

**CLARK COUNTY  
DEPARTMENT OF AVIATION  
ACCESS AGREEMENT  
HARRY REID INTERNATIONAL AIRPORT**

THIS ACCESS AGREEMENT ("Agreement") is granted by Clark County, Nevada, through its Department of Aviation ("Aviation") in accordance with Clark County Ordinance 20.04.040 to **HERBST & COLLINS, LLC** ("Company") on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to grant ingress and egress privileges at Harry Reid International Airport ("Airport") predicated upon Company's acceptance and compliance with the following terms and conditions. For the purposes of this Agreement, the term "Director," shall mean the Director of Aviation or designee, empowered and authorized by the Board of County Commissioners through Clark County Ordinance, Title 20, and shall include any such person, as may be authorized from time to time, to act for the Director with respect to any or all matters pertaining to this Agreement.

1. TERM. The term of this Agreement shall be on a month-to-month basis, commencing on **March 1, 2024**, and will continue for a period not to exceed **ten (10) years**. This Agreement may be terminated by either party at any time upon thirty (30) days' advance written notice.

If, without objection by Aviation, Company continues operating under this Agreement after the expiration of the Term of this Agreement while Aviation and Company are negotiating a new or renewed Agreement, Company shall retain its rights hereunder on a month-to-month basis. No such holdover shall be deemed to operate as a renewal or extension of the Term. Such month-to-month grant of access rights may be terminated by Aviation or Company by giving thirty (30) days' written notice of termination to the other party at any time during the holdover period. Company shall have no rights to renew or extend the Term of this Agreement.

2. USE. Company owns and operates certain real property with hangar facilities adjacent to the Airport (the "Premises"). Upon performance of the agreements, provisions, and conditions contained in this Agreement, Company will have the privilege to use the designated areas of the Airport, as assigned by the Director, for the purpose described hereinafter and for no other purposes except as may be approved in advance, in writing, by the Director.

- 2.1 Ingress and egress rights to the Airport, which shall be defined as access to and from the main taxiway and runways at Airport for aircraft owned and operated by Company, are granted under this Agreement. Company acknowledges and agrees that no commercial aviation related business or activity will be conducted on the Premises, including aircraft storage, fueling, and other services that are performed by Aviation or its authorized fixed-base operators (FBOs). Company shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises.

- 2.2 This Agreement is further conditioned on the continued permission from Signature Flight Support LLC ("Signature") giving Company the right to enter Signature's leasehold area as shown on Exhibits "A" and "B" and as further set forth in the Ramp Access Agreement between Signature and Company attached hereto as Exhibit "C." In the event such permission is terminated, then this Agreement is also terminated.
3. USE OF RAMP AREAS. Company acknowledges that the Director will assign the use of the ramp areas and that such assignments will be determined at the sole discretion of the Director. It is acknowledged by Aviation that Company may use certain vehicles and equipment in the operation of its business pursuant to this Agreement. The use and movement of these vehicles and equipment in, on, and about the ramp areas and any other areas of the Airport covered by the terms of this Agreement will be accomplished by Company, its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees in accordance with the responsible safety and traffic practices and in accordance with Airport Rules and Regulations and Operating Directives as well as any procedures established by Aviation or any other governmental agency. When not in use, the vehicles and other equipment will be parked within the assigned areas or other area as specifically instructed by Airport Operations. Company will provide the Director with a current list of its owned or leased automotive equipment to be utilized under this Agreement.

Within thirty (30) days of Aviation's request, Company will furnish a list of aircraft owned and operated by Company. Such list shall include the "N" number and a copy of the registration of aircraft owned and operated by Company. Company shall notify Aviation within ten (10) days of any modification to the list regarding sale or acquisition of aircraft contained in the list, as may be modified from time to time.

4. RENTALS, FEES AND CHARGES. Commencing on the Effective Date of this Agreement and continuing throughout the term of this Agreement, Company agrees to pay Aviation the following Fees:
- 4.1 Annual Access Fee: **25,965.00 sq. ft. @ \$1.25 psfpy; Thirty-Two Thousand Four Hundred Fifty-Six and 25/100 Dollars (\$32,456.25) annually; Two Thousand Seven Hundred Four and 69/100 Dollars (\$2,704.69) monthly.**
- 4.2 Badging and Fingerprinting Fees: In accordance with the Airport Security Program, Company must obtain Airport security badging and fingerprinting for their eligible employees and pay the related costs. Company shall pay to Aviation those rates and fees in effect at the time of issuance. Company must obtain Airport badging for its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, sublessees and/or other representatives, and pay any and all related costs associated with this privilege. Said badges will only be valid for the period of this Agreement and must be returned to the Airport Badging Office within twenty-four (24) hours or the next business day after expiration or suspension and/or termination of any employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, sublessees and/or other

representatives, and/or the suspension and/or termination of this Agreement. In the event Company, its employees, agents, vendors, suppliers, service providers, contractors, subcontractors, officers, and directors fails to return such badges upon cessation of employment or other similar circumstances, and/or any cause of action that either singularly or collectively would require Airport to re-badge all currently badged Airport personnel, as required by TSA Regulations and the Airport's Security Plan, Company shall bear the total cost of such re-badging process.

- 4.3 Other Rentals, Fees and Charges: Company hereby acknowledges that Company is subject to all applicable Airport fees including fuel flowage and/or landing fees, either now or in the future contained in the Airline Rates and Charges Ordinance, as may be amended from time to time.
5. REDETERMINATION OF RENTALS, FEES AND CHARGES. Aviation retains the right to redetermine the rentals, fees and charges paid by Company, from time to time, subject to thirty (30) days prior written notice to Company from the Director. Due to the fact that similarly situated tenants have different anniversary or other rental adjustment dates, Aviation does not warrant that the rentals, fees and charges 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 rentals, fees and charges exceed the allowable rentals, fees and charges, charged to other similarly situated tenants. If Company does not agree with such redetermined rentals, fees and charges, it has the right to cancel this Agreement.
6. METHOD OF PAYMENT AND REPORTS. Company will make all payments by check, made payable to Clark County Department of Aviation, or other form of payment acceptable to Aviation, and deliver or mail said payments to the Clark County Department of Aviation, Finance Division, P.O. Box 11005, Las Vegas, Nevada 89111-1005, or to such other place as Aviation may direct Company in writing, by the fifteenth (15<sup>th</sup>) day of the month for the previous month's activity.
7. LATE FEE. Any payment due by Company to Aviation that is not received within thirty (30) days after the due date will accrue interest at the interest rate of twelve percent (12%) per annum from the due date until paid in full.
8. LETTER OF CREDIT. Company agrees to provide to Aviation, an irrevocable Letter of Credit or other form of security acceptable to Aviation, in the amount of **Nine Thousand Five Hundred and 00/100 (\$9,500.00) Dollars** which is equal to the highest three (3) months total estimated rentals, fees and charges outlined in Section 4 above, owed to Aviation as determined at the Director's sole discretion, due to Aviation for all of Company's activities. Such Letter of Credit will be in the form of an irrevocable Letter of Credit in a format that is acceptable to the Director.

Aviation retains the right to redetermine the Letter of Credit from time to time based on the highest three (3) months activity for the previous twelve (12) month period.

In the event Company fails to make payments in accordance with the requirements of this Agreement, Aviation has the right to apply the above-referenced Letter of Credit as may be necessary or to exercise any other legal remedies to which it may be entitled.

