

Assessor's Parcel Number: N/A

Date: FEBRUARY 8, 2018

Recording Requested By:

Name: BOBBI THOMPSON, MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00068671201809102080060067

KAREN ELLISON, RECORDER

AMENDED HANGAR LEASE #2018.024

(Title of Document)

2018.024

MINDEN-TAHOE AIRPORT

2018 FEB -8 AM 11:31

HANGAR LEASE, AMENDMENT #2

This Amendment, ("Amendment #2") 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 Aces Aircraft Maintenance Inc., a Nevada corporation ("Lessee"), with an address at 2323 P51 Court, Suite 200, Minden, Nevada 89423. County and Lessee are at times collectively referred to as "Parties."

DOUGLAS COUNTY

[Handwritten signature]

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 March 3, 2016, with Lessee for the lease of a commercial Hangar ("Lease"), specifically 12,000 square feet of hangar space and 1,000 square feet of office space, and the Parties subsequently amended that lease with the Minden-Tahoe Airport Hangar Lease, Amendment #1, recorded on August 17, 2017 ("Amendment #1), to include among other amendments an additional 4,000 square feet of hangar space;

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

WHEREAS, Lessee desires to lease, for the additional cost of \$46.67 per month, a designated parking area along the East and South-East perimeter of the Leased Premises, equating to approximately 2,240 square feet, approximately as depicted as the yellow shaded area in Exhibit "A," which is incorporated herein by reference;

WHEREAS, the County deems it advantageous to lease to Lessee the designated parking area, in accordance with the terms contained herein, for the additional cost of \$46.67 per month;

NOW, THEREFORE, be it agreed by and between County and Lessee, that the terms of the March 3, 2016 Lease, as amended by Amendment #1 will be further amended as follows:

1. This Amendment #2 shall become effective on the date on which the Amendment is signed by both the County and Lessee ("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. As of the Effective Date, Section 3.03 of the March 3, 2016 Lease, "Ingress and Egress; Parking," shall be amended to include the following additional Paragraphs C-E:

C. Parking Agreement: Beginning on February 3, 2018, Lessee shall pay a Parking Fee of **Monthly Cost (\$46.67)** per month, in exchange for which a Parking area consisting of approximately 2,240 square feet shall be designated as

Reserved for Lessee. The designated parking area is approximately depicted as the yellow shaded area in Exhibit "A," to Amendment # 2 of the March 3, 2016 Lease. The Parking Fee will be due and payable each month along with Lessee's monthly Rent payment. Lessee expressly understands and acknowledges the following:

1. County shall not be liable for any damages or theft of property from said parking area, and Lessee is solely responsible for safeguarding any vehicles or other property.
2. Any vehicles to be parked on airport property must have and display current, valid proof of registration.
3. Lessee shall not conduct any oil changes or other vehicle maintenance within the parking area.
4. If Lessee, through its intentional, reckless or negligent act causes damage, or allows any damage to be caused, to the designated parking spaces, County may, at its option, repair the damage and obtain reimbursement from Lessee or demand that Lessee complete the repairs.
5. County shall have no obligation to provide a parking attendant for said parking.
6. In the event that an unauthorized vehicle is parked within the designated parking area, Lessee shall notify the Airport of the unauthorized parking. The Airport shall make reasonable efforts to notify the vehicle owner that such parking is prohibited by either posting a notice on the vehicle or contacting the vehicle owner by telephone if the owner's identity and contact information are known to the Airport. If, at any time, a designated parking space is occupied by an unauthorized vehicle, Lessee may, instead, utilize any other available parking space that is designated for public parking. This agreement shall not be construed as granting Lessee any right to tow, impound, block-in, or otherwise interfere with a vehicle owner's ownership interest in a vehicle that is parked in the designated parking area.

- D. Initial Fee: By no later than **January 15, 2018**, Lessee may mark the designated parking area. Any signage or marking must be approved by the airport prior to installation or painting. Markings of the designated parking area as approximately depicted in Exhibit "A," Recommended text could show the following text: "Reserved Parking Aces Aircraft Maintenance, Inc." Upon termination of the March 3, 2016 Lease or upon termination of the Parking Agreement as set forth in Paragraph E, below, County may immediately remove or cover the aforementioned text.
- E. Termination of Parking Agreement: The Parking Agreement, contained in Paragraph C of Section 3.03, may be terminated, upon 30 days written notice by either party to the other. Termination of the Parking Agreement shall have no effect on any terms or conditions of the Lease, other than Paragraph "C" of

Section 3.03. The parties agree that the Parking Agreement will terminate automatically upon termination of the March 3, 2016 Lease.

