LEASE AGREEMENT
NORTH LAS VEGAS AIRPORT

THIS LEASE AGREEMENT, hereinafter referred to as “Agreement,” entered into on this ______ day of ____________, 2008, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter “County,” and ____________, a ______________ Company, hereinafter referred to as “Tenant.”

WITNESSETH:

WHEREAS, County is the owner and operator of the Clark County Airport System, which includes North Las Vegas Airport, hereinafter “Airport;” and wishes have developed a private corporate hangar; and

WHEREAS, Tenant wishes to construct and occupy one (1) private corporate hangar of no less than fifteen thousand (15,000) square feet, on property that is compatible with Airport uses; and

WHEREAS, Tenant has been selected in response to the Resolution of Intent to Lease Real Property of County, adopted by the Board of County Commissioners on January 15, 2008; and

WHEREAS, it is the desire of County and Tenant that this Agreement be entered into pursuant to Nevada Revised Statute 244.283;

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

ARTICLE I

1.1 DEFINITIONS

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

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

1.1.3 The term “Commence Construction,” whenever used herein, means commencing construction of a private corporate hangar on the Premises by Tenant 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 corporate hangar on the Premises thereon.
1.1.4 The term “Construction Completion Date,” whenever used herein, means the date construction has been completed for the Improvements on the Premises, as identified in Section 1.3 of this Agreement or as evidenced by a valid Certificate of Occupancy or Temporary Certificate of Occupancy, whichever event occurs first. Tenant shall notify County in writing of its receipt of such Permanent or Temporary Certificate of Occupancy and provide a copy to County within thirty (30) days of its issuance.

1.1.5 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.

1.1.6 The term “County’s Designated Representative (CDR),” whenever used herein, means the Director of Aviation of the Clark County Airport System, including North Las Vegas Airport, or designee acting on behalf of the County. County will notify Tenant of any changes in the CDR, in writing.

1.1.7 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 North Las Vegas Airport.

1.1.8 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.

1.1.9 The term “Effective Date,” whenever used herein, means the date that the Agreement becomes effective and the date on which the Tenant has the right to possess the Premises, together with the obligation to comply with the required and applicable provisions of this Agreement, and on that date all applicable terms and conditions of this Agreement will be in full force and effect.

1.1.10 The term “Emergency,” 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 or has caused structural hazardous or other similar catastrophic damage to the Premises or surrounding areas.

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

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

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

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

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

CLEAN WATER ACT (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.

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

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

and all present or future regulations promulgated thereto.

All substances, materials and wastes that are, or that become, regulated under, or that are, or that become classified as hazardous or toxic under any environmental law, whether such laws are Federal, State or local;
and regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the Federal, State or local government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, (including, but not limited to, ambient air procedures and records detailing chlorofluorocarbons [CFC]), ambient air, ground water, surface water and land use, including sub-strata land.

1.1.12 The term “Release,” whenever used herein, means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any hazardous material as defined hereinabove, in violation of the Environmental Laws.

1.1.13 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, design, construction, utilities, grading, fencing, paving, lighting, roadways, parking lots, drainage, structures, all applicable permits, zoning requirements, as required by Tenant under this Agreement. Notwithstanding the assumption of any of these responsibilities, Tenant shall remain responsible to ensure all Improvements are completed in accordance with this Agreement.

1.1.14 The term “Premises,” whenever used herein, means the Land and the Hangar, including all buildings, fixtures, tenements, rights, easements, privileges and appurtenances belonging, attached or appertaining to such Land on the Approval Date or any time thereafter.

1.1.15 The term “Proposal” or “Bid,” whenever used herein, means the proposal or written bid amount submitted to the DOA by Tenant on __________, 200_, in response to the Resolution of Intent to Lease Real Property of County, adopted by the Board of County Commissioners on January 15, 2008, including any and all attachments and/or subsequent notices of clarification.

1.1.16 The term “Rental Commencement Date,” whenever used herein, means __________, 2008 which is the Effective Date of this Agreement, as defined in Section 1.1.9 of this Agreement.

1.1.17 The term “Tenant,” whenever used herein, means ____________, a __________ Company, entering this Agreement as the developer of one (1) private corporate hangar on the Premises, as described herein.

1.2 TERM

1.2.1 The Effective Date of this Agreement will be ____________, 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 ____________, unless otherwise terminated as provided in Subsection 1.2.2, Section 2.13, or Section 2.14 of this Agreement.

1.2.2 In the event that Tenant fails to either Commence Construction or Complete Construction of the Improvements within the time frames allowed under Sections 1.3.1.2 and 1.11.1 of this Agreement, County shall have the right to terminate this Agreement as provided in Section 2.13.1, at its sole discretion, with thirty (30) days written notice of its intent to terminate this Agreement as if the Agreement.

1.2.3 As soon as practicable following the Approval Date, County and Tenant agree to execute a Memorandum of Lease evidencing the existence of this Agreement, the ownership of the Improvements by Tenant, the rights of Tenant 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 Tenant and Tenant does hereby take from County certain real property, as depicted on Exhibit “A,” Airport Engineering Drawing No. L-2669 Sheet 1 of 1, dated 08/07, attached hereto and by reference made a part hereof, hereinafter referred to as “Premises,” as follows:

1.3.1.1 On ____________, Tenant will take immediate possession, use and occupancy of the area shown on Exhibit A, under all terms and conditions of this Agreement.

