627</i></p>	<p>N/A</p>	<p>Steve Gomez/President Jim Chappell/Chief Financial Officer</p>
<p>Swissport Cargo Services, Inc. f/k/a Gateway Cargo Service Centers, Inc. <i>California corporation, incorporated 11/15/93</i></p> <p><i>(CA-FL-GA-IL-MA-NJ-NY)</i> <i>NJ (Alternate name, Swissport Cargo Handling, Inc.)</i></p> <p><i>Tax ID #68-0316648</i> <i>Org# C1734152</i></p>	<p>Frank Mena Dawn Elliott Oakley</p>	<p>Frank Mena/Chief Executive Officer/President Glenn Erb/Chief Financial Officer Holleh Kheradmand/Treasurer Dawn Elliott Oakley/Secretary Andrew Morch/Vice President</p>
<p>Swissport Lounge, LLC <i>(d/b/a Airspace Lounge in the highlighted states)</i> <i>Delaware Limited Liability Company, formed 2/13/12</i> <i>(CA-DE-VA)</i></p> <p><i>Tax ID #45-4771192</i> <i>(Withdrawn NY 11/27/19, MD 8/20/2019, OH 2/10/21)</i></p> <p>[Manager-Managed (Board of Directors -- act collectively; Officers too]</p>	<p>Frank Mena [vacant]</p>	<p>Frank Mena/Chief Executive Officer/Treasurer</p>

SWISSPORT NORTH AMERICA HOLDINGS, INC. AND SUBSIDIARIES
DIRECTORS AND OFFICERS

March 25, 2022

COMPANY	DIRECTORS	OFFICERS/TITLES
<p>Swissport SAUSA, LLC <i>Delaware limited liability company</i> <i>f/k/a Servisair USA LLC and</i> <i>f/k/a Servisair USA Inc.</i>, a Delaware corporation, incorporated 10/5/1999 date of conversion to LLC 2/14/14 (AZ-CO-DE-FL-IA-LA-MI-OH-TX) Tax ID #65-0955629 [Manager-Managed (Board of Directors – act collectively; Officers too)] (Withdrawn AL 1/31/2020, IN 2/24/2020)</p>	<p>Frank Mena [vacant] Dawn Elliott Oakley</p>	<p>Frank Mena/President/Chief Executive Officer Glenn Erb/Chief Financial Officer Holleh Kheradmand/Treasurer Dawn Elliott Oakley/Secretary Stan Livingston/Vice President Todd Lindamood/Vice President Cecilia Guillen/Vice President Juan Barreiro/Vice President Andrew Morch/Vice President</p>
<p>Swissport SA, LLC <i>Delaware limited liability company, formed 4-18-1996</i> <i>f/k/a Servisair LLC and</i> <i>f/k/a Penauille Servisair LLC</i> (CA-DE-FL-IL-MA-MI-MN-MO-NV-NJ-NY-TX) Tax ID #11-3319570 *(Withdrawn—PA 7/2019, Withdrawn – WI 3/16/20) [Manager-Managed (Board of Directors – act collectively; Officers too)]</p>	<p>Frank Mena Dawn Elliott Oakley</p>	<p>Frank Mena/President/Chief Executive Officer Glenn Erb/Chief Financial Officer Holleh Kheradmand/Treasurer Dawn Elliott Oakley/Secretary Todd Lindamood/Vice President Cecilia Guillen/Vice President Juan Barreiro/Vice President Andrew Morch/Vice President</p>
<p>Swissport SA Fuel Services, LLC <i>Delaware limited liability company, formed 12-15-2003</i> <i>f/k/a Servisair Fuel Services LLC and</i> <i>f/k/a Servisair and Shell Fuel Services LLC</i> (AZ-CA-DE-FL-IL-KY-MA-MI-MN-MO-NY-TX-WI) Tax ID #87-0715831 [Manager-Managed (Board of Directors – act collectively; Officers too)]</p>	<p>Frank Mena Dawn Elliott Oakley</p>	<p>Frank Mena/President/Chief Executive Officer Glenn Erb/Chief Financial Officer Holleh Kheradmand/Treasurer Dawn Elliott Oakley/ Secretary Stan Livingston/Vice President</p>

CORPORATION SERVICE COMPANY

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Project Id :

Order# 339387-50
Order Date 10/16/2014

Entity Name : SERVISAIR LLC
Jurisdiction : NY-Department of State
Request for : Foreign Amendment Filing
File date : 10/16/2014
Result : Filed

Ordered by JACQUELINE MCEL RATH at SWISSPORT NORTH AMERICA, INC.