9. TAXES, LICENSES, AGREEMENTS. Company will promptly pay all taxes, excises, license fees and Agreement fees of whatever nature applicable to its operation and lease of Assigned areas. Company may elect, however, at its own costs and expense, to contest any such tax, excise, levy, or assessment. Company will keep current municipal, state, or federal licenses or permits required for the conduct of its business.
10. WIRELESS APPLICATIONS AND SIMILAR TECHNOLOGIES. Company shall not install, deploy, or otherwise engage in the use of any transmitting wireless device, applications, and/or technologies on any assigned areas, any portion of the Airport or within the Airport System without first having obtained the express written permission of the Director. Such wireless applications shall only be for Company's operational use. At the request of the Director, Company will cease operation of a particular device due to interference with another transmitting device that is deemed necessary for operational and/or life-safety purposes. Aviation reserves the right to impose a fee for the use of such wireless equipment and/or charge for any space required for the installation of such equipment, as additional rentals payable under this Agreement, for the use of such area. Company shall not have any right to install any type of wireless device, application, and/or technology at the Airport for commercial and/or revenue generating purposes.
11. SUBLEASE AND ASSIGNMENT. This Agreement and any rights granted hereunder may be transferred or assigned to immediate family members of Pauline P. Collins and Jerry E. Herbst with written approval from the Director. No other assignments and no subleases are permitted under this Agreement.
12. COMPANY'S RESPONSIBILITIES. In the operation of Company's activities at the Airport, Company will be responsible for the following:
  - 12.1 Company shall not be permitted to make any improvements or alterations to any Assigned Area during the term of this Agreement, without written authorization from Signature Flight Support and the Director.
13. INDEMNIFICATION. Company agrees to indemnify, defend and hold Aviation forever harmless from and against all liability, loss, demand, or other expense, including, but not limited to, defense costs, expenses and reasonable attorney fees, imposed upon Aviation by reason of injuries or death of persons, including wrongful death, and damages to property alleged to be caused during or because of Company's use or occupancy of Airport property or any Assigned areas, or any actions or non-actions of Company, its employees, invitees, officers, agents, representatives, contractors, subcontractors, independent contractors suppliers, and/or sublessees including the movement of aircraft or vehicles, provided however, that such indemnity will not apply as to any negligent act or omission solely that of Aviation, its employees, agents, or representatives. These duties shall apply whether or not the allegations are found to be true.

14. DISCLAIMER OF LIABILITY. Aviation hereby disclaims, and Company hereby releases Aviation from any and all liability whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Company, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Company that may be located or stored on the Assigned Areas, unless such loss, damage or injury is caused by Aviation's gross negligence or intentional willful misconduct, the parties hereby agree that under no circumstances shall Aviation be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence).
15. INSURANCE REQUIREMENTS.
- 15.1 Company agrees to furnish and maintain satisfactory evidence of insurance as required herein or as may be required by the Department of Aviation prior to commencement of any permitted operation at the Airport.
- 15.1.1 Aircraft Liability Insurance and Comprehensive Commercial General Liability Insurance, including products liability, for claims of property damage, personal injury, bodily injury or death allegedly resulting from Company's activities on the Airport in an amount not less than Fifty Million (\$50,000,000) Dollars per occurrence.
- 15.2 Clark County, Nevada, its elected officers, appointed executives or other officers, other employees, agents, volunteers, members of boards, and Commissioners of the County of Clark shall be named as additional insured on the above policies (with the exception of employer's liability) to the full limits of liability purchased by Company even if those limits of liability are in excess of those required by this Agreement. Copies of such certificates are to be provided to the Director.
- 15.3 Each insurance policy supplied by Company must be endorsed to provide that the coverage will not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Director. This notice does not waive the insurance requirements contained herein.
- 15.4 Best Key Rating: The rating of the insurance operator's financial strength shall be "A-VIII" or stronger, as published in the latest Best's Key Rating Guide, and shall be fully disclosed within the certificates of insurance.
- 15.5 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 Twenty-Five Thousand (\$25,000.00) Dollars unless the Director gives prior written consent.
16. RULES AND REGULATIONS. Company hereby agrees to be bound in the operation of its service at the Airport by all Airport Rules and Regulations, Airport Tenant Improvement Manual, Operating Directives, Department of Aviation Environmental Management System, Airport Security Program, Nevada Revised Statutes, County Ordinances or other

such governmental regulations, whether municipal, state, or federal, including, but not limited to, all federal airport grant assurances and environmental laws, and will immediately, upon request, verify compliance to any such requirement. Company must adhere to the Airport Rules and Regulations and Operating Directives, as may be amended from time to time. Company agrees to be subject to any administrative assessment or contractual penalties resulting from violations of any Rules and Regulations and Operating Directives. Company will keep current municipal, state, or federal licenses or Agreements required for the conduct of its business, if any.

17. SIGNAGE AND ADVERTISING. Company will not erect, install, operate, or cause or permit to be erected, installed or operated in or upon the Airport, except as provided below, any signs or similar advertising devices for its own business. Aviation reserves all rights to establish any advertising signs located on any assigned areas or Airport property.

Any identifying signs attached to any assigned area will require the prior written approval of the Director. Such written consent may consider factors including, but not limited to, size, type, content, and method of installation.

Company will not commission, install, or display any third party advertising without the written approval of the Director. Such advertising shall be subject to standard airport advertising fee schedule and shall be in conformance with the Airport Advertising Policy.

Company will not commission, install, or display any work of art without the prior written approval of the Director and without a full written waiver by the artist and all rights under the Visual Artists Rights Act of 1990, U.S.C. (Sections 106A and 113).

The parties acknowledge and agree that Aviation retains all rights to billboard sign sites, which may presently, or in the future, exist upon any Assigned Areas.

18. AIRPORT SECURITY PROGRAM. Company must obtain Airport badging for its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees requiring access to the Terminal Complex, Sterile Areas, Secured Area/SIDA, or other security areas as may be identified in the Airport Security Program, and pay any and all related costs associated with this privilege. Said badges will only be issued during the Term of this Agreement and must be returned to the Airport Badging Office within twenty-four (24) hours or the next business day after expiration or suspension and/or termination of this Agreement.

Company covenants that it will at all times maintain the integrity of the Airport's Security Program and 49 CFR Parts 1500, 1520, 1540, 1542, 1544, 1546, 1548, and 1550 as promulgated, including but not limited to the Airport Security Training Handbook, and that it will always maintain the security of the Airport and/or any airfield access which Company maintains. Company hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for badging for any and all of its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees. Company also hereby agrees that it shall also be responsible for any and all of the actions of its employees, invitees, officers, agents,

representatives, contractors, subcontractors, suppliers, and/or sublessees and shall provide any and all necessary escorts, as outlined in the Airport's Security Program, at all times. Company also hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), Airport or other government agency.

Should Company, its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees cause any security violation, and should Aviation be cited for a civil penalty for such security violation, Company agrees to reimburse Aviation for any monetary civil penalty, which may be imposed by the TSA or other government agency. Company will have badge/access privileges immediately suspended and/or revoked by the Airport Security Administrator for failure to adhere to the Airport Security Program or for failure to return all badges within the time frames specified herein. Such actions may also result in the immediate termination of this Agreement, at the sole discretion of Aviation.

