

CONSENT TO ASSIGNMENT

This Consent to Assignment ("Consent") is made by Clark County, a political subdivision of the State of Nevada ("County"). Under this Consent, County hereby consents to the Assignment and Assumption of Lease Agreement ("Assignment"), attached hereto as Exhibit "1" and incorporated by reference herein, between **COMMERCIAL 9-12 AVIATION, LLC** ("Assignor"), and **1410-1420 HND LLC, JOHNNY A. RIBEIRO, JR. FAMILY TRUST DATED FEBRUARY 11, 1994, as amended, and LDR FARMS, LLC** ("Assignee"), under the terms stated in the Assignment.

This Consent shall not be deemed a waiver of any default. This Consent shall not be deemed consent to any future or subsequent assignment, sublease, mortgage, pledge or encumbrance of the Lease Agreement referenced in the Assignment.

Dated this _____ Day of _____, 2021.

COUNTY OF CLARK, LESSOR

BY: _____
ROSEMARY A. VASSILIADIS
Director of Aviation

APPROVED AS TO FORM:
Deputy District Attorney

BY: _____



TIM BALDWIN

EXHIBIT "1"

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement ("Assignment Agreement") dated as of the ____ day of _____, 2021 (the "Effective Date") is made by and between Commercial 9-12 Aviation, LLC, a Delaware limited liability company ("Assignor"), and 1410-1420 HND LLC, a Nevada limited liability company, Johnny A. Ribeiro, Jr. Family Trust dated February 11, 1994, as amended, and LDR Farms, LLC (collectively the "Assignee").

RECITALS

A. Assignor and Clark County, a political subdivision of the State of Nevada ("Landlord"), are parties to that certain Lease Agreement dated as of January 18, 2005, as amended February 19, 2008, as assigned August 20, 2013, and as amended December 16, 2014 (the "Lease Agreement"), a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference and made a part hereof.

B. Assignor and Assignee are parties to that certain Hangar Purchase Agreement and Joint Escrow Instructions dated April 16, 2021 (the "Hangar Purchase Agreement"), and Assignor has agreed to assign all of its right, title, and interest in and to the Lease Agreement and the Premises to Assignee, on the terms and conditions set forth herein.

C. Assignor desires to assign the Lease Agreement and transfer exclusive occupancy and control of the Premises to Assignee, and Assignee desires to take exclusive possession and occupancy of the Premises from Assignor and assume the Lease Agreement, subject to the terms and conditions of the Lease Agreement and this Assignment Agreement.

D. Landlord has consented to the assignment and assumption of the Lease Agreement by Assignor and Assignee as reflected in that certain Consent to Assignment dated _____, 2021, which was approved by the Board of County Commissioners on _____, 2021.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing recitals, which are incorporated herein by this reference, and the provisions set forth below, the parties to this Assignment Agreement hereby agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated as if fully set forth herein. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Lease Agreement.

2. Assignment and Assumption. As of the Effective Date:

(a) Assignor hereby grants, conveys, assigns, releases, and transfers to Assignee, all of Assignor's right, title, and interest as tenant in, to, and under the Lease Agreement, to have and to hold the same unto Assignee and Assignee's legal representatives, heirs, or successors and assigns forever; and

(b) Assignee hereby accepts and assumes all of the rights, obligations, and duties of the tenant under the Lease Agreement for the Term of the Lease Agreement as though Assignee was the original tenant under the Lease Agreement and accepts possession of the Premises from Assignor.

3. Covenants.

(a) Assignor's Covenants. Assignor, as of the Effective Date, covenants to deliver exclusive possession and use of the Premises to Assignee, including, without limitation, all of Assignor's right, title, and interest (subject, however, to those rights of Landlord established in the Lease Agreement, if any) in and to all leasehold improvements, fixtures, and furnishings in or appurtenant to the Premises which are owned by Assignor (collectively, the "Leasehold Improvements"). In addition, Assignor covenants:

(i) that it will be solely responsible for all liabilities, terms, obligations, commitments, indemnities and duties under the Lease Agreement that pre-date the Effective Date.

(b) Assignee's Covenants. Assignee, as of the Effective Date, covenants for the benefit of Assignor throughout the Term of the Lease Agreement to keep, observe, perform, and discharge each and every one of the obligations and duties of the tenant under the Lease Agreement, including all liabilities, terms, obligations, commitments, and indemnities. In particular, Assignee covenants:

(i) that there shall be no further assignment of the Lease Agreement, nor any subletting of all or any portion of the Premises demised under the Lease Agreement except as permitted by the Lease Agreement;

(ii) to obtain and keep in force all insurance policies required to be maintained by tenant pursuant to the Lease Agreement and to provide to Landlord (with a copy to Assignor) the certificates of insurance satisfying the requirements of the Lease Agreement;

(iii) to indemnify, defend and hold harmless the Landlord from and against any liability, claims, demands, causes of action, injuries, attorney's fees, costs arising out of or relating to this Assignment Agreement;

(iv) that it understands that the original terms and conditions of the Lease Agreement that are in effect as of the date of this Assignment Agreement shall remain unchanged and that any additional terms must be requested in writing and may be granted at the sole discretion of the Landlord or its Designated Representative;

(v) that it understands that the Landlord has not made any express or implied oral or written representation or promise that future assignments will be approved, that Assignee will enjoy financial success in operating any business on the Premises, or that Landlord will grant an extension of the term or enter into any other modification of the Lease Agreement; and

(vi) represents and warrants that it has not failed to disclose to Landlord any information, which if known by the Landlord, might provide grounds for the Landlord to reasonably withhold its consent to the assignment of the Lease Agreement to Assignee.

(c) Assignor and Assignee hereby covenant that they shall, at any time and from time to time, make, execute, acknowledge, and deliver to the other party, its successors and assigns, such further acts, conveyances, assignments, notices, transfers, or assurances as may be reasonably necessary in order to effectuate and confirm the assignment and assumption set forth in Section 2 above, or for facilitating the performance of the terms of this Assignment

Agreement, provided that doing so shall not result in any additional cost or liability to the non-requesting party.

4. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee the following information with respect to the Lease Agreement and agrees that Assignee may rely upon the same:

(a) The Lease Agreement is in full force and effect and has not been modified or amended, except pursuant to written amendments or modifications as attached in Exhibit A;

(b) There is no default by Assignor under the Lease Agreement and no event has occurred that, with the passage of time or the giving of notice, or both, would constitute a default by Assignor under the Lease; and

(c) That Assignor has not failed to disclose to Landlord any information, which if known by the Landlord, might provide grounds for the Landlord to reasonably withhold its consent to the assignment of the Lease Agreement to Assignee.

5. No Representation regarding Condition of Premises or Building. Assignee specifically acknowledges and agrees that Assignor shall tender, and Assignee shall acquire and accept, possession of the Premises and the Leasehold Improvements associated therewith as of the Effective Date on an "AS IS WITH ALL FAULTS" basis as of such date. Neither Assignor nor any of its officers, directors, employees, representatives, or agents is making any representation or warranty, either express or implied, to Assignee regarding the Assignor's rights, title, or interest in the Premises and the Leasehold Improvements, or the physical or legal condition of any of them.

6. Assignor's Indemnification of Assignee. Assignor shall defend, protect, indemnify, and hold Assignee harmless from and against any and all liabilities, obligations, claims, losses, costs, damages, or expenses (including court costs and reasonable attorneys' fees) arising from or relating to (i) the failure of Assignor to have fully performed all of its obligations as tenant under the Lease Agreement prior to the Effective Date, including, without limitation, all charges which may have become due pursuant to the provisions of the Lease Agreement, as rental or otherwise, prior to the Effective Date, (ii) brokerage commissions due Tony Castrignano of Sky Mesa Realty up to three percent (3%) of the purchase price or brokerage commissions due any party under contract with the Assignor; and (iii) any inaccuracy in, the breach of, or the failure to fulfill any representation, warranty, covenant or agreement made by Assignor in the Hangar Purchase Agreement.

7. Assignee's Indemnification of Assignor. Assignee shall defend, protect, indemnify, and hold Assignor harmless from and against any and all liabilities, obligations, claims, losses, costs, damages, or expenses (including court costs and reasonable attorneys' fees) arising from or relating to (i) the failure of Assignee to fully perform all of its obligations as tenant under the Lease Agreement from and after the Effective Date, including, without limitation, all charges which may have become due pursuant to the provisions of the Lease Agreement, as rental or otherwise, from and after the Effective Date, (ii) all costs and expenses resulting from Assignee's failure to timely surrender the Premises in the condition required by the Lease Agreement upon the expiration or earlier termination of the Term, from and after the Effective Date, (iii) any and all claims for brokerage commissions that may be due any party under contract with the Assignee, and (iv) any inaccuracy in, the breach of, or the failure to fulfill any representation, warranty, covenant or agreement made by Assignor in the Hangar Purchase Agreement.

8. Assignor's Rights on Assignee's Default Under the Lease Agreement. Assignee shall deliver to Assignor within three (3) business days after Assignee's receipt thereof, or delivery thereof by

Assignee, a copy of any default notice received from or delivered to Landlord under the Lease Agreement. Assignee agrees that in the event that Assignee defaults in any of its obligations under the Lease Agreement and demand is made upon Assignor by Clark County to perform or cure such obligations, Assignor shall have the right, but not the obligation, to perform or cure such obligations. In the event Assignor elects to perform or cure such obligations, Assignor shall be entitled to pursue the indemnification obligations set forth under Section 7 against Assignee for all sums expended by Assignor to perform or cure such obligations that are in default.

9. Notices. From and after the Effective Date, notices to the Assignor and Assignee under this Assignment Agreement shall be given in accordance with Section 4.4 of the Lease and shall be addressed, respectively, to:

Assignor:

Commercial 9-12 Aviation, LLC
999 Corporate Drive, Suite 215
Ladera Ranch, CA 92694
Attn: Aaron Murray, Senior Vice President, G8 Capital

Assignee:

1410-1420 HND LLC
195 E. Reno Avenue, Suite A
Las Vegas, NV 89119
Attn: Dan Laliberte

10. Miscellaneous.

(a) Each party represents and warrants to the other that it has full power and authority to execute and fully perform its obligations under this Assignment Agreement (and Assignee further represents and warrants that it has full power and authority to fully perform its obligations under the Lease Agreement) pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Assignment Agreement on behalf of such party are duly designated agents and are authorized to do so.

(b) This Assignment Agreement may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which, taken together, shall constitute one and the same instrument.

(c) This Assignment Agreement will be binding upon and inure to the benefit of the successors and assigns of each party.

(d) This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

(e) This Assignment Agreement is specifically conditioned upon approval of the Board of County Commissioners of Clark County, Nevada, and shall not be effective until such approval is obtained.

(f) Each individual executing this Assignment Agreement on behalf of a partnership, corporation, LLC or trust represents that he or she duly authorized to execute and deliver this Assignment Agreement on behalf of the corporation, LLC, partnership, or trust and agrees to deliver evidence of his or her authority to Landlord upon request by Landlord.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement as of the date set out above.

Assignor:

COMMERCIAL 9-12 AVIATION, LLC, a Delaware limited liability company

By 

Name: KURT MULIEN

Title: CFO

Assignee:

1410-1420 HND LLC, a Nevada limited liability company

By 

Name: JOHNNY A RIBEIRO, JR

Title: MANAGING MEMBER

JOHNNY A. RIBEIRO, JR. FAMILY TRUST
DATED FEBRUARY 11, 1994, AS AMENDED

By 

Name: JOHNNY A RIBEIRO, JR

Title: TRUSTEE

LDR FARMS, LLC, a Nevada limited liability company

By 

Name: LINDA RIBEIRO

Title: MANAGING MEMBER

EXHIBIT A
LEASE AGREEMENT

**LEASE AGREEMENT
FOR
HENDERSON QUAIL COMMERCIAL AVIATION CENTER, LLC**

THIS LEASE AGREEMENT, hereinafter referred to as "Agreement," entered into on this 18th day of January, 2005 by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, authorized to do business in the State of Nevada, hereinafter referred to as "County," and **HENDERSON QUAIL COMMERCIAL AVIATION CENTER, LLC**, a Nevada limited liability company, hereinafter referred to as "Company:"

WITNESSETH:

WHEREAS, County is the owner and operator of the Clark County Airport System, which includes Henderson Executive Airport, hereinafter referred to as "Airport;" and

WHEREAS, Company desires to lease certain real property at the Airport for the development of a commercial aviation services center, along with associated shop, office, and aircraft ramp space for its use; and

WHEREAS, Company wishes to construct and manage a commercial aviation services center on property owned by County and controlled by the Department of Aviation to ensure that development of the property is compatible with Airport uses; and

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

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

ARTICLE I

1.1 DEFINITIONS

- 1.1.1 The term "Airport," whenever used herein, means the Henderson Executive Airport and all property and improvements contained within its general environs at the Approval Date of this Agreement or at any other future date during the term of this Agreement.
- 1.1.2 The term "Approval Date," whenever used herein, means the date the Agreement is approved by official action of the Board of County Commissioners.
- 1.1.3 The term "Company," whenever used herein, means **Henderson Quail Commercial Aviation Center, LLC**, a Nevada limited liability company, entering this Agreement

as a developer of aviation facilities at Henderson Executive Airport, as described herein.

- 1.1.4 The term "Commence Construction," whenever used herein, means commencing construction of the Improvements on the Premises by Company causing its construction contractor to have access to and have occupancy and control of the area and to begin actual site development and construction of the Improvements of the Premises thereon.
- 1.1.5 The term "Commercial Aviation Activities," or "Third-Party Commercial Aviation Activities," whenever used herein, means any commercial aviation business, duly licensed and authorized by written agreement with the Company and approved in writing by the CDR, to provide aeronautical activities or aeronautical services 1) which contributes to or is required for the safe operation of aircraft; 2) which has an operational requirement of its location to be physically located at the Airport; and 3) which provides such services for hire or profit. These activities include, but are not limited to, overnight transient hangar rental, charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, aircraft sales and services, repair and maintenance of aircraft, or sale of aircraft parts, flight schools, aircraft refurbishing and parts distribution. Aeronautical services include, but is not limited to, any service which involves, makes possible or is required for the operation of aircraft. The sale of aviation petroleum products, except for as specifically outlined in Section 1.5 of this Agreement, shall not be considered as an aeronautical activity under this definition. Company shall obtain prior written approval from CDR prior to the start up of any Commercial Aviation Activity by Company, tenant, or sublessee, as further described in Section 1.4.5 of this Agreement.
- 1.1.6 The term "Construction Completion Date," whenever used herein, means the date construction has been completed for the improvements on the Premises, as identified in Section 1.3 of this Agreement or as evidenced by a valid Certificate of Occupancy or Temporary Certificate of Occupancy, whichever event occurs first. Company shall notify County in writing of its receipt of such permanent or Temporary Certificate of Occupancy and provide a copy to County within thirty (30) days of its issuance.
- 1.1.7 The term "County," whenever used herein, means Clark County, Nevada, as represented by the Clark County Board of Commissioners and where this Agreement speaks of "approval by County," such approval means action by the Clark County Board of Commissioners.
- 1.1.8 The term "County's Designated Representative (CDR)," whenever used herein, means the Director of Aviation of the Clark County Airport System, including Henderson Executive Airport, or designee acting on behalf of the County. County will notify Company of any changes in the CDR, in writing.

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- 1.1.9 The term "Department of Aviation (DOA)," shall refer to the department of Clark County responsible for the management and oversight of the County's Airport System, which includes Henderson Executive Airport.
- 1.1.10 The term "Director of Aviation," shall mean Director of Aviation or acting Director of Aviation of the Department of Aviation as may from time to time be appointed by the County and shall include such person or persons as may, from time to time be authorized, in writing, by County or by the Director of Aviation to act for him with respect to any or all matters pertaining to this Agreement.
- 1.1.11 The term "Effective Date," whenever used herein, means the date that the Agreement becomes effective and the date on which the Company has the right to possess the Premises, together with the obligation to comply with the required and applicable provisions of this Agreement, and on that date all applicable terms and conditions of this Agreement will be in full force and effect
- 1.1.12 The term "emergency," as used herein, is defined as any situation, health or safety concern, incident, or action that is determined at the CDR's sole discretion, may cause structural hazardous or other similar catastrophic damage to the Premises or surrounding areas.
- 1.1.13 The term "Environmental Laws," whenever used herein, means any one or all of the laws and/or regulations of the Environmental Protection Agency or any other federal, state, or local agencies, including, but not limited to, the regulations listed below, as the same are amended from time to time. The term "Hazardous Material, whenever used herein, means the definitions of hazardous substance, hazardous materials, toxic substance, regulated substance or solid waste as defined in the applicable regulations, including, but not limited to, the regulations listed below, as the same may be amended from time to time:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION
AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C.
Section 6941 et seq.)

TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)

SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)

CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)

CLEAN AIR ACT (U.S.C. Section 7401 et seq.)

SANITATION (Nevada Revised Statutes, Chapter 444)

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NEVADA WATER POLLUTION CONTROL LAW (Nevada Revised Statutes 445.131 through 445.399)

HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)

HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 1801 et seq.)

and all present or future regulations promulgated thereto.

DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101) and amendments thereto.

ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)

TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780)

and all present or future regulations promulgated thereto.

All substances, materials and wastes that are, or that become, regulated under, or that are, or that become classified as hazardous or toxic under any environmental law, whether such laws are Federal, State or local;

and regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the Federal, State or local government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, (including, but not limited to, ambient air procedures and records detailing chlorofluorocarbons [CFC]), ambient air, ground water, surface water and land use, including sub-strata land.

- 1.1.14 The term "Improvements," whenever used herein, shall mean the construction and installation of all real property and personal property improvements commonly considered to be improvements, including, but not limited to, grading; fencing, paving, lighting, roadways, parking lots, drainage, structures, all applicable permits, zoning requirements, as required by Company for the operation of its business under this Agreement. Notwithstanding the assumption of any of these responsibilities by a sublessee, Company shall remain responsible to ensure all Improvements are completed in accordance with this Agreement.