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Karin Dunn
kdunn@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

CORPORATION SERVICE COMPANY - 45		SERVICE CHRG. 45	
AMOUNT	00.00	PAYMENTS	00.00
CHARGE	00.00	CASH	0.00
TAX	0.00	CHRG	0.00
FEES	0.00	CHARGE	0.00
DISCOUNT	00.00	DISCOUNT	00.00
NET	00.00	NET	0.00
		GRAND TOTAL	0.00

=====

ENTITY NAME: SWISSPORT SA, LLC

DOCUMENT TYPE: AMENDMENT (FOR LLC)
NAME

COUNTY: NASS

=====

FILED:10/16/2014 DURATION:***** CASH#:141016001041 FILM #:141016001000

FILER:

JACQUELINE MCEL RATH
45025 AVIATION DRIVE, SUITE 350

DULLES, VA 20166

ADDRESS FOR PROCESS:

REGISTERED AGENT:



=====

SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45

SERVICE CODE: 45

FEES	95.00

FILING	60.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	25.00

PAYMENTS	95.00

CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	95.00
OPAL	0.00
REFUND	0.00

=====

339387TRT

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on October 17, 2014.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

OSC 45
download

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.ny.gov

CERTIFICATE OF AMENDMENT
OF
Servisair LLC

(Insert Name of Foreign Limited Liability Company)

Under Section 804 of the Limited Liability Company Law

FIRST: The name of the limited liability company as it appears on the index of names in the Department of State is:
Servisair LLC

If applicable, the fictitious name the foreign limited liability company has agreed to use in this state is:

SECOND: The jurisdiction of organization of the limited liability company is:
Delaware

THIRD: The date on which its application for authority to do business in this state was filed with the Department of State is:
5/17/1996

FOURTH: The application for authority is amended as follows (if the true name of the foreign limited liability company is to be changed, set forth a statement that the change of name has been effected under the laws of the jurisdiction of its formation and the date the change was so effected):

(A) Paragraph First of the Application for Authority is amended to read as follows:
The name of the limited liability company is Swissport SA, LLC

The change was effected October 1, 2014 under the laws of the jurisdiction of formation.

(B) Paragraph of the Application for Authority is amended to read as follows:

X Sean M. Klinge
(Signature)
SEAN M. KLINGE
(Type or print name)

Capacity of signer (Check appropriate box):

- ☐ Member
☐ Manager
☒ Authorized Person

CSC 45
Drawdown

CERTIFICATE OF AMENDMENT
OF
Servisair LLC

(Insert Name of Foreign Limited Liability Company)

Under Section 804 of the Limited Liability Company Law

Filed by: Jacqueline McElrath
(Name)
45025 Aviation Drive, Suite 350
(Mailing address)
Dulles, VA 20166
(City, State and ZIP code)

Cost kb 339 387 TTT

NOTE: This form was prepared by the New York State Department of State for filing a certificate of amendment for a foreign limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$66 filing fee made payable to the Department of State.

FILED

2014 OCT 16 PM 4:44
(For office use only)

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED OCT 16 2014

TAX \$ 150
BY: LSW

RECEIVED
2014 OCT 16 PM 12:08

1041

=====

ENTITY NAME: SERVISAIR LLC

COUNTY: NASS

DOCUMENT TYPE: AMENDMENT (FOR LLC)
NAME

=====

FILED:08/16/2007 DURATION:***** CASH#:070816001034 FILM #:070816000939

FILER:

PENAUILLE SERVISAIR
SUITE 600, 111 GREAT NECK ROAD
P. O. BOX 355
GREAT NECK, NY 11022-0355

ADDRESS FOR PROCESS:

REGISTERED AGENT:



=====

SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45

SERVICE CODE: 45

FEEs 120.00

FILING 60.00
TAX 0.00
VERT 0.00
COPIES 10.00
HANDLING 50.00

PAYMENTS 120.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 120.00
OPAL 0.00
REFUND 0.00

=====

043167DB

DOS-1025 (04/2007)

STATE OF NEW YORK
DEPARTMENT OF STATE

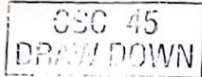
I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and the official seal of the
Department of State, at the City of Albany, on
August 17, 2007.

Paul LaPointe

Paul LaPointe
Special Deputy Secretary of State



New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT OF

Penauille Servisair LLC

(Insert name of Foreign Limited Liability Company)

Under Section 804 of the Limited Liability Company Law

FIRST: The name of the limited liability company as it appears on the index of names in the Department of State is: Penauille Servisair LLC.

If applicable, the fictitious name the foreign limited liability company has agreed to use in this state is: _____.

SECOND: The jurisdiction of organization of the limited liability company is: Delaware.

THIRD: The date on which its application for authority to do business in this state was filed with the Department of State is: May 17, 1996.

