AMENDED AND RESTATED
LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT, hereinafter referred to as "Agreement," entered into this ___ day of __________________, 20___, hereby amends and restates the agreement, dated December 3, 1991, as amended by first amendment dated May 16, 1995 and second amendment dated November 8, 2006 (the "Existing Agreement"), by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter "County," and SIGNATURE FLIGHT SUPPORT OF NEVADA, INC., a Corporation authorized to do business in the State of Nevada, hereinafter "Company."

WITNESSETH:

WHEREAS, County is the owner and operator of the Clark County Airport System, which includes McCarran International Airport, hereinafter "Airport;" and

WHEREAS, Company desires to lease certain real property at the Airport for the purpose of the nonexclusive right and obligation to operate as a fixed based operator for general and corporate aviation purposes and for other business activities related thereto; and

WHEREAS, it is the desire of County and Company to amend the Existing Agreement to incorporate the Company’s current agreed upon Master Plan for utilization of the leasehold in accordance with the terms and conditions of the Agreement and to update the provisions in the Existing Agreement, including but not limited to the Airport Security Program language, to reflect the current provision language; and

WHEREAS, County and Company agree that this is an amended and restated lease agreement and that the new lease resulting from this amendment will replace the Existing Agreement in toto. To the extent of any inconsistency or conflict between the terms and conditions of the Existing Agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail and control; and

WHEREAS, a recap of the history of the Existing Agreement shall be retained in the attached Exhibit “B” and is made a part of this Agreement; and

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

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

ARTICLE I

1.1 DEFINITIONS

1.1.1 The term “Airport,” whenever used herein, means the McCarran International Airport and all property and improvements contained within its general environs at the Approval Date of this Agreement or at any other future date during the term of this Agreement.

1.1.2 The term “Approval Date,” whenever used herein, means the date this Agreement is approved by official action of the Board of County Commissioners.

1.1.3 The term “Charter Flight,” whenever used herein, means flights operated by air carriers,
helicopters, or other air transportation companies, which are operated intermittently and whose schedules are not published in the Official Airline Guide (OAG).

1.1.4 The term "Company," whenever used herein, means SIGNATURE FLIGHT SUPPORT OF NEVADA, INC., a corporation authorized to do business in the State of Nevada, operating as a fixed based and regional carrier terminal operator at McCarran International Airport.

1.1.5 The term “Commence Construction,” whenever used herein, means commencing construction of the Improvements, including corporate hangars on the Premises by Company and causing its construction contractor to have access to and have occupancy and control of the area and to begin actual site development and construction of the Improvements of the Premises thereto.

1.1.6 The term “Commercial Aviation Activity,” or “Third Party Commercial Aviation Activity,” whenever used herein, means any commercial aviation business, duly licensed and authorized by written agreement with the Company and approved in writing by the County Designated Representative, to provide aeronautical activities or aeronautical services, 1) which contributes to or is required for the safe operation of aircraft; 2) which has an operational requirement of its location to be physically located at the Airport; and 3) which provides such services for hire or profit. These activities include, but are not limited to, aircraft support services, catering, overnight transient hangar rental, charter flight operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, aircraft sales and services, repair and maintenance of aircraft, or sale of aircraft parts, flight schools, aircraft refurbishing and parts distribution. Aeronautical services include, but are not limited to any service, which involves, makes possible or is required for the operation of aircraft. Company shall obtain prior written approval from County Designated Representative prior to the start up of any Commercial Aviation Activity by Company, its tenants, or sublessees, as further described in Section 1.4 USE OF PREMISES of this Agreement.

1.1.7 The term “Construction Completion Date,” whenever used herein, means the date construction has been completed for the improvements on the Premises, as identified in Section 1.3 PREMISES of this Agreement or as evidenced by a valid Certificate of Occupancy or Temporary Certificate of Occupancy, whichever event occurs first. Company shall notify County in writing of its receipt of such permanent or Temporary Certificate of Occupancy and provide a copy to County Designated Representative within thirty (30) days of its issuance.

1.1.8 The term “County,” whenever used herein, means Clark County, Nevada as represented by the Clark County Board of Commissioners and where this Agreement speaks of “approval by County,” such approval means action by the Clark County Board of Commissioners.

1.1.9 The term “County Designated Representative (CDR).” whenever used herein, means the Director of Aviation of the Clark County Airport System, including McCarran International Airport, or designee acting on behalf of the County. County will notify Company of any changes in the CDR, in writing.

1.1.10 The term “Department of Aviation (DOA),” shall refer to the department of Clark County responsible for the management and oversight of the County’s Airport System, which includes McCarran International Airport.
1.1.11 The term "Director of Aviation," shall mean Director of Aviation or acting Director of Aviation of the Department of Aviation as may from time to time be appointed by the County and shall include such person or persons as may, from time to time be authorized, in writing, by County or by the Director of Aviation to act for him with respect to any or all matters pertaining to this Agreement.

1.1.12 The term "Effective Date," whenever used herein, means the date on which the Company has the right to possess the Premises, together with the obligation to comply with the required and applicable provisions of this Agreement, and on that date all applicable terms and conditions of this Agreement are in full force and effect.

1.1.13 The term "Emergency," as used herein is defined as any situation, health or safety concern, incident, or action that is determined at the CDR’s sole discretion, may cause structural, hazardous or other similar catastrophic damage to the Premises or surrounding areas.

1.1.14 The term "Environmental Laws," whenever used herein, means any one or all of the laws and/or regulations of the Environmental Protection Agency or any other federal, state, or local agencies, including, but not limited to, the regulations listed below, as the same are amended from time to time. The term "Hazardous Material," whenever used herein, means the definitions of hazardous substance, hazardous materials, toxic substance, regulated substance or solid waste as defined in the applicable regulations, including, but not limited to, the regulations listed below, as the same may be amended from time to time:

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

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

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

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

CLEAN WATER ACT (42 U.S.C. Section 1251 et seq.)

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

SANITATION (Nevada Revised Statutes, Chapter 444)

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

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

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

and all present or future regulations promulgated thereto.

DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101) and amendments thereto.
ENIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)

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

And all present or future regulations promulgated thereto.

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

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

1.1.15 The term “Release,” whenever used herein, means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any hazardous waste.”

1.1.16 The term “Fixed Based Operator” or “FBO,” whenever used herein, shall mean a person, firm, or organization, subject to the provisions of this Agreement, engaging in a business that provides a range of basic services to general aviation. Services may include, but are not limited to, the selling, servicing, renting or leasing of new and/or used aircraft, parts, aircraft accessories and hardware; renting or leasing office and shop space for aviation related services; custom repair, overhauling and modification of general accessories and hardware; overhauling and modification of aircraft and/or aircraft equipment; and includes, but is not limited to, the conducting of charter flight services, overnight transient aircraft storage, fueling, line service, arrival guidance, hangar storage, aerial photography, food service, advertising, map-making, aerial firefighting or crop dusting services.

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

1.1.18 The term “Master Plan” and “Approved Master Plan,” whenever used herein, shall mean the specific description of the entire development of the Premises, including time lines for the development of the Premises and any other pertinent information, as more fully described in Section 1.12. The Approved Master Plan shall mean the Master Plan as finally approved by the CDR.

1.1.19 The term “Premises,” whenever used herein, means that area depicted in Exhibit “A,” more fully described as Airport Engineering Drawing No. L-2062, Sheet 1 of 1, dated 4/05, including all buildings, Improvements, fixtures, tenements, rights, easements, privileges and appurtenances belonging, attached or appertaining to such assigned area on
the Approval Date or at any time thereafter.

1.1.20 The term "Sublessee," whenever used herein, means all persons or firms with sublease arrangements with Company to provide any type(s) of specialty service(s) to general or corporate aircraft, which are required to be performed by Company under Section 1.4, USE OF PREMISES.

1.2 TERM

1.2.1 The Term of this Agreement will commence on ________________, and will continue for a period of forty (40) years (Initial Term), with two (2) five (5) year options to renew after the Initial Term, through ________________ (Expiration Date), unless otherwise terminated as provided in Section 1.2.2, Section 2.16 TERMINATION BY COUNTY, or Section 2.17 TERMINATION BY COMPANY of this Agreement.