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- 1.1.15 The term "Land Use Plan," means the Henderson Executive Airport Recommended Land Use Plan map, prepared by Ricondo and Associates, dated April 2003, or any subsequent version of such maps as may be updated from time to time by the DOA.
- 1.1.16 The term "Release," whenever used herein, means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any hazardous material as defined hereinabove, in violation of the Environmental Laws.
- 1.1.17 The term "Rental Commencement Date" whenever used herein, means the earlier of the following dates:
- A. The first day of the month following the Construction Completion Date for each Phase, as identified in Sections 1.3 and 1.13 of this Agreement; **OR**
 - B. the date Company is issued a Certificate of Occupancy or Temporary Certificate of Occupancy, as referenced in Section 1.1.6 of this Agreement, whichever date occurs first.
 - C. In the event the Construction Completion Date does not occur within the established time frames, as set forth in Sections 1.3 and 1.13 of this Agreement, the Construction Completion Dates established for each subsequent Phase, because of circumstances beyond the control of Company, CDR may extend the Rental Commencement Date for each Phase for a period not-to-exceed six (6) months. It is expressly understood that the actions of the Company and/or any of its tenants, sublessees, contractors, subcontractors, and related parties are deemed to be within the control of Company.

1.2 TERM

- 1.2.1 The Effective Date of this Agreement will be **January 15, 2005**, and will continue for a period of fifty (50) years, through January 14, 2055, unless otherwise terminated as provided in Section 1.2.2, Section 2.16, or Section 2.17 of this Agreement.
- 1.2.2 In the event that Company fails to either Commence Construction or Complete Construction of the Improvements within the time frame allowed under Sections 1.3 and 1.13 of this Agreement, County shall have the right to immediately enter and occupy the undeveloped portions of the Premises as if this Agreement had never been made. Upon thirty (30) days written notice to Company, if Company has not commenced construction or completed construction as the case may be, County will have the right to immediately enter and occupy those portions of the Premises not completed or not then developed as if the Agreement had never been made and/or recover those portions of the Premises, and require Company to remove all Improvements from such portions of the Premises and to restore such properties to its

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original condition, reasonable wear and tear excepted. Company shall forfeit any rights to further develop the Premises.

- 1.2.3 As soon as practicable following the Approval Date, County and Company agree to execute a Memorandum of Lease evidencing the existence of this Agreement, the ownership of the Improvements by Company, the rights of Company in the Premises and setting forth the Effective Date and Expiration Date of this Agreement.

1.3 PREMISES

- 1.3.1 County will demise and let unto Company and Company does hereby take from County that certain real property, as depicted on Exhibit "A," Airport Engineering Drawing No. L-1973, Sheet 1 of 1, dated 12/04, attached hereto and by reference made a part hereof, hereinafter referred to as "Premises," as follows:

- A. **Phase 1:** On the Effective Date, Company will take immediate possession, use and occupancy of the area shown as Phase 1 on Exhibit A, under all terms and conditions of this Agreement. This area shall be reserved for Company's use until **June 30, 2006**, at which time Company shall begin lease rental payments at the then current rate as established in Section 1.5.1 of this Agreement for Phase 1. Company hereby acknowledges and agrees that if construction of the Improvements in Phase 1 has not commenced no later than **November 1, 2005 OR** are not completed by **June 30, 2006**, Company shall forfeit all rights to develop future Phases listed below, with no further claim against County. Company hereby acknowledges and agrees that in the aforesaid event, County is under no obligation to and Company will not be allowed to commence construction on any future Phase, unless Company can demonstrate to the satisfaction of the CDR that such failure to complete the construction of the Improvements for this Phase 1 is beyond the reasonable control of Company.
- B. **Phase 2:** On **July 1, 2006**, Company shall take immediate possession, use and occupancy of the area shown as Phase 2 on Exhibit A, under all terms and conditions of this Agreement. This area shall be reserved for Company's use until **December 31, 2007**, at which time Company shall begin lease rental payments at the then current rate as established in Section 1.5.1 of this Agreement for Phase 2. Company hereby acknowledges and agrees that if construction of the Improvements in Phase 2 has not commenced no later than **July 1, 2006 OR** are not completed by **December 31, 2007**, Company shall forfeit all rights to develop future Phases listed below, with no further claim against County. Company hereby acknowledges and agrees that in the aforesaid event, County is under no obligation to and Company will not be allowed to commence construction on any future Phase, unless Company can demonstrate to the satisfaction of the CDR that such failure to complete the

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construction of the Improvements for this Phase 2 is beyond the reasonable control of Company.

- C. **Phase 3:** On **January 1, 2008**, Company shall take immediate possession, use and occupancy of the area shown as Phase 3 on Exhibit A, under all terms and conditions of this Agreement. This area shall be reserved for Company's use until **June 30, 2009**, at which time Company shall begin lease rental payments at the then current rate as established in Section 1.5.1 of this Agreement for Phase 3. Company hereby acknowledges and agrees that if construction of the Improvements in Phase 3 has not commenced no later than **January 1, 2008 OR** are not completed by **June 30, 2009**, Company shall forfeit all rights to develop future Phases listed below, with no further claim against County. Company hereby acknowledges and agrees that in the aforesaid event, County is under no obligation to and Company will not be allowed to commence construction on any future Phase, unless Company can demonstrate to the satisfaction of the CDR that such failure to complete the construction of the Improvements for this Phase 3 is beyond the reasonable control of Company.

- 1.3.2 Company will have one hundred eighty (180) days from the Effective Date to conduct an examination of the Premises and determine that it is feasible for the construction of the improvements referenced in Section 1.2.2 of this Agreement, and to review soils, environmental and other matters related to such development. Company may terminate this Agreement at any time within such one hundred eighty (180) day period and receive a refund of any reasonable amounts actually paid by Company in the performance of its environmental examination of the Premises and for any work that was performed prior to termination. Company will turn over to CDR all related documentation and/or work products regarding Company's environmental examination prior to County's payment of any refund, as referenced herein.
- 1.3.3 Upon the expiration of the one hundred eighty (180) day period, referenced in Section 1.3.2 above, Company accepts the Premises in its present condition and acknowledges that it has inspected the same and is fully cognizant of the present conditions, including, but not limited to, structural requirements and utilities.
- 1.3.4 Company acknowledges and accepts the Premises "AS IS," including, but not limited to, grades, soil conditions, and drainage with no further responsibility to Company by County for any present or further improvements, soil remediation, or other maintenance thereof, including the existence of any utilities and public roadways and the potential need to cap off or otherwise abandon such utilities and/or roadways.
- 1.3.5 Company shall pay costs of review pursuant to Section 1.3.2 above. In the event this Agreement is terminated pursuant to Section 1.3.2 above, County shall reimburse Company for the costs of such examination (and the other costs specified above) to

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the fullest extent allowed under NRS 496.090. In the event the Agreement is not so terminated, the costs of such examination shall be solely that of Company.

- 1.3.6 Company shall be responsible to provide County with a final legal description of the entire Premises under this Agreement, which includes the depiction of all current and proposed easement and/or rights-of-way that County has or may wish to retain. Company will submit a draft description, both narrative and graphic formats, to County for its review and County has the right to modify the documents to retain County's interests in any easements and/or rights-of-way necessary for roads, utilities, and flood control. Once a final description is agreed by both parties, such legal description will be incorporated into this Agreement by mutual correspondence between the parties.
- 1.3.7 All Improvements constructed on the Premises by Company at any time and from time to time during the term will be owned by Company during the term of this Agreement. County reserves the right to use the infrastructure which benefit Premises or other Airport related development without recurring cost other than that which would normally be associated with that use.
- 1.3.8 In the event that either the Construction Commencement Date or the Construction Completion Date of the Improvements has not occurred within the time frames established above and further referenced in Section 1.13 of this Agreement, due to circumstances beyond the control of Company, CDR may extend the Construction Completion Dates for the Improvements for a period not-to-exceed six (6) months for each Phase. In no event, however, will the extension period be longer than the commensurate time affected by the circumstances beyond the control of Company. It is expressly understood that the actions of Company and/or its tenants, sublessees, contractors, subcontractors, or other related parties are deemed to be within the control of Company.

1.4 USE OF PREMISES

Upon performance of the agreements, provisions and conditions contained in this Agreement, Company will have the exclusive use of the Premises for the purposes described hereinafter and for activities incidental or related thereto, which will include the following, and for no other purposes except as may be approved in writing by CDR. Such Improvements will be solely for purposes that meet the needs of the aviation community and provide the support services needed to encourage small corporate and business aircraft to the Airport, and must be approved, in writing, in advance, by CDR. The CDR, however, retains the sole right to determine if a use is compatible with Airport operations.

- 1.4.1 Construction, operation, and subleasing commercial aviation facilities. Such facilities shall be constructed to accommodate uses that provide support services for small corporate and business aircraft customers, including, but not limited to, aircraft maintenance, avionics shop, aircraft parts storage and sales, pilot supplies,

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ground/flight schools, aircraft interiors and painting, and aircraft sales. Company shall incorporate language acceptable to the CDR into its tenants and subleases that references this Agreement, as may be amended from time to time, and that makes each subject to the terms and conditions of this Agreement.

- 1.4.2 Construction and operation of an overnight transient aircraft storage hangar. Such facilities shall be constructed to accommodate overnight transient aircraft that utilize the Airport. Such storage shall not be for a period beyond seven (7) days and is for the primary use by corporate and business aircraft customers that have been referred to Company by County. Company will be able to provide limited fuel services to occupants of this hangar facility, but shall agree to provide such fuel at the current posted fuel price that is established by the County for its fuel sales, as further referenced in Section 1.5.3 of this Agreement.
- 1.4.3 On January 1 and July 1 of each year of this Agreement, Company will furnish a list of sublessees and the authorized services that each sublessee provides. Company shall notify CDR within ten (10) days of any modification to the list regarding status of the sublessee and/or the commercial aviation services that they are providing at the Airport, as may be modified from time to time.
- 1.4.4 On or before the fifth (5th) day of each month, Company shall provide a copy of the fuel dispensing logs, which will identify all aircraft fueled with their "N" numbers and their company affiliation, and that were provided storage in the overnight transient hangar.
- 1.4.5 Company shall be allowed to provide facilities for Third-Party Commercial Aviation Activities, as defined in Section 1.1.5 of this Agreement. Company shall propose each activity to be conducted by Company, tenant, or sublessee and obtain prior written approval from the CDR for each proposed service to be conducted on the Premises. Approval of any Commercial Aviation Activities proposed by Company, tenant, or sublessee shall be solely at the discretion of the CDR and shall be subject to, at a minimum, reasonable planning and operational issues or other such reasonable restrictions related to the Airport, as determined solely by the CDR. County's granting of such uses or any subsequent approval of such Commercial Aviation Activities by the CDR shall in no way be construed as County granting to Company any rights or portions thereof as a Fixed Base Operator, hereinafter "FBO," at the Airport.
- 1.4.6 Company shall obtain prior written approval from the CDR to start up or otherwise provide any services that are not specifically included and authorized under this Section of this Agreement.
- 1.4.7 Company has the nonexclusive right of reasonable ingress and egress from its Premises over Airport System roadways, including common-use roadways, subject to any rules or security regulations which may have been established or shall be

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established in the future by the County, the Federal government, and/or the State of Nevada. Such right of reasonable ingress and egress shall apply to the Company's employees, sublessees, tenants, guests, patrons, invitees, suppliers, or other authorized individuals. The right of ingress and egress likewise applies to the transport of equipment, material, machinery and other property related to Company's authorized business under this Agreement. Company will have the nonexclusive right, in common with other Airport tenants and the general public, for ingress and egress to the Airport. Company will not have the right to free parking of vehicles in the Airport's public parking lots for Company, its employees, sublessees, tenants, agents, representatives, clients, customers, contractors, or subcontractors.

- 1.4.8 Should a conflict arise between the Company and other service operators at the Airport regarding the scope of service privileges, the CDR shall resolve the conflict. Company agrees to abide by the CDR's decision.
- 1.4.9 Company shall have a reasonable use of the aircraft wash rack at the Airport for aircraft owned or operated by Company, tenant, or sublessee.
- 1.4.10 Any violation of this Section 1.4 by Company, tenant, may be cause for termination of this Agreement, by County, at CDR's discretion after all notice and a right to cure as provided in Section 2.16.3 of this Agreement. Upon the occurrence of such an event, Company will not hold County liable for any costs which may be incurred or any claims associated with the termination by the County of any fuel dispensing rights under this Agreement.

1.5 RENTS AND FEES PAYABLE TO COUNTY

- 1.5.1 Company agrees to pay to County as rental and continuing throughout the term of this Agreement, for the Premises, as defined herein as follows:

- A. **Rental for Phase 1:** The Rental Commencement Date for this Phase 1 shall be **July 1, 2006**, as further outlined in Section 1.3.1 of this Agreement, or the date of occupancy, whichever date occurs first as referenced in Section 1.1.17, and continuing throughout the term hereof, Company agrees to pay County, monthly in advance, as rental for the area shown as Phase 1 on Exhibit A, as follows:

189,568 sq. ft. at the rental rate of thirty-five cents (\$0.35) per square foot per year; totaling Sixty-Six Thousand Three Hundred Forty-Eight and 80/100 (\$66,348.80) Dollars per year; Five Thousand Five Hundred Twenty-Nine and 07/100 (\$5,529.07) Dollars per month.

Company hereby acknowledges and agrees that if construction of the Improvements in Phase 1 are not completed by **June 30, 2006**, Company shall forfeit all rights to develop future Phases listed below, with no further

claim against County. Company hereby acknowledges and agrees that in the aforesaid event, County is under no obligation to and Company will not be allowed to commence construction on any future Phase, unless Company can demonstrate to the satisfaction of the CDR that such failure to complete the construction of the Improvements is beyond the reasonable control of Company.

- B. **Rental for Phase 2:** The Rental Commencement Date for this Phase 2 shall be **January 1, 2008**, as further outlined in Section 1.3.1 of this Agreement, or the date of occupancy, whichever date occurs first as referenced in Section 1.1.17, and continuing throughout the term hereof, Company agrees to pay County, monthly in advance, as rental for the area shown as Phase 2 on Exhibit A, at the then current rate for similarly situated property at the Airport.

Company hereby acknowledges and agrees that if construction of the Improvements in Phase 2 are not completed by **December 31, 2007**, Company shall forfeit all rights to develop future Phases listed below, with no further claim against County. Company hereby acknowledges and agrees that in the aforesaid event, County is under no obligation to and Company will not be allowed to commence construction on any future Phase, unless Company can demonstrate to the satisfaction of the CDR that such failure to complete the construction of the Improvements is beyond the reasonable control of Company.

- C. **Rental for Phase 3:** The Rental Commencement Date for this Phase 3 shall be **July 1, 2009**, as further outlined in Section 1.3.1 of this Agreement, or the date of occupancy, whichever date occurs first as referenced in Section 1.1.17, and continuing throughout the term hereof, Company agrees to pay County, monthly in advance, as rental for the area shown as Phase 3 on Exhibit A, at the then current rate for similarly situated property at the Airport.

Company hereby acknowledges and agrees that if construction of the Improvements in Phase 3 are not completed by **June 30, 2009**, Company shall forfeit all rights to develop future Phases listed below, with no further claim against County. Company hereby acknowledges and agrees that in the aforesaid event, County is under no obligation to and Company will not be allowed to commence construction on any future Phase, unless Company can demonstrate to the satisfaction of the CDR that such failure to complete the construction of the Improvements is beyond the reasonable control of Company.

- 1.5.2 **Aircraft Wash Rack, Henderson Executive Airport:** Company shall pay for its use of the aircraft wash rack an amount equal to **One Hundred Fifty and 00/100**

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Dollars (\$150.00) per month for the use of the Airport's aircraft wash rack for Company's owned aircraft or aircraft operated by the Company under an exclusive lease or management agreement.

1.5.3 Fuel Dispensing Fees: In the event that Company desires to provide fueling, as the County's agent when handling overnight transient hangar customers, Company will be authorized to furnish fuel solely to its overnight transient hangar occupants and for no other purpose. In addition to any other payments hereunder, Company shall pay County for such fueling activities, as follows:

- A. Company will be authorized to fuel customers that use the overnight transient hangar. Company will be required to provide such fuel to its customers that use this hangar, as referenced in Section 1.4.2 of this Agreement, at the posted retail price established by the County. Company must purchase such fuel from County and shall pay for such fuel at County's base cost plus the current fuel dispensing fee in effect at that time. Such fee is currently set at fifteen cents (\$0.15) per gallon. Company will pay to County on a per gallon basis for all aircraft fuel dispensed under this provision, fifty percent (50%) of the full proceeds of each fuel sale, less the amount Company is required to pay to purchase fuel from County.
- B. Company may offer a fuel incentives to its premium overnight transient hangar parking customers, in accordance with and at the rates contained in the County's fuel pricing policy, as may be established and/or amended from time to time. Such discounts shall not be included in the calculation of the fees to be paid by Company to County as outlined herein above in Subparagraph A.
- C. It is the intent of the County to provide Company the use of a fuel truck(s) to be operated by Company for the purpose of furnishing fuel as provided in this Section 1.5.3 of this Agreement and for no other purpose. The cost of the use of the fuel truck(s) will be calculated based on lease costs and maintenance/operational costs of the vehicle (if any) and will be invoiced to the Company monthly. Use of Company's own trucks will not be permitted, except as otherwise authorized, in writing, by CDR.
- D. Accurate and complete records of fuel dispensed will be kept and the fee paid to the County by the tenth (10th) of each month for the preceding calendar month. Each month, Company shall provide a copy of the fuel dispensing logs, which will identify all aircraft fueled with their "N" numbers and their company affiliation to the County.
- E. Neither the Company nor a tenant and/or sublessee has the right to conduct a commercial, for-profit fueling operation or to sell or provide fuel under this Agreement.

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1.5.4 Commercial Aviation Activity Fees: Company shall pay to County as a Commercial Aviation Activity fee, an amount equal to five percent (5%) of the overnight transient hangar rentals, as well as from tenants or sublessees which are engaged in a Commercial Aviation Activity approved by CDR under Section 1.4 of this Agreement. Such fees are herein referred to as a "CAA rent based fees" and shall be for the privilege of conducting such Commercial Aviation Activities on the Premises. As an alternative to the "CAA rent based fee," sublessee or Unit Owner may elect to pay one percent (1%) of gross sales if sales of products is their primary source of business or may elect to pay two percent (2%) of labor if their primary source of business is maintenance of third party equipment. This arrangement must be approved by the CDR at the time of the initial sublease is approved by the CDR. Company shall pay said fees to County under the terms and conditions in this Agreement. Company shall also be responsible to notify any and all applicable Unit Owners and sublessees of County's right to impose a fee for Commercial Aviation Activities, as defined herein.

