

Hearing Date and Time: October 14, 2020 at 10:00 a.m. (prevailing Eastern Time)
Objection Deadline: October 7, 2020 at 4:00 p.m. (prevailing Eastern Time)

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**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

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In re:	:
	:
AVIANCA HOLDINGS S.A., <i>et al.</i> , ¹	:
	:
Debtors.	:
-----X	

Chapter 11
 Case No. 20-11133-mg
 (Jointly Administered)

**NOTICE OF HEARING ON SWISSPORT USA, INC.'S AND ITS INSURER ALLIANZ
 GLOBAL CORPORATE & SPECIALTY'S MOTION FOR RELIEF FROM THE
 AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)**

¹ The Debtors in these chapter 11 cases, and each Debtor's federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int'l Enterprises, Inc. (59- 2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia



PLEASE TAKE NOTICE, that upon the annexed memorandum of law, Declaration of Stephanie B. Gonzalez, Esq., and the exhibits annexed thereto, SWISSPORT USA, INC. (hereinafter Swissport”) and its insurer, ALLIANZ GLOBAL CORPORATE & SPECIALTY (hereinafter “Allianz”) (collectively “Movants”), by and through their attorneys, Fitzpatrick & Hunt, Pagano, Aubert, LLP, will move this Court before the Honorable Judge Martin Glenn, United States Bankruptcy Judge for the Southern District of New York, One Bowling Green, New York, New York, 10004 **at 10:00 a.m., prevailing Eastern Time, on October 14, 2020** or as soon thereafter as counsel may be heard, for entry of an Order modifying the automatic stay imposed when AVIANCA HOLDINGS S.A. (hereinafter “Debtor”) filed its petition for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code, Case No. 20-11133-mg (the “Bankruptcy Case”). The automatic stay should be modified pursuant to 11 U.S.C. § 362(d) of the Bankruptcy Code to allow Movants to pursue arbitration against Debtor and its aviation liability insurance carrier in order to recover attorneys’ fees and expenses owed as a result of Debtor’s failure to comply with its contractual obligation to defend Swissport against a personal injury lawsuit filed in California state court; and for such other and further relief as this Court may deem just and proper. Importantly, upon information and belief, Debtor’s aviation liability insurance carrier is responsible for payment of any fees and expenses awarded to Movants in the arbitration.

PLEASE TAKE FURTHER NOTICE that, in accordance with General Order M-543 dated March 20, 2020, the Hearing will be conducted telephonically pending further Order of the Honorable Judge Martin Glenn. Any parties wishing to participate must do so telephonically through CourtSolutions (www.court-solutions.com). Instructions to register for CourtSolutions LLC are attached to General Order M-543.

PLEASE TAKE FURTHER NOTICE that any objections or responses to the relief requested herein shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York, and the Case Management Order; (c) be filed electronically with this Court on the docket of *In re Avianca Holdings S.A.*, Case 20-11133 (MG) by registered users of this Court's electronic filing system and in accordance with the General Order M-399 (which is available on this Court's website at <http://www.nysb.uscourts.gov>) by **October 7, 2020, at 4:00 p.m., prevailing Eastern Time**; and (d) be promptly served on the following parties: (i) the Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004; (ii) counsel for Movants, Fitzpatrick & Hunt, Pagano, Aubert LLP, US Bank Tower, 633 West Fifth Street, 60th Floor, Los Angeles, CA 90071 (Attn: Stephanie B. Gonzalez, Esq. and Nora C. Devitt, Esq. (stephanie.gonzalez@fitzhunt.com and nora.devitt@fitzhunt.com)); (iii) the Debtors, c/o Richard Galindo (richard.galindo@avianca.com); (iv) counsel for Debtors, Milbank LLP, 55 Hudson Yards, New York, New York 10001 (Attn: Evan R. Fleck, Esq. and Gregory A. Bray, Esq. (efleck@milbank.com and gbray@milbank.com)); (v) counsel to the Official Committee of Unsecured Creditors (the "Committee"), Morrison & Foerster LLP (Attn: Brett H. Miller, Esq. and Todd M. Goren, Esq. (brettmiller@mofo.com and tgoren@mofo.com)); (vi) William K. Harrington, U.S. Department of Justice, Office of the U.S. Trustee, 201 Varick Street, Room 1006, New York, NY 10014 (Attn: Brian Masumoto, Esq. and Greg Zipes, Esq.); (vii) the Securities and Exchange Commission, 100 F Street, NE, Washington, D.C. 20549; and (viii) the Federal Aviation Administration, 800 Independence Ave., S.W. Washington, DC 20591 (Attn: Office of the Chief Counsel).

PLEASE TAKE FURTHER NOTICE that copies of the Motion and other pleadings for subsequent hearings may be obtained free of charge by visiting the KCC website at <http://www.kccllc.net/avianca>. You may also obtain copies of any pleadings by visiting at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that your rights may be affected. You should read the Motion carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult with one.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or at a later hearing.

PLEASE TAKE FURTHER NOTICE that you need not appear at the Hearing if you do not object to the relief requested in any of the Motions.

PLEASE TAKE FURTHER NOTICE that if you do not want the Court to grant the relief requested in the Motion, or if you want the Court to consider your view on the Motion, then you or your attorney must attend the Hearing. If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter orders granting the relief requested in the Motion with no further notice or opportunity to be heard.

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Dated: September 15, 2020
Los Angeles, California

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its insurer Allianz Global Corporate & Specialty*

**UNITED STATES BANKRUPTCY COURT
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In re:	: Chapter 11
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AVIANCA HOLDINGS S.A., <i>et al.</i> , ¹	: Case No. 20-11133-mg
	: :
Debtors.	: (Jointly Administered)
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**MEMORANDUM OF LAW IN SUPPORT OF SWISSPORT USA, INC.'S, AND ITS
INSURER ALLIANZ GLOBAL CORPORATE & SPECIALTY'S
MOTION FOR RELIEF FROM THE AUTOMATIC STAY
PURSUANT TO 11 U.S.C. § 362(D)**

¹ The Debtors in these chapter 11 cases, and each Debtor's federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); AeroInversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int'l Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia

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SWISSPORT USA, INC. (hereinafter Swissport”) and its insurer, ALLIANZ GLOBAL CORPORATE & SPECIALTY (hereinafter “Allianz”) (collectively “Movants”), by and through their attorneys, Fitzpatrick & Hunt, Pagano, Aubert, LLP, respectfully submit this motion requesting the Court, pursuant to 11 U.S.C. § 362(d)(1) of the Bankruptcy Code, for an order modifying the automatic stay imposed when AVIANCA HOLDINGS S.A. (hereinafter “Debtor”) filed its petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court, Southern District of New York, Case No. 20-11133-mg (the “Bankruptcy Case”). The automatic stay should be modified to allow Movants to pursue arbitration against Debtor and its aviation liability insurance carrier in order to recover legal fees owed as a result of Debtor’s failure to comply with its contractual obligation to defend Swissport against a personal injury lawsuit filed in California state court. Importantly, upon information and belief, Debtor’s aviation liability insurance carrier is responsible for payment of any fees and expenses awarded to Movants in the arbitration.

I. PRELIMINARY STATEMENT

Movants seek relief from the automatic stay to pursue arbitration against Debtor in order to recover legal fees owed to them after Debtor breached its contractual obligation to defend Swissport against a personal injury lawsuit. Debtor failed to defend Swissport, which is insured by Allianz, in an action filed by Debtor’s former employee in San Mateo, California, state court (“the Lawsuit”), as required by the 2004 International Air Transport Association (“IATA”) Standard Ground Handling Agreement (“SGHA”) (Declaration of Stephanie B. Gonzalez (“Gonzalez Decl.”) Ex. A), in effect by and between Debtor and Swissport at the time of the incident that was the subject of the Lawsuit.² Pursuant to Article 8.1 of the SGHA, Debtor agreed

² See also Gonzalez Decl. ¶ 3.

to indemnify and defend Swissport against any claim of “injury or death of any employee of the [Debtor].” However, Debtor refused to defend Swissport against several allegations and Allianz, as Swissport’s insurer, had no alternative but to fund the continued defense of Swissport by Fitzpatrick & Hunt, Pagano, Aubert, LLP. Because it satisfied the loss created by Debtor’s failure to pay for Swissport’s legal services, Allianz is entitled to step into the shoes of Swissport to pursue recovery from Debtor. After settling the Lawsuit, but before they had an opportunity to initiate formal Arbitration proceedings, Movants discovered that Debtor filed for Chapter 11 Bankruptcy.

Adherence to federal policy favoring dispute resolution through arbitration, as recognized repeatedly by the Second Circuit, and the interests of judicial economy support modifying the automatic stay to allow Movants to pursue arbitration. Debtor and Swissport contractually agreed to address disputes of this nature through binding arbitration, which allows for an efficient outcome and obviates any need for the Bankruptcy Court to become involved. Further, none of the fees awarded through arbitration will be taken from the Debtor’s estate. Instead, any fees awarded will be paid by Debtor’s aviation liability insurance carrier. Accordingly, for the reasons stated herein, the Court should grant Movants’ motion for relief from the automatic stay so that they can pursue and complete arbitration in a timely and efficient manner.

II. FACTUAL AND PROCEDURAL BACKGROUND

On June 6, 2018, Debtor’s former employee, Dalina Bolte, filed a personal injury action against Swissport in the Superior Court of California for the County of San Mateo. Gonzalez Decl. ¶ 2. In the Lawsuit, Ms. Bolte asserted a cause of action for negligence and sought both compensatory and punitive damages. *Id.* Swissport promptly and timely tendered its defense of the Lawsuit to, and requested indemnification from, Debtor pursuant to Article 8.1 of the SGHA on July 10, 2018. *Id.* ¶ 4. Though six months after Movant Swissport tendered its defense to Debtor, Debtor initially agreed to provide a defense to Movant Swissport, a dispute ensued

regarding the scope of the defense obligation and the adequacy of representation proffered by Debtor's aviation liability insurance carrier. *Id.* ¶ 5. To date, neither Debtor nor its aviation liability insurance carrier have reimbursed any of the attorneys' fees or expenses incurred by Movants in the defense of the underlying personal injury lawsuit, as required by the IATA SGHA. *Id.* ¶ 11.

The Lawsuit was settled on November 19, 2019 and Ms. Bolte dismissed all of her claims against Swissport on January 14, 2020. Gonzalez Decl. ¶ 6. Thereafter, counsel for Swissport and the Debtor engaged in a series of discussions regarding the payment of the disputed legal fees, which included the possibility of resolving the dispute through mediation or through binding arbitration. *Id.* ¶ 7. It was during these discussions, on July 13, 2020, that Movants discovered Debtor had filed for Chapter 11 Bankruptcy. *Id.* ¶ 8.

Movant Allianz incurred substantial fees and costs in the defense of Movant Swissport in the Lawsuit, both of which continue to accrue as Swissport and Allianz pursue fees owed to them by Debtor. *Id.* ¶ 9. The invoices for legal services provided by Fitzpatrick & Hunt, Pagano, Aubert, LLP in the defense of Ms. Bolte's claims have been repeatedly tendered to Debtor and its aviation liability insurance carrier for payment pursuant to the obligations of the IATA SGHA. *Id.* ¶ 10. To date, none have been paid by Debtor or its aviation liability insurance carrier. *Id.* ¶ 11.

III. ARGUMENT

A. The *Sonnax* Factors Support Granting Relief from the Automatic Stay

Section 362(d)(1) of the Bankruptcy Code provides that a court shall grant relief from the automatic stay for "cause," but does not otherwise define or provide an example of "cause." In determining the existence of "cause," courts within this Circuit are guided by the factors enumerated in *Sonnax Indus., Inc. v. Tri Component Prods. Corp. (In re Sonnax Indus., Inc.)*, 907 F.2d 1280, 1286 (2d Cir. 1990) (the "*Sonnax* Factors"):

(1) whether relief would result in a partial or complete resolution of the issues; (2) lack of any connection with or interference with the bankruptcy case; (3) whether the other proceeding involves the debtor as a fiduciary; (4) whether a specialized tribunal with the necessary expertise has been established to hear the cause of action; (5) whether the debtor's insurer has assumed full responsibility for defending it; (6) whether the action primarily involves third parties; (7) whether litigation in another forum would prejudice the interests of other creditors; (8) whether the judgment claim arising from the other action is subject to equitable subordination; (9) whether movant's success in the other proceeding would result in a judicial lien avoidable by the debtor; (10) the interests of judicial economy and the expeditious and economical resolution of litigation; (11) whether the parties are ready for trial in the other proceeding; and (12) impact of the stay on the parties and the balance of harms.

Id. Not all of the factors are relevant in every case, *Schneiderman v. Bogdanovich (In re Bogdanovich)*, 292 F.3d 104, 110 (2d Cir. 2002); *Mazzeo v. Lenhart (In re Mazzeo)*, 167 F.3d 139, 143 (2d Cir. 1999), and the Court need not assign equal weight to each factor. *In re Keene Corp.*, 171 B.R. 180, 183 (Bankr. S.D.N.Y. 1994). Application of the *Sonnax* factors to the current case demonstrates that relief from the automatic stay is appropriate here.

1. *Whether relief would result in a partial or complete resolution of the issues.*

Allowing Movants to pursue and complete arbitration will completely resolve the issue of Movants' entitlement to the disputed legal fees. The arbitration panel will conclude whether Movants are entitled to legal fees from Debtor and the precise amount that will be recoverable. This factor weighs in favor of granting relief from the stay. *See In re Quigley Co.*, 361 B.R. 723, 744 (Bankr. S.D.N.Y. 2007) (granting relief from the automatic stay to permit movants to proceed with arbitration because "stay relief will have a greater chance of encouraging a complete resolution of the issues").

2. *Lack of any connection with or interference with the bankruptcy case.*

There is no connection between Movants' pursuit of arbitration and the Bankruptcy Case, and allowing Movants' claim to proceed will not interfere with the Bankruptcy Case or Debtor's reorganization efforts. The issue of the disputed legal fees is entirely independent from the

bankruptcy proceeding. The Lawsuit giving rise to the dispute occurred, and concluded, prior to the commencement of the Bankruptcy Case; Debtor's aviation liability defense counsel from the Lawsuit does not represent Debtor in the Bankruptcy Case; and any fees awarded as a result of the arbitration are understood to be covered by Debtor's aviation liability insurance carrier. *See* Gonzalez Decl. ¶ 12. As such, this factor weighs in favor of granting relief from the stay. *See Quigley*, 361 B.R. at 745 (stating that "the lack of any connection with the confirmation process or the case is an argument for, rather than against, stay relief" to permit an arbitration involving the debtor to go forward); *See also In re Ionosphere Clubs, Inc.*, 105 B.R. 761, 764 (Bankr. S.D.N.Y. 1989) (finding that the submission of labor grievances to arbitration "will [not] interfere with the bankruptcy court's critical role in the reorganization process.").

3. *Whether the other proceeding involves the debtor as a fiduciary.*

Movants' pursuit of arbitration over the disputed legal fees does not involve Debtor's fiduciary responsibilities in any way. As such, this factor weighs in favor of granting relief from the stay.

