

Assessor's Parcel Number: N/A

Date: DECEMBER 10, 2014

Recording Requested By:

Name: BOBBI THOMPSON/MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00004895201408541840100103

KAREN ELLISON, RECORDER

COMMERCIAL OPERATOR AGREEMENT #2014.244

(Title of Document)



COMMERCIAL
OPERATOR
APPLICATION
LFBO

Date: 10/29/2014

Business Name: Sierra Skyport Ltd.

Owner/Operator: Sierra Skyport Ltd

Address: 2183 Taxiway F #A6

City: Minden ST: NV Zip: 89423

Phone: 775.309.4423 Cell: _____

Email: finance@sierrasport.com Fax: _____

Emergency Contact Name: Rodney Aiglstorfer

Emergency Contact #(s): 775.476.8524

[Signature]
TED TIRMAN
CLERK
DEPUTY

2014 DEC 10 AM 11:40

NO. 2014-2222

FILED

NV State Business Registration-NV Secretary of State (attach copy)

Certificate of Liability Insurance naming Douglas County and Minden-Tahoe Airport as additionally insured (\$2,000,000 general liability, \$500,000 vehicular liability, \$1,000,000 hangar keepers, \$1,000,000 aircraft passenger liability, \$1,000,000 environmental liability) (attach copy)

Lease hold

BUILDINGS & LEASEHOLD	MINIMUM STANDARD	LEASE NUMBER
LFBO Terminal	2,000 square feet	LL <u>2500</u>
Maintenance Hangar	2,500 square feet	LL <u>2500</u>
Aircraft Storage Hangar	7,500 square feet	LL <u>7800</u>
Ramp	20,000 square feet	LL <u>20,000</u>
Fuel Storage Area	5,500 square feet	LL <u>5,000</u>
TOTAL LEASEHOLD AREA	2 ACRES (CONTIGUOUS)	

Required LFBO Services (Please provide a statement describing how you will provide the following required services)

Aircraft Fueling	<u>Self Service tanks</u>
Aircraft Line Services	<u>Contracted through Soaring NV</u>
Pilot Services and Concessions	<u>Terminal Adjacent to tanks</u>
Aircraft Storage Hangars	<u>2183 Taxiway F #A6, #A1 / 2178 Taxiway F #A6 Hangar H</u>



SIERRA SKYPORT LTD

2183 Taxiway F #A6
Minden NV, 89423

T 775.309.4423
finance@sierraskyport.com

www.sierraskyport.com

October 26, 2014
Bobby Thompson
Airport Manager
Minden-Tahoe Airport

To Whom It May Concern,

Sierra Skyport LTD, a Nevada corporation and currently a SASO at the Minden-Tahoe Airport providing Flight Training Services and Aircraft Rental, would like to submit for approval as a LFBO. Sierra Skyport LTD is a wholly owned subsidiary of Mobius Developers LLC, a Delaware Corporation with foreign authority in Nevada.

To meet the minimum requirements of an LFBO, Sierra Skyport LTD will be taking over the leaseholds and leasehold improvements owned and operated by the current LFBO, Red Baron Aviation Inc. DBA SoaringNV. Combined with its current SASO assets, acquisition of the Red Baron Inc. DBA SoaringNV LFBO assets will complete all requirements and minimum standards for Sierra Skyport LTD to operate as an LFBO.

The following is a breakdown of the leasehold size minimum standards and actuals for Sierra Skyport LTD:

BUILDING & LEASEHOLD	MINIMUM STANDARD	ACTUAL
Total Leasehold Area	2 acres (contiguous)	2.1 acres (contiguous)
FBO Terminal	2,000 square feet	2,500 square feet
Maintenance Hangar	2,500 square feet	2,500 square feet
Aircraft Storage Hangar	7,500 square feet	7,800 square feet
Ramp	20,000 square feet	20,000 square feet
Fuel Storage & Service Area	5,000 square feet	5,000 square feet


Sierra Skyport Ltd.
A Nevada Domestic Limited-liability Company

By: Mobius Advisors LLC, Manager
By: Rodney Aiglstorfer, as Trustee
of the Mobius Consortium Trust

LETTER OF INTENT BETWEEN PARTIES
REGARDING PROPERTY AND EQUIPMENT
LOCATED AT 1138 AIRPORT ROAD, MINDEN, NV 89423

The undersigned parties to this Letter of Intent, agree to the following and represent to all their intent to enter into a binding agreement as relates to the following transactions subject to the approval of the Douglas County Board of Commissioners. The primary parties to these transactions are Sierra Skyport LTD, Red Baron Aviation, Thomas Muller, and Laurie Harding.