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

1.3 PREMISES

1.3.1 County does hereby demise and let unto Company, and Company does hereby take from County certain real property, as depicted in Exhibit "A," Airport Engineering Drawing No. L-2062, Sheet 1 of 1, dated 4/05, attached hereto and by reference made a part hereof, hereinafter referred to as "Premises," as follows:

Signature Flight Support of Nevada, West Side Airfield Lease Area
Three Million Six Hundred Eighty-Two Thousand Two Hundred Sixty-Six (3,682,266) square feet (total)
Exhibit A: Airport Engineering Drawing No. L-2062, Sheet 1 of 1, dated 04/05

1.3.2 Company has had leasehold control of the Premises and has been responsible for all conditions of the Premises since December 3, 1991, and therefore acknowledges and accepts the Premises "AS IS," including, but not limited to, grades, soil conditions, and drainage with no further responsibility to Company by County for any present or further improvements, soil remediation, or other maintenance thereof, including the existence of any utilities and public roadways and the potential need to cap off or otherwise abandon such utilities and/or roadways.

1.3.3 Ownership of the facilities and the Improvements thereon 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 equipment, shall vest in County. County shall have the right to require removal by Company of all trade equipment and Company may have thirty (30) days to remove such trade equipment, as outlined in Section 2.19, REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION.

1.3.4 Company understands and acknowledges that any use as defined in Section 1.4 USE OF PREMISES shall conform to the current Federal Aviation Administration (FAA) approved Airport Layout Plan (ALP). Should any requested use alter the approved ALP, Company shall comply with Section 1.3.4 of the Agreement. Company further agrees that said uses as defined in Section 1.4 USE OF PREMISES may be on the approved
ALP, however, in accordance with the National Environmental Policy Act (NEPA), an Environmental Impact Study (Study) may be required.

1.3.5 Company understands that a NEPA Study ("Study") may be required and must be approved by the FAA prior to the commencement of any construction. The DOA will perform and pay for the Study; however, Company will be required to provide a final construction layout design within ninety (90) days following the approval date.

1.3.6 In the event that either the Construction Commencement Date or the Construction Completion Date of the Improvements has not occurred within the time frames established in the Approved Master Plan for this Agreement, due to circumstance beyond the control of Company, CDR may extend the Construction Commencement Date or the Construction Completion Date of the Improvements for a period as reasonably determined by CDR. In no event, however, will the extension period be longer than the commensurate time affected by the circumstances beyond the control of Company. It is expressly understood that the actions of Company and/or its tenants, sublessees, contractors, subcontractors, or other related parties are deemed to be within the control of Company.

1.4 USE OF PREMISES

Upon performance of the agreements, provisions and conditions contained in this Agreement, Company will have use of the Premises for the purposes described hereinafter and for activities incidental or related thereto, which will include the nonexclusive right and obligation to operate as a Fixed Based Operator for general and corporate aviation purposes and for other business activities related thereto, and for no other purposes except as may be approved in writing by CDR.

1.4.1 Company's rights and obligations may be performed by one or more Sublessee(s) or independent contractor(s), which are subject to CDR's prior written approval, are competent to provide such services, and shall be subject to the terms and conditions of this Agreement. Said independent contractor(s) shall be required to first obtain a permit or written agreement from County. Services permitted under this Agreement shall include the following:

1.4.1.1 Required Fixed Based Operator Services

A) Line Services, Fuel & Oil, Tie Downs, Minor Maintenance, and Washing.

B) Arrival Guidance.

C) Hangar Storage.

D) Aircraft Storage. Rental of tie-downs or shade hangar space on the leased Premises.

E) Fueling. Sale and dispensing of a selection of aircraft fuels, propellants and lubricants of sufficient ratings, grades, quality and quantity to meet the needs of the fixed based operations.

F) Overnight Transient Aircraft Storage. Accommodate transient aircraft remaining for one or more nights with sufficient hangar and tie down
spaces at the designated locations determined in the Approved Master Plan or make other arrangements for customers using a reservation system maintained by Company during peak periods and special events. In addition, Notices to Airmen (NOTAMS) will be issued by Company regarding hangar and tie down space.

1.4.1.2 Services permitted under this Agreement may include the following:

A) **Airframe and Power Plant Repair Services and Facilities.** Sufficient hangar space, paved outside parking area for aircraft, and paved access to the runway-taxiway system.

B) **Specialized Repair Services.** Sales, installation, service, repair and exchange of new and used aircraft radios, instruments, propellers, and accessories.

C) **Aircraft Sales.** Purchase, sale, exchange and brokerage of new and used aircraft.

D) **Aircraft Rental and Leasing.** Sufficient office space, aircraft display area, telephone, and aircraft inventory.

E) **Private Aircraft Charters and Affinity Charters.**

F) **Specialized Flying Services.**

G) **Flying Clubs.**

H) **Customs Facility.** U.S. Customs operations with prior approval of all appropriate government agencies.

I) **Company may rent office and terminal areas at the Premises to tenants for the purpose of aeronautical related uses.**

J) **Advertising.** Advertising may be permitted in the FBO terminal areas at the Premises with prior written approval and conditions from the CDR.

1.4.2 Company will not use the Premises for the following purposes:

A) **Flight Training.**

B) **Commercial Air Carrier and/or Commercial Charter Flight Operations.**

C) **Gaming.** No gaming of any form will be allowed without Company’s first having obtained the written approval of the County.

1.4.3 **Fixed Based Operator Obligation.** During the term of this Agreement, Company will provide such commercial aeronautical services and activities as set forth in this Agreement above. Failure by Company to provide all commercial aeronautical services and activities as required in Section 1.4.1.1 above will be considered a material breach of the provisions of this Agreement and this Agreement will be subject to termination by County as provided in Section 2.16, TERMINATION BY COUNTY.

1.4.4 **Aircraft Owners Rights.** It is understood and agreed by Company that no right or
privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. Such services that are performed by others may only be provided by persons and or company’s authorized to do business at the Airport.

1.4.5 Helicopter Operations. Upon completion of the proposed new heliport facility by County, Company will work in good faith with County to encourage relocation of helicopter facilities from the leased Premises to the proposed new heliport facility and Company will not approve any new sublease(s) or extend any existing sublease(s) for helicopter operations.

1.4.6 Within ten (10) days of a request from the CDR, Company shall furnish a list of sublessees, commercial vendors, contractors, suppliers, service providers and the authorized services that each provides. Company shall notify CDR within ten (10) days of any modification to the list regarding termination of the sublessees and/or the commercial aviation services that they are providing at the Airport, as may be modified from time to time.

1.4.7 Company shall be allowed to provide facilities for Third-Party Commercial Aviation Activities, as defined in Section 1.1.6 of this Agreement. Company shall propose each activity to be conducted by Company, tenant, or sublessee and obtain prior written approval from the CDR for each proposed service to be conducted on the Premises. Approval of any Commercial Aviation Activities proposed by Company, tenant, or sublessee shall be solely at the discretion of the CDR and shall be subject to, at a minimum, reasonable planning and operational issues or other such reasonable restrictions related to the Airport, as determined solely by the CDR.

1.4.8 Company shall obtain prior written approval from the CDR to start up or otherwise provide any services that are not specifically included and authorized under this section of the Agreement.

1.4.9 Company has the nonexclusive right of reasonable ingress and egress from its Premises over Airport System roadways, including common-use roadways, subject to any rules or security regulations which may have been established or shall be established in the future by the County, the FAA, Transportation Security Administration (TSA), and/or the State of Nevada. Such right of reasonable ingress and egress shall apply to the Company’s employees, sublessees, tenants, guests, patrons, invitees, suppliers, or other authorized individuals. The right of ingress and egress likewise applies to the transport of equipment, material, machinery and other property related to Company’s authorized business under this Agreement. Company will have the nonexclusive right, in common with other Airport tenants and the general public, for ingress and egress to the Airport. Company will not have the right to free parking of vehicles in the Airport’s public parking lots for Company, its employees, sublessees, tenants, agents, representatives, clients, customers, contractors, or subcontractors.

1.4.10 Any violation of this Section 1.4 by Company may be cause for termination of this Agreement, by County, after all notice and a right to cure as provided in Section 2.16.3 of this Agreement. Upon the occurrence of such an event, Company will not hold County liable for any costs, which may be incurred, or any claims associated with the termination by the County.
1.5 RENTS AND FEES PAYABLE TO COUNTY

1.5.1 Upon the Approval Date of this Agreement, Company agrees to pay to the County, monthly in advance, on or before the fifteenth (15th) day of each month, the following rentals and fees:

1.5.2 Land Rental Fees: Company agrees to pay to County as rental for the Premsises as follows:

1.5.2.1 The Land Rental Fees for all of the area defined in Exhibit “A,” which is the Airport Engineering Drawing No. L-2062, Sheet 1 of 1, dated 04/05, commenced at the rate of Fifty Cents ($0.50) per square foot per annum on January 1, 2004 and will continue at the above rate through December 31, 2008. At that time, the rental rate will be adjusted to the rental rate as defined in Section 1.5.2.2 below.

