

COMMUNICATIONS DUCT BANK AGREEMENT

This COMMUNICATIONS DUCT BANK AGREEMENT (the "Agreement") is made as of _____, 2021 ("Effective Date"), by and between Clark County, a political subdivision of the State of Nevada, on behalf of its Department of Aviation ("County"), and LASFUEL Corporation, a Nevada corporation ("LASFUEL"; County and LASFUEL are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, LASFUEL intends to construct, own and operate a single 4" fiber optic duct bank conduit (the "Duct Bank") with three innerducts (including the fibers contained therein and associated splicing connections that are part of the fiber optic communication system running through the innerducts, the "Innerducts" and each an "Innerduct") located on, in part, certain County property at McCarran International Airport (the "Airport") as more particularly described or depicted in **Exhibit A** attached hereto;

WHEREAS, each of the Innerducts (as divided into one or more sections) will carry fiber optic lines for communications, CCTV and related uses specifically in support of fueling, security and aviation-related operations at the Airport;

WHEREAS, County desires to obtain the right to use one Innerduct (the "County Innerduct") and LASFUEL desires to grant County the right to use the County Innerduct upon the terms and conditions set forth below; and

WHEREAS, the Parties desire that County serve as the manager of the Communications Duct Bank System (as hereinafter defined) and, among other things, provide maintenance services for the Communications Duct Bank System upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CERTAIN DEFINITIONS

1.1 The following terms shall have the stated definitions in this Agreement.

(a) "Communications Duct Bank System" means the Duct Bank, Innerducts and associated property and appurtenances needed for or related to the operation thereof located within the boundaries of the Airport including, without limitation, any pull boxes to provide access to the Duct Bank or Innerducts and the depiction of the Duct Bank in **Exhibit A**. For the avoidance of doubt, the Communications Duct Bank System shall not include the South Portal Duct Bank.

(b) "Impositions" means all taxes, fees, tolls, levies, imposts, duties, charges or withholdings of any nature, together with any penalties, fines or interest thereon arising out of the transactions contemplated by this Agreement and imposed upon the

Communications Duct Bank System by any federal, state or local government or other public authority.

(c) “Revocable License Agreement” means the Revocable License and Maintenance Agreement between LASFUEL and the County dated on or about December 18, 2018, recorded with the Clark County Recorder on or about January 22, 2019, as instrument number 20190122-000187 and re-recorded with the Clark County Recorder on or about April 8, 2021, as instrument number 20210408-0001249, as such agreement may be amended, modified, restated or replaced from time to time.

(d) “South Portal Duct Bank” means the duct bank, innerducts and associated property and appurtenances owned by the County and running from the South Portal Building to Communications Duct Bank System as depicted on **Exhibit C** attached hereto.

2. OWNERSHIP AND INSTALLATION OF FIBER OPTIC SYSTEM

2.1 The Parties hereby agree that LASFUEL shall be the owner of the Communications Duct Bank System. Accordingly, LASFUEL shall, at its sole cost and expense, furnish all labor, equipment, and materials for the construction and installation of the Communications Duct Bank System including, without limitation, the purchase and installation of the initial run of one (1) 48-strand fiber for the County Innerduct which shall commence at the County’s South Portal Building and terminate in the West Side Fuel Farm Electrical Building (the “County Fiber Optic Line”) as depicted on **Exhibit B** attached hereto. The construction and installation of the Communications Duct Bank System by LASFUEL will be performed in accordance with the terms and conditions of the Revocable License Agreement. The County Innerduct will be specifically identified by LASFUEL and LASFUEL will use reasonable efforts to ensure the Innerduct assignments will be consecutive in count.