1.3.1.2 Tenant hereby acknowledges and agrees that if construction of the Improvements has not commenced by ____________ OR is not completed by ____________, Tenant shall forfeit all rights, with no further claim against the County, unless Tenant can demonstrate to the satisfaction of the CDR that such failure to complete the construction of the Improvements is beyond the reasonable control of the Tenant.

1.3.1.3 It is understood and agreed that should Tenant request the use of the aircraft wash rack at the Airport, such use will be authorized by the CDR, at its sole discretion. County will invoice Tenant for such aircraft wash rack use as further outlined in Section 1.5.3 of this Agreement.

1.3.2 Tenant acknowledges that it has inspected the Premises and is fully cognizant of the present conditions, including but not limited to, structural requirements, Federal Aviation Administration (FAA) requirements, Transportation Security Administration (TSA) requirements, and all easements upon or under the Premises of any type. Tenant also acknowledges and accepts the Premises “AS IS,” including, but not limited to, grades, soil conditions, and drainage with no further responsibility to Tenant 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 Tenant will have ninety (90) days from the Effective Date to conduct an examination of the Premises to determine that it is feasible for the construction of the Improvements and to review soils, environmental and other matters related to such development. Tenant may terminate this Agreement at any time within such ninety (90) day period and receive a refund of any reasonable amounts actually paid by Tenant in the performance of its environmental examination of the Premises and for any work performed prior to termination relating to the environmental examination. Tenant will turn over to CDR all related documentation and/or work products regarding Tenant’s environmental examination prior to County’s payment of any refund, as referenced herein.

1.3.4 Ownership of the facilities and the Improvements thereon shall remain with the Tenant and shall be fully amortized by Tenant 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 Tenant on the Premises, except trade equipment shall vest in County. County shall have the right to require removal by Tenant of all trade equipment and Tenant may have thirty (30) days to remove such trade equipment.

1.3.5 Tenant understands and acknowledges that any use as defined in 1.4 shall conform to the current Federal Aviation Administration (FAA) approved Airport Layout Plan (ALP) as may be modified from time to time. Should any requested use alter the approved ALP, Tenant shall comply with Section 1.3.5 of the Agreement. Tenant further agrees that said uses as defined in Section 1.4 may be on the approved ALP, however, in accordance with the National Environmental Policy Act (NEPA), an Environmental Impact Study (Study) may be required.

1.3.6 Tenant understands that a NEPA 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 cost of the Study; however, Tenant will be required to provide a final construction layout design within ninety (90) days following the approval date.

1.3.7 Within thirty (30) days after the Construction Completion Date, Tenant shall be responsible to provide County with a final legal description of the entire Premises under this Agreement, which includes the depiction of all current and proposed easements and/or rights-of-way that County has or may wish to retain. Tenant will submit a draft description, both narrative and graphic formats, to County for its review and County has the right to modify the documents to retain County's interests in any easements and/or rights-of-way necessary for roads, utilities, and flood control. Once a final description is agreed by both parties, such legal description will be incorporated into this Agreement by mutual correspondence between the parties.
1.3.8 In the event that either the Construction Commencement Date or the Construction Completion Date of the Improvements has not occurred within the time frames established above and further referenced in Section 1.12.1 of this Agreement, due to circumstances beyond the control of Tenant, CDR may extend the Construction Completion Dates for the Improvements for a period not-to-exceed six (6) months. In no event, however, will the extension period be longer than the commensurate time affected by the circumstances beyond the control of Tenant. It is expressly understood that the actions of Tenant and/or its contractors, subcontractors, or other related parties are deemed to be within the control of Tenant.

1.4 USE OF PREMISES

Upon performance of the agreements, provisions and conditions contained in this Agreement, Tenant will have the exclusive use of the Premises as follows:

1.4.1 Construction of one (1) private corporate hangar, no less than fifteen thousand (15,000) square feet in size, for the purpose of storing and maintaining Tenant-owned aircraft. Tenant shall not be, nor shall it assign any interest in the premises to, a business entity, including but not limited to a limited liability company, which creates multiple "owners" of the Tenant, sells time-shares of the hangar, or in any other way is structured to permit the multiple "owners" or time-share holders to hangar their aircraft in the hangar or otherwise utilize the hangar in violation of the permitted purposes allowed by this Agreement.

1.4.2 Tenant will furnish a list of aircraft owned and operated by Tenant, within thirty (30) days after the aircraft’s arrival and storage at the hangar. Such list will include the “N” number and affiliation of each aircraft. This may be in the form of a current insurance certificate for the aircraft.

1.4.3 Tenant may perform repairs and maintenance on aircraft owned or operated by Tenant and may secure fuel from County for the purpose of providing fuel for its own aircraft. However, Tenant will not render such services or secure fuel for aircraft which are not owned or operated by Tenant.

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

1.4.5 Should a conflict ever arise between the Tenant and other tenants at the Airport regarding the use of the Premises, the CDR shall resolve the conflict. Tenant agrees to abide by the CDR’s decision.