4. *Whether a specialized tribunal with the necessary expertise has been established to hear the cause of action.*

Although formal arbitration proceedings have not yet begun, Movants intend to initiate arbitration under the IATA Arbitration Rules, as agreed by Swissport and Debtor in paragraph 12.4 of Annex B of the SGHA. *See* Ex. B. Accordingly, the arbitrator(s) chosen to settle this matter will be experienced with disputes involving IATA members, such as Debtor, and concerning the SGHA. *See Quigley*, 361 B.R. at 744 (lifting the automatic stay to allow an arbitration to proceed, in part, due to the specialized expertise of the arbitrators.); *Ionosphere Clubs*, 105 B.R. at 764 (lifting the automatic stay to allow labor grievances to be arbitrated before highly-specialized arbitrators). Such arbitrators, with the requisite experience, will be necessary

to reach a timely and efficient conclusion to the dispute between Movants and Debtor. As such, this factor weighs in favor of granting relief from the stay.

5. *Whether the debtor's insurer has assumed full responsibility for defending it.*

Upon information and belief, Debtor's aviation liability insurance carrier assumed responsibility for satisfying Debtor's legal obligations in connection with the Lawsuit which gave rise to the currently disputed legal fees. *See Gonzalez Decl. at ¶ 12.* Any fees awarded to Movants through arbitration are understood to be covered by Debtor's aviation liability insurance carrier, and not taken from Debtor's estate. As such, this factor weighs in favor of granting relief from the stay.

6. *Whether the action primarily involves third parties.*

The underlying action involves the recovery of attorneys' fees and expenses incurred by Movants in the defense of a third-party, personal injury lawsuit, which fees and expenses are owed to Movants pursuant to contractual defense obligations undertaken by Debtor under an industry standard agreement for airline ground support services, the IATA SGHA. Upon information and belief, Debtor's aviation liability insurance carrier is responsible for payment of any sums recoverable by Movant in the underlying dispute. *See Gonzalez Decl. at ¶ 12.*

7. *Whether litigation in another forum would prejudice the interests of other creditors.*

Permitting Movants to pursue arbitration will not prejudice the interests of other creditors because any fees awarded to Movants are understood to be covered by Debtor's aviation liability insurance carrier, which is believed to have assumed responsibility for legal debts associated with the Lawsuit against Swissport. *See Gonzalez Decl. at ¶ 12.* Therefore, none of Debtor's funds should be diverted from its estate in connection with the arbitration. *Cf. In re SunEdison, Inc.*, 557 B.R. 303, 307–08 (Bankr. S.D.N.Y. 2016) (denying motion to lift stay in part because granting

motion would “divert the Debtors' resources and personnel at a critical time in the case”). As such, this factor weighs in favor of granting relief from the stay.

8. *Whether the judgment claim arising from the other action is subject to equitable subordination.*

Any fees awarded in favor of Movants in connection with an arbitration concerning disputed legal fees would not be subject to equitable subordination. As such, this factor weighs in favor of granting relief from the stay.

9. *Whether movant's success in the other proceeding would result in a judicial lien avoidable by the debtor.*

Due to the fact that any award obtained by Movants in the arbitration would be covered by Debtor’s aviation liability insurance carrier, Debtor should not be subject to a judicial lien. *See* Gonzalez Decl. at ¶ 12. As such, this factor weighs in favor of granting relief from the stay.

10. *The interests of judicial economy and the expeditious and economical resolution of litigation.*

Allowing Movants to pursue arbitration of the disputed legal fees would promote both judicial economy and the expeditious and economical resolution of litigation. Arbitration under the IATA Rules provides for a single proceeding in which all four interested parties (Movants, Debtor, and Debtor’s aviation liability insurance carrier) can participate – leading to a fair and final resolution of the dispute. Further, because Swissport and Debtor agreed that this dispute will be “finally settled” by arbitration under the IATA Rules, there will be no further action required of the Debtor upon conclusion of the arbitration. *See* Ex. B ¶ 12.4. As such, this factor weighs in favor of granting relief from the stay. *See Quigley*, 361 B.R. at 744 (finding that relief from the automatic stay to permit arbitration to proceed “will promote the interests of judicial economy and the expeditious and economical resolution of litigation”) (internal quotations omitted).

11. *Whether the parties are ready for trial in the other proceeding.*

As discussed above, Movants have not yet initiated arbitration proceedings, as they were in the process of negotiating a resolution to the fee dispute when they discovered that Debtor had applied for Chapter 11 Bankruptcy. Upon receiving relief from the automatic stay, Movants intend to immediately commence arbitration proceedings through IATA.

12. *Impact of the stay on the parties and the balance of harms.*

The balance of harms favors modifying the automatic stay. Allowing Movants to pursue arbitration will result in an efficient resolution of the current dispute without interfering in any way with the Debtor's bankruptcy case. Movants have incurred substantial legal fees in defense of the Lawsuit, the fees have not been paid by the Debtor or its aviation liability insurance carrier, and pursuant to the SGHA, Movants can only recover the fees through arbitration. Debtor will suffer no harm if Movants are allowed to arbitrate this dispute because none of the fees associated with the arbitration, or any potential award in favor of Movants, should come from its estate. *See Quigley*, 361 B.R. at 745 (finding the balance of harms favored lifting the automatic stay where, "while the prejudice to the [movants] is minimal if the stay is continued, [debtor] has not articulated how it will suffer significant prejudice if the stay is modified to permit a single arbitration.").

The fee dispute between Movants and Debtor presents a straightforward legal issue that has no connection with Debtor's bankruptcy case; arbitration under the IATA Rules is an efficient and economical way to resolve the dispute; and it can be conducted without disturbing the administration of the bankruptcy case. As such, this factor weighs in favor of granting relief from the stay.

In sum, the *Sonnax* factors overwhelmingly weigh in favor of granting relief from the automatic stay so that Movants can promptly pursue and complete arbitration.

B. The Strong Federal Policy Favoring Arbitration Supports Granting Relief from the Automatic Stay

In addition to the *Sonnax* factors, strong federal policy favoring arbitration supports modifying the stay and allowing Movants to pursue arbitration. *Shearson/American Exp., Inc. v. McMahon*, 482 U.S. 220, 226 (1987); *see MBNA Am. Bank, N.A. v. Hill*, 436 F.3d 104, 107-08 (2d Cir. 2006). Absent a clear conflict with the purpose of another federal statute, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, requires that courts “rigorously enforce agreements to arbitrate.” *Shearson*, 482 U.S. at 226 (quoting *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 221 (1985)). In “non-core” bankruptcy matters, such as this, “the presumption in favor of arbitration usually trumps the lesser interest of bankruptcy courts” *MBNA Am. Bank, N.A.*, 436 F.3d at 108.

Here, the dispute between Movants and Debtor is subject to such an arbitration agreement. Under the terms of the SGHA, Swissport and Debtor agreed that “any dispute or claim concerning the scope, meaning, construction or effect of this Agreement or arising therefrom shall be referred to and finally settled by arbitration in accordance with the IATA regulations.” Ex. B ¶ 12.4. Permitting Movants to pursue and complete arbitration of this matter will provide the parties with an efficient and final resolution of their dispute and will not in any way adversely affect the underlying purposes of the Bankruptcy Code. The sole subject matter of the arbitration will be the award of the disputed legal fees, and it will not concern the Bankruptcy Code’s statutory language, its purposes, its application, or its objectives. As such, modifying the stay to allow the arbitration to proceed will not jeopardize the objectives of the Bankruptcy Code and Movants should be granted the requested relief. *See In re U.S. Lines Inc.*, 197 F.3d 631, 640 (2d Cir. 1999) (“[A]n arbitration clause should be enforced unless doing so would seriously jeopardize the objectives of the Code.”) (internal citation omitted).

IV. CONCLUSION

Based on the foregoing, this Court should modify the automatic stay to permit Movants to pursue arbitration against Debtor in order to recover disputed legal fees.

Dated: September 15, 2020
Los Angeles, California

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Allianz Global Corporate & Specialty

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: : Chapter 11
:
AVIANCA HOLDINGS S.A., *et al.*,¹ : Case No. 20-11133-mg
:
Debtors. : (Jointly Administered)
-----X

**DECLARATION OF STEPHANIE B. GONZALEZ
IN SUPPORT OF SWISSPORT USA, INC.’S, AND ITS INSURER
ALLIANZ GLOBAL CORPORATE & SPECIALTY’S MOTION FOR RELIEF
FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)**

I, Stephanie B. Gonzalez, under penalty of perjury, declare as follows:

1. I am an attorney duly licensed to practice law before all of the state and federal courts in the State of California. I am a partner with the law firm of Fitzpatrick & Hunt, Pagano, Aubert, LLP (“Fitzpatrick & Hunt”), attorneys of record for Movants Swissport USA, Inc. (“Swissport”) and Allianz Global Corporate & Specialty (“Allianz”). I have personal knowledge of the facts set forth below and if called as a witness, I could and would competently testify thereto.

¹ The Debtors in these chapter 11 cases, and each Debtor’s federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int’l Enterprises, Inc. (59- 2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia

2. On June 6, 2018, Dalina Bolte, a former employee of Avianca Holdings S.A. (“Debtor”), filed a personal injury action against Swissport in the Superior Court of California for the County of San Mateo. Ms. Bolte later filed a First Amended Complaint against Swissport on August 10, 2018, which became the operative Complaint in the Lawsuit. In the First Amended Complaint, Ms. Bolte asserted a single cause of action for negligence against Swissport and sought to recover compensatory and punitive damages.

3. At the time of the incident which allegedly caused Ms. Bolte’s injury, Swissport and Debtor were operating under the International Air Transport Association’s (“IATA”) Standard Ground Handling Agreement (“SGHA”). A true and correct copy of the 2004 SGHA is annexed hereto as Exhibit A.²

4. Pursuant to the indemnification provision of the SGHA’s Article 8.1, Swissport tendered its defense of Ms. Bolte’s Lawsuit to Debtor on July 10, 2018.

5. Nearly six months post-tender, in January 2019, Debtor agreed to defend and indemnify Swissport in the Lawsuit, subject to limited conditions, and appointed its own aviation liability defense counsel. However, a dispute thereafter ensued regarding the scope of the defense obligation and the adequacy of representation proffered by Debtor’s aviation liability insurance carrier.

6. Ms. Bolte’s Lawsuit against Swissport was settled on November 19, 2019 and she dismissed all of her claims against Swissport on January 14, 2020.

7. Soon after the dismissal of Ms. Bolte’s claims, counsel from Fitzpatrick & Hunt engaged in a series of discussions with Debtor’s aviation liability defense counsel in an attempt to

² The SGHA was originally entered into, on October 1, 2004, by TACA International Airlines, S.A. and Globeground North America LLC, DBA Servisair/Globeground. Swissport and Debtor are successors in interest to the SGHA, and at the time of the incident leading to the Lawsuit, it remained in force between the two parties. *See* Annex B of the SGHA, which is annexed hereto as Exhibit B.

resolve the issue of the disputed legal fees. During these discussions, the possibility of resolving the dispute through mediation or through binding arbitration was considered.

8. It was during these discussions, on July 13, 2020, that Fitzpatrick & Hunt learned from Debtor's aviation liability counsel that Debtor had filed for Chapter 11 Bankruptcy. Debtor's aviation liability counsel is not representing Debtor in the Bankruptcy Case. Instead, it is understood that Debtor's bankruptcy counsel is Evan R. Fleck of Milbank LLP, located at 55 Hudson Yards, New York, NY 10001.

9. Allianz incurred substantial fees and costs in the defense of Swissport in the Lawsuit, and these fees and costs continue to accrue as Swissport and Allianz pursue fees owed by Debtor.

10. The invoices for legal services provided by Fitzpatrick & Hunt in the defense of Ms. Bolte's claims have been repeatedly tendered to Debtor and its aviation liability insurance carrier, through Debtor's aviation liability defense counsel, for payment pursuant to the obligations of the IATA SGHA.

11. To date, none of the invoices have been paid by Debtor or its aviation liability insurance carrier.

12. Through conversations with counsel from Debtor's aviation liability defense counsel, Fitzpatrick & Hunt learned that Debtor is insured by XL Catlin, which is understood to have assumed responsibility for legal fees incurred as a result of Ms. Bolte's Lawsuit against Swissport.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 15th day of September 2020.

/s/ Stephanie B. Gonzalez
Stephanie B. Gonzalez
FITZPATRICK & HUNT,
PAGANO, AUBERT LLP

Attorneys for Movants
Swissport USA, Inc. and its insurer
Allianz Global Corporate & Specialty

EXHIBIT A

In Re Avianca Holdings S.A., et al.
USBC, Southern District of New York, Case No. 20-11133-mg



INTERNATIONAL AIR TRANSPORT ASSOCIATION

AHM 810

STANDARD GROUND HANDLING AGREEMENT

EFFECTIVE 1 JANUARY 2004



STANDARD GROUND HANDLING AGREEMENT (SGHA)

Between:

and:

The agreement consists of:

MAIN AGREEMENT, and, as required,

ANNEX A (description of services)

ANNEX(ES) B (location(s), agreed services and charges)

CONTENTS OF MAIN AGREEMENT

DEFINITIONS AND TERMINOLOGY

- ARTICLE 1** PROVISION OF SERVICES
- ARTICLE 2** FAIR PRACTICES
- ARTICLE 3** SUBCONTRACTING OF SERVICES
- ARTICLE 4** CARRIER'S REPRESENTATION
- ARTICLE 5** STANDARD OF WORK
- ARTICLE 6** REMUNERATION
- ARTICLE 7** ACCOUNTING AND SETTLEMENT
- ARTICLE 8** LIABILITY AND INDEMNITY
- ARTICLE 9** ARBITRATION
- ARTICLE 10** STAMP DUTIES, REGISTRATION FEES
- ARTICLE 11** DURATION, MODIFICATION AND TERMINATION



DEFINITIONS AND TERMINOLOGY

For the sake of clarity, the following definitions and terminology apply to the SGHA:

AIRPORT TERMINAL means all buildings used for arrival and departure handling of aircraft.

ARRANGE (or MAKE ARRANGEMENTS FOR) implies that the Handling Company may request an outside agency to perform the service in question. The charge of the outside agency shall be paid by the Carrier. The Handling Company assumes no liability toward the Carrier for such arrangements.

AS MUTUALLY AGREED or BY MUTUAL AGREEMENT or BY THE CARRIER'S REQUEST, it is recommended that, whenever this terminology is used, such items be supported by specific documentation or reference.

CARGO includes the Carrier's service cargo and company mail.

THE CARRIER'S AIRCRAFT means any aircraft owned, leased, chartered, hired or operated or otherwise utilised by or on behalf of the Carrier and in respect of which the Carrier has either expressly or implicitly contracted, instructed or otherwise requested the Handling Company to perform or carry out any ground handling service(s).

DEPARTURE CONTROL SYSTEM (DCS) means an automated method of performing check-in, capacity and load control and dispatch of flights.

DIRECT LOSS means a loss arising naturally or directly from an occurrence and which excludes remote, indirect, consequential, or special losses or damages, such as loss of revenue or loss of profit.