19. ENVIRONMENTAL COMPLIANCE. Company hereby agrees to be bound in the operation of its service at the Airport by all Airport Rules and Regulations, Operating Directives, Department of Aviation Environmental Management System, Airport Tenant Improvement Manual, Nevada Revised Statutes, County Ordinances or other such governmental regulations, whether municipal, state, or federal, including, but not limited to, those that deal with Hazardous Material and/or the regulation of protection of the environment, including the ambient air, ground water, surface water, and land use, including sub strata land. Company will immediately, upon request, verify compliance to any such requirement, which may be amended or otherwise modified from time to time.

20. ENVIRONMENTAL POLICY.

20.1 Violation of Environmental Laws:

Company will not cause or Agreement any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under, or about the Airport, or transported to and from the Airport, by Company, its sublessees, their agents, employees, contractors, subcontractors, invitees or a third party in violation of the Environmental Laws, as defined herein, or the Department of Aviation Environmental Management System, as now exists or may be modified from time to time.

20.1.1 Director will inspect area to ensure that Company is using the Airport in accordance with environmental requirements.

20.1.2 Upon request of Director, Company will conduct such testing and analysis as necessary to ascertain whether Company is using the Airport in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by Company and

subject to Director's reasonable approval. Copies of such reports from any such testing will be provided to Director.

20.1.3 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.

20.2 Contamination of Airport:

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

20.2.1 Prior approval of Director, which approval will not be unreasonably withheld. Company will submit to Director, a written plan for completing all remediation work. Director retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice.

20.2.2 Such actions of remediation by Company will not potentially have any material adverse long term effect on the Airport in the sole judgment of Director.

20.3 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 herein, or the Department of Aviation Environmental Management System as now exists or as may be modified from time to time. Company shall provide photocopies, to Director, of any submissions to and/or from environmental regulatory agencies.

20.3.1 Should the Government 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 Airport 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 Aviation, Company will promptly provide all information requested by Director to determine the applicability of the Environmental Laws to the Airport, or to respond to any governmental investigation or to respond to



any claim of liability by third parties which is related to environmental contamination.

- 20.3.2 Company's obligations and liabilities under this provision will continue so long as Aviation bears any responsibility under the Environmental Laws for any action that occurred on the Airport during the term of this Agreement as a result of Company's actions.
- 20.3.3 This indemnification of Aviation 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 Airport or present in the soil or ground water caused or permitted by Company.
- 20.3.4 The parties agree that Aviation'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. Aviation will also have the rights set forth in Section 20.4, entitled Aviation's Termination Rights for Violation of Environmental Laws, of this Agreement in addition to all other rights and remedies provided by law or otherwise provided in this Agreement.

20.4 Aviation's Termination Rights for Violation of Environmental Laws:

- 20.4.1 Company's failure or its sublessees, agents, employees, contractors, subcontractors, 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 Agreement Aviation to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement, to which Aviation may resort cumulatively, or singularly, in the alternative.
- 20.4.2 Aviation may, at Aviation'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.
- 20.4.3 Notwithstanding any other provision in this Agreement to the contrary, Aviation will have the right of "self-help" or similar remedy 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 Airport.

20.5 Definitions:

20.5.1 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 following as the same are 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 (42 U.S.C. Section 7401 et seq.)

SANITATION (Nevada Revised Statutes, Chapter 444)

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)

OCCUPATIONAL SAFETY AND HEALTH  
ADMINISTRATION (OSHA) (29 CFR, Sections 1910 and 1926)

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.

20.5.2 The term “Hazardous Material,” whenever used herein, means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined within the following:

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 6901 et seq.)

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.

21. NON-DISCRIMINATION.

Company agrees to comply with all federal, state and local laws regarding non-  
discrimination.

Aviation is committed to promoting full and equal protection and opportunity for all  
persons doing business with Clark County. Company acknowledges that Aviation has an  
obligation to ensure Company, its employees, invitees, officers, agents, representatives,  
contractors, subcontractors, suppliers, and/or sublessees do not engage in any  
discriminatory practices at any time during the term of this Agreement. Company further  
acknowledges that if Company, its officers, agents, representatives, contractors,  
subcontractors or subtenants, are found guilty by an appropriate authority for refusing to  
grant services in places of public accommodations or to do business with an individual or  
Company due to reasons of race, color, religion, sex, sexual orientation, gender identity or  
gender expression, age, disability, national origin, ancestry, or any other protected status,  
as provided by law, Aviation may elect to terminate this Agreement.

In connection with the performance of work under this Agreement, Company, its  
employees, invitees, officers, agents, representatives, contractors, subcontractors,  
suppliers, and/or sublessees, agree not to discriminate against any employee or applicant

for employment because of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, ancestry, or any other protected status, as provided by law, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

As used in this Section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality, or bisexuality.

As used in this Section, "gender identity or expression" means a gender related identity, expression or behavior of a person, regardless of the person's assigned sex at birth.

Company further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

22. 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 Aviation and the United States of America relative to the development, operation or maintenance of the Airport.
23. 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.
24. NOTICES. All notices, requests, consents and approvals under this Agreement will be served or given only by certified mail, registered mail (to the PO Box listed below), nationally recognized courier (such as FedEx or UPS) (to the street address listed below), or email, except in cases of emergency, in which case they will be confirmed by email or facsimile. All communication via email or facsimile will be confirmed by a response email or facsimile or automated confirmation method. Any changes to the contact information contained herein will be exchanged in writing.

Notices intended for Aviation sent via certified or registered mail, will be addressed to:

Clark County, Nevada  
Attn: Director of Aviation  
P.O. Box 11005, Airport Station  
Las Vegas, Nevada 89111-1005  
FAX: (702) 261-5050

Notices intended for Aviation sent via a nationally recognized courier (such as FedEx or UPS), will be addressed to:

Harry Reid International Airport  
Attn: Business Office  
2<sup>nd</sup> Floor – Central Services  
5757 Wayne Newton Boulevard  
Las Vegas, NV 89119

Notices intended for Aviation sent via email will be addressed to:

EMAIL: [aviationaffairs@lasairport.com](mailto:aviationaffairs@lasairport.com)

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

Notices intended for Company will be addressed to:

Mr. Jeff Campbell  
Corporate Counsel  
**HERBST & COLLINS, LLC**  
5195 S. Las Vegas Blvd.  
Las Vegas, NV 89119  
PHONE: (702) 798-6400

Notices intended for Company sent via a nationally recognized courier (such as FedEx or UPS), will be addressed to:

Mr. Timothy Herbst  
President  
**HERBST & COLLINS, LLC**  
5195 Las Vegas Boulevard  
Las Vegas, NV 89119

Notices intended for Company sent via email will be addressed to:

EMAIL: [jcampbell@terribles.com](mailto:jcampbell@terribles.com) and [tpherbst@terribles.com](mailto:tpherbst@terribles.com)

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

25. SURVIVABILITY. The terms and conditions of this Access Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
26. DIRECTOR'S AUTHORITY. The Director has the authority to act on behalf of the Board of County Commissioners for all purposes of this Agreement, including the ability to terminate this Agreement as set forth herein.
27. GENERAL. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any singular words are deemed to include the plural and vice versa, if the context requires. The word "will" has the same meaning as the word "shall." The word "or" is disjunctive but inclusive, unless the context requires otherwise. The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation." To the extent of any inconsistency between this Agreement, the Exhibits attached hereto, or any other documents that are made a part hereof either as an attachment, by reference, or otherwise, this Agreement shall prevail and control.

