

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by the City of Fallon, a municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as "CITY"), and FLYINTIZ AVIATION, LLC, a Nevada limited liability company (hereinafter referred to as "FLYINTIZ").

Pursuant to NRS 496.090, the CITY and FLYINTIZ enter into this Agreement for the provision of Fixed Base Operator services at the Fallon Municipal Airport ("Airport") and to provide the terms and provisions related to the same.

RECITALS

1. CITY owns and operates an airport known as the Fallon Municipal Airport, located in Churchill County, Nevada, approximately one mile north of the City of Fallon, Nevada.
2. FLYINTIZ is a Nevada limited liability company that provides various aviation services including but not limited to providing FAA Certification Flights, aircraft rental services through Fallon Municipal Flyers, and professional jet management and training services.
3. FLYINTIZ desires to serve as the Fixed Base Operator at the Airport and the CITY deems it advantageous to its operation of the Airport to enter into this Agreement with FLYINTIZ.

NOW, THEREFORE, in consideration of the above premises and in consideration of the terms, conditions, and covenants of this Agreement, the CITY and FLYINTIZ do hereby enter into this Agreement under the following terms and conditions.

ARTICLE I. PREMISES

- A. Demised Premises.** The real and personal property belonging to the CITY and encompassed in this Agreement shall consist of the following (collectively referred to as the "demised premises"):

- i. The exclusive control and non-exclusive use of the Airport and Airport Administrative Building (also known as the “FBO Building”) in common with other users of the Airport, owned by the CITY; and
- ii. The exclusive control and non-exclusive use of the transient aircraft hangar (also known as the “Drumm” hangar or hangar A-2) owned by the CITY to be used by FLYINTIZ for operational use, including aircraft parking, ground handling, and short-term storage.

B. General Privileges, Uses and Rights. CITY hereby grants to FLYINTIZ the following general privileges, uses and rights, in common with others, all of which shall be subject to the terms, conditions and covenants hereinafter set forth and all of which shall be non-exclusive on the Airport:

- i. The use in common with the public generally of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by FLYINTIZ for commercial or noncommercial aviation activities and fixed base operations, and all activities in connection with or incidental to said business or operation, as herein defined. For the purpose of this Agreement, "public airport facilities" shall include all necessary landing area appurtenances, including, but not limited to, approach areas, runways, taxiways, public aprons, public automobile parking areas, public roadways, public sidewalks, navigational facilities and aids, lighting facilities, public terminal facilities or other public facilities appurtenant to said Airport.
- ii. The right of ingress to and egress from the demised premises over and across public roadways serving the Airport for FLYINTIZ, its agents, employees, servants, patrons, invitees, suppliers of services and furnishers of material.
- iii. Said rights above shall be subject to such ordinances, rules and regulations as now or may hereafter have applications at the Airport.

C. Description of Specific Privileges, Uses and Rights. In addition to the general privileges, uses and rights hereinabove described and without limiting the generality thereof, CITY hereby grants to FLYINTIZ the right to engage in Commercial Aviation Activities and Fixed Based Operations, as defined in Article I, paragraph D below, subject to the conditions and covenants hereinafter set out.

D. Definition of Commercial Aviation Activities and Fixed Base Operations. "Commercial Aviation Activities and Fixed Base Operations" are hereby defined as those activities which involve the sale of aviation services for profit to the general flying public. Said aviation services shall include:

- i. The loading and unloading of aircraft and any lawful activity incidental to the conduct of any services or operations outlined in this paragraph.
- ii. The maintenance, repair and storage of aircraft, which shall include overhauling, rebuilding, repairing, inspection and licensing of same, and the purchase and sale of parts, equipment and accessories therefore.
- iii. The operation of a business of buying and selling aircraft and parts and accessories therefore, and aviation equipment of all descriptions either at retail, wholesale or as dealer.
- iv. The training on the Airport of personnel in the employ of FLYINTIZ and the training on the Airport of members of the general public as students, or otherwise, in any art, science, craft or skill pertaining directly or indirectly to aircraft and aviation.
- v. The operation and sale of sightseeing services.
- vi. The operation and sale of aerial survey, photography and mapping services.
- vii. The operation of nonscheduled air taxi and charter transportation of passengers.
- viii. The operation of school for the instruction of flying, navigation, mechanics, aerial survey, photography, aircraft design, theory and construction.
- ix. The temporary renting and leasing of any CITY owned hangar space for transient aircraft for the private storage of aircraft.