ELECTRONIC DATA INTERCHANGE (EDI) means the computer-to-computer (application-to-application program processing) transmission of business data in a standard format.

LOADS means baggage, cargo, mail and any aircraft supplies including ballast.

OWNING CARRIER means a carrier who is the owner or lessee of a Unit Load Device.

PASSENGERS includes the Carrier's service and free passengers.

PROVIDE implies that the Handling Company itself assumes responsibility for the provision of the service in question.

RECEIVING CARRIER means a carrier who receives a Unit Load Device from a transferring carrier at a transfer point.

SPECIAL SHIPMENTS means, for example, perishables, live animals, valuables, vulnerable cargo, news material, dangerous goods etc.

SPECIALISED CARGO PRODUCTS means, for example, express cargo, courier shipments, same day delivery.

TECHNICAL LANDING is a landing for other than commercial reasons where no physical change of load occurs.

TICKET means either the document entitled "Passenger Ticket and Baggage Check" or any electronic ticket data held in the Carrier's data base.

TRANSFERRING CARRIER means a carrier who transfers a Unit Load Device to a receiving carrier at a transfer point.



TRANSIT FLIGHT is an aircraft making an intermediate landing for commercial reasons where a change of load occurs.

TRUCK HANDLING means loading and/or unloading a truck operating as a Truck Service.

TRUCK SERVICE means a service operated by truck on behalf of an airline carrying loads documented in accordance with the applicable IATA and/or ICAO rules, regulations and procedures. In the Main Agreement and in Annex A, the word "aircraft" will read "truck" and "flight" will read "truck service" when it concerns the handling of a truck as meant under the above definitions. In Section 5, Item 5.5.5 of Annex A, the word "vehicle" means a conveyance of any kind to be used within the ramp area for transport of cargo between warehouse and truck or between two trucks or between two warehouses.

TURNROUND FLIGHT is an aircraft terminating a flight and subsequently originating another flight following a complete change of load.

UNIT LOAD DEVICES (ULDs) means devices which interface directly with an aircraft restraint system and are registered by the IATA ULD Technical Board.



MAIN AGREEMENT

An Agreement made between:

having its principal office at:

hereinafter referred to as 'the Carrier' or 'the Handling Company' as the case may be,

and:

having its principal office at:

hereinafter referred to as 'the Handling Company' or 'the Carrier', as the case may be,

[the Carrier and/or the Handling Company may hereinafter be referred to as "the Party(ies)"]

WHEREBY THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

PROVISION OF SERVICES

1.1 General

The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

It is not considered necessary or possible to specify every detail of the services it being generally understood what such services comprise and the standards to be attained in their performance.

1.2 Documents for Ground Handling

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

1.3 Scheduled Flights

The Handling Company agrees to provide for the Carrier's Aircraft for flights operating on an agreed schedule at the location(s) mentioned in the Annex(es) B, those services of Annex A as are listed in the Annex B for the respective locations. The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft.

1.4 Extra Flights

The Handling Company will also provide the services to the Carrier's Aircraft for flights in addition to the agreed schedule at the same locations, provided that reasonable prior notice is given and the provision of such additional services will not prejudice commitments already undertaken.

1.5 Priority

In case of multiple handling, priority shall, as far as possible, be given to aircraft operating on schedule.



1.6 Emergency Assistance

In case of emergency, including but not limited to, forced landings, accidents or acts of violence, the Handling Company shall without delay and without waiting for instructions from the Carrier take all reasonable and possible measures to assist passengers and crew and to safeguard and protect from loss or damage baggage, cargo and mail carried in the aircraft.

The Carrier shall reimburse the Handling Company at cost for any extra expenses incurred in rendering such assistance.

1.7 Additional Services

As far as possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions to be agreed between the Parties.

1.8 Other Locations

In case of occasional flights of the Carrier's Aircraft at locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every effort, subject to the means locally available, to furnish necessary services.

ARTICLE 2

FAIR PRACTICES

- 2.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.
- 2.2 Neither Party to this Agreement shall disclose any information contained in Annex(es) B to outside parties without the prior consent of the other Party, unless such information is specifically required by applicable law or by governmental or authorities' regulations, in which case the other Party will be notified accordingly.

ARTICLE 3

SUBCONTRACTING OF SERVICES

- 3.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors with the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself. Any subcontracting of services and the provider(s) thereof, will be recorded in the Annex(es) B.
- 3.2 The Carrier shall not appoint any other person, company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, except in such special cases as shall be mutually agreed between the Parties.



ARTICLE 4

CARRIER'S REPRESENTATION

- 4.1 The Carrier may maintain at its own cost, its own representative(s) at the location(s) designated in the Annex(es) B. Such representative(s) and representative(s) of the Carrier's Head Office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not interfere with the furnishing of services by the Handling Company.
- 4.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company at the location(s) designated in Annex(es) B. Such notice shall contain a description of the services to be supervised.
- The Supervisor shall have the same authority as defined above in Sub-Article 4.1 for the Carrier's own representative.
- 4.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

ARTICLE 5

STANDARD OF WORK

- 5.1 The Handling Company shall carry out all technical and flight operations services as well as other services also having a safety aspect, for example, load control, loading of aircraft and handling of dangerous goods, in accordance with the Carrier's instructions, receipt of which must be confirmed in writing to the Carrier by the Handling Company.
- In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.
- 5.2 The Handling Company will carry out all other services in accordance with the Carrier's procedures and instructions, or as mutually agreed. In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures.
- 5.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive treatment not less favourable than that given by the Handling Company to other Carriers or its own comparable operation at the same location.
- 5.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 5.5 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.



- 5.6 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures and the aforementioned request(s) of the Carrier in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.
- 5.7 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 5.8 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 5.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.
- 5.9 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annex(es) B. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.

ARTICLE 6

REMUNERATION

- 6.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the respective Annex(es) B. The Carrier further agrees to pay the proper charges of the Handling Company and to discharge all additional expenditure incurred for providing the services referred to in Sub-Articles 1.4, 1.6, 1.7 and 1.8.
- 6.2 The charges set out in Annex(es) B do not include:
- any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.
 - expenses incurred in connection with stopover and transfer passengers and with the handling of passengers for interrupted, delayed or cancelled flights.

Such charges, fees, taxes or other expenses as outlined above shall be borne ultimately by the Carrier;

ARTICLE 7

ACCOUNTING AND SETTLEMENT

- 7.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services of Annex A as listed in Annex(es) B at the rates of charges set out in Annex(es) B.
- 7.2 Settlement shall be effected through the IATA Clearing House unless otherwise agreed in Annex(es) B.



ARTICLE 8

LIABILITY AND INDEMNITY

In this Article, all references to:

- (a) "the Carrier" or "the Handling Company" shall include their employees, servants, agents and subcontractors;
- (b) "ground support equipment" shall mean all equipment used in the performance of ground handling services included in Annex A, whether fixed or mobile, and
- (c) "act or omission" shall include negligence.

8.1 Except as stated in Sub-Article 8.5, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

- (a) delay, injury or death of persons carried or to be carried by the Carrier;
- (b) injury or death of any employee of the Carrier;
- (c) damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and
- (d) damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage; arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

PROVIDED THAT all claims or suits arising hereunder shall be dealt with by the Carrier; and

PROVIDED ALSO THAT the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

PROVIDED ALSO THAT where any of the services performed by the Handling Company hereunder relate to the carriage by the Carrier of passengers, baggage or cargo direct to or from a place in the United States of America then if the limitations of liability imposed by Article 22 of the Warsaw Convention would have applied if any such act or omission had been committed by the Carrier but are held by a Court not to be applicable to such act or omission committed by the Handling Company in performing this Agreement then upon such decision of the Court the indemnity of the Carrier to the Handling Company hereunder shall be limited to an amount not exceeding the amount for which the Carrier would have been liable if it had committed such act or omission.

8.2 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

8.3 (a) notwithstanding the provisions of Sub-Article 8.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is



part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

- (b) in the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

8.4 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

- (a) injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and
- (b) damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

8.5 Notwithstanding Sub-Article 8.1(d), the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission PROVIDED ALWAYS THAT the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000 except that loss or damage in respect of any incident below USD 3,000 shall not be indemnified.

For the avoidance of doubt, save as expressly stated, this Sub-Article 8.5 does not affect or prejudice the generality of the provisions of Sub-Article 8.1 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage howsoever arising.



ARTICLE 9

ARBITRATION

In the event of any dispute or claim concerning the scope, meaning, construction or effect of this Agreement, the parties shall make all reasonable efforts to resolve disputes amongst themselves. Failing mutual resolution of the dispute, the parties may elect to resolve the dispute through arbitration (either by a single arbitrator or a panel of arbitrators). In the event that the parties fail to agree to an arbitration process, the dispute shall be settled in accordance with the laws of the state or jurisdiction set out in Annex(es)b, by the courts set out in Annex(es) b without regard to principles of conflict of laws.

ARTICLE 10

STAMP DUTIES, REGISTRATION FEES

- 10.1 All stamp duties and registration fees in connection with this Agreement, which may be prescribed under the national law of either Party to this Agreement, are payable by that Party.
- 10.2 All stamp duties and registration fees in connection with this Agreement, which may be prescribed under the national law of the location(s), as mentioned in the Annex(es) B and not being a location situated in the country of either Party to this Agreement will be shared equally between the Parties.

ARTICLE 11

DURATION, MODIFICATION AND TERMINATION

- 11.1 This Agreement shall be effective from the date specified in the respective Annex(es) B. It shall supersede any previous arrangements between the Parties governing the provision of services at locations for which there are valid Annex(es) B to this Agreement.
- 11.2 Modification of, or additions to this Agreement shall be recorded in Annex(es) B.
- 11.3 Any notice referred to under this Article 11 given by one Party under this Agreement shall be deemed properly given if sent by registered letter, or by other means where proof of receipt or acknowledgement is obtained, to the respective office of the other Party as recorded in the Annex(es) B. In the case of a registered letter notice shall be considered to be served on the date of receipt.
- 11.4 This Main Agreement shall continue in force until terminated by either Party giving sixty days prior notice to the other Party.
- 11.5 Termination by either Party of all or any part of the services to be furnished at a specific location requires sixty days prior notice to the other Party. In the event of part termination of services, consideration shall be given to an adjustment of charges.
- 11.6 Any Annex(es) B to this Agreement exceeding a defined period of validity, shall continue in effect until terminated by either party providing sixty days prior notice to the other Party.



- 11.7 In the event of the Carrier's or the Handling Company's permit(s) or other authorisation(s) to conduct its air transportation services, or to furnish the services provided for in the Annex(es) B, wholly or in part, being revoked, cancelled, or suspended, that Party shall notify the other Party without delay and either Party may terminate the Agreement or the relevant Annex(es) B at the effective date of such revocation, cancellation or suspension by giving to the other Party notice thereof within twenty-four hours after such event.
- 11.8 Either Party may terminate this Agreement and its Annexes at any time if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or if a petition in bankruptcy or for its reorganisation or the readjustment of its indebtedness be filed by or against it, provided the petition is found justified by the appropriate authority, or if a receiver, trustee or liquidator of all or substantially all of its property be appointed or applied for.
- 11.9 Both Parties shall be exempt from obligation if prompt notification is given by either Party in respect of any failure to perform its obligations under this Agreement arising from any of the following causes;
- labour disputes involving complete or partial stoppage of work or delay in the performance of work;
 - force majeure or any other cause beyond the control of either Party.
- 11.10 In the event of the Agreement or part thereof being terminated by notice or otherwise, such termination shall be without prejudice to the accrued rights and liabilities of either Party prior to termination.
- 11.11 The Handling Company shall have the right at any time to vary the charges set out in the Annex(es) B provided, however, that the Handling Company has given notice in writing to the Carrier not less than sixty days prior to the revised charges becoming effective. The notice shall specify the revised charges which the Handling Company proposes to introduce, together with the date on which they are to be brought into effect.
- 11.12 Notwithstanding Article 11.11, when changes occur in the schedule, and/or frequencies and/or types of aircraft, other than those set out in Annex(es) B, which affect the handling costs, either Party shall have the right to request an adjustment to the handling charges as from the date of the change provided that the Party concerned does inform the other Party within thirty days of the change.

Signed the.....
at.....
for and on behalf of.....
by.....

Signed the.....
at.....
for and on behalf of.....
by.....



STANDARD GROUND HANDLING AGREEMENT

ANNEX A — GROUND HANDLING SERVICES

To the Standard Ground Handling Agreement

effective from:

between:

hereinafter referred to as 'the Carrier' or 'the Handling Company', as the case may be,

and:

hereinafter referred to as 'the Handling Company' or 'the Carrier', as the case may be.

This Annex A

is valid from:

and replaces:

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SECTION 1 REPRESENTATION, ADMINISTRATION AND SUPERVISION

1.1 General

- 1.1.1 (a) Provide
or
(b) Arrange for
guarantee or bond to facilitate the Carrier's activities.
- 1.1.2 Liaise with local authorities.
- 1.1.3 Indicate that the Handling Company is acting as handling agent for the Carrier.
- 1.1.4 Inform all interested Parties concerning movements of the Carrier's aircraft.

1.2 Administrative Functions

- 1.2.1 Establish and maintain local procedures.
- 1.2.2 Take action on communications addressed to the Carrier.
- 1.2.3 Prepare, forward and file reports/statistics/documents and perform other administrative duties.
- 1.2.4 Maintain the Carrier's manuals, circulars, etc., connected with the performance of the services.
- 1.2.5 (a) Check
(b) Sign
(c) Forward
on behalf of the Carrier invoices, supply orders, handling charge notes, work orders
- 1.2.6 Effect payment, on behalf of the Carrier, including but not limited to:
 - (a) airport, customs, police and other charges relating to the services performed.
 - (b) cost for provisions of bond guarantee.
 - (c) out-of-pocket expenses, accommodation, transport, etc..

1.3 Supervision and/or Co-ordination of Services Contracted by the Carrier with Third Party

- 1.3.1 (a) Supervise
(b) Co-ordinate
services contracted by the Carrier with third party(ies)
- 1.3.2 Ensure that the third party(ies) is(are) are informed about operational data and Carrier's requirements in a timely manner.
- 1.3.3 Liaise with the Carrier's designated representative
- 1.3.4 Verify availability and preparedness of staff, equipment, Loads, documentation and services of the third party(ies) to perform the services.
- 1.3.5 Meet aircraft upon arrival and liaise with crew.
- 1.3.6 Decide on non-routine matters
- 1.3.7 Verify despatch of operational messages.
- 1.3.8 Note irregularities and inform the Carrier.

SECTION 2 PASSENGER SERVICES

2.1 General

- 2.1.1 Inform passengers and / or public about time of arrival and / or departure of Carrier's aircraft and surface transport.
- 2.1.2 Make arrangements for stopover, transfer and transit passengers and their baggage and inform them about services available at the airport.
- 2.1.3 When requested by the Carrier,
 - (a) provide
or
(b) arrange for
special equipment, facilities and specially trained personnel, for assistance to
 - (1) unaccompanied minors.
 - (2) disabled passengers.