FOURTH: The application for authority is amended as follows (if the true name of the foreign limited liability company is to be changed, set forth a statement that the change of name has been effected under the laws of the jurisdiction of its formation and the date the change was so effected):

(A) Paragraph First of the Application for Authority is amended to read as follows:

The name of the limited liability company is changed from Penauille Servisair LLC to Servisair LLC; said change having been effective under the laws of the jurisdiction of its formation on July 17, 2007.

(B) Paragraph _____ of the Application for Authority is amended to read as follows:

X Dino G. Noto
(Signature)

Dino G. Noto
(Type or print name)

Authorized Person
(Title of signer)

CERTIFICATE OF AMENDMENT
OF
PENAUILLE SERVISAIR LLC

Section 804 of the Limited Liability Company Law

Filer:

Penauille Servisair
Suite 600, 111 Great Neck Road P. O. Box 355
Great Neck, NY 11022-0355

Cust. Ref#043167DB

DRAWDOWN

1cc
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED AUG 16 2007

TAXS 0

BY: FL

2007 AUG 16 PM 2:12

RECEIVED

1034

2007 AUG 16 PM 2:59
CSC
DRAWN

CT-97

F 060213000 058

CERTIFICATE OF AMENDMENT

OF

GlobeGround North America LLC

Under Section 804 of the Limited Liability Company Law

FIRST: The name of the limited liability company as it appears on the index of names in the Department of State is GlobeGround North America LLC

☐ The fictitious name the foreign limited liability company has agreed to use in this state is _____

SECOND: The jurisdiction where the limited liability company was organized is Delaware

THIRD: The date on which its certificate of authority to do business in this state was filed with the Department of State is May 17, 1996

FOURTH: The Application for Authority is amended:

☒ (a) To change the name of the limited liability company from GlobeGround North America LLC to Penauille Servisair LLC; said change having been effected under the laws of the jurisdiction of its formation on February 1, 2006

☐ The name which the limited liability company agrees to use in New York pursuant to §802 of the New York Limited Liability Company Law is _____

☐ (b) To change the location of the limited liability company's office in New York from _____ County to _____ County.

☐ (c) To change its jurisdiction of formation to _____

Dino G. Noto

(signature)

Dino G. Noto - Authorized Person

(name and capacity of signer)

F 060213000 058

OF

Under Section 804 of the Limited Liability Company Law

1 CC

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 13 2006

TAXES: 0
BY: LB

BY: LB

Filed by:

Cust Ref# 6568478

2008 FEB 13 AM 8:54

060213000 065

2

Department of State

I hereby certify, that HUDSON GENERAL LLC a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 05/17/1996. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York.

A Certificate of Amendment HUDSON GENERAL LLC, changing its name to GLOBEGROUND NORTH AMERICA LLC, was filed 07/03/2001.

Witness my hand and the official seal
of the Department of State at the City
of Albany, this 26th day of July
two thousand and two.



200207290264 54

FILING RECEIPT

ENTITY NAME: GLOBEGROUND NORTH AMERICA LLC

DOCUMENT TYPE: AMENDMENT (FOR LLC)
NAME

COUNTY: NASS

SERVICE COMPANY: CT CORPORATION SYSTEM

SERVICE CODE: 07

FILED: 07/03/2001 DURATION: ***** CASH#: 010703000514 FILM #: 010703000491

ADDRESS FOR PROCESS

REGISTERED AGENT



FILER	FEE	AMOUNT	PAYMENTS	AMOUNT
SKADDEN ARPS SLATE MEAGHER & FLOM	FILING	60.00	CASH	0.00
ONE RODNEY SQUARE	TAX	0.00	CHECK	95.00
WILMINGTON, DE 19801	CERT	0.00	CHARGE	0.00
	COPIES	10.00	DRAWDOWN	0.00
	HANDLING	25.00	BILLED	0.00
			REFUND	0.00

DOS-1025 (11/89)

07/12/2001 16:43

NO.134 D02

State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

JUL 06 2001



[Handwritten signature]

Special Deputy Secretary of State

DOS-1266 (7/00)

HUDSON COUNTY REC

By *[Handwritten signature]*
Name _____
Title _____

CT-07

1-010703000 491

CERTIFICATE OF AMENDMENT OR CHANGE
OF
HUDSON GENERAL LLC

Under Section 804 of the Limited Liability Company Law

1. The name of the limited liability company as it appears on the index of names in the Department of State is Hudson General LLC.

2. The jurisdiction where the limited liability company was organized is Delaware.

3. The date on which its certificate of authority to do business in this State was filed with the Department of State is May 17, 1996.