2.2 LASFUEL shall also furnish the labor, equipment and materials for the construction and installation of the initial run of one (1) 48-strand fiber for the County Innerduct which shall commence at the County’s South Portal Building and terminate at the pull box proximate to the new Custom and Border Protection facility currently in development at the Airport as depicted on **Exhibit C** attached hereto (the “Customs Fiber Optic Line”). Upon completion of the County Fiber Optic Line and Customs Fiber Optic Line and acceptance thereof by County, County will reimburse LASFUEL for all of the costs to construct and install the County Fiber Optic Line and Customs Fiber Optic Line in an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00) unless any additional amounts are approved by County, at County’s sole determination, in writing. LASFUEL shall submit a written reimbursement request to County and provide copies of all invoices directly related to the County Fiber Optic Line and Customs Fiber Optic Line with copies of LASFUEL (or its agents) checks showing that such payments have been made to the related contractors and/or vendors. County will have thirty (30) days to review the reimbursement request and all associated documentation. Upon acceptance of the County Fiber Optic Line and Customs Fiber Optic Line, reimbursement will be paid to LASFUEL in one lump sum payment. Upon completion, LASFUEL shall provide County with copies of all design documents and as-built drawings of the County Fiber Optic Line and Customs Fiber Optic Line in LASFUEL’s possession or control and transfer ownership of the County Fiber Optic Line and Customs Fiber Optic Line to County. LASFUEL shall thereafter have no further responsibility for

maintenance or repair of the South Portal Duct Bank with the exception of items related to the County Fiber Optic Line and Customs Fiber Optic Line that are covered under a construction warranty period.

3. GRANT OF COUNTY INNERDUCT LICENSE

3.1 LASFUEL hereby grants to County an exclusive right to use the County Innerduct for the purpose of operating and maintaining fiber optic lines for communications, CCTV and related uses specifically in support of security and/or aviation-related operations at the Airport (the “County Innerduct License”); provided that the County Innerduct License granted hereunder (i) does not provide County with any ownership interest in the Communications Duct Bank System; (ii) is subject to the terms and conditions of the Revocable License Agreement; and (iii) is subject to the terms and conditions set forth herein including, without limitation, the use restrictions set forth in Section 8 below.

4. CONSIDERATION FOR COUNTY INNERDUCT LICENSE

4.1 LASFUEL’s agreement to construct and install the Communications Duct Bank System and to provide the County with the County Innerduct License is in exchange for and subject to the County’s obligation to provide the management and maintenance services for the Communication Duct Bank System as described herein.

5. TERM

5.1 Except as otherwise provided herein, this Agreement shall become effective as of the Effective Date and shall continue in effect until the expiration or termination of the Revocable License Agreement (the “Agreement Term”).

6. SYSTEM CONNECTION

6.1 Subject to the provisions herein, LASFUEL shall hand off the County Innerduct at the end points and any intermediate point locations as designated by written mutual agreement of the Parties. County may access and interconnect with the County Innerduct at each segment end point and any intermediate point location as designated by written mutual agreement of the Parties. All connections shall be performed by County (subject to the consent of LASFUEL, not to be unreasonably withheld), at County’s sole cost and expense and in accordance with industry accepted practices, provided however, that LASFUEL shall connect the County Fiber Optic Line and Customs Fiber Optic Line to the Communications Duct Bank System as contemplated by Sections 2.1 and 2.2 and **Exhibits B and C**.

7. MAINTENANCE AND REPAIR OF THE SYSTEM

7.1 County shall be the manager of the Communications Duct Bank System and shall, at its sole cost and expense perform, either directly or through a third-party vendor, maintenance of the Communications Duct Bank System in accordance with the provisions of this Section 7, provided however, that LASFUEL shall be responsible for the cost of (i) maintaining and repairing the fiber and any other elements within the Innerducts, excluding the County Innerduct, and (ii) repairing

any damage to the Communications Duct Bank System caused by LASFUEL, its contractors or its other agents (collectively, the “LASFUEL Repair Obligations”). The words and terms used in this Section 7 having well-known technical or trade meanings shall be so construed, except that any word or term expressly defined herein shall be construed as expressly defined.

7.2 Routine Maintenance. County shall provide, either directly or through a third party vendor, routine route surveillance, cable locates, “Call Before You Dig” service, encroachment monitoring, easement and permit administration, patrol of the Communications Duct Bank System, maintenance of sign posts and pull boxes, assignment of fiber maintenance technicians to locations along the route of the Duct Bank within the boundaries of the Airport and general preventive maintenance of the Communications Duct Bank System (collectively, “Routine Maintenance”), provided however, that Routine Maintenance shall not include any LASFUEL Repair Obligations. County will deliver to LASFUEL any notification that is received by County regarding road, runway or taxiway moves, utility work, and the like that could affect the Communications Duct Bank System. County shall incur and pay all expenses including overhead incurred by County to perform any Routine Maintenance.