- (3) VIPs.
- (4) transit without visa passengers (TWOVs).
- (5) deportees.
- (6) special medical transport
- (7) others, as specified in Annex B.
- 2.1.4 Assist passengers when flights are interrupted, delayed or cancelled.
- 2.1.5 If applicable, arrange storage of baggage in the Customs' bonded store (any fees to be paid by the passenger).
- 2.1.6 (a) Notify the Carrier of complaints and claims made by the Carrier's passengers.
(b) Process such claims
- 2.1.7 Handle lost, found and damaged property matters.
 - (a) accept baggage irregularity reports
 - (b) enter data into baggage tracing system
 - (c) maintain baggage tracing system files for period specified in Annex B
 - (d) make payments for incidental expenses
 - (e) arrange for delivery of delayed baggage to passengers
 - (f) handle communications with passengers
- 2.1.8 Report to the Carrier any irregularities discovered in passenger and baggage handling.
- 2.1.9 (a) Provide
or
(b) Arrange for
 - (1) check-in position(s),
 - (2) service counter(s) / desk(s) for other purposes,
 - (3) lounge facilities,
 - (4) porter services,
 - (5) other services as specified in Annex B
- 2.1.10 Perform on behalf of the Carrier the following sales functions
 - (a) reservations
 - (b) issuance of transportation documents
 - (c) e-ticketingas specified in Annex B
- 2.2 Departure**
- 2.2.1 Perform pre-flight editing
- 2.2.2 Manage Automated Check-in device(s) and
 - (1) provide
or
(2) arrange for
 - (a) stock control
 - (b) stock replenishment
 - (c) hosting
 - (d) routine maintenance
 - (e) servicing and repair
 - (f) other, as specified in Annex B
- 2.2.3 Check and ensure
 - (a) that tickets are valid for the flight(s) for which they are presented. The check shall not include the fare.
 - (b) that tickets presented are not blacklisted in the industry ticket service data base. Blacklisted documents shall not be honoured and immediately reported to the Carrier.
- 2.2.4 (a) Check travel documents (passports, visas, vaccination and other certificates) for the flight(s) concerned, but without the Handling Company having any liability.
(b) Enter required passenger and/or travel document information into Carrier's and/or government system.
- 2.2.5 (a) Weigh and/or measure checked and/or cabin baggage,
(b) Record baggage figures
for
 - (1) initial flight.
 - (2) subsequent flight(s).



-
- 2.2.6 Excess baggage
 - (a) determine excess baggage
 - (b) issue excess baggage ticket
 - (c) collect excess baggage charges
 - (d) detach applicable excess baggage coupons
 - 2.2.7 Tag checked and/or cabin baggage for
 - (a) initial flight.
 - (b) subsequent flight(s).
 - 2.2.8 Effect conveyance of checked baggage to the baggage sorting area
 - 2.2.9 Effect conveyance of oversized checked baggage to the baggage sorting area
 - 2.2.10 Collect airport and /or any other service charges from departing passengers.
 - 2.2.11 (a) Carry out the Carrier's seat allocation or selection system
 - (b) Issue boarding pass(es)
 - (c) Detach applicable flight coupons for
 - (1) initial flight.
 - (2) subsequent flight(s).
 - 2.2.12 Handle
 - (a) denied Boarding process
 - (b) denied Boarding Compensation
 - 2.2.13 Direct passengers through controls to departure gate
 - 2.2.14 At the gate perform
 - (a) check-in
 - (b) check baggage
 - (c) verification of travel documents
 - (d) upgrades and downgrades
 - (e) handling of stand-by list
 - (f) verification of cabin baggage
 - (g) manage the boarding process
 - (h) reconciliation of passenger numbers with aircraft documents prior to departure
 - (i) other gate functions as specified in Annex B
 - 2.3 Arrival**
 - 2.3.1 (a) Perform
 - or
 - (b) Arrange for opening / closing aircraft passenger doors
 - 2.3.2 Direct passengers from aircraft through controls.
 - 2.3.3 (a) Provide for
 - or
 - (b) Arrange for
 - (1) transfer desk / connection services
 - (2) baggage recheck
 - 2.4 Remote / Off Airport Services**
 - 2.4.1 Inform passengers/public about time of arrival/departure.
 - 2.4.2 Handle departing passengers and baggage.
 - 2.4.3 Carry out passenger and baggage handling as described in Sub-Sections 2.1, 2.2 and 2.3.
 - 2.4.4 Direct departing passengers to connecting transport to the airport.
 - 2.4.5 Handle passengers arriving from the airport.
 - 2.4.6 Deliver baggage to passengers in accordance with local procedures.
 - 2.5 Inter-modal Transportation by Rail, Road or Sea**
 - 2.5.1 Handle departing passengers and baggage
 - 2.5.2 Carry out passenger and baggage handling as described in Sub-Sections 2.1, 2.2 and 2.3, where applicable, substituting "rail, road or sea transportation" for "aircraft", and "flight(s)", and "terminal" for "airport".
 - 2.5.3 Direct departing passengers to connecting transport.



- 2.5.4 Load baggage on connecting transport, as directed by the rail, road or sea transport operator.
- 2.5.5 Handle arriving passengers and baggage from the rail, road or sea transport operator.
- 2.5.6 Direct arriving passengers through controls to the Carrier's flight departure services.
- 2.5.7 Offload baggage from connecting transport, as directed by the rail, road or sea transport operator and transfer it to the Carrier's airport services.

SECTION 3 RAMP SERVICES

3.1 Baggage Handling

- 3.1.1 Handle baggage in the baggage sorting area.
- 3.1.2 Prepare for delivery onto flights
 - (a) bulk baggage
 - (b) ULDs
- 3.1.3 Establish the number and/or weight of
 - (a) bulk baggage
 - (b) built - up ULDsand provide the load control unit with the information
- 3.1.4 Offload
 - (a) bulk baggage
 - (b) ULDs.
- 3.1.5 Prioritise baggage delivery to claim area.
- 3.1.6 Deliver to claim area
 - (a) baggage
 - (b) oversize baggage
- 3.1.7 Transfer baggage
 - (a) Provide
 - or
 - (b) Arrange for
 - (1) sortation of transfer baggage.
 - (2) storage of transfer baggage prior to despatch (storage time limits to be specified in Annex B).
 - (3) transport of transfer baggage to the sorting area of the receiving carrier.
- 3.1.8 Handle crew baggage.

3.2 Marshalling

- 3.2.1 (a) Provide
- or
- (b) Arrange for marshalling at arrival and/or departure.

3.3 Parking

- 3.3.1 (a) Provide
- (b) Position and/or remove wheelchocks.
- 3.3.2 Position and/or remove
 - (a) landing gear locks.
 - (b) engine blanking covers.
 - (c) pitot covers.
 - (d) surface control locks.
 - (e) tailstands and/or aircraft tethering.
 - (f) other items as specified in Annex B (e.g. safety cones)
- 3.3.3 (a) Provide
- or
- (b) Arrange for ground power



3.4 Cooling and Heating

- 3.4.1 (a) Provide
or
(b) Arrange for
cooling unit.
- 3.4.2 (a) Provide
or
(b) Arrange for
heating unit.

3.5 Ramp to Flight Deck Communication

- 3.5.1 Provide headsets.
- 3.5.2 Perform ramp to flight deck communication
 - (a) during tow-in and/or push-back.
 - (b) during engine starting.
 - (c) for other purposes.

3.6 Loading and Unloading

- 3.6.1 (a) Provide
or
(b) Arrange for
 - (1) passenger steps.
 - (2) flight deck steps.
 - (3) suitable loading bridges
- 3.6.2 (a) Provide
or
(b) Arrange for
 - (1) passenger
 - (2) crewtransport between aircraft and airport terminals.
- 3.6.3 (a) Provide
or
(b) Arrange for
equipment for loading and/or unloading.
- 3.6.4 (a) Provide
or
(b) Arrange for
equipment and personnel to perform baggage delivery and pick-up at aircraft.
- 3.6.5 (a) Provide
or
(b) Arrange for
equipment for transport and assembly of
 - (1) baggage
 - (2) cargo
 - (3) mail
 - (4) documentsbetween agreed points on the airport
- 3.6.6 (a) Unload aircraft, returning lashing materials to the Carrier.
(b) Load and secure Loads in the aircraft
(c) Operate in-plane loading system.
- 3.6.7 Redistribute Loads in aircraft.
- 3.6.8 Open, close and secure aircraft hold doors.
 - (a) aircraft lower deck
 - (b) aircraft main deck
- 3.6.9 (a) Provide
or
(b) Arrange for



-
- ballast
- 3.6.10 (a) Provide
or
(b) Arrange for
safeguarding of all Loads requiring special handling (e.g. valuables) during
(1) loading / unloading
(2) transport between aircraft and designated point on the airport
- 3.7 Starting**
- 3.7.1 (a) Provide
or
(b) Arrange for
air start unit.
- 3.8 Safety Measures**
- 3.8.1 (a) Provide
or
(b) Arrange for
fire-fighting and other protective equipment.
- 3.9 Moving of Aircraft**
- 3.9.1 (a) Provide
or
(b) Arrange for
tow-in and/or push-back tractor.
- 3.9.2 (a) Towbar to be provided by the Carrier.
(b) Towbar to be provided by the Handling Company
(c) Store and maintain towbar(s) provided by the Carrier
- 3.9.3 (a) Tow in and/or push back aircraft.
(b) Tow aircraft between other agreed points.
(c) Provide authorised cockpit brake operator in connection with towing.
(d) Provide wing-walker(s)
- 3.10 Exterior Cleaning**
- 3.10.1 Perform cleaning of
(a) flight deck windows.
(b) cabin windows.
(c) aircraft integral steps
- 3.10.2 Wipe excess oil from engine nacelles and landing gear.
- 3.10.3 Clean wings, engine nacelles and landing gear.
- 3.11 Interior Cleaning**
- 3.11.1 Clean flight deck, if specified, under the control of a person authorised by the Carrier
(a) empty ash trays.
(b) dispose of litter.
(c) clear waste from seat back stowage's and racks.
(d) wipe crew tables.
(e) clean seats.
(f) mop floor.
(g) clean flight deck inside windows.
- 3.11.2 Clean passenger and crew compartments (other than flight deck)
(a) empty ash trays
(b) dispose of litter
(c) clear waste from overhead stowages
(d) wipe tables
(e) clean and tidy seats, seat belts, seat back pockets and passenger service units
(f) clean floors (carpets and surrounds)
(g) empty and clean refuse bins



- (h) clean surfaces in pantries, galleys (sinks, working surfaces, ovens and surrounds) and toilets (wash basins, bowls, seats, mirrors and surrounds)
 - (i) remove, as necessary, any contamination caused by airsickness, spilled food or drink and offensive stains
 - (j) clean telephones, fax machines, LCD screens and other equipment
- 3.11.3 Clean cabin windows.
- 3.11.4 Clean
 - (a) cargo compartments.
 - (b) ULDs
- 3.11.5 Fold and stow blankets.
- 3.11.6 Make up berths.
- 3.11.7 Change
 - (a) head rest covers.
 - (b) pillow covers.Covers to be supplied by the Carrier.
- 3.11.8 Collect and/or distribute in
 - (a) cabin
 - (b) toiletsitems provided by the Carrier.
- 3.11.9 Disinfect and/or deodorize aircraft with
 - (a) materials provided by Carrier
 - (b) materials provided by Handling Company
- 3.11.1 (a) Remove
0
 - (b) Destroy
food and material left over from incoming flights.
- 3.11.1 (a) Provide
1
 - or
 - (b) Arrange for
laundering of
 - (1) cabin blankets
 - (2) linen
- 3.12 Toilet Service**
- 3.12.1 (a) Provide
or
 - (b) Arrange for
toilet service
- 3.12.2 (a) Empty, clean, flush toilets and replenish fluids.
(b) Provide the trituator / disposal service
- 3.13 Water Service**
- 3.13.1 (a) Provide
or
 - (b) Arrange for
water service
- 3.13.2 (a) Drain water tanks.
(b) Replenish water tanks with drinking water.
- 3.14 Cabin Equipment**
- 3.14.1 Rearrange cabin by
 - (a) removing
 - (b) installing
 - (c) repositioningcabin equipment, for example, seats and cabin divider(s).



3.15 Storage of Cabin Material

- 3.15.1 (a) Provide
or
(b) Arrange for
suitable storage space for the Carrier's cabin material.
- 3.15.2 Take inventory.
- 3.15.3 (a) Provide
or
(b) Arrange for
replenishment of stocks.

3.16 Catering Ramp Handling

- 3.16.1 Unload/load and stow catering supplies from/on aircraft.
- 3.16.2 Transfer catering supplies on aircraft.
- 3.16.3 Transport catering supplies between aircraft and agreed points.

3.17 De-icing/Anti-icing Services and Snow/Ice Removal

- 3.17.1 Remove snow from aircraft without using de-icing fluid.
- 3.17.2 (a) Provide
or
(b) Arrange for
 - (1) anti-icing units.
 - (2) de-icing units.
- 3.17.3 Provide de-icing/anti-icing fluids
- 3.17.4 Remove frost, ice and snow from aircraft using de-icing fluid. Fluids to receive purity and contamination inspection prior to use.
- 3.17.5 Apply anti-icing fluid to aircraft.
- 3.17.6 Supervise performance of de-icing/anti-icing operations.
- 3.17.7 Perform final inspection after de-icing/anti-icing operations and inform flight crew of results.

SECTION 4 LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

4.1 Load Control

- 4.1.1 Convey and deliver flight documents between the aircraft and appropriate airport buildings.
- 4.1.2 (a) Prepare
(b) Sign
(c) Distribute
(d) Clear / process
(e) File
documents, including but not limited to, loading instructions, loadsheets, weight and balance charts, Captain's load information and manifests where:
 - (1) Load Control is performed by the Handling Company
 - (2) Load Control is performed by the Carrier
 - (3) Load Control is performed by a third party
- 4.1.3 (a) Compile
(b) Analyse
(c) Send
(d) Maintain
statistics and reports.