4. The Application for Authority of the limited liability company to do business in New York is hereby amended to change the name from Hudson General LLC to GlobeGround North America LLC. Paragraph FIRST of the Application for Authority is amended to read as follows:

"FIRST: The name of the limited liability company is GlobeGround North America LLC."

5. The change of name was effected under the laws of the State of Delaware on June 29, 2001.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment or Change this 29th day of June, 2001.

HUDSON GENERAL LLC

By: Nlah E. Rockowitz
Name: Nlah E. Rockowitz
Title: Authorized Person

CT-07

1-010703000 491

CT-07

2

CERTIFICATE OF AMENDMENT OR CHANGE

OF

HUDSON GENERAL LLC

UNDER SECTION 804 OF THE LIMITED LIABILITY COMPANY LAW

JUL 7 1

CLG

ICC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JUL 03 2001
TAX \$
BY: CLG

**SKADDEN ARPS SLATE MEAGHER & FLOM LLP
ONE RODNEY SQUARE
WILMINGTON DEL 19801**

2

010703000 514

HUDSON GENERAL LLC
OF
CERTIFICATE OF AUTHORITY OF CHOICE

CT-01

CT-01

1-010303000

55

APPLICATION FOR AUTHORITY

OF

HUDSON GENERAL LLC

Under Section 802 of the
Limited Liability Company Law

FIRST: The name of the limited liability
company is Hudson General LLC.

SECOND: The jurisdiction of the limited lia-
bility company is Delaware. The date of its organization
is April 18, 1996.

THIRD: The county within this state in which
the office of the limited liability company is to be
located is Nassau.

FOURTH: The secretary of state is designated
as agent of the limited liability company upon whom
process against it may be served. The post office ad-
dress within this state to which the secretary of state
shall mail a copy of any process against him or her is
1633 Broadway, New York, New York 10019; Attention: C T
Corporation System.

FIFTH: The name and street address within this
state of the registered agent of the limited liability
company upon whom and at which process against the limit-
ed liability company can be served is CT Corporation
System, 1633 Broadway, New York, New York 10019.

SIXTH: The address of the office the limited
liability company is required to maintain in the juris-
diction of its organization, by the laws of such juris-
diction, is:

1209 Orange Street
Wilmington, DE 19801

SEVENTH: The limited liability company is in
existence in the jurisdiction of its organization as of
the date this certificate is filed.

1

EIGHTH: The name and address of the authorized officer in the jurisdiction of organization of the limited liability company where a copy of its certificate of formation is filed is:

Secretary of State
Division of Corporations
Townsend Building
Dover, DE 19901

IN WITNESS WHEREOF, this certificate has been subscribed this 10th day of May, 1996, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Norue E. Rasmussen
Name: *Norue E. Rasmussen*
Title: Authorized Person

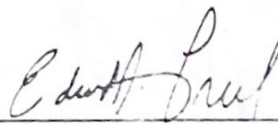
2

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HUDSON GENERAL LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF MAY, A.D. 1996.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.




Edward J. Freel, Secretary of State

2615426 8300

960139043

AUTHENTICATION

DATE

7944934

05-15-96

DIVISION

FILING RECEIPT

ENTITY NAME : HUDSON GENERAL LLC

DOCUMENT TYPE : RESERVATION (FOR LLC)

SERVICE COMPANY : CT CORPORATION SYSTEM

APPLICANT NAME : HUDSON GENERAL LLC

SERVICE CODE: 07

FILED: 04/04/1996 DURATION: 06/04/1996 CASH #: 960404000187 FILM #: 960404000179

ADDRESS FOR PROCESS

REGISTERED AGENT



SUBMIT RECEIPT WHEN FILING CERTIFICATE

FILER	FEES		PAYMENTS	
HUDSON GENERAL LLC		20.00	CASH :	20.00
C/O SKADDEN ARPS SLATE MEAGHER & FLOM	FILING :	20.00	CHECK :	0.00
ONE RODNEY SQUARE	TAX :	0.00	BILLED :	20.00
WILMINGTON, DL 19801	CERT :	0.00		0.00
	COPIES :	0.00		
	HANDLING :	0.00		
			REFUND :	0.00

IS-1025 (11/89)

4

960517000265

CT-07

7960517000255

APPLICATION FOR AUTHORITY

OF

HUDSON GENERAL LLC

UNDER SECTION 802 OF THE LIMITED LIABILITY COMPANY LAW

Filer: SKADDEN ARPS
ATTENTION: DEBBIE REUSCH
PO BOX 636
ONE RODNEY SQUARE
WILMINGTON, DE 19899

1-a
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAY 17 1996

TAX \$ _____

BY: SB

5

960517000265

**State of New York } ss:
Department of State**

I hereby certify, that HUDSON GENERAL LLC a DELAWARE limited liability company filed a Certificate of Application for Authority pursuant to section 802 of the Limited Liability Company Law on 05/17/1996. I further certify that no certificate of Surrender of Authority has been filed, and so far as shown by the records of this Department, such limited liability company is still authorized to do business in the State of New York.