1.4.6 Any violation of this Section 1.4 by Tenant may be cause for termination of this Agreement, by County, after all notice and a right to cure as provided in Section 2.13.3 of this Agreement. Upon the occurrence of such an event, Tenant 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 Commencing upon the Rental Commencement Date as further defined in Section 1.1.16 of this Agreement, Tenant agrees to pay to the County, monthly in advance, and on or before the fifteenth (15th) of each month, the following rentals and fees.

1.5.2 **Land Rental Fees:** Tenant was selected in response to the Resolution of Intent to Lease Real Property of County adopted by the Board of County Commissioners on ____________ and Tenant agrees to pay to County as rental as determined by the Tenant’s written bid dated ____________.

Assigned Area: **Approximately Ninety-Eight Thousand Seven Hundred Fourteen Square Feet (SF) (98,714) sq. ft. (2.27 acres) at the rental rate of ______________ per square foot per year; totaling ______________ and 00/100 ($000000) Dollars per year; ______________ and 00/100 ($000000) Dollars per month.

1.5.3 **Aircraft Wash Rack – North Las Vegas Airport:** Tenant shall pay for its use of the aircraft wash rack on a “per use” basis at the current rates in effect at the time of use.

1.5.4 **Redetermination of Rents and Fees:** County reserves the right to redetermine all of the rents and fees contained in this Section 1.5 at any time after the three (3) year anniversary from the Rental Commencement Date as further defined in Section 1.1.16 of this Agreement. Further, County reserves the right to redetermine all of 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 Tenant from the CDR and all such adjustments will be in accordance with a County approved market rate study or an appraisal to bring the rent to the then current fair market value. However, at no time will the redetermined rate be less that the Tenant’s originally determined written Bid, dated ____________.

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 Tenant does not agree with such redetermined rents and fees, it has the right to cancel this Agreement as provided for in Section 2.14, of this Agreement.

1.5.5 Fuel Flowage Fee: It is understood and agreed that Tenant intends to purchase fuel from the County. Should Tenant decide to self-fuel, Tenant agrees to notify the CDR of its intent prior to any activity taking place. Such notification shall include an operational plan for review. Approval will be granted upon notification and Tenants compliance with all General Aviation Airports Rules and Regulations, Operating Directives, and federal, state, and local laws and ordinances for such activity. Should the Tenant elect to self-fuel, the Tenant will pay the County the then current fuel flowage fee on all aviation fuel or propellant dispensed by the Tenant to aircraft which are owned or operated by Tenant. Accurate and complete records of fuel dispensed will be kept and the fee paid to the County by the tenth (10th) day of each month for the preceding calendar month. The Tenant has no right to conduct a commercial fueling operation, whether or not for-profit, or to otherwise sell or provide fuel to others.

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

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

1.5.8 Late Payment: In the event any required payment is not made by Tenant as required and remains unpaid for a period of thirty (30) days or more, County will be entitled to, and Tenant 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.

1.5.9 Letter of Credit: On ______________, or the Rental Commencement Date, whichever occurs first, and every year thereafter, Tenant agrees to provide a Letter of Credit to County in the amount of __________________ ($______) Dollars, which is equal to three (3) months total estimated rates, charges, and/or fees, owed to County as determined at the CDR's sole discretion. Such Letter of Credit will be in the form of an irrevocable Letter of Credit in a format that is acceptable to CDR. In the event Tenant fails to make payments in accordance with the requirements of this
Agreement, County has the right to apply the Letter of Credit as may be necessary and/or exercise any other legal remedies to which it may be entitled. County retains the right to redetermine the amount of the Letter of Credit from time to time.

1.5.10 Fees and charges paid to the County shall not include any taxes, fees or license charges that may be levied, assessed or charged by any governmental entity on Tenant.

1.6 UTILITIES

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

1.7 METHOD OF PAYMENT AND REPORTS

1.7.1 Tenant 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, Airport Manager, North Las Vegas Airport, 2730 Airport Drive, Suite 101, North Las Vegas, NV 89032, or to such other place as County may direct Tenant in writing.

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

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

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

1.8 OPERATING RIGHTS, DUTIES AND OBLIGATIONS

Tenant 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 maintain a corporate hangar in accordance with Section 1.4.
1.8.2 Tenant, 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 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 Tenant will have joint use, in common with others, of roads and driveways necessary for the conduct, operation and maintenance of the corporate hangar. Such use is subject to all traffic controls of the County and State of Nevada.

1.9 METHOD OF OPERATION

1.9.1 Tenant will design, develop, construct, and maintain the corporate hangar in accordance with plans and specifications prepared by Tenant under this Agreement and approved by the CDR.

1.9.2 Tenant will design, develop, construct, and maintain the corporate hangar in a first-class manner and keep its Premises in a safe, clean, orderly condition at all times.

1.9.3 Neither Tenant, invitees, officers, agents, representatives, 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 of this Agreement.

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

1.9.5 All equipment to be used in the operation of Tenant’s premises 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 Tenant and its employees, agents and/or representative in a safe and orderly manner at all times. Upon objection from the CDR to Tenant concerning the operation of such equipment or the unsafe and unclean condition of the equipment, Tenant will immediately remedy the cause of the objection.