A. Payment of Commercial Aviation Activity Fees: Company shall be responsible for collection and payment to the County of any imposed Commercial Aviation Activity fees as outlined under this Section of the Agreement. Company shall submit a monthly report of such CAA rent based fees and shall pay such CAA rent based fees to County by the tenth (10th) of each month for the preceding calendar month. Company shall keep accurate and complete records of all fees due to County as a result of any and all Commercial Aviation Activities within the Premises. In the case of percent based fees, each sublessee or tenant, will report sales or labor along with payment to the Company on or by the 10th of each month for the preceding calendar month, and the Company will forward these reports and fees to the County by the 20th of each month for the preceding calendar.

1.5.5 Redetermination of Rent: County reserves the right to redetermine all of the rentals and fees contained in this Section 1.5 at any time after the three (3) year anniversary from the Rental Commencement Date of Phase 1 under Section 1.5.1 of this Agreement. Further, County reserves the right to redetermine all of the rentals and fees contained herein at any time after three (3) years have passed since the most recent adjustment. All such adjustments shall be subject to ninety (90) days prior written notice to Company from the CDR. Due to the fact that similarly situated tenants have different anniversary or other rental adjustment dates, County does not warrant that the rentals and fees will be exactly the same at all times for all similarly situated tenants. At no time during the term of this Agreement, will the adjusted rents and fees exceed the allowable rents and fees charged to other similarly situated tenants. If Company does not agree with such redetermined rental and fees, it has the right to cancel this Agreement as provided for in Section 2.17, TERMINATION BY COMPANY, of this Agreement.

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- 1.5.6 **Proration of Rentals:** In the event such possession, use, and occupancy of the Premises or any portion thereof should commence or terminate on a date other than the first day of a calendar month, then the rental for the Premises will be prorated to reflect the actual number of days during which the Company will have enjoyed the possession, use, and occupancy of said Premises.
- 1.5.7 **Other Payments:** Company agrees to pay County within fifteen (15) days of receipt of invoice for charges that become due to County under this Section 1.5 or as provided elsewhere in this Agreement.
- 1.5.8 **Late Payment:** In the event any required payment is not made by Company as required and remains unpaid for a period of thirty (30) days or more, County will be entitled to, and Company will pay to County, interest at the rate of twelve percent (12%) per annum on all amounts unpaid and which have remained unpaid thirty (30) days past the due date. However, the County will not be prevented from terminating this Agreement pursuant to the provisions hereof for default of payments of rentals and fees or charges or from enforcing any other provisions contained herein or implied by law.

Letter of Credit: On or before **January 1, 2008** and every year thereafter, Company agrees to provide an Irrevocable Letter of Credit to County, based on an amount which is equal to three (3) months of the total estimated fees and charges, owed to the County as determined at the County's sole discretion. Said deposit shall include, but is not limited, rental fees due to County. In the event Company fails to make payments in accordance with the requirements of this Agreement, County has the right to apply the Letter of Credit as may be necessary and/or exercise any other legal remedies to which it may be entitled.

County retains the right to redetermine the Letter of Credit from time to time.

1.6 UTILITIES

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

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1.7 METHOD OF PAYMENT AND REPORTS

- 1.7.1 Company will make all payments by check made payable to the Clark County Department of Aviation and deliver or mail said payments to the Clark County Department of Aviation, Manager, Henderson Executive Airport, 1400 Executive Airport Drive, Suite B, Henderson, NV, 89052, or to such other place as County may direct Company in writing.
- 1.7.2 Any amounts due County from Company whether for utility or maintenance or other charges as provided herein, will be paid by Company within fifteen (15) days of the date of the invoice therefore.
- 1.7.3 Company will submit any other information reasonably requested by County through its Designated Representative pertaining to Company's operations permitted hereunder.

1.8 RECORDS AND AUDIT

Company agrees to make available and keep at a location in the metropolitan area of Las Vegas, Nevada, for at least a three (3) year period following the end of each annual period of this Agreement, accurate books, records, and accounts from Company's business to County, as applicable, under this Agreement. Company further agrees to make such books, records, and accounts available upon thirty (30) days prior written notice to Company, Monday through Friday, 9:00 M to 5:00 PM for the inspection of the Department of Aviation Finance Division or designee, or such agents, employees, or accountants as CDR may designate. The CDR will at any time have the right to cause an audit of the business of Company to be made by a Certified Public Accountant of the CDR's selection, and if the business activity reports previously made to County by the Company are found to be intentionally understated in any respect or to be understated (either intentionally or unintentionally) by a greater margin than one percent (1%) of Company's actual activity for the period of review, as shown by such audit, the Company will immediately pay to the County the costs of such audit, as well as the additional payments shown to be payable to the County by the Company, otherwise the cost of such audit will be paid by the County. If such audit discloses any willful or intentional inaccuracies, this Agreement, at the option of the CDR and as a cumulative remedy, may be thereupon canceled or terminated.

1.9 OPERATING RIGHTS, DUTIES AND OBLIGATIONS

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

- 1.9.1 Company, its affiliated entities, employees, agents, representatives, contractors, subcontractors, tenants, and/or sublessees will not transact or otherwise engage in any other activities, business, and/or services, except as described in Section 1.4 of this

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Agreement, at or on the Airport, unless such is provided for by a separate written agreement or amendment to this Agreement with the County.

- 1.9.2 Company will have joint use, in common with others, of roads and driveways necessary for the conduct, operation and maintenance of the Premises.
- 1.9.3 Company will develop and cause to be constructed Improvements in accordance with plans and specifications prepared by Company and approved by the CDR in order to provide a first-class aviation facility for use by its Unit Owners and/or sublessees.
- 1.9.4 Company may enter into a standard form sublease, which has been approved by CDR, with tenants and sublessees.
 - A. In the event there are any substantive changes or exceptions to the standard form of sublease arrangements; the Company must obtain the written approval of the CDR.
 - B. All subleases must be for those permitted in Section 1.4 entitled USE OF PREMISES above, and must incorporate and make reference to all applicable provisions of this Agreement to ensure every sublessee's operations and conduct are in compliance with such applicable provisions of this Agreement.

1.10 METHOD OF OPERATION

- 1.10.1 Company will provide County with a copy of any rules, regulations, or other standards of operation developed by Company and distributed to sublessees and tenants.
- 1.10.2 Company will furnish services and facilities on a fair, reasonable, and nondiscriminatory basis.
- 1.10.3 Company will occupy, maintain the Premises, and operate its business in a first-class manner and keep its Premises in a safe, clean, orderly condition at all times.
- 1.10.4 Company will employ a sufficient number of personnel to handle the operations and respond to customer inquiries and needs of the business herein authorized. All such employees shall, at all times while on duty, conduct themselves with exemplary demeanor, be courteous and polite to the public and not engage in any raucous or offensive conduct. The CDR will be the sole judge as to whether the conduct of the employees of the Company meets the requirements hereof and upon notice from the CDR of any non-conformity herewith, Company will take all steps necessary to eliminate the condition.
- 1.10.5 Questions or complaints regarding the quality of services, whether raised by users, the County or otherwise, may be submitted to Company for response. At the CDR's

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request, Company shall meet with the CDR to review any complaints or concerns and to correct any deficiencies promptly. The CDR's determination as to the quality of operation or services shall be conclusive and curative measures shall be implemented by Company as expeditiously as possible.

- 1.10.6 Company shall provide the highest quality services for its customers and Airport tenants. All items purchased for the Company's operation must come from reliable sources. All items used in the Company's operation shall conform in all respects to any and all applicable Airport Rules and Regulations and Operating Directives, as well as all federal, state, and local laws, orders and regulations and industry standards. Failure on the part of the Company to correct, modify or rectify any deficiencies within thirty (30) days, following written notice from the Director of Aviation, or to commence to cure or remedy any such situation of the nature thereof that a greater period of time is required, shall be a breach of this Agreement and a cause of the exercise of any remedies, including the cancellation of the Agreement as provided for in Section 2.16, TERMINATION BY COUNTY.

1.11 FACILITIES, MAINTENANCE AND REPAIR TO BE PROVIDED BY COUNTY

County has no responsibility or obligation for any maintenance, repair, or replacement of any of the Premises or improvements. In the event that any repair is required by reason of the negligence or abuse of Company or its employees, agents, invitee or any other person using the Premises with Company's consent, express or implied, County may make such repair and bill Company at cost and add fifteen percent (15%) for administration for such repairs.

1.12 FACILITIES, MAINTENANCE AND REPAIR BY COMPANY

In the operation of Company's activities within the Premises, Company will provide and maintain at Company's expense:

- 1.12.1 All leasehold Improvements, as defined in Section 1.1.14 of this Agreement, decorations, equipment and furnishings, including, but not limited to, grading, fencing, paving, lighting, roadways within the Premises, parking lots, drainage, necessary finishes, electrical, telephone, communication conduit and accessories piping, duct work, equipment and fixtures as required by Company in the conduct of business as authorized under Section 1.4 entitled USE OF PREMISES hereof.
- 1.12.2 Connections of all utilities, including, but not limited to, underground utility lines and connections from the improvements as desired within the leased Premises. Company's expense will include connection fees and all other fees.
- 1.12.3 All janitorial service and requirements, landscaping, and daily routine Premises clean-up to keep the Premises in good and tenantable condition throughout the term of this Agreement.

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- 1.12.4 All improvements or alterations to the Premises by Company will be in accordance with applicable code, Airport Rules and Regulations, Operating Directives, and all other applicable governmental rules and regulations and building codes and are subject to the prior written approval of the CDR as to plans, specifications and methods of construction or installation. During the term of this Agreement, Company may, with prior written approval of the CDR, add to or alter initially constructed Improvements at any time subject to all of the conditions set forth in Section 1.12.1 above. Any such addition or alteration will be performed in a workmanlike manner in accordance with all applicable governmental regulations and requirements and will not weaken or impair the structural strength or reduce the value of the Premises or any of the improvements thereon.
- 1.12.5 Immediately upon the completion of any initial or additional construction or installation during the term hereof, Company will provide as-built drawings of same of the County along with a certification of construction costs for all permanent improvements.
- 1.12.6 Company will be responsible for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal will conform with all governmental requirements and regulations as more fully described hereinafter in Section 3.22 entitled ENVIRONMENTAL POLICY. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine, daily clean-up of the surrounding areas.
- 1.12.7 Should Company fail to perform its maintenance and repair responsibilities, County may, but is not obligated to, provide maintenance and make repairs thereon and thereto which it determines to be necessary, charging the same to the expense of the Company upon one (1) month's prior written notice of its intent to do so; except in case of emergency for which no notice is necessary, plus a fifteen percent (15%) administrative fee.

1.13 IMPROVEMENTS TO BE COMPLETED BY COMPANY

- 1.13.1 It is understood and agreed by the parties that dates that Company shall Commence Construction for each phase shall occur on or before the following dates, as further outlined in Section 1.3.1 of this Agreement and as further outline below:

Phase	Construction Commencement Date	Construction Completion Date	Rental Commencement Date
Phase 1	November 1, 2005	June 30, 2006	July 1, 2006
Phase 2	July 1, 2006	December 31, 2007	January 1, 2008
Phase 3	January 1, 2008	June 30, 2009	July 1, 2009

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- 1.13.2 If Company has not Commenced Construction within the time frames established above for each Phase, it will be a material breach of this Agreement and County will have the right of termination, as further outlined in Section 2.16 of this Agreement.
- 1.13.3 If construction of Improvements is not completed at the end of the extended term as defined in Section 1.3.8 of this Agreement the County may, at its sole discretion, terminate this Agreement as defined in Section 2.16, TERMINATION BY COUNTY.
- 1.13.4 In the event that Company has not completed the construction for each individual phase by the established Construction Completion Date of that phase, Company forfeits any and all rights to lease and develop that portion of the Premises that construction has not been completed on, as well as any remaining undeveloped phases of the Premises without further claim by Company to County for any infrastructure or other related costs that may be associated with the undeveloped phases of the Premises. Upon thirty (30) days written notice to Company of its intent, County will have the right to enter and occupy the undeveloped phases of the Premises. A modified Exhibit A will then be prepared by the CDR and verified by an exchange of correspondence. Such modified Exhibit A will be attached hereto and made a part hereof. Company may also be required to submit a revised Memorandum of Lease to reflect the modifications provide for herein.
- 1.13.5 In the operations of Company's activities within the Premises, Company will design, develop, construct, manage, and maintain and repair the following:
- A. All leasehold improvements, including, but not limited to, grading, fencing paving, lighting, roadways, parking lots, drainage, structures, all applicable permits, zoning requirements, and commitments from the applicable agencies as may be required by Company for the operation of the facilities in the conduct of its activities as authorized by Section 1.4 of this Agreement. Notwithstanding the assumption of any of these responsibilities by a Sublessee, Company shall remain responsible to ensure all leasehold improvements are completed in accordance with this Agreement.
 - B. Underground utility lines and connections for the improvements as desired within the Premises. Company's expense will include all connection fees or all other fees.

1.14 CONSTRUCTION STANDARDS, RULES AND REGULATIONS

- 1.14.1 All improvements by Company will be subject to all applicable codes, to the McCarran International Airport Tenant Improvement Manual, Airport Rules and Regulations, Airport Operating Directives, and all other applicable governmental rules and regulations and building codes, as determined by the CDR. Immediately upon completion of any initial or additional construction, improvements, or

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alterations during the term hereof, Company will provide a complete set of as-built drawings of same to the CDR along with a certification of construction costs for all permanent improvements.

1.14.2 Design and construction specifications and documents must be reviewed and approved by the Department of Aviation's Construction/Engineering Division prior to commencement of construction of improvements. Further, design and construction specifications and documents must be reviewed by the City of Henderson Building Department and/or County Department of Building and Zoning, as may be applicable, prior to the issuance of a building permit and will be subject to any statute, ordinance, rule or regulation of any other applicable governmental agency, department or authority whether Federal, State or local, including, but not limited to, Nevada Revised Statutes Chapter 338.

1.14.3 During the term or any extension of this Agreement, Company may, with the prior written approval of the CDR, add to or alter the newly constructed improvements at any time subject to all conditions set forth herein above. Any such addition or alteration will be performed in a workmanlike manner in accordance with all applicable governmental regulations and requirements and will not weaken or impair the structural strength or reduce the value of the Premises or improvements thereon.

1.14.4 Should Company or any subtenant cause any improvements to the Premises, Company shall cause any contract with any contractor, designer, or other person providing work, labor, or materials to the Premises to include the following clause:

A. "Contractor agrees on behalf of itself, its subcontractors, suppliers, and consultants and their employees that there is no legal right to file a lien upon County-owned property and will not file a mechanic's lien or otherwise assert any claim against County's real estate or any leasehold interest thereon on account of any work done, labor performed, or materials furnished under this contract. Contractor agrees to indemnify, defend and hold County and **Henderson Quail Commercial Aviation Center, LLC**, harmless from any liens filed upon the County's property and Company's leasehold interest and shall promptly take all necessary legal action to ensure that removal of any such lien at Contractor's sole cost."

ARTICLE II

2.1 ASSIGNMENT

2.1.1 Company will not assign its rights or duties hereunder, or any estate created hereunder, in whole or in part, except (i) to an affiliate of Company, or (ii) with the prior written consent of County. Any such assignment will be specifically subject to

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all provisions of this Agreement. Any assignment without County's consent is void, which consent will not be withheld unreasonably or delayed, but will be given in the event that assignee presented is a proper and fit person or entity with financial resources sufficient in County's reasonable business judgment to be financially secure to perform the obligations hereunder.

2.1.1.1 Any voluntary transfer of fifty percent (50%) or more of Company's membership interests will be deemed an assignment.

2.1.1.2 Before any assignment will become effective, the assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term thereafter. When seeking consent to an assignment hereunder, Company will submit a copy of the document or instrument of assignment to County.

2.1.1.3 Any transfers of partners of Company or shareholders or partners of partners of Company for estate purposes will not be considered an assignment hereunder.

2.1.2 No Release of Company

2.1.2.1 Regardless of the County's consent, no subletting or assignment will release Company of Company's obligation or alter the primary liability of Company to pay the rent and to perform all other obligations to be performed by Company hereunder.

2.1.2.2 The acceptance of rent by County from any other person will not be deemed to be a waiver by County of any provision hereof.

2.1.2.3 Consent to one assignment or subletting will not be deemed consent to any subsequent assignment or subletting. Prior written consent of the County will be required for any sublease executed by the Company of any part of the Premises and all such subleases will be subject to the terms and provisions of this Agreement.

2.1.3 In no case may the activities, uses, privileges and obligations authorized herein or the Premises or any portion thereof be assigned, for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the Company.

2.1.4 The County reserves the right to deny any assignment or subletting by Company for any reason it deems in the best interest of the County, which shall not be unreasonably withheld. Any purported assignment or sublease in violation hereof shall be void.

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- 2.1.5 In the event of default by an assignee of Company or any successor of Company, in the performance of any of the terms hereof, County may proceed directly against Company without the necessity of exhausting remedies against said designee.
- 2.1.6 Every sublease must be in the form of a legal written instrument and must be specifically for the purposes and uses of the Premises authorized by and subject to all of the provisions of this Agreement. Company will submit a hard copy of such writing at the time of requesting the CDR's consent. Agreements for services, such as the maintenance of buildings and landscaping, are not covered by this section.

2.2 SUBLEASING

Except for the rental of overnight transient aircraft hangar parking activities, Company will not sublease, rent, or permit any persons, firms or corporations to occupy any part of the Premises without having first received consent therefore as follows:

- 2.2.1 Any arrangements must be in the form of a written instrument and must be specifically for purposes and uses of the Premises as authorized under this Agreement and shall be subject to the provisions of this Agreement. Company will submit a copy of such writing at the time of requesting consent of CDR therefore.
 - 2.2.1.1 All subleases that comply with the standard form agreement as approved in accordance with Section 1.4 of this Agreement will be reviewed for compliance by the CDR.
 - 2.2.1.2 Any arrangement for the leasing of space that are not in conformance with the standard form agreement as approved in accordance with Section 1.4 of this Agreement, must receive the prior written approval of the CDR.
- 2.2.2 Company hereby agrees that it shall incorporate language acceptable to CDR into all of its future sales and sublease agreements and, any similar restrictions which Company may create in relation to the use of the Premises by its affiliated entities, contractors, subcontractors, sublessees, and/or tenants. Company shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time.
- 2.2.3 Consent to one assignment or subletting will not be deemed consent to any subsequent assignment or subletting. Prior written consent of the County will be required for any sublease executed by the Company.

