

Recorder's Office Cover Sheet

Recording Requested By:



KAREN ELLISON, RECORDER

Name: ERIN ELGHHORST

Department: MINDEN-TAHOE AIRPORT

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: ASSIGNMENT AND LEASE AMENDMENT

NO. 2020-180

10-14-20
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

MINDEN-TAHOE AIRPORT

LAND LEASE 030

BY [Signature] DEPUTY

ASSIGNMENT AND LEASE AMENDMENT #01

This Assignment of Lease and Lease Amendment #01 ("Amendment #1") is entered into this **1st** day of **September, 2020** by and between the Lessor, Minden-Tahoe Airport ("Airport") owned by Douglas County, Nevada ("County"), Minden Air Corp. a Nevada Corporation, by Leonard Parker in his personal capacity and in his capacity on behalf of Minden Air Corp. ("Lessee" or "Assignor"), and James Burns and/or Verity Energy, LLC. ("Assignee"). 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 land lease with Minden Air Corp. in December 1998 ("LL030"), which was recorded as Document No. 0456092, and by which Minden Air Corp. leased certain premises at the Airport; and

WHEREAS, Lessee now desires to assign and assignee desires to assume all right, title and interest to Land Lease LL030; and

WHEREAS, Paragraph 21 of LL 030 provides that Lessee may assign its interest in the Lease only with Lessor's consent; and

WHEREAS, Lessee is currently in Default under the LL030 for non-payment of rent, and Lessor will not approve an assignment until Default has been cured; and

WHEREAS, Assignee has agreed to assume Lessee's obligations to the County, including the debts owed to the County if the assignment is approved; and

WHEREAS, Assignee has deposited \$105,407.18 with the County to be applied toward obligations owed to the County by Minden Air Corp. if the assignment is approved by the County;

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, Lessee, and Assignee, that County approves the proposed assignment subject to the following:

1. This Assignment and Amendment #1 shall become effective on October 1st, 2020 ("Effective Date"). Assignor will give possession of the premises to Assignee on the Effective Date.

2. Except as specifically stated or amended herein, the Parties agree that the words and phrases within this Amendment shall have the meanings set forth in LL030 and the Airport Rules and Regulations.
3. All of the terms, covenants and conditions of LL030 are hereby ratified and reaffirmed by all Parties hereto.
4. Assignor assigns and transfers to Assignee all its right title and interest in LL030 and Assignee accepts the assignment and agrees to assume and be bound by all of the terms of LL030 (a copy of which has been provided to and reviewed by Assignee), beginning on the Effective Date. The Parties agree that Assignee will assume all rights and be burdened by all obligations upon Lessee under LL030. Assignee expressly agrees to pay any and all debts owed by Minden Air Corp to the County.
5. Assignee agrees that the County may irrevocably deposit the check for \$105,407.18 upon the County approving this assignment.
6. Upon the effective date, all references, including notice provisions, pertaining to "Lessee" in LL030 shall be amended as follows:

Lessee: James Burns and/or Verity Energy, LLC.

Mailing address: 1645 South 1050 West, Vernal, UT 84708

Physical address: 1645 South 1050 West, Vernal, UT 84708

Email address: jim@verityenergies.com, jimburns100@gmail.com

7. Prior to the Effective Date, Assignor shall provide to County a fully executed copy of any agreement with Assignee regarding the transfer of interest in any fixtures or facilities upon the Leasehold.
8. The Parties agree that this assignment of the Lease shall not release Assignor from any liability under LL030, to the extent that such liability arose (in whole or in part) from events predating the Effective Date. The County agrees to release Assignor from any obligation under LL030 that wholly accrues after assignment. Assignor and Assignee agree that they are jointly and severally liable for any liability arising from events predating the Effective Date.
9. The Parties agree and understand that County's consent to this assignment shall not constitute a consent to any future assignments or subletting.
10. 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.
11. The Parties may execute this Amendment #1 in counterparts and all will constitute one agreement that will be binding on all the Parties.

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 Christopher Johnson, and Leonard Parker in his personal capacity and in his capacity on behalf of Minden Air Corp and James Burns and/or Verity Energy, LLC., on the respective dates indicated below.

LESSOR:

Douglas County

By: [Signature] 9/1/20
Christopher Johnson, Airport Manager (Date)
As authorized during a meeting of the Board of
County Commissioners on October 1st, 2020

ASSIGNOR:

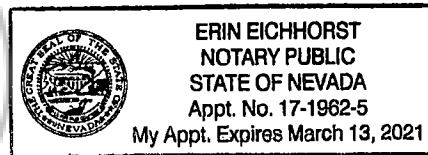
Leonard Parker and Minden Air Corp.

By: [Signature] Sept 1, 2020
Leonard Parker (Date)

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me,
a Notary Public, on the 1st day of
September, 2020 by Leonard Parker.

[Signature]
Notary Signature



ASSIGNEE:

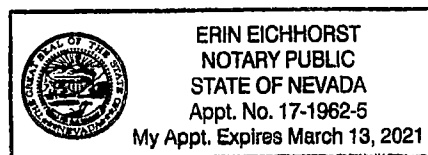
James Burns

By: [Signature] 9/1/2020
James Burns (Date)
Owner, Verity Energy

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me,
a Notary Public, on the 1st day of
September, 2020 by James Burns.

[Signature]
Notary Signature



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

14th day of October, 2020
By: [Signature] Deputy