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 Tenant or its employees, agents, invitee or any other person using the Premises with Tenant’s consent, express or implied, County may make such repair and bill Tenant at cost plus a fifteen percent (15%) administrative fee for such repairs.
1.11 FACILITIES, MAINTENANCE AND REPAIR BY TENANT

1.11.1 In the operation of Tenant's activities within the Premises, Tenant will design, develop, construct, and maintain the following:

1.11.1.1 All leasehold Improvements, as defined in Section 1.1.13 of this Agreement. Tenant shall remain responsible to ensure all leasehold improvements are completed in accordance with this Agreement.

1.11.1.2 Underground utility lines and connections for the improvements as desired within the leased Premises. Tenant's expense will include all connection fees or all other fees.

1.11.1.3 Maintenance is understood and agreed to include all janitorial services and requirements and daily routine Premises cleanup to keep the Premises in good and tenantable condition throughout the term of this Agreement.

1.11.2 During the term or any extension of this Agreement, Tenant may, with prior written approval of the CDR, add to or alter initially constructed improvements at any time subject to all conditions set forth in Section 1.11.1 above. Any such addition or alteration will be performed in a workmanlike manner in accordance with all applicable governmental regulations and requirements and will not weaken or impair the structural strength or reduce the value of the Premises or improvements thereon.

1.11.3 Tenant will be responsible for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of the occupancy or operation of the Premises. Such removal will conform with all governmental requirements and regulations as more fully described hereinafter in Section 3.22. Such removal and disposal of garbage, debris, contaminants and other waste material is understood to include routine, daily cleanup of the surrounding areas and fence line.

1.11.4 Should Tenant 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 feels are necessary, charging the same to the expense of the Tenant 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 IMPROVEMENTS TO BE COMPLETED BY TENANT

1.12.1 It is understood and agreed by the parties that Tenant shall Complete Construction by [DATE], as further outlined in Section 1.3.1.2 of this Agreement.

1.12.2 If Tenant has not completed construction within the time frame established above, it will be a material breach of this Agreement and County will have the right of termination as further outlined in Section 2.13 of this Agreement.

1.12.3 If construction of Improvements is not completed at the end of any extended term as defined in Section 1.3.7 of this Agreement the County may, at its sole discretion, terminate this Agreement as defined in Section 2.13.

1.12.4 In the event that Tenant has not completed the construction by the established Construction Completion Date, County shall have the right to terminate this Agreement as provided in Section 2.13.1.9, at its sole discretion, with thirty (30) days written notice of its intent to terminate this Agreement.

1.13 CONSTRUCTION STANDARDS, RULES AND REGULATIONS

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

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 North Las Vegas Building Department and/or County Department of Building and Zoning, as may be applicable, prior to the issuance of a building permit and will be subject to any statute, ordinance, rule or regulation of any other applicable governmental agency, department or authority whether Federal, State or local, including, but not limited to, Nevada Revised Statutes Chapter 338.

1.14 WIRELESS APPLICATIONS AND SIMILAR TECHNOLOGIES

Tenant shall not install, deploy, or otherwise engage in the use of any transmitting wireless device, applications, and/or technologies on its Premises, any portion of the Airport or within the Airport System without first having obtained the express written permission of the CDR. Such wireless applications shall only be for Tenant’s operational use. At the request of the CDR, Tenant will cease operation of a particular device due to interference with another
transmitting device that is deemed necessary for operational and/or life-safety purposes. County reserves the right to charge for any space required for the installation of such equipment, as additional rentals payable under this Agreement, for the use of such area. Tenant shall not have any right to install any type of wireless device, application, and/or technology at the Airport for commercial and/or revenue generating purposes.

ARTICLE II

2.1 ASSIGNMENT

2.1.1 Tenant will not assign its rights or duties hereunder, or any estate created hereunder, in whole or in part, except (i) to an affiliate of Tenant, or (ii) with the prior written consent of County. Any such assignment will be specifically subject to all provisions of this Agreement. Any assignment without County’s consent is void, which consent will not be withheld unreasonably or delayed, but will be given in the event that assignee presented is a proper and fit person or entity with financial resources sufficient in County’s reasonable business judgment to be financially secure to perform the obligations hereunder.

2.1.1.1 Any voluntary transfer of fifty percent (50%) or more of Tenant’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, Tenant will submit a copy of the document or instrument of assignment to County.

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

2.1.2 No Release of Tenant

2.1.2.1 Regardless of the County’s consent, no assignment will release Tenant of Tenant’s obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant 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 will not be deemed consent to any subsequent assignment.
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 Tenant.

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

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

2.2 SUBLEASING

Tenant will not have the right under this Agreement to sublease or rent space at the Premises to any other persons, firms or corporations.

2.3 SIGNS

2.3.1 Tenant will not erect, install, operate, nor cause or permit to be erected, installed, or operated upon the Premises or elsewhere upon Airport property, any signs or other similar advertising devices for its own business. County reserves all rights to establish any advertising signs located on the Premises.

2.3.2 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.

2.3.3 Tenant 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).

2.3.4 At the sole discretion of CDR, and subject to compliance with applicable legal requirements, applicable fees, and any other requirements that may be described by the CDR, Tenant'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.

2.4 ENTRY AND INSPECTION OF PREMISES

2.4.1 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 Tenant, 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.

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

2.4.3 For the purpose of inspecting the Premises and for fulfilling County’s obligations hereunder, provided however, that such entry will be at such times and in such manner as to not unreasonably interfere with the operations of Tenant. County may, however, enter at any time for emergency repairs or maintenance.

