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SHAWNYNE GARREN, RECORDER

Recorder's Office Cover Sheet

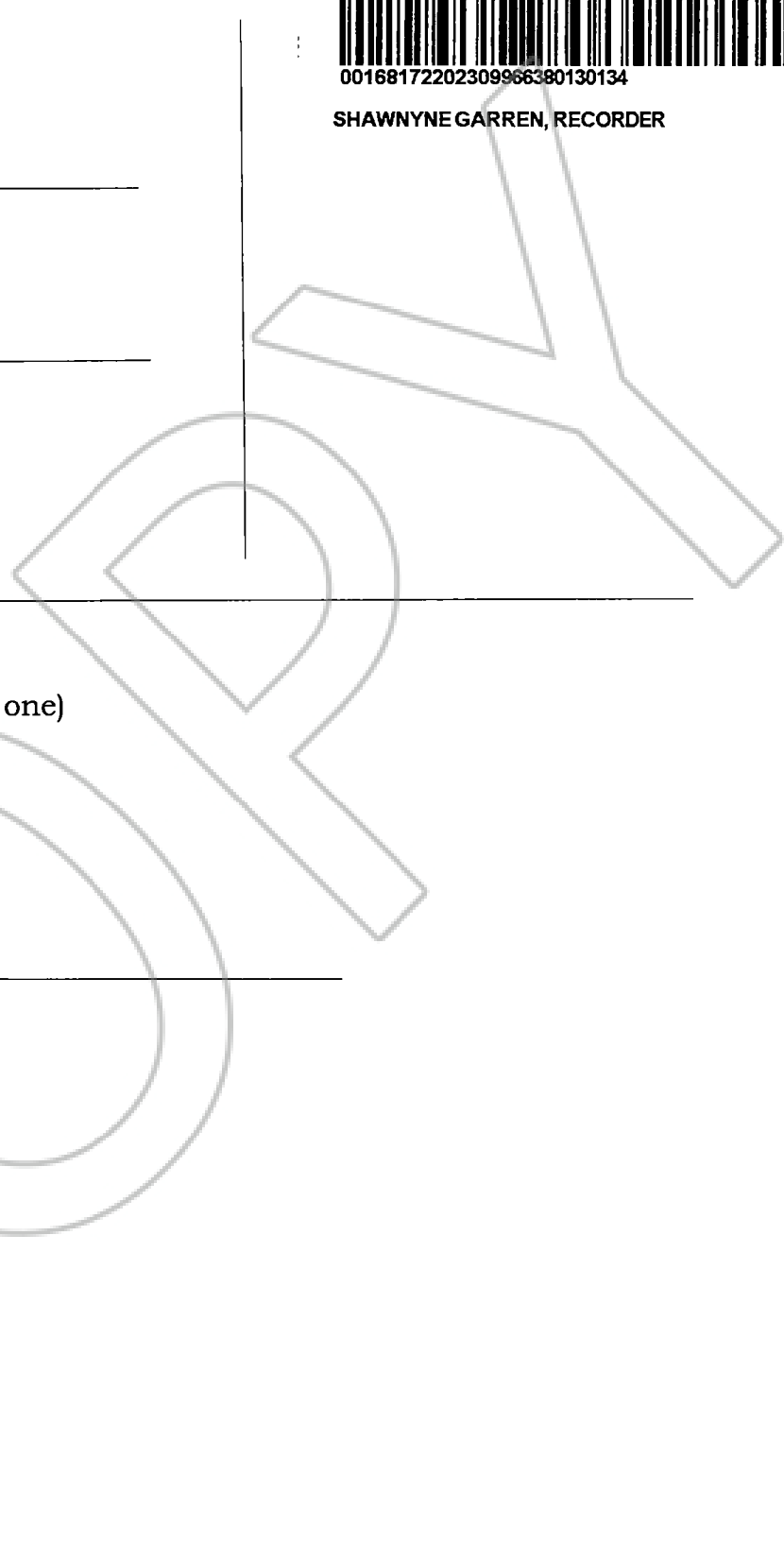
Recording Requested By:

Name: Heather MacDonnell

Department: Airport

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: _____



NO. 2023.0745/19/23
DATEDOUGLAS COUNTY CLERK
MINDEN, NVBY [Signature] DEPUTY**MINDEN-TAHOE AIRPORT****LAND LEASE 056****LEASE AMENDMENT # 1**

