CLARK COUNTY
DEPARTMENT OF AVIATION
LEASE AGREEMENT
NORTH LAS VEGAS AIRPORT

THIS LEASE AGREEMENT, hereinafter referred to as "Agreement," is entered into this _______ day of ____________________, 20__, between COUNTY OF CLARK, a political subdivision of the State of Nevada, through its Department of Aviation, hereinafter referred to as "Aviation," and **SAVAGE AVIATION, LLC**, a Limited Liability Company authorized to do business in the State of Nevada, hereinafter referred to as "Company." Aviation and Company are each a "Party" to this Agreement, and together they are the "Parties."

WITNESSETH

WHEREAS, Aviation is responsible for the management and control of the Clark County Airport System, as defined under Clark County Code, Title 20, which includes North Las Vegas Airport, hereinafter "Airport," and has the right to lease portions of the Airport and to grant operational privileges subject to the terms and conditions set forth;

WHEREAS, under this Agreement, Company will lease an entire Premises consisting of office and hangar space and a vehicle parking area;

WHEREAS, Company and its affiliates are engaged in the business of operating, maintaining, and subleasing office and/or hangar space for aircraft storage, maintenance/repair and inspection, charter operations, air tours, flight training, commercial skydiving, and aerial photography;

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

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties hereto agree to the recitals set forth above and to the following terms and conditions:

ARTICLE I

1.1 DEFINITIONS

1.1.1 The term "Airport" shall mean North Las Vegas Airport and all property and Improvements contained within its general environs at the Effective Date of this Agreement.

1.1.2 The term "Affiliated Entities" shall mean any organization under the same common ownership and/or control as **SAVAGE AVIATION, LLC** or organizations or entities whose aircraft are owned and/or operated by Company. Affiliated Entities must be approved by Aviation to operate under this Agreement and shall have the same duties and obligations under this Agreement as the Company's Agents. Approval of any

Affiliated Entity does not create a landlord-tenant relationship between Aviation and such entity.

1.1.3 The term "Approval Date" shall mean the date the Agreement is approved by official action of the Board of County Commissioners.

1.1.4 The term "Aviation" or "Department of Aviation" or "DOA" shall mean the department of Clark County responsible for the management and oversight of the County's Airport System, as defined in Clark County Code, Title 20 Ordinance. The use of the term DOA or Aviation shall be interchangeable within this Agreement.

1.1.5 The term "Company" shall mean **SAVAGE AVIATION, LLC,** a Limited Liability Company authorized to do business in the State of Nevada.

1.1.6 The term "Company's Agents" shall mean Company's authorized representatives, including, but limited to, employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, independent contractors, and/or subtenants acting for, on behalf of, or with Company's authorization.

1.1.7 The term "County" shall mean County of Clark, a political subdivision of the State of 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 "Director" shall mean the Clark County Director of Aviation or their designee. The Director may take any such actions under this Agreement as designated, empowered, or otherwise authorized by the Board of County Commissioners though Clark County Code, Title 20 and shall include such persons as may be authorized to act for the Director with respect to any or all matters relating to this Agreement.

1.1.9 The term "Effective Date" shall mean the date that the Agreement becomes effective and the date on which 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.

1.1.10 The term "Emergency" shall mean any situation, health or safety concern, incident, or action that is determined, at the Director's sole discretion, may cause or has caused structural hazards or other similar catastrophic damage to the Premises or surrounding areas. Aviation may take immediate possession or suspend operations during an Emergency without liability

1.1.11 The term "Environmental Laws" shall mean 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 laws and regulations listed below, as may be amended from time to time, now in effect or hereafter enacted that concern the regulation or protection of the environment, including ambient air procedures and records detailing chlorofluorocarbons (CFC), ambient air, ground water, surface water and land use, including sub-strata land.

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

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

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

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

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

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

G. SANITATION
(Nevada Revised Statutes, Chapter 444)

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

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

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

1.1.12 The term "Hazardous Material" shall mean the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined in the applicable laws and regulations, including, but not limited to, the regulations listed below, as may be amended from time to time:

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

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

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

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

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

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

and, all present or future regulations promulgated thereto; and 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.

1.1.13 The term "Improvements" shall mean the construction or installation of all real property and personal property improvements commonly considered to be Improvements, including, but not limited to, grading, fencing, paving, lighting (interior, decorative, exterior, ramp/parking), roadways, parking lots, drainage, structures, utilities (up to and within the Premises), HVAC systems, roofing, necessary finishes, stucco, paint, electrical, telephone, communication conduit and cabling, accessories, piping, ductwork, equipment, and fixtures, as well as 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 contractor or sublessee, Company shall remain responsible to ensure all Improvements are completed in accordance with this Agreement and the Harry Reid International Airport Tenant Improvement Manual.

1.1.14 The term "Release" shall mean 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.

1.1.15 The term "Required Federal Language" or "[RFL]" shall mean the federal language that Aviation is required to include in all Lease Agreements under the Federal Aviation Administration (FAA) Grant Assurances.

1.2 TERM

1.2.1 The Effective Date of this Agreement will commence on **June 1, 2026**, and continue for a period of **Ten (10) Years** through **May 31, 2036**, unless otherwise terminated as provided in Sections 2.15 or 2.16 of this Agreement.

1.2.2 As soon as practicable following the Approval Date, Aviation and Company agree to execute and record a Memorandum of Lease evidencing the existence of this Agreement, the ownership of the Improvements by Company, the rights of Company in Premises and setting forth the Effective Date and expiration date of this Agreement.

1.3 PREMISES

1.3.1 On the Effective Date, Company will take immediate possession, use and occupancy of certain real property detailed below and in Exhibit "B" attached hereto (hereinafter, the "Premises") under the terms of this Agreement as follows:

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-120
Exclusive Use Space: **239.07** square feet
Exhibit B: Engineering Drawing No. L24-0314, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-130
Exclusive Use Space: **155.68** square feet
Exhibit B: Engineering Drawing No. L24-0316, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-140
Exclusive Use Space: **103.11** square feet
Exhibit B: Engineering Drawing No. L24-0319, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Corridor
Space ID: 2642AIRPT-L1-150
Exclusive Use Space: **358.59** square feet
Exhibit B: Engineering Drawing No. L24-0321, Sheet 1 of 1, Dated 7/24/2024

2642 Airport Drive, NLV Airport, Level 1, Storage
Space ID: 2642AIRPT-L1-155
Exclusive Use Space: **26.48** square feet
Exhibit B: Engineering Drawing No. L24-0323, Sheet 1 of 1, Dated 7/24/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-165
Exclusive Use Space: **884.19** square feet
Exhibit B: Engineering Drawing No. L24-0325, Sheet 1 of 1, Dated 7/24/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-180
Exclusive Use Space: **122.99** square feet
Exhibit B: Engineering Drawing No. L24-0329, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-100
Exclusive Use Space: **1,377.86** square feet
Exhibit B: Engineering Drawing No. L24-0331, Sheet 1 of 1, Dated 7/2/2024

2642 Airport Drive, NLV Airport, Level 1, Public Men's Restroom
Space ID: 2642AIRPT-L1-145
Exclusive Use Space: **146.54** square feet
Exhibit B: Engineering Drawing No. L24-0333, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Hangar Space
Space ID: 2642AIRPT-L1-200
Exclusive Use Space: **8,693.32** square feet
Exhibit B: Engineering Drawing No. L24-0335, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-202
Exclusive Use Space: **113.64** square feet
Exhibit B: Engineering Drawing No. L26-0024, Sheet 1 of 1, Dated 1/28/2026

2642 Airport Drive, NLV Airport, Level 1, Stairs
Space ID: 2642AIRPT-L1-ST\1
Exclusive Use Space: **74.32** square feet
Exhibit B: Engineering Drawing No. L26-0026, Sheet 1 of 1, Dated 1/28/2026

2642 Airport Drive, NLV Airport, Level 1, Stairs
Space ID: 2642AIRPT-L1-ST\2
Exclusive Use Space: **121.53** square feet
Exhibit B: Engineering Drawing No. L26-0029, Sheet 1 of 1, Dated 1/28/2026

2642 Airport Drive, NLV Airport, Level 2, Storage
Space ID: 2642AIRPT-L2-100
Exclusive Use Space: **3,763.22** square feet
Exhibit B: Engineering Drawing No. L24-0340, Sheet 1 of 1, Dated 7/24/2024

2642 Airport Drive, NLV Airport, Level 1, Parking Space
Space ID: 2642AIRPT-L1-PK01, PK02, PK03, PK04
Exclusive Use Space: **3,394.42** square feet
Exhibit B: Engineering Drawing No. L24-0342, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 2, Stairs
Space ID: 2642AIRPT-L2-ST\2
Exclusive Use Space: **119.17** square feet
Exhibit B: Engineering Drawing No. L24-0345, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Public Unisex Restroom
Space ID: 2642AIRPT-L1-215
Exclusive Use Space: **118.99** square feet
Exhibit B: Engineering Drawing No. L24-0347, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Vestibule
Space ID: 2642AIRPT-L1-105
Exclusive Use Space: **68.64** square feet
Exhibit B: Engineering Drawing No. L24-0353, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Public Women's Restroom
Space ID: 2642AIRPT-L1-135
Exclusive Use Space: **168.47** square feet
Exhibit B: Engineering Drawing No. L24-0356, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 2, Stairs
Space ID: 2642AIRPT-L2-ST\1
Exclusive Use Space: **120.33** square feet
Exhibit B: Engineering Drawing No. L24-0363, Sheet 1 of 1, Dated 7/2/2024

1.3.2 **Inspection of Premises**: Company acknowledges that it has inspected the Premises and is fully cognizant of the present conditions, including compliance with building codes, fire codes, accessibility requirements, and utility adequacy, all of which are Company's sole responsibility. Company also acknowledges and accepts the Premises in "AS IS," "WHERE IS," and in "WITH ALL FAULTS" condition, including, but not limited to, grades, building, and drainage with no further responsibility by Aviation for any present or further Improvements or other maintenance.

1.3.3 Aviation does hereby demise and let unto Company and Company does hereby take from Aviation the Premises under the terms and conditions of this Agreement.

1.3.4 Ownership of the facilities and the Improvements shall remain with the Company and shall be fully amortized by Company throughout the Term of this Agreement. Upon termination of this Agreement prior to the full Term for any reason, all Improvements constructed or installed by Company on the Premises, except trade fixtures shall vest in Aviation. Aviation shall have the right to require the removal of all trade fixtures, and Company shall have thirty (30) days to remove such trade fixtures.

1.3.5 Any future modifications to the Premises will be accomplished through a "Space Use Letter," executed by the Director of Aviation and any specific terms and conditions will be defined in each Space Use Letter. It is hereby understood and agreed that any new space assignments will be under the general terms and conditions as may be needed to meet the operational needs of the Airport, as determined by the Director of Aviation or designee. Company's continued occupation or use of any portion of the Premises shall be deemed as Company's consent to all terms and conditions of the Space Use Letter. If the Company has any objections, the Company must immediately notify Aviation by no later than five (5) business days upon the receipt of the Space Use Letter.

1.4 USE OF PREMISES

Company will have use of the Premises and access to applicable airfield runways and taxiways of Airport, subject to all rules and regulations governing their use for the purposes outlined below and for no other purposes except as may be approved, in advance and in writing, by the Director.

1.4.1 Company shall have use of the Premises for operating, maintaining, and subleasing office and hangar space for aircraft storage, **Aircraft Maintenance/Repair and Inspection, Charter Operations, Air Tours, Commercial Skydiving, Flight Training or Aerial Photography**, as defined or set forth hereinafter and for no other purposes unless approved in writing by the Director. Aviation reserves the right to limit or condition any use based on safety, capacity, or community impacts.

A. Aircraft Maintenance/Repair and Inspection shall be defined as maintenance on aircraft components which require an applicable Federal Aviation Administration (FAA) Airframe and Power Plant (A&P) License and in compliance with the Airside Operating Directive. These services are deemed to be approved by Aviation if performed within the premises by virtue of Aircraft Maintenance/Repair and Inspection being an approved use of the premises in this Agreement.

B. Air Tours shall be defined as a flight conducted for compensation or hire in an airplane or helicopter where the purpose of the flight is sightseeing.

C. Flight Training shall be defined as providing flight training in accordance with FAA Part 61 or Part 141.

D. Aerial Photography shall be defined as the capturing of photographs from an aircraft.

1.4.2 Aviation's granting of the permitted uses herein, or any subsequent approval of any additional commercial aviation activities shall in no way be construed as Aviation granting Company any rights as a fixed base operator.

1.4.3 Company may sublease the Premises only to aviation-related entities and only with the prior written approval of the Director. All subleases shall be expressly subordinate to this Agreement, shall include the Required Federal Language, and shall not contain any rent concessions, abatements, offsets, or similar provisions arising from or related to any action, omission, or determination of Aviation.

1.4.4 Company shall provide a list of aircraft owned or operated by Company, any Affiliated Entity or any sublessee approved by Aviation that will be based at the Premises. The list shall include the "N" number and Company affiliation of each aircraft. Within thirty (30) days of arrival, Company will notify Aviation of any new aircraft that will be stored at the facility.

1.4.5 Company and sublessee shall have a reasonable use of the aircraft wash rack at the Airport for aircraft owned or operated by Company or any sublessee.

1.4.6 Neither Company, nor its agents, will conduct, transact or otherwise carry on any business or services that are not specifically authorized in accordance with this Section.

1.4.7 Should a conflict arise between the Company and any other tenants at the Airport, the Director shall resolve the conflict. Company agrees to abide by the Director's decision.

1.4.9 Any violation of this Section by Company may be cause for termination of this Agreement after all notices and a right to cure as provided in Section 2.15.3 of this Agreement. Upon the occurrence of such event, Company will not hold Aviation liable for any costs which may be incurred or any claim associated with the termination by Aviation.

1.5 RENTS, FEES, AND CHARGES

1.5.1 Company agrees to pay to Aviation the following rental, fees and charges:

A. **Rental Fees: Commencing on June 1, 2026**:

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-120
Exclusive Use Space: **239.07** square feet
239.07 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
One Thousand Two Hundred Ninety and 98/100 ($1,290.98) Dollars annually;
One Hundred Seven and 58/100 ($107.58) Dollars monthly
Exhibit B: Engineering Drawing No. L24-0314, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-130
Exclusive Use Space: **155.68** square feet
155.68 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
Eight Hundred Forty and 67/100 ($840.67) Dollars annually;
Seventy and 06/100 ($70.06) Dollars monthly
Exhibit B: Engineering Drawing No. L24-0316, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-140
Exclusive Use Space: **103.11** square feet
103.11 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
Five Hundred Fifty-Six and 79/100 ($556.79) Dollars annually;
Forty-Six and 40/100 ($46.40) Dollars monthly

Exhibit B: Engineering Drawing No. L24-0319, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Corridor
Space ID: 2642AIRPT-L1-150
Exclusive Use Space: **358.59** square feet
358.59 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
One Thousand Nine Hundred Thirty-Six and 39/100 ($1,936.39) Dollars annually;
One Hundred Sixty-One and 37/100 ($161.37) Dollars monthly
Exhibit B: Engineering Drawing No. L24-0321, Sheet 1 of 1, Dated 7/24/2024

2642 Airport Drive, NLV Airport, Level 1, Storage
Space ID: 2642AIRPT-L1-155
Exclusive Use Space: **26.48** square feet
26.48 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
One Hundred Forty-Two and 99/100 ($142.99) Dollars annually;
Eleven and 92/100 ($11.92) Dollars monthly
Exhibit B: Engineering Drawing No. L24-0323, Sheet 1 of 1, Dated 7/24/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-165
Exclusive Use Space: **884.19** square feet
884.19 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
Four Thousand Seven Hundred Seventy-Four and 63/100 ($4,774.63) Dollars annually;
Three Hundred Ninety-Seven and 89/100 ($397.89) Dollars monthly
Exhibit B: Engineering Drawing No. L24-0325, Sheet 1 of 1, Dated 7/24/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-180
Exclusive Use Space: **122.99** square feet
122.99 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
Six Hundred Sixty-Four and 15/100 ($664.15) Dollars annually;
Fifty-Five and 35/100 ($55.35) Dollars monthly
Exhibit B: Engineering Drawing No. L24-0329, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-100
Exclusive Use Space: **1,377.86** square feet
1,377.86 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
Seven Thousand Four Hundred Forty and 44/100 ($7,440.44) Dollars annually;
Six Hundred Twenty and 04/100 ($620.04) Dollars monthly
Exhibit B: Engineering Drawing No. L24-0331, Sheet 1 of 1, Dated 7/2/2024

2642 Airport Drive, NLV Airport, Level 1, Public Men's Restroom
Space ID: 2642AIRPT-L1-145
Exclusive Use Space: **146.54** square feet
146.54 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
Seven Hundred Ninety-One and 32/100 ($791.32) Dollars annually;
Sixty-Five and 94/100 ($65.94) Dollars monthly
Exhibit B: Engineering Drawing No. L24-0333, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Hangar Space
Space ID: 2642AIRPT-L1-200
Exclusive Use Space: **8,693.32** square feet
8,693.32 sq. ft. @ the current rate of $3.60 per square foot per annum (psfpa);
Thirty-One Thousand Two Hundred Ninety-Five and 95/100 ($31,295.95) Dollars annually;
Two Thousand Six Hundred Eight and 00/100 ($2,608.00) Dollars monthly
Exhibit B: Engineering Drawing No. L24-0335, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Office Space
Space ID: 2642AIRPT-L1-202
Exclusive Use Space: **113.64** square feet
113.64 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
Six Hundred Thirteen and 66/100 ($613.66) annually;
Fifty-One and 14/100 ($51.14) Dollars monthly
Exhibit B: Engineering Drawing No. L26-0024, Sheet 1 of 1, Dated 1/28/2026

2642 Airport Drive, NLV Airport, Level 1, Stairs
Space ID: 2642AIRPT-L1-ST\1
Exclusive Use Space: **74.32** square feet
74.32 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
Four Hundred One and 33/100 ($401.33) annually;
Thirty-Three and 44/100 ($33.44) Dollars monthly
Exhibit B: Engineering Drawing No. L26-0026, Sheet 1 of 1, Dated 1/28/2026

2642 Airport Drive, NLV Airport, Level 1, Stairs
Space ID: 2642AIRPT-L1-ST\2
Exclusive Use Space: **121.53** square feet
121.53 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
Six Hundred Fifty-Six and 27/100 ($656.27) annually;
Fifty-Four and 69/100 ($54.69) Dollars monthly
Exhibit B: Engineering Drawing No. L26-0029, Sheet 1 of 1, Dated 1/28/2026

2642 Airport Drive, NLV Airport, Level 2, Storage
Space ID: 2642AIRPT-L2-100
Exclusive Use Space: **3,763.22** square feet
3,763.22 sq. ft. @ the current rate of $3.60 per square foot per annum (psfpa);

Thirteen Thousand Five Hundred Forty-Seven and 59/100 ($13,547.59) Dollars annually;

One Thousand One Hundred Twenty-Eight and 97/100 ($1,128.97) Dollars monthly

Exhibit B: Engineering Drawing No. L24-0340, Sheet 1 of 1, Dated 7/24/2024

2642 Airport Drive, NLV Airport, Level 1, Parking Space
Space ID: 2642AIRPT-L1-PK01, PK02, PK03, PK04

Exclusive Use Space: **3,394.42** square feet

3,394.42 sq. ft. @ the current rate of $0.25 per square foot per annum (psfpa);

Eight Hundred Forty-Eight and 61/100 ($848.61) annually;

Seventy and 72/100 ($70.72) Dollars monthly

Exhibit B: Engineering Drawing No. L24-0342, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 2, Stairs
Space ID: 2642AIRPT-L2-ST\2

Exclusive Use Space: **119.17** square feet

119.17 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);

Six Hundred Forty-Three and 52/100 ($643.52) annually;

Fifty-Three and 63/100 ($53.63) Dollars monthly

Exhibit B: Engineering Drawing No. L24-0345, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Public Unisex Restroom
Space ID: 2642AIRPT-L1-215

Exclusive Use Space: 118.99 square feet

118.99 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);

Six Hundred Forty-Two and 55/100 ($642.55) Dollars annually;

Fifty-Three and 55/100 ($53.55) Dollars monthly

Exhibit B: Engineering Drawing No. L24-0347, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Vestibule
Space ID: 2642AIRPT-L1-105

Exclusive Use Space: **68.64** square feet

68.64 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);

Three Hundred Seventy and 66/100 ($370.66) Dollars annually;

Thirty and 89/100 ($30.89) Dollars monthly

Exhibit B: Engineering Drawing No. L24-0353, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 1, Public Women's Restroom
Space ID: 2642AIRPT-L1-135

Exclusive Use Space: **168.47** square feet

168.47 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);

Nine Hundred Nine and 74/100 ($909.74) Dollars annually;

Seventy-Five and 81/100 ($75.81) Dollars monthly

Exhibit B: Engineering Drawing No. L24-0356, Sheet 1 of 1, Dated 4/16/2024

2642 Airport Drive, NLV Airport, Level 2, Stairs
Space ID: 2642AIRPT-L2-ST\1
Exclusive Use Space: **120.33** square feet
120.33 sq. ft. @ the current rate of $5.40 per square foot per annum (psfpa);
Six Hundred Forty-Nine and 78/100 ($649.78) annually;
Fifty-Four and 15/100 ($54.15) Dollars monthly
Exhibit B: Engineering Drawing No. L24-0363, Sheet 1 of 1, Dated 7/2/2024

1.5.2 **On the fifteenth (15th) day of each month**, and continuing throughout the term of this Agreement, Company agrees to pay to Aviation, monthly in arrears, the following Gross Revenues fees, which shall be accompanied by a monthly report as required under Section 1.6 of this Agreement. The Gross Revenue report shall list each activity separately for the Company and for any approved sublessees and will include a calculation of the percentage due to Aviation for such activity.