7.3 Emergency Response Maintenance. County, either directly or through a third party vendor, shall cause its maintenance personnel to be available for dispatch for emergency maintenance 24 hours a day, 7 days a week, 365 days a year. If County is required to immediately perform emergency maintenance on the Communications Duct Bank System in response to any actual or threatened failure, interruption or impairment in the operation of the Communications Duct Bank System (“Emergency Response Maintenance”), County shall use commercially reasonable efforts to cause its maintenance personnel to be at the site requiring such Emergency Response Maintenance no more than four (4) hours after the request is made by LASFUEL, and communications restored as soon as reasonably possible, but in no event later than twenty four (24) hours. County shall repair traffic-affecting discontinuity within a commercially reasonable time period after County’s representatives’ arrival at the affected site. County will maintain a stock of repair kits to effect timely repairs. County shall incur and pay all expenses including overhead incurred by County to perform any Emergency Maintenance. In no event, however, shall any LASFUEL Repair Obligations constitute Emergency Response Maintenance.

7.4 Demand Maintenance. If LASFUEL requests County to perform maintenance and/or engineering services reasonably required with respect to the Communications Duct Bank System, and which is other than Emergency Response Maintenance or any LASFUEL Repair Obligations (“Demand Maintenance”), County, either directly or through a third party vendor, shall perform the Demand Maintenance and/or engineering services within a reasonable period of time, which is mutually agreed upon by the parties, after receiving the request. County shall incur and pay all expenses including overhead incurred by County to perform any Demand Maintenance.

7.5 In connection with the performance of maintenance in accordance with this Section 7, County shall exercise a reasonable degree of care and skill. In connection with performing any Emergency Response Maintenance, County will use its commercially reasonable efforts to correct any degradations, failures or interruptions in service as soon as reasonably possible after learning of their occurrence.

7.6 Routine Maintenance or Demand Maintenance that is reasonably expected to produce any signal discontinuity must be coordinated between the Parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. The intent of the Parties is to avoid such work during high-traffic periods. County shall reasonably attempt to notify LASFUEL in writing at least fourteen (14) calendar days prior to the date in connection with any Routine Maintenance and as soon as reasonably possible after becoming aware of the need for Emergency Response Maintenance. LASFUEL shall have the right to be present during the performance of any Routine Maintenance or Emergency Response Maintenance to the extent that this requirement does not interfere with County's ability to perform its obligations under the Agreement.

7.7 If County fails to perform any Routine Maintenance or Demand Maintenance required under this Agreement for thirty (30) days after receiving notice from LASFUEL requesting such Routine Maintenance or Demand Maintenance be performed, LASFUEL may perform such Routine Maintenance or Demand Maintenance and County will reimburse LASFUEL for the costs and expenses incurred by LASFUEL with respect thereto within five (5) days of written demand. If County fails to perform any Emergency Maintenance as required under Section 7.3 above, LASFUEL may perform such Emergency Maintenance and County will reimburse LASFUEL for the reasonable costs and expenses incurred by LASFUEL with respect thereto within five (5) days of written demand.

8. USE OF SYSTEM

8.1 Under no circumstances shall County utilize the County Innerduct, or allow others to utilize the County Innerduct, for any unlawful purpose or in a way that interferes in any way with or adversely affects LASFUEL's use of its Innerducts or the Communications Duct Bank System.

8.2 Notwithstanding any provision in this Agreement to the contrary, County shall have the right to sublicense the County Innerduct subject to the prior consent of LASFUEL which shall not be unreasonably withheld, on condition that: (a) County's sublicense is part of County's governmental public use, (b) such sublicensee is not directly using such sublicense for any private or commercial benefit or enterprise; and (c) any fees or charges to any such sublicensee are lawful, usual and customary fees and charges made by a municipal entity in the State of Nevada.