- x. Subject to the prior written approval of CITY, the undertaking of any phase of aviation activity in any way contributing to the air transportation or aerial navigation.

E. Grant Assurance, Non-discrimination and City Covenants. The entering into of this Agreement is conditioned upon the following covenants:

- i. FLYINTIZ shall comply with the following terms and conditions:
 - a. FLYINTIZ shall have the right to conduct aeronautical activities to the public provided that FLYINTIZ agrees:
 - 1. To furnish said services on a fair, equal and nondiscriminatory basis to all users, and
 - 2. To charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that FLYINTIZ may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchases.
 - b. FLYINTIZ, for itself, its agents, its employees, its personal representatives, successors in interest, and assigns, as a part of the consideration for this Agreement agrees that:
 - 1. No person on the grounds of race, color, creed, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport and Airport facilities, and
 - 2. That in the construction of any improvements on, over, or under the land and the furnishing of services, no person on the grounds of race, color, creed, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and
 - 3. That FLYINTIZ shall use the demised 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.

4. FLYINTIZ 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. FLYINTIZ assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. FLYINTIZ assures that it will require that its covered sub-organizations provide assurances to it that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- ii. That, in the event of breach of any of the preceding nondiscrimination covenants, the CITY, by and through the City Engineer, shall have the right to terminate this Agreement.
- iii. No right or privilege has been granted which would prevent any person, firm, or business entity operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
- iv. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 or for aeronautical activities.

ARTICLE II. OBLIGATIONS OF CITY

- A. **Title.** CITY covenants and agrees that at and until the granting of this Agreement that it owns the demised premises and has good title thereto, free and clear of all liens and encumbrances having priority over this Agreement, and that CITY has full right and authority to enter into this Agreement as herein set forth.

CITY further warrants to FLYINTIZ peaceful possession and quiet enjoyment of the demised premises during the term hereof, upon performance of FLYINTIZ's covenants herein.

- B. Operation as a Public Airport.** CITY covenants and agrees that during the term of this Agreement it will operate and maintain the Airport and its public airport facilities, as defined hereinabove, as a public airport according to Chapter 11.08 of the Fallon Municipal Code.

ARTICLE III. OBLIGATIONS OF FLYINTIZ

- A. Conditions of Premises.** FLYINTIZ accepts all the premises demised hereunder in their present condition, and will, as set forth below, maintain any structure or installation thereon, and remove or cause to be removed any debris to the extent required to keep said premises in a neat and presentable condition at all times according to the City of Fallon Codes (building and fire).

- B. Renovation and Repair.** Any repair, renovation, or improvement FLYINTIZ desires to make to the demised premises that is not caused by FLYINTIZ or FLYINTIZ's agents, employees, contractors, invitees, or licensees' negligence, willful misconduct, or improper use of the demised premises shall be submitted in writing by FLYINTIZ to CITY with detailed plans and specifications. CITY shall have thirty (30) days from receipt of such request to approve or deny FLYINTIZ's request for repair, renovation, or improvement to the demised premises. If CITY fails to respond within such thirty (30) day period, CITY's non-response shall be deemed a denial. Any approved repair, renovation, or improvement FLYINTIZ desires to make to the demised premises that are approved by the CITY shall be paid for by the CITY.

Any repair, renovation, or improvement that is necessitated by or results from the negligence, willful misconduct, or improper use of the demised premises by FLYINTIZ or FLYINTIZ's agents, employees, contractors, invitees, or licensees shall be promptly performed by FLYINTIZ at FLYINTIZ sole cost and expense.

