

Recorder's Office Cover Sheet

Recording Requested By:

Name: ERIN EICHHORST

Department: MINDEN-TAHOE AIRPORT



00120449202009544280040041

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: LEASE AMENDMENT

MINDEN-TAHOE AIRPORT**LAND LEASE 030****LEASE AMENDMENT #02**

This Lease Amendment #01 (“Amendment #2”) is entered into this **1st** day of **October, 2020** by and between the Lessor, Minden-Tahoe Airport (“Airport”) owned by Douglas County, Nevada (“County”), and James Burns (“Mr. Burns”) and Verity Energy LLC (“Verity”). County, Mr. Burns and Verity 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, in Assignment of Lease and Lease Amendment #01 (“Amendment #1”), Minden Air Corp. assigned its interest in LL030 to “James Burns and/or Verity Energy, LLC. (‘Assignee’)”; and

WHEREAS, County, Mr. Burns and Verity now desire to clarify the identity of the current lessee and ‘Assignee’ under Amendment #1; and

NOW, THEREFORE, be it agreed by and between County, Mr. Burns and Verity, that:

1. This Amendment #2 shall become effective on October 1, 2020 (“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. Mr. Burns, in his individual capacity and in his capacity as president of Verity Energy LLC, hereby represents and warrants that the intended Lessee was Verity Energy LLC. To the extent that either James Burns or Verity Energy LLC have any interest in or, rights or obligations under, LL030 those interests, rights and obligations are assigned solely to Verity Energy LLC, which shall henceforth be known as “Lessee” under LL030. To the extent that approval is required, the County approves the designation and assignment of LL030 to Verity Energy LLC.
5. The Parties agree that Verity will assume all rights and be burdened by all obligations upon Lessee under LL030.
6. Upon the effective date, all references, including notice provisions, pertaining to “Lessee” in LL030 or Amendment #1 shall be updated as follows:

Lessee: Verity Energy LLC (a Utah Limited Liability Company)

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. Mr. Burns and Verity agree to indemnify, defend, and hold harmless the County from any action by Minden Air Corp. that may arise or be related to the listing of “James Burns and/or Verity Energy, LLC” as the “Assignee” in Amendment #1.
8. If anything contained in this Amendment #2 conflicts with any terms of the Lease, or Amendment #1, then the terms of this Amendment #2 shall govern.
9. The Parties may execute this Amendment #2 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.

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[Signature Page Follows]

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through Christopher Johnson, and James Burns in his individual capacity as well as in his capacity as the president of Verity Energy LLC on its behalf, on the respective dates indicated below.

Douglas County

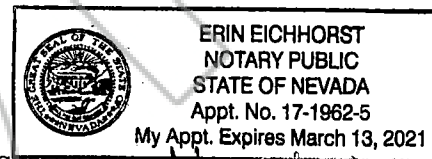
By: [Signature] 10/13/20
Christopher Johnson, Airport Manager (Date)
As authorized during a meeting of the Board of
County Commissioners on OCTOBER 1ST, 2020

James Burns

[Signature] 10/13/20
(Date)

STATE OF Nevada
COUNTY OF Douglas
This instrument was acknowledged before me,
a Notary Public, on the 13th day of
October, 2020 by James Burns.

[Signature]
Notary Signature

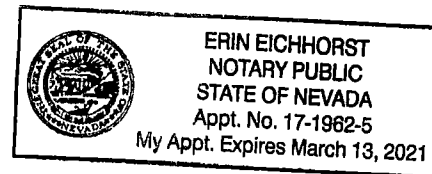


Verity Energy, LLC

By: [Signature] 10/13/20
Name: James Burns (Date)
Title: President

STATE OF Nevada
COUNTY OF Douglas
This instrument was acknowledged before me,
a Notary Public, on the 13th day of
October, 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 Dec, 2020
By: [Signature] Deputy