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This Agreement and all rights and obligations hereunder are subject to the approval by the Board of County Commissioners of Clark County.

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

**CLARK COUNTY, NEVADA**

**HERBST & COLLINS, LLC**

BY: \_\_\_\_\_  
ROSEMARY A. VASSILIADIS  
Director of Aviation

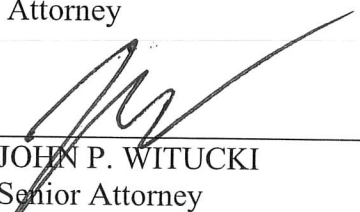
SIGN: Timothy Herbst  
Timothy Herbst (Sep 4, 2024 17:16 PDT)

PRINT: Timothy Herbst

TITLE: Sep 4, 2024

APPROVED AS TO FORM:

STEVEN B. WOLFSON  
District Attorney

BY:   
JOHN P. WITUCKI  
Senior Attorney

# EXHIBIT

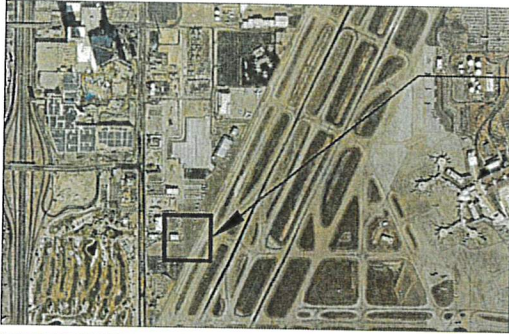
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A & B

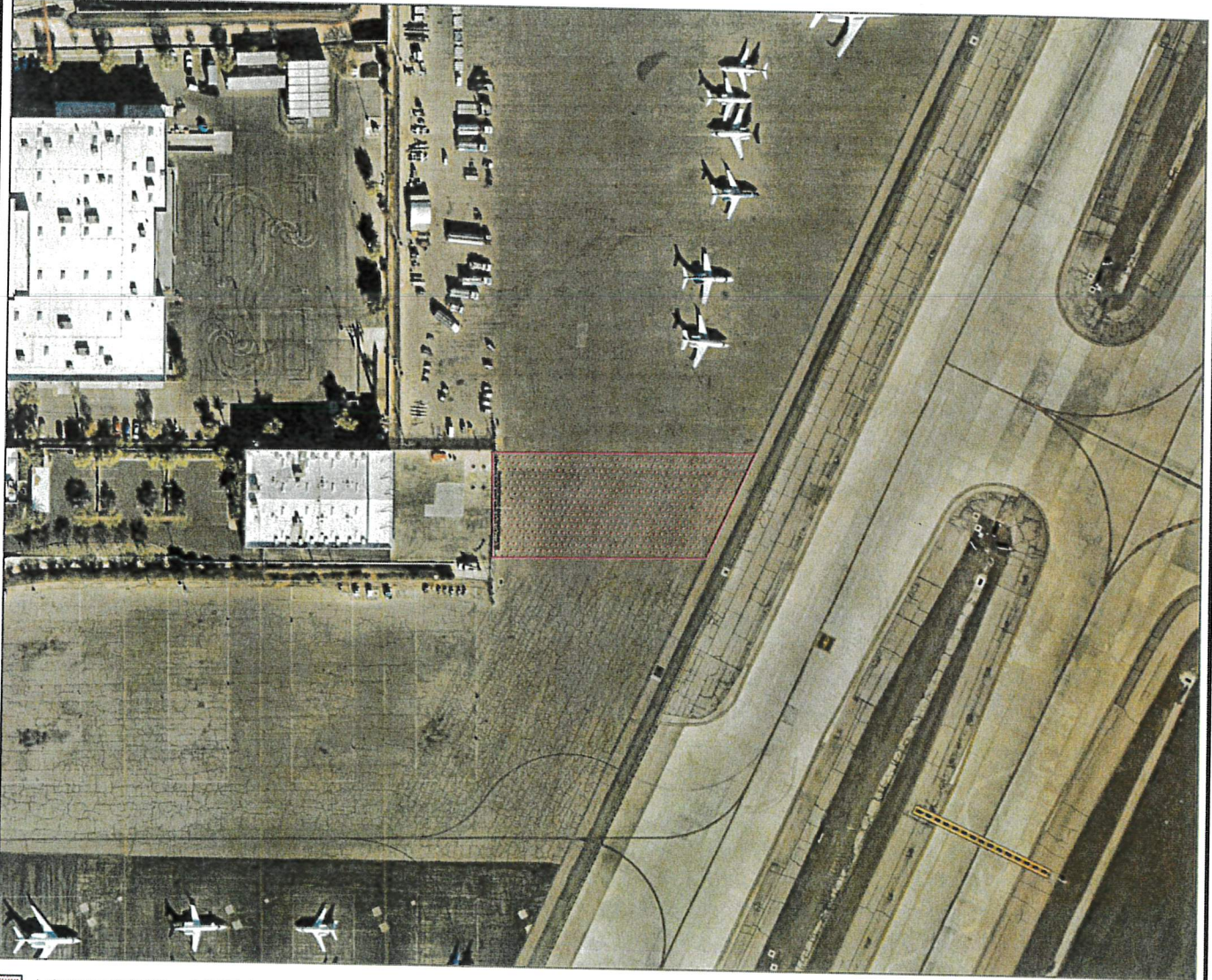



# EXHIBIT A

LOCATION MAP



LOCATION



 ASSIGNED AREA = 25,965 S.F. = 0.60 ACRES

HARRY REID INTERNATIONAL AIRPORT

CLARK COUNTY DEPARTMENT OF AVIATION

HERBST & COLLINS, LLC

ACCESS AGREEMENT

SCALE	HORZ. 1"=165'
	VERT. NONE

DRAWN BY:	JW
-----------	----

DATE:	2/24
-------	------

DWG. NO.	
----------	--

E0022
-------



POGGEMEYER  
DESIGN GROUP

6960 Smoke Ranch Road, Suite 110 | Las Vegas, Nevada 89128-3204  
P 702-255-8100 F 702-255-8375 | www.poggemeyer.com

**EXHIBIT A  
EXPLANATION  
PARCEL 5**

PAGE 1 OF 3  
AREA

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED  
EASTERLY OF LAS VEGAS BOULEVARD AND SOUTH OF DEWEY DRIVE FOR A LEASE  
AGREEMENT.

**DESCRIPTION**

BEING A PORTION OF PARCEL NUMBER 162-33-201-007 AND 162-33-201-008 LOCATED IN  
THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 61  
EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS;

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4)  
OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 33, AND ALONG THE NORTH  
LINE SAID SOUTHWEST QUARTER (SW 1/4), NORTH 89°16'29" EAST, 755.01 FEET TO THE  
**POINT OF BEGINNING;**

THENCE NORTH 00°43'22" WEST, 100.00 FEET;

THENCE NORTH 89°16'29" EAST, 269.71 FEET;

THENCE SOUTH 24°40'33" WEST, 117.56 FEET;

THENCE SOUTH 89°16'29" WEST, 219.23 FEET;

THENCE NORTH 01°15'48" WEST, 6.20 FEET TO THE **POINT OF BEGINNING;**



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DESIGN GROUP

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P 702-255-8100 F 702-255-8375 | www.poggemeyer.com

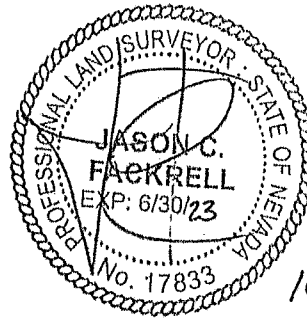
PAGE 2 OF 3  
AREA

CONTAINING 25,965 SQ. FT., MORE OR LESS.