A. **Percentage of Gross Revenues - Flight Training, Charter Operations, Commercial Skydiving, and Aerial Photography:** Company agrees that it will pay to Aviation an amount equal to **Two Percent (2%)** of the Gross Revenues for all of these activities, as authorized in Section 1.4 of this Agreement.

B. **Percentage of Gross Revenues - Parts or Labor on Aircraft Maintenance and Repair:** Company agrees that it will pay to Aviation an amount equal to **One Percent (1%)** of the Gross Revenues for parts, if the sale of parts to third party customers is the primary source of business OR an amount equal to **Two Percent (2%)** of the Gross Revenues for labor if the primary source of business is maintenance of third party equipment, whichever amount is greater.

C. **Percentage of Gross Revenues - Hangar Rentals:** In addition to any other rent due under this Agreement, Company shall pay Aviation a sublease fee equal to five percent (5%) of all Gross Revenues received by Company from any sublease of hangar or other space within the Premises. The sublease fee shall be due and payable regardless of whether the subleased space is occupied and shall not reduce or offset Company's obligation to pay the fixed rent, percentage rent, or any other rent, fees, or charges due under this Agreement.

D. Gross Revenues shall mean the aggregate amount of the revenue received by Company through its operations at the Airport whether or not such sales are paid to Company by cash or credit. Company will have the right to conduct part of its operation on a credit basis, provided, however, the attendant risk of such operation shall be borne solely by Company. Company, for the purpose of this Agreement, will report all income, **both cash and credit, whether collected or uncollected,** and without deduction for credit card or other discounts in its monthly Gross Revenues statements on the calculation of the percentages due to Aviation. The term Gross Revenues shall not include any sales tax or excise tax stated separately and collected from the customer for remittance to the taxing authority, or any other charges on a reimbursable basis as mutually agreed by the Director and Permittee. There will be no further exclusions for the calculations of Gross Revenues. Aviation is not a taxing authority; therefore, Gross Revenues due to Aviation under this Section are not taxes.

1.5.3 **Aircraft Wash Rack**: Company shall pay on a per-use basis for the use of the Airport's aircraft wash rack for owned aircraft or aircraft operated by the Company at the rates currently in effect at the time of use.

1.5.4 **Redetermination of Rents, Fees, and Charges**: Aviation reserves the right to redetermine all rentals, fees, and charges at least every three (3) years from the Effective Date of this Agreement, unless otherwise modified by Clark County Code, Title 20. Further, Aviation reserves the right to redetermine all rentals, fees, and charges 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 Director. Due to the fact that similarly situated tenants have different anniversary or other rental adjustment dates, Aviation does not warrant that the rents and fees will be exactly the same at all times for all similarly situated tenants. If Company does not agree with such redetermined rents and fees, it has the right to cancel this Agreement as provided for in Section 2.16.2(C) with ninety (90) days prior written notice, to Aviation.

1.5.5 **Proration of Rent**: In the event such possession, use, and occupancy of the Premises or any portion should commence or terminate on a date other than the first day of a calendar month, rent for the Premises during any such partial month will be prorated to reflect the actual number of days during which the Company enjoyed the possession, use and occupancy of said Premises.

1.5.6 **Other Payments:** Company agrees to pay Aviation within thirty (30) days of receipt of invoice for charges that become due to Aviation under this Section or as provided elsewhere in this Agreement, or as outlined in Clark County Code, Title 20.

1.5.7 **Late Fees:** Company will be subject to late fees of twelve percent (12%) per annum or as updated in Clark County Code, Title 20. Aviation will not be prevented from terminating this Agreement pursuant to the provisions for default of payments of rents, fees or charges or from enforcing any other provisions contained herein or implied by law.

1.5.8 **Letter of Credit Requirement:** Company agrees to provide to Aviation, an irrevocable Letter of Credit or other instrument acceptable to Aviation in the amount of **Twenty Thousand and 00/100 ($20,000.00) Dollars,** which is equal to the highest three (3) months of total estimated rentals, fees, and charges as outlined above, as determined at the Director's sole discretion. Aviation retains the right to redetermine the amount of the Letter of Credit or other instrument from time to time. 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 or other instrument as may be necessary or to exercise any other legal remedies to which it may be entitled.

1.6 METHOD OF PAYMENT AND REPORTS

Company will make all payments by check made payable to the Clark County Department of Aviation, or other form of payment acceptable to Aviation, and deliver or mail payments to the Clark County Department of Aviation, North Las Vegas Airport, 2730 Airport Drive, North Las Vegas, NV 89032 or to such other place as Aviation may direct Company in writing on or before the due dates as outlined in Section 1.5 of this Agreement.

On or before the fifteenth (15th) of each month, Company will submit an activity report to Aviation for its activities and its sublessee's activities at the Airport for the preceding month's activities on forms acceptable to Aviation. Such statements will be certified by an officer of Company as being correct and true. The statements will include a calculation of the percentage of Gross Revenues, separated by activity, and the amount due to Aviation.

Within ninety (90) days after the annual contract date during the term of this Agreement and within ninety (90) days after the expiration of the Term of this Agreement, Company will provide Aviation with a detailed statement of Gross Revenues for the previous year's business operations prepared in accordance with Generally Accepted Accounting Principles. Such statements are to be prepared by an independent Certified Public Accountant or Company's Chief Financial Officer, at the sole discretion of the Director, and will include the written opinion of the Certified Public Accountant or Company's Chief Financial Officer as to whether these Gross Revenues and monthly payments have been made in accordance with the provisions of this Agreement. Should such statements show that the amount paid during the period of review was less than that which was due, Company will immediately remit the additional amount to Aviation. Should such statement show that Company paid Aviation more than was due, after review and verification by the Director, a credit memo will be issued to be applied against future additional rental fees, except that if such should be the case at the end of the last month of this Agreement, Aviation will refund the overpayment to Company.

1.7 RECORDS AND AUDIT

1.7.1 Company shall maintain accurate and complete financial books, records, accounts, and data of all Company's activities pursuant to this Agreement and shall keep them available at any time at its principle place of business within Clark County, Nevada or another location as approved in writing by the Director, Monday through Friday, 9:00 a.m. to 5:00 p.m. for the inspection by the Director or such agents, employees, accountants, or auditors as the Director may designate.

In the event that such books, records, accounts, and data are not maintained at Company's principal place of business within Clark County, Nevada, as stated herein, Company shall be responsible for the transportation and delivery, including any associated costs, of any records requested for inspection to and from a location designated by the Director.

If Company fails to produce such records in Clark County, Nevada, Aviation may at Company's expense send its agents, employees, accountants, or auditors to conduct such inspection. Company shall reimburse Aviation for all travel expenses incurred by Aviation to perform the inspection of such records as may be required under this Agreement.

Such books, records, accounts, and data shall be maintained in such a way that it is readily auditable, be consistent with Generally Acceptable Accounting Principles, and conform to all applicable laws. Such financial records and reports will be kept for a period of five (5) years from the end of Company's fiscal year (or longer if required by law) or until the final disposition of any claims or litigation arising out of the performance of this Agreement, whichever is longer.

1.7.2 Aviation reserves the right to require Company to implement and maintain an effective internal control system which assures the proper recording and reporting of Gross Revenues and the associated rentals, fees, and charges. Company may be required, at Aviation's discretion, to show documentation of its internal control system to Director for approval prior to commencing operations or in conjunction with any audit, examination, or review as described in Section 1.7 of this Agreement.

1.7.3 The Director will at any time have the right to cause an audit, examination, or review of Company's business records and activities pursuant to this Agreement to be made by Director or such agents, employees, accountants, or auditors as the Director may designate.

Company shall retrieve and provide all books, records, accounts, and data relating to Company's performance of its obligations under this Agreement within five business (5) days of any requests made in writing by the Director or such agents, employees, accountants, or auditors as the Director may designate.

Company shall provide responses to any inquiries and/or findings within ten (10) business days of such requests throughout the course of such audits, examinations, or reviews.

If Company fails to respond and/or provide the requested information within the required time frame, it shall be considered in default of this Agreement. Aviation may, as a cumulative remedy, cancel this Agreement under the terms Section 2.15 of this Agreement.

Company agrees to reasonably cooperate with Aviation in conjunction with such audit, examination, or review without charge to Aviation.

If, as a result of such audit, examination, or review, it is determined that Company's Gross Revenues previously reported to Aviation by Company are found to be understated in any respect, all associated fees and accrued interest will become due immediately and Company will remit any additional payments to Aviation.

Additionally, if Company's Gross Revenues previously reported to Aviation by Company are found to be intentionally understated in any respect, or to be understated (either intentionally or unintentionally) by a greater margin than one (1%) percent of Company's Gross Revenues for the period under review, Company will immediately pay to Aviation the costs associated with such audit, examination, or review, otherwise the cost of such audit will be paid by Aviation.

If such audit, examination, or review discloses any willful or intentional inaccuracies, this Agreement, at the option of the Director and as a cumulative remedy, may be canceled or terminated.

1.8 UTILITIES

Company shall be responsible for bringing all utilities to the Premises and agrees to pay all recurring and nonrecurring costs for utilities (whether for installation, service, connections or maintenance) used by Company at or upon the Premises with no responsibility or expense incurred by Aviation, as required by Aviation. Such payment, by Company, will be made directly to the utility supplier. Company shall be responsible for installing separate utility meters for those utilities supplying the Premises. Aviation will not be responsible for providing or paying for any such utilities required by Company.

1.9 FACILITIES, MAINTENANCE, AND REPAIR – AVIATION

Aviation has no responsibility or obligation for any maintenance, repair, or replacement of any of the Premises or Improvements or for bringing any utilities to the Premises.

1.10 FACILITIES, MAINTENANCE, AND REPAIR - COMPANY

It is understood that Company will provide and maintain, at Company's sole expense, the following:

1.10.1 Company shall perform ordinary preventative maintenance, ordinary upkeep, and repair of all facilities, personal property, and equipment, including, but not limited to, fixtures, doors, windows, roofing, finishes, stucco, paint, floor coverings, appliances, fixtures all and all interior and/or exterior HVAC, electrical, and plumbing work within its Premises.

1.10.2 Company shall maintain and repair the paint and graphics on the exterior of the facilities to be free from any visible defects, including but not limited to, fading, chipping, cracking, and peeling.

1.10.3 Company is responsible for all janitorial service and requirements, including, but not limited to, routine Premises clean-up and garbage disposal within the Premises or other areas throughout the Term of this Agreement. Company will provide and use suitable, covered, sturdily-constructed receptacles which are screened from public view for all garbage, trash, and other refuse created on or arising in connection with the activities conducted in the Premises. Company will be responsible for the proper removal and disposal of all garbage, debris, contaminants, and any other waste material (whether solid or liquid) from the Premises or out of its operation at other locations of the Airport. Such removal will conform to all governmental requirements and regulations.

1.10.4 Company will maintain ramp areas within its Premises in a neat, clean and orderly condition, and properly store all items on the ramp area in a manner that keeps such areas free from litter, debris, foreign object debris (FOD), refuse, petroleum products, or grease that may result from Company's activities.

1.10.5 Should Company fail to perform any of its maintenance and repair responsibilities, Aviation may, but is not obligated to, provide maintenance and make repairs which it determines to be necessary, charging the same to the expense of the Company upon thirty (30) days prior written notice of its intent to do so, except in the case of emergency for which no notice is necessary, plus twenty percent (20%) administrative fee.

1.10.6 Company will provide and maintain a local twenty-four (24) hour monitored telephone for emergency service requests that may be required. Any such calls will be responded to within fifteen (15) minutes, and a qualified individual shall be on-site within a thirty (30) minute period unless otherwise advised.

1.11 USE OF EQUIPMENT

1.11.1 It is acknowledged by Aviation that Company may use certain vehicles and equipment pursuant to this Agreement. The use and movement of these vehicles and equipment in, on, and about the Premises, ramp areas, and any other areas of the Airport are covered by the terms of this Agreement. When not in use, the vehicles and other equipment will be parked within the Premises or other area as specifically instructed by the Director.

1.11.2 All equipment will be operated and stored by Company and Company's Agents in a safe and orderly manner at all times and in accordance with responsible safety and traffic practices, with any General Aviation Airports Rules and Regulations, Operating Directives, and/or procedures established by Aviation or any other governmental agency.

1.11.3 All equipment to be used by Company at the Airport will be in safe running condition and will be kept in a neat and clean manner at all times. Upon objection from the Director to Company concerning the operation of such equipment or the unsafe and unclean condition of the equipment, Company will promptly remedy the cause of the objection. Company will immediately remove any equipment from the Airport that is not being actively used in Company's operations or that is not fully functional.

1.11.4 Company agrees that upon thirty (30) days advance written notice from the Director, Company will provide an inventory of all equipment valued over Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) used by Company at the Airport. Such inventory report shall include, but is not limited to, 1) where such equipment was obtained from, including all applicable serial and/or inventory numbers, 2) the dispensation of any equipment that was included on a previous report and that is no longer in service, 3) the date such equipment is placed in service and/or removed from service; and 4) any related inventory or serial numbers for such equipment.

1.12 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 Company's Agents and their conduct shall be in an orderly and proper manner so as not to annoy, disturb or be offensive to others. Company and Company's Agents shall, at all times while on duty, conduct themselves in a courteous manner toward the public and at all times act in accordance with the General Aviation Airports Rules and Regulations and Operating Directives. Upon objection from the Director to Company concerning the conduct, demeanor or appearance of such persons, Company will, within a reasonable time, remedy the cause of the objection. The Director will be the sole judge as to whether or not the conduct of the employees of the Company meets the requirements under this Agreement and, upon notice from the Director of any non-conformity; Company will take all steps necessary to eliminate the condition.

1.13 WIRELESS APPLICATIONS AND SIMILAR TECHNOLOGIES

Company acknowledges that Aviation has and continues to install wireless capabilities for operational uses, in accordance with applicable Federal Communications Commission (FCC) regulations, rulings, and/or guidelines. Company agrees that it shall not install, deploy, or otherwise engage in the use of any transmitting wireless device, applications, and/or technologies on any portion of the Airport or within the Airport System beyond its Premises 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 or charge for any space required for the installation of such equipment, as additional rents payable under this Agreement. Such wireless application shall only be for Company's operational use. Company shall not have any right to install any type of wireless device, application, or technology at the Airport for commercial or revenue generating purposes. Use by any others for the benefit of any other parties is specifically prohibited.

1.14 CONSTRUCTION STANDARDS

1.14.1 All Improvements or alterations to the Premises by Company will be at Company's sole cost and expense, and will be done in accordance with and subject to the Harry Reid International Airport Tenant Improvement Manual, General Aviation Airports Rules and Regulations, Operating Directives, and all other applicable governmental rules and regulations and building codes.

1.14.2 All Improvements or alterations to the Premises are subject to the prior written approval of the Director as to plans, specifications, and methods of construction or installation. Immediately upon completion of any initial or additional construction, Improvements, or alterations, Company will provide a complete set of as-built drawings to Aviation along with a certification of construction costs for all permanent Improvements, and a copy of the Certificate of Occupancy.

1.14.3 Conceptual plans for such modifications and/or improvements are to be submitted to the office of the Department of Aviation, Assistant Director of General Aviation, (702) 261-3800, for Aviation's coordination and approval. All design and construction specifications and documents must be reviewed and approved by the Aviation's Construction/Engineering Division prior to commencement of construction of Improvements. Further, design and construction specifications and documents must be reviewed by Aviation and the applicable Department of Building and Zoning having jurisdiction 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. Company acknowledges that review of any plans, specifications or other documents by Aviation, the Director, or the Department of Aviation's Construction/Engineering Division pursuant to the foregoing terms shall not constitute a representation that such documents comply with building codes or other governmental requirements.

1.15 NOTICES

All notices, requests, consents and approvals under this Agreement will be served or given by certified mail, registered mail, by nationally recognized couriers such as FedEx or UPS, or by email, except in cases of emergency, in which case it will be confirmed by email. All communication via email will be confirmed by a response email or automated confirmation method. Any changes to the contact information contained herein will be exchanged in writing.

1.15.1 Notices intended for Aviation sent 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

Notices intended for Aviation sent via nationally recognized couriers such as FedEx or UPS, will be addressed to:

Harry Reid International Airport
Attn: Business Office
2nd Floor – Central Services
5757 Wayne Newton Boulevard
Las Vegas, Nevada 89119

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

EMAIL: gasupport@lasairport.com

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

1.15.2 Notices intended for Company via certified or registered mail, or sent via nationally recognized courier such as FedEx or UPS, will be addressed to:

Mr. Nicholas Sacco
Manager
SAVAGE AVIATION, LLC
7 Golden Sunray Lane
Las Vegas, NV 89135
PHONE: 609-933-1743

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

EMAIL: Nic@SavageAviationLLC.com and Ruthann@SavageAviationLLC.com

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

[Remainder of page intentionally left blank]

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 Aviation. Any such assignment will be specifically subject to all provisions of this Agreement. Any assignment without Aviation'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 Aviation's reasonable judgment to be financially secure to perform the obligations of this Agreement. Further any such assignment will be specifically subject to all provisions of this Agreement. Any assignment without Aviation's consent is void and will not be recognized by Aviation or release Company from its obligations under this Agreement.

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

B. 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. When seeking consent to an assignment hereunder, Company will submit a copy of the document or instrument of assignment to Aviation.

C. Any transfers of partners of Company or shareholders of Company, or partners of partners of Company for estate purposes or a recapitalization of some or all of Company's equity will not be considered an assignment.

2.1.2 No Release of Company

A. Except as may be approved in writing by Aviation upon a full assignment, no 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.

B. The acceptance of rent by Aviation from any other person will not be deemed to be a waiver by Aviation of any provision.

C. Consent to one assignment will not be deemed as consent to any subsequent assignment.

D. Any assignment without Aviation's consent is void, and at the option of Aviation shall constitute a default hereunder.

2.1.3 Mergers and Consolidations

A. Notwithstanding the foregoing, Company will not be required to obtain Aviation's consent to an assignment to a Permitted Assignee of Company. For the purposes of this paragraph, the term "Permitted Assignee" shall mean any firm, person, corporation, partnership or other entity now or hereafter directly or indirectly in control of, controlled by, or under common control with Company or its principals; or into which or with which Company merges or consolidates; or which acquires all or substantially all of Company's stock, partnership interests or assets. Company agrees to provide Aviation notice of any assignment to a Permitted Assignee within thirty (30) days after completion of transaction.

B. Transfers of shares of stock between and among members, their spouses or children shall not be deemed an assignment. Company agrees to notify Aviation within thirty (30) days after changes in stock ownership affecting control of Company.

2.1.4 In no case may the activities, uses, privileges and obligations authorized herein or the Premises or any portion be assigned, for any period or periods after an uncured default of any of the terms, covenants, and conditions contained herein.

2.1.5 Aviation reserves the right to deny any assignment by Company for any reason it deems in the best interest of Aviation, which shall not be unreasonably withheld.

2.1.6 Unless otherwise provided in a separate written agreement between the Parties, upon any default under this Agreement by an assignee of Company or any successor of Company, Aviation may proceed directly against Company without the necessity of exhausting remedies against said assignee or designee.

2.2 SUBLEASING/SUBCONTRACTING

Company will not subcontract services or sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises without having first received consent 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 the Director. Agreements for services such as maintenance of buildings and landscaping are not covered by this Section.

2.2.2 Company shall incorporate language acceptable to Aviation into its 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.

A. All subleases must be for uses permitted under Section 1.4 of this Agreement, and will be subject to the provisions of this Agreement. Company hereby agrees that it shall incorporate language acceptable to the Director into all of its future sublease agreements and, any similar restrictions which Company may create in relation to the use of the Premises by Company's Agents. Company shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure subtenant'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 Aviation reserves the right to deny any sublease presented by Company for any reason it deems in the best interest of Aviation, which shall not be unreasonably withheld.

2.3 ATTORNMENT

Any Aviation-approved sublease by Company hereunder shall be subject and subordinate to this Agreement and to the matters to which this Agreement is or shall be subordinated, and each subtenant by entering into a sublease is deemed to have agreed that in the event of termination, re-entry or dispossession by Aviation under this Agreement, Aviation may, at its option, either terminate the sublease or take over all of the right, title, and interest of Company, as sub-landlord, under such sublease, and such subtenant shall, at Aviation's option, attorn to Aviation pursuant to the ten executor provisions of such sublease.

2.4 SIGNS AND/OR WORKS OF ART

2.4.1 Company will not erect, install, operate, nor cause or permit to be erected, installed, or operated upon Airport property, except as provided below, any signs or other similar advertising devices for its own business. Aviation reserves all rights to establish any advertising signs located on any Airport property.

2.4.2 Any identifying signs erected, installed, operated or attached to the Premises 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.

2.4.3 Company will not commission, install or display third party advertising without the prior 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.

2.4.4 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 of all rights under the Visual Artist's Rights Act of 1990, 17 U.S.C. (Sections 106A and 113).

2.5 ENTRY AND INSPECTION OF PREMISES

Aviation, 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, Aviation will specify the nature of the emergency and the need for immediate entry:

2.5.1 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.