The parties hereby acknowledge that prior to the execution of this Agreement, FLYINTIZ conducted and performed renovations and repair of improvements upon the Airport Administrative Building and CITY owned hangar, and said renovations and repairs completed are not subject to this paragraph.

C. **Title to Improvements.** Title to all permanent improvements situate or constructed upon the demised premises shall vest and remain in CITY. All other improvements of a non-permanent nature, and all trade fixtures, machinery and furnishings made or installed by FLYINTIZ may be removed from the demised premises at any time by FLYINTIZ, except as otherwise provided in this Agreement.

D. **Maintenance.** FLYINTIZ shall, at its sole cost and expense, maintain all the premises demised hereunder, and the improvements and appurtenances thereto, in a presentable condition consistent with good business practice in a safe, neat, sightly and good physical condition. FLYINTIZ shall repair all damages to said premises caused by its employees, agents, patrons, or its operation thereon and shall maintain and repair all equipment thereon, including any drainage installations, buildings and improvements.

In the event it shall become necessary to repair or replace any plumbing, electrical wiring, or similar installations, the CITY, at CITY's cost and expense, shall repair or replace the same, provided, however that any repair or replacement of any plumbing, electrical wiring, or similar installation necessitated by or that results from the negligence, willful misconduct, or improper use by FLYINTIZ or FLYINTIZ's agents, employees, contractors, invitees, or licensees shall be promptly performed by FLYINTIZ at FLYINTIZ's sole cost and expense.

E. **Commercial Aviation Operations by FLYINTIZ.** FLYINTIZ agrees that any commercial aviation operations on the premises shall be conducted in a safe, proper, efficient and courteous manner, in order to promote aviation activity at the Airport.

FLYINTIZ further agrees that all such services shall be furnished on a fair, equal and nondiscriminatory basis to all users thereof, and that only fair, reasonable and nondiscriminatory prices for each unit of sale or service will be charged.

F. **Utilities.** FLYINTIZ shall be responsible for paying all costs and charges associated with internet services on the demised premises and shall cause the same to be placed in its name. All other utilities to the demised premises shall be paid for and borne by CITY.

G. **Trash and Fire Extinguishers.** FLYINTIZ shall provide complete and proper procedure for the adequate and sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse resulting from the operation of its business. FLYINTIZ shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the

demised premises shall not be permitted.

FLYINTIZ shall also provide and maintain fire extinguishers at the demised premises in the quantity and type approved by Fire Marshall. Fire extinguishers shall be inspected annually.

H. Minimum Services to be Provided by FLYINTIZ.

- i. FLYINTIZ agrees to purchase and provide, at its sole cost and expense, aviation fuels (100 LL and Jet A), establish and maintain a complete flight operation, issue NOTAM's, and operate the UNICOM and other services of like nature with the consent of the CITY and the provisions of Title 11 of the Fallon Municipal Code.
- ii. FLYINTIZ agrees to maintain an office at the Airport staffed by at least one attendant with business hours to be at the sole discretion of FLYINTIZ.
FLYINTIZ agrees to have callout staff available and to provide the following services:
 - a. Pumping fuel to aircraft; Fuel truck for Jet A and 100LL;
 - b. Selling and dispensing oil;
 - c. Maintaining the Administration Building, including restrooms, in a clean and orderly manner; and
 - d. Such other services as CITY and FLYINTIZ may reasonably designate and agree to.
- iii. FLYINTIZ further agrees to have an attendant or attendants available on-call after normal business hours for the purpose of performing the services specified in this Article III, paragraph H, and to maintain a sign containing the telephone number or numbers of such attendants posted at the Airport in such manner as to be readily observable and readable by the public.
- iv. FLYINTIZ may charge a fee for each instance in which it is called upon to provide after-hours fuel or other services at the airport.
- v. FLYINTIZ agrees to purchase, at its sole cost and expense aviation fuels (100 LL and Jet A), lubricants and propellants of all types customarily used by aircraft utilizing the Airport or similar airports within the State of Nevada. FLYINTIZ shall have sole discretion in determining the vendors and prices at which such fuels, lubricants and propellants are sold to Airport customers.

vi. Subject to, and in addition to the rent provided in Article V. below, FLYINTIZ agrees to pay monthly to CITY the sum of six cents (\$0.06) per gallon for all fuel sold by FLYINTIZ at the Airport during the term of this Agreement; provided however, that in the event the CITY desires to purchase new fuel tanks to be used at the Airport, the CITY and FLYINTIZ shall meet prior to said purchase to discuss and renegotiate the amount of cents per gallon FLYINTIZ shall pay the CITY for all fuel sold by FLYINTIZ at the Airport.