END OF DESCRIPTION.

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 01°10'41" WEST, AS SHOWN ON THAT CERTAIN MAP IN BOOK 179, PAGE 61, OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, BEING THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



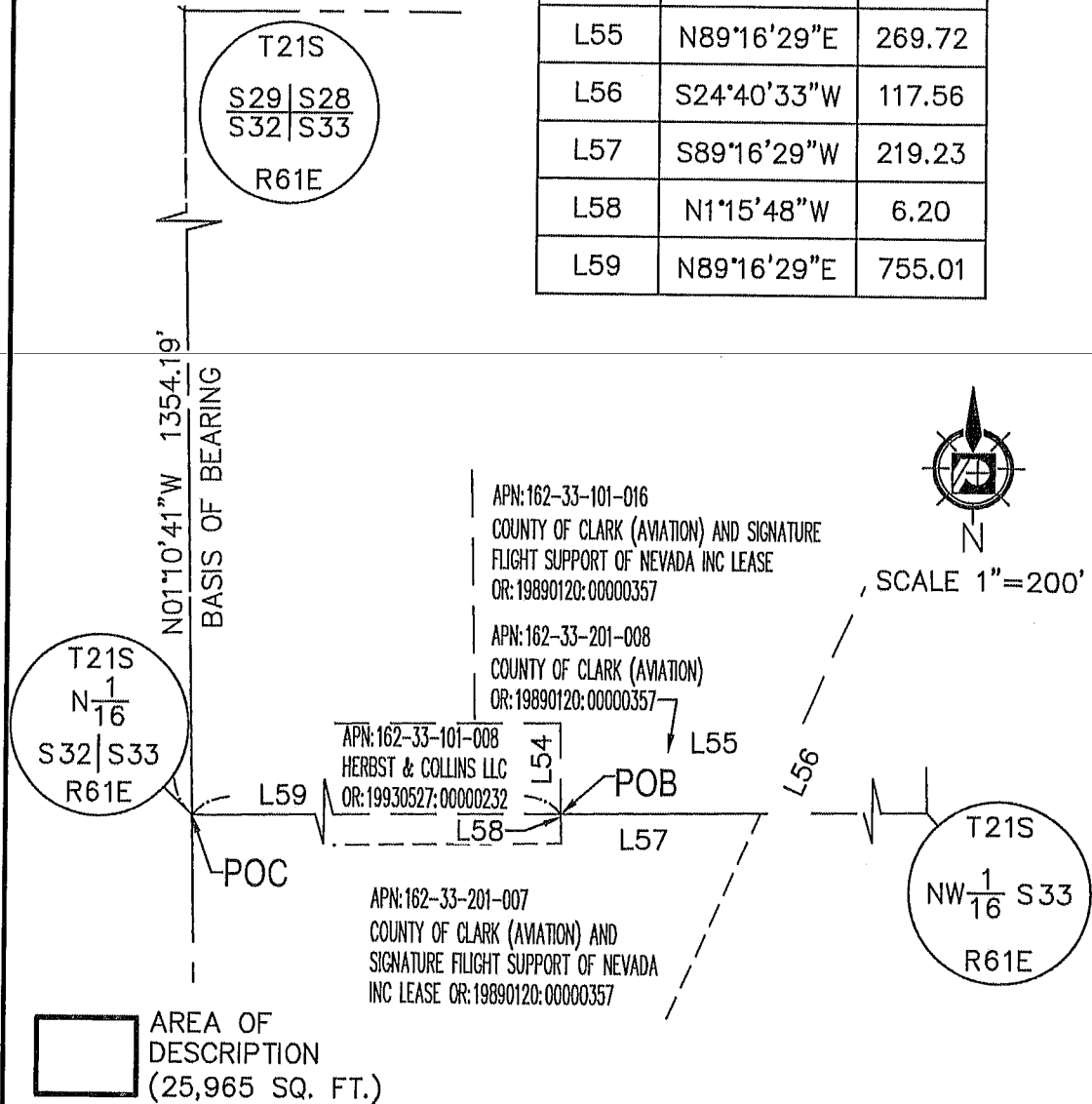
JASON C FACKRELL, PLS  
NEVADA LICENSE NO. 17833


10/26/22



**EXHIBIT B**  
**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION**

LINE TABLE		
LINE #	DIRECTION	LENGTH
L54	N0°43'22"W	100.00
L55	N89°16'29"E	269.72
L56	S24°40'33"W	117.56
L57	S89°16'29"W	219.23
L58	N1°15'48"W	6.20
L59	N89°16'29"E	755.01



 <p><b>POGGEMEYER</b>  <b>DESIGN GROUP</b>          A Kleinfelder Company</p>	20230883	LEGAL_05
	6960 Smoke Ranch Road Suite 110 Las Vegas, Nevada 89128	p) 702.255.8100

Point of Beginning : North: 26730321.3537' East: 784729.2737'

Segment #1 : Line

Course: N00° 43' 22.00"W Length: 99.996'  
North: 26730421.3417' East: 784728.0123'

Segment #2 : Line

Course: N89° 16' 29.00"E Length: 269.715'  
North: 26730424.7558' East: 784997.7061'

Segment #3 : Line

Course: S24° 40' 33.00"W Length: 117.561'  
North: 26730317.9300' East: 784948.6263'