1.5.2.2 Signature Flight Support of Nevada, Inc. West Side Airfield Lease Area Assigned Area: Approximately Three Million Six Hundred Eighty-Two Thousand Two Hundred Sixty Six (3,682,266) square feet

Rate:

January 1, 2009 through December 31, 2009: Seventy-Five Cents ($0.75) per square foot per year (PSFPY) [Two Million Seven Hundred Sixty-One Thousand Six Hundred Ninety-Nine and 50/100 ($2,761,699.50) Dollars annually; Two Hundred Thirty Thousand One Hundred Forty-One and 63/100 ($230,141.63) Dollars monthly]; and

January 1, 2010 until such time as an increase is assessed pursuant to Section 1.5.7, below: One Dollar ($1.00) PSFPY [Three Million Six Hundred Eighty-Two Thousand Two Hundred Sixty-Six and 00/100 ($3,682,266.00) Dollars annually; Three Hundred Six Thousand Eight Hundred Fifty-Five and 50/100 ($306,855.50) Dollars monthly].

In addition to the Land Rental Fees described in Section 1.5.2 above, Company shall pay to County the following fees:

1.5.3 Percentage of Gross Revenue:

1.5.3.1 On or before the fifteenth (15th) day of each month, Company will submit a Gross Revenue activity report, signed by an officer of the Company certifying it as correct and true, reflecting the previous month’s business activity, along with a check in the amount of two percent (2%) of all gross revenue derived from the business conducted by Company within the leased Premises, whether for cash or for credit and whether collected or uncollectible. Company will have the right to make credit sales, but will solely bear the attendant risk. Notwithstanding anything contained herein, for purposes of determination of Gross Revenues, the following will be excluded:

(i) Any funds received on account of aviation fuel or propellant sold by Company for which a fuel flowage fee is payable pursuant to Section 1.5.4;

(ii) Fees, charges and expenses collected by Company for or on behalf of the
County; and

(iii) Sales and other taxes charged to customers upon goods, wares and merchandise sold.

1.5.4 Fuel Flowage Fees:

1.5.4.1 Company will pay a fuel flowage fee to County at the then current rates and charges established under Title 20 of the Clark County Code on all aviation fuel or propellant sold by Company from the leased Premises, which is sold to general aviation, corporate and regional aircraft operators. Accurate and complete records of fuel dispensed will be kept and the fee paid to the County by the fifteenth (15th) day of each month for the preceding calendar month. Each month, Company shall provide a copy of the fuel dispensing logs, or some other similar report as requested by CDR, which will identify all aircraft fueled with their “N” numbers and their company affiliation to the County.

1.5.4.2 Specifically excluded from the fuel flowage fee payment requirement are:

A) Fuel and propellants sold to aircraft operators which pay landing fees to the County. It is the CDR’s sole right to determine which aircraft operators will be subject to the payment of landing fees.

B) Fuel and propellants sold to authorized resellers of fuel and propellants for purposes of resale to others on the Airport.

1.5.4.3 It is understood and agreed fuel flowage rates are adjusted periodically by action of the Board of County Commissioners. In the event of such an adjustment, County will give Company ninety (90) days prior written notice.

1.5.5 Landing Fees:

At the CDR’s sole discretion, Company as a further consideration for this Agreement, shall be required to collect landing fees that may be imposed by County from based and itinerant aircraft operations and remit said landing fees to the County monthly. A failure to collect and pay same shall constitute a default under Section 2.16 TERMINATION BY COUNTY of this Agreement. The Company shall be permitted to retain ten percent (10%) of such fees collected on behalf of the Airport, which amount shall be considered as full and final payment by the Company for the cost of collecting and remitting the fees and charges, and shall not be considered as part of Gross Revenues. Accurate and complete records of landings will be kept and the fee paid to the County by the fifteenth (15th) of each month for the preceding calendar month.

1.5.6 Passenger Facility Fee:

On or before the fifteenth (15th) day of each month, Company will submit a report certified to be accurate and true by an officer of the Company depicting the activity of each FAR Part 135 charter carrier, regardless of fixed wing or rotor, including its departing flights and enplaned passengers for the preceding month. The current rate, which is not to exceed Four and 50/100 ($4.50) Dollars per enplaned revenue passenger, is less than the amount allowed by the Federal Aviation Regulation Part 158 to be retained by the Company. Nonscheduled/On-Demand Carriers that exclusively file FAA Form 1800-31 and enplane less than 2,500 passengers at the Airport are excluded from
the collection of a Passenger Facility Charge (PFC). In accordance with 14 CFR Section 158.11, this class of air carriers may be requested to be exempted based on their enplanement levels and cost to the Airport to collect PFCs from this class of air carriers.

The County retains the right to redetermine the per Passenger Facility Fee. In the event the rate is redetermined, CDR will give Company ninety (90) days prior written notice before the effective date of the adjustment.

1.5.7 Redetermination of the Rents and Fees Payable to County:

County reserves the right to redetermine all of the Rents and Fees contained in Section 1.5 at any time after the three (3) year anniversary from the Rental Commencement Date, except if specifically referenced above. Further, County reserves the right to redetermine the Rents and Fees contained herein at any time after three (3) years have passed since the most recent adjustment. All such adjustments shall be subject to ninety (90) days prior written notice to Company from the CDR. Due to the fact that similarly situated tenants have different anniversary or other rental adjustment dates, County does not warrant that the 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 2.17 TERMINATION BY COMPANY of this Agreement.

1.5.8 Proration of Rents: In the event such possession, use, and occupancy of the Premises or any portion thereof should commence or terminate on a date other than the first day of a calendar month, then the rental for the Premises will be prorated to reflect the actual number of days during which the Company will have enjoyed the possession, use, and occupancy of said Premises.

1.5.9 Other Payments: Company agrees to pay County within fifteen (15) days of receipt of invoice for charges that become due to County under this Section 1.5 or as provided elsewhere in this Agreement.

1.5.10 Late Payment: In the event any required payment is not made by Company as required and remains unpaid for a period of thirty (30) days or more, County will be entitled to, and Company will pay to County, interest at the rate of twelve percent (12%) per annum on all amounts unpaid and which have remained unpaid thirty (30) days past the due date. However, the County will not be prevented from terminating this Agreement pursuant to the provisions hereof for default of payments of rentals and fees or charges or from enforcing any other provisions contained herein or implied by law.

1.6 UTILITIES

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

1.7 METHOD OF PAYMENT AND REPORTS

1.7.1 Company will make all payments by check made payable to the Clark County
Department of Aviation and deliver or mail said payments to the Clark County Department of Aviation, Director of Aviation, McCarran International Airport, P.O. Box 11005, Airport Station, Las Vegas, Nevada 89111, or to such other place as County may direct Company in writing.

1.7.2 On or before the fifteenth (15th) of each month, Company will submit an activity report to the County for its activities, including but not limited to, Gross Revenue, Fuel Flowage Fees, Landing Fees, and Passenger Facility Fees at the Airport for the preceding month’s activities on forms acceptable to the County, together with a check in payment for Company’s operations in accordance with Section 1.5 above. Such statements will be certified by an officer of Company as being correct and true. In addition, Company shall also be required to submit all applicable passenger enplanement data reports, which may be required by the Federal Aviation Administration to ensure that the County receives all entitlement funding, which is based on passenger enplanement and cargo data.

1.7.3 Any amounts due County from Company whether for utility or maintenance or other charges as provided herein, will be paid by Company within fifteen (15) days of the date of the invoice therefore.

1.7.4 Company will submit any other information reasonably requested by County through its CDR pertaining to Company’s operations permitted hereunder.

1.7.5 In the event any required payment is not made by Company as required, interest will be charged as described in Section 1.5 of this Agreement.

1.8 OPERATING RIGHTS, DUTIES AND OBLIGATIONS

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

1.8.1 The exclusive right and obligation within the Premises to design, develop, construct, and manage an FBO operation in accordance with Section 1.4 USE OF PREMISES.

1.8.2 Company, its affiliated entities, employees, agents, representatives, contractors, subcontractors, will not transact or otherwise engage in any other activities, business, and/or services, except as described in Section 1.4 USE OF PREMISES of this Agreement, at or on the Airport, unless such is provided for by a separate written agreement or amendment to this Agreement with the County.

1.8.3 Company will have joint use, in common with others, of roads and driveways necessary for the conduct, operation and maintenance of the Premises.