2.5.2 For the purpose of inspecting the Premises and for fulfilling Aviation's obligations, provided however, that such entry will be at such times and in such manner as to not unreasonably interfere with the operations of Company. Aviation may, however, enter at any time for emergency repairs or maintenance without responsibility to Company for loss of business.

2.5.3 No such entry by or on behalf of Aviation upon these 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.

2.5.4 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.

2.6 LIENS

2.6.1 Company and Company's Agents 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, any Improvements, or equipment, or any other portion of the Airport. 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:

> "Contractor agrees on behalf of itself, its subcontractors, suppliers, and consultants and its respective 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 Aviation or 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 Aviation harmless from any liens filed upon County's property and Company's leasehold interest and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor's sole cost."

2.6.2 Should any lien be placed on the Premises, any Improvements, or equipment, 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 Company's 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 the Director.

2.6.3 Company agrees to indemnify, defend and hold Aviation harmless from any liens filed upon Aviation's property and shall promptly take all necessary legal action to ensure the removal of any such lien at Company's sole cost.

2.6.4 For any improvement upon the Premises, Company shall comply with the requirements of NRS §108.234, NRS §108.2403 and NRS §108.2407. Company shall prepare and deliver to Aviation, a Notice of Non Responsibility as required by NRS Chapter 108. Company shall post in a conspicuous location at the Premises a Notice of Non Responsibility for the benefit of Aviation. Company's contractors may not enter the Premises to begin construction of any Improvements, or preparation for the same, until Company has delivered evidence satisfactory to Aviation that Company has complied with the terms of this Section and NRS Chapter 108.

2.6.5 Failure by Company to comply with the terms of this Section shall permit Aviation to declare Company in default hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

2.7 GENERAL AVIATION AIRPORTS RULES AND REGULATIONS

2.7.1 Company hereby agrees to be bound in the operation of its service at the Airport by all General Aviation Airports 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 environmental laws, and will immediately, upon request, verify compliance to any such requirement. Company must adhere to the General Aviation Airports Rules and Regulations and Operating Directives, as may be amended from time to time. Company agrees to be subject to any fines and/or administrative assessment or penalties resulting from violations of any Rules and Regulations and Operating Directives. Company will keep current municipal, state, or federal licenses or permits required for the conduct of its business, if any.

2.7.2 Company shall be responsible for and shall pay to Aviation any penalties and/or administrative assessments, as established by the Operating Directives, and imposed by the Director for any violation of the General Aviation Airports Rules and Regulations, Operating Directives, and/or terms and conditions of this Agreement. Such payments shall be due within thirty (30) days after the receipt of such notice of violations.

2.7.3 Aviation, through the Director, will have the right to adopt, amend and enforce reasonable rules and regulations and operating directives 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.

2.8 AIRPORT SECURITY

2.8.1 In the event a security plan is adopted at the General Aviation Airports by Aviation, 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 Director in accordance with the General Aviation Airports Rules and Regulations, Operating Directives and any Airport Security Program.

2.8.2 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 agrees that it shall be responsible for any and all actions of Company's Agents and shall provide any and all necessary escorts as outline in the Airport's Security Program, as applicable.

2.8.3 Should Company or Company's Agents cause any security violation and should Aviation be cited for a civil penalty for such security violation, Company agrees to reimburse Aviation for any civil penalty which may be imposed by Transportation Security Administration (TSA) or other governmental agency. Company will have access privileges immediately suspended and/or revoked by the Director for failure to adhere to the Airport's Security Program or for failure to return all badges and/or gate access cards within twenty-four (24) hours or the next business day. Such action may also result in the immediate termination of this Agreement, at the sole discretion of the Director.

2.8.4 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 TSA, Federal Aviation Administration, Airport or other governmental agency.

2.9 AIRPORT PERSONNEL IDENTIFICATION

All personnel requiring access to the Airport will be required to obtain an approved gate access card, which shall be issued at the sole discretion of the Airport Manager or designee and in accordance with General Aviation Airports Rules and Regulations and/or Operating Directives at the rates in effect at the time of issuance. Company covenants that it will at all times maintain the integrity of the Airport's Card Access System. Should Company allow unauthorized access to the Airport, and should Aviation be cited for a civil penalty, Company agrees to reimburse Aviation for any monetary civil penalty which may be imposed by an appropriate agency.

2.10 INGRESS AND EGRESS AND VEHICLE PARKING

Company and Company's agents shall have the nonexclusive right of reasonable ingress to 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 Director, County, the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), and/or the State of Nevada. 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 or Company's Agents will not have the right of free vehicle parking in the Airport's public parking lots.

2.11 TAXES, LICENSES, AND PERMITS

Company must, at its own expense, identify, provide to Aviation and maintain in force, any and all licenses and permits required for the legal operation of all aspects of this Agreement. Company will promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation and lease of Premises. 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, municipal or local licenses or permits required for the conduct of its business. Company will pay before delinquency all taxes, excises, license fees and permit fees of whatever nature applicable to the Premises, the Improvements and Company's personal property, including, but not limited to, real property taxes. Company shall not be responsible for any of County's franchise, inheritance, income or other tax levied on County or County's right to receive income from the Premises. Notwithstanding anything herein to the contrary, Company will promptly pay all taxes if at any time the Premises or any part thereof will otherwise be immediately subject to forfeiture, foreclosure or other similar proceedings. Company agrees to indemnify and save harmless County from any and all loss, cost, damage, expense, penalty or any liability whatsoever resulting from or in any manner arising out of the delay or failure of Company to pay when due, discharge or comply with any such taxes or other governmental charge. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

2.12 INDEMNITY

Company agrees to indemnify, defend and hold Aviation harmless 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 Premises, or any actions or non-actions of Company, and Company's Agents, including the movement of aircraft or vehicles, provided however, that such indemnity will not apply as to any negligent act or omission of Aviation, its employees, agents, or representatives. These duties shall apply whether or not the allegations are found to be true. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

2.13 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 property of Company that may be located or stored on the Premises, 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).

2.14 INSURANCE AND CONSTRUCTION BONDS

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

2.14.1 **Insurance Requirements**: Upon Company's execution of this Agreement and during the entire term of this Agreement, Company agrees to furnish and maintain satisfactory evidence of insurance as required herein. All required coverage shall be evidenced by a current certificate of insurance. Prior to the commencement of any Improvements or equipment installation on or about the Premises, Company will require that its construction contractor and all subtenants procure and maintain insurance naming both Company and County as an insured. Each contractor and subcontractor shall procure and maintain until all of their obligations, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the contractor, its agents, representatives, employees or subcontractors. Such insurance will provide coverage and limits as are determined customary in the industry by the Director.

A. **Commercial General Liability Insurance**, including products liability, for claims of property damage, personal injury, bodily injury or death allegedly resulting from Company's activities into, on, or leaving any part of the Airport, in an amount not less than One Million ($1,000,000) Dollars, per person, per occurrence, combined single limit, minimum aggregate, if any of Two Million ($2,000,000) Dollars.

B. **Aircraft Liability Insurance:** Company will obtain and keep in full force and effect, aircraft liability insurance coverage in an amount not less than One Million ($1,000,000) per aircraft for injury to property and person, and products liability and such other coverage as may be necessary to protect Aviation from such claims and actions

C. **Automobile Liability Insurance** in an amount adequate to cover automobile insurance on the Airport in an amount not less than Five Hundred Thousand ($500,000) Dollars per person, per occurrence, combined single limit.

D. **Hangar Keepers Liability Insurance** in an amount adequate to cover any non-owned property in the care, custody and control of Permittee on the Airport, but in any event in an amount not less than One Million ($1,000,000) Dollars, per occurrence, combined single limit.

E. **Worker's Compensation Insurance** 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 the Director. Said insurance shall have limits of not less than One Million ($1,000,000) Dollars per occurrence.

F. **Property Insurance Coverage** 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 the Full Insurable Replacement Value of such Improvements, including property and personal property using the all-risk form of protection as acceptable to the Director. Company will be responsible for insuring against any rental protection resulting in loss of income, personal property or extra expense to Company.

G. **Builder's Risk,** if applicable, Company will provide coverage that insures that 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 Aviation. 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.

2.14.2 **Certificates of Insurance:** Company shall provide Aviation evidence of required minimum insurance coverage and endorsements, as noted above, within fifteen (15) calendar days from the date of written approval by Aviation. Such Certificates of Insurance will include, but will not be limited to, the following:

A. **Additional Insured:** Clark County, Nevada, its elected officers, appointed executives or other officers, other employees, agents, volunteers, members of boards, and Commissioners of 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. All property insurance policies will contain a waiver of subrogation clause in favor of Clark County.

B. **Endorsements:** All additional insured endorsements shall be included with the Certificate of Insurance. Required endorsements are additional insured endorsements, primary noncontributory, and waivers of subrogation. Each insurance policy supplied by the Company or Company's Agents, must be endorsed to provide that the coverage will not be suspended, voided, or canceled or reduced in coverage or in limits except after thirty (30) days prior written notice to Aviation by mail. This notice does not waive the insurance requirements contained herein.

C. **Aggregate Limits:** If aggregate limits are imposed on the insurance coverage, then the amounts of such limits must not be less than Two Million Dollars ($2,000,000) or per accident. All aggregates must be fully disclosed and the amount entered on the required Certificate of Insurance. Company's insurers must notify the Director 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 Director and Company.

D. **Best's Key Rating:** The rating of the insurance company'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.

E. **Deductibles/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 Dollars ($25,000) unless the Director gives prior written consent.

F. **30 Day Notice:** Certificates of Insurance will provide a thirty (30) day written notice provision for cancellation or coverage reduced of any policy.

G. **Agent:** The Certificate shall be signed by a carrier approved to write insurance in the State of Nevada.

H. **Renewal Certificates:** All renewal insurance certificates must be provided to Aviation prior to the expiration of the current insurance.

2.14.3 Company is responsible for and must remedy all damage or loss to any property, including property of Aviation, caused in whole or in part by Company, its contractors, any subcontractor or anyone employed, directed or supervised by Company.

2.14.4 If Company or its contractors fails to maintain any of the insurance requirements or coverage herein, Aviation will have the option of 1) declaring Company in breach of this Agreement under this paragraph; or 2) purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage is maintained. Company is responsible for any expenses paid by Aviation, plus a twenty (20%) administrative fee, to maintain such insurance and Aviation may collect the same from Company.

2.14.5 If at any time Aviation decides to implement option 2 of Section 2.14.4 above, the Director will advise Company within ten (10) days' notice of Company's intention to purchase such insurance for Company's account. If Company has not delivered evidence of insurance to Aviation before the date on which the current insurance expires, Aviation will provide such insurance by taking out policies in companies satisfactory to Aviation. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time to time. The amount of premiums paid by Aviation for such insurance shall be payable by Company immediately upon receipt of Aviation's invoice, with interest at a rate of twenty percent (20%) per year, accrued and compounded on a monthly basis, commencing at the date of payment by Aviation.

2.14.6 Aviation shall have the right from time to time, on not less than thirty (30) days' notice, to require Company to increase the amount or type of coverage required to be maintained under this Agreement.

2.14.7 The insurance requirements specified herein do not relieve the Company of its responsibility or limit the amount of its liability to Aviation or other persons and Company is encouraged to purchase such additional insurance as it deems necessary.

2.14.8 **Construction Bond Requirements:** Prior to the commencement of any construction or installation of any Improvements, Company shall provide to Aviation all applicable construction bonds as required herein including the following.

A. Company shall provide and maintain construction bonds or establish a construction disbursement account in accordance with NRS 108.2403 and the Airport Tenant Improvement Manual.

B. Company will require its contractor(s) to furnish and maintain the following contract bonds covering the construction of the tenant Improvements or installation of equipment on the Premises:

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

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

(3) Guaranty Bond in the amount of one hundred percent (100%) of the contract price. The Guaranty Bond will go into effect when the Notice of Completion is approved in accordance with Section 1.14 of this Agreement. Company will provide such bonds to Aviation no later than ten (10) calendar days after notification of award of any construction contract.

C. The Bonds referred to in this Section above will be written on the Payment and Performance Bond and Labor and Material Payment Bond and Guaranty Bond forms approved by the Director.

D. 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.

E. 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.

F. Any Labor or Material Payment Bond, Performance Bond, or Guaranty Bond prepared by a licensed nonresident agent must be countersigned by a resident agent as required by NRS 680A.300.

2.14.9 Aviation retains the right to adjust insurance and bond requirement limits, as may be necessary to insure against the risk for a specific activity requested by Company and submitted to Aviation 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 or under any sublease agreement with Company.

2.15 TERMINATION BY AVIATION

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

A. Company becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the 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, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property.

B. A petition or the liquidation under Federal bankruptcy statutes or 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 or which causes the discontinuance of the fulfillment of any required provision of this Agreement by Company.

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

D. Company has received three (3) default notices for any default under this Agreement from Aviation within a twelve (12) month period, regardless of the reason for such default notice and whether or not such default was cured by Company.

E. Company voluntarily abandons any of the Premises leased or assigned to it or discontinues the conduct and operation of any businesses at the Premises or ceases to provide the services, if any, required under this Agreement.

F. Company violates the terms and conditions of this Agreement. If such default is not cured, as provided for in Section 2.15.3 of this Agreement, Aviation may, at its sole discretion, suspend or terminate this Agreement.

G. Company fails to abide by all applicable federal, state, and local laws, ordinances, rules and regulations.

H. Company fails to take possession of the Premises.

I. Company fails to keep all insurance policies in effect as required under Section 2.14 of this Agreement.

2.15.2 **General Provisions:** All rights and remedies of Aviation 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.

2.15.3 **Cure:** Company will be considered in default of this Agreement as set forth in this Section 2.15, and if such failure continues for a period of more than thirty (30) days (except for failure to pay rental charges as described in Section 2.15.1(D)) after delivery by the Director of written notice of such breach or default, except if the fulfillment of its obligations requires activity over a period of time, and Company will have 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. Upon receiving a third notice of default from Aviation within a twelve (12) month period as provided in Section 2.15.1(E), Aviation at its sole discretion may not allow Company to cure the default set forth in the third and final notice of default and the Agreement may be terminated as provided in Section 2.15.4.

2.15.4 **Termination for Default by Company:** If default is made by Company as described above, and such default is not cured as provided in Section 2.15.3, or three (3) default notices are issued by Aviation to Company within a twelve (12) month period as provided in Section 2.15.1(E), Aviation may elect to terminate this Agreement with thirty (30) days' written notice to Company and have all other rights and remedies at law or in equity.

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

B. In the event of any termination for default by Company, Aviation will have the right to enter upon the Premises and take possession of same. Redelivery and Disposal of Improvements at Termination will be as described in Section 2.20 of this Agreement.

2.16 TERMINATION BY COMPANY

2.16.1 **Default By Aviation:** Aviation will be considered in default of this Agreement if Aviation fails to fulfill its obligations set forth in this Agreement, and if such failure shall continue for a period of more than thirty (30) days after delivery by Company of a written notice of such material breach.

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

A. The abandonment of the Airport, or any portion, for longer than six (6) months.

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

C. Aviation's redetermination of rents and fees as set forth in Section 1.5.7 of this Agreement.

2.16.3 **Cure:** Aviation will not, however, be considered in breach of this Agreement if the fulfillment of its obligation requires activity over a period of time and Aviation has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

2.16.4 **Termination for Default By Aviation:** If a material breach is made by Aviation as described above, Company may elect to terminate this Agreement with thirty (30) days written notice to the Director.

A. In the event of the termination for default by Aviation, Redelivery and Disposal of Improvements at Termination will be as described in Section 2.20 of this Agreement.

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

C. In the event of any termination for default by Aviation, all claims regarding loss of revenue, loss of profit, or other costs claimed by Company shall be specifically excluded.

2.16.5 **General Provisions:** All rights and remedies of Company 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.

2.17 WAIVERS AND ACCEPTANCE OF FEES

2.17.1 No waiver of default by either Party of any of the terms, covenants or conditions 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.

2.17.2 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 Aviation of its right to terminate this Agreement on account of such default.

2.18 FIRE PROTECTION

Company is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement. Company shall keep all firefighting equipment in proper functioning order and from time to time and as often as reasonably required by Aviation, Company will conduct appropriate tests of any fire extinguishing apparatus located on the Premises.

2.19 DAMAGE AND DESTRUCTION

In the event of damage, destruction, or substantial loss which materially impairs Company's ability to operate upon the Premises, by any cause, which damage, destruction or loss is not capable of being repaired within sixty (60) days, Company will have the option to terminate this Agreement which option will be exercisable by written notice to Aviation within thirty (30) 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 necessary to make the Premises ready for repair, replacement, restoration or rebuilding, including the removal and/or replacement of personal property, which is not otherwise covered by insurance. In the event Company does not exercise such 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 and/or personal property.

2.20 REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION

2.20.1 Company covenants that at the termination of this Agreement, howsoever caused, it will quit and surrender such Premises in good repair and condition, excepting reasonable wear and tear, acts of God, the public enemy or the action of the elements.

2.20.2 Upon termination of this Agreement howsoever caused, Aviation will require Company to remove from the Premises, and other applicable areas of the Airport, within thirty (30) days of termination, all equipment, trade fixtures and personal property belonging to Company. Company will be required to remove all paint and graphics from the exterior of the buildings and repaint to a color designated by the Director.

A. For purposes of this Section, 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 attached to said Premises; any other mechanical device; and all other miscellaneous equipment, furnishings and fixtures installed on or placed on or about the Premises and used in connection with Company's business.

2.20.3 Upon termination of this Agreement, howsoever caused, Aviation will have the option to require any of the following by giving written notice prior to the date of termination, as determined by the Director to be in Aviation's best interest.

A. Company will, upon receipt from Aviation of thirty (30) days' notice of termination, remove all or part (as determined by the Director) of the permanent Improvements made to or placed upon the Premises by Company. Company agrees that it will use due diligence in completion the removal as may be required.

B. Company will leave in place all of the permanent Improvements whereupon title and ownership will pass from Company and vest in Aviation without any further consideration required from Aviation. Company agrees that it will immediately provide any transfers of title to Aviation as may be required. If no written notice is received by Company from Aviation prior to termination of this Agreement pursuant to this Section 2.20.3 (B) will apply.

2.20.4 All personal property, including any trade fixtures, whether owned by Company or are in Company's custody and control, shall be removed from the Premises or other applicable areas of the Airport. Any such personal property or trade fixtures left behind by, or on behalf of, Company shall be considered abandoned and shall be disposed of accordingly at the sole cost of Company.

2.21 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 by any judicial or legislative body, then Company will have the right, upon written notice to Aviation, to a suspension of this Agreement and an abatement of an equitable proportion of the payments to become due, from the time of such notice until such restrictions have been remedied and normal operations restored.

2.22 RECOVERY OF PREMISES

2.22.1 Aviation may, in its unlimited discretion, at any time during the Term of this Agreement or any extensions, recover or take all or any part of the Premises for other Airport or public uses to the extent allowed under Nevada law. Prior to the exercise of this power of recovery, Aviation agrees to give Company one (1) year prior written notice of its intention to exercise this power.

2.22.2 In the event of partial taking of the Premises under this Section, if, in the opinion of Aviation and Company, the remainder of the Premises is suitable for continued operation, this Agreement shall not terminate in regard to the portion not taken. In the event of a partial or total taking of the Premises under this Section, Aviation and Company agree (a) to be bound by the provisions of any loan documents executed by the Company in favor of a lender concerning condemnation process and proceeds, including the right of a lender to recover from such condemnation proceeds in an amount up the then unpaid balance of its loan; and (b) any such lender shall have the right to participate in any condemnation proceedings as set forth in this Section of the Agreement. A Space Use Letter will be issued by Aviation removing the area recovered and the leased area will be recalculated to reflect the new square footage and rental rate for the portion remaining.

2.22.3 Except as otherwise provided in Section 2.22.4 below, in the event of a total taking under this Section, Aviation will pay to Company a sum equal to the unamortized value of the fixed Improvements made to the Premises by Company. For the purposes of this Agreement and the determination of unamortized value, the Parties agree that the said fixed Improvements will be amortized on a straight line method over the full term of this Agreement, excluding any option periods of this Agreement.

2.22.4 In the event of a total recovery under this Section, upon notice from Company's lender, Aviation will pay to Company's lender all sums due to the lender under the approved loan documents evidencing and securing the loan, and any subsequent financing that has been approved by Aviation secured by the Improvements on the Premises. Notwithstanding the foregoing, if a lender or approved assignee of a lender has succeeded to the interest of Company, and the outstanding loan has been repaid, Aviation shall either pay lender the amount which was due lender on the date of foreclosure or transfer of title, or Aviation shall pay an approved assignee the amount assignee paid lender to assume this Agreement.

2.23 FINANCING

2.23.1 Leasehold Mortgage Authorized: Notwithstanding anything to the contrary contained in this Agreement, Company will have the right at any time during the Term of this Agreement, to mortgage or otherwise encumber Company's leasehold interest created under this Agreement through a leasehold deed of trust or other similar document, hereinafter "Leasehold Mortgage," as collateral security for any loan made for improvements to the Premises. All financing encumbering Company's leasehold interest in the Premises shall be secured by a Leasehold Mortgage pursuant to the provisions of this Section.

A. Any Leasehold Mortgage, including but not limited to, conveyance and assignments made in connection with financing allowed under this Section of the Agreement will require Aviation's written approval prior to the execution of such Leasehold Mortgage by Company and lender.