A Certificate of Affidavit of Publication of HUDSON GENERAL LLC was filed on 07/30/1996.

A Certificate of Affidavit of Publication of HUDSON GENERAL LLC was filed on 07/30/1996.

The limited liability company has filed proofs of publication under section 802 (b) of the Limited Liability Company Law.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 28th day of October
one thousand nine hundred and
ninety-nine.*

Special Deputy Secretary of State

ENTITY NAME : HUDSON GENERAL LLC

DOCUMENT TYPE : APPLICATION FOR AUTHORITY (FOR LLC)

SERVICE COMPANY : CT CORPORATION SYSTEM

COUNTY : NASS

FILED: 05/17/1996 DURATION: ***** CASH #: 960517000265 FILM #: 960517000251

ADDRESS FOR PROCESS

THE LLC, ATT: CT CORPORATION
1633 BROADWAY
NEW YORK, NY 10019

REGISTERED AGENT

CT CORPORATION
1633 BROADWAY
NEW YORK, NY 10019

EXIST DATE
05/17/1996

THIS FILING HAS AN ASSOCIATED PUBLICATION REQUIREMENT. THE NEWSPAPERS IN WHICH THIS PUBLICATION IS TO BE MADE ARE DESIGNATED BY THE COUNTY CLERK OF THE COUNTY IN WHICH THE ENTITY'S OFFICE IS LOCATED. CONTACT THE RESPECTIVE COUNTY CLERK FOR FURTHER INFORMATION.



FILER

SKADDEN ARPS
ATT: DEBBIE REUSCH
PO BOX 636 - 1 RODNEY SQUARE
WILMINGTON, DE 19899

FEES	260.00	PAYMENTS	260.00
FILING :	250.00	CASH :	0.00
TAX :	0.00	CHECK :	260.00
CERT :	0.00	BILLED:	0.00
COPIES :	10.00		
HANDLING:	0.00		
REFUND:	0.00		

DOS-1025 (11/89)

of the Limited Liability Company Law. Questions regarding the filing of these certificates should be directed to the NYS Department of State, Division of Corporations, 41 State Street, Albany, NY 12231-0001 or by calling 518-473-2492. Failure to timely file this statement will be reflected in the Department's records as past due or delinquent.

Filing Period - the filing period is the calendar month during which the original articles of Organization or application for authority was filed or the effective date that limited liability company existence began, if stated in the articles of organization.

Filing Fee: The statutory filing fee is \$9.00. Checks and money orders must be made payable to the "Department of State". DO NOT mail cash.

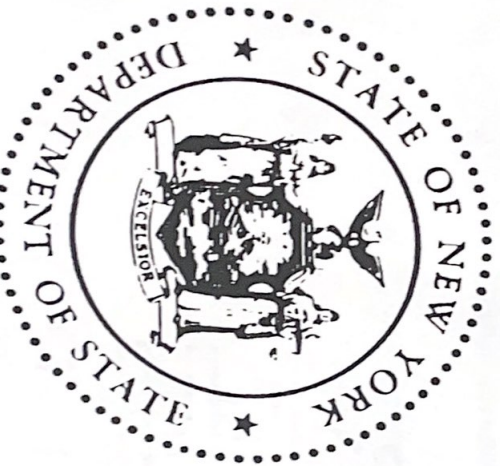
Turn this entire form, completed, with your \$9.00 fee, in the self-mailer envelope, to the Department of

Department of State

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

MAY 21 1996



[Handwritten Signature]

Special Deputy Secretary of State

the undersigned who affirms that the statements made herein are true and correct.

NOAH E. BOGARDUS
PRINT OR TYPE NAME OF SIGNER

Vice President & Secretary
PRINT OR TYPE SIGNER'S TITLE

NOE. BOGARDUS
SIGNATURE OF MEMBER, MANAGER OR
AUTHORIZED PERSON

IMPORTANT NOTICE

A New York Limited Liability Company which is no longer conducting business must file a Certificate of
Section 705 of the Limited Liability Company Law, and a foreign Limited Liability
Certificate of Authority pursuant to Section 1707 of the Limited Liability Company Law.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Swissport SA LLC

Address: 2150 Smithtown Ave. Suite 4

City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779

Country: US

2. Entity's Vendor Identification Number: ██████████

3. Type of Business: Other (specify) LLC

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

none

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

--

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Brigid Mitchell [BRIGID.MITCHELL@SWISSPORT.COM]