1.9 METHOD OF OPERATION

1.9.1 Upon request by CDR, Company will provide County with a copy of any rules, regulations, or other standards of operation developed by Company and distributed to sublessees and tenants.

1.9.2 Company will furnish all services on a fair and nondiscriminatory basis to all customers and charge fair, reasonable, and nondiscriminatory prices for sales, services and aircraft parking.
1.9.2.1 County may from time to time perform surveys of other west coast airports to determine if the prices charged by Company for fixed based operator services are in excess of the average price charged for such services at such airports. Upon demand from CDR, Company will submit pricing schedules charged to users of its fixed based operation, along with justification satisfactory to the CDR for any pricing which appears to be in excess of such surveys. The CDR retains the right of approval of pricing schedules.

1.9.3 Company will construct, maintain and operate the facilities in a safe, clean, orderly condition at all times and provide such accommodations and services offered in connection therewith in a first-class manner and maintain a standard of service at least equal to that of other Airport fixed based operations and facilities of similar nature.

1.9.4 Company shall maintain sufficient supplies and employ a sufficient number of personnel to handle the operations and respond to customer inquiries and furnish good, prompt and efficient service and sales adequate to meet all reasonable demands and needs of the business herein authorized, including all transient and charter aircraft. All such employees shall, at all times while on duty, conduct themselves with exemplary demeanor, be courteous and polite to the public and not engage in any raucous or offensive conduct. The CDR will be the sole judge as to whether the conduct of the employees of the Company meets the requirements hereof and upon notice from the CDR of any non-conformity herewith. Company will take all steps necessary to eliminate the condition.

1.9.5 Questions or complaints regarding the quality of services, whether raised by users, the County or otherwise, may be submitted to Company for response. At the CDR’s request, Company shall meet with the CDR to review any complaints or concerns and to correct any deficiencies promptly. The CDR’s determination as to the quality of operation or services shall be conclusive and curative measures shall be implemented by Company as expeditiously as possible.

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

1.9.7 Company will provide and maintain a local, 24-hour monitored telephone for emergency service and regular maintenance contact requests that may be required at the Premises. Any such calls and/or requests for service shall be responded to within a 2-hour period, maximum. In the event, Company does not respond in this timely manner, County reserves the right to have the work performed elsewhere by itself or others and the Company will be charged back, plus a fifteen percent (15%) administrative fee.

1.9.8 Company will not block any areas used for ingress and egress by Airport traffic and will not interfere with the activities of the County, its agents, employees or other Airport
tenants.

1.9.9 Company will not engage in any unlawful restraint of trade or anti-competitive activities with any other commercial aviation operator at the Airport.

1.9.10 Neither Company, invitees, officers, agents, representatives, Sublessees, contractors, subcontractors, suppliers, or any of its employees will conduct, transact or otherwise carry on any business or services that are not specifically authorized in accordance with Section 1.4 USE OF PREMISES of this Agreement.

1.9.11 Company must, at its own expense, identify and provide to the County and maintain in force any and all license and permits required for the legal operation of all aspects of this Agreement.

1.9.12 All equipment to be used in the operation of Company’s business at the Airport will be in excellent, safe running condition and will be kept in a neat and clean manner at all times. All equipment will be operated by Company and its employees, agents, and/or representatives in a safe and orderly manner at all times. Upon objection from the CDR to Company concerning the operation of such equipment or the unsafe and unclean condition of the equipment, Company will immediately remedy the cause of the objection.

At the request of the CDR, Company agrees to submit an inventory of all equipment used in the operation of Company’s business at the Airport. Such inventory report shall include, but is not limited to: 1) where such equipment was obtained from, include 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 any related inventory or serial numbers for such equipment.

1.10 FACILITIES, MAINTENANCE AND REPAIR TO BE PROVIDED BY COUNTY

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

1.11 FACILITIES, MAINTENANCE AND REPAIR BY COMPANY

In the operation of Company’s activities within the Premises, Company will design, develop, construct, manage, maintain, and repair the following:

1.11.1 All leasehold Improvements, decorations, equipment and furnishings, including, but not limited to, grading, fencing, paving, lighting, roadways within the Premises, parking lots, drainage, necessary finishes, electrical, telephone, communication conduit and accessories piping, duct work, equipment and fixtures as required by Company in the conduct of business as authorized under Section 1.4 USE OF PREMISES of the Agreement. Company shall remain responsible to ensure all leasehold Improvements are completed in accordance with the Approved Master Plan of this Agreement.

1.11.2 Connections of all utilities, including, but not limited to, underground utility lines and connections from the Improvements as desired within the leased Premises. Company’s
expense will include connection fees and all other fees.

1.11.3 All janitorial service and requirements, landscaping, and daily routine Premises clean-up work to keep the Premises in good and tenantable condition throughout the term of this Agreement.

1.11.4 All improvements or alterations to the Premises by Company will be in accordance with applicable code, Airport Rules and Regulations, Operating Directives, and all other applicable governmental rules and regulations and building codes and are subject to the prior written approval of the CDR as to plans, specifications and methods of construction or installation. During the term of this Agreement, Company may, with prior written approval of the CDR, add to or alter initially constructed Improvements at any time subject to all of the conditions set forth in Section 1.11. Any such addition or alteration will be performed in a workmanlike manner in accordance with all applicable governmental regulations and requirements and will not weaken or impair the structural strength or reduce the value of the Premises or any of the Improvements thereon.

1.11.5 Immediately upon the completion of any initial or additional construction or installation during the term hereof, Company will provide as-built drawings of same to the County for all permanent improvements.

1.11.6 Company will be responsible for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal will conform with all governmental requirements and regulations as more fully described hereinafter in Section 3.22, ENVIRONMENTAL POLICY. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine, daily clean-up of the surrounding areas.

1.11.7 Should Company fail to perform its maintenance and repair responsibilities, County may, but is not obligated to, provide maintenance and make repairs thereon and thereto which it determines to be necessary, charging the same to the expense of the Company upon thirty (30) days prior written notice of its intent to do so; except in case of emergency for which no notice is necessary, plus a fifteen percent (15%) administrative fee.

1.12 MASTER PLAN

1.12.1 Company has previously submitted a Master Plan, which has been received and approved by the CDR. Within 180 days from the Effective Date of this Agreement, Company shall submit a Supplemental Master Plan to the CDR for its approval as set forth herein. If Company fails to submit a Supplemental Master Plan to the CDR within this period, County hereby reserves the right to terminate this Agreement, upon sixty (60) days written notice of such termination during which time Company shall have the opportunity to submit Supplemental Master Plans. If Company shall submit Supplemental Master Plans during this sixty (60) day notice period, said termination shall not take place and the notice shall be rescinded.

1.12.2 The Supplemental Master Plan must include a specific description of the entire development of the Premises, including time lines for the development of the Premises, construction commencement date, construction completion date, designations and restrictions for the use of certain areas on the Premises, and any other pertinent information regarding the development of the Premises.
1.12.3 Within sixty (60) days of receipt of the proposed Supplemental Master Plan, the CDR will review and approve or disapprove the proposed Master Plan submitted by Company. The Supplemental Master Plan as finally approved by the CDR and the Master Plan shall become the Approved Master Plan. If the CDR fails to respond within such sixty (60) day period, the proposed Master Plan shall be deemed approved and will become the Approved Master Plan. The Approved Master Plan may be modified from time to time.

1.12.4 If the CDR disapproves the Supplemental Master Plan, the CDR will inform Company in writing of its disapproval and/or request for further clarification of the Supplemental Master Plan elements. Company shall respond within thirty (30) days with a modified Supplemental Master Plan, which is reasonably satisfactory to the CDR. The Parties agree to negotiate in good faith to resolve any conflicting issues that may arise. If the CDR fails to respond within thirty (30) days of the CDR’s receipt of any modified Supplemental Master Plan, the proposed modified Supplemental Master Plan will be deemed approved and will become the Approved Master Plan.

1.12.5 In the event that Company fails to either commence construction or complete construction of the Improvements within the time frames developed under the Approved Master Plan of this Agreement, County shall have the right to immediately enter and occupy the undeveloped portions of the Premises as if this Agreement had never been made. Upon (30) days written notice to Company, if Company has not commenced construction or completed construction, as the case may be, County will have the right to immediately enter and occupy those portions of the Premises not completed or not then developed as if the Agreement had never been made and/or recover those portions of the Premises, and require Company to remove all Improvements from such portions of the Premises and to restore such properties to its original condition, reasonable wear and tear excepted. Company shall forfeit any rights to further develop the Premises, unless Company can demonstrate to the satisfaction of the CDR that such failure to complete the construction of the Improvements is beyond the reasonable control of Company.