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2.3 ATTORNMENT

2.3.1 All subleases of Company will be subject to all terms and conditions of this Agreement. In the event Company ceases to be a party to this Agreement and perform its obligations hereunder to County, other than by a transfer of interest and novation approved in writing by County, all sublessees will recognize County as the successor to the Company, be bound by the terms and conditions of this Agreement and render performance hereunder to County as if the Agreement were executed directly between County and the sublessees; provided, however, County agrees that so long as sublessees are not in default, County agrees to provide quiet enjoyment to the sublessees and County agrees to be bound by all of the terms and conditions of each sublease. In such event, County shall be entitled to the full benefit of Company's position under the sublease.

2.3.2 All subleases of Company will provide that if by reason of a default on the part of Company as lessee, in the performance of the terms of the provisions of the underlying Agreement and the leasehold estate of Company as lessee thereunder, is terminated by summary proceedings or otherwise in accordance with the terms of the underlying Agreement, all sublessees will attorn to County and recognize County as lessor; provided, however, County agrees that so long as such sublessees are not in default, County agrees to provide quiet enjoyment to the sublessees and to be bound by all of the terms and conditions of each sublease. In such event, County shall be entitled to the full benefit of Company's position under the sublease.

2.3.3 In the event this Agreement is terminated for any reason, all sublessees will be liable to County for the payment of their prorata share of the rentals and fees required under Section 1.5, RENTS AND FEES PAYABLE TO COUNTY, of this Agreement. Payment of rentals and fees under this paragraph will entitle the sublessee to quiet enjoyment of the Premises pursuant to Section 4.3, QUIET ENJOYMENT, of this Agreement.

2.4 SUCCESSORS AND ASSIGNS

All covenants and conditions of this Agreement will extend to and bind the legal representatives, successors and assigns of the respective parties hereto and all agreements with assignees or Sublessees will include all provisions contained in this Agreement.

2.5 CONTROL OF PERSONNEL

Company will, in and about the Premises and elsewhere upon the Airport, exercise reasonable control over the conduct, demeanor, and appearance of its employees, agents, invitees, representatives, contractors, subcontractors, and suppliers, and their conduct shall be in an orderly and proper manner so as not to annoy, disturb, or be offensive to others. All employees of the Company must conduct themselves at all times in a courteous manner and act in accordance with the Airport Rules and Regulations and/or Airport Operating

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Directives. Upon objection from CDR to Company concerning the conduct, demeanor or appearance of such persons, Company will, within a reasonable time, remedy the cause of the objection.

2.6 SIGNS

- 2.6.1 Company will not erect, install, operate, nor cause or permit to be erected, installed, or operated upon the Premises or elsewhere upon Airport property, any signs or other similar advertising devices for its own business. County reserves all rights to establish any advertising signs located on the Premises.
- 2.6.2 Any identifying signs erected, installed, operated or attached to the Premises will require the prior written approval of the CDR, which will not be unreasonably withheld. Such approval may consider and provide conditions concerning factors including, but not limited to, size, type, content, and method of installation.
- 2.6.3 Company will not commission, install or display any work of art without the prior written approval of the CDR and without a full written waiver by the artist of all rights under the Visual Artist's Rights Act of 1990, 17 U.S.C. (Sections 106A and 113).
- 2.6.4 At the sole discretion of CDR, and subject to compliance with applicable legal requirements, applicable fees, and any other requirements that may be described by the CDR, Company's use of the Premises shall not include the ability to erect or to grant to a third party the ability to erect commercial billboards on the Premises. All such rights are reserved herein for the County.

2.7 ENTRY AND INSPECTION OF PREMISES

- 2.7.1 County, its authorized officers, employees, agents, contractors, subcontractors or other representatives will have the right to enter upon the Premises for the following reasons by providing at least two (2) business days prior written notice and while accompanied by a representative of Company, except in an emergency, in which case County will provide concurrent or reasonable subsequent notice specifying the nature of the emergency and the need for immediate entry.
- 2.7.2 To inspect at reasonable intervals during regular business hours (or any time in case of emergency) to determine whether Company has complied and is complying with the terms and conditions of this Agreement.
- 2.7.3 For the purpose of inspecting the Premises and for fulfilling County's obligations hereunder, provided however, that such entry will be at such times and in such manner as to not unreasonably interfere with the operations of Company or its Sublessees. County may, however, enter at any time for emergency repairs or maintenance without responsibility to Company for loss of business.

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- 2.7.4 No such entry by or on behalf of County upon the Premises will cause or constitute a termination of this Agreement nor be deemed to constitute an interference with the possession thereof nor constitute a revocation of or interference with any of Company's rights in respect thereof for exclusive use of the Premises.
- 2.7.5 The inspections contemplated by the parties to this Agreement, pursuant to this Section, are for the sole benefit of the parties. No benefit to any third party is contemplated nor intended.

2.8 INTENTION OF PARTIES

- 2.8.1 This Agreement is intended solely for the benefit of County and Company and is not intended to benefit, either directly or indirectly, any other persons or member(s) of the public at large. Any work done or inspection of the Premises by County is solely for the benefit of County and Company.
- 2.8.2 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the County and the Company.

2.9 LIENS

Company shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. However, should any lien be placed on the Premises or any improvements thereon the Company will cause to be removed any and all liens of any nature including, but not limited to, tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Company or any of its contractors or subcontractors upon the Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, Company will bond against or discharge the same within thirty (30) days after written request by CDR.

2.10 AIRPORT SECURITY PROGRAM

- 2.10.1 In the event a security plan is adopted at Henderson Executive Airport by the County, all personnel requiring access to the Airport Terminal Building and/or Airport Operations Area will be required to obtain identification and clearance issued at the sole discretion of the CDR in accordance with Airport Rules and Regulations,

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Operating Directives, and any Airport Security Plan.

2.10.2 Company covenants that it will always maintain the integrity of the Airport's Security Program, as applicable, and that it will always maintain the security of the Airport and/or any airfield access which Company maintains. Company also hereby agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, sublessees, tenants, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport's Security Program, at all times.

2.10.3 Should Company, its employees, subcontractors, suppliers, agents, sublessees, tenants, and/or representatives cause any security violation and should County be cited for a civil penalty for such security violation, Company agrees to reimburse County for any monetary civil penalty which may be imposed by the TSA. Company will have access privileges immediately suspended and/or revoked by CDR for failure to adhere to the Airport's Security Program or for failure to return all badges and/or gate cards within twenty-four (24) hours or the next business day. Such actions may also result in the immediate termination of this Agreement, at the sole discretion of the CDR.

Company also hereby agrees that it will immediately implement, at its sole cost and expense, any and all security changes that are directed either directly or indirectly by the TSA, FAA, CDR, or other government agency.

2.11 TAXES, LICENSES AND PERMITS

Company will promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation and lease of the Premises hereunder. Company may elect, however, at its own cost and expense to contest any such tax, excise, levy or assessment. Company will keep current Federal, State or local licenses or permits required for the conduct of its business.

2.12 INDEMNITY

Company agrees to indemnify, defend and hold County, its officers and employees forever harmless from and against all claims, demands, lawsuits, liability, loss, judgments or other expense (including, but not limited to, defense costs, expenses and reasonable attorney fees) made or imposed upon County arising out of any injuries to or death of persons (including wrongful death) and/or damages to property related to Company's use or occupancy of Airport property or the Premises in violation of the terms of this Agreement or any wrongful or intentional actions or non-actions, or any negligent actions or non-actions, of Company, its officers, employees, agents, or other representatives, or invitees, including movement of aircraft or vehicles, provided, however, that such indemnity will not apply to the extent of any negligent act or omission of County, its employees, agents, or representatives.

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2.13 INSURANCE AND CONSTRUCTION BONDS

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

2.13.1 Bonds for Construction/Improvements: Prior to the commencement of any construction contract, Company will require its contractor to furnish Contract Bonds to the CDR as follows:

2.13.1.1 Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract price.

2.13.1.2 Payment and Performance Bond in the amount of one hundred percent (100%) of the contract price.

2.13.1.3 Guaranty Bond in the amount of one hundred percent (100%) of the contract price. The Guarantee Bond will go into effect when the Notice of Completion is approved in accordance with Section 1.14 entitled CONSTRUCTION STANDARDS, RULE AND REGULATIONS, of this Agreement.

2.13.1.4 CDR, in the exercise of his sole discretion may waive the requirements of this Section 2.13.1 upon written request by Company.

2.13.1.5 The Bonds referred to herein above will be written on the Payment and Performance Bond and Labor and Material Payment Bond and Guaranty Bond forms approved by the CDR.

2.13.1.6 Bonds may be secured through the contractor's usual sources provided the Surety is authorized and licensed to do business in the State of Nevada.

2.13.1.7 Company will require its contractor to require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.

2.13.1.8 Any Labor and Material Payment Bond, Payment and Performance Bond, or Guaranty Bond prepared by a licensed nonresident agent must be countersigned by a resident agent as per the provisions of N.R.S. 680A.300.

2.13.2 Insurance Requirements: Upon Company's execution of this Agreement and prior to the commencement of any improvement or equipment installation on or about the

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Premises, Company will provide and agrees to maintain acceptable insurance in accordance with specifications contained in this Section 2.13.2. Company shall also require and provide to CDR that its construction contractor, tenants, and sublessees procure and maintain insurance for such construction and installation and/or occupancy of any portion of the Premises, protecting both Company and County as well as the construction contractor, tenant, and/or sublessee during the term of the construction and/or the term of this Agreement, as applicable. Such insurance will provide coverage and limits as are determined customary in the industry by CDR and Company. Such insurance will include but is not limited to the following:

- A. Commercial General Liability on an "occurrence" basis
- B. Aircraft Liability
- C. Hangar Keepers Liability
- D. Automobile Liability
- E. Worker's Compensation Insurance
- F. Property Insurance Coverage -- Full Insurable Replacement Value of Property and Personal Property
- G. Builder's Risk equal to the maximum possible loss covering the project and all materials and equipment (during construction and/or improvements activities).

2.13.2.1 Company's (or its Contractor's, tenants, and sublessees) insurance shall be primary as respects to County and Company, their officers, employees and volunteers acting as agents of the County, hereinafter "volunteers." Any other coverage available to County, its officers, employees, and volunteers will be in excess over the insurance required by the contract and shall not contribute with it.

2.13.2.2 **Worker's Compensation Insurance:** Company will maintain worker's compensation in the amounts and form as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Certificates evidencing the valid, effective insurance policies will be provided to and kept on file with CDR.

2.13.2.3 **Property Insurance Coverage:** Company will keep insured with responsible insurance underwriters any and all improvements constructed by it upon and within the Premises, including all personal property contained therein, to the extent of not less than one hundred percent (100%) of such improvements and property full insurable replacement value using the all risk form of protection as acceptable to the CDR. Company will be responsible for insuring against any rental protection resulting in loss of income, personal property or extra expense to Company.

2.13.2.4 **Commercial General Liability Insurance:** Company will obtain and keep in full force and effect commercial general liability insurance coverage for

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injury to property and person, products, liability, and such other coverage as may be necessary to protect County herein from such claims and actions. Said insurance shall have limits of not less than One Million (\$1,000,000) Dollars per occurrence limit of liability, personal and advertising injury, Two Million (\$2,000,000) Dollars general aggregate limit of liability and products-completed operations limit of liability.

2.13.2.5 **Hangar Keepers Liability Insurance:** Company will obtain and keep in full force and effect hangar keepers liability insurance coverage for injury to aircraft in the care, custody, control of the insured, and such other coverage as may be necessary to protect County herein from such claims and actions. Said insurance shall have limits of not less than One Million (\$1,000,000) Dollars per occurrence limit of liability, general aggregate limit of liability.

2.13.2.6 **Automobile Liability Insurance:** Company will furnish Automobile Liability coverage for claims for damage because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. Company will maintain limits of no less than Five Hundred Thousand (\$500,000) Dollars combined single limit "per accident" for bodily injury and property damage.

2.13.2.7 **Aircraft Liability Insurance:** Company will obtain and keep in full force and effect aircraft general liability insurance coverage for injury to property and person, products, liability, and such other coverage as may be necessary to protect County herein from such claims and actions. Said insurance shall have limits of not less than Ten Million (\$10,000,000) Dollars per occurrence limit of liability, personal and advertising injury, general aggregate limit of liability and products-completed operations limit of liability.

2.13.2.8 **Builder's Risk:** Coverage will insure any improvements constructed by it upon and within the Premises to the extent of not less than one hundred percent (100%) of such improvements full insurable value using the all risk form of protection as acceptable to the County. Company will be responsible for insuring against any business interruption resulting in loss of income or extra expense to Company. Company shall obtain and maintain flood insurance required hereunder in such amounts and forms as are available, from time to time, under the National Flood Insurance Program.

2.13.3 All required insurance coverage as stated in Section 2.13.2 will be evidenced by a current Certificate(s) of Insurance. Such Certificates will include, but will not be limited to, the following:

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- 2.13.4 All Certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada.
- 2.13.5 Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required Certificates of Insurance. If the insurance company providing the coverage has a Best rating of less than A+VIII the adequacy of the insurance supplied by Company (or its contractor), including the rating and financial health of each insurance company providing coverage, is subject to the approval by the CDR. Such approval will not be unreasonably withheld.
- 2.13.6 Company (or its contractor) will furnish renewal Certificates, prior to the expiration of the current Certificates of Insurance, for the required insurance during the period of coverage required by this Agreement. Company (or its contractor) will furnish renewal Certificates, prior to the expiration of the current Certificates of Insurance, for the same minimum coverages as required in this Agreement. If such certificate(s) are not provided in a timely manner, the CDR may declare the Company in default of its obligation under this paragraph, subject to Section 2.16 (subsection 2.16.3 CURE) entitled TERMINATION BY COUNTY.
- 2.13.7 Company agrees to cause its insurance company to issue a policy endorsement expressly naming Clark County, its officers, employees and volunteers as an additional insured with respect to liability arising out of the activities by or on behalf of the named insured in connection with this Agreement. All property insurance policies will contain a waiver of subrogation clause in favor of Clark County.
- 2.13.8 Each insurance policy supplied by the Company (or its contractor) must be endorsed to provide that the amount of coverage afforded to the County by the terms of this Agreement will not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by mail.
- 2.13.9 Any deductible, as it relates to coverage provided under this Agreement, will be fully disclosed on the Certificates of Insurance. Any deductible provided will be reasonable and customary for this type of risk.
- 2.13.10 If aggregate limits are imposed on the insurance coverage, then the amounts of such limits must be not less than Two Million (\$2,000,000) Dollars or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Company's insurer must notify the CDR of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate. A modification of the aggregation limitation may be permitted if it is deemed necessary and approved by the CDR and Company.

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- 2.13.11 If the Company fails to maintain any of the insurance coverages required herein, then the County will have the option to declare the Company in breach subject to Section 2.16 entitled TERMINATION BY COUNTY (subsection 2.16.3 CURE) or the CDR may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. The Company is responsible for any expenses paid by the County, plus ten percent (10%) administrative fees, to maintain such insurance and County may collect the same from the Company.
- 2.13.12 The insurance requirements specified herein do not relieve the Company of its responsibility or limit the amount of its liability to the County or other persons and the Company is encouraged to purchase such additional insurance as it deems necessary.
- 2.13.13 Company is responsible for and must remedy all damage or loss to any property, including property of County, caused in whole or in part by the Company or its contractor, any subcontractor or anyone employed, directed or supervised by the Company. Company is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement.
- 2.13.14 County retains the right to adjust insurance requirement limits, as may be necessary to insure against the risk for a specific activity requested under a sublease or sales agreements with company and submitted to County for approval. Such limits shall not exceed those limits established for similar activities at the Airport. Company shall require that all policies meet the requirements as set forth in this Section 2.13 of this Agreement.
- A. Company is responsible for and must remedy all damage or loss to any property, including property of County, caused in whole or in part by the Company, its contractors, any subcontractor, or anyone employed, directed, or supervised by the Company.
- B. If Company (or its Contractor's) fails to maintain any of the insurance requirements or coverages herein, the County will have the option of declaring Company in breach of this Agreement under this paragraph, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages be maintained. Company is responsible for any expenses paid by County to maintain such insurance and County may collect the same from Company.
- C. Company is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement. Company shall keep in proper functioning order all fire fighting equipment, excluding the Department of Aviation's automated sprinkler system. From time to time as

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often as reasonably required by County, Company shall conduct appropriate tests of any fire extinguishing apparatus located on the Premises.

- D. Certificates of Insurance: Company shall provide County evidence of the required minimum insurance coverages and endorsements, per the sample certificate provided by County, within fifteen (15) calendar days from the date of written approval by the County.
- E. 30 Day Notice: Certificates of Insurance will provide a thirty (30) day written notice provision for cancellation or coverage reduction to any policy.
- F. Deductible / Self Insured Retention: All deductibles and self-insured retention shall be fully disclosed within the Certificates of Insurance. No deductible or self-insured retention may exceed Ten Thousand and 00/100 (\$10,000.00) Dollars unless CDR gives prior written consent.

2.13.15 Additional Insurance Requirements – Approved Commercial Aviation Activity within the Premises: Company shall require and include in its agreements with all tenants and sublessees conducting Commercial Aviation Activities within the Premise to submit to County, evidence of coverage within thirty (30) days of occupancy, and maintain in proper form, the following insurance policies, at a minimum:

- A. **Commercial General Liability Insurance:** Company will obtain and keep in full force and effect commercial general liability insurance coverage for injury to property and person, products, liability, and such other coverage as may be necessary to protect County herein from such claims and actions. Said insurance shall have limits of not less than One Million (\$1,000,000) Dollars per occurrence limit of liability, personal and advertising injury, Two Million (\$2,000,000) Dollars general aggregate limit of liability and products-completed operations limit of liability.
- B. **Hangar Keepers Liability Insurance:** Company will obtain and keep in full force and effect hangar keepers liability insurance coverage for injury to aircraft in the care, custody, control of the insured, and such other coverage as may be necessary to protect County herein from such claims and actions. Said insurance shall have limits of not less than One Million (\$1,000,000) Dollars per occurrence limit of liability, general aggregate limit of liability.
- C. **Automobile Liability Insurance:** Company will furnish Automobile Liability coverage for claims for damage because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. Company will maintain limits of no less than Five Hundred Thousand (\$500,000)

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Dollars combined single limit "per accident" for bodily injury and property damage.

2.14 FIRE PROTECTION

From time to time and as often as reasonably required by County, Company will conduct appropriate tests of any fire extinguishing apparatus located on the Premises. Company or Sublessees will keep in proper functioning order all fire fighting equipment located on the Premises.

