

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into and executed as of the last date reflected on the signature page hereto (“Effective Date”), by and between the Carson City Airport Authority (CCAA) and Sterling Air, LTD, a Nevada corporation (“STERLING”). CCAA and STERLING shall be collectively referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, CCAA is replacing the roof on the Terminal Building and such work requires that the AWOS office end equipment be relocated during construction; and further that the cost of re-certifying said system is significant; and

WHEREAS, STERLING has offered space in its computer server room to allow the CCAA to store and operate said AWOS equipment;

### UNDERSTANDING

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated herein by this reference, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to enter into this MOU as follows:

1. AWOS equipment. STERLING agrees that the CCAA may store and operate its AWOS office end equipment within the STERLING computer server room. CCAA may, in coordination with STERLING, install such cabling or other related ancillary items as are needed to make such AWOS equipment operations, the cost of such items to be borne by CCAA.

2. Payment. CCAA shall pay to STERLING the amount of \$30.00 per month to cover the storage and related costs of electricity and other incidentals.

3. Term. This MOU shall begin on the signature effective date. It shall be considered as a month to month arrangement and shall expire on June 30, 2017.

4. Insurance. CCAA shall maintain its own insurance on the equipment.

5. Access. CCAA will have 24/7 access to the AWOS equipment, such arrangement to be worked out between STERLING and the Airport Manager.

6. Miscellaneous Provisions. This MOU shall be governed by and construed in accordance with the laws of the State of Nevada, and any action shall be in Carson City, Nevada. This MOU may be executed in any number of counterparts delivered electronically, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This MOU shall be binding upon and inure to the benefit of Parties and their respective heirs, personal representatives, legal representatives, successors-in-title, and assigns whether by voluntary action of the Parties or by operation of law. The persons executing below on behalf of the Parties hereby represent and warrant that they have all requisite and necessary power and

authority to execute and bind the Parties, respectively. Time is of the essence. In the event of a dispute between the Parties, the prevailing Party shall be entitled to recover from the non-prevailing Party(ies) reasonable attorneys' fees and costs. This MOU may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of each Party.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates set forth below.

**Carson City Airport Authority,**  
A subdivision of the State of Nevada

By: \_\_\_\_\_  
Name: TIM ROWE  
Title: AIRPORT MANAGER  
Date: \_\_\_\_\_

**STERLING AIR, LTD,**  
a Nevada corporation

By: \_\_\_\_\_  
Name: STEVE LEWIS  
Title: PRESIDENT  
Date: \_\_\_\_\_