4.2 Communications

- 4.2.1 (a) Compile
(b) Receive, process and send
all messages in connection with the services performed by the Handling Company, using the Carrier's originator code or double signature procedure
(c) Perform EDI (electronic data interchange) transactions



- (d) Inform the Carrier's representative of the contents of such messages.
- 4.2.2 Maintain a message file containing all above mentioned messages pertaining to each flight for a minimum of 90 ninety days.
- 4.2.3
 - (a) Provide
 - (b) Operatemeans of communication between the ground station and the Carrier's aircraft.
- 4.3 FLIGHT OPERATIONS - General**
- 4.3.1 Inform the Carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified in Annex B.
- 4.3.2 After consideration of the Carrier's instructions, suggest the appropriate action to pilot-in-command in case of operational irregularities, taking into account the meteorological conditions, the ground services and facilities available, aircraft servicing, possibilities and the overall operational requirements.
- 4.3.3 Maintain a trip file by collecting all documents specified by the Carrier, all messages received or originated in connection with each flight and dispose of this file as instructed by the Carrier.
- 4.4 FLIGHT OPERATIONS - Flight Preparation at the Airport of Departure**
- 4.4.1
 - (a) Provide
 - or
 - (b) Arrange formeteorological documentation and aeronautical information for each flight.
- 4.4.2 Deliver documentation to the aircraft
- 4.4.3 Analyse the operational conditions and
 - (a) prepare
 - (b) request
 - (c) sign
 - (d) make availablethe operational flight plan according to the instructions and data provided by the Carrier.
- 4.4.4
 - (a) Prepare
 - (b) Request
 - (c) Sign
 - (d) File
 - (e) Monitor
 - (1) the Air Traffic Services ("ATS") Flight Plan.
 - (2) the Carrier's slot time allocation with the appropriate ATS
- 4.4.5 Provide the crew with the required briefing.
- 4.4.6
 - (a) Prepare
 - (b) Sign
 - (c) Deliver
 - (1) the fuel order
 - (2) the fuel distribution form.
- 4.4.7 Hand out flight operation forms and obtain signature of the pilot-in-command, where applicable.
- 4.4.8 Provide ground handling party(ies) with the required weight and fuel data
- 4.5 FLIGHT OPERATIONS - Flight Preparation at a Point Different from the Airport of Departure**
- 4.5.1 Arrange for the provision of the meteorological documents and aeronautical information.
- 4.5.2 Analyse the operational conditions and
 - (a) prepare
 - (b) request
 - (c) signthe flight plan.
- 4.5.3 Send to the Carrier or its representative at the airport of departure,
 - (a) the operational flight plan,
 - (b) the ATS Flight Plan,
 - (c) information for crew briefing,



4.6 FLIGHT OPERATIONS - En-route Flight Assistance

- 4.6.1 Monitor movement of the flight
- (a) within
 - (b) beyond
- VHF range and provide all possible assistance as necessary. Inform the Carrier of flight progress, any irregularities and actions taken.

4.7 FLIGHT OPERATIONS - Post-flight Activities

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

4.8 FLIGHT OPERATIONS - En-route Re-despatch

- 4.8.1 Analyse meteorological information and the operational flight conditions for re-despatch, calculate and plan according to the data provided by the aircraft en-route and inform the pilot-in-command about the results.

4.9 FLIGHT OPERATIONS - Crew Administration

- 4.9.1 Distribute relevant crew schedule information provided by the Carrier to all parties concerned.
- 4.9.2 Arrange hotel accommodation for crew layover
- (a) scheduled
 - (b) non-scheduled
- 4.9.3 (a) Provide
- or
- (b) Arrange for
- crew transportation,
- 4.9.4 Direct crews through airport facilities
- 4.9.5 Liaise with hotel(s) on crew call and pick-up timings.
- 4.9.6 (a) Prepare crew allowance forms.
- (b) Pay crew allowances.
- 4.9.7 Inform the designated Carrier representative of any crew indisposition or potential absence.

SECTION 5 CARGO AND MAIL SERVICES

5.1 Cargo and Mail Handling - General

- 5.1.1 (a) Provide
- or
- (b) Arrange
- warehouse handling and storage facilities for
- (1) General Cargo
 - (2) Special Shipments
 - (3) Specialised Cargo Products
 - (4) Mail
- (c) Store cargo
- (d) Take appropriate action to prevent theft of, or damage to cargo and/or mail
- 5.1.2 (a) Provide
- or
- (b) Arrange for
- equipment for the handling of
- (1) General Cargo
 - (2) Special Shipments
 - (3) Specialised Cargo Products
 - (4) Mail
- 5.1.3 (a) Provide
- or
- (b) Arrange for



-
- handling services for:
 - (1) General Cargo
 - (2) Special shipments
 - (3) Specialised Cargo Products
 - (4) Mail
 - (5) Diplomatic Mail
 - (6) Diplomatic Cargo
 - (7) Company Mail
 - 5.1.4 (a) Issue
 - 5.1.4 (b) Obtain
 - 5.1.5 Receipt upon delivery of cargo
 - 5.1.5 Monitor cargo delivery
 - 5.1.6 Take action to prevent theft or unauthorised use of, or damage to the Carrier's pallets, containers, nets, straps, tie-down rings and other material in the custody of the Handling Company. Notify the Carrier immediately of any damage to or loss of such items.
 - 5.2 Customs Control**
 - 5.2.1 Prepare Customs documentation for:
 - (a) Inbound cargo
 - (b) Outbound cargo
 - (c) Transfer cargo
 - 5.2.2 Obtain Customs clearance for:
 - (a) Inbound cargo
 - (b) Outbound cargo
 - (c) Transfer cargo
 - 5.2.3 Place cargo under Customs control for:
 - (a) Inbound cargo
 - (b) Outbound cargo
 - (c) Transfer cargo
 - 5.2.4 Present to Customs, cargo for physical examination.
 - 5.3 Irregularities Handling**
 - 5.3.1 Take immediate action in respect of irregularities, damage or mishandling of dangerous goods and other special shipments.
 - 5.3.2 Report to the Carrier any irregularities discovered in cargo handling
 - 5.3.3 Handle lost, found and damaged cargo
 - 5.3.4 (a) Notify the Carrier of complaints and claims
 - 5.3.4 (b) Process claims.
 - 5.3.5 Take action when consignee refuses acceptance and payment.
 - 5.4 Document Handling**
 - 5.4.1 (a) Prepare air waybill
 - 5.4.1 (b) Check all documents to ensure shipment may be carried. The check shall not include the rates charged.
 - 5.4.1 (c) Obtain capacity/booking information for the Carrier's flights.
 - 5.4.1 (d) Split air waybill. Forward applicable copies of manifests and air waybills to the Carrier.
 - 5.4.1 (e) Prepare cargo manifest(s)
 - 5.4.1 (f) Provide the load control unit with Special Load Notification.
 - 5.4.1 (g) When applicable return copy of air waybill to shipper, endorsed with flight details.
 - 5.4.2 (a) Notify consignee or agent of arrival of shipments
 - 5.4.2 (b) Make available cargo documents to consignee or agent.
 - 5.4.3 (a) Provide
 - 5.4.3 or
 - 5.4.3 (b) Arrange for
 - (1) collection of "Charges Collect" as shown on the air waybill
 - (2) collection of other charges and fees as shown on the air waybill
 - (3) credit to consignees or agents



5.5 Physical Handling Outbound / Inbound

- 5.5.1 Accept cargo, ensuring that
 - (a) machine-readable cargo labels are affixed and processed
 - (b) manual labels are affixed and processed
 - (c) shipments are "ready for carriage"
 - (d) the weight and volume of the shipments are checked
 - (e) the regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations (DGR), IATA Live Animals Regulations (LAR), and others have been complied with.
- 5.5.2 Tally and assemble for dispatch cargo for the Carrier's flights
- 5.5.3 Prepare
 - (a) bulk cargo
 - (b) ULD'Sfor delivery onto flights.
- 5.5.4 Establish the weight of
 - (a) bulk cargo
 - (b) built-up ULD'Sand provide the load control unit with deadload weights.
- 5.5.5
 - (a) Offload bulk cargo from vehicles
 - (b) Check incoming cargo against air waybills and manifests.
 - (c) Break down ULD'S
- 5.5.6 Release cargo to the consignee or agent

5.6 Transfer / Transit Cargo

- 5.6.1 Identify transfer/transit cargo.
- 5.6.2 Prepare transfer manifests for cargo to be transported by another carrier.
- 5.6.3
 - (a) Provide
 - or
 - (b) Arrange fortransport to the receiving carrier's warehouse under cover of Transfer Manifest
 - (1) on airport,
 - (2) off airport
- 5.6.4 Accept/prepare
 - (a) transfer cargo
 - (b) transit cargofor onward carriage.

5.7 Post Office Mail

- 5.7.1 Check incoming mail against Post Office mail documents.
- 5.7.2 In case of missing documentation, issue substitutes
- 5.7.3 Deliver inbound mail to
 - (a) on airport postal facility
 - (b) off airport postal facilitytogether with Post Office mail documents, against receipt from postal authorities.
- 5.7.4 Pickup outgoing mail from Postal Facility
 - (a) on airport
 - (b) off airport
- 5.7.5 Check outgoing mail from postal authorities against mail documents. Give receipt of acceptance of mail to postal authorities.
- 5.7.6 Handle and check transfer mail against accompanying mail documents.
- 5.7.7
 - (a) Prepare
 - or
 - (b) Arrange for
 - (1) Bulk mail
 - (2) ULD'sFor delivery onto flights.
- 5.7.8 Establish the weight of



- (a) Bulk mail
 - (b) built-up ULD'S
- and provide the load control unit with deadload weights.
- 5.7.9 Distribute incoming and/or outgoing post office mail documents
 - 5.7.10 Handle lost, found and damaged mail and report all irregularities to the Carrier and postal authorities.
 - 5.7.11 Maintain a file on all mail including irregularities for a period of time to be specified in Annex B

SECTION 6 SUPPORT SERVICES

6.1 Accommodation

- 6.1.1 Provide facilities for the Carrier's representative(s).
 - (a) office space
 - (b) storage space
 - (c) other facilities

6.2 Automation / Computer Systems

- 6.2.1 (a) Provide
or
(b) Arrange for
and
(c) operate
equipment to enable access to
 - (1) Carrier's system
 - (2) Handling Company's system
 - (3) other system
- 6.2.2 Access the following functions in
 - (a) Carrier's system
 - (b) Handling Company's system
 - (c) other systemfor
 - (1) training programmes.
 - (2) passenger reservations and sales
 - (3) passenger service
 - (4) baggage reconciliation.
 - (5) baggage tracing.
 - (6) operation, weight and balance and load control.
 - (7) cargo reservations and sales
 - (8) cargo handling
 - (9) maintenance
 - (10) other functions

6.3 Unit Load Device (ULD) Control

- 6.3.1 (a) Provide
or
(b) Arrange for
storage space for ULDs
 - (1) passenger ULDs
 - (2) cargo ULDs
- 6.3.2 Take action to prevent damage, theft or unauthorised use of the Carrier's ULDs in the custody of the Handling Company. Notify the Carrier immediately of any damage or loss.
- 6.3.3 (a) Take physical inventory of ULD stock and maintain records.
(b) Compile and despatch ULD control messages
- 6.3.4 Prepare ULD exchange control documentation for all transfers of ULDs and obtain signature(s) of the transferring and receiving carrier(s) or approved third parties and distribute copies.



6.3.5 Handle lost, found and damaged ULDs and notify the Carrier of such irregularities.

6.4 Fuel Farm (Depot)

6.4.1 Liaise with fuel farm suppliers.

6.4.2 (a) Inspect the Carrier's fuel farm product deliveries for contamination, prior to storage. Notify the Carrier of results.

(b) Inspect fuel farm storage and/or appliances. Notify the Carrier of results.

6.5 Ramp Fuelling / Defuelling Operations

6.5.1 Liaise with ramp fuel suppliers.

6.5.2 Inspect fuel vehicles and/or appliances for contamination.

6.5.3 Supervise fuelling/defuelling operations.

6.5.4 Prepare aircraft for fueling/defueling.

6.5.5 Drain water from aircraft fuel tanks. Perform water detection checks.

6.5.6 (a) Provide

or

(b) Arrange for approved fuelling/defuelling equipment.

6.5.7 Fuel/defuel aircraft with quantities of products requested by the Carrier's designated representative

6.5.8 Check and verify the delivered fuel quantity

6.5.9 Deliver the completed fuel order to the Carrier's designated representative.

6.5.10 Maintain records of all fuelling/defuelling operations

6.6 Replenishing of Oils and Fluids

6.6.1 Liaise with suppliers.

6.6.2 (a) Perform.

or

(b) Supervise replenishing operations

6.6.3 (a) Provide

or

(b) Arrange for and

(c) operate special replenishing equipment.

6.7 Surface Transport

6.7.1 (a) Provide

or

(b) Arrange for the transport of

(1) passengers

(2) baggage

(3) cargo and/or mail

(4) empty ULDs

(5) others

between

(a) airport and town terminal

(b) airport and other agreed points

(c) separate terminals at the same airport

6.7.2 Make all necessary arrangements for special transport within the limit of local possibilities.

6.8 Catering Services - Liaison and Administration

6.8.1 Liaise with the Carrier's catering supplier.

6.8.2 Handle requisitions made by the Carrier's authorised representative.



SECTION 7 SECURITY

7.1 Passenger and Baggage Screening and Reconciliation

- 7.1.1 (a) Provide
or
(b) Arrange for
 - (1) matching of passengers against established profiles
 - (2) security questioning
- 7.1.2 (a) Provide
or
(b) Arrange for
 - (1) screening of checked baggage.
 - (2) screening of transfer baggage.
 - (3) screening of mishandled baggage.
 - (4) physical examination of checked, transfer and mishandled baggage
 - (5) identification of security cleared baggage.
- 7.1.3 (a) Provide
or
(b) Arrange for
 - (1) screening of passengers.
 - (2) screening of cabin/unchecked baggage.
 - (3) physical examination of passengers and cabin/unchecked baggage
- 7.1.4 (a) Provide
or
(b) Arrange for
 - (1) identification of passengers prior to boarding.
 - (2) reconciliation of boarded passengers with their baggage.
 - (3) positive baggage identification by passengers
 - (4) offloading of baggage for passengers who fail to board the aircraft.

7.2 Cargo and Post Office Mail

- 7.2.1 (a) Provide
or
(b) Arrange for
 - (1) control of access to the cargo facilities.
 - (2) screening of cargo and/or mail.
 - (3) physical examination of cargo.
 - (4) holding of cargo and/or mail for variable periods.
 - (5) secure storage of cargo and/or mail.
 - (6) decompression / pressure chamber

7.3 Catering

- 7.3.1 (a) Provide
or
(b) Arrange for
 - (1) control of access to the catering unit.
 - (2) security supervision during food preparation.
 - (3) security check of catering uplifts.
 - (4) sealing of food and/or bar trolleys/containers.
 - (5) physical examination of catering vehicles prior to loading.

7.4 Aircraft

- 7.4.1 (a) Provide
or
(b) Arrange for
control of access to



- (1) aircraft.
 - (2) designated areas.
- 7.4.2 (a) Provide
or
 - (b) Arrange for
 - (1) search of aircraft.
 - (2) guarding of aircraft.
 - (3) guarding of designated areas.
 - (4) security of baggage in the baggage make-up area.
 - (5) sealing of aircraft.
- 7.4.3 (a) Provide
or
 - (b) Arrange for security personnel
 - (1) to safeguard all Loads during the transport between aircraft and designated locations
 - (2) during offloading and loading of aircraft.
- 7.5 Additional Security Services**
- 7.5.1 (a) Provide
or
 - (b) Arrange for additional security services

SECTION 8 AIRCRAFT MAINTENANCE

8.1 Routine Services

- 8.1.1 Maintain the Carrier's technical manuals, handbooks, catalogues, etc.
- 8.1.2 Perform line inspection
- 8.1.3 Enter in the aircraft log and sign for the performance of line inspection
- 8.1.4 Enter remarks in aircraft log regarding defects observed during the inspection.
- 8.1.5 Sign Air Worthiness Release (AWR)
- 8.1.6 Perform
 - (a) pre-departure inspection
 - (b) ice-checkimmediately before aircraft departure.
- 8.1.7 Provide personnel to assist the flight crew or ground staff in the performance of the inspection.

