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SHAWNYNE GARREN, RECORDER

Recorder's Office Cover Sheet

Recording Requested By:

Name Bobbi Thompson

Department: Airport

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: Lease Amendment

To be picked up in-person by Brad Spires, Remax.

FILED

NO. 2023.039

3/16/23
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY AL DEPUTY

MINDEN-TAHOE AIRPORT

LAND LEASE 051

LEASE AMENDMENT # 6

This Assignment of Lease and Lease Amendment # 6 (“Amendment 6”) is entered into this **16 day of March, 2023** by and between the Lessor, Douglas County (“County”), which owns and operates the Minden-Tahoe Airport (“Airport”), and the Barry C. Bangert 2010 Revocable Living Trust, Dated December 22, 2010 (“Lessee” or “Assignor”), and Barrakuda Limited, a Nevada limited-liability company (NV20201770747) and Spinboldak LLC, a Delaware limited liability company registered with the Nevada Secretary of State (NV20232679277) (collectively “Assignee”). County and Lessee 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 originally entered into a Land Lease with the Bently Nevada Corporation in November 1966 (Recorded as Document No. 34837), and the lease was subsequently amended and assigned to the Bangert Family Limited Partnership in August 2000 (Recorded as Document No. 499697), at which point it was referred to as LL051; and

WHEREAS, on March 1, 2002, LL051 was amended to include a credit for the cost of a taxilane (Recorded as Document No. 0534665) (hereinafter “Amendment 1”); and

WHEREAS, on November 1, 2002, LL051 was amended a second time to increase the size of the leasehold by adding 83,040 square feet and requiring the construction of certain improvements (Recorded as Document No. 0554939) (hereinafter “Amendment 2”); and

WHEREAS, on July 1, 2006, LL051 was amended a third time decrease the size of the leasehold by 711.6 square feet to accommodate construction on an adjoining land lease (LL006) (Recorded as Document No. 677865) (hereinafter “Amendment 3”); and

WHEREAS, on December 7, 2006, LL051 was amended a fourth time for the purpose of changing the identity of the tenant from the Bangert Family Limited Partnership to Barry C. Bangert, an individual (Recorded as Document No. 690800) (hereinafter “Amendment 4”); and

WHEREAS, in February 2022, a document referred to as the fifth amendment to LL051 was recorded with the Douglas County Recorder’s Office as Document Number 2022-981024 (Amendment 5), but the document was signed and recorded prior to the Board of County Commissioner’s approval; in an agenda item heard concurrently with the review and approval of this Amendment 6, Amendment 5 was presented to the Board of County Commissioners for retroactive approval and ratification of the County Manager’s signature thereupon; and

WHEREAS, in this Amendment 6, the Parties now desire to (1) correct a few provisions in the retroactively approved Amendment 5, (2) reduce the leasehold to 24,219 square feet, and (3) accomplishing the assignment of LL051 from Assignor to Assignee; and

WHEREAS, Section 34 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.

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

1. This Amendment # 6 shall become effective on March 16, 2023. (“Effective Date”).
2. All of the terms, covenants and conditions of the Lease, as amended by Amendments 1, 2, 3, 4, and 5 are hereby ratified and reaffirmed by all Parties hereto.
3. To the extent that Amendment #5 referred to Exhibit “A-5,” such Exhibit was not included in the finally recorded document. The parties agree that by mutual mistake, the document was signed and recorded prior to the finalization of said Exhibit. The Parties agree that the rent charged from the Effective Date of Amendment 5 through the Effective Date for Amendment 6 was calculated and correct for the anticipated 28,082 square feet articulated in Amendment 6. The Rent of \$393.15 per month will remain in effect through March 2023. Beginning April 1, 2023, the updated rent rate as set forth in Paragraph 5, below, will take effect. For the purpose of tenant liability and responsibility, the parties agree that, beginning on the Effective Date of Amendment 5, the footprint of the “Premises” matches the footprint set forth in Paragraph 4, below.
4. Beginning on the Effective Date of this Amendment 6, the Leased Premises, as defined in Section #3 of LL051, shall be amended and defined as follows:
 - a. The total leasehold shall consist of approximately 24,219 square feet, as described and depicted in Exhibit A-6 hereto.
5. Beginning on April 1, 2023, the Site Rent shall be calculated based on the square footage in Paragraph 4, above. The rate currently in effect for LL051 is 0.168 per square foot annually, equating to an annual rent obligation of \$4068.79. For illustrative purposes, the Rent due on April 1, 2023 will equal \$339.07.
6. Assignor assigns and transfers to Assignee all its right title and interest in LL051 and Assignee accepts the assignment and agrees to assume and be bound by all of the terms of LL051, as amended (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 LL051.
7. Upon the effective date, all references, including notice provisions, pertaining to “Lessee” in LL051 shall be amended as follows:

Lessee: Barrakuda Limited and Spinboldak LLC

Mailing address: PO Box 2972, Stateline, NV 89449

Physical address: 177 Tahoma Cir, Stateline, NV 89449

Email address: sean@lauzat.fr

8. Barrakuda Limited and Spinboldak LLC each individually agree that each shall be jointly and severally liable with the other for the obligations of Lessee under LL051.
9. 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.
10. Pursuant to the Minden Tahoe Airport's Leasing Policy, the Lessee shall pay to the County 2% of the gross selling price, which the Assignor and Assignee estimate at **\$569,000**. On or before the Effective Date, Assignee shall cause to be paid to the County a sum of **\$11,380**. If an adjustment in the sales price occurs, then Assignee shall provide evidence of such adjustment, and the parties will adjust the sum due to the County consistent with the updated price. Failure to timely remit payment will be considered a default under LL051.
11. The Parties agree that this assignment of the Lease shall not release Assignor from any liability under LL051, 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 LL051 that wholly accrues after the Effective Date. Assignor and Assignee agree that they are jointly and severally liable for any liability arising from events predating the Effective Date.
12. Assignee accepts the assignment of LL051, as amended, and agrees to assume and be bound by all of the terms of the Lease (as amended) (a copy of which has been received and reviewed), beginning on the Effective Date and to be held liable under the terms of the Lease.
13. The Parties agree and understand that County's consent to this assignment shall not constitute a consent to any future assignments or subletting.
14. 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 as amended by Amendments 1-5 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.
15. The Parties may execute this Amendment 6 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 Patrick Cates, County Manager, as authorized by the Board of County Commissioners during a Public Meeting, and **Holly Lepire, Trustee of the Barry C. Bangert 2010 Revocable Living Trust, Dated December 22, 2010, and Sean Lauzat, President of**

Spinboldak, LLC, and Sean Lauzat on behalf of Barrakuda Limited on the respective dates indicated below.

LESSOR:

Douglas County

By: [Signature] 3/16/23
Patriek Cates, County Manager (Date)
As authorized in a public meeting on 3/16/23

LESSEE/ASSIGNOR:

Barry C. Bangert 2010 Revocable Living Trust, Dated December 22, 2010

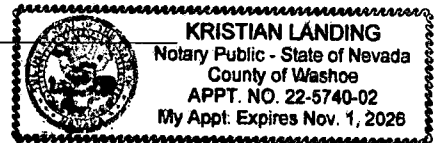
By: Holly Lepire, Trustee

Signature: [Signature]
Date: 3.2.23 Trustee

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the 2nd day of March 2023, by Holly Lepire

[Signature]
Notary Signature



ASSIGNEE:

Barrakuda Limited, a Nevada LLC

By: Barrakuda Limited, of the British Virgin Islands, Manager
By: Sean Lauzat, Director

Signature: _____
Date: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me, a Notary Public, on the _____ day of _____, 2023 by Sean Lauzat.

Notary Signature & Seal

Spinboldak LLC
By: Sean Lauzat, President

Signature: _____
Date: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me, a Notary Public, on the _____ day of _____, 2023 by Sean Lauzat.

Notary Signature & Seal

Spinboldak, LLC, and Sean Lauzat on behalf of Barrakuda Limited on the respective dates indicated below.

LESSOR:

Douglas County

By: _____
Patrick Cates, County Manager (Date)
As authorized in a public meeting on _____

LESSEE/ASSIGNOR:

Barry C. Bangert 2010 Revocable Living Trust, Dated December 22, 2010

By: Holly Lepire, Trustee

Signature: _____

Date: _____

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the _____ day of _____ 2023, by Holly Lepire

Notary Signature

ASSIGNEE:

Barrakuda Limited, a Nevada LLC

By: Barrakuda Limited, of the British Virgin Islands, Manager

By: Sean Lauzat, Director

Signature: Sean Lauzat

Date: MARCH 1st, 2023

Spinboldak LLC

By: Sean Lauzat, President

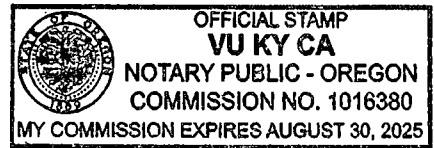
Signature: Sean Lauzat

Date: MARCH 1st, 2023

STATE OF Oregon)
COUNTY OF Washington)

This instrument was acknowledged before me, a Notary Public, on the 1st day of March, 2023 by Sean Lauzat.