2.15 DAMAGE AND DESTRUCTION

2.15.1 In the event of damage, destruction, or loss from any cause of improvements constructed upon the Premises that is not capable of being repaired within sixty (60) days, Company will have the option to terminate this Agreement by written notice to County within ten (10) days after the occurrence of such event. In the event Company elects to terminate this Agreement based upon such damage, destruction, or substantial loss and Company or its employees or agents cause such damage, destruction or substantial loss to occur, Company will be liable for and will pay for all cleanup or demolition of the Premises and make such repairs, replacements or restorations required, including the removal and/or replacement of personal property, vehicles not otherwise covered by insurance. In the event Company does not exercise such termination option, or in the event said damage, destruction or loss is capable of being repaired within sixty (60) days, then Company will promptly repair, replace, restore or rebuild said improvements.

2.15.2 Company will be entitled to an abatement of rentals upon the date of notice from Company to County of its intent to terminate or to repair damage to the improvements. Rental will recommence upon substantial repair of improvements, which are sufficient to allow Company to recommence business operations. In no event, however, will the abatement be longer than six (6) months.

2.16 TERMINATION BY COUNTY

2.16.1 Default by Company: Company will be in default under this Agreement in the event of any one or more of the following occurrences:

2.16.1.1 Company fails to either Commence Construction or to Complete Construction of the facilities as further outlined in Sections 1.3, 1.5, and 1.13 of this Agreement. County may terminate this Agreement under this Section 2.16.1.1, at its sole discretion, with thirty (30) days written notice of its intent to terminate this Agreement.

2.16.1.2 Company becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the

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benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal bankruptcy laws, or under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property.

2.16.1.3 A petition under any part of the Federal bankruptcy laws, or an action under any present or future insolvency law or statute, is filed against Company and is not dismissed within sixty (60) days after the filing thereof or which causes the discontinuance of the fulfillment of any required provision of the Agreement by Company.

2.16.1.4 Company fails to pay the rental charges or other money payments required by this Agreement when the same are due and the continuance of such failure for a period of ten (10) days after written notice thereof from the CDR to Company.

2.16.1.5 Company voluntarily abandons any of the Premises leased or assigned to it or discontinues the conduct and operation of its business at the Airport or ceases to provide any or all of the services as required under this Agreement.

2.16.1.6 Violation by Company, its contractors, subcontractors, tenants, and/or sublessee of the terms and conditions of this Agreement, as determined by the County at its sole discretion. If such default is not cured, as provided for in Section 2.16.3 of this Agreement, County may, at its sole discretion, suspend or terminate this Agreement.

2.16.1.7 If Company shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nevada.

2.16.1.8 If Company shall fail to take possession of the Premises.

2.16.1.9 Company fails to provide the required certificates of insurance as stated in Section 2.13 of this Agreement.

2.16.2 General Provisions:

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

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2.16.2.2. Any amount paid or expense or liability incurred by the County for the account of Company may be deemed to be additional charges and the same may, at the option of the County, be added to any rents and fees then due or thereafter falling due hereunder.

2.16.2.3 The Company agrees to keep all insurance policies in effect as required under Section 2.13 of this Agreement, until the time it surrenders its Premises.

2.16.3 Cure:

Company will be considered in default of this Agreement if Company fails to fulfill any of the terms, covenants and conditions set forth in this Agreement if such failure continues for a period of more than thirty (30) days (except failure to pay rental charges as described in 2.16.1.4 hereinabove) after delivery by CDR of a written notice of such breach or default, except Company shall not be in default of this Agreement if the fulfillment of its obligation requires activity over a period of time, and Company has commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

2.16.4 Termination for Default By Company:

In addition to all other remedies available, if default is made by Company as described in Section 2.16.1 hereinabove, and such default is not cured as provided in Section 2.16.3, County may elect to terminate this Agreement with thirty (30) days' written notice to Company.

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

2.16.4.2 In the event of any termination for default by Company, County will have the right to enter upon the Premises and take exclusive possession of same. Redelivery and disposal of improvements will be as described in 2.19 entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION, of this Agreement.

2.17 TERMINATION BY COMPANY

2.17.1 Default by County: County will be considered in default of this Agreement if County fails to fulfill any of the terms, covenants, or conditions set forth in this Agreement if such failure shall continue for a period of more than thirty (30) days after delivery by Company of a written notice of such breach or default.

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

2.17.2.1 The abandonment of the Airport, or any portion thereof, for longer than six (6) months. It shall not be implied to be default if any action taken by the federal, state, or local government suspends operations and/or closes the Airport.

2.17.2.2 The assumption by the United States government, or any authorized agency thereof, of the operation, control or use of the Airport or any portion thereof, and its facilities in such a manner as to substantially restrict the Company from installing and maintaining its Premises and associated operations, if such restriction be continued for a period of three (3) months or more.

2.17.3 Cure:

County will not, however, be considered in breach of this Agreement if the fulfillment of its obligation requires activity over a period of time and County has commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

2.17.4 Termination for Default By County:

In addition to all other remedies available, if default is made by County as described in Section 2.17.1 hereinabove, Company may elect to terminate this Agreement with thirty (30) days written notice to CDR.

2.17.4.1 In the event of the termination for default by County, redelivery and disposal of improvements will be as described in Section 2.19, entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION, of this Agreement.

2.17.4.2 In the event of any termination for default by County, it will in no way prejudice the right of action for rental arrearages owed by Company.

2.18 WAIVERS AND ACCEPTANCE OF FEES

2.18.1 No waiver of default by either party hereto of any of the terms, covenants or conditions hereof to be performed, kept or observed will be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, conditions herein contained to be performed, kept and observed.

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- 2.18.2 No acceptance of fees or other money payments in whole or in part for any period or periods during or after default of any of the terms, conditions or covenants to be performed, kept or observed by Company will be deemed a waiver on the part of Company of its right to terminate this Agreement on account of such default.

2.19 REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION

- 2.19.1 Company covenants that at the termination of this Agreement, howsoever caused, it will quit and surrender the Premises in good repair and condition, except reasonable wear and tear, acts of God, the public enemy or the action of the elements.
- 2.19.2 Upon termination of this Agreement, howsoever caused, County will require Company to remove from the Premises, within thirty (30) days of termination, all equipment, trade fixtures and personal property belonging to Company or its Sublessees. For purposes of this Subsection 2.19.2, the words "equipment, trade fixtures and personal property" will include, but not be limited to, signs (electrical or otherwise) used to advertise or identify Company's business, all equipment used in connection with the conduct of its business whether or not such equipment is bolted or otherwise attached to the Premises; any other mechanical device; and all other miscellaneous equipment, furnishings and fixtures installed on or placed on or about the leased Premises and used in connection with Company's business thereon.
- 2.19.3 Upon termination of this Agreement, howsoever caused, County may require either of the following by giving written notice prior to the date of termination:
- 2.19.3.1 Company will, commencing within thirty (30) days following the termination date, remove all or part (as determined by County) of the permanent improvements made to or placed upon the Premises by Company or otherwise dispose of its interest in the Premises. Such disposal shall have the County's prior written approval. Company agrees that it will use due diligence in completing the removal as may be required herein.
- 2.19.3.2 Company will leave in place all or part, as determined by County, of the permanent improvements whereupon title and ownership will vest in County without any further consideration required from County. Company agrees that it will immediately provide any transfers of title to County as may be required.
- 2.19.3.3 If no written notice is received by Company from County prior to termination of this Agreement pursuant to this Section 2.19.3, Section 2.19.3.2 will apply.

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2.19.4 For purposes of this Section 2.19.3 the words "permanent improvements" will include, but not be limited to, paving, buildings, structures and related appurtenances, wall coverings, carpeting, draperies and light fixtures.

2.20 SUSPENSION AND ABATEMENT

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

2.21 FINANCING

2.21.1 Notwithstanding anything to the contrary contained in this Agreement, Company will have the right at any time during the term hereof to execute and deliver to any or all of its lenders any documents which will operate as collateral security for any loan or loans made for the construction of improvements to the Premises, even if such document(s) results in a form or type of conveyance or assignment of the leasehold interest demised hereunder. It is hereby agreed that Company or any such lender(s) will have the right to immediately record such document(s) with appropriate public official(s). Company agrees that copies of all such documents of conveyance or assignment as contained in this Section 2.21 will be provided to County forthwith. Conveyances and assignments in connection with other than initial financing will first receive approval of County. Any lender, which will succeed to Company's interest hereunder, will so succeed subject to all the terms and conditions of this Agreement.

2.21.2 County will deliver to any such lender written notice of any default of Company under the terms of this Agreement and said notice will specify the nature of the default. Before terminating this Agreement, County will allow such lender to cure or commence to cure any default of Company in accordance with Section 2.16.3 of this Agreement. The time period to cure any default of Company will commence when said notice is delivered to lender.

2.21.3 Any default by Company in the payment of money as required under the terms of this Agreement may be cured by the lender in accordance with the terms of Section 2.16.3 of this Agreement, and County will accept any such payment or cure from such lender during the term of the lender's loan to Company.

2.21.3.1 Should the Company default under the terms of this Agreement and should the default be such that it cannot be cured by the payment of money and the default does not affect the security or safety of the Premises, County will accept payments of rent from such lender and

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this Agreement will not terminate, but will remain in full force and effect, pending lender's cure of such default or resort to foreclosure or sale proceedings under its deed of trust or other security instruments.

2.21.3.2 Should the Company default under the terms of this Agreement and should the default be such that it cannot be cured by the payment of money and the default affects the security or safety of the Premises, upon notice such lender will have the obligation to cure immediately may cure or commence to cure the default in accordance with Section 2.16.3 of this Agreement. If, however, the lender petitions and County elects to cure the default, County will present for payment to Company and lender a detailed and itemized invoice of County's reasonable expenses incurred in curing the default. This Agreement will not terminate sooner than one (1) year from the date of County's notice of default to Company and lender, pending such lender's resort to any foreclosure or sale proceedings under its deed of trust or other security instrument unless Company or lender fails to pay County within thirty (30) days from receipt the amount of the invoice.

2.21.4 County agrees that completion of any foreclosure proceedings or sale under the deed of trust or other security securing the loan, the lender or purchaser at such sale or any heir, successor, or assign of lender subsequent to such sale, will be recognized by County as the lessee under the terms of this Agreement for all purposes (provided County has consented to the list of potential transferees, or any purchaser, heir, successor or assign of lender, as fit and proper to hold the Agreement and financially capable of performing and such consent will not be unreasonably withheld) for the remaining term hereof and the leasehold interest of the lender or such purchaser will not be adversely affected or terminated by reason of any nonmonetary default occurring prior to the completion of such proceedings or sale.

2.21.5 Such lender will not become personally liable under the terms and obligations of this Agreement unless and until it assumes the obligations and is recognized by County as lessee under this Agreement and will be liable only so long as such lender maintains ownership of the leasehold interest or estate.

2.22 RECOVERY OF PREMISES

County may, in its unlimited discretion, at any time during the term of this Agreement or any extensions thereof, recover all or any part of the Premises for other Airport or public uses. Prior to the exercise of this power of recovery, County agrees to give Company one hundred twenty (120) days prior written notice of its intention to exercise this power. In the event of such taking, County will pay to Company a sum equal to the unamortized value of the fixed improvements made to the Premises by Company on that portion of the Premises so recovered by County. For purposes of this Agreement and the determination of the unamortized value, the parties agree that said fixed improvements will be amortized on a

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straight-line method over the full term (excluding any option periods) of this Agreement. In the event the recovery is for a portion of the Premises, then this Agreement will continue except that the leased area will be recalculated to reflect the new square footage upon which rental payments will continue.

ARTICLE III

3.1 MAINTENANCE AND OPERATION NONDISCRIMINATION COMPLIANCE

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

3.2 NONDISCRIMINATION IN PARTICIPATION, CONSTRUCTION AND USE OF PREMISES

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

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

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3.3 TERMINATION RIGHTS FOR BREACH OF SECTIONS 3.1 OR 3.2

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

3.4 NONDISCRIMINATION IN FURNISHING ACCOMMODATIONS AND/OR SERVICES

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

3.5 RIGHTS FOR NONCOMPLIANCE WITH SECTION 3.4

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

3.6 COMPANY'S OBLIGATION 49 CFR PART 23, SUBPART F

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

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

3.7 SUBAGREEMENT NONDISCRIMINATION COMPLIANCE

Company hereby assures it will include the above Article III clauses in all subleases and cause Sublessees to similarly include clauses in further subleases.

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3.8 COMPANY OBLIGATION

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

3.9 APPENDIX 9, GENERAL CIVIL RIGHTS PROVISION

Company assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Company or its transferee for the period during which Federal assistance is extended to the Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

3.10 AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS

- 3.10.1 Company assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Company assures that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Company assures that it will require that its covered suborganizations provide assurances to Company that they similarly will undertake Affirmative Action Programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E to the same effect.
- 3.10.2 Company agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any Federal, State, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Company agrees that State or local affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR, Subpart

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152.409. Company agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

3.10.3 In the event Company employs fifty (50) or more employees on the Airport, it agrees to prepare and keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with standards in 14 CFR, Subpart 152.409. Such program will be updated on an annual basis. Should Company employ less than fifty (50) employees on the Airport, it will annually send written correspondence confirming the exemption.

3.11 AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT AND EXPANSION

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

3.12 MAINTENANCE, REPAIR, DIRECTION AND CONTROL

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

3.13 AGREEMENTS WITH THE UNITED STATES OF AMERICA

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

3.14 OPERATION OF AIRPORT BY THE UNITED STATES OF AMERICA

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

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3.15 PART 77 OF FEDERAL AVIATION REGULATIONS

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

3.16 NONEXCLUSIVE

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

3.17 AIRSPACE

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

3.18 AIRPORT OBSTRUCTIONS

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

3.19 AIRPORT HAZARDS

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

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3.20 AIRPORT RULES AND REGULATIONS AND AIRPORT OPERATING DIRECTIVES

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

3.21 COMPLIANCE WITH PUBLIC AUTHORITIES

3.21.1 Company will not use or permit the use of the demised Premises or any other portion of the Airport for any purpose or use other than authorized by this Agreement or as may be authorized by other, separate, written agreement with County.

3.21.2 Company, its employees, representatives or agents will comply with all present or future laws, rules and regulations and amendments or supplements thereto governing or related to the use of the Airport or the demised Premises as may from time to time be promulgated by Federal, State or local governments and their authorized agencies.

3.22 ENVIRONMENTAL POLICY

3.22.1 VIOLATION OF ENVIRONMENTAL LAWS

Company will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Premises, or transported to and from the Premises, by Company, its tenants, sublessees, their agents, employees, contractors, invitees or a third party in violation of the Environmental Laws as defined in Section 1.1, entitled DEFINITIONS, of this Agreement.

3.22.1.1 CDR will have access to the Premises to inspect same to insure that Company is using the Premises in accordance with environmental requirements.

3.22.1.2 Upon request of CDR, Company will conduct such testing and analysis as necessary to ascertain whether Company is using the Premises in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by Company and subject to CDR's reasonable approval. Copies of such reports from any such testing will be provided to CDR.

3.22.1.3 Company will provide copies of all notices, reports, claims, demands or actions concerning any environmental concern or release or

threatened release of hazardous materials or special wastes to the environment.

3.22.2 CONTAMINATION OF PREMISES

If the presence of any Hazardous Materials on, under or about the Premises caused or permitted by Company results in any contamination of the Premises in violation of an Environmental Law, Company will promptly take any and all actions, at its sole cost and expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises. Company will take any and all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination as is presently or subsequently discovered on or under the Premises as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all environmental requirements. Such procedures are subject to:

- 3.22.2.1 Prior approval of CDR, which approval will not be unreasonably withheld. Company will submit to CDR a written plan for completing all remediation work. CDR retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice.
- 3.22.2.2 Such actions of remediation by Company will not potentially have any material adverse long-term effect on the Premises in the sole judgment of CDR.

3.22.3 COMPLIANCE WITH ALL GOVERNMENTAL AUTHORITIES

Company will promptly make all submission to, provide all information to, and comply with all requirements of the appropriate governmental authority under all Environmental Laws as defined in Section 1.1, entitled DEFINITIONS, of this Agreement.

- 3.22.3.1 In addition to all other environmental requirements herein Company will file all air quality permits with the Clark County Health District and employ emission reduction activities.
- 3.22.3.2 Should the Government with jurisdiction over the Premises determine that a site characterization, site assessment, and/or cleanup plan be prepared or that a cleanup should be undertaken because of any spills or discharges of hazardous materials at the Premises which occur during the term of this Agreement then Company shall (at its own expense) prepare and submit required plans and financial assurances, and carry out the approved plans. At no cost or expense to County,

Company will promptly provide all information requested by CDR to determine the applicability of the Environmental Laws to the Premises, or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

3.22.3.3 Company's obligations and liabilities under this provision will continue so long as County bears any responsibility under the Environmental Laws for any action that occurred on the Premises during the term of this Agreement.

3.22.3.4 This indemnification of County by Company includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Federal, State or local governmental agency or political subdivision because of hazardous material located on the Premises or present in the soil or ground water on, under or about the Premises.

3.22.3.5 The parties agree that County's right to enforce Company's promise to indemnify is not an adequate remedy at law for Company's violation of any provision of this Agreement. County will also have the rights set forth in Section 3.22.4, entitled COUNTY'S TERMINATION RIGHTS FOR VIOLATION OF ENVIRONMENTAL LAWS, or Section 2.16, entitled TERMINATION BY COUNTY, of this Agreement in addition to all other rights and remedies provided by law or otherwise provided in this Agreement.

3.22.4 COUNTY'S TERMINATION RIGHTS FOR VIOLATION OF ENVIRONMENTAL LAWS

3.22.4.1 Company's failure or its tenants, sublessees, their agents, employees, contractors or invitees or the failure of a third party to comply with any of the requirements and obligations of this Agreement or applicable Environmental Laws will constitute a material default of this Agreement and will permit County to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement, to which County may resort cumulatively, or singularly, in the alternative.

3.22.4.1.1 County may, at County's election, keep this Agreement in effect and enforce all of its rights and remedies under this Agreement, including (i) the right to recover rent and other sums as they become due by

the appropriate legal action and/or (ii) the right, upon ten (10) days' written notice to Company, to make payments required of Company or perform Company's obligations and be reimbursed by Company for the cost thereof, unless such payment is made or obligation performed by Company within such ten (10) day period.

3.22.4.1.2 County may, at County's election, terminate this Agreement upon written notice to Company as provided in Section 2.16, entitled TERMINATION BY COUNTY, of this Agreement. If this Agreement is terminated under this provision, Company waives all rights against County, including, but not limited to, breach of contract, costs of design, installation or construction of improvements and/or interruption of business.