I. Purchases

A. Red Baron Aviation, and any other entity required by the pertinent regulations, agrees to sell and Sierra Skyport LTD agrees to buy the building located at 1138 Airport Road, Minden, Nevada 89423, the 100LL fuel tank and associated equipment, and all statutorily required operating assets in order to operate an LFBO under the regulatory requirements of the State of Nevada and the Federal Aviation Administration. Price and terms have been set and agreed between the parties and there are no indefinite substantive terms.

II. Leases

A. Sierra Skyport, LTD has agreed to assume the ground lease beneath the building from Red Baron, said building located at 1138 Airport Road, Minden, Nevada at the terms set forth in said lease and accepting all benefits and responsibilities appended to that lease upon approval from the County. Consideration and terms have been set and agreed between the parties and there are no indefinite substantive terms.

B. Sierra Skyport LTD has agreed to assume the ground lease described herein as the Ramp Lease that is adjacent to the building at 1138 Airport Road, Minden, Nevada including improvements (100LL tank and appended equipment) from Red Baron, d/b/a SNV, and Laurie Harden individually. Price and terms have been set and agreed between the parties and there are no indefinite substantive terms.

III. Intent to Seek Limited Fixed Base Operator Status

A. Sierra Skyport LTD will make application to Douglas County for LBFO status and provide all pertinent statutorily required documents. It is Sierra Skyport's intent to receive LFBO status and continue the operation of the 100LL fuels service, once pertinent County approval is granted.



IV. Entities Involved, Roles, and Statements of Agreement

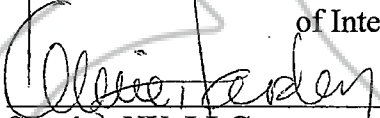
A. The Following Entities and Their Principals Are Involved in this Transaction:


1. **Sierra Skyport LTD** -- A Nevada Domestic Limited-Liability Company, and Rodney Aiglstorfer, as Trustee of Mobius Consortium Trust, Sole Member of Sierra Skyport LTD.
2. Red Baron Aviation, Inc., -- A Delaware Company, and Thomas U. Muller, as President.
3. ~~Soaring Nevada~~, A Nevada Domestic Limited-Liability Company, and Laurie ~~Harding~~, as Managing Member.

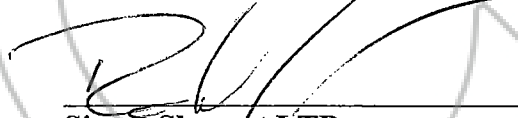
B. The Following Entities Fulfill the Below Listed Roles as Participants in The Above Outlined Transaction:

1. Sierra Skyport LTD – Is the purchaser of the above outlined building and equipment, and the successor in the above outlined leaseholds.
2. Red Baron Aviation, Inc. – Is the seller and owner of the above outlined building and equipment, and the predecessor and leaseholders in the above outlined leaseholds.
3. ~~Soaring Nevada~~, LLC. – Is the d/b/a entity of Red Baron on the leasehold described as the “ramp lease,” outlined above.

C. The Below Listed Parties are Authorized Persons Agreeing to This Letter of Intent:


Soaring NV, LLC
A Nevada Domestic Limited-Liability Company
By: Laurie Harden, Managing Member


Red Baron Aviation, Inc.
A Delaware Domestic Corporation
By: Tom Muller, President


Sierra Skyport LTD.
A Nevada Domestic Limited-liability Company
By: Mobius Advisors LLC, Manager
By: Rodney Aiglstorfer, as Trustee
of the Mobius Consortium Trust

*Minden-Tahoe Airport
Commercial Operator Agreement
Limited Fixed Base Operators (LFBO)*