8.2 Non-routine Services

- 8.2.1 Rectify defects entered in the aircraft log as reported by the crew or revealed during the inspection, to the extent requested by the Carrier. However, major repairs must be separately agreed upon between the Parties.
- 8.2.2 Enter in aircraft log and sign for the action taken.
- 8.2.3 Report technical irregularities and actions taken to the Carrier's maintenance base.
- 8.2.4 (a) Provide
or
 - (b) Arrange for engineering facilities, tools and special equipment to the extent available.
- 8.2.5 Move aircraft under its own power

8.3 Material Handling

- 8.3.1 (a) Obtain Customs clearance for
(b) Administer
the Carrier's spare parts, power plant and/or equipment.
- 8.3.2 Provide periodic inspection of the Carrier's spare parts and/or spare power plant.
- 8.3.3 Provide suitable storage space for the Carrier's spare parts and/or equipment.
- 8.3.4 Provide suitable storage space for the Carrier's spare power plant.



8.4 Parking and Hangar Space

- 8.4.1 (a) Provide
or
(b) Arrange for
(1) parking space.
(2) hangar space.

Signed the.....

at.....

for and on behalf of.....

by.....

Signed the.....

at.....

for and on behalf of.....

by.....



STANDARD GROUND HANDLING AGREEMENT

ANNEX B — LOCATION(S), AGREED SERVICES AND CHARGES

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

between:

having its principal office at:

and hereinafter referred to as 'the Carrier'

and:

having its principal office at:

and hereinafter referred to as 'the Handling Company'

effective from:

This Annex B for

the location(s):

is valid from:

and replaces:

PARAGRAPH 1. HANDLING SERVICES AND CHARGES

1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall

1.1.1 Section(s) price per (aircraft type, etc.).

1.1.2 Section(s) price per

The number of these clauses can be extended as far as necessary

1.2 Handling in case of technical landing for other than commercial purposes will be charged at ..% of the above rates, provided that a physical change of load is not involved.

1.3 Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not involved.

1.4 Handling in case of return to ramp involving a physical change of load will be charged as for handling in case of technical landing in accordance with Sub-Paragraph 1.2 of this Annex.

PARAGRAPH 2. ADDITIONAL SERVICES AND CHARGES

2.1 All services not included in Paragraph 1 of this Annex will be charged for as follows:

PARAGRAPH 3. DISBURSEMENTS

3.1 Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of .. %.



PARAGRAPH 4. LIMIT OF LIABILITY

4.1 The limit of liability referred to in Sub-Article 8.5 of the Main Agreement shall be as follows:

Aircraft Type	Limit (per incident)
.....
.....
.....

PARAGRAPH 5. AREA OF RESPONSIBILITY

5.1 The area of responsibility as mentioned in Sub-Sections 4.3 and 4.6 of Annex A is

PARAGRAPH 6. TRANSFER OF SERVICES

6.1 In accordance with Sub-Article 3.1 of the Main Agreement, the Handling Company subcontracts the services of Annex A Section(s) to

The number of these clauses can be extended as far as necessary.

PARAGRAPH 7. SETTLEMENT

7.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, settlement of account shall be effected

PARAGRAPH 8. SUPERVISION AND ADMINISTRATION

8.1 The services of Annex A, Section 1, Sub-Section 1.3 covered by Sub-Paragraph 1.1 of this Annex B, refer only to the following services of Annex A which are performed for the Carrier by other organisation(s) under cover of separate agreement(s):

Section (s).....
Section (s).....

PARAGRAPH 9. NOTIFICATION

9.1 In accordance Sub-article 11.3 of the Main Agreement, any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

To Carrier:

Carrier
Street
City, Country
Telephone
Fax:
E-mail:
Attn:

To Handling Company:

The Handling Company
Street
City, Country
Telephone
Fax:



E-mail:
Attn:

PARAGRAPH 10. GOVERNING LAW

10.1 Governing law and courts as per Article 9.1 of the Main Agreement

Governing Law

This agreement shall be governed by and interpreted in accordance with the laws of _____.

Courts for the resolution of disputes:

The Courts of _____.

Signed the.....

Signed the.....

at.....

at.....

for and on behalf of.....

for and on behalf of.....

by.....

by.....



STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE

ANNEX B — LOCATION(S), AGREED SERVICES AND CHARGES

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

between:

having its principal office at:

and hereinafter referred to as 'the Carrier'

and:

having its principal office at:

and hereinafter referred to as 'the Handling Company'

effective from:

This Annex B for

the location(s):

is valid from:

and replaces:

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 ~~2003~~ as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 1. HANDLING SERVICES AND CHARGES

1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A at the following rates.

1.1.1 Section(s) price per (aircraft type, etc.).

1.1.2 Section(s) price per

The number of these clauses can be extended as far as necessary

1.2 Handling in case of technical landing for other than commercial purposes will be charged at ..% of the above rates, provided that a physical change of load is not involved.

1.3 Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not involved.



- 1.4 Handling in case of return to ramp involving a physical change of load will be charged as for handling in case of technical landing in accordance with Sub-Paragraph 1.2 of this Annex.

PARAGRAPH 2. ADDITIONAL SERVICES AND CHARGES

All services not included in Paragraph 1 of this Annex will be charged for as follows:

PARAGRAPH 3. DISBURSEMENTS

- 3.1 Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of .. %.

PARAGRAPH 4. LIMIT OF LIABILITY

- 4.1 The limit of liability referred to in Sub-Article 8.5 of the Main Agreement shall be as follows:

Aircraft Type	Limit (per incident)
.....
.....
.....

PARAGRAPH 5. AREA OF RESPONSIBILITY

- 5.1 ~~—~~The area of responsibility as mentioned in Sub-Sections 4.3 and 4.6 of Annex A
is

PARAGRAPH 6. TRANSFER OF SERVICES

- 6.1 In accordance with Sub-Article 3.1 of the Main Agreement, the Handling Company subcontracts the services of Annex A Section(s) to
The number of these clauses can be extended as far as necessary.

PARAGRAPH 7. SETTLEMENT

- 7.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, settlement of account shall be effected

PARAGRAPH 8. SUPERVISION AND ADMINISTRATION

- 8.1 The services of Annex A, Section 2 Sub-Section 2.1, covered by Sub-Paragraph 1.1 of this Annex B, refer only to the following services of Annex A which are performed for the Carrier by other organisation(s) under cover of separate agreement(s):
Section (s).....
Section (s).....



PARAGRAPH 9. NOTIFICATION

9.1 In accordance Sub-article 11.3 of the Main Agreement, any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

To Carrier:

Carrier
Street
City, Country
Telephone
Fax:
E-mail:
Attn:

To Handling Company:

The Handling Company
Street
City, Country
Telephone
Fax:
E-mail:
Attn:

PARAGRAPH 10. GOVERNING LAW

10.1 Governing law and courts as per Article 9.1 of the Main Agreement

Governing Law

This agreement shall be governed by and interpreted in accordance with the laws of _____.

Courts for the resolution of disputes:

The Courts of _____.

Signed the.....

at.....

for and on behalf of.....

by.....

Signed the.....

at.....

for and on behalf of.....

by.....

EXHIBIT B

In Re Avianca Holdings S.A., et al.
USBC, Southern District of New York, Case No. 20-11133-mg

**STANDARD GROUND HANDLING AGREEMENT
(SIMPLIFIED PROCEDURE)**

**ANNEX B1.1 LOCATION, AGREED SERVICES, FACILITIES AND CHARGES
To the Standard Ground Handling Agreement (SGHA) of January 2004**

Between: **GLOBEGROUND NORTH AMERICA LLC D/B/A
SERVISAIR/GLOBEGROUND**
Having its principal office at:
111 Great Neck Road, Great Neck,
New York 11021, USA
(Hereinafter referred to as the "Handling Company" or "THE
HANDLING COMPANY")

And: **Taca International Airlines, S.A.**
Having its principal place of business at:
Edificio Caribe, 2o. Piso
San Salvador, El Salvador
(Hereinafter referred to as the "Carrier")

This Annex **B1.1 (Ramp Services)**
For the location: **San Francisco International Airport, (SFO)**
San Francisco, California.
Valid from: **October 1, 2004**
And replaces: **Consent Letter Dated**

PREAMBLE: This Annex B1.1 is prepared in accordance with the simplified procedure whereby the Carrier and the Handling Company agree that the terms of the Main Agreement and Annex A of the SGHA of January 2004 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B1.1, the parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 1. HANDLING SERVICES AND CHARGES

1.1 For a single ground handling consisting of the arrival and subsequent departure of agreed timings of the same aircraft, the Handling Company agrees to provide to the Carrier the following services of Annex A:

Ramp Services:

Section 1	Representation, administration and supervision 1.1.2, 1.1.3, 1.1.4, 1.2.2 (as relates to services covered under this Annex), 1.2.3 (as relates to services covered under this Annex), 1.2.4, 1.3.3
Section 3	Ramp services 3.1.1, 3.1.2(a), 3.1.3(a by piece count), 3.1.4(a), 3.1.5, 3.1.6, 3.1.7(a)(b)(1)(3), 3.2.1, 3.3.1, 3.3.2 (a) (f), 3.3.3. (b), 3.4.1 (b), 3.4.2 (b), 3.5.1, 3.5.2 (a) (b), 3.6.1 (b) (3), 3.6.3, 3.6.4, 3.6.5, 3.6.6 (a) (b), 3.6.7, 3.6.8(a), 3.6.9 (b), 3.6.10(b)(1)(2), 3.7.1 (additional charge), 3.8.1 (b-fire extinguisher provided by SFOTEC), 3.9.1, 3.9.2(a)(c), 3.9.3 (a) (d), 3.11.1, 3.11.2, 3.11.3 (as needed), 3.11.5, 3.11.6, 3.11.7(b), 3.11.8, 3.11.9(b), 3.12.1, 3.12.2, 3.13.1 (water provided by SFOTEC), 3.13.2 (on request)
Section 4	Load control, communication and flight operations 4.1.1, 4.2.1 (a,b,d), 4.3.1, 4.4.8
Section 5	Cargo and mail services 5.6.3(a)(b)(1), 5.7.3(a), 5.7.4(a)
Section 6	Support services 6.2.1(b)(c)(1), 6.2.2(a)(1)(4)(6)
Section 7	Security 7.1.4 (a-4), 7.2.1 (b-5 while in Handling Company's control), 7.4.1 (a)(1) LowerDeck aircraft compartments

1.2 For the services specified in Sub- Paragraph 1.1. above, the following rates will apply:

Services for A320/A319	Price (US\$) per flight
Ramp Service turn around	\$ [REDACTED]

Note: The above rates include baggage, mail and freight loading and unloading, interline transfers of baggage to/from, mail to/from post office, Interior cleaning, lavatory and water services, pushback and up to four (4) hours of porter at counter per flight at oversize belt, baggage preparation and bagroom staffing up to four (4) man hours prior to departure.

- 1.3 Service of Annex A not enumerated above are available upon request at the rates set forth as "additional Services".

Type of Service	USD Amounts per Unit
Ground Power Unit	\$ [REDACTED] per hour or fraction thereof.
Air Start Unit	\$ [REDACTED] per service.
Extra Towing	\$ [REDACTED] per tow.
Airstart	\$ [REDACTED] per start.
Tow, pushback and repositioning	\$ [REDACTED] - \$ [REDACTED] for extended tow.
Potable Water Service	\$ [REDACTED] per additional service
Lavatory Service	\$ [REDACTED] per additional service
Ramp Agent/Cleaner RT	\$ [REDACTED]
Ramp Agent/Cleaner OT	\$ [REDACTED]
Supervisor RT	\$ [REDACTED]
Supervisor OT	\$ [REDACTED]

Manpower	Hourly Rates	
	Regular Time (0700-2359)	Overtime (0001-0659)
Ramp Supervisor	\$ [REDACTED]	\$ [REDACTED]
Ramp Agents/Cabin Cleaners	\$ [REDACTED]	\$ [REDACTED]

1.4 Special Handling Charges:

- 1.4.1 Handling In case of a technical landing will be charged at fifty percent (50%) of the above mentioned rates.
- 1.4.2 Handling in case of a return from take-off point to ramp will not be charged extra, provided that a physical change of load is not Involved. Handling in

- case of a return from take-off point involving a change of load will be charged at fifty percent (50%) of the above mentioned rates.
- 1.4.3 For the handling of a ferry flight in/ ferry out or a ferry flight out/live in, the Handling Company will charge fifty percent (50%) of the applicable rates agreed in Sub- Paragraph 1.2. For a ferry flight in/live out the Handling Company will charge one hundred percent (100%) of the agreed rates.
- 1.4.4 In the event that the Handling Company receives cancellation notice of more than eight (8) hours of a scheduled flight, no charges will apply for such cancelled flight (arrival/departure), otherwise fifty percent (50%) of the above mentioned rates will apply.
- 1.4.5 No overtime and/or extra charges shall apply to services provided on holidays or weekends.
- 1.5 The Handling Company will provide "cockpit to Ground" radio services communications, and will also provide radio equipment to facilitate the communication between the Carrier representative and the ramp field.
- 1.6 Any Airport, City, State and/or local fees and taxes with respect to the services rendered to the Carrier will be charged to Carrier at the Handling Company's cost. Such fees and taxes will be included in the Handling Company's invoice as a separate line item.
- 1.7 Any other costs related to support non standards daily operation for unloading/loading the aircraft, must be pre-approved by the Carrier's representative. If he/she is not available at that moment, the Handling Company's senior manager on duty will then make the decision. This is to be noted and approved by the Carrier's representative at the earliest possible time after such occurrence.
- 1.8 Notwithstanding Article 1.2 of the Main Agreement, the Carrier shall provide the Handling Company all ramp documents necessary for the services to be provided by the Handling Company.
- 1.9 Manpower scheduling shall be the responsibility of the Handling Company; however, it shall be planned in accordance with the Carrier's flight schedule under mutual agreement with Carrier local manager, based on no less than the total per-flight hours specified in the Carrier's Request For Proposals, Supplier Response dated May 25, 2004.
- 1.10 Should any flight be delayed beyond sixty (60) minutes of its originally scheduled operating times, in addition to the charge for flight handling set forth above, the Handling Company will charge the Carrier for the labor involved in performing

the services at the applicable labor rates detailed in subparagraph 1.3. "Additional Services".

PARAGRAPH 2. - CONTRACT DURATION, MODIFICATION AND TERMINATION:

- 2.1. Notwithstanding the provisions of Sub-Article 11.4 and 11.5 of the Main Agreement to which this Annex B refers, and except as otherwise provided for herein, this Annex and the Main Agreement shall remain in full force and effect until terminated by either party giving thirty (30) days prior written notice to the other party.

PARAGRAPH 3. - DISBURSEMENTS:

- 3.1. The handling charges agreed upon do not include disbursements which may arise to the Handling Company in connection with the services provided for the Carrier. The Carrier shall reimburse any such expenses incurred by the Handling Company in connection with the services provided at cost plus five percent (5%). In such cases, the Handling Company shall provide evidentiary documentation satisfactory to the Carrier.
- 3.2. Notwithstanding Sup-paragraph 3.1 the Handling Company agrees that all bonuses' previously authorized by the Carrier and paid by the Handling Company's to its employees' for Carrier's service quality compliance will not earn any handling charges and/or disbursement commission levied to the Carrier.