Dated: 03/17/2022 11:26:03 AM

Title: General Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Brigid Mitchel [BRIGID.MITCHELL@SWISSPORT.COM]

Dated: 03/10/2022 10:27:58 AM

Vendor: Swissport SA LLC

Title: General Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Brigid Mitchell [BRIGID.MITCHELL@SWISSPORT.COM]

Dated: 03/08/2022 12:58:33 PM

Vendor: Swissport SA LLC

Title: General Manager

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Juan Jose Barreiro
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 2460 NW 66Th Avenue Suite 207
City: Miami State/Province/Territory: FL Zip/Postal Code: 33122
Country: US
Telephone: 7862953280

Other present address(es):
City: Ronkonkoma State/Province/Territory: FL Zip/Postal Code: 11779
Country: US
Telephone: 6317370600

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	07/01/2021		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES		NO	X	If Yes, provide details.
-----	--	----	---	--------------------------

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Swissport USA, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever

initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Juan Barreiro , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Juan Barreiro , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Swissport SA LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Juan Barreiro [JUAN.BARREIRO@SWISSPORT.COM]

Vice President

Title

05/03/2022 11:29:56 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robert Glenn Erb
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address:		227 Fayetteville St	
City:	Raleigh	State/Province/Territory:	NC
Country	US	Zip/Postal Code:	27601
Telephone:	7035547273		

Other present address(es): _____
 City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
 Country: _____
 Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer	08/16/2021	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Swissport North America Holdings, Inc.

Swissport North America, Inc.
Swissport USA, Inc.
Swissport Cargo Services, LP
Swissport Fueling, Inc.
DAPSCO, Inc.
Swissport Cargo Services, Inc.
Swissport SAUSA, LLC
Swissport SA Fuel Services, LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert Glenn Erb , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert Glenn Erb , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Swissport SA, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Glenn Eb [GLENN.ERB@SWISSPORT.COM]

Chief Financial Officer

Title

05/09/2022 01:39:52 PM

Date



Robert Glenn Erb
CFO NOAM
Swissport USA, Inc.

Robert Glenn Erb is also known as Glenn Erb. Swissport assigned Glenn.Erb@swissport.com as his email.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Holleh Kheradmand
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address:		227 Fayetteville Stree	
City:	Raleigh	State/Province/Territory:	NC
Country	US	Zip/Postal Code:	27601
Telephone:	7034894473		

Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	Treasurer	10/29/2021
Chairman of Board	Shareholder	
Chief Exec. Officer	Secretary	
Chief Financial Officer	Partner	
Vice President		
(Other)		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Swissport North America Holdings, Inc

Swissport North America, Inc
Swissport USA, Inc
Swissport Cargo Services, LP
Swissport Fueling, Inc
DAPSCO, Inc
Swissport Cargo Services, Inc
Swissport SAUSA, LLC
Swissport Fuel Services, LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Holleh Kheradmand , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Holleh Kheradmand , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Swissport SA, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Holleh Kheradmand [HOLLEH.KHERADMAND@SWISSPORT.COM]

Treasurer

Title

04/29/2022 12:48:56 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Frank Mena
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 227 Fayetteville St., 9th Floor
City: Raleigh State/Province/Territory: NC Zip/Postal Code: 27601
Country: US
Telephone: (786)299-6475

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u>10/25/2019</u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Swissport North America Holdings, Inc

Swissport North America, Inc.
Swissport USA, Inc
Swissport Cargo Services, LP
Swissport Fueling, Inc.
DAPSCO, Inc.
Swissport Cargo Services, Inc.
Swissport Lounge, LLC
Swissport SAUSA, LLC
Swissport SA Fuel Services, LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Frank Mena , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Frank Mena , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Swissport SA LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Frank Mena [FRANK.MENA@SWISSPORT.COM]

Chief Executive Officer & Managing Director

Title

05/09/2022 10:26:57 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Brigid Mitchell
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 2150 Smithtown Ave. Suite 4
City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779
Country: US
Telephone: 6317370600

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

Type	Description	Start Date
Other	General Manager	09/01/2020

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Brigid Mitchell , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brigid Mitchell , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Swissport SA LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Brigid Mitchell [BRIGID.MITCHELL@SWISSPORT.COM]

General Manager

Title

03/17/2022 10:40:38 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Dawn Elliott Oakley
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 227 Fayetteville St., 9th Floor
City: Raleigh State/Province/Territory: NC Zip/Postal Code: 27601
Country: US
Telephone: 703-283-1030

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u> </u>	Secretary	<u>01/01/2014</u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Swissport North America Holdings, Inc. - Secretary

