

Assessor's Parcel Number: N/A

Date: JANUARY 9, 2018

Recording Requested By:

Name: BOBBI THOMPSON, MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00067185201809089260070076

KAREN ELLISON, RECORDER

LEASE AMENDMENT #1 #2018.004
(Title of Document)

MINDEN-TAHOE AIRPORT

2018 JAN -5 AM 11:53

**BUILDING LEASE 1150 AIRPORT ROAD (Tail Dragger Cafe), PARTIAL ASSIGNMENT AND
LEASE AMENDMENT #1**

DOUGLAS COUNTY

CLERK

This Partial Assignment of Lease and Lease Amendment (“Amendment”) is entered into this 4th day of January, 2018 by and between the Lessor, Minden-Tahoe Airport (“Airport”) with its principal office at Minden-Tahoe Airport, 1146 Airport Road, Minden, Nevada 89423, and owned by Douglas County, Nevada (“County”), with offices located at 1594 Esmeralda Avenue, Minden, Nevada 89423, and Tail Dragger Cafe, LLC, (“Lessee”) a Nevada Limited Liability Company with an address at 1150 Airport Road, Minden, Nevada 89423, and Renee McElvain and Steven McElvain, husband and wife (together “Assignees”), individuals with an address at 1150 Airport Road, Minden, Nevada 89423. County, Lessee and Assignee may be referred to herein collectively as “Parties” or individually as the “Party.”

WHEREAS, the County owns and operates the Minden-Tahoe Airport located in Douglas County, Nevada, as a general aviation and reliever facility, and is authorized to contract for the use of Airport premises and facilities and the provision of products and services thereon;

WHEREAS, the County entered into a lease dated **DATE OF LEASE**, with Lessee for the lease of a commercial Building (“Lease”), specifically 3,000 square feet of public restaurant space and office space at 1150 Airport Road in Minden, Nevada;

WHEREAS, Lessee operates a public restaurant, the “Taildragger Cafe” (“Restaurant”), upon the leased premises;

WHEREAS, Section 1.14 of the Lease enables the County and Lessee to amend the terms of the Lease by a written amendment that is approved and signed by County and Lessee;

WHEREAS, Lessee desires to transfer an undivided 50% interest in the Restaurant to Assignees and the Assignees desire to become parties to the Lease;

WHEREAS, Article 13 of the Lease requires Lessee to obtain prior written consent from the County in order to assign, transfer, sublease, or otherwise convey any interest in the Lease;

WHEREAS, Section 13.02 of the Lease defines a transfer of at least 50% of Lessee’s company as an “assignment” subject to the requirements of Article 13;

WHEREAS, Article 13 of the Lease further requires Lessee to “sign, and ensure that the proposed assignee, transferee or sublessee shall sign, County’s document memorializing County’s consent to such assignment, transfer or sublease and its conditions of that consent;” and

WHEREAS, the County deems it advantageous to approve Lessee’s proposed assignment of an interest in the Lease;

NOW, THEREFORE, be it agreed by and between County and Lessee, that the terms of the **DATE OF LEASE** Lease, will be amended as follows:

1. This Amendment shall become effective on **EFFECTIVE DATE** or on the date on which the Amendment is signed by all Parties, whichever occurs later (“Effective Date”).
2. Except as specifically stated or amended herein, the County and Lessee agree that the words and phrases within this Amendment shall have the meanings set forth in Article 1 of the Lease.
3. All of the terms, covenants and conditions of the Lease are hereby ratified and reaffirmed by all Parties hereto as amended.
4. Prior to the Effective Date, Lessee shall provide to County a fully executed copy of its agreement with Assignees regarding the transfer of interest in the Restaurant.
5. Assignees, and each of them, hereby accept this partial assignment and agree to assume and be bound by all of the terms of the Lease (a copy of which Assignees have each received and reviewed), beginning on the Effective Date.
6. The Parties agree that this partial assignment of the Lease shall *not* release Lessee from any liability under the Lease and Lessee shall remain jointly and severally liable with the Assignees under the terms of the Lease.
7. Assignees each individually agree that each shall be jointly and severally liable with Lessee for the obligations of Lessee under the Lease,
8. The Parties agree and understand that County’s consent to this assignment shall not constitute a consent to any future assignments or subletting.
9. Upon the Effective Date, the term “Lessee” under the Lease shall be amended to include: “Tail Dragger Cafe, LLC, with an address at 1150 Airport Road, Minden, Nevada 89423; Renee McElvain, with an address at 1150 Airport Road, Minden, Nevada 89423; and Steven McElvain, with an address at 1150 Airport Road, Minden, Nevada 89423, jointly.”
10. Upon the Effective Date, Section 16.06 “Notice,” shall be amended to include:
 - To Lessee: Renee McElvain
 - Address: 1150 Airport Rd.
 - City, State Zip: Minden NV 89423
 - Phone number(s): (775) 782-9500
 - E-mail:

 - To Lessee: Steven McElvain
 - Address: 1150 Airport Rd.
 - City, State Zip: Minden NV 89423
 - Phone number(s): (775) 782-9500
 - E-mail:
11. The Parties each agree and acknowledge that the County has fully complied with all of its obligations under the Lease through the Effective Date and, to the extent not expressly modified hereby, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect. If anything contained in this Amendment conflicts with any terms of the Lease, then the terms of this Amendment shall govern.

Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such natural person, and to each other such legal entity, that he or she is duly authorized and has the legal power and authority to sign this instrument.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through William B. Penzel, Chairman, Douglas County Board of Commissioners, and the Lessee, Tail Dragger Cafe, LLC, by and through its managing member, Mary S. Getty, and by Renee McElvain in her individual capacity and Steven McElvain in his individual capacity on the respective dates indicated below.

LESSOR:

Douglas County

By: [Signature]
William B. Penzel, Chairman (Date)
Douglas County Board of Commissioners

LESSEE:

Tail Dragger Cafe, LLC

By: [Signature] 12/11/2017
Mary S. Getty, Managing Member (Date)

Attest: _____
Kathy Lewis, Douglas County Clerk

ASSIGNEES:

Renee McElvain, an Individual

Signature: [Signature] 12/11/17
(Date)

Steven McElvain, an Individual

Signature: [Signature] 12/11/17
(Date)

STATE OF NEVADA)
COUNTY OF DOUGLAS)

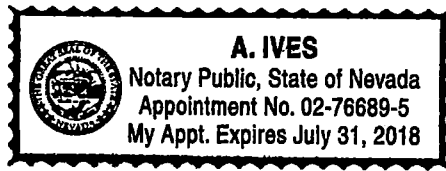
This instrument was acknowledged before me, a Notary Public, on the 11 day of Dec 2017, by Renee McElvain.

[Signature]
Notary Signature

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the 11 day of Dec 2017, by Steven McElvain.

[Signature]
Notary Signature



PARTNERSHIP PURCHASE AGREEMENT

This PARTNERSHIP AGREEMENT is made on October 16, 2017 between Mary S. Getty ("Owner") and Renee and Steven McElvain ("Buyers").

1. NAME AND BUSINESS. The parties hereby agree to execute the purchase of a portion of the business Taildragger Café, LLC ("Business"), formally held as a sole proprietorship by the Owner. The principal office of the business shall be at 1150 Airport Road, Minden, NV 89423.

2. TERM. The partnership shall begin on January 1, 2018, and shall continue until terminated as herein provided.

3. PURCHASE PRICE. On January 1, 2018, the Buyers shall pay the sum of \$100,000 as a partial payment for a total of 66% of all assets and liabilities of the business. The remaining sum of \$17,000 shall be paid via a payment schedule agreed upon by the Owner and the Buyers.

4. OWNERSHIP ALLOCATION: Upon payment of above amount on January 1, 2018, ownership of the Business shall be allocated accordingly: Mary S. Getty 34%; Renee McElvain 33%; Steven McElvain 33%. This ownership allocation shall continue in perpetuity, unless a change is proposed which is mutually agreed upon by all parties.

5. SALARIES AND DRAWINGS. Neither partner shall receive any salary for services rendered to the partnership. Each partner may, from time to time, withdraw the credit balance in his income account.

6. MANAGEMENT DUTIES AND RESTRICTIONS. The partners shall have equal rights in the management of the partnership business, and each partner shall devote appropriate time to his or her designated roles in the conduct of the business. Responsibilities include but are not limited to: Mary Getty: personnel, general oversight; Renee McElvain: daily management, personnel; Steven McElvain: personnel, general oversight. Without the consent of the other partners no partner shall on behalf of the partnership borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the partnership other than the type of property bought and sold in the regular course of its business.

8. BANKING. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. All withdrawals are to be made upon checks signed by a partner or mutually agreed upon representative.

9. BOOKS. The partnership books shall be maintained at the principal office of the partnership, and each partner shall at all times have access thereto. The books shall be kept on a fiscal year basis, commencing January 1 and ending December 31, and shall be closed and balanced at the end of each fiscal year. An audit shall be made as of the closing date.

10. VOLUNTARY TERMINATION. The partnership may be dissolved at any time by agreement of the partners, in which event the partners shall either perform a mutually agreed upon buy-out of one or more partners or proceed with reasonable promptness to liquidate the business of the partnership. The assets of the partnership business shall be used and distributed in the following order: (a) to pay or provide for the payment of all partnership liabilities and liquidating expenses and obligations; (b) to equalize the income accounts of the partners; (c) to discharge the balance of the income accounts of the partners; (d) to equalize the capital accounts of the partners; and (e) to discharge the balance of the capital accounts of the partners.

11. DEATH. Upon the death of either partner, the surviving partner shall have the right either to purchase the interest of the decedent in the partnership or to terminate and liquidate the partnership business. If the surviving partner elects to purchase the decedent's interest, he shall serve notice in writing of such election, within three months after the death of the decedent, upon the executor or administrator of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last-known address of such heir. (a) If the surviving partner elects to purchase the interest of the decedent in the partnership, the purchase price shall be equal to the decedent's capital account as at the date of his death plus the decedent's income account as at the end of the prior fiscal year, increased by his share of partnership profits or decreased by his share of partnership losses for the period from the beginning of the fiscal year in which his death occurred until the end of the calendar month in which his death occurred, and decreased by withdrawals charged to his income account during such period. No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the partnership books immediately prior to the decedent's death; but the survivor shall nevertheless be entitled to use the trade name of the partnership. (b) Except as herein otherwise stated, the procedure as to liquidation and distribution of the assets of the partnership business shall be the same as stated in paragraph 10 with reference to voluntary termination.

12. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Executed this 19th day of November, 2017 in Douglas County, Nevada.

Signatures

Mary S. Getty

Mary S. Getty (Owner)

11/19/17

Date

Renee McElvain

Renee McElvain (Buyer)

11/19/17

Date

Steven McElvain

Steven McElvain (Buyer)

11/19/17

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

19th day of January, 2018

By [Signature] Deputy