

When Recorded:  
Paul Brunelle  
1290 Centerville  
Gardnerville NV  
89410

# SUB LEASE AGREEMENT

010801108  
A. Portion of 1320-08002  
004

Between Barry C. and Marsha Bangert, Bangert Family Limited Partnership and  
The Brunelle Family Trust, Paul and Susan Brunelle, Trustees

Reference: Lease between Douglas County and Bangert Family Limited Partnership,  
recorded as; 0499697, BK0900PG3386 herein referred to as "the lease". A copy of  
which is attached to and a part of this sub lease.

The Bangert Family Limited Partnership agrees to sub lease a portion of its leasehold  
to The Brunelle Family Trust.

The following information is hereby furnished in compliance with Section 21.  
ASSIGNMENT, SUBLETTING, SALE, AND ENCUMBRANCE of "the  
lease".

1. The name of the subtenant is: The Brunelle Family Trust, Paul and Susan Brunelle, Trustees, 1290 Centerville Lane, Gardnerville, NV 89410
2. The nature of the business is to construct, rent and/or occupy aircraft storage hangers. No other use is authorized or permitted.
3. This Sub Lease is subject to all of the terms and conditions of "The Lease". The consideration for the sub lease shall be net zero expense to the Bangert Family Limited Partnership. The minimum rent shall be seventeen cents per square foot per year, of "The Lease" area. See Exhibit A of "The Lease"

## 26. NON-DISCRIMINATION

The Tenant agrees that the following federal requirements apply to the Tenant's use of the Premises.

A. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the premises described in the lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant must maintain and operate the facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

B. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration covenants and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulation may be amended.

C. That in the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the lease and to re-enter and repossess the premises and hold the premises as if the lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

STEWART TITLE OF DOUGLAS COUNTY  
RECORDED AS AN  
ASSIGNMENT, SUBLETTING, SALE, AND ENCUMBRANCE  
OF INTEREST IN REAL PROPERTY  
OF DOUGLAS COUNTY, NEVADA  
ON SEPTEMBER 10, 2008 AT 10:00 AM  
UPON TITLE TO ANY REAL PROPERTY DESCRIBED  
THEREIN.

D. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users (and it must charge fair, equal and no unjustly discriminatory prices for each unit or service; provided, that the tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Non-compliance with subsection D above shall constitute a material breach of this agreement and in the event of such non-compliance the Landlord shall have the right to terminate this lease agreement without liability or at the election of the Landlord or the United States either or both Governments shall have the right to judicially enforce these provisions.

F. Tenant agrees that it shall insert the above five provisions in any lease agreement by which the Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased premises.

G. The Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subplot E, to insure 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. The Tenant 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. The Tenant assures that it will require that its covered sub-organizations provide assurance to the Tenant that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effort.

H. The Landlord reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

I. The Landlord reserves the right, but shall not be obligated to the Tenant to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Tenant in this regard.

J. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Landlord and the United States, relative to the, development, operation or maintenance of the airport.

K. There is reserved to the Landlord, 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 leased premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation of the Minden-Tahoe Airport.

L. 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.

M. The Tenant by accepting this 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 leased premises above the mean sea level elevation 4778 feet. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

N. The Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Minden-Tahoe Airport or otherwise constitutes a hazard. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises and to abate the interference at the expense of the Tenant.

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

P. This lease and all the provisions hereof shall be subject to whatever right of the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Minden-Tahoe Airport by the United States during the time of war or national emergency.

Barry C and Marsha Bangert Family Limited Partnership	The Brunelle Family Trust, Paul and Susan Brunelle, Trustees
<i>Barry C. Bangert</i> 5-23-2001	<i>Paul T. Brunelle</i> 5-23-2001
Barry C. Bangert Date	Paul T. Brunelle Date

Approved: For Douglas County Nevada

*James Braswell*  
 James Braswell, Operational Services Director,  
 Airport Manager Date 5-24-01

STATE OF Nevada )  
 )  
 COUNTY OF Douglas ) SS.

This instrument was acknowledged before me on May 30, 2001  
 199\_\_, by Barry C. Bangert, Bangert Family  
Limited Partnership



*Mary H. Kelsh*  
 Notary Public

STATE OF Nevada )  
 )  
 COUNTY OF Douglas ) SS.

This instrument was acknowledged before me on May 30, 2001  
 199\_\_, by Paul T. Brunelle, trustee



*Mary H. Kelsh*  
 Notary Public

0515397 BK0501PG9061

COPY

REQUESTED BY  
**STEWART TITLE OF DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2001 MAY 30 PM 3: 17

LINDA SLATER  
RECORDER

\$10<sup>00</sup> PAID *Kg* DEPUTY

0515397

BK0501PG9062