1.13 CONSTRUCTION STANDARDS, RULES AND REGULATIONS

1.13.1 All Improvements by Company will be subject to all applicable codes, to the McCarran International Airport Tenant Improvement Manual, Airport Rules and Regulations, Airport Operating Directives, Environmental Handbook, Airport Security Program, and all other applicable governmental rules and regulations and building codes, as determined by the CDR. Immediately upon completion of any initial or additional construction, improvements, or alterations during the term hereof, Company will provide a complete set of as-built drawings of same to the CDR along with a certification of construction costs for all permanent improvements.

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

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

ARTICLE II

2.1 ASSIGNMENT

2.1.1 Company will not assign its rights or duties 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 CDR. County agrees to provide such consent if the proposed Assignee presented is a "proper and fit" person or entity, which means (1) having demonstrated experience in the management of comparable fixed based operations (i.e., at least five (5) years of such management experience or a contractual relationship with a manager with such minimum experience), and (2) financial resources sufficient, in County's reasonable business judgment, to be financially secure to perform Company's obligations hereunder (i.e., having a net worth of at least Two Million Dollars ($2,000,000) as increased annually according to the percentage increase during the preceding year in the Consumer Price index for all urban wage earners and clerical workers [CPI-W] U.S. average all items prepared by the Bureau of Labor Statistics of the United States Department of Labor, with such increase not to exceed four percent (4%)). Any such assignment will be specifically subject to all provisions of this Agreement. Any assignment without CDR's consent is void, which consent will not be withheld unreasonably or delayed, but will be given in the event that assignee presented is a proper and fit person or entity with financial resources sufficient in County's reasonable business judgment to be financially secure to perform the obligations hereunder.

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

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

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

2.1.2 No Release of Company

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

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

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

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

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

2.1.5 In the event of default by an assignee of Company or any successor of Company, in the performance of any of the terms hereof, County may proceed directly against Company without the necessity of exhausting remedies against said designee.

2.1.6 Every sublease must be in the form of a legal written instrument and must be specifically for the purposes and uses of the Premises authorized by and subject to all of the provisions of this Agreement. Company will submit a hard copy of such writing at the time of requesting the CDR’s consent. Agreements for services, such as the maintenance of buildings and landscaping, are not covered by this section.

2.2 SUBLEASING

Company will not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises or to provide any type of commercial operation, aviation or otherwise, on the Premises without having first received the written consent of the CDR therefore as follows:

2.2.1 Any arrangements must be in the form of a written instrument and must be specifically for purposes and uses of the Premises as authorized under this Agreement and shall be subject to the provisions of this Agreement. Company will submit a copy of such writing at the time of requesting consent of CDR therefore.

2.2.1.1 All sublease(s) that comply with the standard form agreement as approved in accordance with Section 1.4 USE OF PREMISES of this Agreement will be reviewed for compliance by the CDR.

2.2.1.2 Any arrangement for the leasing of space that is not in conformance with the standard form agreement as approved in accordance with Section 1.4 USE OF PREMISES of this Agreement, must receive the prior written approval of the CDR.

2.2.1.3 Sublease(s) are understood to include sublessees. Company will submit a copy of such written instrument at the time of requesting the CDR’s consent therefore. In addition, Company must keep current records on file and available for CDR’s inspection, current municipal, state or local licenses or permits required for the conduct of sublessees business.

2.2.2 Company hereby agrees that it shall incorporate language acceptable to CDR into all of its future sales and sublease agreements and, any similar restrictions, which Company may create in relation to the use of the Premises by its affiliated entities, contractors, subcontractors, sublessees, and/or tenants. Company shall also incorporate and make
reference to this Agreement, as may be amended from time to time, to ensure sublessees operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time.

2.2.3 Consent to one assignment or subletting will not be deemed consent to any subsequent assignment or subletting. Prior written consent of the CDR will be required for any sublease executed by the Company.

2.2.4 It is understood and agreed that this Section 2.2 SUBLAISING does not apply to arrangements for transient tie downs and shade hangars in the daily course of doing business.

2.3 ATTORNMENT

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

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

2.3.3 In the event this Agreement is terminated for any reason, all Sublessees will be liable to County for the payment of their pro rata share of the rentals and fees required under Section 1.5 RENTS AND FEES PAYABLE TO COUNTY of this Agreement. Payment of rentals and fees under this paragraph will entitle the Sublessee or Tenant to quiet enjoyment of the Premises pursuant to Section 4.2 QUIET ENJOYMENT of this Agreement.

2.4 CONTROL OF PERSONNEL

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

2.5 SIGNS
2.5.1 Company will not erect, install, operate, or cause or permit to be erected, installed, or operated upon the Premises or elsewhere upon Airport property, any signs or other similar advertising devices for its own business, except as provided under Section 1.4.1 of this Agreement. County reserves all rights to establish any advertising signs located on the Premises.

2.5.2 Any identifying signs erected, installed, operated or attached to the Premises will require the prior written approval of the CDR, which will not be unreasonably withheld. Such approval may consider and provide conditions concerning factors including, but not limited to, size, type, content, and method of installation.

2.5.3 Company will not commission, install or display any work of art without the prior written approval of the CDR and without a full written waiver by the artist of all rights under the Visual Artist’s Rights Act of 1990, 17 U.S.C. (Sections 106A and 113).

2.5.4 Subject to compliance with applicable legal requirements, applicable fees, and any other requirements that may be described by the CDR, Company’s use of the Premises shall not include the ability to erect or to grant to a third party the ability to erect commercial billboards on the Premises. All such rights are reserved herein for the County.

2.6 ENTRY AND INSPECTION OF PREMISES

2.6.1 County, its authorized officers, employees, agents, contractors, subcontractors or other representatives will have the right to enter upon the Premises for the following reasons by providing at least two (2) business days prior written notice and while accompanied by a representative of Company, except in an emergency, in which case County will provide concurrent or reasonable subsequent notice specifying the nature of the emergency and the need for immediate entry.

2.6.2 To inspect at reasonable intervals during regular business hours (or any time in case of emergency) to determine whether Company has complied and is complying with the terms and conditions of this Agreement.

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

2.6.4 No such entry by or on behalf of the County upon the Premises will cause or constitute a termination of this Agreement nor be deemed to constitute an interference with the possession thereof nor constitute a revocation of or interference with any of Company’s rights in respect thereof for exclusive use of the Premises.

2.6.5 The inspections contemplated by the parties to this Agreement, pursuant to this Section, are for the sole benefit of the parties. No benefit to any third party is contemplated nor intended.

2.7 INTENTION OF PARTIES

2.7.1 This Agreement is intended solely for the benefit of the County 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 performed by County is
solely for the benefit of the County and Company.

2.7.2 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the County and the Company.

2.8 LIENS

Company shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon.

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

However, should any lien be placed on the Premises or any improvements thereon, 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 CDR.

2.9 AIRPORT SECURITY PROGRAM

Company shall be responsible for obtaining and coordinating any Transportation Security Administration (TSA) required and County administered criminal history record checks, security threat assessments, badging, vehicle decals, and/or other activities required to ensure its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees’ are in compliance with the Airport’s Security Program, Title 20 Ordinance, TSA Regulations 49 CFR Parts 1500, 1520, 1540, 1542, 1544, 1546, 1548, and 1550, as promulgated, and the terms and conditions of this Agreement. Company shall be responsible to pay any and all related costs associated with such badge and/or access privileges. Said badges are the property of the County and expire annually, at 11:59PM on the date of the badge holder’s birthday or other time as specified by the Director of Aviation or designee. Badges, if lost, must be immediately reported to the County. During normal business hours, such reports must be made to the Airport Badging Office at (702) 261-5652. Outside of normal business hours, lost badge reports must be made to the Airport Control Center at (702) 261-5125. If badge holder
airport access is deactivated due to badge expiration, termination, suspension and/or other cessation of employment and/or termination of this agreement, or such other terms as may be designated by the Director of Aviation or designee, the Company must immediately report such information to the County, via the contact entities and phone numbers provided above. Company is responsible for ensuring all Airport-issued badges are returned to the County for any circumstance as described above.

