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KAREN ELLISON, RECORDER

APN(s):

- 1318-23-401-009
- 1318-23-401-010
- 1318-23-401-011
- 1318-23-401-012
- 1318-23-401-013
- 1318-23-401-014
- 1318-23-401-015
- 1318-23-401-016
- 1318-23-401-017
- 1318-23-401-018
- 1318-23-401-020
- 1318-23-401-021
- 1318-23-401-022
- 1318-23-401-023

RECORDING REQUESTED BY AND RETURN TO:

Heavenly Valley, Limited Partnership
 P.O. Box 2180
 Stateline, NV 89449
 Attention: Mike Goar

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (this "**Amendment**") is made and entered into effective as of July 31, 2017 by and between QUIGLEY INVESTMENT COMPANY, a Nevada limited partnership, successor in interest to JOYCE QUIGLEY, Trustee under that certain Inter-Vivos Trust dated January 5, 1978 ("**Lessor**") and HEAVENLY VALLEY, LIMITED PARTNERSHIP, a Nevada limited partnership ("**Lessee**").

RECITALS

A. WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated December 11, 1984, as evidenced by that certain Abstract of Lease recorded as Document No. 111312 in Book 1284, beginning at Page 1452, Official Records, Douglas County Recorder, Nevada (the "**Abstract**"), as amended by that certain Amendment to Lease dated effective December 22, 1987, that certain Second Amendment to Lease dated effective July 1, 1989, and that certain Third Amendment to Lease dated effective November 1, 2015 (collectively and as amended, the "**Lease**").

B. WHEREAS, Lessor and Lessee desire to add additional space to the Premises to include the building located at 174 Shady Lane, Stateline, NV 89448, and to amend other terms of the Lease, all subject and pursuant to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee agree as follows:

AGREEMENT

1. **Premises.** The second paragraph of Article I, "Premises" in the Lease shall be amended to read as follows:

"The buildings located at 161, 163, 174, 175 A, B, C and D, 187, 189, 190, 191, 192, 194, 196, 197, 198, 199, 200 and 202 Shady Lane, Douglas County, Nevada, consisting of approximately twenty-seven thousand sixty (27,060) square feet, together with the right to use, in common with the other tenants, common utilities, Shady Lane and the common parking areas."

2. **Rent.** Minimum monthly rent for the portion of the Premises located at 174 Shady Lane, Stateline, NV 89448 (the "**Additional Premises**"), consisting of nine hundred (900) square feet, shall be Sixty-Seven Cents (\$0.67) per square foot per month. The monthly rental for the Additional Premises shall be payable in accordance with Section III(A) of the Lease, and shall be subject to adjustment in accordance with Section III(B) of the Lease on the adjustment dates set forth in Section III(B). Minimum monthly rent for the remainder of the Premises shall continue to be payable as set forth in the Lease.

3. **Parking.** In addition to the fourteen (14) parking spaces provided to Lessee pursuant to Section V(C) of the Lease, Lessor shall provide to Lessee the right to eight (8) additional parking spaces for use overnight (the "**Overnight Spaces**"), which parking spaces shall be located in the parking lot adjacent to the "Bus Barn" located at 175 Shady Lane, Stateline, NV 89448, for a total sum of One Hundred Thirty-Five and 00/100 Dollars (\$135.00) per parking space per month. As used herein, "**overnight**" is defined as 5:00 p.m. Pacific Time to 8:00 a.m. Pacific Time seven (7) days per week. Lessee shall have the right to terminate or suspend its use of all or any of the Overnight Spaces upon written notice to Lessor, in which case the rent payable for the applicable Overnight Spaces that are suspended or terminated shall abate. If Lessee has terminated or suspended its use of any Overnight Spaces, Lessee shall have the right to reinstate the use of such spaces upon written notice to Lessor, in which case Lessee shall again have the right to the use of such spaces, and Lessee shall recommence payment for such spaces in accordance with this Section. Rent for any month in which use of an Overnight Space was terminated or suspended for part of the month shall be prorated based on the number of days of such month for which Lessee's use of the Overnight Space was not terminated or suspended.

4. **General Provisions.**

(a) **Full Force and Effect; Conflict.** Except as amended by this Amendment, the Lease as modified herein remains in full force and effect and is hereby ratified by Lessor and Lessee. In the event of any conflict between the Lease and this Amendment, the terms and conditions of this Amendment shall control.

(b) **Recording.** The parties agree that this Amendment shall be recorded in the Official Records, Douglas County Recorder, Nevada.

(c) **Capitalized Terms.** Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

(d) **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

(e) **Entire Agreement.** The Lease, as amended by this Amendment, contains the entire agreement of Lessor and Lessee with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Lessor and Lessee.

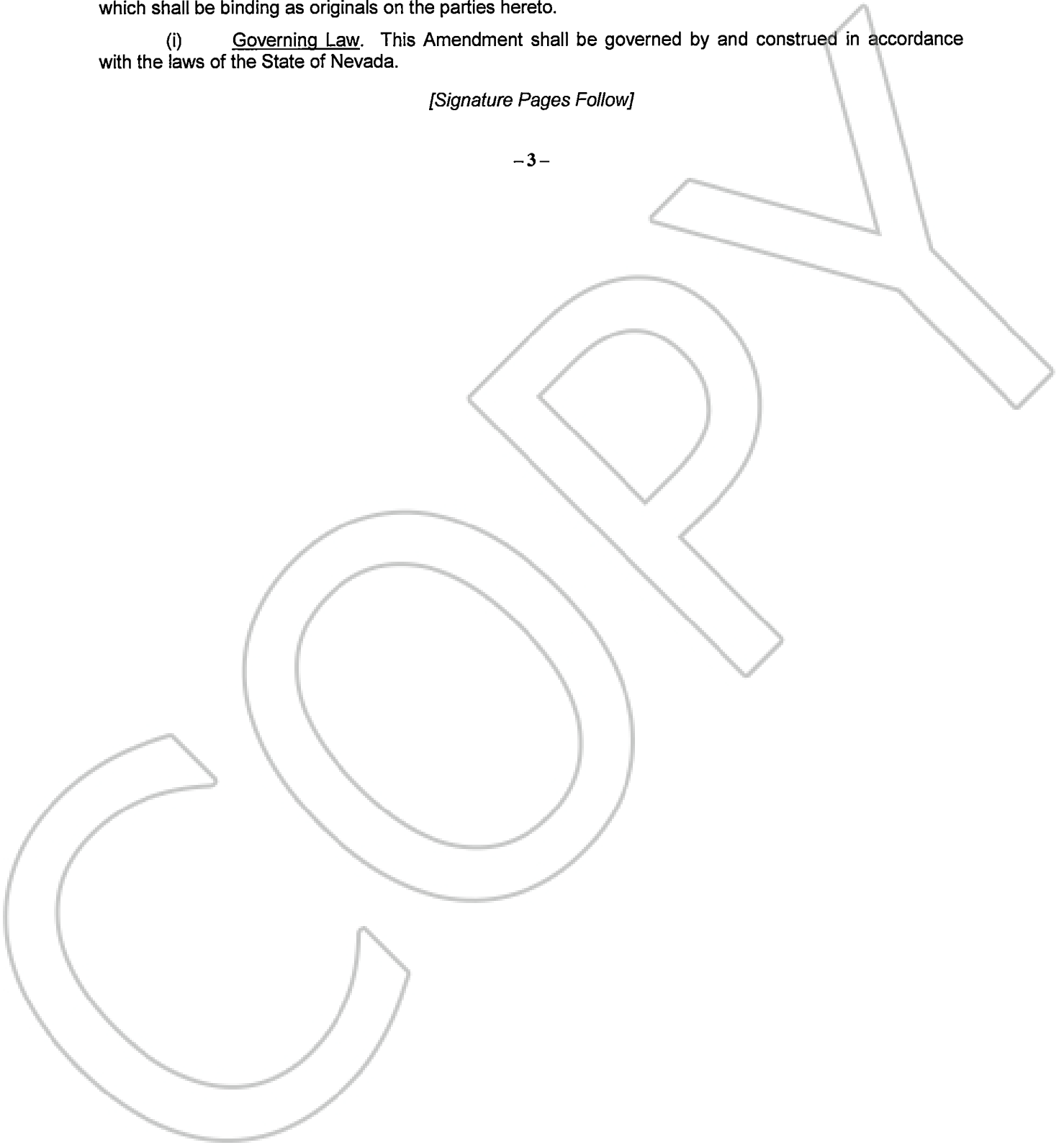
(f) **Power and Authority.** Except as provided herein, Lessee has not assigned or transferred any interest in the Lease and has full power and authority to execute this Amendment.

(g) **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) Facsimile Signatures. This Amendment may be executed by pdf or facsimile signatures which shall be binding as originals on the parties hereto.

(i) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada.

[Signature Pages Follow]



IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed effective as of the date set forth above.

LESSOR:

QUIGLEY INVESTMENT COMPANY,
a Nevada limited partnership,

By: _____
Name: Joyce Quigley
Title: Partner

STATE OF NEVADA,
COUNTY OF Washoe

This instrument was acknowledged before me on July 27th, 2017 by
Joyce Quigley as a Partner Quigley Investment Company, a Nevada limited
partnership

(Seal, if any)


Cheryl K. Arthur
(Signature of Notarial Officer)



LESSEE:

HEAVENLY VALLEY, LIMITED PARTNERSHIP,
a Nevada limited partnership

By: VR Heavenly I, Inc., its General Partner


By: 
Name: Michael Goar
Title: V.P. & C.O.O.

STATE OF NEVADA

COUNTY OF Douglas

This instrument was acknowledged before me on August 1, 2017 by
Michael Goar as V.P. & C.O.O. of VR Heavenly I, Inc., the
General Partner of Heavenly Valley, Limited Partnership

(Seal, if any)


(Signature of Notarial Officer)

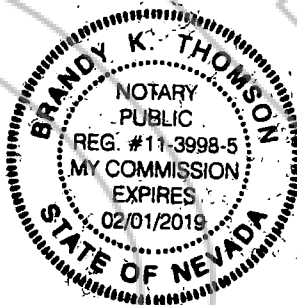


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

Beginning at a point on the Section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B. & M., which is 1146.6 feet west of the one-quarter corner; thence westerly along the section line a distance of 163.2 feet, more or less, to the 1/16 section line; thence northerly along this 1/16 section line a distance of 1320.00 feet, more or less, to the East-West 1/16 section line; thence easterly along this line to a point which is 1146.6 feet west of the one-quarter section line; thence southerly 1320 feet, more or less, to the point of beginning. This parcel having an area of 4.94 acres, more or less, EXCEPTING THEREFROM those portions in the northerly portion of Shady Lane Subdivision previously sold.

Parcel 2:

The northerly one-half (1/2) of those premises described as follows:

Beginning at a point on the Section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B. & M., which is 1064.4 feet West of the one-quarter (1/4) corner, which is the point of beginning; thence Westerly along the Section line a distance of 82 feet; thence Northerly and parallel to the North-South (N-S) one-quarter (1/4) Section line a distance of 1320 feet, more or less, to the 1/16th Section line; thence Easterly along this line a distance of 82 feet; thence Southerly 1320 feet, more or less, to the point of beginning.

This property is also described as the North one-half (N 1/2) of the West One-half (W 1/2) of Lot 7 of the unofficial John Palady Tract.

EXCEPTING THEREFROM the North half of said property sold to Don Hall.

Parcel 3:

Parcels 2 and 3, being a portion of the Joel F. Anderson property in the Southeast quarter of the Southwest quarter of Section 23, Township 13 North, Range 18 East, M.D.B. & M., shown on that Record of Survey recorded November 4, 1955 in Book of Maps as Document No. 10970, Douglas County Records.

Parcel 4:

Being a portion of the West Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 23, Township 13 North, Range 18 East, M.D.B. & M., more particularly described as follows:

BEGINNING at a point in the Westerly line of said West Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 23 from which the section line common to Sections 23 and 26 of said Township and Range bears Southerly along said Westerly line a distance of 1160.00 feet; thence Southerly along said Westerly line a distance of 1160.00 feet more or less, to the section line common to said Sections 23 and 26; thence Easterly along said Section line 1146.6 feet more or less, to said quarter section corner; thence from the point of beginning Easterly a distance of 69.25 feet to the Westerly line of Shady Lane; thence Southerly along said

Westerly line a distance of 130.00 feet; thence leaving said Westerly line Westerly 69.25 feet, more or less, a point in the Westerly line of said West Half of the West Half of the Southeast Quarter of the Southwest Quarter; thence Northerly along said Westerly line 130.00 feet, more or less, to the point of beginning.

TOGETHER WITH a right of way for road purposes over the existing roadway from the hereinabove described property to Kingsbury Grade.

The above-described property is also known as Lot 6 of "SHADY LANE," as shown on a record of survey filed in the office of the County Recorder on November 4, 1955.

Parcel 5:

COMMENCING at a point on the section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B. & M. 1309.80 feet West of the 1/4 corner, said point being further described as being the most Southwesterly corner of the parcel conveyed to JOEL F. ANDERSON AND MURIEL R. ANDERSON, by Deed recorded July 12, 1955 in Book B-1 of Deeds at page 382; thence North 0°02'06" West a distance of 900 feet to the point of beginning; thence continuing North 0°02'06" West a distance of 130 feet; thence South 89°30'12" East a distance of 69.25 feet; thence South 0°02'06" East a distance of 130 feet; thence North 89°30'12" West a distance of 69.25 feet to the point of beginning.

TOGETHER WITH a non-exclusive right to use for roadway purposes the existing road from Kingsbury Road to the above-described property.

ALSO BEING KNOWN AS Parcel 7, Record of Survey filed November 4, 1955 in the office of the County Recorder of Douglas County, State of Nevada. (Shady Lane Subdivision)

Parcel 6:

A parcel of land located in the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 13 North, Range 18 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

COMMENCING at the brass-capped section corner common to Sections 23 and 26 of said T 13 N, R 18 E, proceed N 89°41'40" W, 1064.60 feet, along the section line, to a point which is on the centerline of Kingsbury Grade; thence N 0°02'15" E, 383.60 feet to the TRUE POINT OF BEGINNING, which is the southeast corner of the parcel; thence N 89°22'36" W, 82.00 feet to the southwest corner of the parcel; thence N 0°02'15" E, 273.00 feet to a found iron pipe at the northwest corner of the parcel; thence S 89°22'36" E, 82.00 feet to a found iron pipe at the northeast corner of the parcel; thence S 0°02'15" W, 273.00 feet to the TRUE POINT OF BEGINNING, containing 0.51 acres, more or less.

Said land is more fully shown as Parcel #1 on that certain Survey Parcel Map recorded December 24, 1974, as Document No. 77074, Official Records of Douglas County, Nevada.

Parcel 7:

Lot 5 of Shady Lane Subdivision, Douglas County, Nevada, as shown on that certain map showing a portion of the property of Joel F. Anderson and Muriel R. Anderson located in the Southeast quarter of Section 23, Township 13 North, Range 18 East, M.D.B. & M., which said map was filed for record in the office of the County Recorder of Douglas County, Nevada, November 4, 1955, and is recorded in Book 1 of Maps, Douglas County, Nevada records.

Parcel 8:

Lot 4 of Shady Lane Subdivision, Douglas County, Nevada, as shown on that certain map showing a portion of the property of Joel F. Anderson and Muriel R. Anderson located in the Southeast quarter of the Southwest quarter of Section 23, Township 13 North, Range 18 East, M.D.B. & M., which said map was filed for record in the Office of the County Recorder of Douglas County, Nevada, November 4, 1955, and is recorded in Book One of Maps, Document No. 10970, Douglas County, Nevada, records.

Parcel 9:

Beginning at a point on the Section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B. & M., which is 1064.6 feet West of the quarter corner common to said Sections 23 and 26; thence Westerly along the section line a distance of 82 feet; thence Northerly and parallel to the North-South quarter section line a distance of 660 feet more or less, to a point; thence Easterly and parallel to the East-West quarter section line a distance of 82 feet; thence Southerly a distance of 660 feet, more or less, to the point of beginning. Being a portion of the Southeast quarter of the Southwest quarter of Section 23, Township 13 North, Range 18 East, M.D.B. & M., and also known as the West half of Lot 7 of Unofficial Palady Tract in said Section 23.

EXCEPTING THEREFROM, that parcel described as Parcel No. 1, on that certain Survey Parcel Map, filed in the office of the Recorder of Douglas County, Nevada on December 24, 1974 as file No. 77074.