B. Subject to Aviation's prior written approval set forth above, Company may obtain one loan secured by a Leasehold Mortgage, or it may obtain multiple loans secured by multiple Leasehold Mortgages, provided, however, that such loan or loans is with a single lender. Company shall not contract with multiple lenders for Leasehold Mortgages, including any refinancing of an initial Leasehold Mortgage.

Failure to comply with this provision may be considered a material breach of this Agreement.

C. Company shall not place or create any Leasehold Mortgage, deed of trust or other lien or encumbrance that in any way includes or otherwise affects Aviation's fee interest in the Premises, or that is for a period longer than the Term of this Agreement. Lender's leasehold interest shall remain separate and distinct from Aviation's real property interest under this Agreement and lender shall ensure all Leasehold Mortgage documents include this separation and distinction.

D. Company shall execute and deliver to the party holding the leasehold interest under such Leasehold Mortgage, documents which will operate as collateral security for any loan made for Company's leasehold interest under this Agreement.

E. Lender, upon its execution of any Leasehold Mortgage, shall have the right remedy any of Company's defaults of which said lender was notified by Aviation's Notice of Default or Notice of Termination and that are reasonably susceptible of being cured by the lender. Lender, either as the tenant or acting on behalf of Company under the provisions of this Section, shall be liable to perform the obligations imposed on Company under this Agreement during the period lender has ownership of such Leasehold Mortgage creating its leasehold interest. 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 Aviation as lessee under this Agreement and will be liable only so long as lender maintains ownership of the leasehold interest or estate.

F. Notwithstanding any such Leasehold Mortgage, in no event shall Company be released from any of its obligations under this Agreement (even in the event of any lender or any successor acquires title to such leasehold interest) Aviation shall be under no obligation under this Section to any lender of whom Aviation has not given its consent as required under Section 2.23.2 below or has not received written notice as provided in this Section.

2.23.2 Aviation's Consent of Leasehold Mortgage Required: Any Leasehold Mortgage, including, but not limited to, conveyance and assignment of the leasehold interest under this Agreement, regardless of the reason made for such Leasehold Mortgage, conveyance or assignment, or any modifications to such documents that are made in connection with Company's leasehold interest under this Agreement, shall require the prior written approval from Aviation. Such approval will be in the form of an estoppel document executed by Aviation within thirty (30) days of the receipt of a request from Company or its lender. Company and lender agree that any estoppel document provided shall not in any way modify the current terms and conditions of this Agreement.

A. Additionally, Company will be responsible to ensure that prior to the execution of a Leasehold Mortgage, lender shall provide Aviation with written notice of such Leasehold Mortgage for approval, together with a true copy of such Leasehold

Mortgage and the contact information (including, but not limited to, name, address, phone, fax, email) of the lender.

B. Any transfer or assignment of a Leasehold Mortgage, regardless of the type of transaction resulting from such transfer or assignment, shall comply with this Section and will require prior approval of Aviation. All such approvals and/or rejections, as determined solely by Aviation, shall be provided in writing to Company and lender and will not be unreasonably withheld.

C. Company shall provide to Aviation copies of the note or other obligations secured by such Leasehold Mortgage, including all amendments, or other modification or supplement to such instruments. All documents shall be accompanied by a certification by Company that such documents are true and correct copies of the originals. Copies of all recorded documents shall show the recording data and shall be provided to Aviation within thirty (30) days of being recorded.

D. Company hereby agrees that upon its execution of any Leasehold Mortgage or similar conveyance documents, that Company authorizes its lender to take any such action or remedy lender deems necessary for the circumstances and does hereby authorize its lender to enter the Premises. Lender shall be required to promptly notify Aviation of its intent to enter the Premises to ensure that all applicable safety and security requirements are met. Any lender which will succeed the Company's interest will be subject to all the terms and conditions of this Agreement.

2.23.3 Leasehold Mortgage Recorded: It is hereby agreed that Company or any lender will immediately record such Leasehold Mortgage document(s) with the appropriate public official(s).

A. In the event that Company shall take back any Leasehold Mortgage, deed of trust, or other written security affecting Company's leasehold interest under this Agreement, Company shall provide thirty (30) days prior written notice to Aviation of such action, together with a true copy of all documents related to such take back, including, but not limited to, a signed statement from lender that Company's obligations under the Leasehold Mortgage have been fully satisfied. Company shall have such documentation recorded with the public official(s). Company shall notify Aviation of such actions within ten (10) days, and Company shall provide copies of all such recorded documents to Aviation within thirty (30) days of being recorded.

B. Upon its execution of any Leasehold Mortgage, Company and lender shall agree that both Company and lender shall be required to notify Aviation within ten (10) days of any change to the Leasehold Mortgage, including but not limited to, Company's obligations under any default of, termination of, or satisfaction of the Leasehold Mortgage, any change of either name, address, or point of contact of lender. Both Company and lender further agree to notify Aviation, within ten (10) days that Company has provided cure of said default, or any further actions lender deems appropriate to cure said default.

2.23.4 Notice of Default by Company and Lender's Obligations: Aviation will deliver to lender written notice of any default of Company in accordance with Section 2.15 of this Agreement at the same time such notice is delivered to Company. Said notice will specify the nature of the default. Before terminating this Agreement, Aviation will allow lender to cure or commence to cure, subject to Section 2.15.1(E) of this Agreement, any default of Company in accordance with Section 2.15.3 of this Agreement. The time period to cure any default of Company will commence on the date said notice of default is delivered to Company. In the event that Company does not cure such default, Aviation will send a notice of Company's failure to cure to lender and lender will have the period identified in such notice to provide a cure in accordance with Section 2.15.3 of this Agreement. Aviation, at its discretion, may accept such performance by or at the instigation of lender as if the same had been done by Company. Company authorizes lender to take any such action with Aviation's prior approval, that lender determines is appropriate, and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.

A. Any default by Company in the payment of money required under the terms of this Agreement, may be cured by lender in accordance with the terms of Section 2.15.3 of this Agreement. Aviation will accept any such payment or cure from such lender during the term of lender's loan to Company, provided that such cure is completed within the time period provided herein.

B. Should any default by Company be such that said default cannot be cured by the payment of money and said default does not affect the security and safety of the Premises, lender, upon notice of such default, will have the right to continue to pay all rents, fees, and charges, (including all applicable late fees) to Aviation in accordance with the terms of this Agreement. Aviation will accept such payments from lender and this Agreement will not terminate, but will remain in full force and effect, to allow for lender's prompt cure of such default, or resort to foreclosure or sale proceedings under its deed of trust or other security instruments.

C. Should any default by Company be such that said default cannot be cured by the payment of money and said default does not affect the security and safety of the Premises, lender, upon notice of such default, will have the right to cure immediately or to commence to cure the default in accordance with Section 2.15.3 of this Agreement. If, however, lender petitions for and Aviation elects to cure the default, Company and lender hereby agree that lender shall pay to Aviation all expenses incurred by Aviation plus twenty percent (20%) administrative fees to affect such cure.

(1) Aviation will present for payment to lender, and lender shall pay Aviation within thirty (30) days of such presentation a detailed and itemized invoice of Aviation's reasonable expenses incurred in curing the default.

(2) Upon receipt and acceptance of such payment from lender, Aviation agrees that it will not terminate this Agreement for a period not less than one (1) year from the date of Aviation's notice of default to Company and lender to allow for lender to resolve any pending actions that it may have taken to wind down its interest in the Premises, including any foreclosure or sale proceeding under its deed of trust or other security instrument.

2.23.5 Lender's Obligations of Foreclosure, Sale, or Assignment of Leasehold Mortgage Interest: Lender shall be obligated to provide Aviation with no less than fifteen (15) days prior written notice of lender's intent to commence any foreclosure, sale, or assignment proceedings under the deed of trust or other Leasehold Mortgage document securing the loan. Aviation agrees to cooperate with lender to resolve such actions to the mutual benefit of Aviation and lender.

A. Lender shall be obligated to notify the assignee, transferee or other such recipient ("Recipient") of a transfer of the leasehold interest held by lender, and shall include such notification in any documents related to the actions by lender as provided for under this Section. Before any such transaction can be finalized or closed, Aviation will have the following rights:

(1) Aviation shall be provided an opportunity of no less than thirty (30) days to review the list of potential Recipients of any such foreclosure, sale, or assignment proceeding, as provided for under Section 2.1 of this Agreement.

(2) Aviation shall review and at its sole discretion, make a determination of such list of potential Recipients as fit and proper to hold the Lease Agreement, including, but not limited to, whether a Recipient: 1) has the requisite airport and aviation experience to provide the obligations under the Agreement; and 2) has a net worth and financial capabilities of performing the obligations under the Agreement. Aviation shall have the right to make such determination and either accept or reject any potential Recipients that Aviation determine is in the best interest of Aviation and such consent will not be unreasonably withheld.

B. Provided that lender has affected cure of any default by Company in a manner acceptable to Aviation, and Aviation has given its consent to the list of potential Recipients that has been determined as fit and proper under this Section, Aviation agrees that upon completion of any foreclosure proceedings or sale under the deed of trust or other Leasehold Mortgage securing the loan, lender or purchaser at such sale or any heir, successor, or assign of lender subsequent to such sale, will be recognized by Aviation as the lessee under the terms of this Agreement for all purposes for the remaining Term of the Agreement and the leasehold interest of lender or such purchaser will not be adversely affected or terminated by reason of any non-monetary default occurring prior to the completion of such proceedings or sale.

[Remainder of page intentionally left blank]

ARTICLE III

3.1 NONDISCRIMINATION

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

3.1.2 The County is committed to promoting full and equal protection and opportunity for all persons doing business with Clark County. Company, acknowledges that County has an obligation to ensure Company, or Company's Agents, do not engage in any discriminatory practices at any time during the term of this Agreement. Company further acknowledges that if Company, or Company's Agents, 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, County may elect to terminate this Agreement.

3.1.3 In connection with the performance of work under this Agreement, the Company, and Company's Agents, 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.

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

3.1.5 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.

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

3.2 MAINTENANCE AND OPERATION NONDISCRIMINATION COMPLIANCE [RFL]

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 said property described in this Agreement 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.

3.3 NONDISCRIMINATION IN PARTICIPATION, CONSTRUCTION, AND USE OF PREMISES [RFL]

3.3.1 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:

A. 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.

B. 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.

C. 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.

3.4 TERMINATION RIGHTS FOR BREACH OF SECTIONS 3.2 AND 3.3 [RFL]

In the event of breach of any of the nondiscrimination covenants described in Sections 3.2 and 3.3 above, Aviation 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 3.2 and 3.3, Aviation will notify Company and will provide Company the opportunity to defend the same.

3.5 NONDISCRIMINATION IN FURNISHING ACCOMMODATIONS AND/OR SERVICES [RFL]

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.

3.6 RIGHTS FOR NONCOMPLIANCE WITH SECTION 3.5 [RFL]

Noncompliance with Section 3.5 above will constitute a material breach of this Agreement and in the event of such noncompliance, Aviation will have the right to terminate this Agreement and the estate hereby created without liability or at the election of Aviation or the United States of America either or both said Governments will have the right to judicially enforce the provision.

3.7 COMPANY'S OBLIGATION 49 CFR PART 23 [RFL]

3.7.1 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. 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.

3.7.2 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.

3.8 SUBAGREEMENT NONDISCRIMINATION COMPLIANCE [RFL]

Company hereby assures it will include Sections 3.1 through 3.24 clauses in all subleases and causes subtenants to similarly include clauses in further subleases.

3.9 COMPANY OBLIGATION [RFL]

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.

3.10 APPENDIX 9, GENERAL CIVIL RIGHTS PROVISION [RFL]

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.

3.11 AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS [RFL]

3.11.1 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, religion, 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 sub-organizations provide assurances to Company that they similarly will undertake Affirmative Action Programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E to the same effect.

3.11.2 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 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 sub-organizations, as required by 14 CFR Part 152, Subpart E.

3.11.3 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.

3.12 AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT, AND EXPANSION [RFL]

Aviation 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, Aviation 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.

3.13 MAINTENANCE, REPAIR, DIRECTION, AND CONTROL [RFL]

Aviation 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 Aviation 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.

3.14 AGREEMENTS WITH THE UNITED STATES OF AMERICA [RFL]

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.

3.15 OPERATION OF AIRPORT BY THE UNITED STATES OF AMERICA [RFL]

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.

3.16 PART 77 OF FEDERAL AVIATION REGULATIONS [RFL]

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. Such notice requires the submission of FAA Form 7460-1, *Notice of Construction or Alteration,* to the FAA.

3.17 NONEXCLUSIVE [RFL]

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 49 USC § 40103(e) and 49 USC § 47107(a) (4).

3.18 AIRSPACE [RFL]

There is hereby reserved to Aviation, 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 Aviation will result from the exercise of this right.

3.19 AIRPORT OBSTRUCTIONS [RFL]

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 Aviation. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by Aviation. In the event the aforesaid covenants are breached, Aviation 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 Aviation.

3.20 AIRPORT HAZARDS [RFL]

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, Aviation 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.

3.21 COMPLIANCE WITH PUBLIC AUTHORITIES [RFL]

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 Aviation.

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 AMERICANS WITH DISABILITIES ACT [RFL]

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, as well as any other applicable rules, regulations, laws, ordinances, either in effect now, or as may be promulgated. Company will ultimately be responsible for all aspects of safety and security related to its operations, including, but not limited to, providing access to any aircraft for physically challenged passengers as may be appropriate and as required under 49 CFR Part 27, whether or not the aircraft type is specifically excluded from this ruling. Company shall be responsible to provide and maintain all necessary equipment needed to meet the requirements of this Section, including, but not limited to wheelchairs, aisle chair, and any aircraft lift device to accommodate customers accessing smaller aircraft. All such equipment must be submitted to Aviation for approval prior to implementation. Such equipment or devices shall also comply with Section 1.11 of this Agreement. Company shall not make any modifications to Aviation's facilities, including the installation of equipment that may be required to comply with this Section, without prior written approval from the Director. Company will be required to provide appropriately trained staff to meet the requirements of this Section.

3.23 ENVIRONMENTAL POLICY

3.23.1 **Environmental Compliance:** Company agrees to be bound in the operation of its service at the Airport by the Department of Aviation Environmental Management System, 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 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.

3.23.2 **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 Airport, or transported to and from the Airport, by Company, its subtenants, their agents, employees, contractors, invitees or a third party in violation of the Environmental Laws as defined in this Agreement, or the Department of Aviation Environmental Management System, as it now exists, or as may be modified from time to time.

A. Aviation will inspect areas to insure that Company is using the Airport in accordance with environmental requirements.

B. Upon request of Aviation, 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 the Director.

C. 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.

3.23.3 **Contamination of Premises:** If the presence of any Hazardous Materials 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:

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

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

3.23.4 **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 this

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

A. 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. Company will, at no cost or expense to Aviation, promptly provide all information requested by the 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.

B. 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 as a result of Company's actions.

C. Company's indemnification of Aviation under Section 2.12 of this Agreement includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, any fines or penalties issued to Company or Aviation, or any other 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 on, under or about the Airport caused or permitted by Company.

D. 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 this Section 3.23 or Section 2.12 of this Agreement in addition to all other rights and remedies provided by law or otherwise provided in this Agreement.

3.23.5 **Aviation's Termination Rights for Violation of Environmental Laws:** Company's failure or Company's Agents 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 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.

A. 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, unless such payment is made or obligation performed by Company within such ten (10) day period.

B. Aviation may, at Aviation's election, terminate this Agreement upon written notice to Company as provided in Section 2.15 of this Agreement. Except as otherwise specifically set forth herein, if this Agreement is terminated under this provision, Company waives all rights against Aviation, including, but not limited to, breach of contract, costs of design, installation or construction of Improvements and/or interruption of business.

C. Notwithstanding any other provision in this Agreement to the contrary, Aviation 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 Airport.

ARTICLE IV

4.1 FORCE MAJEURE

4.1.1 If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if 1) that party uses reasonable efforts to perform those obligations, 2) that party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances from the Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of Force Majeure Event, and 3) that party complies with its obligations under Section 4.1.3.

4.1.2 Neither Aviation 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; provided, however, that such inability to comply will not constitute a breach only if:

A. The affected party uses reasonable efforts to perform its obligations;

B. The affected party's inability to perform such obligations is not due to its failure to;

(1) Take reasonable measures to protect itself against such events or circumstances.

(2) Develop and maintain a reasonable contingency plan to respond to such events or circumstances.

C. The affected party complies with its obligations under Section 4.1.3.

4.1.3 If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party shall immediately provide any updates of information as requested by the other party. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

4.1.4 A Force Majeure Event shall not excuse the timely payment of rent or other charges payable by Company under this Agreement, provided that, if the obligation of any subtenant to pay rent or other amounts owed pursuant to a Sublease is suspended by law or order due to the existence of a state of emergency, Company's obligation to pay rent or other charges payable under this Agreement shall be suspended to the same extent and for the same duration.

4.2 QUIET ENJOYMENT

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

4.3 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 execution or attempted execution of this Agreement.

4.4 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.

4.5 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 Aviation or Company in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

4.6 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.

4.7 CONSENT TO AMENDMENTS

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, 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 required. Any expenses resulting from such amendments, modifications, revisions, supplements or deletions, shall be born solely by Company.

4.8 ADVERSE TENANCY

Any unauthorized holding over by Company after the termination of this Agreement or the expiration of its terms without the written consent of Aviation, except for the period authorized for removal of Company's property upon the expiration or termination hereof, shall entitle Aviation to collect from Company as liquidated damages for such holding over triple the total of all rents and fees in effect immediately prior to the commencing of such holding over, or the maximum damages allowed under the law for unlawful or forcible detainer, whichever is greater. 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.

4.9 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 Company agrees that the venue of any such dispute, either administratively or judicial, shall be in Clark County, Nevada. Company agrees as a condition of this Agreement that notwithstanding the existence of any dispute between the Parties, insofar as is 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. Each Party to this Agreement hereby expressly waives any right to trial by jury of any claim, defense, demand, action or cause of action arising under this Agreement, any amendments thereto, or in any way related to this Agreement or the Parties' respective interests in the Premises.

4.10 AGENT FOR SERVICE OF PROCESS

The Parties hereto expressly understand and agree that if 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 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 Aviation 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 Company's registered agent. The Parties 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 Company at the address set forth herein. Any such service out of this State shall constitute valid service upon Company as of the date of receipt. The Parties further expressly agree that Company is amenable to and hereby agrees to the process so served, submits to the jurisdiction, waives any and all obligations and protests, any laws to the contrary notwithstanding.

4.11 GENDER

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.

4.12 ENTIRE AGREEMENT; FULL AUTHORITY

4.12.1 This document represents the entire Agreement between the Parties and will not be modified or canceled by mutual agreement or in any manner except by instrument in writing, executed by the Parties or its 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, 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 for any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other Party being expressly waived.

4.12.2 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.

4.12.3 The Company acknowledges that it has thoroughly read this Agreement, including Exhibit A and Exhibit B attached hereto, and any other exhibits or attachments to this Agreement, and has sought and received whatever competent advice and counsel was necessary to form a full and complete understanding of all rights and obligations herein.

4.13 INTENTION OF PARTIES

This Agreement is intended solely for the benefit of Aviation and Company and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises by Aviation is solely for the benefit of Aviation and Company.

Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating a relationship other than the relationship of Aviation and Company.

4.14 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, personal representatives, successors, or assigns, as the case may be. All covenants and conditions of this Agreement will extend to and bind the legal representatives, successors, and assigns of the respective Parties and all agreements with assignees or subtenants will include all provisions contained in this Agreement.

4.15 STATE OF NEVADA LAW

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

4.16 COUNTERPARTS

This Agreement may be executed in a number of counterparts, each of which when so executed shall constitute the aggregate but one and the same document.

4.17 SURVIVABILITY

The terms and conditions of the Agreement regarding indemnification, environmental compliance, warranties, payments, dispute resolution and all others that by their sense and context are intended to survive the expiration or earlier termination of the Agreement will survive.

4.18 DIRECTOR'S AUTHORITY

The Director of Aviation has the authority to act on behalf of the Board of County Commissioners for all purposes under this Agreement, including the ability to terminate this Agreement as set forth herein.

[Remainder of page intentionally left blank- signature page follows]

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

CLARK COUNTY, NEVADA

BY: ______________________________
JAMES C. CHRISLEY
Director of Aviation

SAVAGE AVIATION, LLC

SIGN: RGranito Esq.