2.9.1 **Background Checks.** Company shall be responsible for the proper certification and background checks for all its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees’ for which it requests and/or obtains an Airport Security Badge. Such certifications include those in support of TSA required criminal history record checks, security threat assessments and U.S. Customs & Border Protection (CBP) access seals. In the event the Company, or any of its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees’ fails in its responsibilities for proper certifications, background checks or to return such Airport-issued badges upon cessation of employment or other circumstances, as described in above paragraph, and/or any cause of action that either singularly or collectively would require the County to be in violation of TSA Regulations, the County TSA-approved Airport Security Program (to include re-badging of all Airport personnel) and applicable Part 1542 security directives, Company shall solely bear the total cost of such TSA-issued monetary civil penalties and/or the re-badging process.

2.9.2 **Security Regulations.** Company covenants that it will at all times preserve the integrity of the Airport’s Security Program and TSA Regulations 49 CFR Part 1500, 1520, 1540, 1542, 1544, 1546, 1548, and 1550, as promulgated, and that it will always preserve the security of any Secure Area/ SIDA or Sterile Area access which Company maintains. Company will limit Sensitive Security Information, as defined by the TSA, only to those individuals with a need-to-know. Company agrees that it shall be responsible for any and all of the actions of its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees’ and shall provide any and all escorts, as outlined in the Airport’s Security Program, at all times. Company agrees that it shall be responsible for ensuring its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees’ shall adhere to all Airport and TSA security policies, procedures and rules. As provided in the Airport Security Program, Company agrees that it shall be responsible for ensuring its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees’ and guests of sublessees will not allow weapons, in possession of individuals who are not sworn law enforcement officers, to be introduced into the Airport Secure Areas/SIDA, Sterile Area or airfield, to include the non-movement and movement areas.

2.9.3 **Compliance.** Should Company, its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees’ cause any TSA Letter-of-Investigation (LOI) or TSA monetary civil penalty to be assessed against the County, Company agrees to reimburse County for all costs which may be imposed by the TSA. Company may have badge/access privileges immediately suspended and/or revoked by the Director of Aviation or designee for failure to adhere to the Airport’s Security Program or for failure to return all badges within the time frames specified herein. In the event of a severe incident, such actions may also result in the immediate suspension and/or termination of this Agreement, at the sole discretion of the Director of Aviation.

2.10 **BADGING**
In accordance with the Airport Security Program, Company must obtain Airport security badging and fingerprinting for its eligible employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees, and pay any and all related costs associated with this privilege. Said badges will only be valid for the period of this Agreement and must be returned to the Airport Badging Office within twenty-four (24) hours or the next business day after expiration or suspension and/or termination of any employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, sublessees and/or other representatives, and/or the suspension and/or termination of this Agreement. In the event the Company, its employees, agents, vendors, suppliers, service providers, contractors, subcontractors, officers, and directors fails to return such badges upon cessation of employment or other similar circumstances, and/or any cause of action that either singularly or collectively would require Airport to re-badge all currently badged Airport personnel, as required by TSA Regulations and the Airport’s Security Plan, Company shall bear the total cost of such re-badging process.

2.11 TAXES, LICENSES, PERMITS

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

2.12 INDEMNITY

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

2.13 INSURANCE AND CONSTRUCTION BONDS

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

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

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

2.13.1.2 Payment and Performance Bond in the amount of one hundred percent (100%) of the contract price.
2.13.1.3 Guaranty Bond in the amount of one hundred percent (100%) of the contract price. The Guaranty Bond will go into effect when the Notice of Completion is approved in accordance with Section 1.11 FACILITIES, MAINTENANCE AND REPAIR BY COMPANY.

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

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

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

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

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

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

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

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

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

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

2.13.2.4 **Commercial General Liability Insurance:** Company will obtain and keep in full force and effect commercial general liability insurance coverage for injury to property and person, products, liability, and such other coverage as may be necessary to protect County herein from such claims and actions. Company will maintain limits of no less than Fifty Million ($50,000,000) Dollars combined single limit per occurrence for bodily injury (including death), personal injury and property damage.

2.13.2.5 **Hangar Keepers Liability Insurance:** Company will obtain and keep in full force and effect hangar keepers liability insurance coverage for injury to aircraft in the care, custody, control of the insured, and such other coverage as may be necessary to protect County herein from such claims and actions. Said insurance shall have limits of not less than Ten Million ($10,000,000) Dollars per occurrence limit of liability, general aggregate limit of liability.

2.13.2.6 **Automobile Liability Insurance:** Company will furnish Automobile Liability coverage for claims for damage because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. Company will maintain limits of no less than Five Million ($5,000,000) Dollars combined single limit "per accident" for bodily injury and property damage.

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

2.13.2.8 **Builder’s Risk:** Coverage will insure any improvements constructed by it upon and within the Premises to the extent of not less than one hundred percent (100%) of such improvements full insurable value using the all risk form of protection as acceptable to the County. Company will be responsible for insuring against any business interruption resulting in loss of income or extra expense to Company. Company shall obtain and maintain flood insurance required hereunder in such amounts and forms as are available, from time to time, under the National Flood Insurance Program.
2.13.3 All required insurance coverage as stated in Section 2.13.2 will be evidenced by a current Certificate(s) of Insurance, or if requested by the CDR, copies of the insurance contract or policies. Such certificates will include, but will not be limited to, the following:

2.13.3.1 All Certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada.

2.13.3.2 Each insurance company’s rating as shown in the latest Best’s Key Rating Guide will be fully disclosed and entered on the required Certificates of Insurance. If the insurance company providing the coverage has a Best rating of less than A+VIII the adequacy of the insurance supplied by Company (or its contractor), including the rating and financial health of each insurance company providing coverage, is subject to the approval of the CDR. Such approval will not be unreasonably withheld.

2.13.3.3 Company (or its contractor) will furnish renewal Certificates, prior to the expiration of the current Certificates of Insurance, for the required insurance during the period of coverage required by this Agreement. Company (or its contractor) will furnish renewal Certificates, prior to the expiration of the current Certificates of Insurance, for the same minimum coverage’s as required in this Agreement. If such Certificate(s) are not provided in a timely manner, the CDR may declare the Company in default of its obligation under this paragraph, subject to Section 2.16 TERMINATION BY COUNTY.

2.13.3.4 Company agrees to cause its insurance company to issue a policy endorsement expressly naming Clark County, its officers, employees and volunteers as an additional insured with respect to liability arising out of the activities by or on behalf of the named insured in connection with this Agreement. All property insurance policies will contain a waiver of subrogation clause in favor of Clark County.

2.13.3.5 Each Insurance policy supplied by the Company (or its contractor) must be endorsed to provide that the amount of coverage afforded to the County by the terms of this Agreement will not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice.

2.13.3.6 Any deductible, as it relates to coverage provided under this Agreement, will be fully disclosed on the Certificates of Insurance. Any deductible provided will be reasonable and customary for this type of risk.

2.13.3.7 All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Company’s insurer must notify the CDR of any erosion of the aggregate limits. The “per occurrence” limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate. A modification of the aggregation limitation may be permitted if it is deemed necessary and approved by the CDR and Company.

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

2.13.3.9 Company is responsible for and must remedy all damage or loss to any
property, including property of County, caused in whole or in part by the Company or its contractor, any subcontractor or anyone employed, directed or supervised by the Company. Company is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement.

2.13.4 County retains the right to adjust insurance requirement limits, as may be necessary to insure against the risk for a specific activity requested under a sales agreements with company and submitted to County for approval. Such limits shall not exceed those limits established for similar activities at the Airport. Company shall require that all policies meet the requirements as set forth in Section 2.13 of this Agreement.

A. Company is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement. Company shall keep in proper functioning order all fire fighting equipment, excluding the Department of Aviation's automated sprinkler system. From time to time as often as reasonably required by County, Company shall conduct appropriate tests of any fire extinguishing apparatus located on the Premises.

B. Certificates of Insurance: Company shall provide County evidence of the required minimum insurance coverage's and endorsements, per the sample certificate provided by County, within fifteen (15) calendar days from the date of written approval by the County.

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

D. Deductible / Self Insured Retention: All deductibles and self-insured retention shall be fully disclosed within the Certificates of Insurance. No deductible or self-insured retention may exceed Ten Thousand and 00/100 ($10,000.00) Dollars unless CDR gives prior written consent.

2.13.5 Additional Insurance Requirements – Approved Commercial Aviation Activity within the Premises: Company shall require and include in its agreements, for all those conducting commercial aviation activities within the Premises to submit to County, evidence of coverage within thirty (30) days of occupancy, and maintain in proper form, similar insurance policy coverage for Commercial Aviation General Liability, Hangar Keepers Liability, and Automobile Liability as described above, at a minimum.

2.14 FIRE PROTECTION

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

2.15 DAMAGE AND DESTRUCTION

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

2.16 TERMINATION BY COUNTY

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

2.16.1.1 Company 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 thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property.