Sean Lauzat
Notary Signature & Seal



STATE OF Oregon)
COUNTY OF Washington)

This instrument was acknowledged before me, a Notary Public, on the 1st day of March, 2023 by Sean Lauzat.

Sean Lauzat
Notary Signature & Seal

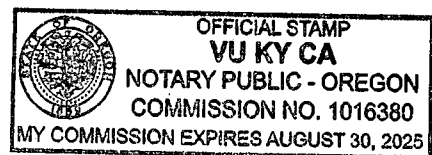


Exhibit A-6

3337-001
01/17/2022

MINDEN TAHOE AIRPORT LEASED PARCEL DOUGLAS COUNTY AIRPORT

A parcel of land located within East Half(E1/2) of Section 8, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, more particularly described as follows:

COMMENCING at Airport Control Monument No. 4 as shown on the Amended Record of Survey No. 14 for Douglas County filed for record April 4, 1988 in the office of Recorder, Douglas County, Nevada as Document No. 175533;

thence North 28°27'59" East, 1206.03 feet to the **POINT OF BEGINNING**;

thence North 00°29'02" East, 123.91 feet;

thence South 76°26'14" East, 210.85 feet;

thence South 58°18'42" East, 75.88 feet;

thence South 00°29'02" West, 36.88 feet;

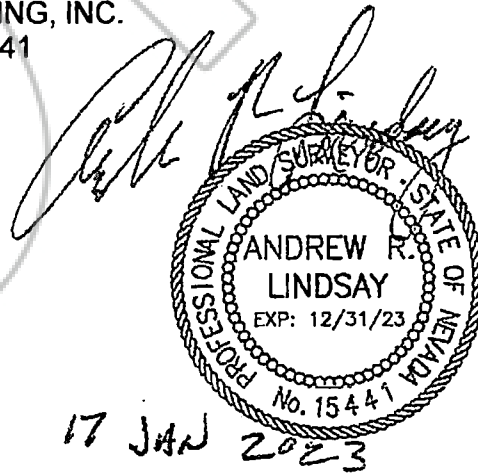
thence North 89°30'58" West, 270.31 feet to the **POINT OF BEGINNING**,

containing 24,219 square feet or 0.56 acres, more or less.

The basis of bearing for this description is North 00°26'00" East, the line between Airport Control Monuments #3 and #4 as shown on the Amended Record of Survey No. 14 for Douglas County filed for record April 4, 1988 in the office of Recorder, Douglas County, Nevada as Document No. 175533.

Prepared By:

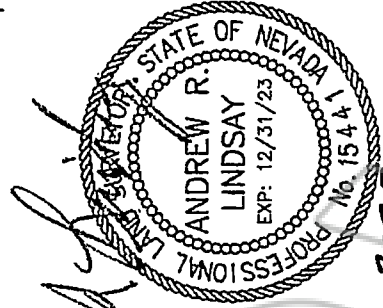
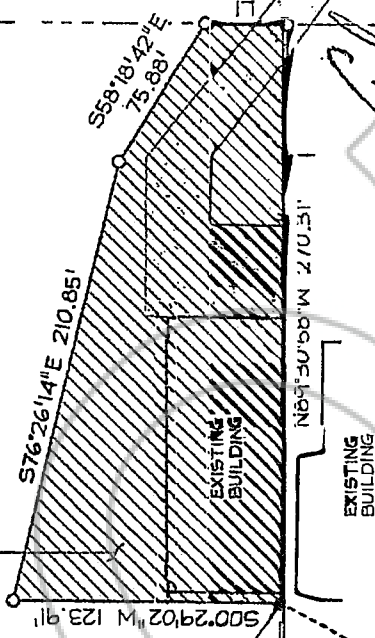
R.O. ANDERSON ENGINEERING, INC.
Andrew R. Lindsay, P.L.S. 15441
P.O. Box 2229
Minden, Nevada 89423



**LEASED
PARCEL AREA**

24,219 SF
0.56 AC.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°29'02" W	36.88'



17 JAN 2023



BOUNDARY CONTROL
MONUMENT NO. 4

R O Anderson
MINDEN, NEVADA
1603 Emerald Ave
P.O. Box 2224
Minden, NV 89423
P 775.782.2327
F 775.782.7084

EXHIBIT
MINDEN TAHOE AIRPORT LEASED PARCEL
SEC. 8, T.13N, R.20E., M.D.M.
DOUGLAS COUNTY, NV

07/15/22

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

16 day of March, 2023

By [Signature] Deputy