This Assignment of Lease and Lease Amendment # 1 ("Amendment 1") is entered into this 4th day of May, 2023 by and between the Lessor, Douglas County ("County"), which owns and operates the Minden-Tahoe Airport ("Airport"), and Empire Capital Holdings, LLC also known as Empire Capital Holdings Corporation, LLC ("Tenant"). County and Tenant 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 Empire Capital Holdings, LLC, effective January 1, 2001 (Recorded as Document No. 0507296) ("Lease"), and the leasehold is referred to as Land Lease 056 ("LL056"); and

WHEREAS, LL056 pertained to a leasehold of approximately 87 acres of unimproved real property on which Tenant intended to construct certain improvements including hangars and buildings as more particularly set forth in Exhibits B and C of the Lease; and

WHEREAS, in the intervening 22 years, the vast majority of LL056 remains undeveloped; and

WHEREAS, the parties deem it to be mutually advantageous to reduce the leasehold and allow for alternate development on the Premises; and

WHEREAS, Section 34 of the Lease enables the County and Tenant to amend the terms of the Lease by a written amendment that is approved and signed by County and Tenant.

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

1. This Amendment # 1 shall become effective on May 1, 2023. ("Effective Date").
2. All of the terms, covenants and conditions of the Lease are hereby ratified and reaffirmed by all Parties hereto.
3. Beginning on the Effective Date of this Amendment 1, the Leased Premises, as defined in Section #3 of the Lease, shall be amended and defined as follows:
 - a. The total leasehold shall consist of three (3) rectangular areas, which together consist of approximately **256,520** square feet¹, as described and depicted in Exhibits A, A-1, B, B-1, C, and C-1, hereto, which are incorporated herein by this reference.

¹ 46,657 sqft + 109,863 sqft + 100,000 sqft

4. Beginning on May 1, 2023, the Site Rent shall be calculated based on the square footage in Paragraph 3, above. The rate currently in effect for LL056 is **\$0.042** per square foot annually. Using the updated square footage set forth in this Amendment, the new annual rent obligation will be equating to an annual rent obligation of **\$10,773.84**. Beginning on May 1, 2023, and subject to all future adjustments as set forth in the Lease, the monthly rent obligation will equal **\$897.82**.
5. The Parties agree that a typographical or clerical error exists in the original Lease. The Lease refers to Tenant as “Empire Capital Holdings, LLC, a Nevada Limited Liability Company.” In fact, at the time of execution of the lease in 2001 and at all times since execution, the identity of Tenant has been “Empire Capital Holding Corporation, LLC, a Nevada limited liability company, NV Business ID NV20001048507.” The parties agree that the Lease is hereby amended to correctly identify Tenant as set forth below. The Parties agree that the identity of the tenant has, at all times since the effective date, been “Empire Capital Holding Corporation, LLC.”

Tenant: Empire Capital Holding Corporation, LLC, a Nevada limited liability company, NV Business ID NV20001048507

Address (physical and mailing): 7335 Franktown Rd.; Washoe Valley, NV 89704

6. The Parties agree and understand that County’s consent to this assignment shall not constitute a consent to any future assignments or subletting.
7. The Parties each agree and acknowledge that the County has fully complied with all of its obligations under the Lease through the Effective Date of this amendment 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.
8. The Parties each acknowledge that Tenant is, at the time of execution of this Amendment 1, in Default under the terms of the Lease because Tenant has failed to pay rent when due. The approval of this amendment by the County does not waive the County’s right to pursue a termination of the Lease, as amended, and neither does it preclude the County from pursuing any other remedy that may be available at law or equity. As of April 20, 2023, Tenant’s outstanding past-due balance under the Lease is **\$71,177.89**. To avoid any confusion, it is noted that the County has provided written notice of default in accordance with the terms of the Lease and intends, if the full past-due balance has not been paid by May 12, 2023, to bring a termination of the lease, as amended, to the Board of County Commissioners for consideration as early as May 18, 2023.
9. The Parties may execute this Amendment 1 in counterparts and all will constitute one agreement that will be binding on all the Parties.