8.3 Except as expressly set forth herein, County agrees and acknowledges that it has no right to use any Innerducts other than the County Innerduct, and that it shall keep the Communications Duct Bank System free from any liens, rights or claims of any third party that adversely affects or impairs LASFUEL'S use of the Communications Duct Bank System. Further, County shall not use the Communications Duct Bank System for any purpose other than permitted hereunder with respect to the County Innerduct and providing the maintenance services described in Section 7 above.

8.4 The Parties shall promptly notify each other of any matters pertaining to any known damage or impending damage to or loss of the Communications Duct Bank System.

8.5 County and LASFUEL each agree to employ commercially reasonable efforts to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder imposed by any governmental or regulatory agency or authority.

9. LIMITATION OF LIABILITY

9.1 THE WARRANTIES CONTAINED IN SECTIONS 17.1 AND 17.2 OF THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS, OF ANY KIND WHATSOEVER.

10. TAXES, FEES AND OTHER GOVERNMENTAL IMPOSITIONS

10.1 County and LASFUEL shall be separately responsible for and shall pay any and all Impositions, expressly or implicitly imposed upon, based upon, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued due to its respective use of the Communications Duct Bank System, if any.

10.2 In the event that a withholding, sales, use, value added, excise, value added services or other United States, foreign tax or Imposition is assessed on the County Innerduct provided to County under this Agreement and County is not exempt from paying such, County will pay directly or otherwise reimburse LASFUEL for such taxes, as well as any applicable interest and penalties (if interest and penalties are assessed as a result of County's failure to pay); provided LASFUEL provides written notice of such assessment to County, to the extent such assessment is delivered to LASFUEL, either (i) within five (5) days of LASFUEL's receipt thereof or (ii) not less than thirty (30) days prior to the due date of such assessment. To the knowledge of the Parties as of the Effective Date, no withholding, sales, use, value added services or other United States, foreign tax or Imposition will be assessed or begin to accrue with respect to the Innerducts when the Communications Duct Bank System is placed into service. The Parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances, and shall provide and make available to each other any resale certificates, information regarding out-of-state or country use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party.

11. NOTICE, CONFLICT WITH REVOCABLE LICENSE AGREEMENT

11.1 Unless otherwise provided herein, notices and communications concerning this Agreement shall be addressed to each of the Parties in the manner set forth in the Revocable License Agreement.

11.2 If the terms and conditions of this Agreement shall conflict with the terms and conditions of the Revocable License Agreement, the terms and conditions of this Agreement shall control.

12. DEFAULT

12.1 A Party shall be in default under this Agreement thirty (30) days after the other Party shall have given written notice of a breach of a material provision of this Agreement unless the defaulting Party shall have cured such breach or such breach is otherwise waived in writing within such thirty (30) day period. Events of default also shall include, but not be limited to, the making by a Party of a general assignment for the benefit of its creditors, the filing of a voluntary petition in bankruptcy or the filing of a petition in bankruptcy or other insolvency protection against a Party which is not dismissed within ninety (90) days thereafter, or the filing by a Party of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution, or similar relief. Any event of default by a Party may be waived under the terms of this Agreement at the other Party's option. Upon the failure by a Party to cure any default within thirty (30) days after notice thereof, the other Party may (i) take such lawful action as it determines, in its sole discretion, to be reasonably necessary to correct the default; (ii) terminate this Agreement (subject to the terms set forth below in the remainder of this paragraph); and/or (iii) pursue any remedies it may have under applicable law or principles of equity relating to such default. Notwithstanding the foregoing, in the event (a) a Party fails to cure any default within thirty (30) days after notice thereof and the other Party desires to terminate this Agreement, the other Party shall give another written notice to the defaulting Party stating that this Agreement shall terminate in no less than thirty (30) days following such additional notice (an "Agreement Termination Notice"), provided however, that such Agreement Termination Notice shall not be effective and this Agreement shall not be terminated if the defaulting Party either cures such default within thirty (30) days of such Agreement Termination Notice or commences to cure such default within thirty (30) days following such Agreement Termination Notice and continues to diligently cure such default in good faith until such default is cured, provided however, that in no event shall the defaulting Party have longer than ninety (90) days following such Agreement Termination Notice to cure such default; and (b) County fails to cure any default within thirty (30) days after notice thereof and LASFUEL desires to terminate the County Innerduct License and County's use of the County Innerduct, LASFUEL shall give another written notice to County stating that the County Innerduct License and County's use of the County Innerduct shall terminate in no less than thirty (30) days following such additional notice (a "County Innerduct Termination Notice"), provided however, that such County Innerduct Termination Notice shall not be effective and the County Innerduct License and County's use of the County Innerduct shall not be terminated if County either cures such default within thirty (30) days of such County Innerduct Termination Notice or commences to cure such default within thirty (30) days following such County Innerduct Termination Notice and continues to diligently cure such default in good faith until such default is cured, provided however, that in no event shall County have longer than ninety (90) days following such County Innerduct Termination Notice to cure such default.