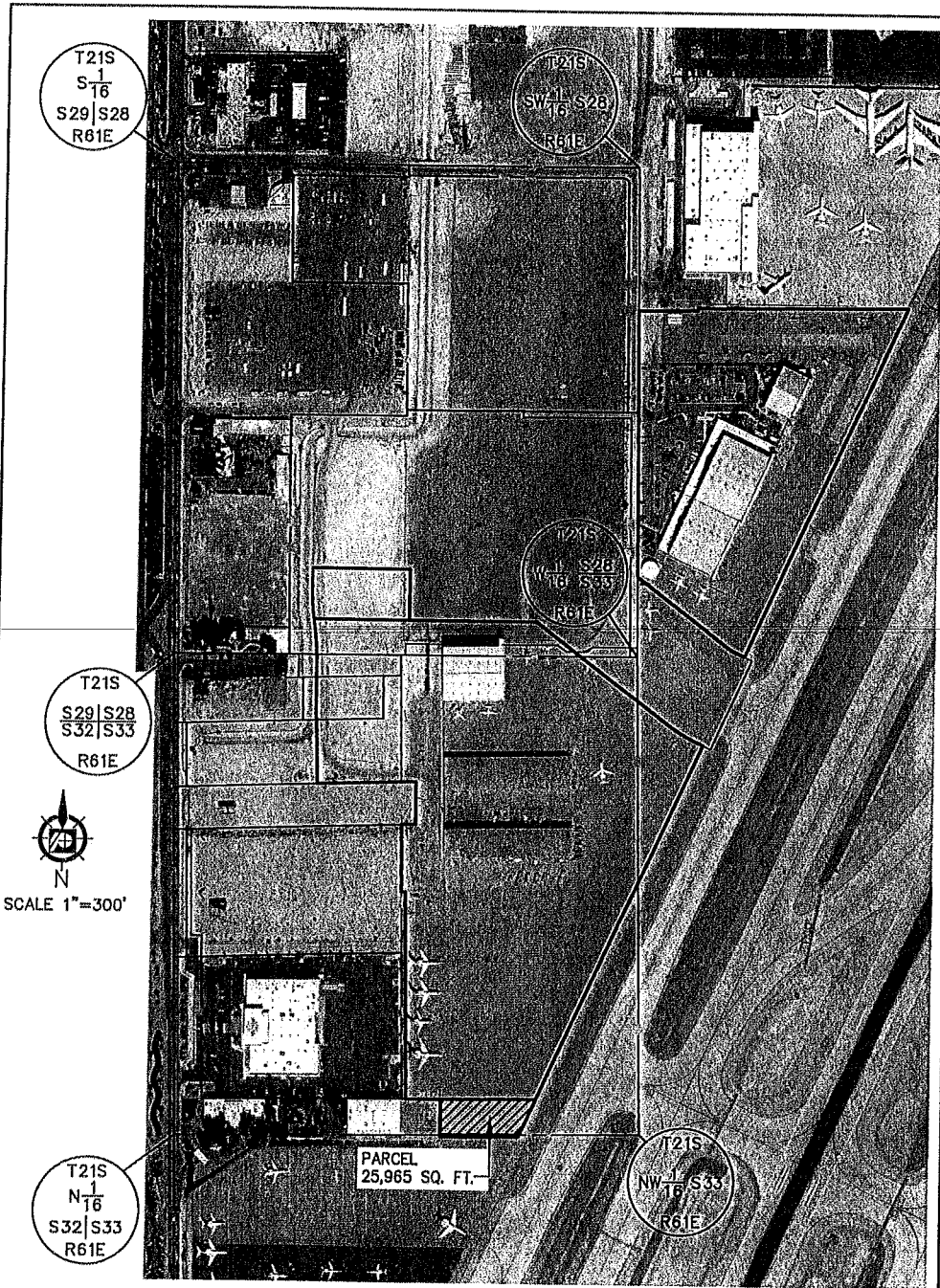
Segment #4 : Line

Course: S89° 16' 29.00"W Length: 219.234'  
North: 26730315.1549' East: 784729.4104'

Segment #5 : Line

Course: N01° 15' 48.00"W Length: 6.200'  
North: 26730321.3537' East: 784729.2737'

-----  
Perimeter: 712.706' Area: 25965.14 Sq. Ft.



**POGGEMEYER**  
DESIGN GROUP  
A Kleinfelder Company

6960 Smoke Ranch Road Suite 110  
Las Vegas, Nevada 89128 p) 702.255.8100

WO# 20230883-LAS

SCALE: 1"=300'  
DRAWN BY: RRH  
DATE: 11/03/2022  
SHEET 1 OF 1

# EXHIBIT

C

RAMP ACCESS LICENSE AGREEMENT (LAS)

This RAMP ACCESS LICENSE AGREEMENT ("Agreement") is made and entered into as of the 1st day of December, 2023 (the "Effective Date"), by and between SIGNATURE FLIGHT SUPPORT LLC, a Delaware limited liability company, having a place of business at 13485 Veterans Way, Suite 600, Orlando, Florida 32827 ("Signature") and HERBST & COLLINS, LLC, a Nevada limited liability company with a mailing address of 5195 Las Vegas Blvd., Las Vegas, Nevada 89119 (together "Licensee").

WHEREAS, Signature leases certain real property from Clark County, Nevada ("Leased Premises"), operates a fixed-base operation and is engaged in the business of providing and performing services to general aviation and corporate aircraft at ~~McCarran International Airport, Las Vegas, Nevada~~ <sup>MF Harry Reid International Airport</sup> ("Airport"); and

WHEREAS, Licensee owns a hangar building located adjacent to the Leased Premises and is desirous of moving aircraft from time to time across certain portions of the ramp space located on the Leased Premises; and

WHEREAS, Licensee has requested, and Signature has agreed to grant, certain rights to traverse and cross certain defined ramp areas located on the Leased Premises in accordance with the terms and conditions more particularly described below.

NOW THEREFORE, in consideration of the mutual undertakings, agreements and covenants hereinafter set forth, the parties hereto agree as follows:

1. Grant of License. Signature hereby grants to Licensee a limited, non-exclusive revocable license to cross and traverse those certain portions of the Ramp Access Area located on the Leased Premises as more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Ramp Access Area"). It is hereby agreed and understood that this Agreement is merely a license to use the Ramp Access Area consistent with the terms and conditions set forth herein and that no right, title or property interest in or to the Ramp Access Area or any other portion of the Leased Premises is granted to or vested in or intended to be granted to or vested in Licensee by virtue of this Agreement.

2. Term. Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for a period of Ten years (10) years commencing December 1, 2023 and terminating November 30, 2033 ("Term"), and month to month thereafter provided Licensee is not in default under the terms and conditions hereof. Notwithstanding the foregoing, either party may terminate this Agreement for convenience at any time with ninety (90) days prior written notice to the other party.

3. Payment of License Fee. In consideration for the license granted hereunder, Licensee agrees to pay to Signature a monthly license fee of \$ 300.00 ("License Fee"), payable in advance, on the first (1st) day of each calendar month during the Term hereof, plus any and all applicable Airport concession fees or charges and any and all applicable sales or use taxes due thereon. In the event that the Term of this Agreement shall commence or end on any day other than the first and last day, respectively, of a calendar month, the sums due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof. Airport concession fees



or charges, sales and use taxes shall be the prevailing fees, charges and/or taxes applicable at the time of each monthly rental payment.

On the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the then-current License Fee shall be increased by the greater of the following: (i) five percent (5%) or (ii) the "CPI Adjustment". For purposes of this Agreement, the "CPI" shall be the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, All Items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI for the month two (2) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month twelve (12) months prior to the Current Index Number. In the event the compilation and/or publication of the CPI shall be discontinued or materially altered, Signature shall choose a reasonable replacement index. Failure to notify Licensee of such an adjustment shall not waive Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date.

4. Use of Ramp Access Area and Licensee Conduct, Licensee may cross and traverse the Ramp Access Area with aircraft in order to access its own hangar and/or the Airport runways, as applicable. In no event may Licensee operate any motor vehicle(s) on the Ramp Access Area, other than aircraft towing equipment as necessary to move aircraft between Licensee's hangar and the Airport runways. Licensee shall not stage or park any aircraft on the Ramp Access Area, and shall not impede or interfere with any other aircraft operations or Signature's business operations upon the Ramp Access Area and the Leased Premises. Licensee shall (i) keep and maintain the Ramp Access Area in good order, condition, and repair during the Term; (ii) provide all precautions for safety and protection of persons and property; and (iii) keep the Ramp Access Area free from waste and litter. Licensee shall employ only qualified and competent persons and subcontractors, who shall be under the exclusive direction and control of Licensee. Licensee and its agents, employees, guests and invitees shall at all times during the Term conform to Signature's rules of conduct and regulations while on the Ramp Access Area and/or the Leased Premises. Signature shall not be responsible for any loss, theft or burglary of Licensee's equipment or other personal property.