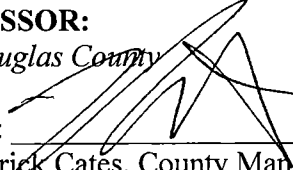
Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such natural person, and to each other

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 Patrick Cates, County Manager, as authorized by the Board of County Commissioners during a Public Meeting, and John Carey on behalf of Empire Capital Holding Corporation, LLC on the respective dates indicated below.

LESSOR:

Douglas County

By:  5/18/23
Patrick Cates, County Manager (Date)
As authorized in a public meeting on May 4, 2023

TENANT:

Empire Capital Holding Corporation, LLC


By: John Carey, Manager

Signature: 

Date: 5/9/23

STATE OF NEVADA ^(S.A.)
COUNTY OF ~~DOUGLAS~~ *Carson City*

This instrument was acknowledged before me, a Notary Public, on the 9th day of May 2023, by John Carey.


Notary Signature

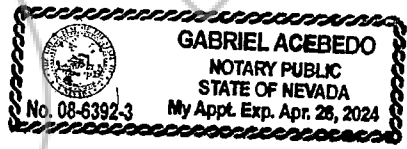


EXHIBIT A

LEGAL DESCRIPTION FOR A LEASE AREA

A portion of land situated in the Northeast Quarter of Section 17, Township 13 North, Range 20 East, Mount Diablo Meridian, in Douglas County, Nevada, and being more particularly described as follows:

COMMENCING at the southwest corner of the Northeast Quarter of said Section 17 as shown on "Record of Survey No. 15 for Douglas County", filed on December 15, 1986, as Document No. 146699, Official Records of Douglas County, Nevada;

THENCE, North $08^{\circ}15'17''$ East, a distance of 1178.92 feet to the **POINT OF BEGINNING** on the westerly boundary of an existing lease area as described in a lease agreement titled "Lease Between Douglas County and Empire Capital Holdings, LLC", filed on January 24, 2001, as Document No. 507296, Official Records of Douglas County, Nevada;

THENCE, North $01^{\circ}29'47''$ East, a distance of 282.10 feet along said westerly boundary;

THENCE, South $88^{\circ}30'13''$ East, a distance of 309.40 feet along said westerly boundary;

THENCE, North $45^{\circ}32'57''$ East, a distance of 30.27 feet along said westerly boundary;

THENCE, South $44^{\circ}27'03''$ East, a distance of 138.53 feet;

THENCE, South $45^{\circ}32'57''$ West, a distance of 51.29 feet;

THENCE, a distance of 19.65 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of $45^{\circ}02'00''$;

THENCE, South $00^{\circ}30'57''$ West, a distance of 88.74 feet;

THENCE, a distance of 52.96 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of $121^{\circ}22'10''$;

THENCE, a distance of 137.23 feet along the arc of a non-tangent curve to the right, having a radius of 250.00 feet, through a central angle of $31^{\circ}27'03''$, and a radial line to the beginning of said curve to the right bearing South $30^{\circ}51'13''$ East;

THENCE, North $89^{\circ}24'09''$ West, a distance of 297.39 feet to the **POINT OF BEGINNING**.

Containing 2.52 acres (109,863 square feet) of land, more or less.

BASIS OF BEARING:

North was established with GPS observations using the Nevada State Plane Coordinate System (West Zone, NAD83).

See attached Exhibit A1 for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS
Nevada Certificate No. 16451
US Geomatics
P.O. Box 3299
Reno, Nevada, 89505