Swissport North America, Inc. - Secretary
Swissport USA, Inc. - Secretary
Swissport Fueling, Inc. - Secretary
DAPSCO, Inc. - Secretary
Swissport Cargo Services, Inc. - Secretary
Swissport SAUSA, LLC - Secretary
Swissport SA Fuel Services, LLC - Secretary

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Dawn Oakley , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dawn Oakley , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Swissport SA, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Dawn Oakley [DAWN.OAKLEY@SWISSPORT.COM]

Secretart

Title

05/02/2022 11:19:49 AM

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Swissport SA LLC

Address: 2150 Smithtown Ave. Suite 4

City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779

Country: US

2. Entity's Vendor Identification Number: 11-3319570

3. Type of Business: Other (specify) LLC

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name Juan
Last Name Barreiro
MI J Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country [REDACTED]
Position Vice President

First Name Robert
Last Name Erb
MI G Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country US
Position Chief Financial Officer

First Name Dawn
Last Name Oakley
MI E Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country US
Position Secretary

First Name Holleh
Last Name Kheradmand
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country US

Position	Treasurer		
First Name	Frank		
Last Name	Mena		
MI		Suffix	
Address			
City		State/Province/Territory:	
Country	US		
Position	Chief Executive Officer & Managing Director		

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Ownership of the company has been transferred from HNA Group to a group of established, global financial investors. The lead investors are investment funds managed by affiliates of Strategic Value Partners, LLC ("SVPGlobal"), Apollo Global Management, Inc., TowerBrook Capital Partners, Ares Management, Cross Ocean Partners and King Street Capital Management, LP ? all of them former senior-secured lenders of Swissport.

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Brigid Mitchell [BRIGID.MITCHELL@SWISSPORT.COM]

Dated: 07/12/2022 12:31:57 PM

Title: General Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Juan Barreiro, Vice President

Name and Title of Authorized Representative

Signature

m/d/yy

3/30/2022
Date

Swissport SA, LLC

Name of Organization

227 Fayetteville St., 9th Floor, Raleigh, NC 27601

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Workers'
Compensation
Board**

**CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by NYS Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

Swissport SA LLC
2150 Smithtown Avenue, Suite 4
Ronkonkoma, NY 11779

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

1b. Business Telephone Number of Insured

919-836-3305

1c. Federal Employer Identification Number of Insured or Social Security Number

[REDACTED]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

County of Nassau
200 County Seat Drive
Mineola, NY 11501

3a. Name of Insurance Carrier

Metropolitan Life Insurance Company

3b. Policy Number of Entity Listed in Box 1a

210840

3c. Policy Effective Period:

January 1, 2022 to December 31, 2022

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.
☐ B. Disability benefits only.
☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed: March 10, 2022

By:

India Wilkins

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 678-319-2552

Name and Title: India Wilkins, State Plan Consultant

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed: _____

By:

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number: _____

Name and Title: _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
03/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Swissport North America, Inc. and Subsidiaries 227 Fayetteville Street, 9th Floor Suite Raleigh, NC 27601	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER B:</td><td>AXIS Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Arch Insurance Company	11150	INSURER B:	AXIS Surplus Insurance Company	26620	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W24405107**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	11CAB4980010	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A Y	11WCI4979910	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability	Y Y	P-001-000406143-02	09/01/2021	09/01/2022	\$3,000,000 Excess of \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following entities are included as Named Insureds: Swissport North America Holdings, Inc.; Swissport North America, Inc.; Swissport Holdings, Inc.; Swissport USA, Inc.; Swissport Fueling, Inc.; Swissport Fueling of Nevada, Inc.; DAPSCO, Inc.; Swissport Cargo Holdings, Inc.; Swissport Cargo Services, Inc.; Swissport Cargo Services, L.P.; Swissport Lounge, LLC; Swissport SAUSA, LLC, Swissport SA, LLC, Swissport SA Fuel Services, LLC; Hallmark Aviation Services, L. P., BWID, LLC; Servisair Americas, LLC; Servisair Fuel Leasing Corporation; Servisair Leasing Corporation

CERTIFICATE HOLDER**CANCELLATION**County of Nassau DOH
20 County Seat Dr.
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Swissport North America, Inc. and Subsidiaries 227 Fayetteville Street, 9th Floor Suite Raleigh, NC 27601
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Auto Liability and Excess Auto Liability do not apply on the AOA.

County of Nassau DOH is included as an Additional Insured with respects to Automobile Liability.

Waiver of Subrogation applies to the Additional Insured with respects to Automobile Liability and Workers Compensation, as permitted by law.