13. TERMINATION

13.1 Except as otherwise stated in this Agreement, upon termination or expiration of this Agreement pursuant to the terms hereof, the County Innerduct License shall immediately terminate and all rights of County to use the County Innerduct and the Communications Duct Bank System

shall cease and, except as set forth below, neither Party shall owe the other Party any additional duties or consideration with respect to the Innerducts or the System.

13.2 Notwithstanding the foregoing or anything else to the contrary, no termination or expiration of this Agreement shall affect the rights or obligations of any Party hereto (i) with respect to any then existing defaults or the obligation to make any payment hereunder due or owing prior to the date of termination or expiration, (ii) pursuant to Sections 2.2, 9, 10, or 18 herein, or (iii) pursuant to any other terms or provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties, which terms or provisions shall survive the expiration or termination hereof, including, without limitation, the making of any and all payments due hereunder.

14. FORCE MAJEURE

14.1 Neither Party shall be in default under this Agreement to the extent that any delay in such Party's performance is caused by any of the following conditions, and such Party's performance shall be excused and extended during the period of any such delay: act of God; fire; flood; material shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefor; lack of or delay in transportation; war or civil disorder; and/or work stoppages beyond the commercially reasonable control of such Party; provided that the Party claiming relief under this Section shall promptly notify the other in writing of the existence of the event relied on and the cessation or termination of said event. The Party claiming relief under this Section shall exercise reasonable efforts to minimize the time for any such delay.

15. WAIVER

15.1 The failure of either Party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver of any term or condition of this Agreement. The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Parties.

16. ASSIGNMENT

16.1 Except as expressly set forth herein, including without limitation County's rights under Section 8.2 of this Agreement, neither Party shall assign, encumber or otherwise transfer this Agreement or its rights or obligations hereunder to any other person or entity without express prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding this provision, each Party shall have the right, without the other Party's consent, to assign or otherwise transfer this Agreement to an affiliate of such Party or to the acquirer of all or substantially all of the assets or stock of such Party, provided that within thirty (30) days following any such assignment or transfer such Party shall give the other Party written notice identifying the assignee or transferee.

16.2 This Agreement and each of the Parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns. This Agreement provides no rights to any person or entity other than the Parties to this Agreement or their permitted successors and assigns.

17. REPRESENTATIONS AND WARRANTIES

17.1 Each Party represents and warrants that: (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; (b) it has taken all requisite corporate or county action to approve the execution, delivery and performance of this Agreement; (c) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; (d) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body; and (e) it will not intentionally or knowingly take any action designed to harm or degrade the performance of the Innerducts or the Communications Duct Bank System.

17.2 LASFUEL MAKES NO WARRANTIES OTHER THAN THOSE WHICH ARE EXPRESSLY SET FORTH HEREIN AND COUNTY WAIVES ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. ADDITIONAL PROVISIONS

18.1 Entire Agreement, Amendment. This Agreement, together with the attached Exhibits, constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. This Agreement and the Exhibits may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each Party.

18.2 Relationship of the Parties. The relationship between LASFUEL and County shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including but not limited to federal and state income tax purposes. LASFUEL and County, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.3 Severability. If any term, covenant or condition contained herein shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to

any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

18.5 Third Party Warranties. If any maintenance or repairs to the Communications Duct Bank System are required as a result of a breach of any warranty made by any manufacturers, contractors or vendors, LASFUEL may pursue any remedies it may have against such manufacturers, contractors or vendors.