3.22.4.1.3 Notwithstanding any other provision in this Agreement to the contrary, County will have the right of "self-help" or similar remedy including access to the Premises in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of environmental law on, under, or about the Premises.

3.22.5 The provisions of this Section 3.22 entitled ENVIRONMENTAL POLICY shall survive the expiration or earlier termination of this Agreement.

3.23 AMERICANS WITH DISABILITIES ACT

Company will throughout the term of this Agreement be in compliance with all applicable provisions of the Americans With Disabilities Act, Public Law 101.336.

ARTICLE IV

4.1 FORCE MAJEURE

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

by Company to pay rents, fees or any other money payments required under other provisions, covenants or agreements contained in this Agreement.

4.2 NONLIABILITY OF INDIVIDUALS

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

4.3 QUIET ENJOYMENT

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

4.4 NOTICES

All notices, requests, consents, and approvals under this Agreement will be served or given only by certified or registered mail, except in cases of emergency, in which case they will be confirmed by certified or registered mail.

Notices intended for County will be addressed to:

Clark County, Nevada
Director of Aviation
P.O. Box 11005, Airport Station
Las Vegas, Nevada 89111-1005
FAX (702) 597-9553

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

Notices intended for Company will be addressed to:

Mr. Dan Laliberte, Vice President
HENDERSON QUAIL COMMERCIAL AVIATION CENTER, LLC
195 East Reno, #A
Las Vegas, NV 89119
Phone (702) 798-1133 FAX: (702) 798-2944

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

4.5 HEADINGS, TITLES OR CAPTIONS

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

4.6 INVALID PROVISIONS

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision will in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Company in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

4.7 STATE OF NEVADA LAW

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

4.8 INDEPENDENT CONTRACTOR

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

4.9 FULL AUTHORITY

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

4.10 ADVERSE TENANCY

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

4.11 DISPUTES

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

4.12 AGENT FOR SERVICE OF PROCESS

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

4.13 GENDER

Works of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

4.14 ENTIRE AGREEMENT

- 4.14.1 This document represents the entire agreement between the parties hereto and will not be modified or canceled by mutual agreement or in any manner except by instrument in writing, executed by the parties or their respective successors in interest. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth,

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and that no claim or liability for cause for termination shall be asserted by either party against the other, and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other party being expressly waived.

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

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

4.15 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, or assigns, as the case may be.

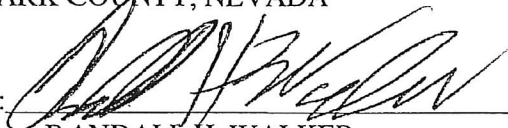
IN WITNESS WHEREOF, County and Company have executed these presents the day and year first above written.

ATTEST:

CLARK COUNTY, NEVADA

BY: _____

BY:

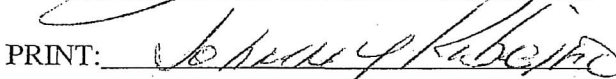


RANDALL H. WALKER
Director of Aviation

WITNESS:

HENDERSON QUAIL COMMERCIAL
AVIATION CENTER, LLC

SIGN:

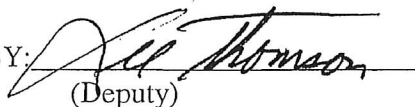


PRINT:

TITLE: Managing Member

APPROVED AS TO FORM:
David Roger, District Attorney

BY:



(Deputy)

EXHIBIT B

PERFORMANCE MEASURES AND SCOPE OF SERVICES

1.1 GENERAL

It is the intent of the County to provide world class commercial aviation services to its customers that utilize Henderson Executive Airport.

- Company shall furnish all management, labor, and supplies necessary for the efficient and effective operation of services included in this Agreement.
- Company shall be responsible to plan, develop, coordinate, manage, and operate the commercial aviation center and related services in accordance with this Agreement in order to enhance customer services at the Airport.
- Company shall submit its policies and procedures manual to the Director of Aviation or designee and have such manual approved by the Director of Aviation or designee prior to beginning operations and shall have any material changes thereto approved prior to implementation.
- County will have the right to establish reasonable rules and regulations and/or operating directives regarding the commercial aviation services provided under this Agreement and Company agrees to comply with such regulations.
- Company shall furnish its employees working at the Airport with standardized uniforms as approved by the Director of Aviation. Such uniforms shall be of a color and style distinct from the County employees and shall be representative of world class and/or high standard of operation. In addition to any required County identification badging, each employee will wear a uniform name tag identifying the employee, the service being provided and the Company's name, and in the case of supervisors, their specific job title. All of the Company's employees must wear their uniforms at all times while performing services under this Agreement.
- Company shall be fully responsible for the acts or omissions of its agents, employees, subcontractors, or their agents or employees; or any other persons performing services under this Agreement.
- Employees shall be instructed to park in an area designated by the Department of Aviation at the rates set forth by the Department of Aviation, and shall be appropriately badged in accordance with governing regulations.

December 1, 2004

1.2 START-UP

Company shall be responsible for preparing and managing an orderly and effective transition and start up of the development and services under this Agreement. This may include, but is not limited to, assisting the County with the physical development of the Premises, meeting with County and/or City of Henderson staff, as needed, and placement of fixtures and equipment for Company's operations in this Agreement at the Airport.

1.3 SAFETY

Company shall be responsible for implementing an aggressive Accident Prevention and Safety program to be used by staff. First aid supplies as well as fire extinguishers must be available for use as necessary. Company shall be responsible for training all employees on the use of all emergency, fire equipment, and environmental hazards and be cognizant of the locations of all such equipment and/or materials. All accidents and incidents involving employees shall be verbally reported to the Director of Aviation or designee immediately, followed by written confirmation of the same containing all pertinent information and in a form approved by the Director of Aviation, within twenty-four (24) hours of the incident.

1.4 PERSONNEL POLICIES AND PROCEDURES

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

- Company will employ, train, schedule and assign management and supervisory personnel to sufficiently and competently perform daily management, supervision, record keeping, and customer service duties associated with the efficient and effective operation of the services to be provided under this Agreement. All such persons will be selected and assigned based on the highest level of competency, honest, and courteous service available to operator through diligent recruiting, selection, and training.
- There shall be at least one employee designated as a supervisor on duty during all hours of operations.
- All personnel employed by Company to provide services under this Agreement shall be fully qualified and licensed under federal, state, and local laws to perform such services.
- Company shall remove from its employ in the performance of this Agreement, any employee who, in the reasonable opinion of the Director of Aviation or designee, conducts himself or herself improperly, is not qualified or is not licensed to perform the required services.
- Company will ensure that employees assigned to perform the services of this Agreement:

- 1) Are bonded against theft, embezzlement, and other losses of customer personal property and/or property of the County;
- 2) Are familiar with the duties and responsibilities of Company under this Agreement;
- 3) Are alert, attentive and responsive while on duty;
- 4) Do not commit any act, which may bring discredit upon the County;
- 5) At all times exercise prudent, mature judgment in taking whatever action is necessary to protect the property of the County and the customer and to ensure normal, efficient operations;
- 6) Maintain a valid Nevada State Driver's License appropriate for the types of vehicles being driven (Minimum of Class "C") as applicable;
- 7) Obey all traffic laws, rules and regulations and/or operating directives of the County at all times.

→ Company shall ensure that all supervisory personnel assigned to perform the services under this Agreement:

- 1) Are trained, experienced, and of mature judgment;
- 2) Have authority, responsibility, and are able to provide direction to and exercise control over employees;
- 3) Are available for immediate response and will respond to all calls for assistance;
- 4) Are known to the employees and conduct frequent inspections to ensure that posts, stations, and work areas are properly staffed with qualified employees and areas are kept clean.

→ All management and staff personnel of Company shall present a professional, positive, pleasant, and courteous attitude. All employees will act in a courteous and helpful manner at all times with all customers and all other employees.

→ Employees will be considered courteous if they meet the following standards:

- 1) Provide a friendly and professional greeting to all customers whenever and wherever they make contact.
- 2) Display a positive attitude toward passengers and fellow employees.
- 3) Maintain a friendly and attentive demeanor and good posture at all times.
- 4) Remain calm when encountering an upset customer, listen carefully, and show empathy to the problem.
- 5) Speak English clearly and understandably without using slang.
- 6) Never use foul or inappropriate language at any time in any public area.
- 7) Use proper and courteous vocabulary with customers. Do use words such as "please," "yes," "hello" and "thank you" (or language equivalent).
- 8) Smile and maintain appropriate eye contact and tone of voice while conversing with customers as well as fellow employees.
- 9) Respond to customers in areas that may not be within their specific job scope.

- 10) Do not gather together to chat while on duty.
- 11) Do not eat or smoke at their workplace in view of customers.
- 12) Do not chew gum, eat, or drink in public areas, other than those designated.
- 13) Be always identifiable as Company's personnel.
- 14) Do not nap or sleep while on duty.
- 15) Present a well-groomed, neat, clean, and conservative professional appearance.
- 16) Wear only appropriate accessories.
- 17) Wear nametag or appropriate identification at all times.
- 18) Uniform is consistent for the type of job being performed and is neat and clean.
- 19) Convey information using clearly understandable terms and provide accurate information to customers.
- 20) Obtain assistance to resolve customers' questions or problems if language barriers arise.

1.5 WORK AREA STANDARDS

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

- Counters are neat and clean with no graffiti.
- Workspaces appear uncluttered.
- Employee's personal belongings are not visible.
- No unauthorized postings.
- Handwritten, unprofessional, or unauthorized signs not used.
- Wastebaskets are not overflowing and floor area is generally clean.
- Supplies and equipment are stored out of sight of customers when not in use.
- All inoperable and/or derelict equipment will be removed from the Airport.

1.6 DETAILED SERVICES

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

Section 1 Representation and Accommodation Supervision and Administration

- Attend at the Airport as necessary to supervise and coordinate services contracted by CDR and Airport customers.

- Ensure that CDR is timely informed about operational data, including alteration of Company, its tenants, and sublessee's operations.
- Check availability and preparedness of staff, equipment, supplies, and services of Permittee to perform commercial aviation services.

Administrative Functions

- Establish and maintain local procedures in accordance with County and Company requirements.
- As required, take action on all communications as may be requested by CDR.
- Prepare, forward, and file reports/statistics/documents and perform any other administrative duty that may be required by CDR.
- Maintain applicable manuals, circulars, etc., connected with the performance of the services.
- Company shall provide appropriate break areas for its employees which are out of the view of public.
- Make available all employee training and safety records, including, but not limited to, security, FOD and operations training, upon request by CDR.

Section 2 Transient Hangar

Company shall provide the following detailed services for its customers under this Agreement at the overnight transient hangar facility:

Marshaling

- Provide or arrange for marshaling at arrival and/or departure
- Meet aircraft upon arrival and contact crew.

Parking

- Provide and position and/or remove wheelchocks.
- Position and/or remove landing gear locks, engine blanking covers, pitot covers, surface control locks, and tailstands and/or aircraft tethering.
- Provide, position and remove, and operate suitable ground power unit for supply of necessary electrical power.

December 1, 2004

Loading/Embarking and Unloading/Disembarking

- ➔ For a period to be mutually agreed, provide, position, and remove, suitable passenger steps and flight deck steps.
- ➔ Provide passenger and crew transport between aircraft and Airport terminal, when applicable.

Safety Measures

- ➔ Provide, position, operate, and remove suitable fire-fighting and other protective equipment.

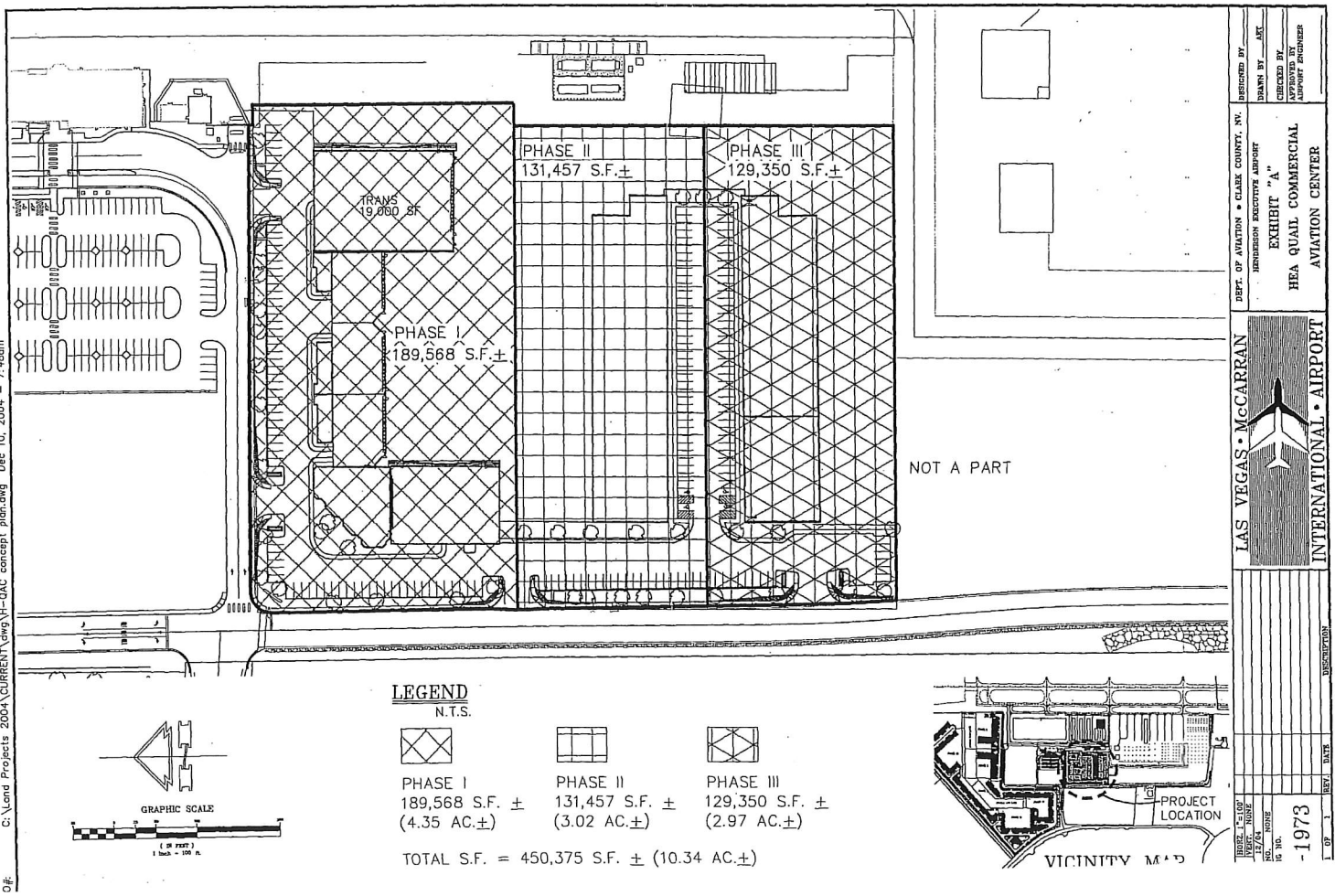
Moving of Aircraft

- ➔ Provide, position, and remove suitable tow-in and/or push-back equipment.

Aircraft Security

- ➔ Provide or arrange for control of access to aircraft and designated areas.
- ➔ Provide or arrange for search of aircraft, guarding of aircraft, guarding of designated areas, security of baggage in the baggage make-up area, and sealing of aircraft.

Exhibit "A"



**FIRST AMENDMENT TO
LEASE AGREEMENT
HENDERSON QUAIL COMMERCIAL AVIATION CENTER, LLC**

THIS AMENDMENT, hereinafter "Amendment," entered into this 19th day of February, 2008, to the Lease Agreement, dated January 18, 2005, hereinafter "Agreement," by and between CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter "County," and **HENDERSON QUAIL COMMERCIAL AVIATION CENTER, LLC**, a Nevada limited liability company, authorized to do business in the State of Nevada, hereinafter "Company."

WHEREAS, County, through its Department of Aviation, is the owner and operator of the Clark County Airport System, which includes Henderson Executive Airport, hereinafter "Airport;" and

WHEREAS, Company currently leases that portion of the Airport comprising the "Premises," as set forth in the original Agreement; and

WHEREAS, Company has requested to modify its facility development phases to delete Phase 3, to temporarily add leasing and fueling services to non-commercial based hangar tenants and to allow fueling to commercial based tenants; and

WHEREAS, Company and County desire to provide facilities at the Airport for commercial aviation activities, as previously defined in the Agreement, as those facilities are required within the Premises and to provide certain terms and conditions are met as outlined herein; and

WHEREAS, it is the desire of Company and County that the terms of said Agreement, as previously amended, be modified by this Amendment;

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

Action 1: Delete Subsection 1.3.1 of Section 1.3, "PREMISES" and replace with the following:

1.3.1 County will demise and let unto Company and Company does hereby take from County that certain real property, as depicted on Exhibit "A," Airport Engineering Drawing No. D1.0, Sheet 1 of 1, dated 10/07, attached hereto and by reference made a part hereof, hereinafter referred to as "Premises," as follows:

- A. **Phase 1:** On the Effective Date, Company will take immediate possession, use and occupancy of the area shown as Phase 1 on Exhibit A, under all terms and conditions of this Agreement. This area shall be reserved for Company's use until **August 31, 2007**, at

which time Company shall begin lease rental payments at the then current rate as established in Section 1.5.1 of this Agreement for Phase 1. Company hereby acknowledges and agrees that if construction of the Improvements in Phase 1 has not commenced no later than **November 1, 2005 OR** are not completed by **November 30, 2007**, Company shall forfeit all rights to develop future Phases listed below, with no further claim against County. Company hereby acknowledges and agrees that in the aforesaid event, County is under no obligation to and Company will not be allowed to commence construction on any future Phase, unless Company can demonstrate to the satisfaction of the CDR that such failure to complete the construction of the Improvements for this Phase 1 is beyond the reasonable control of Company.

- B. **Phase 2:** On **July 1, 2006**, Company shall take immediate possession, use and occupancy of the area shown as Phase 2 on Exhibit A, under all terms and conditions of this Agreement. This area shall be reserved for Company's use until **November 30, 2007**, at which time Company shall begin lease rental payments at the then current rate as established in Section 1.5.1 of this Agreement for Phase 2.