PRINT: Ruthann Granito

TITLE: Manager of Savage Aviation, LLC, General Counsel and CFO

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

BY: Sherry Ly Rose
SHERRY ROSE
Senior Attorney

Exhibit "A"

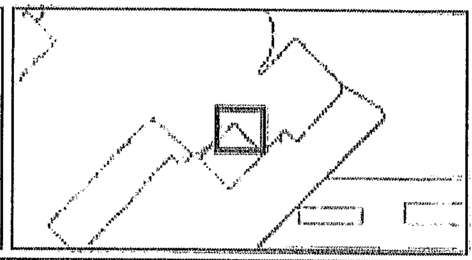
[Intentionally Left Blank]

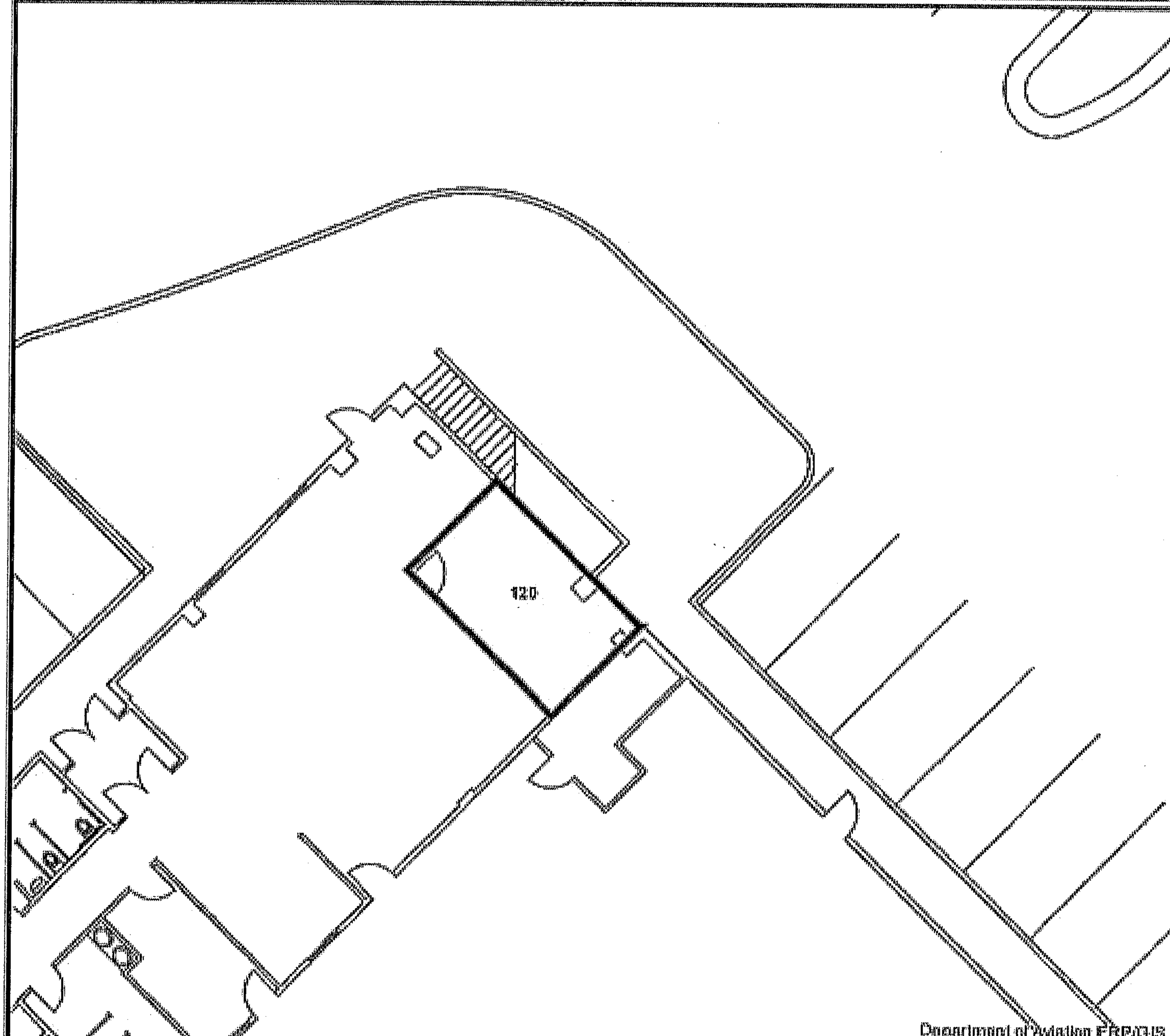
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-120
ASSIGNED SPACE(s):	AREA: 239.07 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

HENDERSON EXECUTIVE AIRPORT

NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
OFFICE SPACE
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale
0 5.5 11 16.5 Feet

Date: 4/16/2024

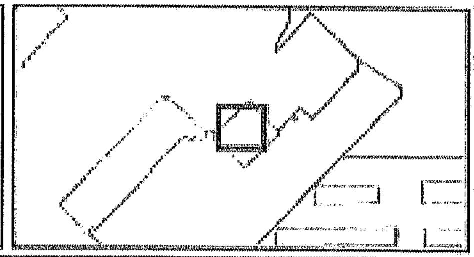
Drawing Number
L24-0314

EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-130	
ASSIGNED SPACE(s):		AREA: 155.68 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN



Department of Aviation ERP/GIS

HENDERSON EXECUTIVE AIRPORT

NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
OFFICE SPACE
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale
0 5.5 11 16.5 Feet

Date 4/16/2024

Drawing Number

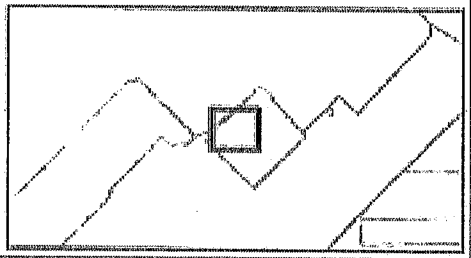
L24-0316

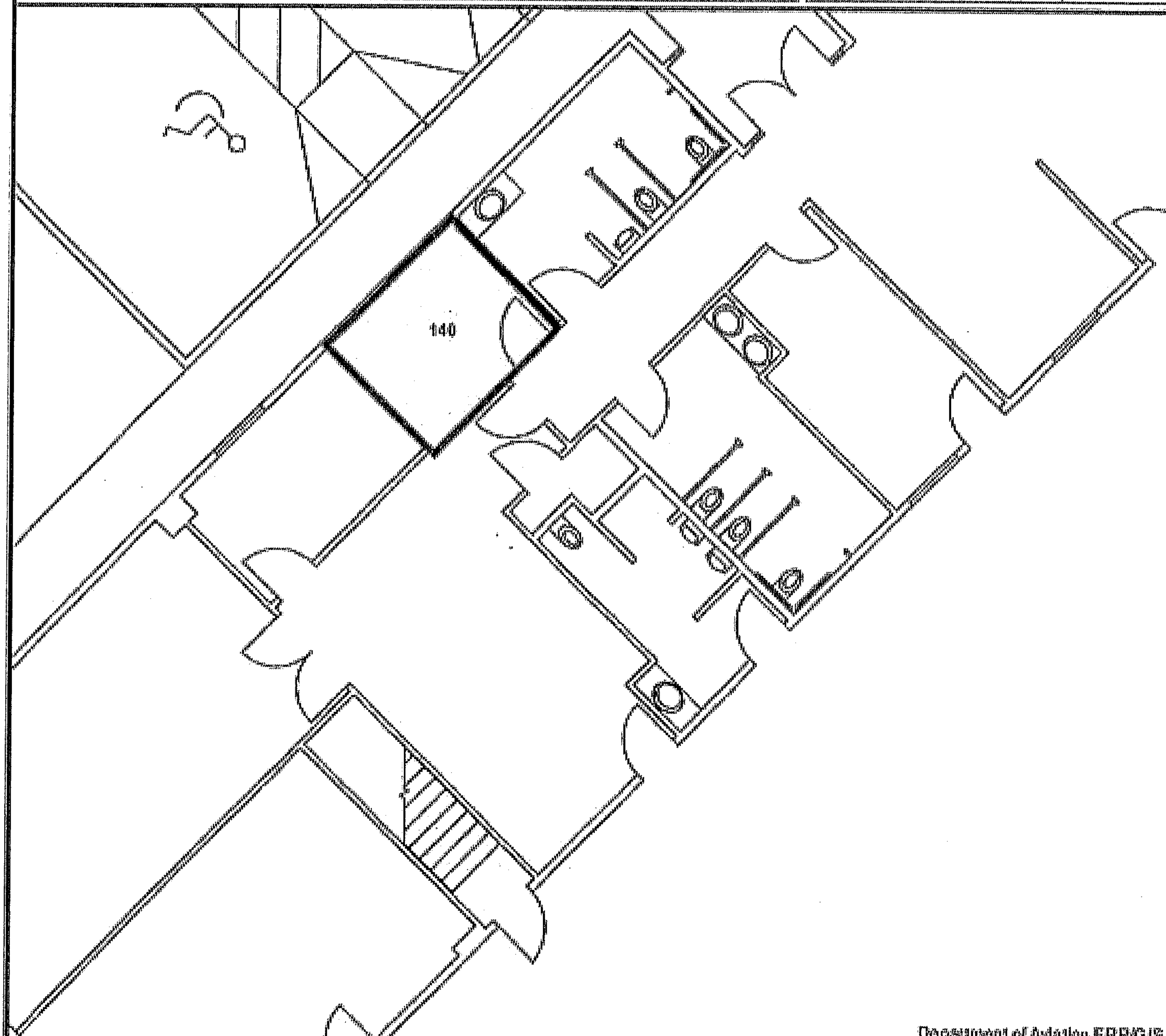
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-140		
ASSIGNED SPACE(s):		AREA:	103.11 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

HENDERSON EXECUTIVE AIRPORT

NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
OFFICE SPACE
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale: 0 3.5 7 10.5 Feet

Date: 4/16/2024

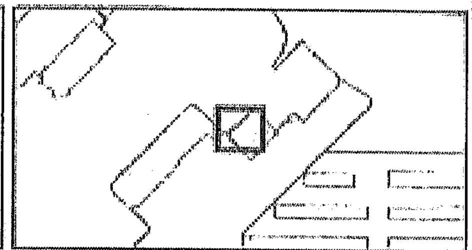
Drawing Number: L24-0319

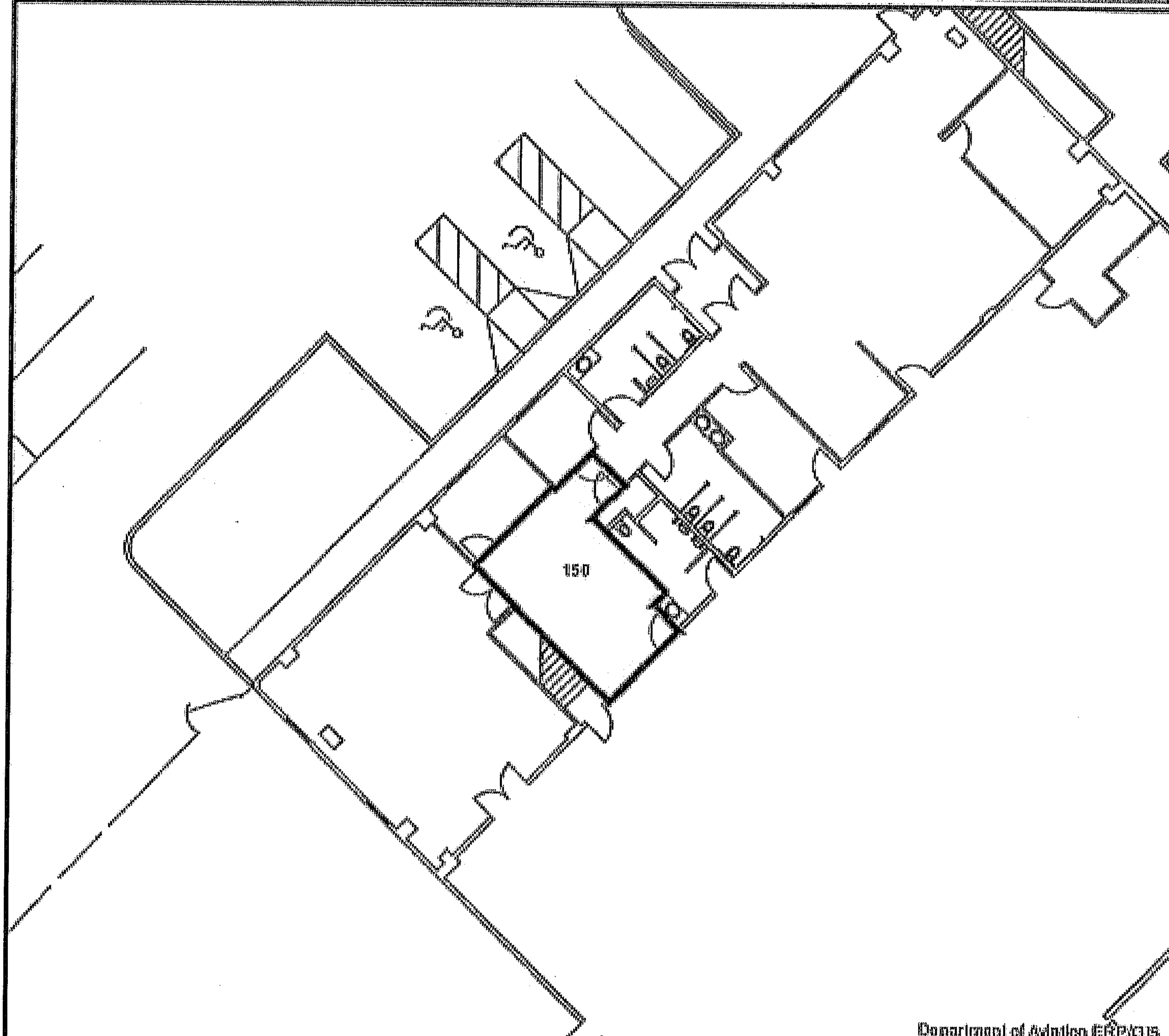
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-150		
ASSIGNED SPACE(s):		AREA:	358.59 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on corridor wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

HENDERSON EXECUTIVE AIRPORT

NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
CORRIDOR
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale
0 7 14 21 Feet

Date 7/24/2024

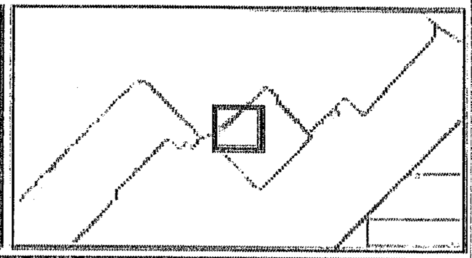
Drawing Number
L24-0321

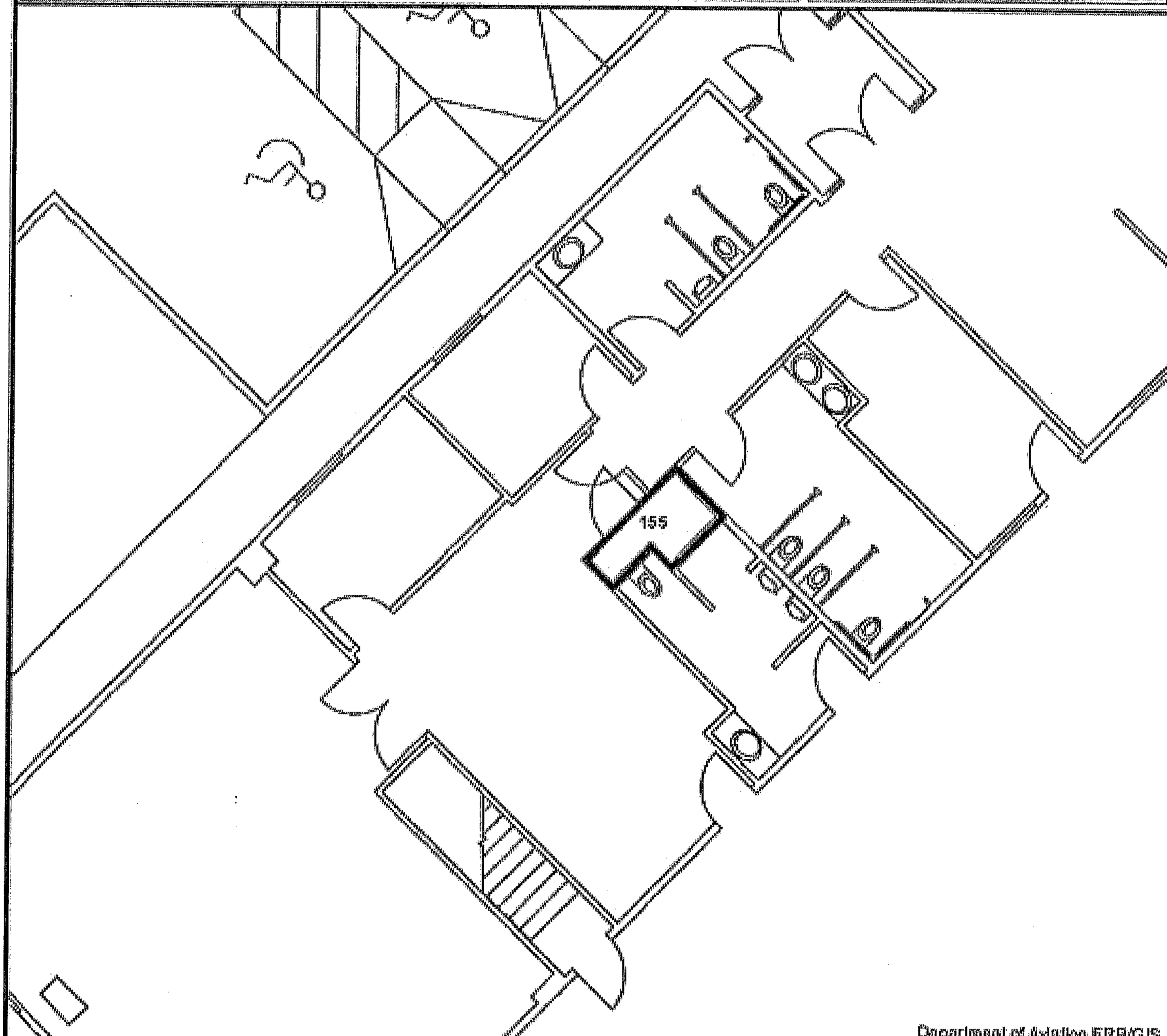
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-155
ASSIGNED SPACE(s):	AREA: 26.48 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
STORAGE
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale
0 3.5 7 10.5 Feet

Date 7/24/2024

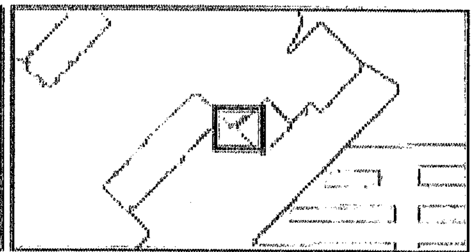
Drawing Number
L24-0323

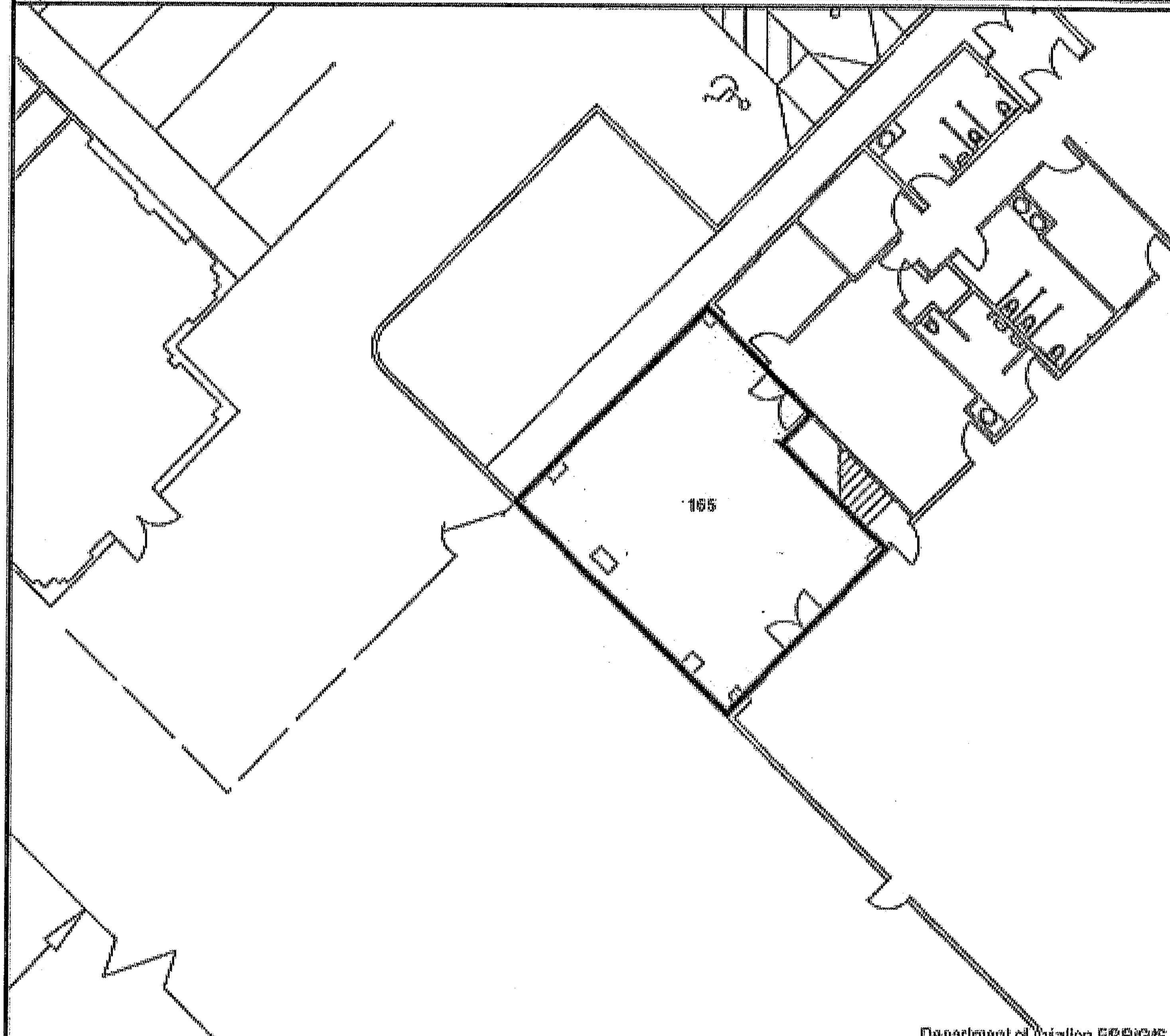
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-165
ASSIGNED SPACE(s):	AREA: 884.19 S.F.