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

2.4.5 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.

2.5 INTENTION OF PARTIES

2.5.1 This Agreement is intended solely for the benefit of County and Tenant and is not intended to benefit, either directly or indirectly, any other persons or member(s) of the public at large. Any work done or inspection of the Premises by County is solely for the benefit of County and Tenant.

2.5.2 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 Tenant.

2.6 LIENS

Tenant 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 Tenant cause any improvements to the Premises, Tenant 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 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 County's property and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor's sole cost.”

However, should any lien be placed on the Premises or any improvements thereon, Tenant 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 Tenant or any of its contractors or subcontractors upon Tenant'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, Tenant will bond against or discharge the same within thirty (30) days after written request by CDR.

2.7 AIRPORT SECURITY PROGRAM

2.7.1 In the event a security plan is adopted at North Las Vegas Airport by the County, all personnel requiring access to the Airport Terminal Building and/or Airport Operations Area will be required to obtain identification and clearance issued at the sole discretion of the CDR in accordance with the General Aviation Airports Rules and Regulations, Operating Directives, and any Airport Security Program.

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

2.7.3 Should Tenant, its employees, invitees, officers, agents, representative, contractors, subcontractors, and/or suppliers, cause any security violation and should County be cited for a civil penalty for such security violation, Tenant agrees to reimburse County for any monetary civil penalty which may be imposed by the TSA or other governmental agency. Tenant will have access privileges immediately suspended and/or revoked by CDR for failure to adhere to the Airport’s Security Program or for failure to return all badges and/or gate cards within twenty-four (24) hours or the next business day. Such actions may also result in the immediate termination of this Agreement, at the sole discretion of the CDR.
Tenant also hereby agrees that it will immediately implement, at its sole cost and expense, any and all security changes that are directed either directly or indirectly by the TSA, FAA, CDR, or other government agency.

2.8 TAXES, LICENSES AND PERMITS

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

2.9 INDEMNITY

Tenant 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 Tenant’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 Tenant, 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.

2.10 INSURANCE AND CONSTRUCTION BONDS

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

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

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

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

2.10.1.3 Guaranty Bond in the amount of one hundred percent (100%) of the contract price. The Guarantee Bond will go into effect when the
Notice of Completion is approved in accordance with Section 1.13 entitled CONSTRUCTION STANDARDS, RULES AND REGULATIONS, of this Agreement.

2.10.1.4 CDR, in the exercise of his sole discretion may waive the requirements of this Section 2.10.1 upon written request by Tenant.

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

2.10.1.6 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.

2.10.1.7 Tenant 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.

2.10.1.8 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.

2.10.2 **Insurance Requirements**: Upon Tenant’s execution of this Agreement and prior to the commencement of any improvement or equipment installation on or about the Premises, Tenant will provide and agrees to maintain acceptable insurance in accordance with specifications contained in this Section 2.10.2. Tenant shall also require and provide to CDR that its construction contractor procure and maintain insurance for such construction and installation of any portion of the Premises, protecting both Tenant and County as well as the construction contractor 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 Tenant. Such insurance will include but is not limited to the following:

A. Worker’s Compensation Insurance
B. Property Insurance Coverage – Full Insurable Replacement Value of Property and Personal Property
C. Commercial General Liability on an “occurrence” basis
D. Automobile Liability
E. Builder’s Risk equal to the maximum possible loss covering the project and all materials and equipment (during construction and/or Improvements activities).
2.10.2.1 Tenant's (or its Contractor's) insurance shall be primary as respects to County and Tenant, 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.

2.10.2.2 **Worker's Compensation Insurance:** Tenant 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.

2.10.2.3 **Property Insurance Coverage:** Tenant 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. Tenant will be responsible for insuring against any rental protection resulting in loss of income, personal property or extra expense to Tenant.

2.10.2.4 **Commercial Aviation General Liability Insurance:** Tenant will obtain and keep in full force and effect Commercial General Liability Insurance coverage for injury to property and person, products, liability, and such other coverage as may be necessary to protect County herein from such claims and actions. Said insurance shall have limits of not less than One Million ($1,000,000) Dollars per occurrence limit of liability.

2.10.2.5 **Automobile Liability Insurance:** Tenant 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. Tenant will maintain limits of no less than Five Hundred Thousand ($500,000) Dollars combined single limit "per accident" for bodily injury and property damage.

2.10.2.6 **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. Tenant will be responsible for insuring against any business interruption resulting in loss of income or extra expense to Tenant.
Tenant 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.

2.10.3 All required insurance coverage as stated in Section 2.10.2 will be evidenced by a current Certificate(s) of Insurance.

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

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

2.10.6 Tenant (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. Tenant (or its contractor) will furnish renewal Certificates, prior to the expiration of the current Certificates of Insurance, for the same minimum coverages as required in this Agreement. If such certificate(s) are not provided in a timely manner, the CDR may declare the Tenant in default of its obligation under this paragraph, subject to Section 2.13 (Subsection 2.13.3, Cure) entitled ERMINATION BY COUNTY.

2.10.7 Tenant 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.

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

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

2.10.10 All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Tenant'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 Tenant.