18.6 Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. This Agreement has been fully negotiated between and jointly drafted by the Parties.

18.7 Governing Law, Venue. The laws of the State of Nevada govern the interpretation, validity, performance, and enforcement of this Agreement. Venue for any action under this Agreement is in Clark County, Nevada.

18.8 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of County or LASFUEL shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not. Nothing in this Agreement is intended to provide any legal rights to anyone not a Party to this Agreement.

18.9 Time is of the Essence. All actions, activities, consents, approvals and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Section the normal standards of performance within the telecommunications industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and in confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the Effective Date:

COUNTY:

Clark County, Department of Aviation, a political subdivision of the State of Nevada

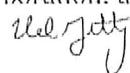
By: _____

Print Name: _____

Title: _____

LASFUEL:

LASFUEL Corporation, a Nevada corporation

By: _____  Digitally signed by Nolan Getty
DN: cn=Nolan Getty, o=nc,
email=nolan.getty@wnco.com,
c=US
Date: 2021.09.20 09:41:17 -0500

Print Name: Nolan Getty

Title: President

APPROVED AS TO FORM:

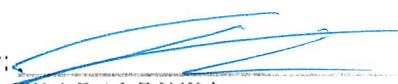
By: 
TIM BALDWIN
Deputy District Attorney

EXHIBIT A

[See Attached]



West Side Fuel Farm

Exhibit A
Clark County Department of Aviation
ERP/GIS Division

●●● Duct Bank



Date: 8/12/2021
Note: The information portrayed is for display purposes only. No liability is assumed to the accuracy of the data delineated hereon.

Paradise Rd

Airport Connector

E Summit Rd

E Reno Ave

Haven St

Giles St

E All Bahra Ln

E Mandibay Blvd

Haven St

Four Seasons Dr

E Dewey Dr

S Las Vegas Blvd

EXHIBIT B

[See Attached]