Square footage calculations are based on Harry Reid International Airport standards.
Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

HENDERSON EXECUTIVE AIRPORT

NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
OFFICE SPACE
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale
0 6 12 18 Feet

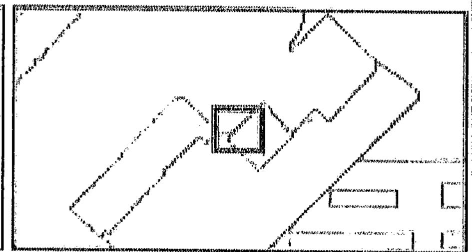
Date: 7/24/2024

Drawing Number

L24-0325

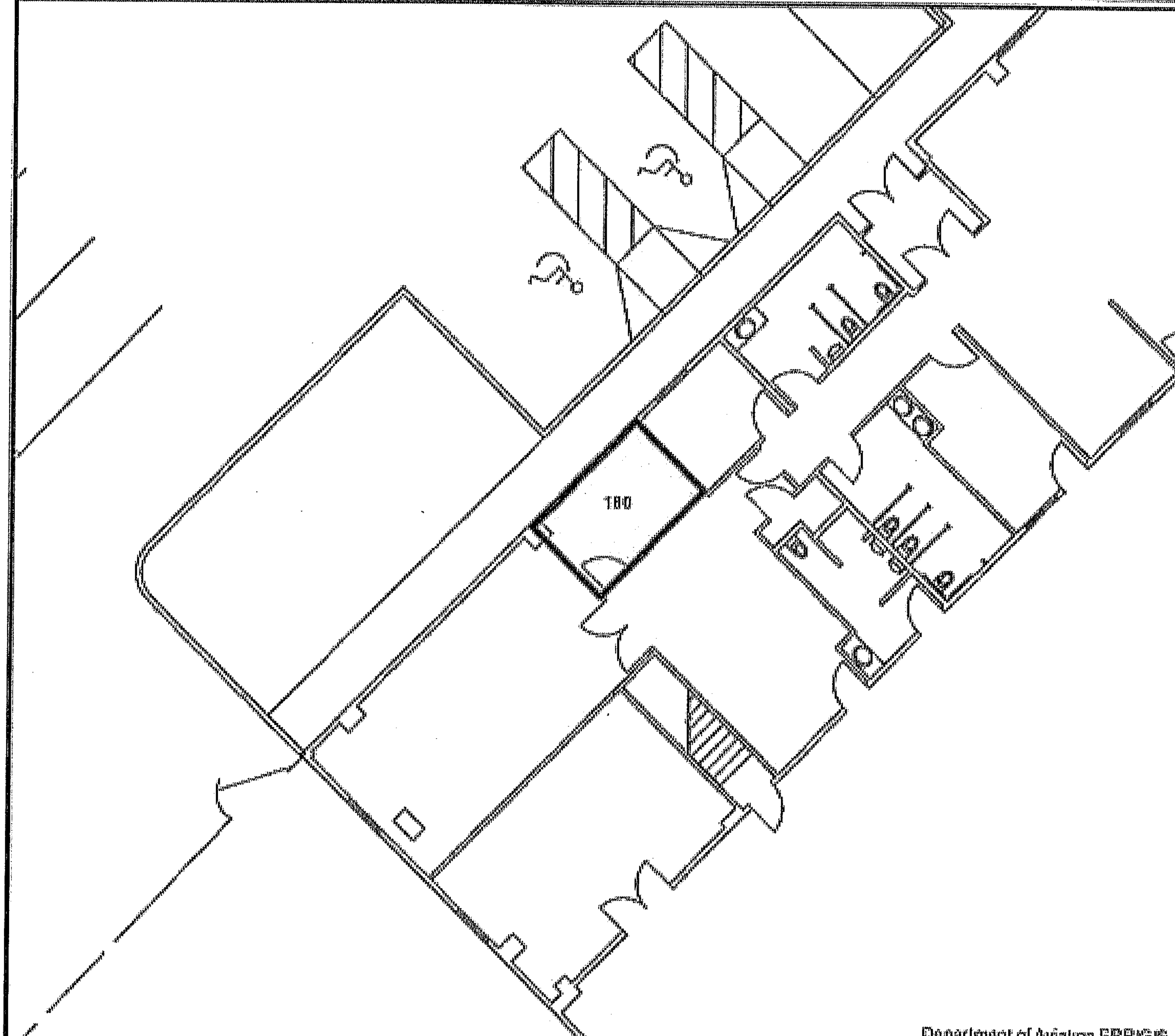
EXHIBIT B

KEY PLAN



SPACE ID(s):	2642AIRPT-L1-180
ASSIGNED SPACE(s):	AREA: 122.99 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.



Department of Aviation ERP/GIS

HND HENDERSON EXECUTIVE AIRPORT

VGT NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
OFFICE SPACE
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale 0 5 10 15 Feet

Date 4/16/2024

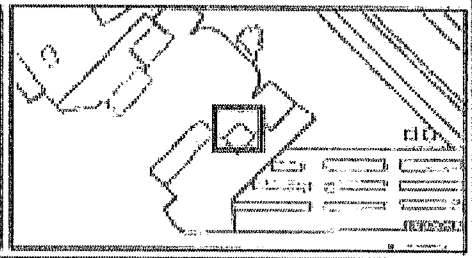
Drawing Number L24-0329

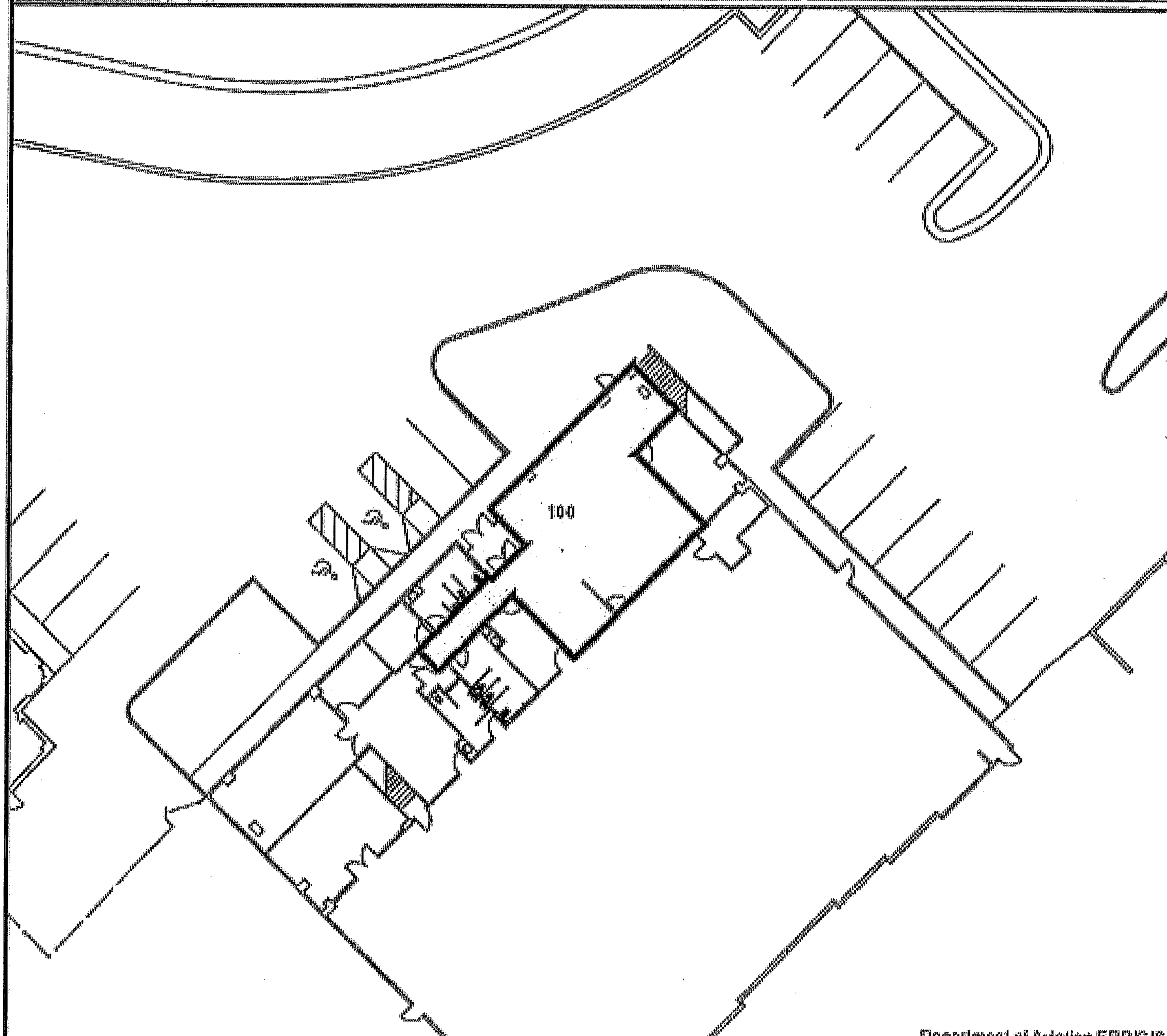
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-100	
ASSIGNED SPACE(s):	AREA: 1377.90 S.F.	BILLABLE: 1377.86 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

HND HENDERSON EXECUTIVE AIRPORT

VGT NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
OFFICE SPACE
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

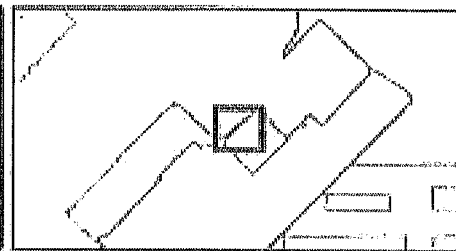
Scale: 0 10 20 30 Feet

Date: 7/2/2024

Drawing Number: L24-0331

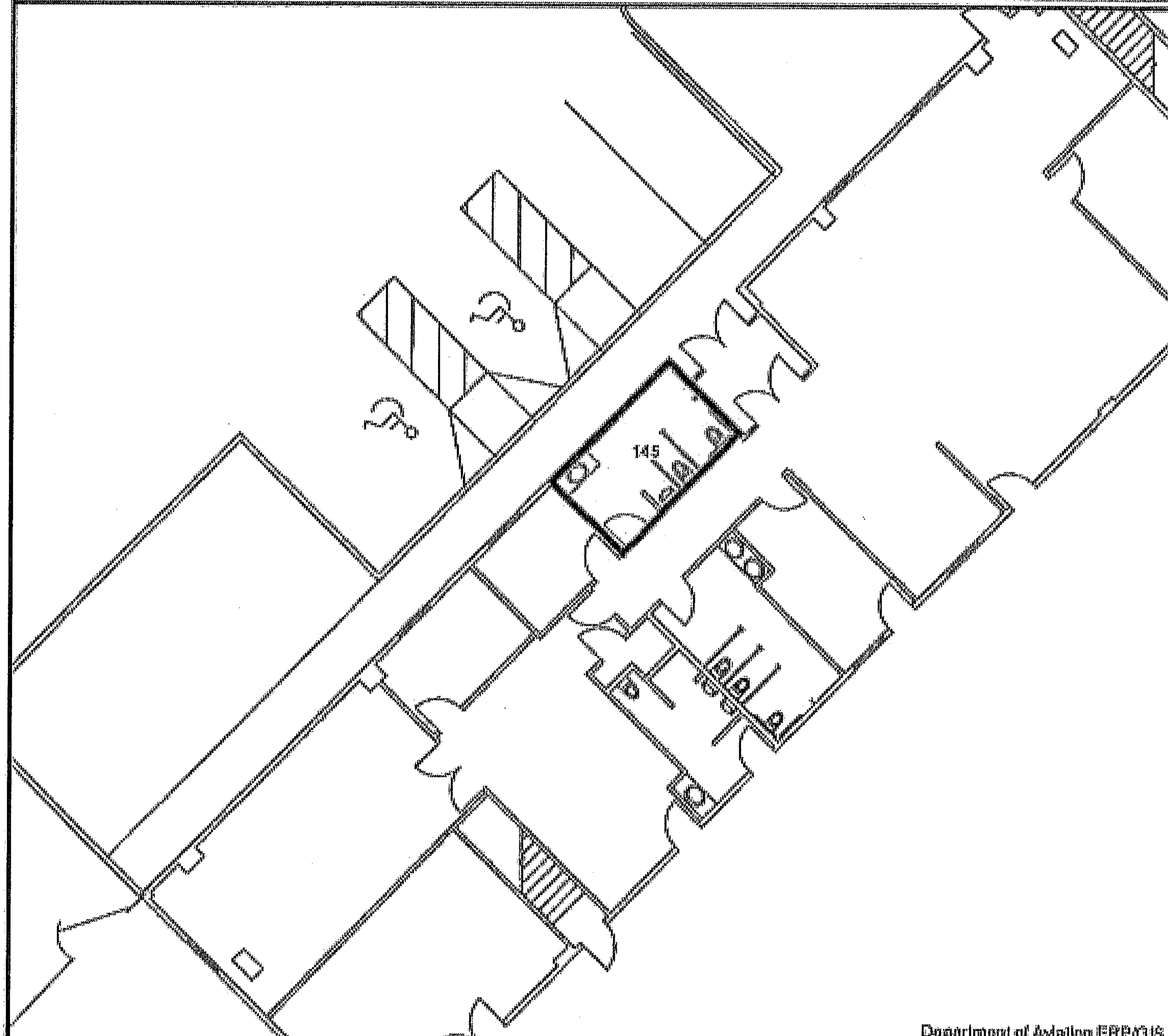
EXHIBIT B

KEY PLAN



SPACE ID(s):	2642AIRPT-L1-145
ASSIGNED SPACE(s):	AREA: 146.54 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.



Department of Aviation ERP/GIS

HENDERSON EXECUTIVE AIRPORT

NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
PUBLIC MEN'S RESTROOM
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale 0 5.5 11 16.5 Feet

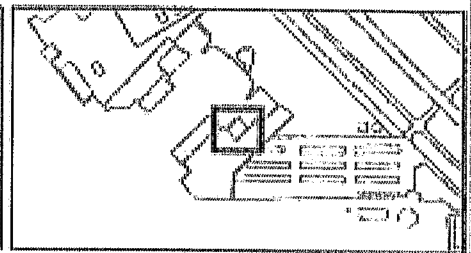
Date 4/16/2024

Drawing Number

L24-0333

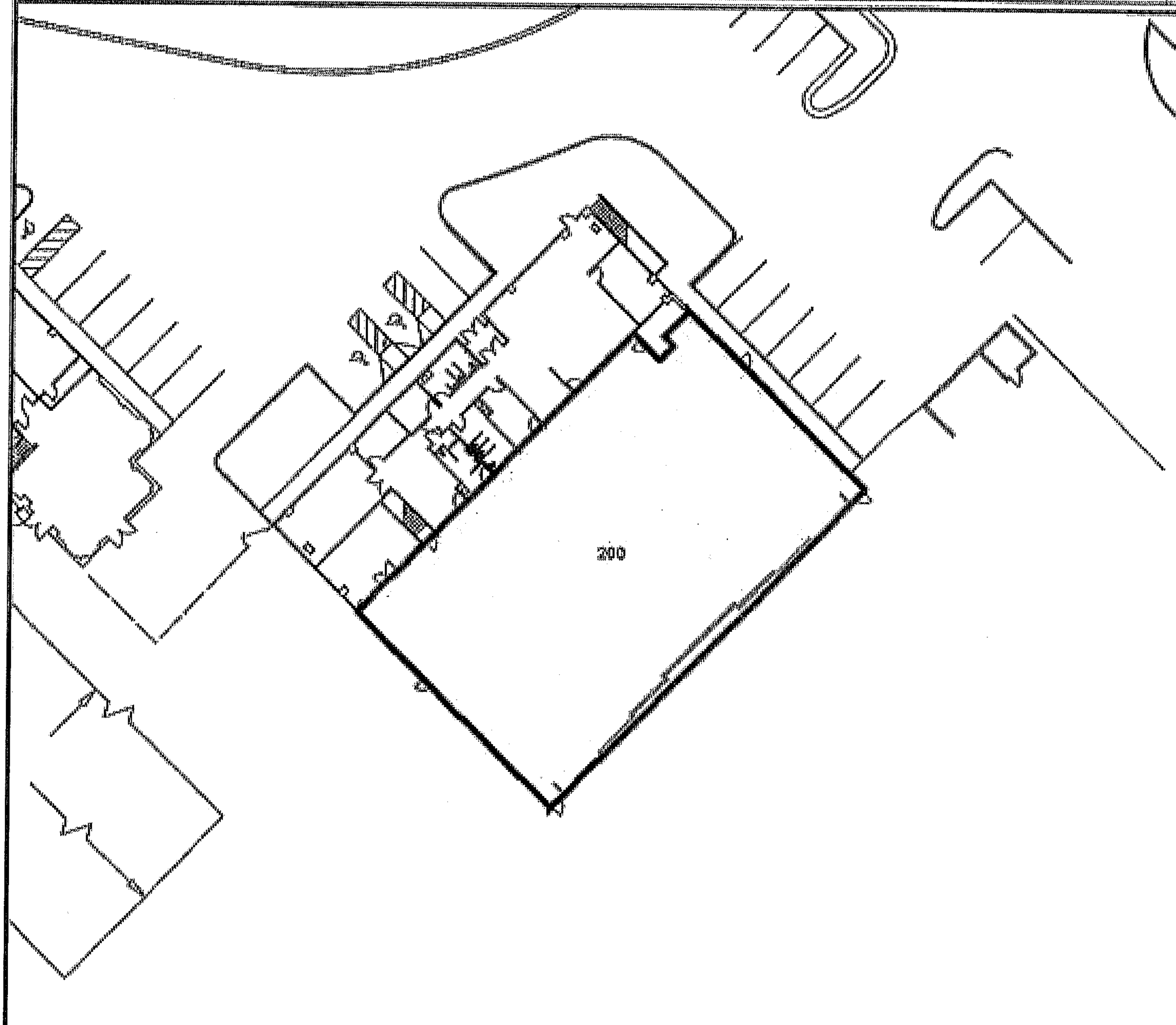
EXHIBIT B

KEY PLAN



SPACE ID(s):	2642AIRPT-L1-200
ASSIGNED SPACE(s):	AREA: 8693.32 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.