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

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

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

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

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

2.16.1.7 Company fails to provide the required certificates of insurance as stated in Section 2.13 INSURANCE AND CONSTRUCTION BONDS of this Agreement where such failure continues for a period of ten (10) days after written notice thereof from the CDR to Company.

2.16.1.8 Company fails to submit a Master Plan to CDR within 365 days from the Effective Date of this Agreement, for CDR's approval as further described in Section 1.12 MASTER PLAN.

2.16.1.9 Company fails to either commence or complete the Improvements as further
outlined in the Approved Master Plan. County may terminate this Agreement under this Section 2.16.1.9, at its sole discretion, with sixty (60) days written notice of such termination.

2.16.2 General Provisions

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

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

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

2.16.3 Cure

Company will be considered in default of this Agreement if Company fails to fulfill any of the terms, covenants and conditions set forth in this Agreement if such failure continues for a period of more than thirty (30) days (except failure to pay rental charges as described in Section 2.16.1.3 hereinabove) after delivery by CDR of a written notice of such breach or default, except if the fulfillment of its obligation requires activity over a period of time, and Company has commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

2.16.4 Termination for Default by Company

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

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

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

2.17 TERMINATION BY COMPANY

2.17.1 Default by County: County will be considered in default of this Agreement if County fails to fulfill any of the terms, covenants, or conditions set forth in this Agreement, providing such failure shall continue for a period of more than thirty (30) days after delivery by Company of a written notice of such breach or default.
2.17.2 As the sole remedy to the Company, this Agreement shall be subject to cancellation by the Company, upon sixty (60) days written notice, should any one or more of the following conditions of default occur:

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

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

2.17.3 Cure

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

2.17.4 Termination for Default by County

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

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

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

2.18 WAIVERs AND ACCEPTANCE OF FEES

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

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

2.19 REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION

2.19.1 Company covenants that at the termination of this Agreement, howsoever caused, it will quit and surrender the Premises in good repair and condition, except reasonable wear and tear, acts of God, the public enemy or the action of the elements.
2.19.2 Upon termination of this Agreement, howsoever caused, County will require Company to remove from the Premises, within thirty (30) days of termination, all equipment, trade fixtures and personal property belonging to Company or its Sublessees. For purposes of this Subsection 2.19.2, the words "equipment, trade fixtures and personal property" will include, but not be limited to, signs (electrical or otherwise) used to advertise or identify Company's business, all equipment used in connection with the conduct of its business whether or not such equipment is bolted or otherwise attached to the Premises; any other mechanical device; and all other miscellaneous equipment, furnishings and fixtures installed on or placed on or about the leased Premises and used in connection with Company’s business thereon.

2.19.3 Upon termination of this Agreement, howsoever caused, County will have the option to require either of the following by giving written notice prior to the date of termination:

2.19.3.1 Company will, commencing within thirty (30) days following the termination date, remove all or part (as determined by County) of the permanent improvements made to or placed upon the Premises by Company or otherwise dispose of its interest in the Premises. Such disposal shall have the County’s prior written approval. Company agrees that it will use due diligence in completing the removal as may be required herein.

2.19.3.2 Company will leave in place all or part, as determined by County, of the permanent improvements whereupon title and ownership will vest in County without any further consideration required from County. Company agrees that it will immediately provide any transfers of title to County as may be required.

2.19.3.3 If no written notice is received by Company from County prior to termination of this Agreement pursuant to this Section 2.19.3, Section 2.19.3.2 will apply.

2.19.4 For purposes of this Section 2.19 the words “permanent improvements” will include, but not be limited to paving, buildings, structures and related appurtenances, wall coverings, carpeting, draperies and light fixtures.

2.20 SUSPENSION AND ABATEMENT

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

2.21 FINANCING

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

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

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

2.21.3.1 Should the Company default under the terms of this Agreement and should the default be such that it cannot be cured by the payment of money and the default does not affect the security or safety of the Premises, County will accept payments of rent from such lender and this Agreement will not terminate, but will remain in full force and effect, pending lender’s cure of such default or resort to foreclosure or sale proceedings under its deed of trust or other security instruments.

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

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

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

2.22 RECOVERY OF PREMISES

2.22.1 County may, in its unlimited discretion, at any time during the term of this Agreement or
any extensions thereof, recover all or any part of the Premises for other Airport or public
uses. Prior to the exercise of this power of recovery, County agrees to give Company no
less than one (1) year prior written notice of its intention to exercise this power. In the
event of such taking, County will pay to Company a sum equal to the unamortized value
of the fixed improvements made to the Premises by Company on that portion of the
Premises so recovered by County. For purposes of this Agreement and the determination
of the unamortized value, the parties agree that said fixed improvements will be
amortized on a straight-line method over the full term (excluding any option periods) of
this Agreement.

2.22.2 In the event the taking is for a portion of the Premises only, then this Agreement will
continue for the Premises not taken and the leased area shall be recalculated to reflect the
new square footage upon which rental payments will continue. Should the Company
claim that such partial taking will adversely affect its business operation, the parties agree
to commence negotiation to determine the extent of the impact on the Company’s ability
to conduct its business and to ascertain if this Agreement will be terminated as defined in
Section 2.22.1.

ARTICLE III

3.1 MAINTENANCE AND OPERATION NONDISCRIMINATION COMPLIANCE

The 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 US Department of Transportation
program or activity is extended or for another purpose involving the provision of similar services
or benefits, the Company will maintain and operate such facilities and services in compliance
with all other requirements imposed pursuant to Title 49, Code of Federal Regulations,
Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in
Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the
Civil Rights Act of 1964, and as said Regulations may be amended.

3.2 NONDISCRIMINATION IN PARTICIPATION, CONSTRUCTION AND USE OF PREMISES

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

3.2.1 No person on the grounds of race, color, religion, sex, sexual orientation, age, disability,
national origin or any other protected status will be excluded from participation in, denied
the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

3.2.2 That 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, religion, sex,
sexual orientation, age, disability, national origin or any other protected status will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

3.2.3 That the Company will use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination In Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3.2.4 That the Company will assure that no person will be excluded from participation in, denied the benefits of or otherwise 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, religion, sex, sexual orientation, age, disability, national origin or any other protected status.

3.3 TERMINATION RIGHTS FOR BREACH OF SECTION 3.1 AND 3.2 ABOVE

In the event of breach of any of the nondiscrimination covenants described in Section 3.1 and 3.2 above, the County will have the right to terminate this Agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said 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 time for appeal. Promptly upon the receipt of any complaint or other notice alleging violation of the covenants in Sections 3.1 and 3.2, County will notify Company and will provide Company the opportunity to defend the same.

3.4 NONDISCRIMINATION IN FURNISHING ACCOMMODATIONS AND/OR SERVICES

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

3.5 RIGHTS FOR NONCOMPLIANCE WITH SECTION 3.4

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

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

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

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

Company hereby assures that it will include the previously described clauses in all Subleases and cause Sublessees to similarly include clauses in further Subleases.

3.8 COMPANY OBLIGATION

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

3.9 APPENDIX 9, GENERAL CIVIL RIGHTS PROVISION

Company assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, sex, sexual orientation, age, disability, national origin or any other protected status be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the 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, the 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 contractor from the bid solicitation period through the completion of the contract.

3.10 AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS

3.10.1 Company assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, color, religion, sex, sexual orientation, age, disability, national origin or any other protected status, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The 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. The Company assures that it will require that its covered suborganizations provide assurances to Company that they similarly will undertake Affirmative Action Programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

3.10.2 The 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. The 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 suborganizations, as required by 14 CFR Part 152, Subpart E.
3.10.3 In the event the Company employs fifty (50) or more employees on the Airport, it agrees to prepare and keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with standards in 14 CFR, Subpart 152.409. Such program will be updated on an annual basis. Should Company employ less than fifty (50) employees on the Airport, it will annually send written correspondence confirming the exemption.

3.11 AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT AND EXPANSION

Subject to the provisions of Section 2.22, RECOVERY OF PREMISES, the County reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of the Airport as it sees fit in its sole judgment regardless of the desires or view of the Company and without interference or hindrance by the Company. Further, the County retains the absolute right to maintain, repair, develop and expand the terminal building, any other Airport facility, Airport improvement or Airport property free from any and all liability to the Company for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development or expansion.

3.12 MAINTENANCE, REPAIR, DIRECTION AND CONTROL

The County reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the 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 the County will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants whether such area serves aeronautical users or otherwise.