2.10.11 If the Tenant fails to maintain any of the insurance coverages required herein, then the County will have the option to declare the Tenant in breach subject to Section 2.13 entitled TERMINATION BY COUNTY (Subsection 2.13.3, Cure) or the CDR may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. The Tenant is responsible for any expenses paid by the County, plus fifteen percent (15%) administrative fees, to maintain such insurance and County may collect the same from the Tenant.

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

2.10.13 Tenant 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 Tenant or its contractor, any subcontractor or anyone employed, directed or supervised by the Tenant. Tenant is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement.

2.10.14 County retains the right to adjust insurance requirement limits, as may be necessary to insure against the risk for a specific activity requested and submitted to County for approval. Such limits shall not exceed those limits established for similar activities at the Airport. Tenant shall require that all policies meet the requirements as set forth in this Section 2.10 of this Agreement.

A. Tenant is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement. Tenant 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, Tenant shall conduct appropriate tests of any fire extinguishing apparatus located on the Premises.

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

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.

2.11 **FIRE PROTECTION**

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

2.12 **DAMAGE AND DESTRUCTION**

2.12.1 In the event of damage, destruction, or loss from any cause of Improvements constructed upon the Premises that is not capable of being repaired within sixty (60) days, Tenant 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 Tenant elects to terminate this Agreement based upon such damage, destruction, or substantial loss and Tenant or its employees or agents cause such damage, destruction or substantial loss to occur, Tenant 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 Tenant does not exercise such termination option, or in the event said damage, destruction or loss is capable of being repaired within sixty (60) days, then Tenant will promptly repair, replace, restore or rebuild said Improvements.

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

2.13 **TERMINATION BY COUNTY**

2.13.1 Default by Tenant.

Tenant will be considered in default as lessee under this Agreement in the event of any one or more of the following occurrences:

2.13.1.1 Tenant 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.

2.13.1.2 A petition or the liquidation under federal bankruptcy statutes, or action under any present or future insolvency law or statute is filed against Tenant 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 this Agreement by Tenant.

2.13.1.3 Tenant 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 Tenant.

2.13.1.4 Tenant voluntarily abandons any of the Premises leased or assigned to it under this Agreement.

2.13.1.5 Violation of Tenant or its contractors, and/or subcontractors of the terms and conditions of this Agreement, as determined by the CDR at its sole discretion. If such default is not cured, as provided for in Section 2.13.3 of the Agreement, CDR may, at its sole discretion, suspend or terminate this Agreement.

2.13.1.6 If Tenant shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nevada, Clark County or City of North Las Vegas.

2.13.1.7 If Tenant shall fail to take possession of the Premises.

2.13.1.8 Tenant fails to provide the required certificates of insurance as stated in Section 2.10 of this Agreement.

2.13.1.9 Tenant fails to Complete Construction of the facilities as further outlined in Section 1.12 of this Agreement. County may terminate this Agreement under this Section 2.13.1.9 at its sole discretion, with thirty (30) days written notice of its intent to terminate this Agreement.

2.13.2 General Provisions.

2.13.2.1 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.

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

2.13.2.3 The Tenant agrees to keep all insurance policies in effect, as required under Section 2.10 of this Agreement, until the time it surrenders its Premises.

2.13.3 Cure.

Tenant will be considered in default of this Agreement if Tenant fails to fulfill any of the terms, covenants, or conditions set forth in this Agreement if such failure continues for a period of more than thirty (30) days (except for failure to pay rental charges as described in Subsection 2.13.1.3 herein above) after delivery by the 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 Tenant will have commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

2.13.4 Termination for Default by Tenant.

In addition to all other remedies available, if default is made by Tenant as described in Section 2.13.1 herein above, and such default is not cured as provided in Section 2.13.3, County may elect to terminate this Agreement with thirty (30) days written notice to Tenant.

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

2.13.4.2 In the event of any termination for default by Tenant, County will have the right to enter upon the Premises and take possession of same. Redelivery and disposal of Improvements will be as described in Section 2.16, REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION, of this Agreement.
2.14 TERMINATION BY TENANT

2.14.1 Default By County.

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

2.14.2 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.

2.14.3 Termination For Default By County.

If default is made by County as described in Section 2.14.1 herein above, Tenant may elect to terminate this Agreement with thirty (30) days' written notice to County.

2.14.3.1 In the event of the termination by County, redelivery and disposal of Improvements will be as described in Section 2.16, entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION, of this Agreement.

2.14.3.2 In the event of any termination for default by County, it will in no way prejudice the right of action for rental fees and charges arrearages owed by Tenant.

2.14.4 Cancellation.

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

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

2.14.4.2 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 Tenant from installing and maintaining its Premises and
associated operations, if such restriction be continued for a period of three (3) months or more.

2.15 WAIVERS AND ACCEPTANCE OF FEES

2.15.1 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.

2.15.2 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 Tenant will be deemed a waiver on the part of Tenant of its right to terminate this Agreement on account of such default.

2.16 REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION

2.16.1 Tenant 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.

2.16.2 Upon termination of this Agreement, howsoever caused, County will require Tenant to remove from the Premises, within thirty (30) days of termination, all equipment, trade fixtures and personal property belonging to Tenant. For purposes of this Subsection 2.16.2, the words “equipment, trade fixtures and personal property” will include, but not be limited to, signs (electrical or otherwise) used to identify Tenant, all equipment used 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 Tenant’s business thereon.