- 1. GRANT OF AGREEMENT:** Douglas County (County) grants to Sierra Skyport (Permittee) a revocable and non-exclusive Agreement to enter onto the Minden-Tahoe Airport for the purpose of commercial operations effective December 4, 2014. The County's representative for the purposes of this Agreement is the Airport Manager (Manager).
- 2. USE:** This Agreement grants the Permittee a revocable and non-exclusive right to operate a commercial aviation service at the Minden-Tahoe Airport.
- 3. TERM:** This Commercial Operator Agreement (COA) is effective for **fifteen years** from the date indicated in Paragraph 1, unless terminated pursuant to Paragraph 14. The Permittee may request to extend the COA for a successive five-year period provided that they are in compliance with the Minimum Standards in effective at the time of renewal.
- 4. REPORTING REQUIREMENTS AND FEES:** Permittee must comply with all fees and reporting requirements as set by the Board of County Commissioners or the Airport Manager.
- 5. AIRPORT ACCESS AND STAGING AREAS:** The Airport Manager shall designate the route and method of ingress and egress to and from airside Airport facilities. Permittee and Permittee's guests, visitors, clients and students must use the route designated by the Airport Manager. The Airport Manager will designate areas for all staging and parking activities that utilize Minden-Tahoe Airport public facilities. Repeated failure to comply with this requirement is grounds for suspension or termination of this agreement.
- 6. AIRPORT RULES AND REGULATIONS AND MINIMUM STANDARDS:** Permittee agrees to comply with all terms of the Airport Rules and Regulations and the Minimum Standards as written and amended. Failure to comply with the Airport Rules and Regulations or Minimum Standards shall result in suspension or termination of this agreement.
- 7. PERMITS AND APPROVALS:** Prior to conducting any activity as authorized by this agreement, Permittee must obtain any necessary permits or approvals from any agency having jurisdiction for conducting their commercial operation. This includes but is not limited to local business requirements as set forth in the Douglas County Code; state and local business licenses; state environmental protection agency; the state water engineer and the Federal Aviation Administration.
- 8. HOLD HARMLESS:** Permittee agrees to defend, indemnify, save, and keep harmless Douglas County and Minden-Tahoe Airport, its boards, officers, agents, and employees against all liabilities, judgments, costs, and expenses which may in any way accrue against Douglas County and the Minden-Tahoe Airport as a consequence of the granting of this Agreement or as a result of Permittee's actions or inactions.

9. ASSIGNMENT, TRANSFER AND SUBLETTING: This Agreement may not be assigned, transferred or subletted. It shall automatically expire upon the Permittee's death or the business ceasing to operate as a LFBO.

10. INSURANCE: Permittee agrees to obtain and maintain, at no cost to the County, an appropriate insurance policy or policies as specified in the Minden-Tahoe Airport Minimum Standards. The insurance policy must be written by a company authorized to offer insurance services in the State of Nevada, and must be maintained for the entire period this COA is in effect.

11. WASTE AND HAZARDOUS SUBSTANCES: Permittee shall not allow any waste or hazardous materials upon the premises or commit any nuisance or other act which violates a local, state or federal regulation or threatens the health and safety of the Airport and its' users. Any violation of this provision is grounds for immediate suspension of this agreement and termination.

12. COMPLIANCE WITH FIRE REGULATIONS: Permittee must comply with all local state and federal fire code regulations for operating a commercial enterprise upon the Airport. Permittee must not hinder or obstruct East Fork Fire and Paramedic Districts from inspecting their operation. Violation of any fire code or regulation is grounds for immediate suspension by the Airport Manager, and may be continued until such time the violation is remedied or the Board terminates this agreement.

13. GRANT ASSURANCE, NON-DISCRIMINATION AND COUNTY COVENANTS: All Permittee shall comply with the following terms and conditions, which may be modified by County:

A. Permittee shall have the right to conduct aeronautical activities as provided for in their agreement and to provide those services to the public provided the Permittee agrees:

- (1) To furnish said services on a fair, equal and non-discriminatory basis to all users, and
- (2) To charge fair, reasonable and non-discriminatory prices for each unit or service; provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration for this Agreement agree 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 subjected to discrimination in the use of the facilities,
- (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, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination,
- (3) that the Permittee shall 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.

C. The Permittee 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. The Permittee 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 Permittee assures that it will require that its sub-organizations provide assurances to the Permittee 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.