3.13 AGREEMENTS WITH THE UNITED STATES OF AMERICA

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

3.14 OPERATION OF AIRPORT BY THE UNITED STATES OF AMERICA

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

3.15 PART 77 OF FEDERAL AVIATION REGULATIONS

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

3.16 NONEXCLUSIVE

It is understood and agreed that nothing herein contained will be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
3.17 AIRSPACE

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

3.18 AIRPORT OBSTRUCTIONS

The 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 the County. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by the County. In the event the aforesaid covenants are breached, the County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut down the offending tree, all of which will be at the expense of the Company and without liability to County.

3.19 AIRPORT HAZARDS

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

3.20 AIRPORT RULES AND REGULATIONS AND AIRPORT OPERATING DIRECTIVES

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

3.21 COMPLIANCE WITH PUBLIC AUTHORITIES

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

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

3.22 ENVIRONMENTAL POLICY

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

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

3.22.1.2 At the sole discretion of the CDR and based upon the reasonable belief an environmental violation has occurred at the Premises, Company will conduct such testing and analysis as necessary to ascertain whether Company is using the Premises in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by Company and subject to CDR’s reasonable approval. Copies of such reports from any such testing will be provided to CDR.

3.22.1.3 Company will provide copies of all notices, reports, claims, demands or actions concerning any environmental concern or release or threatened release of hazardous materials or special wastes to the environment.

3.22.2 CONTAMINATION OF PREMISES

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

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

3.22.2.2 Such actions of remediation by Company will not potentially have any material adverse long-term effect on the Premises in the reasonable judgment of CDR.

3.22.3 COMPLIANCE WITH ALL GOVERNMENTAL AUTHORITIES

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

3.22.3.1 Should the Government determine that a site characterization, site assessment, and/or cleanup plan be prepared or that a cleanup should be undertaken
because of any spills or discharges of hazardous materials at the Premises which occur during the term of this Agreement then Company shall (at its own expense) prepare and submit required plans and financial assurances, and carry out the approved plans. At no cost or expense to County, Company will promptly provide all information requested by CDR to determine the applicability of the Environmental Laws to the Premises, or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

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

3.22.3.3 This indemnification of County by Company 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 County, or any other work required by any Federal, State or local governmental agency or political subdivision because of hazardous material located on the Premises or present in the soil or ground water on, under or about the Premises.

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

3.22.4 COUNTY’S TERMINATION RIGHTS FOR VIOLATION OF ENVIRONMENTAL LAWS

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

3.22.4.1.1 County may, at County’s election, keep this Agreement in effect and enforce all of its rights and remedies under this Agreement, including (i) the right to recover rent and other sums as they become due by the appropriate legal action and/or (ii) the right, upon ten (10) days’ written notice to Company, to make payments required of Company or perform Company’s obligations and be reimbursed by Company for the cost thereof, unless such payment is made or obligation performed by Company within such ten (10) day period.

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

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

3.23 AMERICANS WITH DISABILITIES ACT

Company will throughout the term of this Agreement be in compliance with all applicable provisions of the Americans With Disabilities Act, Public Law 101-336.

ARTICLE IV

4.1 FORCE MAJEURE

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

4.2 QUIET ENJOYMENT

The County agrees that, on payment of the rentals and fees and performance of the covenants, conditions and agreements on the part of Company to be performed hereunder, Company 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 or their execution or attempted execution.

4.4 NOTICES

Any notice or communication to be given under the terms of this Agreement (a “Notice”) shall be in writing and shall be personally delivered or sent by facsimile, overnight delivery, or registered or certified mail, return receipt requested.

Notices shall be addressed as follows:

if to County: Clark County, Nevada
               Director of Aviation
               P.O. Box 11005, Airport Station
               Las Vegas, Nevada 89111-1005
               Fax: (702) 597-9553
if to Company: Signature Flight Support Corporation  
Attn: Contracts  
201 S. Orange Avenue, Suite 1100S  
Orlando, FL 32801  

With a copy to: Michael D. Conrad  
General Manager  
SIGNATURE FLIGHT SUPPORT OF NEVADA, INC  
6005 Las Vegas, Blvd., South  
Las Vegas, NV 89119  
PHONE: (702) 739-1101 FAX: (702) 739-1165  
or to such other address as a party may from time to time designate by Notice hereunder.

4.5 HEADINGS, TITLES OR CAPTIONS

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

4.6 INVALID PROVISIONS

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

4.7 STATE OF NEVADA LAW

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

4.8 INDEPENDENT CONTRACT

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

4.9 FULL AUTHORITY

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

4.10 ADVERSE TENANCY

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

4.11 DISPUTES

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

4.12 AGENT FOR SERVICE OF PROCESS

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

4.13 GENDER

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

4.14 ENTIRE AGREEMENT

4.14.1 This document represents the entire agreement between the parties hereto and will not be modified or canceled by mutual agreement or in any manner except by instrument in writing, executed by the parties or their respective successors in interest. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability for cause for termination shall be asserted by either party against the other, and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other party being expressly waived.

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

4.15 SUCCESSORS AND ASSIGNS

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

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

CLARK COUNTY, NEVADA

BY: __________________________
    RANDALL H. WALKER
    Director of Aviation

SIGNATURE FLIGHT SUPPORT OF
NEVADA, INC.

SIGN: __________________________
PRINT: __________________________
TITLE: VP Operations

APPROVED AS TO FORM:
David Roger, District Attorney

APPROVED AS TO FORM:

(Deputy)

LEGAL DEPT.

1/18/08
EXHIBIT "A"

PREMISES
EXHIBIT “B”

RECAP OF LEASE HISTORY
EXISTING AGREEMENT
EXHIBIT “B”

RECAP OF LEASE HISTORY
EXISTING AGREEMENT

1. County was party to a Lease Agreement with Hughes Tool Company, dated March 31, 1969; as amended by Addendum, dated November 20, 1969; and as amended by Second Addendum to Lease between Summa Corporation (formerly Hughes Tool Company) and Clark County, dated January 6, 1976, with respect to certain property at McCarran International Airport for purposes, among others, of providing commercial aeronautical services which expired on March 1, 2004.

2. County was party to an Agreement dated November 8, 1965, which expired September 30, 1985, and continued on a tenant-at-will basis, for the leasing of certain property commonly referred to as “Bonanza Hangar”.

3. County was party to a Lease Agreement dated September 5, 1989, for the purpose of allowing regional carrier operations and automobile parking.

4. The March 31, 1969 Lease Agreement, November 20, 1969 Addendum and January 6, 1976 Second Addendum to Lease; and said November 8, 1965 Agreement to lease the “Bonanza Hangar” property; and the September 5, 1989 Lease Agreement were assigned from Summa Corporation to the Hughes Corporation on January 1, 1981; and assigned from the Hughes Corporation to Hughes Aviation Services, Limited Partnership on December 16, 1986; and assigned from Hughes Aviation Services, Limited Partnership to Triton Air Holdings, Inc. on December 20, 1988; and assigned from Triton Air Holdings, Inc. to Servion of Nevada, Inc. on August 15, 1989; and assigned from Servion of Nevada, Inc. to Page Airport Services Inc. on October 16, 1990.

5. The parties to the Existing Agreement, dated December 3, 1991, acknowledged the existence of an Environmental Indemnity Agreement, dated December 20, 1988, between Hughes Aviation Services, Limited Partnership (a Delaware Partnership) and Clark County, Nevada; a letter from John L. Pugh, President, Triton Air Holdings, Inc., to Robert N. Broadbent, Director of Aviation, dated October 2, 1990, concerning a Remediation Plan for its fuel farm; and a letter from John L. Pugh to Robert N. Broadbent, dated October 4, 1990, concerning Triton’s indemnification of Clark County regarding certain environmental issues.

6. The parties to the Existing Agreement, dated December 3, 1991, further acknowledged the Guaranty of Master Lease by Page Avjet Corporation, dated October 11, 1990, accepting the obligation of Triton Air Holdings, Inc. contained in a letter dated December 21, 1988 to grant access to Hughes Aviation Services Limited Partnership to take remedial or other appropriate action required by the Environmental Indemnity Agreement dated December 20, 1988.

7. During the Existing Agreement County intended to open a Charter International Terminal at McCarran International Airport for arrivals and departures of domestic charter and international flights on or about January 1, 1992. It was the intent of the Parties that Page Airport Services, Inc. would discontinue that portion of its fixed base operation, which dealt with the handling of all its charter business and that the Parties to the Existing Agreement would conclude an arrangement whereby all of Page Airport Services, Inc. charter business would be handled at the County’s new Charter International Terminal.