4. Except as specifically stated above, the terms of the March 3, 2016, Lease, as amended by Amendment #1, shall remain in full force and effect.

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, Aces Aircraft Maintenance Inc., by and through its president, Daniel J Hoban, on the respective dates indicated below.

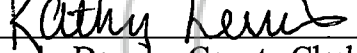
LESSOR:

Douglas County

By:  _____

~~William B. Penzel~~, Chairman
~~Steven Pater~~
Douglas County Board of Commissioners

Date: 2/1/18

Attest:  _____
Kathy Lewis, Douglas County Clerk

LESSEE

Aces Aircraft Maintenance Inc.

By:  _____

Daniel J. Hoban, President

Date: 12/20/17

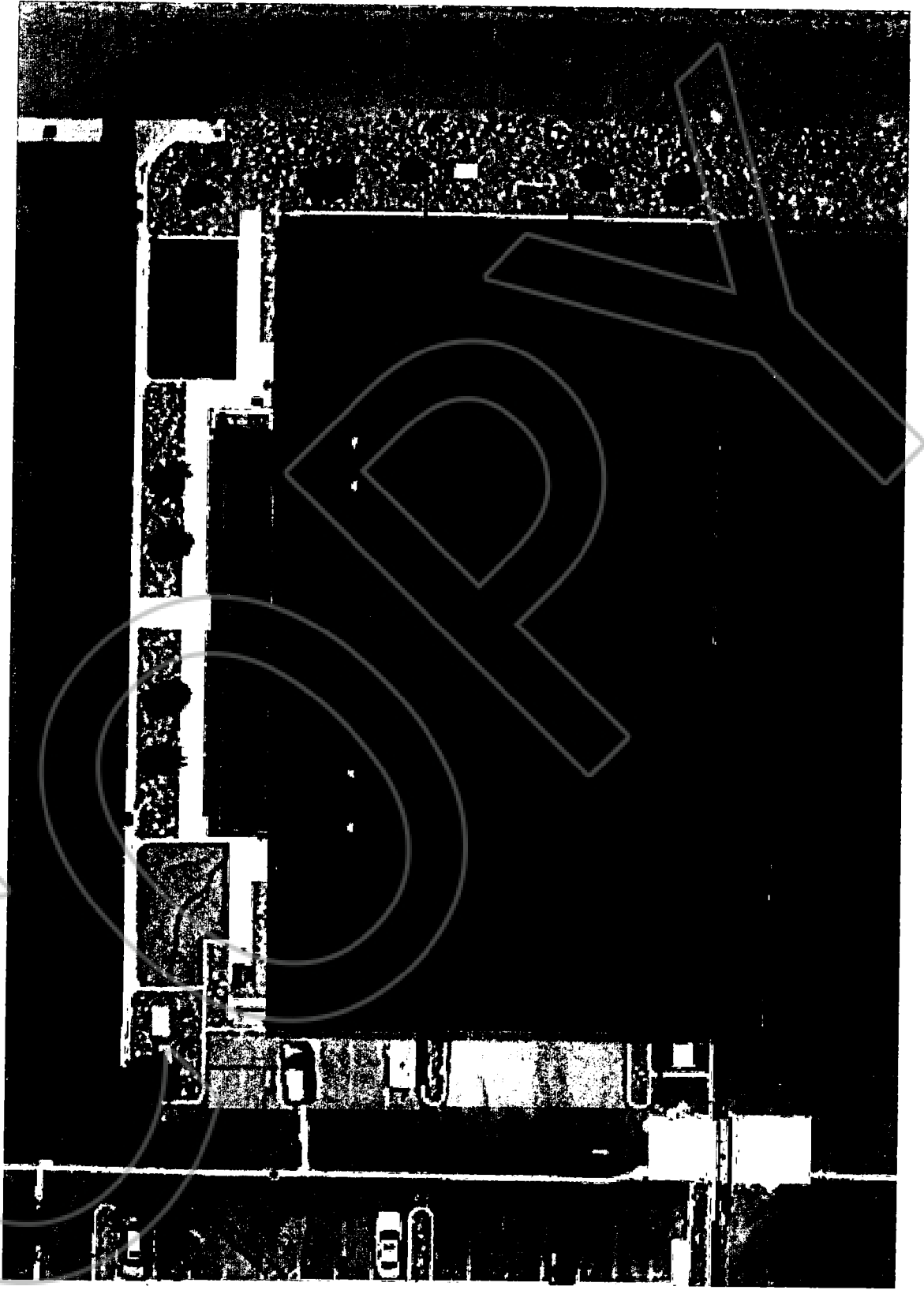


Exhibit "A"
2,240 ft²

COPY

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

day of July, 2018

By [Signature] Deputy