2.16.3 Upon termination of this Agreement, howsoever caused, County may require either of the following by giving written notice prior to the date of termination:

2.16.3.1 Tenant 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 Tenant or otherwise dispose of its interest in the Premises. Such disposal shall have the County’s prior written approval. Tenant agrees that it will use due diligence in completing the removal as may be required herein.

2.16.3.2 Tenant 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.
Tenant agrees that it will immediately provide any transfers of title to County as may be required.

2.16.3.3 If no written notice is received by Tenant from County prior to termination of this Agreement pursuant to this Section 2.16.3, Subsection 2.16.3.2 will apply.

2.16.4 For purposes of this Section 2.16.3 the words “permanent Improvements” will include, but not be limited to, paving, buildings, structures and related appurtenances, wall coverings, carpeting, draperies and light fixtures.

2.17 SUSPENSION AND ABATEMENT

In the event that Tenant’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 Tenant will have the right, upon written notice to County, to a suspension of this Agreement and an abatement of an equitable proportion of the payments to become due hereunder, from the time of such notice until such restrictions will have been remedied and normal operations restored.

2.18 FINANCING

2.18.1 Notwithstanding anything to the contrary contained in this Agreement, Tenant 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 Tenant or any such lender(s) will have the right to immediately record such document(s) with appropriate public official(s). Tenant agrees that copies of all such documents of conveyance or assignment as contained in this Section 2.18 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 Tenant’s interest hereunder, will so succeed subject to all the terms and conditions of this Agreement.

2.18.2 County will deliver to any such lender written notice of any default of Tenant 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 Tenant in accordance with Section 2.13.3 of this Agreement. The time period to cure any default of Tenant will commence when said notice is delivered to lender.

2.18.3 Any default by Tenant 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 2.13.3
of this Agreement, and County will accept any such payment or cure from such lender during the term of the lender’s loan to Tenant.

2.18.3.1 Should the Tenant 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.

2.18.3.2 Should the Tenant 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 2.13.3 of this Agreement. If, however, the lender petitions and County elects to cure the default, County will present for payment to Tenant 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 Tenant and lender, pending such lender’s resort to any foreclosure or sale proceedings under its deed of trust or other security instrument unless Tenant or lender fails to pay County within thirty (30) days from receipt the amount of the invoice.

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

2.18.5 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.
2.19 RECOVERY OF PREMISES

County may, in its unlimited discretion, at any time during the term of this Agreement or any extensions thereof, recover all or any part of the Premises for other Airport or public uses. Prior to the exercise of this power of recovery, County agrees to give Tenant one hundred twenty (120) days prior written notice of its intention to exercise this power. In the event of such taking, County will pay to Tenant a sum equal to the unamortized value of the fixed Improvements made to the Premises by Tenant 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. In the event the recovery is for a portion of the Premises, then this Agreement will continue except that the leased area will be recalculated to reflect the new square footage upon which rental payments will continue.

ARTICLE III

3.1 MAINTENANCE AND OPERATION NONDISCRIMINATION COMPLIANCE

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

3.2 NONDISCRIMINATION IN PARTICIPATION, CONSTRUCTION AND USE OF PREMISES

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

3.2.1 No person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

3.3 TERMINATION RIGHTS FOR BREACH OF SECTIONS 3.1 OR 3.2

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

3.4 NONDISCRIMINATION IN FURNISHING ACCOMMODATIONS AND/OR SERVICES

Tenant 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 Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

3.5 RIGHTS FOR NONCOMPLIANCE WITH SECTION 3.4

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

3.6 TENANT’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. Tenant agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin or sex in connection with the award or performance of any agreement covered by 49 CFR Part 23, Subpart F.

3.6.2 Tenant 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

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

3.8 TENANT OBLIGATION

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

3.9 APPENDIX 9, GENERAL CIVIL RIGHTS PROVISION

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

3.10 AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS

3.10.1 Tenant assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant 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. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant 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 Tenant 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. Tenant 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. Tenant 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 Tenant 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 Tenant employ less than fifty (50) employees on the Airport, it will annually send written correspondence confirming the exemption.

3.11 AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT AND EXPANSION

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

3.12 MAINTENANCE, REPAIR, DIRECTION AND CONTROL

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

3.13 AGREEMENTS WITH THE UNITED STATES OF AMERICA

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

3.14 OPERATION OF AIRPORT BY THE UNITED STATES OF AMERICA

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

3.15 PART 77 OF FEDERAL AVIATION REGULATIONS

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

3.16 NONEXCLUSIVE

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

3.17 AIRSPACE

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

3.18 AIRPORT OBSTRUCTIONS

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

3.19 AIRPORT HAZARDS

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

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

3.21 COMPLIANCE WITH PUBLIC AUTHORITIES

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

3.21.2 Tenant, 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

Tenant 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 Tenant, their agents, employees, contractors, invitees or a third party in violation of the Environmental Laws as defined in Section 1.1, entitled DEFINITIONS, of this Agreement.

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

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

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

3.22.2.1 Prior approval of CDR, which approval will not be unreasonably withheld. Tenant 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 Tenant will not potentially have any material adverse long-term effect on the Premises in the sole judgment of CDR.