Action 2: Delete Section 1.4, "USE OF PREMISES," in its entirety and replace with the following Section 1.4

1.4 USE OF PREMISES

Upon performance of the agreements, provisions and conditions contained in this Agreement, Company will have the exclusive use of the Premises for the purposes described hereinafter and for activities incidental or related thereto, which will include the following, and for no other purposes except as may be approved in writing by CDR. Such Improvements will be solely for purposes that meet the needs of the aviation community and provide the support services needed to encourage small corporate and business aircraft to the Airport, and must be approved, in writing, in advance, by CDR. The CDR, however, retains the sole right to determine if a use is compatible with Airport operations.

- 1.4.1 Construction, operation, and subleasing commercial aviation facilities. Such facilities shall be constructed to accommodate uses that provide support services for small corporate and business aircraft customers, including, but not limited to, aircraft maintenance, avionics shop, aircraft parts storage and sales, pilot supplies, ground/flight schools, aircraft interiors and painting, and aircraft sales. Company shall incorporate language acceptable to the CDR into its tenants and subleases that

reference this Agreement, as may be amended from time to time, and that makes each subject to the terms and conditions of this Agreement.

- 1.4.2 Construction and operation of an overnight transient aircraft storage hangar. Such facilities shall be constructed to accommodate overnight transient aircraft that utilize the Airport. Such storage shall not be for a period beyond seven (7) days and is for the primary use by corporate and business aircraft customers that have been referred to Company by County. Company will be able to provide limited fuel services to occupants of this hangar facility, but shall agree to provide such fuel at the current posted fuel price that is established by the County for its fuel sales, as further referenced in Section 1.5.3 of this Agreement.
- 1.4.3 Company will be authorized to provide fuel services to its commercial based tenants, as further referenced in Section 1.5.3.2 of this Agreement. The Airport will initially provide fuel services to its commercial based tenants at the volume discount price until such time the Company leases the fuel truck as provided in Section 1.5.3.4 of this Agreement. However, commercial tenants will not secure fuel for aircraft, which are not owned or operated by a commercial tenant.
- 1.4.4 Commencing on the Effective Date of this Amendment and continuing for a period not to exceed five (5) years, the Company is authorized to sublease the commercial hangars to non-commercial based tenants with prior written approval from CDR. During this period, Company shall give priority to commercial tenants over the non-commercial tenants. Upon the expiration of this term, all non-commercial subleases will become void.
 - 1.4.4.1 Notwithstanding any other provisions of this Agreement, Company may provide fuel for its non-commercial based tenant's aircraft as referenced in Section 1.5.3.2 of this Agreement. The Airport will initially provide fuel services to non-commercial based tenants at the volume discount price until such time the Company leases the fuel truck as provided in Section 1.5.3.4 of this Agreement. However, a non-commercial tenant will not render support services for small corporate and business aircraft customers or secure fuel for aircraft, which are not owned or operated by a non-commercial tenant.
- 1.4.5 On or before the fifth (5th) day of each month, Company shall provide a copy of the fuel dispensing logs, which will identify all aircraft fueled with their "N" numbers and their company affiliation as an overnight transient tenant, a non-commercial based tenant or a commercial based tenant.

- 1.4.6 Company shall be allowed to provide facilities for Third-Party Commercial Aviation Activities, as defined in Section 1.1.5 of this Agreement. Company shall propose each activity to be conducted by Company, tenant, or sublessee and obtain prior written approval from the CDR for each proposed service to be conducted on the Premises. Approval of any Commercial Aviation Activities proposed by Company, tenant, or sublessee shall be solely at the discretion of the CDR and shall be subject to, at a minimum, reasonable planning and operational issues or other such reasonable restrictions related to the Airport, as determined solely by the CDR. County's granting of such uses or any subsequent approval of such Commercial Aviation Activities by the CDR shall in no way be construed as County granting to Company any rights or portions thereof as a Fixed Base Operator, hereinafter "FBO," at the Airport.
- 1.4.7 Company shall obtain prior written approval from the CDR to start up or otherwise provide any services that are not specifically included and authorized under this Section of this Agreement.
- 1.4.8 On January 1 and July 1 of each year of this Agreement, Company will furnish a list of sublessees and the authorized services that each sublessee provides. Company shall notify CDR within ten (10) days of any modification to the list regarding status of the sublessee and/or the commercial aviation services that they are providing at the Airport, as may be modified from time to time.
- 1.4.9 Company has the nonexclusive right of reasonable ingress and egress from its Premises over Airport System roadways, including common-use roadways, subject to any rules or security regulations which may have been established or shall be established in the future by the County, the Federal government, and/or the State of Nevada. Such right of reasonable ingress and egress shall apply to the Company's employees, sublessees, tenants, guests, patrons, invitees, suppliers, or other authorized individuals. The right of ingress and egress likewise applies to the transport of equipment, material, machinery and other property related to Company's authorized business under this Agreement. Company will have the nonexclusive right, in common with other Airport tenants and the general public, for ingress and egress to the Airport. Company will not have the right to free parking of vehicles in the Airport's public parking lots for Company, its employees, sublessees, tenants, agents, representatives, clients, customers, contractors, or subcontractors.
- 1.4.10 Should a conflict arise between the Company and other service operators at the Airport regarding the scope of service privileges, the CDR shall resolve the conflict. Company agrees to abide by the CDR's decision.

January 8, 2008

- 1.4.11 Company shall have a reasonable use of the aircraft wash rack at the Airport for aircraft owned or operated by Company, tenant, or sublessee.
- 1.4.12 Any violation of this Section 1.4 by Company, tenant, may be cause for termination of this Agreement, by County, at CDR's discretion after all notice and a right to cure as provided in Section 2.16.3 of this Agreement. Upon the occurrence of such an event, Company will not hold County liable for any costs which may be incurred or any claims associated with the termination by the County of any fuel dispensing rights under this Agreement.

Action 3: Delete Subsections 1.5.1 and 1.5.3 of Section 1.5, "RENTS AND FEES PAYABLE TO COUNTY," and replace with the following:

- 1.5.1 Commencing upon the Rental Commencement Date and continuing throughout the term hereof, Company agrees to pay to County as rental for the Premises defined herein as follows:

- A. **Rental for Phase 1:** The Rental Commencement Date for this Phase 1 shall be **December 1, 2007**, as further outlined in Section 1.3.1 of this Agreement, or the date of occupancy, whichever date occurs first as referenced in Section 1.1.17, and continuing throughout the term hereof, Company agrees to pay County, monthly in advance, as rental for the area shown as Phase 1 on Exhibit A, as follows:

130,680 sq. ft. at the rental rate of thirty-five cents (\$0.35) per square foot per year; totaling Forty-Five Thousand Seven Hundred Thirty-Eight and 00/100 (\$45,738.00) Dollars per year; Three Thousand Eight Hundred Eleven and 50/100 (\$3,811.50) Dollars per month.

Company hereby acknowledges and agrees that if construction of the Improvements in Phase 1 is not completed by **November 30, 2007**, Company shall forfeit all rights to develop future Phases listed below, with no further claim against County. Company hereby acknowledges and agrees that in the aforesaid event, County is under no obligation to and Company will not be allowed to commence construction on any future Phase, unless Company can demonstrate to the satisfaction of the CDR that such failure to complete the construction of the Improvements is beyond the reasonable control of Company.

- B. **Rental for Phase 2:** The Rental Commencement Date for this Phase 2 shall be **December 1, 2007**, as further outlined in Section 1.3.1 of this Agreement, or the date of occupancy, whichever date

occurs first as referenced in Section 1.1.17, and continuing throughout the term hereof, Company agrees to pay County, monthly in advance, as rental for the area shown as Phase 2 on Exhibit A, at the then current rate for similarly situated property at the Airport.

97,574.4 sq. ft. at the rental rate of thirty-five cents (\$0.35) per square foot per year; totaling Thirty-Four Thousand One Fifty-One and 04/100 (\$34,151.04) Dollars per year; Two Thousand Eight Hundred Forty-Five and 92/100 (\$2,845.92) Dollars per month.

- 1.5.3 Fuel Dispensing Fees:** In the event that Company desires to provide fueling, as the County's agent Company will be authorized to furnish fuel to its overnight transient hangar occupants, commercial and non-commercial based tenants as referenced in Section 1.4 of this Agreement, and for no other purpose. In addition to any other payments hereunder, Company shall pay County for such fueling activities, as follows:

1.5.3.1 Overnight Transient Hangar Occupants: Company will be authorized to fuel customers that use the overnight transient hangar. Company will be required to provide such fuel to its customers that use this hangar, as referenced in Section 1.4.2 of this Agreement, at the posted retail price established by the County. Company must purchase such fuel from County and shall pay for such fuel at County's base cost plus the current fuel dispensing fee in effect at that time. Such fee is currently set at fifteen cents (\$0.15) per gallon. Company will pay to County on a per gallon basis for all aircraft fuel dispensed under this provision, fifty percent (50%) of the full proceeds of each fuel sale, less the amount Company is required to pay to purchase fuel from County.

1.5.3.2 Commercial and Non-Commercial Based Tenants: Company will be authorized to provide fuel for its commercial based tenants for the duration of this Agreement. However, Company will only be authorized to provide fuel to non-commercial based tenants for a period not to exceed five (5) years from the Effective Date of this Amendment. Company must purchase such fuel from County and shall pay for such fuel at County's base cost plus the current fuel dispensing fee in effect at that time. Such fee is currently set at fifteen cents (\$0.15) per gallon. The Airport will initially provide fuel services to the Company and its commercial and non-commercial based tenants and/or sublessees at the volume discount price until

such time the Company leases the fuel truck as provided in Section 1.5.3.4 of this Agreement.

1.5.3.3 Company may offer a fuel incentives to its premium based tenants, in accordance with and at the rates contained in the County's fuel pricing policy, as may be established and/or amended from time to time. Such discounts shall not be included in the calculation of the fees to be paid by Company to County as outlined herein above.

1.5.3.4 It is the intent of the County to provide Company the use of a fuel truck(s) to be operated by Company for the purpose of furnishing fuel as provided in this Section 1.5.3 of this Agreement and for no other purpose. The cost of the use of the fuel truck(s) will be calculated based on lease costs and maintenance/operational costs of the vehicle (if any) and will be invoiced to the Company monthly. Use of Company's own trucks will not be permitted, except as otherwise authorized, in writing, by CDR.

1.5.3.5 Accurate and complete records of fuel dispensed will be kept and the fee paid to the County by the tenth (10th) of each month for the preceding calendar month. Each month, Company shall provide a copy of the fuel dispensing logs, which will identify all aircraft fueled with their "N" numbers and their company affiliation to the County.

1.5.3.6. Neither the Company nor a tenant and/or sublessee have the right to conduct a commercial, for-profit fueling operation or to sell or provide fuel under this Agreement.

Action 4: Delete Subsection 1.13.1 of Section 1.13, "IMPROVEMENTS TO BE COMPLETED BY COMPANY," and replace with the following:

1.13.1 The Construction Completion Date for each Phase, shall occur on or before the following dates, as further outlined in Sections 1.3 and 1.5 of this Agreement:

Phase	Construction Commencement Date	Construction Completion Date	Rental Commencement Date
Phase 1	November 1, 2005	November 30, 2007	December 1, 2007
Phase 2	July 1, 2006	November 30, 2007	December 1, 2007

If Company has not Commenced Construction within the time frames established above for each Phase, it will be a material breach of this

January 8, 2008

Exhibit "A"

Agreement and County will have the right of termination, as further outlined in Section 2.16 of this Agreement.


All capitalized terms not otherwise defined herein are as defined in the Agreement.

All other terms and conditions of the original Agreement, dated January 18, 2005, shall remain unchanged, in full force and effect, and are hereby affirmed and ratified.

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


CLARK COUNTY, NEVADA

BY:


RANDALL H. WALKER
Director of Aviation

**HENDERSON QUAIL
COMMERCIAL AVIATION
CENTER, LLC**


SIGN:

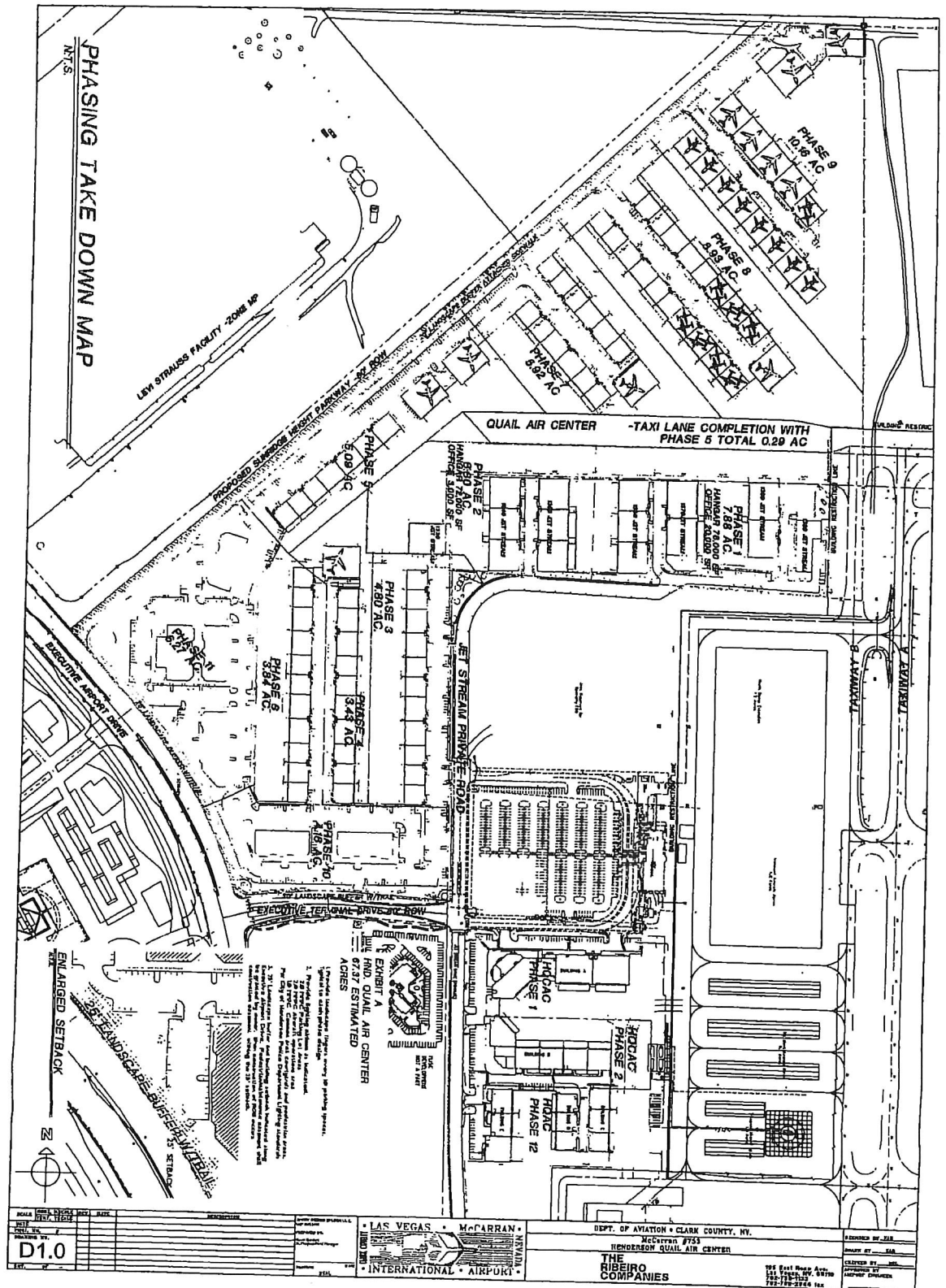

PRINT: Johnny A. Ribeiro Jr.

TITLE: Manager

APPROVED AS TO FORM:
DAVID ROGER, DISTRICT ATTORNEY

BY:


(Deputy)



OWNERSHIP/APPLICANT DISCLOSURE FORM

Type of Business:

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other

Business Name (include d.b.a., if applicable): **HENDERSON QUAIL COMMERCIAL AVIATION CENTER, LLC**

Business Address:

195 E. Reno Avenue

Suite A

Las Vegas, Nevada 89119

Business Telephone:

(702) 798-1133

Disclosure of Ownership:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership of financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all corporate financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner.

Full Name

Title

JOHNNY A. RIBEIRO JR.

MANAGER

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

Signature/Capacity

JOHNNY A. RIBEIRO JR.

Print Name

January 18, 2008

Date

ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT

CLARK COUNTY hereby acknowledges that:

1. BANK OF AMERICA, N.A., a national banking association ("Seller" and "Assignor"), was beneficiary to the LEASEHOLD DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING, (DEED OF TRUST) dated December 26, 2007, between itself and HENDERSON QUAIL COMMERCIAL AVIATION CENTER, LLC, a Nevada Limited Liability Company ("HENDERSON QUAIL") whereby HENDERSON QUAIL pledged its leasehold interest at Henderson Executive Airport by Deed Of Trust to BANK OF AMERICA in order to secure payment of a loan;
2. HENDERSON QUAIL defaulted on said loan and BANK OF AMERICA proceeded as provided under the terms of the DEED OF TRUST to elect to sell the leasehold interest at a Trustee's sale;
3. A Trustee's sale was held and the leasehold interest was sold to COMMERCIAL 9-12 FUND, LLC, a Delaware limited liability company, ("Buyer"). The Trustee delivered an ASSIGNMENT OF BENEFICIAL INTEREST UNDER DEED OF TRUST, dated September 19, 2012, and, upon full compliance with the statutory provisions of the State of Nevada, a TRUSTEE'S DEED UPON SALE, dated October 3, 2012, between Assignor/Seller and Buyer (collectively, the "Purchase Agreement"), copies of which are attached hereto as Exhibits "B" and "C".
4. Under the Purchase Agreement, Assignor hereby assigned, transferred and conveyed to COMMERCIAL 9-12, FUND, LLC all of Assignor's right, title and interest in and to the LEASE AGREEMENT, dated January 18, 2005, as amended on February 19, 2008, attached hereto as Exhibit "A" and incorporated herein by reference made a part hereof, hereinafter "LEASE AGREEMENT."
5. On February 27, 2013, COMMERCIAL 9-12 FUND, LLC formed the limited liability company, COMMERCIAL 9-12 AVIATION, LLC, to own, operate and maintain the Premises and assigned all rights, title and interest in and to the LEASE AGREEMENT.