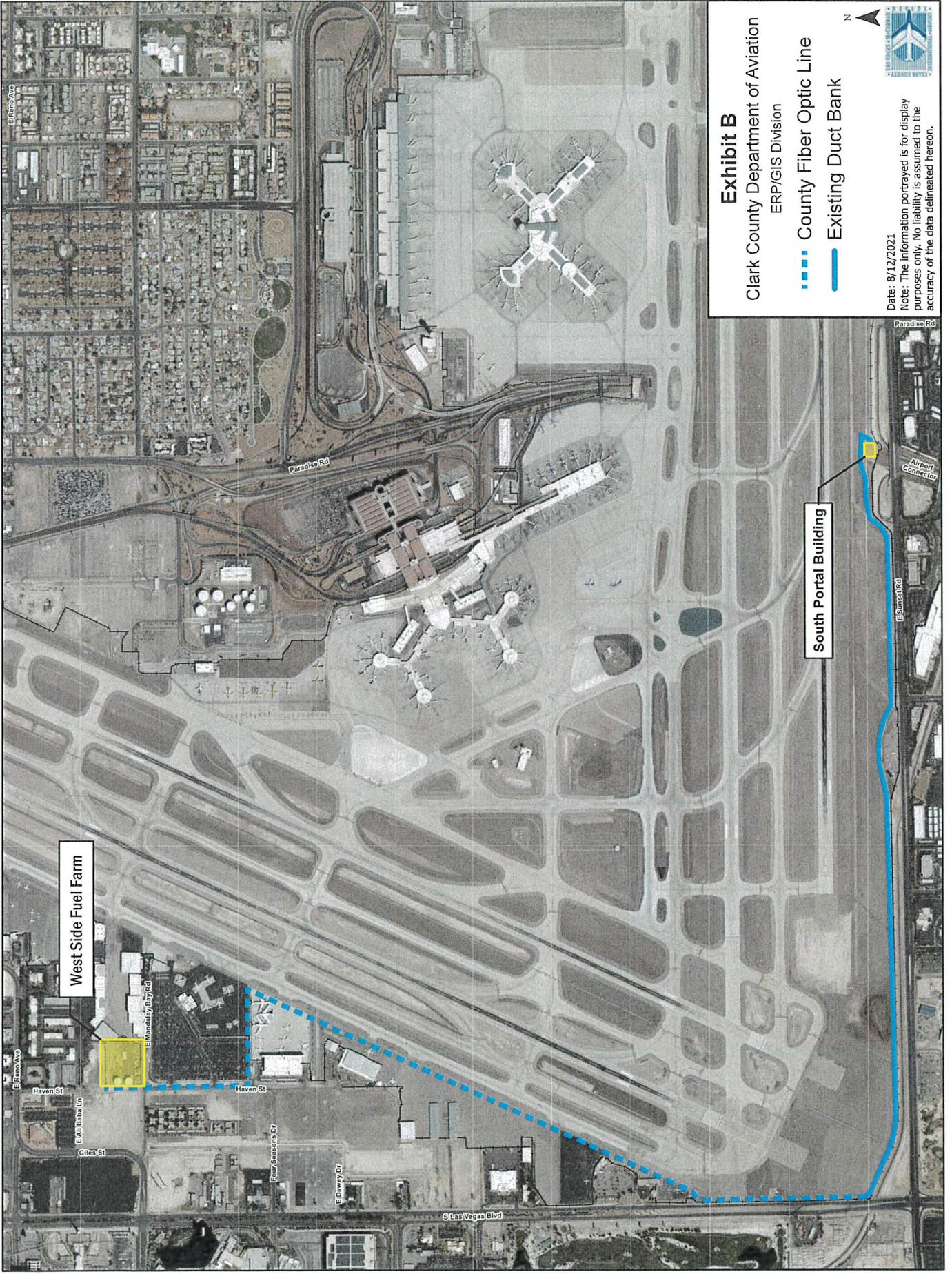


Exhibit B

Clark County Department of Aviation
ERP/GIS Division

- - - County Fiber Optic Line
- Existing Duct Bank



Date: 8/12/2021

Note: The information portrayed is for display purposes only. No liability is assumed to the accuracy of the data delineated hereon.

West Side Fuel Farm

South Portal Building

E Reno Ave

E Reno Ave

Haven St

E All Baba Ln

Gilco St

E Manahua Bay Rd

Four Seasons Dr

E Dewey Dr

S Las Vegas Blvd

Paradise Rd

Paradise Rd

Airport Connector

E Sunset Rd

EXHIBIT C

[See Attached]



Exhibit C

Clark County Department of Aviation
ERP/GIS Division

- - - CBP Fiber Optic Line
- Existing Duct Bank



Date: 8/13/2021

Note: The information portrayed is for display purposes only. No liability is assumed to the accuracy of the data delineated hereon.

Planned pull box location for future tie-in location for new CBP office

Future CBP Location

South Portal Building

Paradise Rd

Airport Connector

E Summit Rd

E Reno Ave

Haven St

E All Baba Ln

E Mandabuy Bay Rd

Haven St

Four Seasons Dr

E Dewey Dr

S Las Vegas Blvd

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 88 employed by operator (Swissport Fueling)						
Corporate/Business Entity Name: LASFUEL CORPORATION						
(Include d.b.a., if applicable)						
Street Address:		P.O. Box 11065		Website: n/a		
City, State and Zip Code:		Las Vegas, NV 89111-1065		POC Name: Nolan Getty Email: Nolan.Getty@wnco.com		
Telephone No:		214-792-7504		Fax No: 214-792-4982		
Nevada Local Street Address: (If different from above)		575 Kitty Hawk Way		Website: n/a		
City, State and Zip Code:		Las Vegas, NV 89111		Local Fax No: (see above)		
Local Telephone No:		(see above)		Local POC Name: Ronald Crowl Email: Ronald.Crowl@swissport.com		

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

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

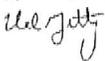
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Nolan Getty	President/Board Member	0
John Trozzo	Vice-President/Board Member	0
Olivia Datoc	Treasurer	0
Chris DeMent	Secretary	0

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

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

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Digitally signed by Nolan Getty
 DN: cn=Nolan Getty, o=wnco, email=nolan.getty@wnco.com, c=US
 Date: 2021.09.20 09:47:25 -0500

 Signature

 President

 Title

Nolan Getty

 Print Name

 September 16, 2021

 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For County Use Only:

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

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative