

APN 005-011-99

When Recorded, Return To:

Tim Rowe, Airport Manager
Carson City Airport
2600 College Parkway #6
Carson City, NV 89706

ASSIGNMENT AND ASSUMPTION OF AIRPORT LEASE

THIS ASSIGNMENT AND ASSUMPTION OF AIRPORT LEASE (“**Assignment**”) is made effective as of the date of recordation (“**Effective Date**”) by and between **CUBIX CORPORATION**, a Delaware corporation (“**Assignor**”) and **GONI AVIATION, LLC.**, a Nevada limited liability company (“**Assignee**”).

RECITALS:

WHEREAS, Assignor is the tenant under that certain Carson City Airport Lease Agreement (the “**Airport Lease**”) between Assignor and the Carson City Airport Authority (“**Airport**”) as landlord, dated August 16, 2006, and recorded in the Official Records of Carson City, Nevada, as Document No. 360015, on October 19, 2006;

WHEREAS, Assignor desires to assign the Airport Lease to Assignee as permitted with Landlord’s consent under Section 9 of the Airport Lease and Assignee desires to assume the same.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. **Airport Lease Assignment and Assumption.**

(a) Assignor hereby assigns, conveys and transfers to Assignee all of Assignor’s right, title and interest under the Airport Lease for Parcel W1-C, as more particularly described on **Exhibit A** hereto.

(b) Assignee hereby accepts the foregoing assignment and agrees to assume, perform and discharge, as and when due, all of the covenants and obligations of the Assignor under the Airport Lease which arise after the Effective Date of this Assignment, and agrees to be bound by all of the terms and conditions thereof from and after the Effective Date.

2. **Indemnification**

Assignee shall defend, indemnify, hold harmless and release Assignor, its successors and assigns, from and against any and all damage, loss, liability, claim, cost, expense, action and

cause of action (including, without limitation, attorneys' fees and the reasonable costs of investigation) (collectively, "Claims") incurred by or asserted against Assignor, its successors and assigns, arising under the Airport Lease and accruing subsequent to the Effective Date of this Assignment.

Assignor shall defend, indemnify, hold harmless and release Assignee, its successors and assigns, from and against any and all Claims incurred by or asserted against Assignee, its successors and assigns, arising under the Airport Lease and accruing prior to the Effective Date of this Assignment.

3. Miscellaneous.

(a) Successors. This Assignment shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

(b) Headings. The captions to the paragraphs are intended for convenient reference only and shall not be used and are not intended to modify, aid, describe or otherwise affect the meaning of the paragraph from that which is indicated by the text of the paragraph alone.

(c) Construction. This Assignment is the product of negotiation and the parties agree that it shall not be construed against the drafter. If any part of this Assignment shall be found to be invalid or unenforceable, the remainder of the Assignment shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

(d) Entire Agreement. This Assignment constitutes the entire agreement between the parties with regard to the Airport Lease and any prior negotiations, agreements or other writings pertaining to the subject matter of this Assignment are merged herein and extinguished.

(e) Governing Law. This Assignment shall be construed under the laws of Nevada.

(f) Attorney Fees. In the event of any action or proceeding brought by either party against the other pertaining to or arising out of this Assignment, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees.

(g) Counterparts. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) Effective date. This Assignment & Assumption of Lease shall be effective upon recording.

SIGNATURES CONTINUED ON FOLLOWING PAGE


IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

CUBIX CORPORATION,
A Nevada Corporation

GONI AVIATION, LLC,
A Nevada Limited Liability Company

By: 
Al Fieghen
Its: President

By: _____
George R. Clary William Hartman
Its: Managers/Members


Date: 5/15/17

Date: _____

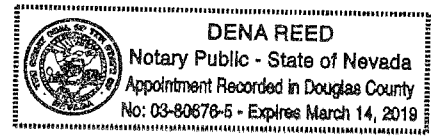
STATE OF NEVADA)
 : ss
CARSON CITY)

On this 15th day of May, 2017, before me, the undersigned, a Notary Public, personally appeared AL FIEGEHEN, president of CUBIX CORPORATION, known to me to be the person described herein, who executed the foregoing instrument, and he acknowledged to me, that he has the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.


NOTARY PUBLIC
(Signature of Notarial Officer)

(SEAL)



STATE OF NEVADA)
 : ss
CARSON CITY)

On this ____ day of May, 2017, before me, the undersigned, a Notary Public, personally appeared GEORGE R. CLARY and WILLIAM HARTMAN, Manger/Members of GONI AVIATION, LLC., known to me to be the persons described herein, who executed the foregoing instrument, and they acknowledged to me, that they have the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC
(Signature of Notarial Officer)

(SEAL)

EXHIBIT A

Parcel W1-C

A certain parcel of land situate in the NE ¼ of the NW ¼ of Section 4, T.15N., R.20E., M.D.B.M., Carson City, Nevada, particularly described as follows, to wit:

Commencing at the NW corner of Lot 41 of the Ormsby County Industrial Airpark subdivision of Carson City as shown and located on Map No. 318, File No. 41674 of the Official Records of Carson City; thence on a Nevada State plane coordinate (modified grid) bearing of N89°12'35"W 460.00 ft. to the true point of beginning. Thence S0°43'58"W 290.00 ft., thence N89°12'35"W 150.00 ft., thence N19°14'37"W 58.54 ft., thence N0°43'58"E 135.00 ft., thence N89°12'35"W 20.00 ft., thence N0°43'58"E 100.00 ft., thence S89°12'35"E 190.00 ft. to the true point of beginning.

Said parcel containing 50,749 sq. ft.

TOGETHER WITH its appurtenances and hereditaments, including but not limited to the right of full access thereto and uses thereon, and the further right, in common with others, to use public roads, driveways, runways, taxiways, and ramps.

Note: the above legal description previously appeared in Lease of Carson City Airport Property, recorded May 9, 1988, as Document No. 70745, Official Records of Carson City, Nevada, and in the Lease of Carson City Airport Property, recorded October 19, 2006, as Document No. 360015, Official Records of Carson City, Nevada.

CONSENT TO ASSIGNMENT- Airport Authority

Approved this _____ day of May, 2017, pursuant to Notice, meeting and vote.

CARSON CITY AIRPORT AUTHORITY

By: _____
LINDA CHANDLER LAW, Chairperson

ATTEST:

By: _____
LARRY HARVEY, Secretary/Treasurer

CONSENT TO ASSIGNMENT- Carson City

CARSON CITY

Approved by the Board of Supervisors this _____ day of _____, 2017.

ROBERT L. CROWELL, Mayor

ATTEST:

SUSAN MERRIWETHER, Clerk/Recorder

CITY'S LEGAL COUNSEL
Approved as to form.

DISTRICT ATTORNEY

AIRPORT AUTHORITY
LEGAL COUNSEL
Approved as to form.

STEVEN E. TACKES, ESQ.