PARAGRAPH 4. - ACCOUNTING AND SETTLEMENT:

- 4.1 For the services performed by the Handling Company to the Carrier pursuant to this Agreement, the Handling Company shall submit a monthly invoice to the Carrier and the Carrier shall pay the Handling Company's Invoice within thirty (30) days after receipt of the Invoice (the "Due Date").
- 4.2 All payments shall be effected by wire transfer of funds to the following account:
- | | |
|-------------|-------------------------------|
| Bank name | Fleet Bank |
| ABA No. | [REDACTED] |
| Account No. | [REDACTED] |
| Ref. | GlobeGround North America LLC |

or as may be changed by written notice by the Handling Company to Carrier from time to time.

- 4.3 If Carrier disagrees with an item or item(s) on an Invoice submitted by the Handling Company for services contemplated in Paragraph 1 above, it may withhold payment only on that item(s) until a resolution is reached with the

remainder of the Invoice due and payable as per this Paragraph 4. The Carrier must communicate to the Handling Company its reasons for withholding payment on an Invoice item(s). The payment deadline for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute.

- 4.4 The Handling Company will grant one percent (1%) discount of the total of an Invoice if Carrier pays the Handling Company within seven (7) days after receipt of the Invoice; a zero point five percent (0.5%) discount will be granted to Carrier in case invoices are paid fourteen (14) days after receipt of the correspondent Invoice.
- 4.5 The Handling Company will grant a two percent (2%) of discount on the total annual amount of the Carrier's ground handling invoices, based on the Carrier's award to the Handling Company of its ground handling at the following locations: BOS, IAH, LAX, SFO and YYZ.

PARAGRAPH 5. INDEPENDENT CONTRACTOR

- 5.1 The Handling Company acknowledges and agrees that it is been engaged as an independent contractor and that the Handling Company shall have the full responsibility for hiring, evaluating and disciplining its employees as well as their control and supervision. The Handling Company's personnel will be the direct and sole responsibility of the Handling Company. The Handling Company shall be solely responsible for the payment of salaries and any remuneration, including employee benefits applicable to its personnel and will ensure compliance with any applicable law with respect to such personnel.
- 5.2 The Handling Company shall conduct background checks on all employees assigned to provide services to the Carrier under this Agreement and shall use its best judgment in any hiring process.
- 5.3 The Carrier shall have the right, but not the duty, to request the Handling Company, in writing, to remove or substitute an employee dedicated to the Carrier services, if such employee fails to comply with and/or violates the rules, regulations, policies and/or procedures of the Carrier and/or those of the Airport and/or US Customs authorities; and/or if such employee incurs in any wrongful act including, but not limited to, safety violations, serious offense and/or lack of due regard to the Carrier's image (individually each a "Violation").

PARAGRAPH 6. TRAINING

- 6.1 The Carrier will coordinate with the Handling Company all training requirements deemed essential in the performance of services hereunder. The Carrier will also

be responsible to train the Handling Company's trainer ("Trainer") to comply with all mandatory, regulatory agencies training and Carrier Customized training as follows: Carrier ramp operation procedures MOR, dangerous Goods handling, Security procedures, safety procedures and communication between ramp and operations, among others new training required. Upon qualification, the Handling Company's trainers will be responsible to schedule all basic necessary and recurrent training to keep one hundred percent (100%) of the staff adequately trained throughout the year.

- 6.2 The Trainer will perform the courses for which the Carrier has qualified him/her. All Initial and recurrent Handling Company's employee training hours shall be at the Handling Company's cost (unless NEW governmental/FAA mandated training are required outside of the Handling Company's scheduled shifts only. These training will be charges at straight time charges).no overtime will be charged to the Carrier to perform these duties unless specifically requested by the carrier.
- 6.3 All transportation, food, and accommodation expenses incurred to train the Trainer, as initial or recurrent training given by the Carrier will be at the cost of the Carrier.

PARAGRAPH 7. INSURANCE

- 7.1 The Handling Company agrees to maintain in effect during the term of this Agreement, at its own cost and expense, the following described insurance covering its operations and its activities in and about the location referred to in this Agreement, in the respective amounts stated below and shall furnish the Carrier with certificates of insurance certifying that such Insurance is in full force and effect and that the Handling Company's insurance broker will give notice to the Carrier thirty (30) days (or such lesser period as respects war and allied perils) prior to any cancellation or material adverse change of such insurance. Certificates evidencing renewal of the policies will be provided to the Carrier on or before the renewal of such policies.
- 7.2 The insurance coverage required shall be primary without any right of contribution from any Insurance carried by the Handling Company (except to the extent of the insured party's gross negligence or willful misconduct). The Handling Company shall have the Carrier named as an additional Insured on the policies required from it.

Insurance required from the Handling Company:

Workers Compensation: Statutory limits

The Handling Company's limit of liability as referred to in Sub Article 8.5 of the Main Agreement, will be as follows:

Aircraft Type	Limit (per Incident)
All aircraft types	USD [REDACTED]

PARAGRAPH 8. STANDARD OF SERVICES

- 8.1 It is the Handling Company's responsibility to provide services that meet the Carrier's quality standards at all times, hence it will provide the appropriate number of well trained employees to meet the ramp services. The Carrier and the Handling Company will agree in writing how much personnel is necessary to support the Carrier's ramp operations.
- 8.2 The Handling Company shall make a concerted effort to avoid delays in providing the services that could affect the image and operation of the Carrier. If it can be proven that the reason for any delay in departure was caused by the Handling Company and provided the aircraft had arrived on-time, services for that flight shall be discounted using the Annex "C" Service Level Agreement ("SLA") as a compensation for the damage to the image and operation of the Carrier.
- 8.3 The Carrier shall be entitled to perform service audits to assess the performance of the Handling Company under the SLA herein incorporated as Annex C.

PARAGRAPH 9. PENALTIES AND BONUSES FOR SERVICE PERFORMANCE

- 9.1 The Handling Company shall perform the services and comply with the Carrier's regulations, policies and procedures applicable to the services provided under this Agreement as well as in accordance with the airport's regulations. Failure to do so shall result in penalties according with the annex C Service Level Agreements ("SLA").
- 9.2 The Handling Company's performance will be monitored in accordance to the mutually agreed standards and performance targets established by the parties in the SLA. The parties will agree on the terms of such SLA and will enter into full effect after the first twenty(20) days of services to the Carrier. Regular monthly meetings with minutes will be held between the Handling Company and the Carrier to assess the level of performance against the targets set forth in such document.
- 9.3 Notwithstanding the provisions contained in the Main Agreement to which this Annex B refers, and in the evaluation of the SLA audit results, if in the opinion of the Carrier, the Handling Company fails to provide a consistently satisfactory

level of service, the Carrier reserves the right to provide the Handling Company with a ten (10) day written notice identifying the specific service deficiencies and requesting improvement or correction of such service. In the event the Handling Company fails to correct or improve the appointed deficiencies within ten (10) days after the notification is given, then Carrier reserves the right to provide the Handling Company with a twenty (20) day termination notice of this Agreement.

- 9.4 If the Handling Company exceeds the level of services beyond the targets given by the Carrier, a bonus will apply under the SLA.

PARAGRAPH 10. RATES

- 10.1 Notwithstanding the provisions of Sub-Article 11.10 of the Main Agreement, the handling charges are firm from October 1st, 2004 to September 30, 2005 and will remain in effect for subsequent equal periods of time unless one party gives to the other a thirty (30) day advance written notice requesting a handling charge modification.
- 10.2 Notwithstanding Sub-Article 11.11 the parties hereby agree that rates may only be subject to an increase based on the Consumer Price Index (CPI) as published by the U. S. Department of Labor for the preceding twelve (12) month period. Carrier must be notified of any such increase thirty (30) days prior its effective date and in no case it shall exceed two percent (2%) during the term of this Agreement.
- 10.3 The Carrier agrees that, in the event the Handling Company becomes subject to any mandated Federal, State, or Local Laws related to the required wages or taxes to be paid in the employment of its personnel, including any changes in the SFO QSP, and such laws cause a justifiable increase to the Handling Company's cost of performing its services to the Carrier, then the Carrier agrees to enter into a good faith negotiation with the Handling Company for an adjustment in the Handling Company's charges, as set forth in this Agreement. Such negotiation will be based only on the recovery of the Handling Company's costs of such wage or tax adjustments.

PARAGRAPH 11. - ENTIRE AGREEMENT:

- 11.1 This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior written or oral agreements between the parties with regard to the subject matter hereof. This Agreement may be amended or modified only by a written agreement, duly executed by representatives of the parties to this Agreement.

PARAGRAPH 12. MISCELLANEOUS

12.1 This Agreement may only be amended or modified by a written document duly executed by the representatives of the parties to this Agreement.

12.2 Notwithstanding Sub-Article 11.3 of the Main Agreement, all notices provided herein shall be in writing and shall be deemed to have been given when delivered personally or when faxed or mailed when sent to the parties at the following addresses:

If to the Carrier:

TACA International Airlines, S.A.
Altos Edificio Caribe, 2do piso
San Salvador, El Salvador.
Attn.: Airport Director NAM
Telephone: (503) 298-3206
Facsimile: (503) 298-3206

With a copy to:

TACA International Airlines, S.A.
Torre Montecristo 8vo piso
San Salvador, El Salvador
Attention: Contracts Director
Telephone: (503) 267-8034
Facsimile: (503) 267-8151

If to THE HANDLING COMPANY:

GLOBGROUN NORTH AMERICA LLC
111 Great Neck Road, NY 11021 USA
Attn.: Vice President Business Development,
The Americas
Telephone: 516-487-8610
Facsimile: 516-487-4855
Mobile: 516-724-0061
Email: Blewis@globeground-na.com

or to such other address as any party may designate for itself by written notice to the other party.


12.3 This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12.4 Notwithstanding Article 9 of the Main Agreement the parties hereby agree that any dispute or claim concerning the scope, meaning, construction or effect of this Agreement or arising therefrom shall be referred to and finally settled by arbitration in accordance with the IATA regulations.

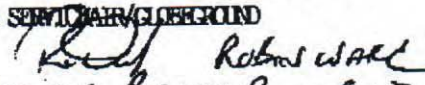
12.5 This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of CALIFORNIA applicable to contracts made and to be performed entirely within such State, including matters of construction, validity and performance.

IN WITNESS hereof, the parties have executed this Agreement on the dates set forth below.

Signed
at San Salvador, El Salvador
On behalf of
TACA International Airlines, S.A.


By: William Handal
Title: Vice President
Date: 03/02/2005

Signed
at
On behalf of
GLOBEGROUND NORTH AMERICA LLC
D/B/A SEMI-FAIR GLOBEGROUND


By: Robert Wall
Title: Director, Business Development,
Eastern Region
Date: February 02, 2005

AMENDMENT NO. 1 THE STANDARD GROUND HANDLING AGREEMENT

This Amendment to the Standard Ground Handling Agreement (Simplified Procedure), entered into by the Parties on July 10, 2006 (the "Agreement") is made by and between TACA INTERNATIONAL AIRLINES, S.A., herein referred to as "TACA" and PENAUILLE SERVISAIR LLC herein referred to as "The Handling Company".

WHEREAS, TACA and The Handling Company are parties to a Standard Ground Handling Agreement (Simplified Procedure) Annex B1.1 for ramp services at San Francisco International Airport (SFO) effective October 1, 2004.

WHEREAS, the parties have agreed that the Handling Company will also provide services to the Carrier's Airbus A321 aircraft, effective as of September 22, 2005.

Now therefore, the parties hereto agree to substitute Sub-Paragraph 1.2 of the Agreement in its entirety with the following:

- 1.2 For the services specified in Sub- Paragraph 1.1. above, the following rates will apply:

<i>Services for A320/A319</i>	<i>Price (US\$) per flight</i>
<i>Ramp Service turn around</i>	<i>\$ [REDACTED]</i>

<i>Services for A321</i>	<i>Price (US\$) per flight</i>
<i>Ramp Service turn around</i>	<i>\$ [REDACTED]</i>

Note: The above rates include baggage, mail and freight loading and unloading, interline transfers of baggage to/from, mail to/from post office, interior cleaning, lavatory and water services, pushback and up to four (4) hours of porter at counter per flight at oversize belt, baggage preparation and bagroom staffing up to four (4) man hours prior to departure.

- I. This Amendment may be executed in counterparts each of which when so executed and delivered shall be deemed an original but all of which shall constitute but one and the same instrument.
- II. Legal Name Change: On February 7, 2006, the Handling Company changed its Legal name to "Penauille Servisair LLC." This name change does not reflect a


change or alternation to the corporate entity, and all contractual obligations on the part of the Handling Company with respect to the Agreement remain unchanged.

- III. In all other respects, except as expressly set forth in this amendment, the terms and conditions of the Agreement shall remain in full force and effect without modification.

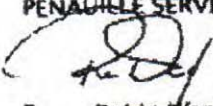
IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives on the date first written above.

TACA International Airlines, S.A.

X

By  Joaquin Palomo
Title: CFO & Vice President

PENAVILLE SERVISAIR LLC


By Robin Ward
Title: Vice President, Business Development

ADDENDUM TO GROUND HANDLING AGREEMENT

Addenda Number: **Two**
Between: **TACA International Airlines S.A. (hereinafter "TACA")**
And: **SERVISAIR LLC (Formerly known as PENAUILLE SERVISAIR LLC)**
(the Handling Company")
Effective Date: **July 1, 2008**
For the Location: **San Francisco International Airport (SFO)**

W I T N E S S E T H

WHEREAS, TACA and the Handling Company are parties to a certain Ground Handling Agreement, Annex B1.1, dated October 1, 2004, Amendment One, dated July 10, 2006 and Addendum One, dated July 1, 2007 (hereinafter collectively referred to as "the Agreement") for various ground handling services performed at San Francisco International Airport, San Francisco, California (hereinafter "the Airport"), and

WHEREAS, the parties desire to amend the Agreement in certain respects,

NOW, THEREFORE, effective July 1, 2008, the Handling Company and TACA agree as follows:

1. In accordance with the San Francisco QSP for 2008, the charges under **Subparagraph 1.2**, shall be modified as follows:

A320/A319 Ramp Service Turnaround	US \$ [REDACTED] per Flight
A321 Ramp Service Turnaround	US \$ [REDACTED] per Flight

2. The charges under **Subparagraph 1.3**, shall be modified as follows:

Equipment and Services on request only:

Ground Power Unit	US \$ [REDACTED] per hour
Air Start Unit	US \$ [REDACTED] per hose/per service
Extra Towing	US \$ [REDACTED] per tow/Extended tow \$160.75
Additional Pushback	US \$ [REDACTED] per service
AirStairs	US \$ [REDACTED] per use
Portable Water Service	US \$ [REDACTED] per additional service
Lavatory Service	US \$ [REDACTED] per additional service

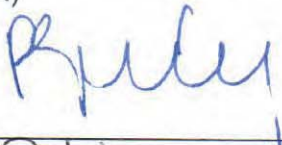
Manpower

Hourly Rates


	<u>Regular Time</u> <u>(0700-2359)</u>	<u>Overtime</u> <u>(0001-0659)</u>
Ramp Supervisor	US \$ [REDACTED]	US \$ [REDACTED]
Ramp Agents/Cabin Cleaners	US \$ [REDACTED]	US \$ [REDACTED]

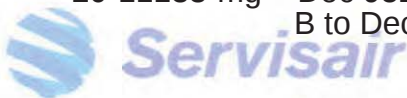
3. **Legal Name Change:** On July 17, 2007, the Handling Company changed its Legal name to "Servisair LLC." This name change does not reflect a change or alteration to the corporate entity, and all contractual obligations on the part of the Handling Company with respect to the Agreement remain unchanged.
4. Except as otherwise provided for herein, all other terms and provisions of the Agreement shall continue in full force and effect without change.