FLYINTIZ shall make reports of the amount of fuel sold in gallons (100 LL and Jet A) monthly, and the payment required by this paragraph shall be due, owing and payable to the CITY on or before the 15th day of the next succeeding month.

FLYINTIZ shall keep an accurate record of fuel purchased, used, sold, delivered or disposed of, and, at the request of the CITY, shall make available all invoices and records of such purchases and disposition for up to sixty (60) days prior to such request. Failure to keep and make available to CITY such records or pay to CITY the sums herein provided when due shall be grounds to terminate this Agreement.

I. Collection of Airport Use Fees. During the term of this Agreement, FLYINTIZ shall act as CITY's agent in collecting all tie-down and wash rack fees or other airport use charges that may be levied by CITY to users of the Airport facilities. All such fees collected by FLYINTIZ shall be remitted to CITY on a monthly basis, together with a written report outlining the dates on which such fees were collected and certifying the person from whom they were collected. FLYINTIZ shall be entitled to retain fifty percent (50%) of all such field use fees collected, as reimbursement for the services required in this paragraph.

J. Additional Obligations of FLYINTIZ.

- i. During the term of this Agreement, FLYINTIZ shall not commit, or suffer to be committed, any waste or maintain any nuisance on the demised premises. FLYINTIZ shall not, and shall ensure that all employees and agents of FLYINTIZ do not, store or dispose of any hazardous materials which are, or

during the terms of the Agreement become, regulated by any local government authority, by the State of Nevada, or by the United States government.

- ii. FLYINTIZ shall keep the demised premises and all City-owned premises and every part thereof, and all buildings and other improvements free from all mechanic's, material men's, and other liens for or arising out of or in connection with work or labor done, service performed, or materials or appliances used or furnished for or in connection with any operations of FLYINTIZ.
- iii. FLYINTIZ agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to high professional standards, and be in conformity with the Federal Aviation Administration Grant Assurances, all City, County, State, or Federal rules, regulations, ordinances, laws and acts relating to its business.
- iv. FLYINTIZ agrees to indemnify, hold harmless, and to defend CITY and all its servants, agents, or employees from and against all liability for injuries to or deaths of persons or damages to property caused by FLYINTIZ 's use and occupancy of the demised premises and its operation at the Airport caused by FLYINTIZ 's negligence; provided that FLYINTIZ shall not be liable for injuries to or deaths of persons or damages to property caused by negligence of CITY or the agencies or employees of CITY. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted and coming to its knowledge which, in any way, directly, or indirectly, contingently or otherwise, affects or might affect the other party.
- v. FLYINTIZ must procure and maintain, at its own cost and expense, at all times during the term of this Agreement, the following minimum policies issued by insurance companies authorized to do business in Nevada:
 - a. General liability insurance, premises and operation (including mobile equipment) \$1,000,000 per occurrence / \$1,000,000 general aggregate and the City of Fallon shall be named as additional insured under the liability insurance policy.
 - b. Form of Policy. All policies of insurance required by this section must be in a standard form and written by qualified insurance companies satisfactory to

the City Clerk Treasurer. Evidence of all insurance required must be provided by FLYINTIZ by filing with the City Clerk Treasurer and the City Engineer a copy of the policy and policies, together with a duly executed original certificate of insurance to the effect that the insurance required by this Agreement is extended. All certificates of insurance must specifically state that "City of Fallon, its officers, agents, and employees" are named as additional insured under the policy or policies. All policies and certificates must contain a provision that written notice of policy lapses, cancellation, or any changes shall be delivered to the City Clerk Treasurer no fewer than 30 days in advance of the effective date.