Department of Aviation ERP/GIS

HENDERSON EXECUTIVE AIRPORT

NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
HANGAR SPACE
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale
0 10 20 30 Feet

Date 4/16/2024

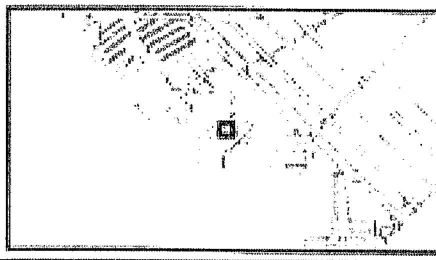
Drawing Number
L24-0335

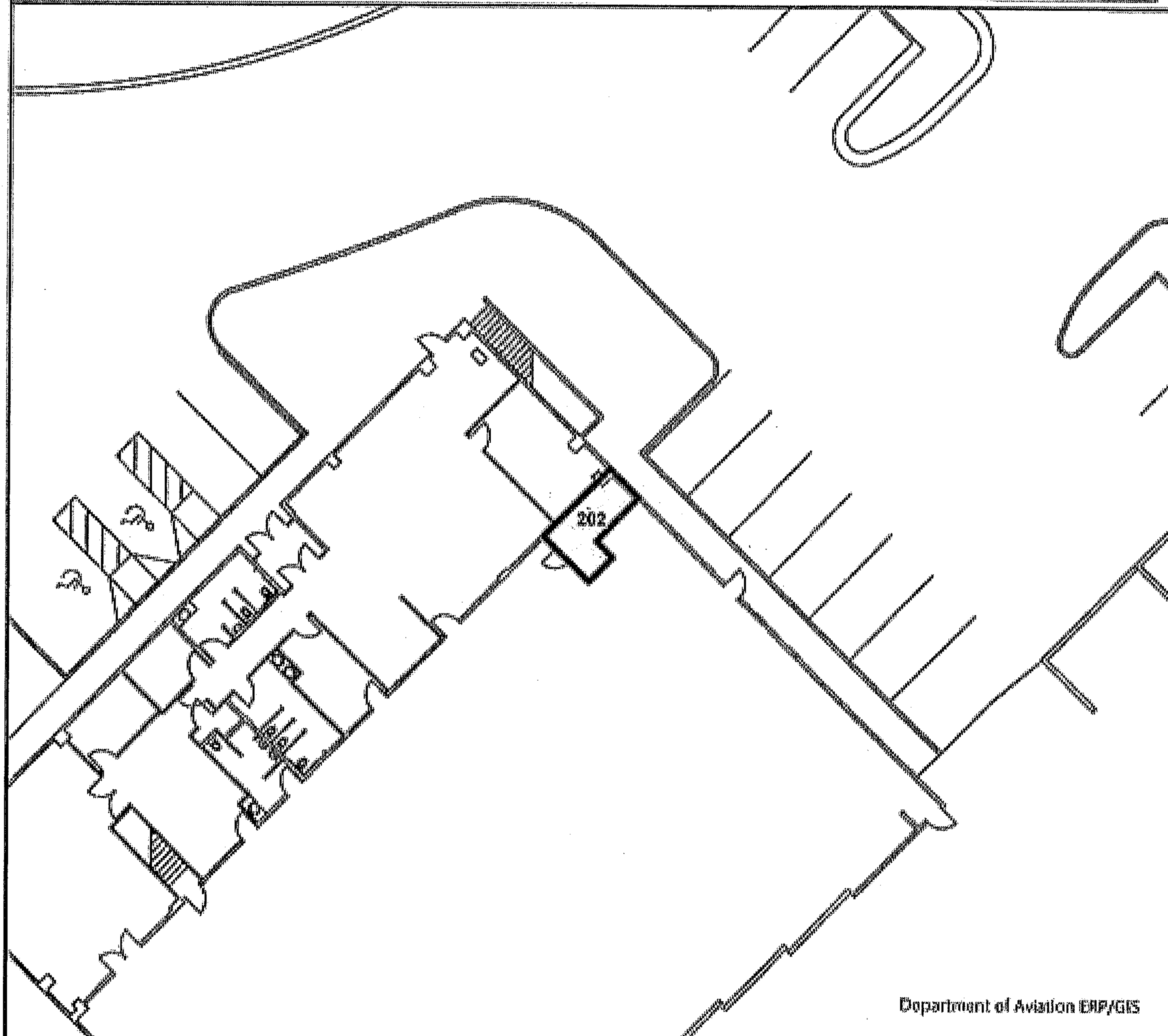
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-202	
ASSIGNED SPACE(s):		AREA: 113.64 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





HENDERSON EXECUTIVE AIRPORT

NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
OFFICE SPACE
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

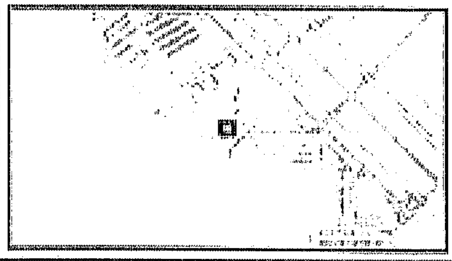
Scale: 0 9 18 27 Feet

Date: 1/26/2026

Drawing Number: L26-0024

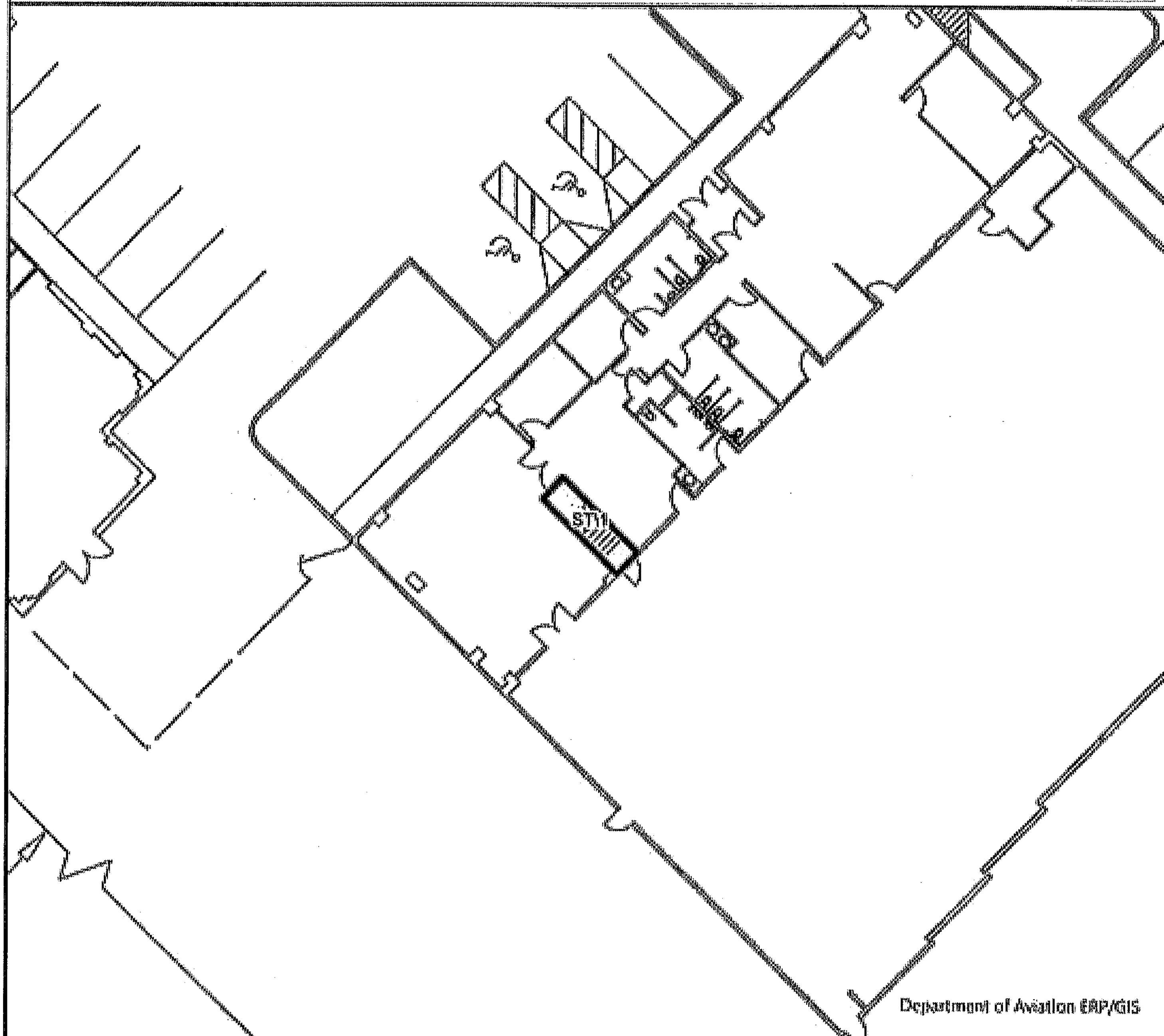
EXHIBIT B

KEY PLAN



SPACE ID(s):	2642AIRPT-L1-ST11		
ASSIGNED SPACE(s):		AREA:	74.32 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.



HND HENDERSON EXECUTIVE AIRPORT

VGT NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
STAIRS
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale

0 8.5 17 25.5 Feet

Date: 1/28/2026

Drawing Number

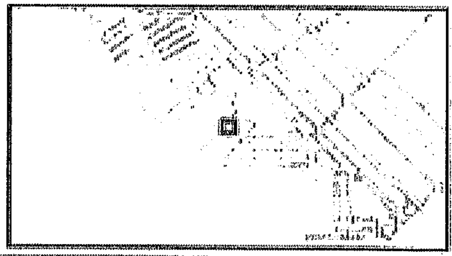
L26-0026

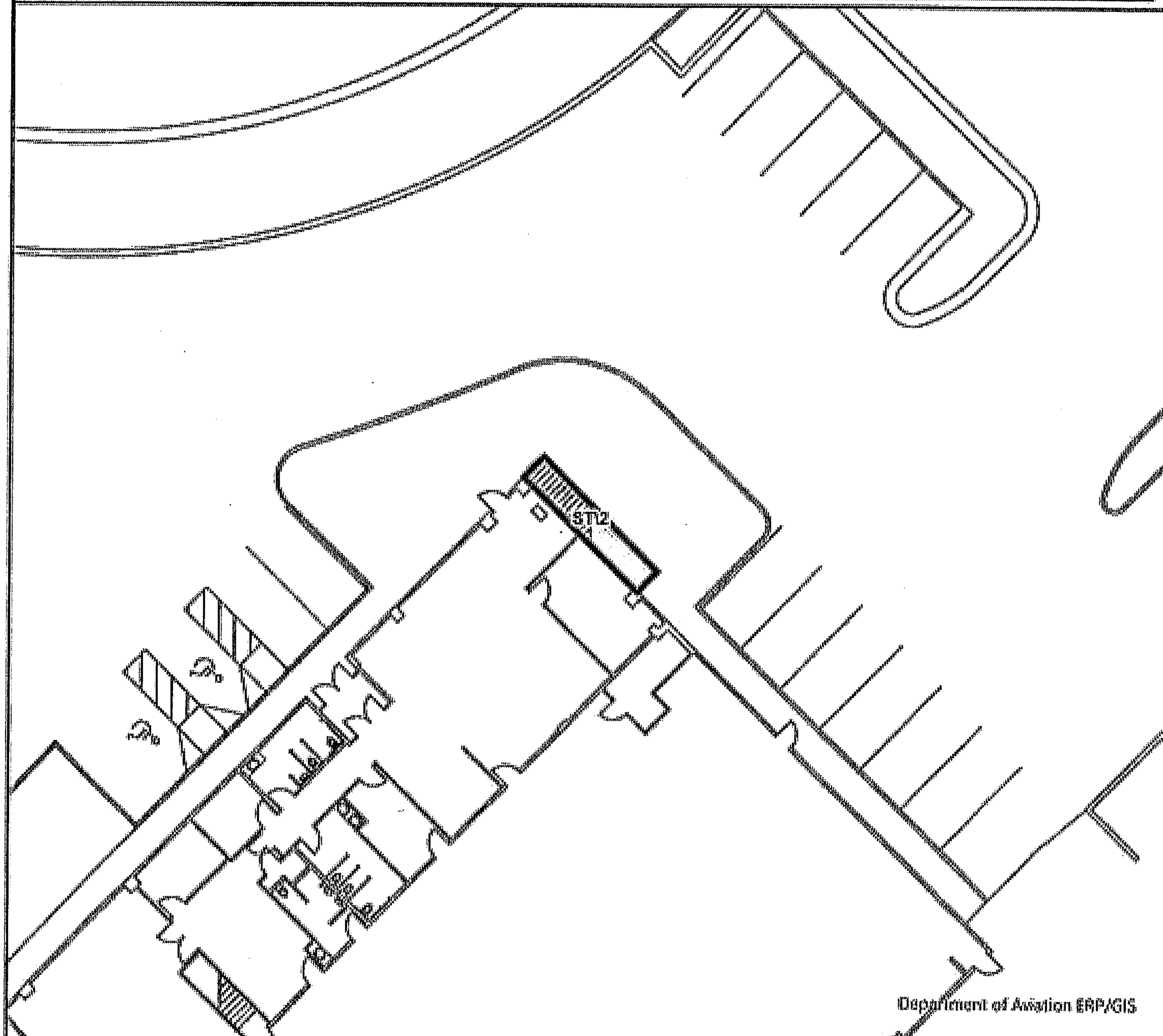
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-ST12
ASSIGNED SPACE(s):	AREA: 121.53 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





HENDERSON EXECUTIVE AIRPORT

NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
STAIRS
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale
0 9 18 27 Feet

Date: 1/28/2026

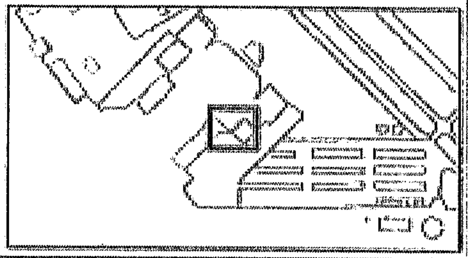
Drawing Number: L26-0029

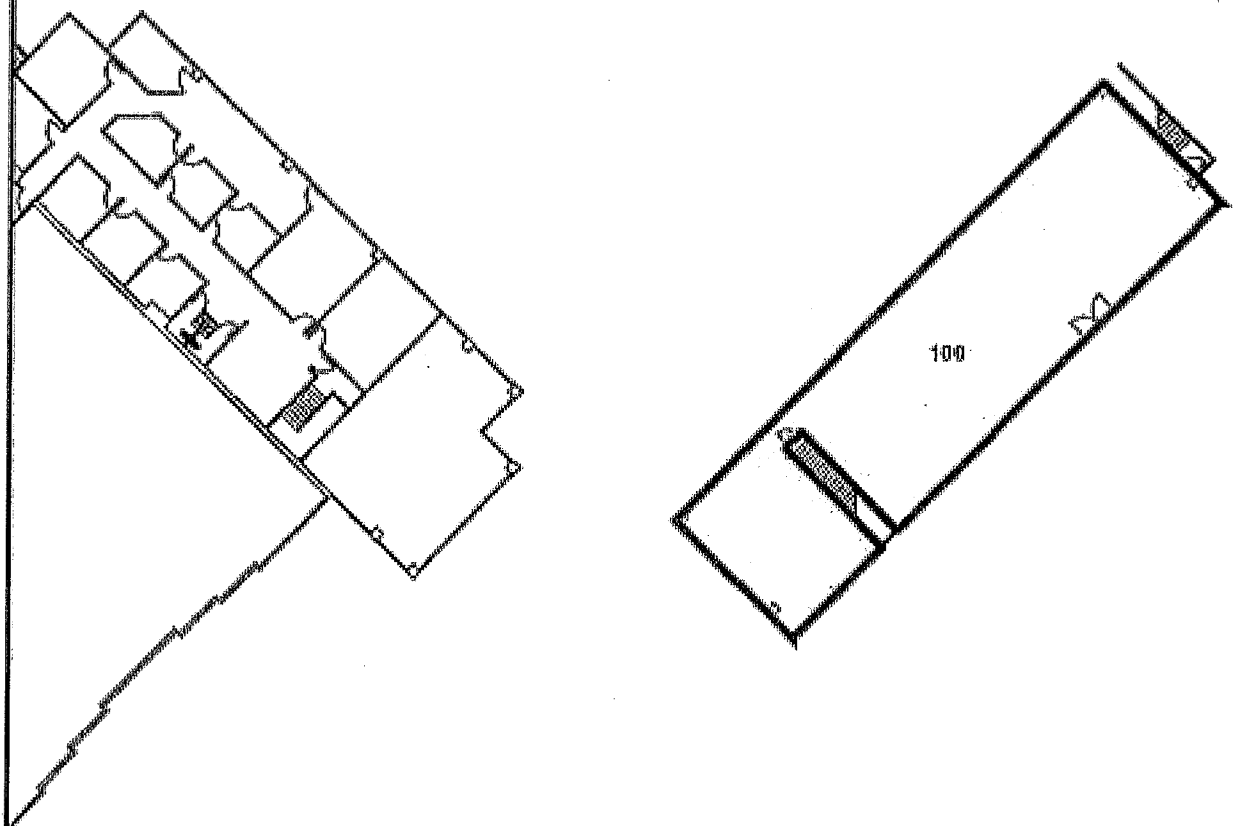
EXHIBIT B

SPACE ID(s):	2642AIRPT-L2-100		
ASSIGNED SPACE(s):		AREA:	3763.22 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

SAVAGE AVIATION, LLC

EXCLUSIVE USE SPACE

STORAGE

2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 2

Scale 0 10 20 30 Feet

Date: 7/24/2024

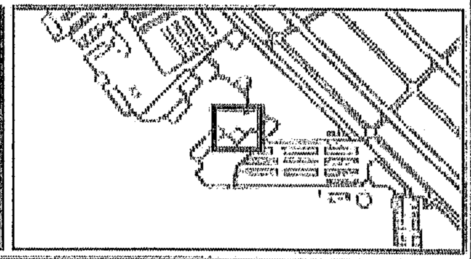
Drawing Number: L24-0340

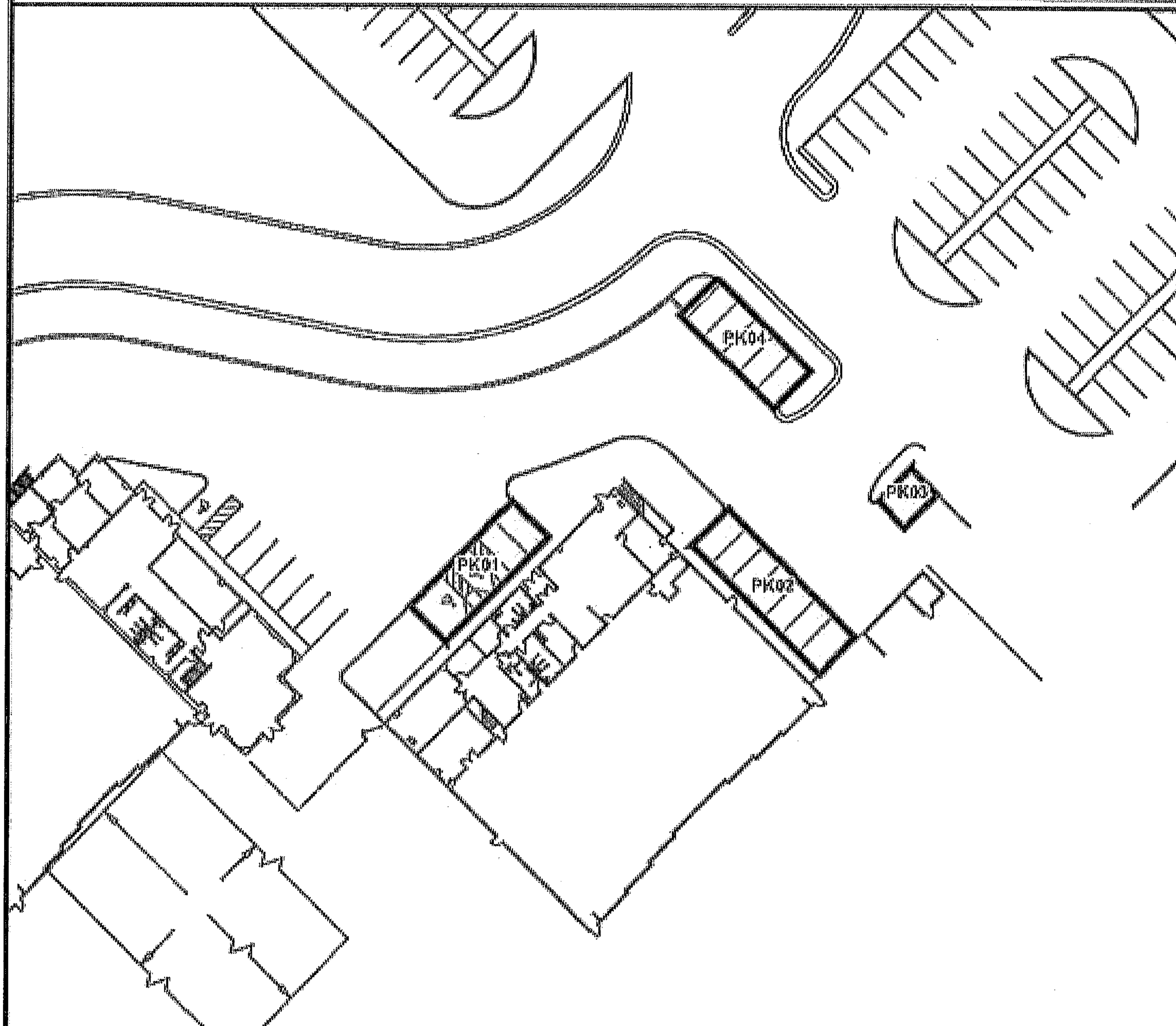
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-PK01,PK02,PK03,PK04
ASSIGNED SPACE(s):	AREA: 3394.42 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

HND HENDERSON EXECUTIVE AIRPORT

VGT NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
PARKING SPACE
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale 0 20 40 60 Feet

Date: 4/16/2024

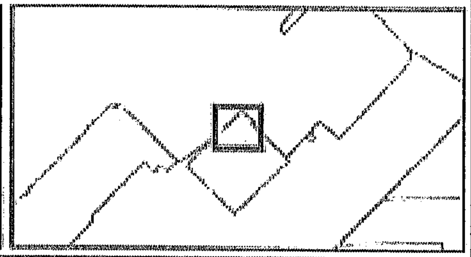
Drawing Number: L24-0342

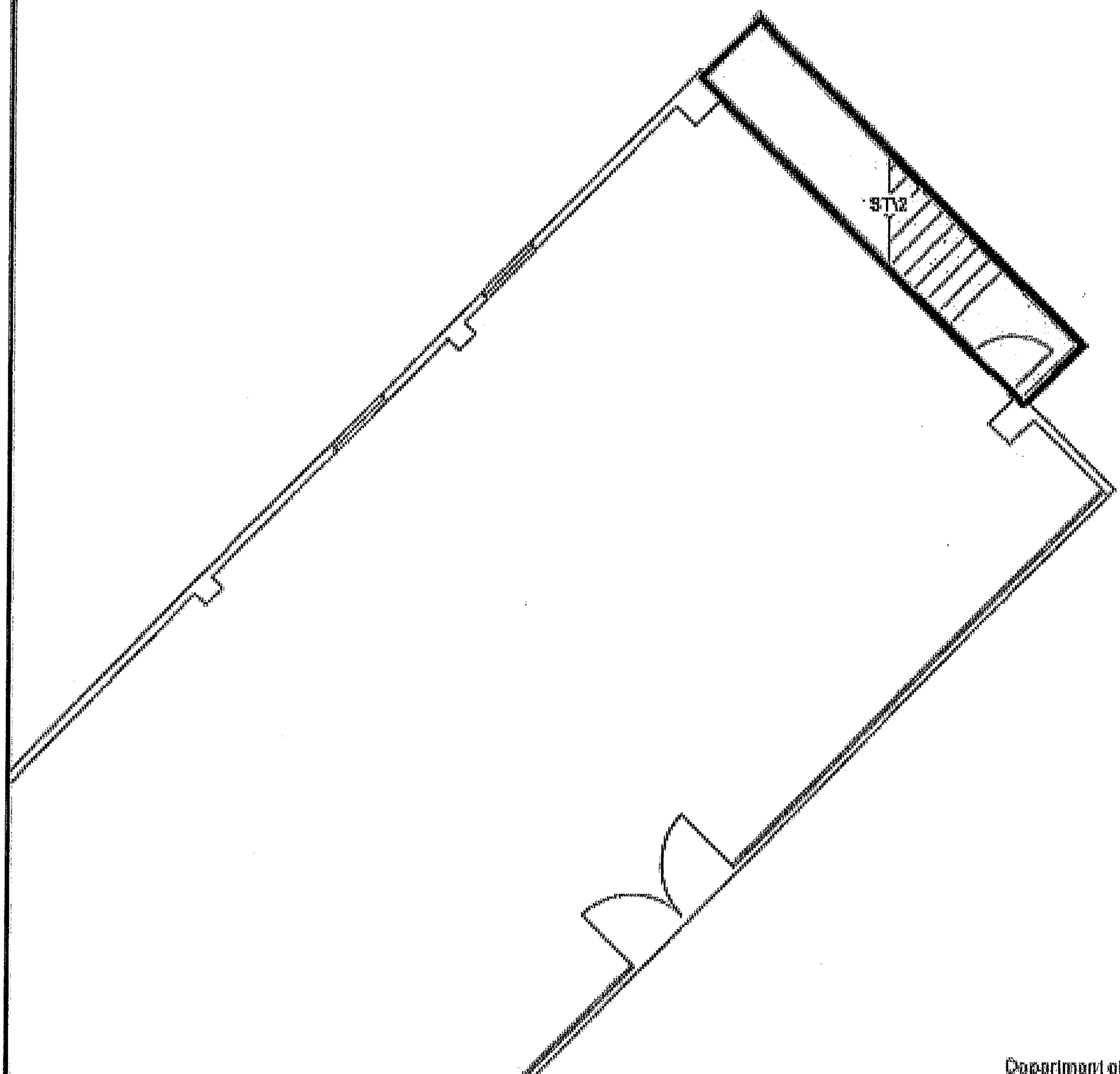
EXHIBIT B

SPACE ID(s):	2642AIRPT-L2-ST\2	
ASSIGNED SPACE(s):		AREA: 119.17 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
STAIRS
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 2