5. Compliance With Laws, Licensee agrees to abide by all applicable laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and agencies. Without prejudice to the provisions of the foregoing paragraph, Licensee shall comply with (and shall further cause its officers, directors, contractors, subcontractors, agents, employees and invitees) to comply with and observe all Signature rules and regulations as now in effect, and as modified from time to time concerning the use, management, operation, safety and good order of the Ramp Access Area, provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

Licensee warrants and represents that it shall indemnify, defend and hold harmless Signature, and its officers, directors, agents, insureds and employees from and against any and all fines, penalties or legal actions which may be imposed by the Airport or any other agency having jurisdiction at or on the Airport as a result of Licensee's directors, officers, employees, subcontractors, agents, guests or invitees failure to comply and adhere to any and all federal, state, county or Airport regulation in effect as of the effective date of this Agreement, including but not limited to security regulations set forth within Federal Aviation Regulation (FAR) Part 107.

6. Airport Security. Licensee shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, FAR, and the TSA, any Airport security program, all as amended from time to time. If Signature or the authority incur any fines as a result of the acts or omissions of Licensee, Licensee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the authority reserve the right to take whatever action necessary to cure any security deficiency if Licensee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.

7. Termination of Master Lease: If the Master Lease between Signature and the authority is terminated or abated, such termination or abatement shall cancel or abate this Agreement and Licensee shall look to Signature's successor-in-interest or to the authority for relief or continuance of its rights as established in this Agreement.

8. Acceptance of Ramp Access Area. Licensee has had an opportunity to observe and inspect the Ramp Access Area, and is hereby deemed to have accepted the Ramp Access Area in its "as is" "where is" condition, with all faults. Licensee hereby releases Signature, its directors, officers, employees, insureds and agents from any liability or loss caused by any latent or patent defect in the Ramp Access Area, unless caused by the gross negligence or willful misconduct of Signature.

9. Insurance Coverages. Licensee shall obtain and maintain at all times during the Term of this Agreement, from a recognized financially responsible insurance carrier(s) authorized to conduct business in the State of Nevada, the following types and minimum amounts of insurance:

Workers' Compensation Insurance, per statutory coverage as prescribed by the State of Nevada, as required, consistent with Licensee's use of the Ramp Access Area;

Employer's Liability Insurance, in a minimum \$1,000,000.00 each occurrence for bodily injury by accident, \$1,000,000.00 each occurrence for bodily injury by disease, and \$1,000,000.00 aggregate policy limit, consistent with Licensee's use of the Ramp Access Area;

Commercial General Liability Insurance, inclusive of aircraft liability and Airport premises liability, with a combined single limit of \$5,000,000.00 per occurrence, insuring Licensee's liability against bodily injury to persons and invitees, including passengers, and damage to property;

Automobile Liability Insurance, with a combined single limit of \$5,000,000.00 per occurrence, and an express representation specifying the applicability of such insurance on Airport premises. This coverage shall be conditionally waived if Licensee does not have a motor vehicle that is both (i) registered in its name and (ii) driven on the Ramp Access Area. If Licensee subsequently registers a vehicle(s) in its name and uses it to drive on the Ramp Access Area (notwithstanding the prohibition set forth in Section 4 above), the foregoing waiver shall be automatically revoked and Licensee shall obtain the requisite coverage.

8. Certificates of Insurance. The insurance required to be carried by Licensee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of Nevada, and rated in Best's Insurance Guide, or any successor thereto

(or if there be none, an organization having a national reputation) as having a general policyholder rating of "B-1+" or greater and a financial rating of at least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiaries, related, and affiliated companies and the Clark County, Nevada" all as additional insureds. If the required liability policies do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. All required insurance policies shall contain a waiver of subrogation in favor of "Signature Flight Support LLC, its parent, subsidiaries, related and affiliated companies and the Clark County, Nevada". Licensee shall obtain and deliver to Signature, duly executed, certificate(s) of all required insurance, together with satisfactory evidence of the payment of the premiums therefore, as of the effective date of this Agreement, and upon renewals of such policies, no less than thirty (30) days prior to the expiration of the terms of such coverage. The insurance policies of Licensee shall further provide at least thirty (30) days advance written notice to Signature and Licensee of any material changes, cancellation, non-renewal or changes adverse to the interests of Signature or Licensee. Licensee may send insurance certificates to the Signature Insurance Department via any of the following methods: (i) by mail to Signature Flight Support LLC, 13485 Veterans Way, Attention: Real Estate 5th Floor, Orlando, FL 32827; or (ii) by email to Realstate@signatureflight.com.

It is expressly understood by Licensee that the receipt of any required insurance certificate(s) by Signature hereunder does not constitute agreement that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. Further, the failure of Signature to obtain certificates or other evidence of insurance from the Licensee shall not be deemed a waiver by Signature. Non-conforming insurance shall not relieve Licensee of its obligation to provide the insurance specified herein. Non-fulfillment of the insurance requirements by Licensee hereunder may constitute a material breach of this Agreement and Signature retains the right to suspend this Agreement until proper evidence of insurance is provided or, in the continued absence of such insurance evidence, terminate this Agreement, in Signature's sole discretion.

NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, FOR PURPOSES OF THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITED REQUIRED HEREIN. HIGHER INSURANCE LIMITS REQUIRED BY CLARK COUNTY, NEVADA AND/OR APPLICABLE AIRPORT AUTHORITIES WILL SUPERSEDE THE LIMITS STATED ABOVE AND WILL REQUIRE VERIFICATION AND POSSIBLE COVERAGE AND PREMIUM INCREASES.

9. Indemnification. Unless caused by the gross negligence or willful misconduct of Signature, Licensee shall indemnify, defend, save and hold harmless Signature, Clark County, Nevada and their respective officers, directors, employees, agents, servants, contractors, subcontractors, vendors, customers and invitees from and against any and all claims, liabilities, suits, actions, judgments, fines, penalties, losses, costs, damages, expenses (including reasonable attorneys' fees), liens, charges and encumbrances of any kind whatsoever in connection with, arising out of or by reason of the use of the Hangar by Licensee, its directors, officers, employees, agents, contractors, subcontractors, vendors, guests or invitees; or in connection with, arising out of or by reason of any act, omission or negligence of Licensee, its directors, officers, employees, agents, contractors, subcontractors, vendors, guests or invitees while in, upon, about or in any way connected with the Ramp Access Area and/or the Leased Premises, or arising from any accident, injury or damage howsoever and by whomsoever caused, to any person or property whatsoever occurring in, upon, about or in any way connected with the Ramp Access Area or the Leased Premises.

10. Disclaimer of Liability. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL SIGNATURE BE LIABLE TO LICENSEE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF USE, DIMINUTION OF VALUE, ANTICIPATED PROFITS, OR THE COST ASSOCIATED WITH SUBSTITUTE OR REPLACEMENT AIRCRAFT.

11. Force Majeure. Neither Signature nor Licensee shall be liable for their failure to perform under this Agreement (or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom) caused by any act of God, act of nature, act of terrorism, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either party's control.