- c. Notice. FLYINTIZ must give the City Clerk Treasurer prompt and timely notice of any claim made or suit instituted of which it is aware of that in any way directly, contingently, or otherwise affects or might affect either, and both have the right to participate in the defense of the claim to the extent of its own interest.
- d. FLYINTIZ shall not in any manner, directly or indirectly, assign, hypothecate or transfer this Agreement or any interest therein, or sublet the premises (with the exception of the "Drumm" hangar also known as hangar A-2 and provided for in this Agreement), or any portion thereof, without the prior written consent of the City.

ARTICLE IV. TERMS

- A. The term of this Agreement shall be for a period of ten (10) years, commencing on the _____ day of _____, 2026 and ending on the _____ day of _____, 2036. FLYINTIZ will have the option to renew this Agreement for a period of two (2) five (5) year terms upon the expiration of the initial term provided that all terms, covenants and conditions of the initial Agreement term have been met and fulfilled. All provisions of this Agreement will carry over. Other changes which are mutually agreed to by both parties may be made. Written notice of FLYINTIZ 's intention to renew this Agreement must be given to City in writing at least one hundred eighty (180) calendar days prior to the expiration of the initial term of this Agreement. FLYINTIZ at the end of each

five-year option must give a sixty (60) day written notice to CITY of intentions to renew. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, with a written notice of sixty (60) days to the other party.

ARTICLE V. RENTAL

A. **Rate.** FLYINTIZ agrees to pay to CITY for the use of the demised premises, facilities, rights, services and privileges granted hereunder, a base rental of Three Hundred Dollars (\$300.00) per month for the transient aircraft hangar (also known as the “Drumm” hangar or hangar A-2), payable in advance, on the first day of each month, commencing _____, 2026, and continuing thereafter on the first day of each successive month during the term of this Agreement; provided, however, that FLYINTIZ acknowledges the CITY is in the process of building a new FBO building at the Airport, and upon the completion of the new FBO building, the CITY and FLYINTIZ shall meet within sixty (60) days to discuss and renegotiate the base rental amount to be paid per month by FLYINTIZ. Such monthly base rent shall be applied against and deducted from the FLYINTIZ 's share of monthly fuel revenues provided for in sub-paragraph vi of paragraph H of Article III, above.

FLYINTIZ agrees that the CITY and its authorized agents, representatives, and employees shall have the right to enter the transient aircraft hangar (also known as the “Drumm” hangar or hangar A-2) owned by the CITY at all reasonable times, with twenty-four (24) hours notice, except in the case of an emergency in which case no notice shall be required, for the purpose of inspecting and evaluating the airport hangar for future airport hangar development, construction, or use. As such, FLYINTIZ agrees that FLYINTIZ will ensure that the occupation or use of the transient aircraft hangar (also known as the “Drumm” hangar or hangar A-2) is done in a manner where the CITY and its authorized agents, representatives, and employees can enter the transient aircraft hangar (also known as the “Drumm” hangar or hangar A-2) in order to accomplish its objective of inspecting and evaluating the hangar for future airport development, construction, or use without unreasonable interference or obstruction.

B. **Taxes and Assessments as Additional Rent.** In addition to the rent payable under this Article, FLYINTIZ shall pay and discharge promptly, as the same becomes due and before

delinquency, all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against FLYINTIZ 's equipment, facilities or other property not owned by CITY, during the term of this Agreement.

- C. Periodic Adjustment in Monthly Report.** The price per gallon of FLYINTIZ 's fuel sales, payable to CITY under sub-paragraph vi of paragraph H. of Article III, above, together with the monthly base rent payable to CITY under this Article V, shall be adjusted every five (5) years during the term of this Agreement.