D. That, in the event of breach of any of the preceding nondiscrimination covenants, the Manager shall have the right to terminate this Agreement.

E. During the time of war, national emergency, state emergency, or local emergency the County shall have the right to lease the landing area or any part thereof to the United States Government for military use, and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

F. 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.

G. 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 such as, but not limited to (please highlight services to be performed):

- (1) Charter operations;
- (2) Pilot training;
- (3) Aircraft rental;
- (4) Aerial photography;
- (5) Crop dusting;
- (6) Sale of aviation petroleum products, not including fuel;
- (7) Air carrier operations;
- (8) Aircraft sales, and service incidental thereto;
- (9) Aircraft fueling, self service or truck delivery;
- (10) Any other activity, which, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

H. County reserves the right, but not the obligation, in a reasonable and non-discriminatory manner, to further develop or improve the Airport as it sees regardless of the desires or views of Permittee and without interference or hindrance.

I. The County shall have the right, but not the obligation, 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 Airport operations in this regard.

J. All hangars, buildings, properties, vehicles or land leased or operated by Permittee on the Airport, shall be maintained in a clean, attractive, weed-free, well-painted, junk-free condition. If a Permittee has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, jigs, barrels, containers, aviation service vehicles, or other unattractive items, Permittee shall enclose such an area with a screen that will hide such area from public view.

K. The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions together with the right to prevent the erection of any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

L. This agreement shall be subordinate to the provisions of any existing or future agreement between the County and the government of the United States, relative to the operation or maintenance of the Airport.

M. Incorporated into this agreement, by reference and as though set forth herein verbatim, are the Airport Zone Chapter 20.668 of the Douglas County Code and the Airport rules and regulations. Further, all parties agree to comply with any and all laws and regulations, including those of the FAA, and will not permit the premises covered by this agreement to be used for any unlawful or improper purpose.

14. SUSPENSION AND TERMINATION: In the event that Permittee uses the property for any unauthorized purpose or performs any commercial activity on the Airport which is not permitted by this agreement or otherwise violates any of the terms of this Agreement, any Airport Rule, Regulation or Minimum Standard, then this Agreement may be suspended or terminated. The Airport Manager may impose a temporary suspension of the Permittee's right to operate under the terms of this Agreement for no more than twenty (20) days. A suspension of twenty (20) days or less may be appealed to the County Manager in accordance with Paragraph 15.

If the Airport Manager recommends a suspension greater than twenty-one (21) days or recommends termination, the Airport Manager shall set the matter within thirty (30) days for a hearing with the Douglas County Board of County Commissioners. The Douglas County Board of County Commissioners' decision shall be final and binding.

15. APPEAL: In the event the Permittee desires to appeal a decision by the Airport Manager, a written appeal shall be provided to the County Manager within five (5) business days of the Airport Manager's decision or action. The County Manager shall respond within thirty (30) business days. The Notice of Appeal to the County Manager must state specific grounds for the appeal. The County Manager's written decision on the appeal shall be final and binding.

16. NOTICES: Any and all notices, requests, consents, approvals or communication that either party desires or is required to give to the other party under this Agreement must be in writing and either served personally or sent by prepaid first-class mail and shall be effective from the date of service or mailing. The address of the County to receive any notices or communication is:

Minden-Tahoe Airport
Airport Manager
1146 Airport Road
Minden, NV 89423

The address of the Permittee is:

Sierra Skyport Ltd
2183 Taxiway F #A6
Minden, Nevada 89423

17. ENTIRE AGREEMENT: This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Alterations and modifications may be made by the County from time to time, and will be presented to the Permittee in writing. Such modifications and alterations will become a part of this Agreement effective in 30 days after written notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Commercial Operators Agreement to be signed and intend to be legally bound thereby.


On behalf of and with authority to sign for Permittee:



Sierra Skyport, Ltd.,
Rodeny Aiglstorfer, President

(Date)

On behalf of and with authority to sign for Douglas County Board of Commissioners:



Doug N. Johnson, Chairman
Douglas County Board of Commissioners

December 4, 2014


(Date)


Douglas County

State of Nevada


CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this



By  Deputy

ATTEST:



Douglas County Clerk to the Board (Date) 12/4/14