Scale: 0 3.5 7 10.5 Feet

Date: 4/16/2024

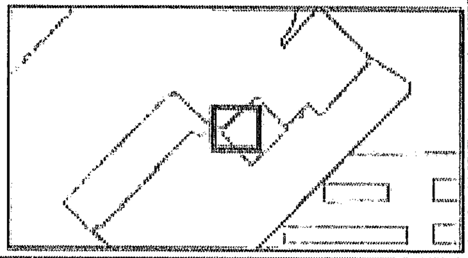
Drawing Number: L24-0345

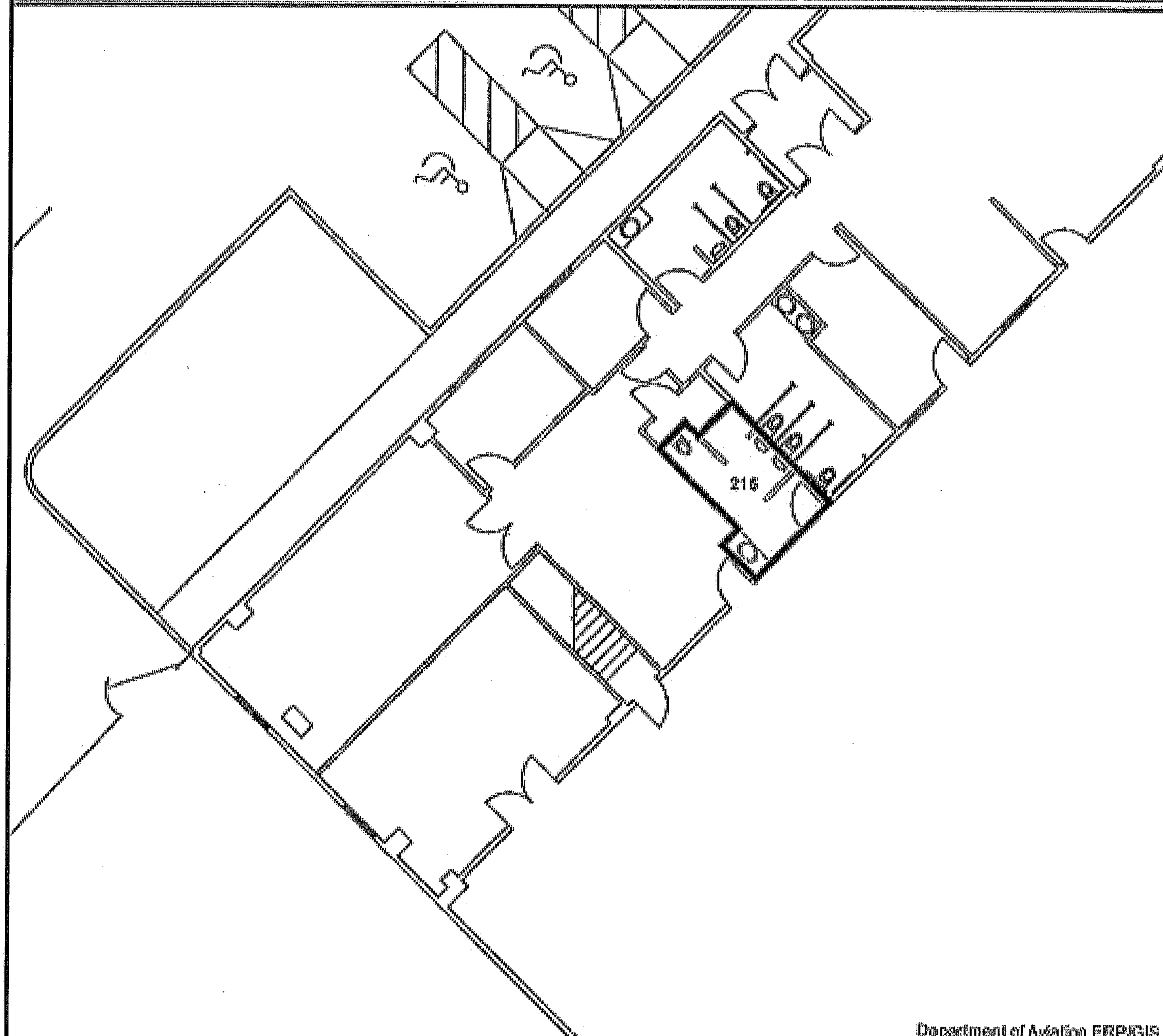
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-215	
ASSIGNED SPACE(s):		AREA: 118.99 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

HENDERSON EXECUTIVE AIRPORT

VGT NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
PUBLIC UNISEX RESTROOM
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale 0 5 10 15 Feet

Date: 4/16/2024

Drawing Number

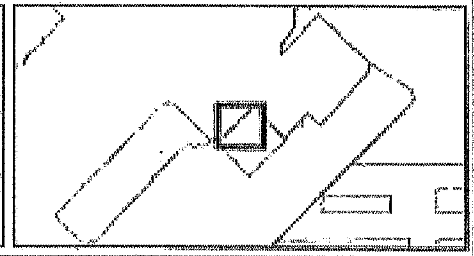
L24-0347

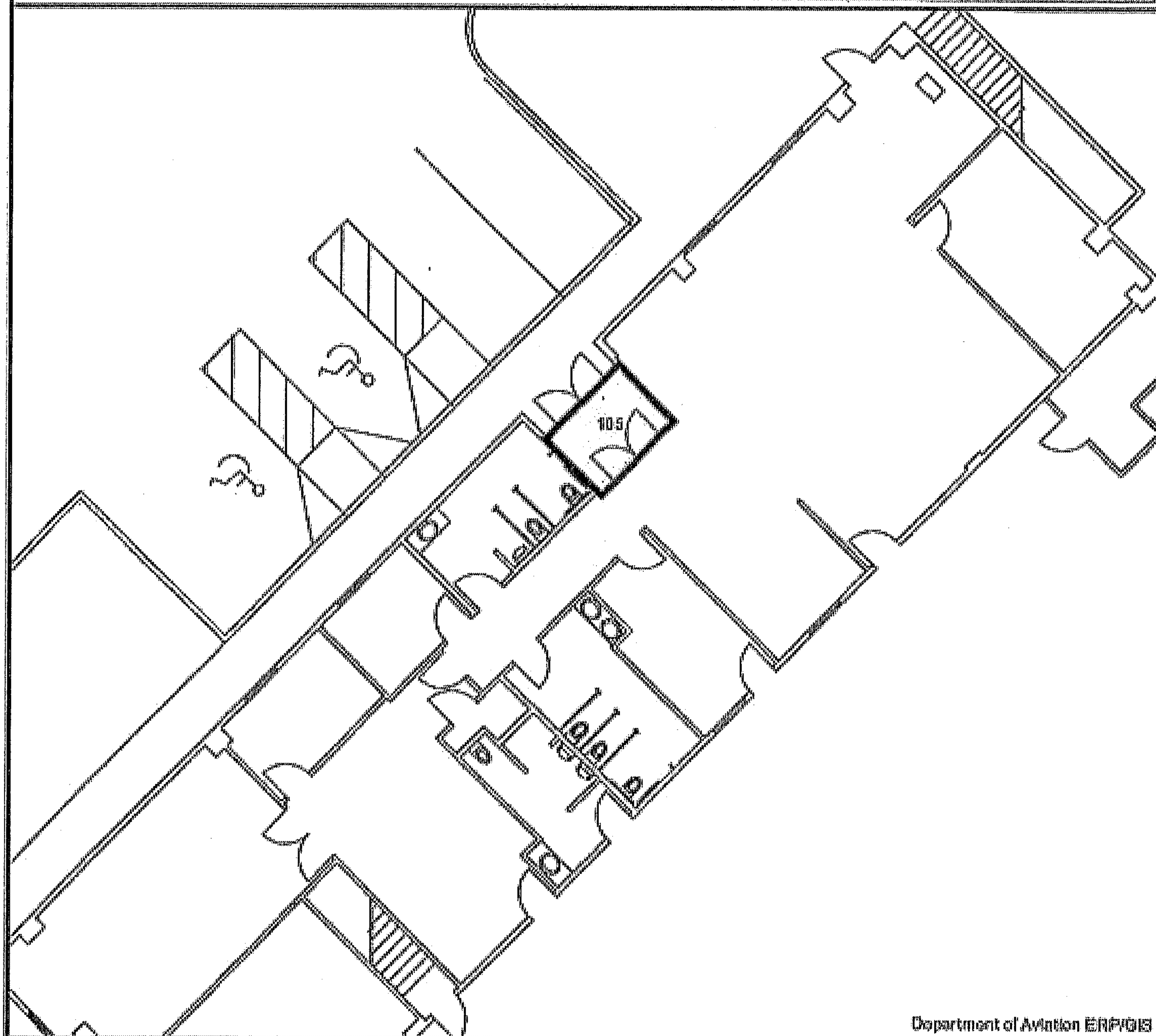
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-105		
ASSIGNED SPACE(s):		AREA:	88.64 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

HND
HENDERSON EXECUTIVE AIRPORT
VGT
NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
VESTIBULE
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale
0 5 10 15 Feet

Date: 4/16/2024

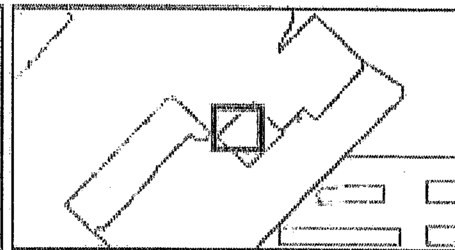
Drawing Number
L24-0353

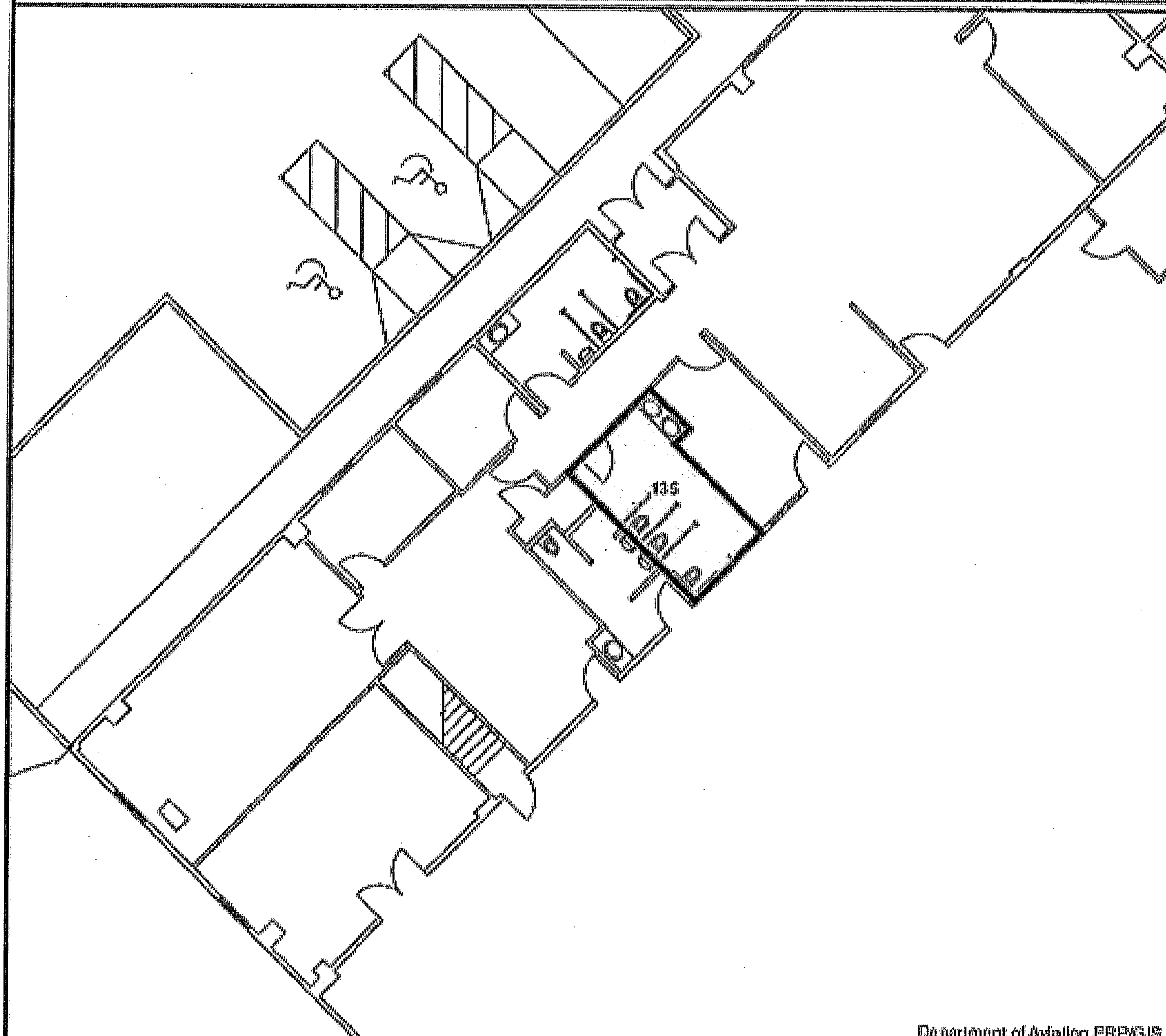
EXHIBIT B

SPACE ID(s):	2642AIRPT-L1-135
ASSIGNED SPACE(s):	AREA: 168.47 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

HENDERSON EXECUTIVE AIRPORT

NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
PUBLIC WOMEN'S RESTROOM
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 1

Scale: 0, 5.5, 11, 16.5 Feet

Date: 4/16/2024

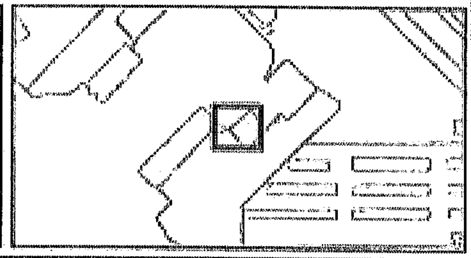
Drawing Number: L24-0356

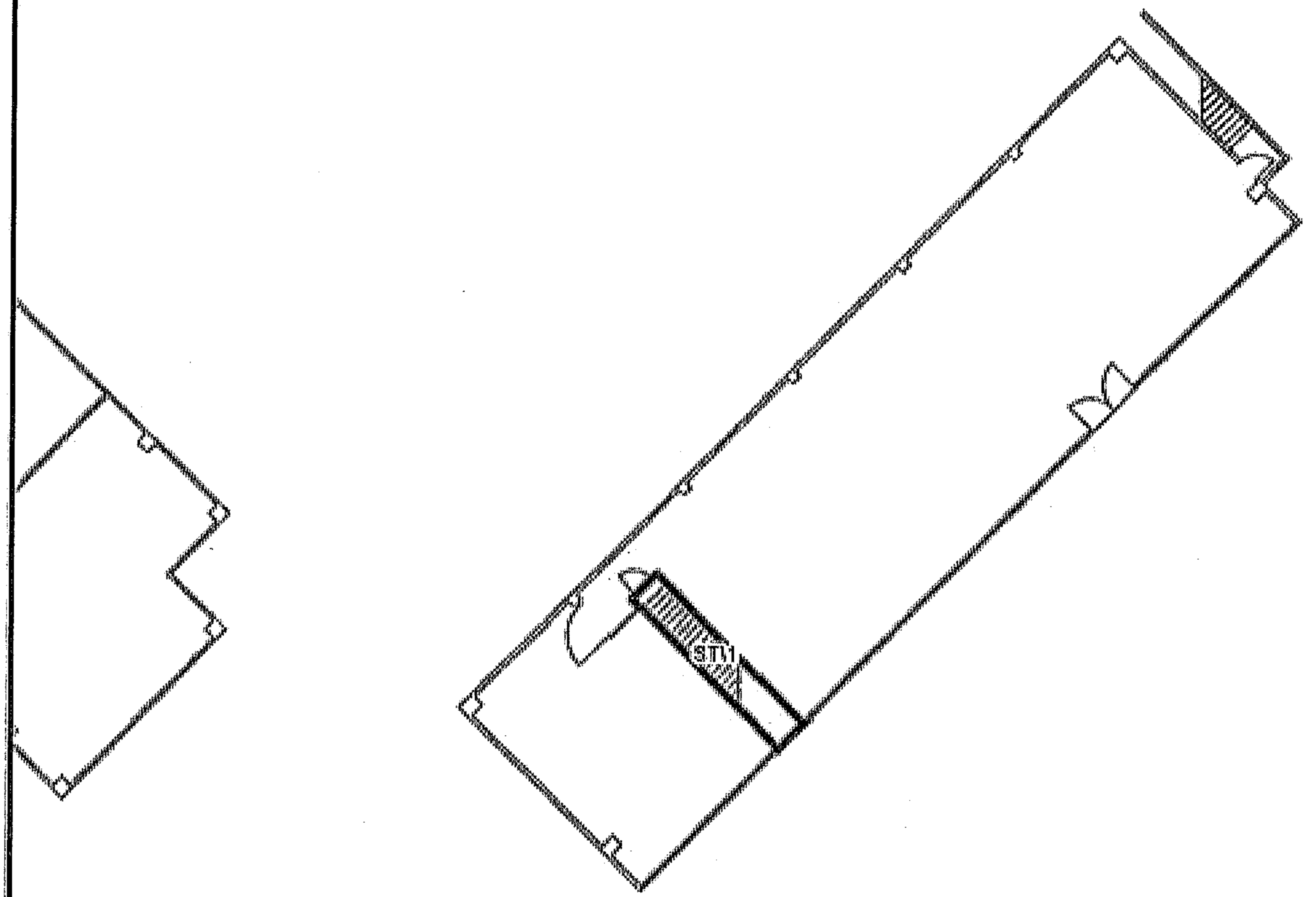
EXHIBIT B

SPACE ID(s):	2642AIRPT-L2-ST11		
ASSIGNED SPACE(s):		AREA: 120.35 S.F.	BILLABLE: 120.33 S.F.

Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.

KEY PLAN





Department of Aviation ERP/GIS

HENDERSON EXECUTIVE AIRPORT

NORTH LAS VEGAS AIRPORT

SAVAGE AVIATION, LLC
EXCLUSIVE USE SPACE
STAIRS
2642 AIRPORT DRIVE, NLV AIRPORT, LEVEL 2

Scale: 0 5 10 27 Feet

Date: 7/2/2024

Drawing Number: L24-0363

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐ Partnership	☑ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☑ MBE	☐ WBE	☑ SBE	☐ PBE	☐ VET	☐ DVET	☑ 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:

	Clark County Residents Employed: 7		
Corporate/Business Entity Name:	Savage Aviation LLC		
(Include d.b.a., if applicable)			
Street Address:	2642 Airport Drive	**Website:**	savageaviationllc.com / savageaviationcharters.com
City, State and Zip Code:	North Las Vegas, NV 89032	**POC Name:** / **Email:**	Nicholas Sacco / Nic@SavageAviationLLC.com
Telephone No:	702-683-7507	**Fax No:**	N/A
Nevada Local Street Address: (If different from above)	same as 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)
Nicholas Sacco	President	100% owner

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.

RGranito Esq.
Signature

Ruthann Granito, Esq.
Print Name

General Counsel and CFO
Title

May 6, 2026
Date

REVISED 1/3/2022

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	N/A	N/A	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