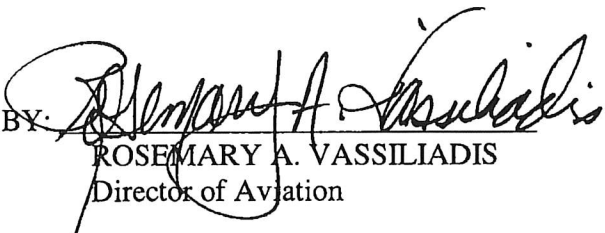
CLARK COUNTY hereby consents to the assignment of the Purchase Agreement to COMMERCIAL 9-12 FUND, LLC and the subsequent assignment of the LEASE AGREEMENT to COMMERCIAL 9-12 AVIATION, LLC ("Assignee") upon the following conditions, which evidences its acceptance by the below signature:

1. Assignee hereby assumes all duties and obligations and agrees to be bound by the terms and conditions of the LEASE AGREEMENT.


2. Assignee hereby understands and agrees that the original terms and conditions, including the Term as identified in Section No. 1.2 of the LEASE AGREEMENT and its associated expiration date that is in effect as of the date of this Assignment and Assumption shall remain unchanged. Any additional term may be granted at the sole discretion of CLARK COUNTY or its Designated Representative by separate written amendment to the Lease.
3. This consent shall not be deemed a waiver of any default. This Consent shall not be deemed as consent to any future or subsequent assignment, sublease, mortgage, pledge or encumbrance of the LEASE AGREEMENT,

Dated this 20th Day of August, 2013.


COUNTY OF CLARK, LESSOR

BY: 
ROSEMARY A. VASSILIADIS
Director of Aviation

COMMERCIAL 9-12 AVIATION, LLC,
a Delaware limited liability company,
ASSIGNEE

BY: 
Title President

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

BY: 
Deputy

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

COMMERCIAL 9-12 FUND, LLC
999 Corporate Drive, Suite 215
Ladera Ranch, CA 92694
Attn: Evan Gentry

[SPACE ABOVE LINE FOR RECORDER'S USE ONLY]

ASSIGNMENT OF BENEFICIAL INTEREST UNDER DEED OF TRUST

FOR VALUE RECEIVED, BANK OF AMERICA, N.A., a national banking association, as beneficiary ("Beneficiary") under that certain Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing dated December 20, 2007, recorded with the Clark County Recorder on December 26, 2007, at document no. 20071226-0001976 (the "Deed of Trust"), hereby grants, assigns and transfers to Commercial 9-12 Fund, LLC, a Delaware limited liability company ("Assignee"), whose address is 999 Corporate Drive, Suite 215, Ladera Ranch, CA 92694, Attn: Evan Gentry, all beneficial interest under the Deed of Trust, and all rights in connection therewith (including, without limitation, all title insurance policies, all other insurance policies, and all rents, issues, profits and proceeds), and all rights accrued or to accrue thereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Beneficial Interest Under Deed of Trust as of September 19, 2012.

BENEFICIARY:

BANK OF AMERICA, N.A., a national banking association

By: Dirk A. Geiger
Name: Dirk A. Geiger
Its: Senior Vice President

STATE OF CALIFORNIA)
) ss.
County of Orange)

On Sept. 17, 2012, before me, Margaret L. Kramp, Notary Public, personally appeared Dirk A. Geiger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Margaret L. Kramp
Signature of Notary Public

(Seal)

Inst #: 201210050001346

Fees: \$21.00 N/C Fee: \$0.00

RPTT: \$18870.00 Ex: #

10/05/2012 10:53:28 AM

Record #: 0833234

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: MSH Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-02-201-003 (PTN OF)

RETURN/MAIL TAX STATEMENTS TO:

COMMERCIAL 9-12 FUND, LLC
ATTN: EVAN GENTRY
999 CORPORATE DRIVE, SUITE 215
LADERA RANCH, CA. 92694

TRUSTEE'S DEED UPON SALE

FCL NO. B2-04-0012 FCL R.P.T.T \$ 18,870.00

THIS INDENTURE, made OCTOBER 3, 2012 between NEVADA TITLE COMPANY a Nevada corporation, as Trustee as hereinafter stated, herein called Trustee, and

COMMERCIAL 9-12 FUND, LLC, A DELAWARE LIMITED LIABILITY COMPANY herein called Grantee, WITNESSETH:

WHEREAS, HENDERSON QUAIL COMMERCIAL AVIATION CENTER, LLC, A NEVADA LIMITED LIABILITY COMPANY, by Deed of Trust dated DECEMBER 20, 2007, and recorded on DECEMBER 26, 2007, in Book 20071226, as Document No. 0001976, in the Office of the County Recorder of CLARK County, State of Nevada as modified or amended, if applicable (the "Deed of Trust"), did grant and convey to said Trustee, upon the trusts therein expressed, the property hereinafter described, among other uses and purposes to secure the payment of that certain obligation and interest according to the terms thereof, and other sums of money advanced, with interest thereon, to which reference is hereby made; and,

WHEREAS, breach and default was made under the terms of said Deed of Trust in the particulars set forth in the Notice of Breach and Election to Sell Under Deed of Trust hereinafter referred to, to which reference is hereby made; and,

WHEREAS, the Beneficiary or holder of said note did execute and deliver to the Trustee written Declaration of Default and Demand for Sale and thereafter there was filed for record on MAY 2, 2012 in the Office of the County Recorder of CLARK County, Nevada, a Notice of Breach and Election to Sell Under Deed of Trust to cause the Trustee to sell said property to satisfy the obligations secured by said Deed of Trust, which said Notice was recorded as Instrument No. 201205020001071 in the Office of the County Recorder of CLARK County, Nevada; and,

WHEREAS, Trustee, in consequence of said election, declaration

of default, and demand for sale, and in compliance with said Deed of Trust and with the statutes in such cases made and provided, made and published three (3) times, once each week for three (3) consecutive weeks, before the date of sale therein fixed in a newspaper of general circulation in the county and state in which the premises to be sold are situated, Notice of Sale as required by law, containing a correct description of the property to be sold and stating that the Trustee would under the provisions of said Deed of Trust sell the property therein and herein described at public auction to the highest bidder for cash in lawful money of the United States on OCTOBER 3, 2012, at the hour of 9:30 AM of said day, at the front entrance to Nevada Legal News, 930 S. Fourth Street, in the city of Las Vegas, County of Clark, State of Nevada; and,

WHEREAS, a similar copy of said Notice of Sale was posted in a public place in the county where the property is situated for twenty (20) days successively before the date of sale therein fixed; and,

WHEREAS, compliance having been made with all of the statutory provisions of the State of Nevada and with all of the provisions of said Deed of Trust as to the acts to be performed and notices to be given, and in particular, full compliance having been made with all requirements of law regarding the service of notices required by statute, and with the Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100), said Trustee, at such time and place did then and there at public auction sell the property hereinafter described to said Grantee for the sum of THREE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,700,000.00), in partial satisfaction of the indebtedness secured by said Deed of Trust, said Grantee being the highest and best bidder therefore. There is a deficiency of the proceeds of the sale and a balance remaining due to the Beneficiary of said Deed of Trust and said Beneficiary reserves all rights under NRS 40.451 thru 40.459.

NOW, THEREFORE, Trustee, in consideration of the premises recited and the sum herein mentioned bid and paid by the Grantee, the receipt of which is hereby acknowledged, and by virtue of these premises, does GRANT AND CONVEY, but without warranty or covenants, express or implied, unto said Grantee all right and interest under said Deed of Trust in that certain property situated in the County of CLARK, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Together with any and all singular improvements, fixtures, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF the said NEVADA TITLE COMPANY, has this day, caused its corporate name to be affixed hereto and this instrument to be executed by its authorized officers.

DATED: OCTOBER 3, 2012

NEVADA TITLE COMPANY, Trustee

BY: [Signature]
SUE DUDZINSKI, SR VICE PRESIDENT

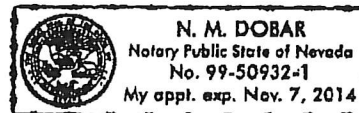
BY: [Signature]
EILEEN BECHTOL, SR VICE PRESIDENT

STATE OF: NEVADA

COUNTY OF: CLARK

This instrument was acknowledged before me on
OCTOBER 3, 2012 by SUE DUDZINSKI AND EILEEN
BECHTOL AS SR VICE PRESIDENTS OF NEVADA TITLE COMPANY

Signature: [Signature]
(Notary Public)



N. M. Dobar
no. 99-50932-1
Exp. Nov. 7, 2014

(B2-04-0012 FCL / TRUSTEE'S DEED)

October 14, 2014

**SECOND AMENDMENT TO
LEASE AGREEMENT
COMMERCIAL 9-12 AVIATION, LLC**

THIS AMENDMENT, hereinafter "Amendment," entered into this 16th day of December, 2014, to the Lease Agreement, dated January 18, 2005, as Amended on February 19, 2008, and Assigned on August 20, 2013, hereinafter "Agreement," by and between CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter "County," and **COMMERCIAL 9-12 AVIATION, LLC**, a Delaware limited liability company, authorized to do business in the State of Nevada, hereinafter "Company."

WHEREAS, County, through its Department of Aviation, is the owner and operator of the Clark County Airport System, which includes Henderson Executive Airport, hereinafter "Airport;" and

WHEREAS, Company currently leases that portion of the Airport comprising the "Premises," as set forth in the original Agreement; and

WHEREAS, Company has requested to temporarily add leasing and fueling services to non-commercial based hangar tenants; and

WHEREAS, it is the desire of Company and County that the terms of said Agreement, as previously amended, be modified by this Amendment;

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

Action 1: Delete Subsection 1.4.4 of Section 1.4, "USE OF PREMISES," in its entirety and replace with the following:

1.4.4 Commencing on **November 1, 2014**, and continuing for a period of five (5) years, the Company is authorized to sublease the commercial hangars to non-commercial based tenants with prior written approval from CDR. Approval of such subleases will be at the sole discretion of the CDR to ensure proper utilization of Premises and the Airport. Upon the expiration of this term, the Director of Aviation may extend the term for an additional five (5) year provided Company is able to reasonably demonstrate that such extension would continue to be beneficial to both the County and the Company. Company shall give priority to commercial tenants over the non-commercial tenants. Upon the expiration of the five (5) years or any authorized extension, all non-commercial subleases will become void.

1.4.4.1 Notwithstanding any other provisions of this Agreement, Company may provide fuel for its non-commercial based tenant's aircraft as referenced in Section 1.5.3.2 of this

October 14, 2014

Agreement. The Airport will initially provide fuel services to non-commercial based tenants at the volume discount price until such time the Company leases the fuel truck as provided in Section 1.5.3.4 of this Agreement. However, a non-commercial tenant will not render support services for small corporate and business aircraft customers or secure fuel for aircraft, which are not owned or operated by a non-commercial tenant.

Action 2: Delete Subsections 1.5.3 of Section 1.5, "RENTS AND FEES PAYABLE TO COUNTY," and replace with the following:

1.5.3 Fuel Dispensing Fees: In the event that Company desires to provide fueling, as the County's agent, Company will be authorized to furnish fuel to its overnight transient hangar occupants, commercial and non-commercial based tenants, as referenced in Section 1.4 of this Agreement, and for no other purpose. In addition to any other payments hereunder, Company shall pay County for such fueling activities, as follows:

1.5.3.1 Overnight Transient Hangar Occupants: Company will be authorized to fuel customers that use the overnight transient hangar. Company will be required to provide such fuel to its customers that use this hangar, as referenced in Section 1.4.2 of this Agreement, at the posted retail price established by the County. Company must purchase such fuel from County and shall pay for such fuel at County's base cost plus the current fuel dispensing fee in effect at that time. Such fee is currently set at twenty cents (\$0.20) per gallon. Company will pay to County on a per gallon basis for all aircraft fuel dispensed under this provision, fifty percent (50%) of the full proceeds of each fuel sale, less the amount Company is required to pay to purchase fuel from County.

1.5.3.2 Commercial and Non-Commercial Based Tenants: Company will be authorized to provide fuel for its commercial based tenants for the duration of this Agreement. However, Company will only be authorized to provide fuel to non-commercial based tenants for a period not to exceed five (5) years from the Effective Date of this Amendment or any authorized extension. Company must purchase such fuel from County and shall pay for such fuel at County's base cost plus the current fuel dispensing fee in effect at that time. Such fee is currently set at twenty cents (\$0.20) per gallon. The Airport will initially provide fuel services to the Company and its commercial and non-

October 14, 2014

commercial based tenants and/or sublessees at the volume discount price until such time the Company leases the fuel truck as provided in Section 1.5.3.4 of this Agreement.

- 1.5.3.3 Company may offer a fuel incentives to its premium based tenants, in accordance with and at the rates contained in the County's fuel pricing policy, as may be established and/or amended from time to time. Such discounts shall not be included in the calculation of the fees to be paid by Company to County as outlined herein above.
- 1.5.3.4 It is the intent of the County to provide Company the use of a fuel truck(s) to be operated by Company for the purpose of furnishing fuel as provided in this Section 1.5.3 of this Agreement and for no other purpose. The cost of the use of the fuel truck(s) will be calculated based on lease costs and maintenance/operational costs of the vehicle (if any) and will be invoiced to the Company monthly. Use of Company's own trucks will not be permitted, except as otherwise authorized, in writing, by CDR.
- 1.5.3.5 Accurate and complete records of fuel dispensed will be kept and the fee paid to the County by the tenth (10th) of each month for the preceding calendar month. Each month, Company shall provide a copy of the fuel dispensing logs, which will identify all aircraft fueled with their "N" numbers and their company affiliation to the County.
- 1.5.3.6 Neither the Company nor a tenant and/or sublessee have the right to conduct a commercial, for-profit fueling operation or to sell or provide fuel under this Agreement.

All capitalized terms not otherwise defined herein are as defined in the Agreement.

All other terms and conditions of the original Agreement, dated January 18, 2005, as amended on February 19, 2008, and Assigned on August 20, 2013, shall remain unchanged, in full force and effect, and are hereby affirmed and ratified.

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

CLARK COUNTY, NEVADA

BY: 

ROSEMARY A. VASSILIADIS
Director of Aviation

COMMERCIAL 9-12 AVIATION,
LLC

SIGN: 

PRINT: EVAN GENTRY

TITLE: PRESIDENT

APPROVED AS TO FORM:
STEVEN B. WOLFSON, DISTRICT ATTORNEY

BY: 

(Deputy)

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input 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:				0		
Corporate/Business Entity Name:		Commercial 9-12 Aviation, LLC				
(Include d.b.a., if applicable)						
Street Address:		999 Corporate Drive, Suite 215		Website: www.g8cap.com		
City, State and Zip Code:		Ladera Ranch, CA 92694		POC Name: Aaron Murray Email: aaronmurray@ g8cap.com		
Telephone No:		949-528-3613		Fax No: 949-528-3613		
Nevada Local Street Address: (If different from above)		1410 Jet Stream Drive		Website:		
City, State and Zip Code:		Henderson, NV		Local Fax No:		
Local Telephone No:		702-836-3745		Local POC Name: Amber McDaniel (Colliers PM) Email: amber.mcdaniel@ colliers.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).

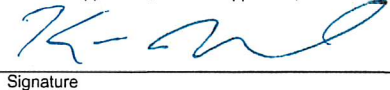
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Austin Family Trust dated 11/6/80- Member		31.58%
ERJMJ Investments, LP - Member		26.46%
Schommer Properties, LLC - Member		14.19%
- See attached Exhibit of Investors		

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

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

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


 Signature

Kurt Mullen
 Print Name

Chief Financial Officer
 Title

August 23, 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
Not Applicable			

* 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

Investor Exhibit
Commercial 9-12 Aviation, LLC

Austin Family Trust dated 11/6/80 - Member	31.58%
ERJMJ Investments, LP – Member	26.46%
Schommer Properties, LLC - Member	14.19%
Art E. Engle Trust	8.83%
The Suster Family Trust	7.95%
Rick And Carol Gardner	5.79%

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input 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: None						
Corporate/Business Entity Name:		1410-1420 HND, LLC				
(Include d.b.a., if applicable)						
Street Address:		195 E. Reno Avenue Ste. A			Website:	
City, State and Zip Code:		Las Vegas, Nevada 89119			POC Name: Daniel Laliberte	
Telephone No:		702-798-1133			Email: Dan.Laliberte@ribeirocorp.com	
Nevada Local Street Address: (If different from above)					Website:	
City, State and Zip Code:					Local Fax No:	
Local Telephone No:					Local POC Name:	
					Email:	

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

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

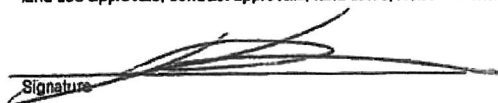
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Johnny A. Ribeiro, Jr.	Member	34.8%
Linda Ribeiro	Member	17.7%
Daniel Laliberte	Member	47.8%

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

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

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


 Signature
 Manager
 Title

Johnny A. Ribeiro, Jr. Trustee of the Johnny A. Ribeiro Family Trust dated February 11, 1994 as amended
 Print Name
 07/27/2021
 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(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.

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- 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

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 type="checkbox"/> Corporation	<input checked="" 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: None						
Corporate/Business Entity Name: Johnny A. Ribeiro, Jr. Family Trust dated February 11, 1994, as amended						
(Include d.b.a., if applicable)						
Street Address:			195 E. Reno Avenue Ste. A		Website:	
City, State and Zip Code:			Las Vegas, Nevada 89119		POC Name: Daniel Laliberte	
Telephone No:			702-798-1133		Email: Dan.Laliberte@ribeirocorp.com	
Telephone No:					Fax No:	
Nevada Local Street Address: (If different from above)					Website:	
City, State and Zip Code:					Local Fax No:	
Local Telephone No:					Local POC Name:	
					Email:	

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Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Johnny A. Ribeiro, Jr.	Trustee	100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature

Trustee

Title

Johnny A. Ribeiro, Jr.

Print Name

07/27/2021

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(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.

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"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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input 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 checked="" 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: None						
Corporate/Business Entity Name:		LDR Farms, LLC				
(Include d.b.a., if applicable)						
Street Address:		195 E. Reno Avenue Ste. A			Website:	
City, State and Zip Code:		Las Vegas, Nevada 89119			POC Name: Daniel Laliberte	
					Email: Dan.Laliberte@ribeirocorp.com	
Telephone No:		702-798-1133			Fax No:	
Nevada Local Street Address:					Website:	
(if different from above)						
City, State and Zip Code:					Local Fax No:	
Local Telephone No:					Local POC Name:	
					Email:	

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

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

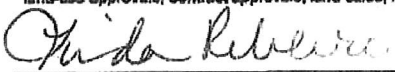
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Linda Ribeiro	Manager	100%

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

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

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


 Signature

Linda Ribeiro
 Print Name

Trustee
 Title

07/27/2021
 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(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