ARTICLE VI. CANCELLATION, SUSPENSION

- A. Cancellation by CITY.** This Agreement shall be subject to termination by CITY in the event FLYINTIZ shall:

- i. Be in arrears in the payment of the whole or part of the amount agreed upon hereunder for a period of fifteen (15) days after the time such payment becomes due;
- ii. Make a voluntary or involuntary assignment for the benefit of creditors;
- iii. File a voluntary petition in bankruptcy;
- iv. Abandon the demised premises;
- v. Fail to replace any improvements by FLYINTIZ which have been destroyed by fire, explosion, etc., within six (6) months from the date of such destruction;
- vi. CITY and FLYINTIZ fail to come to terms on the price per gallon for all fuel sold by FLYINTIZ in the event the CITY decides to purchase a new fuel tank(s);
- vii. CITY and FLYINTIZ fail to come to terms on the base monthly rental rate following the construction of the new FBO building at the Airport; or
- viii. Default in the performance of any of the covenants, and conditions required herein.

- B.** In any of the aforesaid events described in Article VI(A)(i-viii) above, the CITY shall give FLYINTIZ written notice of such breach or default, and FLYINTIZ shall immediately correct the same. If, within thirty (30) days from the date of such notice, the breach or default complained of shall not have been corrected, then and in that event, CITY shall have the right to declare this Agreement immediately terminated as to the balance of the term herein, and

may forcibly, if necessary, re-enter and take immediate possession of the demised premises, without being deemed guilty of any nature of trespass.

Failure of CITY to declare this Agreement terminated upon the default of FLYINTIZ for any of the reasons set out shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent default or violations of the terms hereof.

- C. **Suspension of Lease.** During any time of war or national emergency, CITY shall have the right to lease the demised premises and any part of said Airport to the United States Government for military or naval use. If any such lease is executed, any provisions of this Agreement which are inconsistent with the provisions of the lease to the government shall be suspended. Nothing contained in this Agreement shall prevent FLYINTIZ from pursuing any rights which FLYINTIZ may have for reimbursement from the United States Government for the taking of any part of this leasehold or from any loss or damage caused to FLYINTIZ by the United States Government.

ARTICLE VII. RIGHTS UPON EXPIRATION OR TERMINATION

- A. **Obligations Following Termination.** Upon expiration of this Agreement or any termination hereof, FLYINTIZ shall immediately remove all personal property belonging to or owned by it from the demised premises and return the premises and improvements thereon to CITY in a good state of repair, normal wear and tear excepted. Any property remaining on the premises after expiration or termination shall, at the CITY's sole option, become the property of CITY or the same may be removed and/or disposed of in any manner deemed appropriate by CITY.

ARTICLE VIII. GENERAL PROVISIONS

- A. **Concessions Excluded.** It is specifically agreed and stipulated that the sale of alcoholic beverages at any location within the boundaries of the Airport is prohibited.
- B. **Modification.** This Agreement may be modified, amended, altered, or changed by the parties at any time during the term hereof, provided that such modification, amendment, alteration, or change shall be valid and effective only if made in writing and signed by authorized representatives of both parties.

- C. **Attorney's Fees.** In any action brought by either party for the enforcement of this Agreement, the prevailing party in each action shall be entitled to recover interest and reasonable attorney's fees.
- D. **Subordination of Agreement.** This Agreement shall be subordinated to the provisions of any existing or future agreement between CITY and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- E. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.
- F. **Notices.** Notices to CITY provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to City Clerk Treasurer, City of Fallon, 55 W. Williams Avenue, Fallon, Nevada, or to such other addressees as the parties may designate to each other in writing from time to time.
- Notices to FLYINTIZ provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to Anthony Tisdale, Managing Member of FLYINTIZ AVIATION, LLC, P.O. Box 5340, Fallon, NV 89407, or to such other addressees as the parties may designate to each other in writing from time to time.
- G. **Successors and Assigns.** All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- H. **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Nevada. Any lawsuit arising from this Agreement shall be brought exclusively in a court of competent jurisdiction in Churchill County, Nevada and the parties expressly consent to such jurisdiction.
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and no modification hereof shall be binding unless evidenced by a writing signed by both parties.
- J. **Assignment:** This Agreement shall not be assigned without the express written consent of the CITY.