AGREED AND ACCEPTED
TACA International Airlines S.A.
(TACA)

By: 
Patricia Gomez
Title: Attorney in Fact
Date: August 11, 2008

AGREED AND ACCEPTED
SERVISAIR LLC
(the Handling Company)

By: 
Randall P. Davies
Title: President
Date: July 28, 2008



May 11, 2010

VIA: OVERNIGHT DELIVERY
503-2247-2276

Mr. Gustavo Castelar
North America Airports Director
TACA International Airlines S.A.
Paseo Gral Escalon
Edif Taca Caribe 2do Nivel
San Salvador, El Salvador

Re: Addendum Three Ground Handling Agreement
San Francisco International Airport

Dear Mr. Castelar:

Pursuant to your recent negotiations with Ms. Robin Ward enclosed please find four (4) originals of the above referenced Agreement executed on behalf of Servisair LLC.

Should you find all items of the enclosed to your satisfaction, kindly return the copies stamped "Servisair Copy" executed on behalf of TACA to my attention.

Should you have any questions, please do not hesitate to contact either Ms. Robin Ward 561-433-1314 or myself 281-260-3939 at your convenience.

Very truly yours,

A handwritten signature in blue ink, appearing to read "S. Isbell".

Samantha Isbell
Contract Administrator

Enclosures

ADDENDUM TO GROUND HANDLING AGREEMENT

Addenda Number: **THREE**
Between: **TACA International Airlines S.A. (hereinafter "TACA")**
And: **SERVISAIR LLC (the "Handling Company")**
Effective Date: **MAY 1, 2010**
For the Location: **San Francisco International Airport (SFO)**

WITNESSETH

WHEREAS, TACA and the Handling Company are parties to a certain Ground Handling Agreement, Annex B1.1, dated October 1, 2004, Amendment One, dated July 10, 2006, Addendum One, dated July 1, 2007 and Addendum Two, dated July 1, 2008 (hereinafter collectively referred to as "the Agreement") for various ground handling services performed at San Francisco International Airport, San Francisco, California (hereinafter "the Airport"), and

WHEREAS, the parties desire to amend the Agreement in certain respects,

NOW, THEREFORE, effective May 1, 2010, the Handling Company and TACA agree as follows:

1. In accordance with the San Francisco QSP for 2010, the charges under **Subparagraph 1.2.** shall be modified as follows:

Aircraft Type

A320/A319 Ramp Service Turnaround
A321 Ramp Service Turnaround

Ramp Handling

US \$ [REDACTED] per flight
US \$ [REDACTED] per flight

2. The charges under **Subparagraph 1.3.** shall be modified as follows:

Manpower

Ramp Supervisor
Ramp Agents/Cabin Cleaners

Hourly Rates

Regular Time

(0700-2359)

US \$ [REDACTED]
US \$ [REDACTED]

Overtime

(0001-0659)

US \$ [REDACTED]
US \$ [REDACTED]

3. Except as otherwise provided for herein, all other terms and provisions of the Agreement shall continue in full force and effect without change.

AGREED AND ACCEPTED
TACA International Airlines S.A.
(TACA)

By: _____

Patricia Gomez
Attorney in fact

Title: _____

AGREED AND ACCEPTED
SERVISAIR LLC
(the Handling Company)

By: _____

David L. Finch
David L. Finch
Vice President
Business Development

Title: Network & Regional Americas

ADDENDUM TO GROUND HANDLING AGREEMENT

Addenda Number: SIX
Between: TACA International Airlines S.A. (hereinafter "TACA")
And: SERVISAIR LLC (hereinafter the "Handling Company")
Effective Date: NOVEMBER 1, 2013
For the Location: SAN FRANCISCO INTERNATIONAL AIRPORT (SFO)

WITNESSETH

WHEREAS, the Carrier and the Handling Company are parties to a certain Ground Handling Agreement, Annex B1.1, dated October 1, 2004, Amendment One, dated July 10, 2006, Addendum One, dated July 1, 2007, Addendum Two, dated July 1, 2008, Addendum Three, dated May 1, 2010, Addendum Four dated January 1, 2012 and Addendum Five dated February 1, 2013 (hereinafter referred to as "the Agreement") for various ground handling services performed at San Francisco International Airport, San Francisco, California (hereinafter "the Airport"), and

WHEREAS, the parties desire to amend the Agreement in certain respects,

NOW, THEREFORE, effective as of the date hereof, the Handling Company and the Carrier agree as follows:

1. The Service Level Agreement, agreed to in Paragraph 9 of Annex B1.1, is attached hereto as Exhibit A, and incorporated by reference.
2. Except as otherwise provided for herein, all other rates, terms and provisions of the Agreement shall continue in full force and effect without change

AGREED AND ACCEPTED
TACA INTERNATIONAL AIRLINES, S.A.
(the Carrier)

By: _____

Title: Attorney in fact

AGREED AND ACCEPTED
SERVISAIR LLC
(the Handling Company)

By: _____

Matt Ellingson

Title: President

ADDENDUM TO GROUND HANDLING AGREEMENT

Addenda Number: **Seven**
Between: **TACA INTERNATIONAL AIRLINES S.A. (hereinafter "TACA")**
And: **SERVISAIR LLC (the "Handling Company")**
Effective Date: **JANUARY 1, 2014**
For the Location: **SAN FRANCISCO INTERNATIONAL AIRPORT (SFO)**

WITNESSETH

WHEREAS, TACA and the Handling Company are parties to a certain Ground Handling Agreement, Annex B1.1, dated October 1, 2004, Amendment One, dated July 10, 2006, Addendum One, dated July 1, 2007, Addendum Two, dated July 1, 2008, Addendum Three, dated May 1, 2010, Addendum Four dated January 1, 2012 Addendum Five dated February 1, 2013 and Addendum Six dated November 1, 2013 (hereinafter collectively referred to as "the Agreement") for various ground handling services performed at San Francisco International Airport, San Francisco, California (hereinafter "the Airport"), and

WHEREAS, the parties desire to amend the Agreement in certain respects,

NOW, THEREFORE, effective February 1, 2014, the Handling Company and TACA agree as follows:

1. In accordance with the San Francisco QSP for 2014, the charges under **Subparagraph 1.2.** shall be modified as follows:

Aircraft Type

A320/A319 Ramp Service Turnaround

Ramp Handling

US \$ [REDACTED] per flight

2. The charges under **Subparagraph 1.3.** shall be modified as follows:

Manpower

Ramp Supervisor
Ramp Agents/Cabin Cleaners

Hourly Rates

Regular Time
(0700-2359)

US \$ [REDACTED]
US \$ [REDACTED]

Overtime
(0001-0659)

US \$ [REDACTED]
US \$ [REDACTED]

3. Except as otherwise provided for herein, all other terms and provisions of the Agreement shall continue in full force and effect without change.

AGREED AND ACCEPTED
TACA International Airlines S.A.
(TACA)

By: _____

Title: _____

AGREED AND ACCEPTED
SERVISAIR LLC
(the Handling Company)

By: 
Matt Ellingson

Title: _____
President

AMENDMENT NO. 8 TO ANNEX B1.1
between
GLOBEGROUND NORTH AMERICA LLC
and
TACA INTERNATIONAL AIRLINES, S.A.
For
SAN FRANCISCO INTERNATIONAL AIRPORT (SFO)
valid from October 1, 2004

This Amendment No. 8 is for the purpose of revising the Handler name, the notification, and the payment terms in current contract, effective **June 1, 2014.**

CHANGES ARE AS FOLLOW:

- As agreed to by the parties, the Contract is assigned from Servisair LLC to **Swissport USA, Inc.(Handler) due to the acquisition of the Servisair companies by Swissport**

- **PARAGRAPH 24 – DURATION AND NOTIFICATION**

to the Handling Company: Roger Larreur
Senior VP of Sales
Swissport USA, Inc.
45025 Aviation Drive
Suite 350
Dulles, VA 20166
703-742-4340
Roger.larreur@swissport.com

- **PARAGRAPH 12 – SETTLEMENT**

Payments shall be sent via wire transfer to:

Bank of America
ABA No. [REDACTED]
Credit the Account of: Swissport North America, Inc.
Acct. No. [REDACTED]
Ref: Swissport USA, Inc.
Invoice Number(s): _____ *[please indicate]*

or by mail to: Swissport USA, Inc.
16540 Collections Center Drive
Chicago, IL 60693

- Signature line will change as listed below.

Except as expressly amended above, all other terms and conditions of the Annex B shall remain in full force and effect.

On behalf of:

TACA INTERNATIONAL AIRLINES S.A.

By: 

Title: Patricia Gomez
Attorney in Fact

Date: June 2, 2014

By: _____

Title: _____

Date: _____

On behalf of:

SWISSPORT USA INC.

By: 

Roger Larreur
Senior Vice President Sales & Marketing
Title: North America

Date: _____

By: _____

Steve Gomez
Title: Senior Vice President, West Region

Date: _____

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re:	:
	:
AVIANCA HOLDINGS S.A., <i>et al.</i> , ¹	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 20-11133-mg
(Jointly Administered)

**ORDER GRANTING SWISSPORT USA, INC.’S AND ITS INSURER ALLIANZ
GLOBAL CORPORATE & SPECIALTY’S MOTION FOR RELIEF FROM THE
AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)**

Upon the motion dated September 15, 2020 (“Motion”) of SWISSPORT USA, INC. (hereinafter Swissport”) and its insurer, ALLIANZ GLOBAL CORPORATE & SPECIALTY (hereinafter “Allianz”) (collectively “Movants”), by and through their attorneys, Fitzpatrick & Hunt, Pagano, Aubert, LLP, for an order, pursuant to section 362(d) of title 11 of the United States Code (the “Bankruptcy Code”) modifying the automatic stay imposed in the above captioned case by section 362(a) of the Bankruptcy Code as to Movants’ interests in legal fees owed in connection with the defense of the lawsuit filed against Movant Swissport in California state court on June 6, 2018 (the “Property”) to allow the Movants’ enforcement of their rights in, and remedies in and

¹ The Debtors in these chapter 11 cases, and each Debtor’s federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int’l Enterprises, Inc. (59- 2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia

to, the Property and for such further relief as is just and proper; and due and proper notice of the Motion having been made on all necessary parties; and the Court having held a hearing on the Motion on October 14, 2020; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing.

IT IS HEREBY ORDERED THAT:

1. Motion is granted as provided herein; and
2. the automatic stay imposed in this case by section 362(a) of the Bankruptcy Code is modified under section 362(d) of the Bankruptcy Code as to the Movants' interests in the Property and to allow the Movants enforcement of their rights in, and remedies in and to, the Property by pursuing and completing arbitration against the Debtor.

Dated: _____, 2020
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

Stephanie B. Gonzalez (Admitted *PHV*)
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*Attorneys for Swissport USA, Inc. and
its insurer Allianz Global Corporate & Specialty*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re:	:
	:
AVIANCA HOLDINGS S.A., <i>et al.</i> , ¹	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 20-11133-mg
(Jointly Administered)

CERTIFICATE OF SERVICE

I, Martha L. Rodriguez, certify that:

¹ The Debtors in these chapter 11 cases, and each Debtor's federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int'l Enterprises, Inc. (59- 2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.

1. I am a legal assistant employed by Fitzpatrick & Hunt, Pagano, Aubert LLP located at US Bank Tower, 633 West Fifth Street, 60th Floor, Los Angeles, CA 90071. I am over eighteen (18) years of age and am not a party to the above-captioned proceeding.

2. On September 15, 2020, I caused true and correct copies of the following documents to be served, on behalf of Swissport USA, Inc. and its insurer Allianz Global Corporate & Specialty, on the service lists attached hereto as **Exhibit A** and **Exhibit B** in the manner specified therein:

- Notice of Hearing on Swissport USA, Inc.'s and its insurer Allianz Global Corporate & Specialty's Motion for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d);
- Swissport USA, Inc.'s and its insurer Allianz Global Corporate & Specialty's Memorandum of Law in Support of Motion for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d);
- Declaration of Stephanie B. Gonzalez in Support of Swissport USA, Inc.'s and its insurer Allianz Global Corporate & Specialty's Motion for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d) with Exhibits A and B annexed thereto; and,
- Proposed Order Granting Swissport USA, Inc.'s and its insurer Allianz Global Corporate & Specialty's Motion for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d).

Dated: September 15, 2020

/s/ Martha L. Rodriguez
Martha L. Rodriguez

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5 Largest prepetition secured lenders	Banco De Bogota New York Agency (in its capacity as Agent)	gonza1@bancodebogota.com.co
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and Administrative Agent and JPA No. 152 Co., Ltd., JPA No. 151 Co., Ltd., JPA No. 159 Co., Ltd., and JPA No. 160 Co., Ltd.; ORIX Aviation Systems Limited; Barings LLC, as Investment Advisor for Massachusetts Mutual Life Insurance Company and YF Life Insurance International Limited; DekaBank Deutsche Girozentrale; AerCap Ireland Limited; MEMBERS Capital Advisors, Inc. as Investment Advisor for CMFG Life Insurance Company; Zephyrus Capital Aviation Partners 2018-1 Ltd; Woori Bank, Tokyo Branch; Siemens Financial Services Inc.; MUFG Bank, Ltd.; KEB Hana Bank, Tokyo Branch; The Korea Development Bank, PCAM ISSUANCE III S.A., acting in respect of its Compartment BER_USD_001, PCAM ISSUANCE III S.A., acting in respect of its Compartment PCAD_USD_001 in relation to Series PCAD_USD_001-A Limited Recourse Secured Loan Asset-Linked Securities, and PCAM ISSUANCE III S.A., acting in respect of its Compartment PCAD_USD_001 in relation to Series PCAD_USD_001-B Limited Recourse Secured Loan Asset-Linked Securities; New York Life Insurance Company and NYL Investors LLC, as Investment Manager on behalf of New York Life Insurance and Annuity Corporation and New York Life Insurance and Annuity Corporation Institutionally Owned Life Insurance Separate Account (BOLI 30C)	Vedder Price PC	DLipke@VedderPrice.com; DKane@VedderPrice.com

Description	Name	Email
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EXHIBIT B

Via First Class Mail

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