3.22.3 COMPLIANCE WITH ALL GOVERNMENTAL AUTHORITIES

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

3.22.3.1 In addition to all other environmental requirements herein Tenant will file all air quality permits with the Clark County Health District and employ emission reduction activities.

3.22.3.2 Should the Government with jurisdiction over the Premises determine that a site characterization, site assessment, and/or cleanup plan be prepared or that a cleanup should be undertaken because of any spills or discharges of hazardous materials at the Premises which occur during the term of this Agreement then Tenant 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, Tenant will promptly provide all information requested by CDR to determine the applicability of the Environmental Laws to the Premises, or to respond to any governmental investigation or to
respond to any claim of liability by third parties which is related to environmental contamination.

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

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

3.22.3.5 The parties agree that County’s right to enforce Tenant’s promise to indemnify is not an adequate remedy at law for Tenant’s violation of any provision of this Agreement. County will also have the rights set forth in Section 3.22.4, entitled COUNTY’S TERMINATION RIGHTS FOR VIOLATION OF ENVIRONMENTAL LAWS, or Section 2.13, entitled TERMINATION BY COUNTY, of this Agreement in addition to all other rights and remedies provided by law or otherwise provided in this Agreement.

3.22.4 COUNTY’S TERMINATION RIGHTS FOR VIOLATION OF ENVIRONMENTAL LAWS

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

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

3.22.4.1.2 County may, at County’s election, terminate this Agreement upon written notice to Tenant as provided in Section 2.13, entitled TERMINATION BY COUNTY, of this Agreement. If this Agreement is terminated under this provision, Tenant waives all rights against County, including, but not limited to, breach of contract, costs of design, installation or construction of Improvements and/or interruption of business.

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

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

3.23 AMERICANS WITH DISABILITIES ACT

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

ARTICLE IV

4.1 FORCE MAJEURE

Neither County nor Tenant 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 Tenant to pay rents, fees or any other money payments required under other provisions, covenants or agreements contained in this Agreement.
4.2 NONLIABILITY OF INDIVIDUALS

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

4.3 QUIET ENJOYMENT

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

4.4 NOTICES

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

Notices 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 Tenant: 

PHONE: (__)__-______ FAX: (__)__-_____

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

4.5 HEADINGS, TITLES OR CAPTIONS

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

4.6 INVALID PROVISIONS

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

4.7 STATE OF NEVADA LAW

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

4.8 INDEPENDENT CONTRACTOR

Tenant 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 Tenant 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 Tenant.

4.10 ADVERSE TENANCY

Any unauthorized holding over by the Tenant 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 Tenant’s property upon the expiration or termination hereof, shall entitle the County to collect from the Tenant 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 Tenant 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 Tenant agrees that the venue of any such dispute, either administratively or judicial, shall be in the State of Nevada. Tenant 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 Tenant 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 Tenant 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 Tenant’s registered agent. The parties hereto expressly agree, covenant, and stipulate that Tenant shall also personally be served with such process out of this State by the registered mailing of such complaint and process to the Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon the Tenant as of the date of receipt thereof. The parties hereto further expressly agree that the Tenant 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

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

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

4.15 SUCCESSORS AND ASSIGNS

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

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

CLARK COUNTY, NEVADA

BY: ____________________________ SIGN: ____________________________
RORY REID, CHAIRMAN
Board of County Commissioners PRINT: ____________________________
TITLE: ____________________________

APPROVED AS TO FORM:
David Roger, District Attorney

BY: ____________________________ (Deputy)
EXHIBIT 'A'

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHEASTERLY OF THE SOUTHWEST 1/16 OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17 LOCATED ON NORTH LAS VEGAS AIRPORT.

LEGAL DESCRIPTION:
BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/16) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 (SW 1/4) CORNER SAID SECTION 17; THENCE NORTH 02°11'01" WEST, 1655.45 FEET; THENCE SOUTH 89°39'09" WEST, 1252.96 FEET TO THE POINT OF BEGINNING.
THENCE SOUTH 00°20'51" EAST, 196.00 FEET;
THENCE SOUTH 89°39'09" WEST, 503.65 FEET;
THENCE NORTH 00°20'51" WEST, 196.00 FEET;
THENCE SOUTH 89°39'09" WEST, 503.65 FEET TO THE POINT OF BEGINNING.
CONTAINING A TOTAL OF 98,714 S.F. ± (2.27 AC. ±).
END OF DESCRIPTION.

BASIS OF BEARING:
NORTH 02°11'01" WEST, BEING THE BEARING OF THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., AS SHOWN ON A MAP ON FILE IN THE CLARK COUNTY, NEVADA RECORDER’S OFFICE AS FILE 99, PAGE 82 OF SURVEYS.

THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES, THIS INFORMATION DOES NOT REPRESENT A SURVEY AND IS FOR LEASE PURPOSES ONLY.

<table>
<thead>
<tr>
<th>REV. NO.</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

McCARRAN INTERNATIONAL AIRPORT
DEPT. OF AVIATION ** CONSTRUCTION/ENGINEERING DIVISION
CLARK COUNTY, NEVADA
NORTH LAS VEGAS AIRPORT
Parcel Number: 139-17-401
ASSIGNED AREA

SCALE  NONE
DATE  08/07
DWG. NO.  L-2669
SHEET 2 OF 2