CERTIFICATE OF INSURANCE
Issued on behalf of Insurers by
Willis Towers Watson Insurance Services West, Inc.
811 Louisiana Street; Suite 2200
Houston, TX 77002
Telephone (713)754-5400, Fax (713) 754-5462

This is to certify to:

County of Nassau DOH
20 County Seat Dr
Mineola, NY 1151

(Sometimes referred to herein as the Certificate Holder(s))

that the Insurers listed below, each for their own part and not one for the other, are providing the following insurance:

NAMED INSURED:

SWISSPORT INTERNATIONAL LTD and/or their associated and subsidiary and affiliated companies including Inter Alia, SWISSPORT NORTH AMERICA HOLDINGS, INC., SWISSPORT NORTH AMERICA, INC., SWISSPORT HOLDINGS, INC., SWISSPORT CFE, INC., SWISSPORT FUELING, INC., SWISSPORT FUELING OF NEVADA, INC., SWISSPORT CORPORATION, SWISSPORT USA, INC., DAPSCO, INC., HALLMARK AVIATION SERVICES, L.P., SWISSPORT CARGO HOLDINGS, INC., SWISSPORT CARGO SERVICES, INC., SWISSPORT CARGO SERVICES, L.P., SWISSPORT LOUNGE, LLC, SWISSPORT CANADA HANDLING, INC., AKA MANUTENTION SWISSPORT CANADA, INC., BWID, LLC, SWISSPORT SAUSA, LLC, fka SERVISAIR USA LLC; GLOBAL GROUND SERVICES INC.; SERVISAIR AMERICAS, LLC; SWISSPORT SA, LLC, fka SERVISAIR LLC; SERVISAIR INC.; SERVISAIR DEICING SERVICES INC.; SERVISAIR LEASING CORP.; SWISSPORT SA FUEL SERVICES, LLC, fka SERVISAIR FUEL SERVICES LLC; SERVISAIR FUEL LEASING CORP.; AND GLOBEGROUND FUEL SERVICES INC. for their respective rights and interests hereinafter the insured

**NAMED INSURED'S
ADDRESS:**

Swissport USA, Inc.
227 Fayetteville Street, 9th Floor Suite
Raleigh, NC 27601

INSURANCE COVERAGES:

Aviation Liability Insurance

POLICY PERIOD:

From 30 November 2021 to 30 November 2022 both days inclusive at Greenwich Mean Time

GEOGRAPHICAL LIMITS:

Worldwide

LIMITS OF LIABILITY:

Note: Aggregate Limits may be reduced due to paid claims

PAGE TWO

As respects Aviation Liability Insurance to cover the Insured's Legal Liability arising out of their Aviation Operations for a Sum Insured of not less than a Combined Single Limit (Bodily Injury/Property Damage) **USD\$2,000,000** any one occurrence and in the aggregate in respect of Products Legal Liability.

However, the following sublimits apply as part of and not in addition to the limit states above.

As respects Personal Injury to third parties other than passengers: As respects Personal Injury to third parties other than passengers: *not less than* US\$2,000,000 any one occurrence, any one offense, in the aggregate annually.

USE OF VEHICLES INSURED: **Solely as respects Aviation Liability Insurance:** Any automobile and/or ground mobile equipment operated by the Named Insured on restricted airport premises.

CONTRACT: Agreement

Coverage is subject to:-

Date Recognition Exclusion Clause AVN2000A

Date Recognition Limited Coverage Clause AVN2001A

Date Recognition Limited Coverage Clause AVN2002A

SECURITY (the "Insurers")
As respects Aviation Liability:

Insurer/Address

Allianz Global Corporate and Specialty (Primary US\$250,000,000)

Policy Number

A1PR000573321AM

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

SPECIAL PROVISION(S)

Subject always to the scope of the policies noted above and the policies' declarations, insuring agreements, terms, conditions, limitations, exclusions, deductibles warranties and endorsements remaining paramount: **Solely as respects:** (i) the Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):

Solely as respects Liability Coverage(s): Nassau County is included as an Additional Insured ("collectively, the "Additional Insureds", individually an "Additional Insured") and Loss Payee as their respective interests may appear.

PAGE THREE

As respects All Coverage(s): In the event of cancellation or material change of the policies by Insurers, which would adversely affect the interests of the Additional Insureds, Insurers agree that such cancellation or change shall not be effective as to the Additional Insureds until thirty (30) days (seven (7) days or such shorter period as may be customary in the case of War Risks and Allied Perils Insurance and Extended Coverage Endorsement (Aviation Liabilities) / ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice to the Certificate Holder(s).

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: Termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment.

This Certificate of Insurance is issued as a summary of the insurances under the policies noted above and confers no rights upon the Certificate Holder(s) as regards those insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

DATE OF ISSUE: March 31, 2022

AUTHORIZED REPRESENTATIVE:



Willis of Texas, Inc.
Global Aviation