12. Alterations. Licensee covenants and agrees not to install any fixtures or make any alterations, additions or improvements to any portion of the Ramp Access Area, inclusive of signage, without the prior written approval of Signature, which approval may be withheld at the sole discretion of Signature.

13. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Nevada.

14. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.

15. Relationship of Parties: Independent Contractor. The relationship between Signature and Licensee shall be that of Licensor and Licensee. Signature and Licensee shall act at all times as independent contractors and nothing contained herein shall be construed to create the relationship of principal and agent nor employer and employee. Additionally, neither party shall be considered the partner, joint venturer, agent, fiduciary, bailee or trustee of the other, and neither party shall be responsible for the acts or omissions of the other.

16. Remedies Cumulative; Waiver. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available at law or in equity. The waiver by either party of any covenant or condition of this Agreement shall not preclude such party from demanding performance thereafter in accordance with the terms hereof.

17. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by a nationally-recognized overnight delivery service (e.g. FedEx) to the address set forth at the beginning of this Agreement.

18. Basis of Bargain. Licensee acknowledges that it is familiar with the operation of aircraft and aircraft hangars, aircraft ramp areas and taxiways, and has inspected the Ramp Access Area and surrounding aircraft parking/ramp areas and taxiways. Licensee further acknowledges that it is aware that aircraft will be operated and stored in and on the Leased Premises and that there are certain dangers inherent in the storage of aircraft and operation of such facilities. Licensee acknowledges that it has considered these dangers along with the benefits which flow to Licensee as a result of this Agreement and that such considerations constitute part of the basis for the bargain reached herein between Signature and Licensee. Specifically, Licensee understands that its obligations to Signature

with regard to the specified insurance coverages, Licensee's Indemnification and limitation of liability as to Signature constitute a material consideration for Signature to agree to enter into this Agreement.

19. Assignment. Licensee shall not have the right to assign this Agreement or its rights hereunder to any other person or party without the prior written consent of Signature, which consent may be withheld in Signature's sole and absolute discretion.

20. Time is of the Essence. Time is of the essence in the performance by the parties of their respective obligations hereunder...


[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signature Flight Support LLC

Herbst & Collins, LLC

By: 

By: 

Title: Chief Commercial Officer

Title: Manager

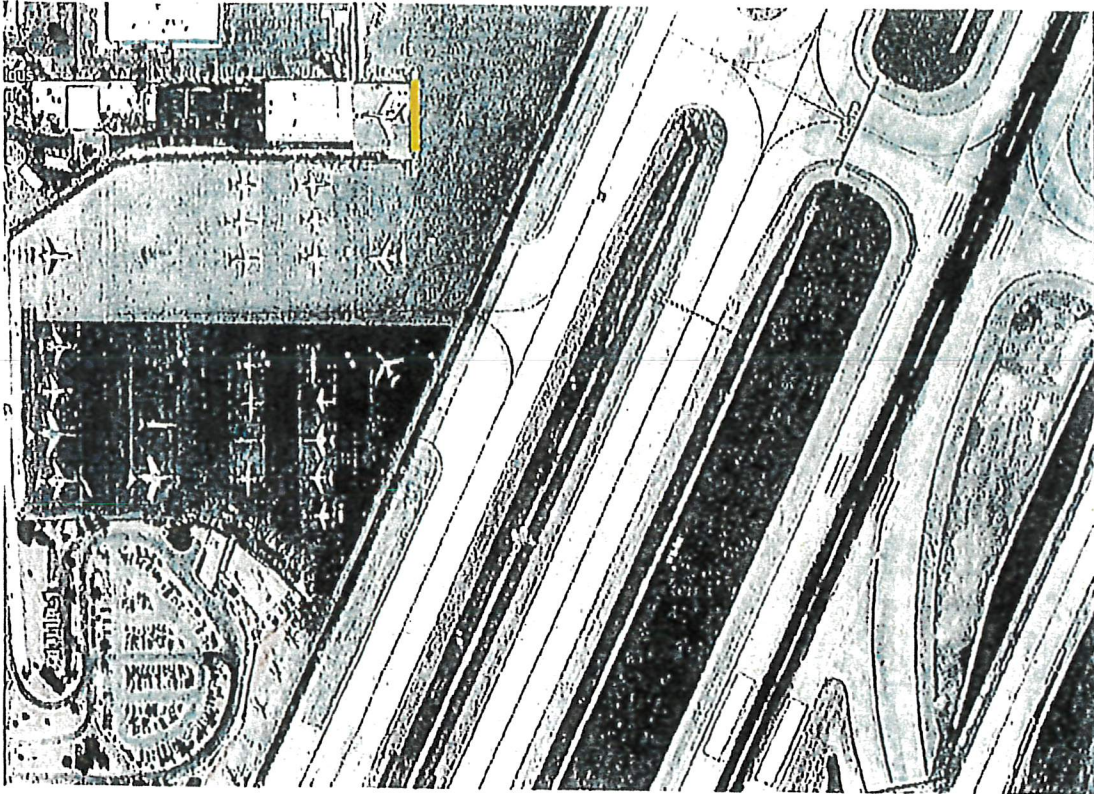
Date: 1/31/2024

Date: 1-25-24



RAMP ACCESS LICENSE AGREEMENT (LAS)

Appendix A



**SIGNATURE:**  
SIGNATURE FLIGHT SUPPORT LLC  
a Delaware limited liability company

By: Melissa Fleming  
Name: Melissa Fleming  
Title: General Manager  
Date: 06/11/2024

**LICENSEE:**  
HERBST & COLLINS, LLC  
a Nevada limited liability company

By: Tim Herbst  
Name: Tim Herbst  
Title: MANAGER  
Date: 4-17-24

Signature: Timothy Herbst  
Timothy Herbst (Sep 4, 2024 17:47 PDT)

Email: jcampbell@terribles.com

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<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
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b> <u>Zero (0)</u>						
<b>Corporate/Business Entity Name:</b> <u>Herbst and Collins, LLC</u>						
<b>(Include d.b.a., If applicable)</b>						
<b>Street Address:</b> <u>5195 S. Las Vegas Blvd.</u>			<b>Website:</b>			
<b>City, State and Zip Code:</b> <u>Las Vegas, NV 89119</u>			<b>POC Name:</b> <u>Timothy Herbst</u>			
<b>Telephone No:</b> <u>(702) 798-6400</u>			<b>Email:</b> <u>TPHerbst@tertbls.com</u>			
<b>Nevada Local Street Address:</b>			<b>Fax No:</b> <u>N/A</u>			
<b>(If different from above)</b>			<b>Website:</b>			
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name:</b>			
			<b>Email:</b>			

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).

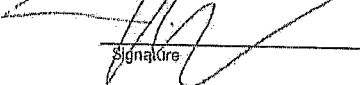
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>Timothy P. Herbst</u>	<u>Manager</u>	<u>33.33%</u>
<u>Troy D. Herbst</u>	<u>Manager</u>	<u>33.33%</u>
<u>Edward J. Herbst</u>	<u>Manager</u>	<u>33.33%</u>

*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.

<u></u> Signature <u>Manager</u> Title	<u>Tim Herbst</u> Print Name <u>9-6-21</u> Date
---	--



## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

---

*For County Use Only:*

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

- Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature.

\_\_\_\_\_  
Print Name  
Authorized Department Representative