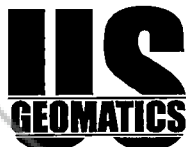
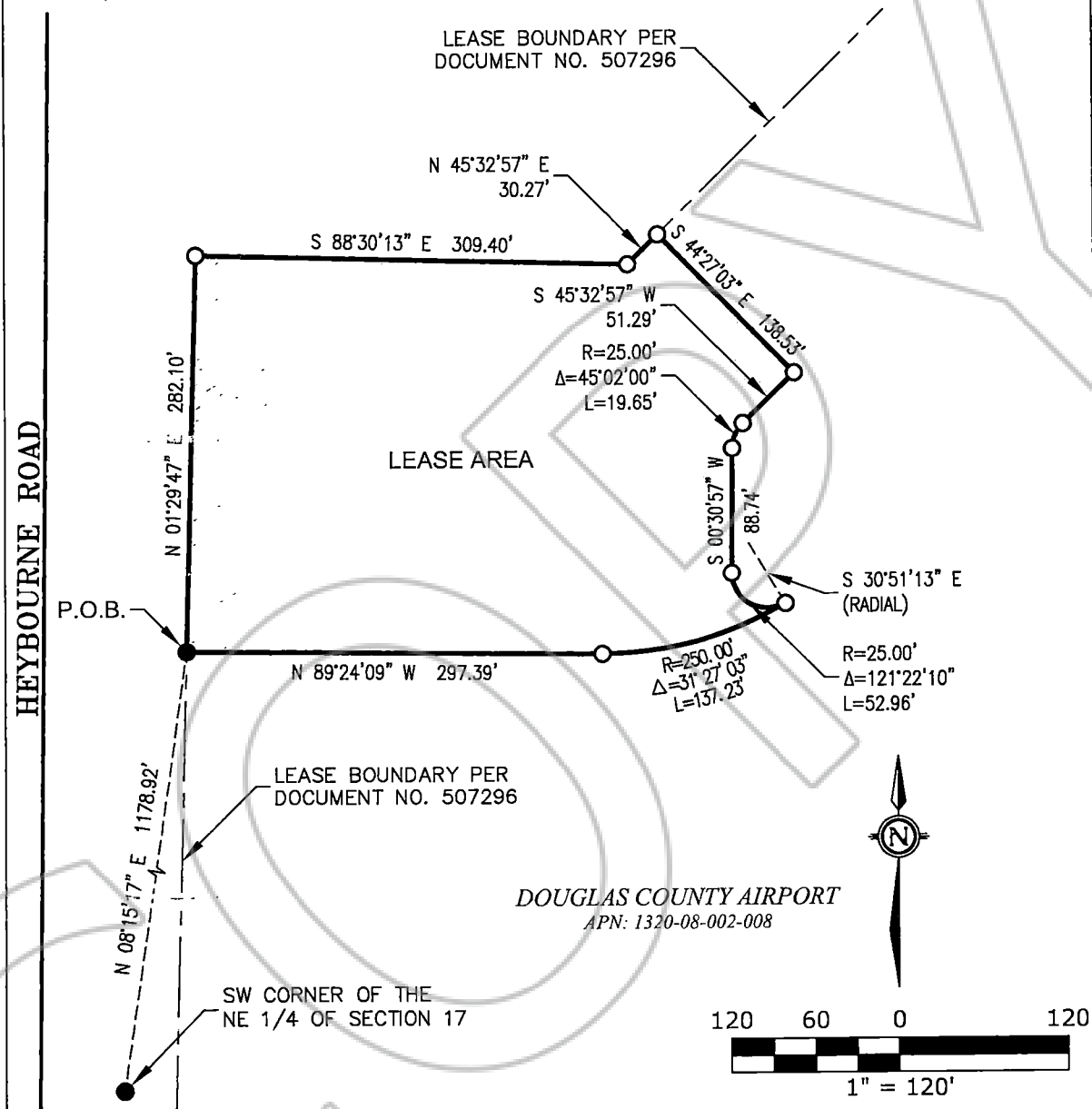
5-1-23

BASIS OF BEARING:

NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS USING THE NEVADA STATE PLANE COORDINATE SYSTEM (WEST ZONE, NAD83).

TOTAL LEASE AREA:

109,863 SQUARE FEET ±
(2.52 ACRES ±)



P.O. Box 3299
Reno, NV 89505
P. 775.786.5111

www.usgeomatics.com
info@usgeomatics.com

**EXHIBIT A1
DOUGLAS COUNTY AIRPORT
LEASE AREA**

**A PORTION OF THE NE 1/4 OF
SECTION 17, T.13N., R.20E., M.D.M.**

DOUGLAS COUNTY

NEVADA

SHEET

1
OF
1

EXHIBIT B

LEGAL DESCRIPTION FOR A LEASE AREA

A portion of land situated in the Northeast Quarter of Section 17, Township 13 North, Range 20 East, Mount Diablo Meridian, in Douglas County, Nevada, and being more particularly described as follows:

COMMENCING at the southwest corner of the Northeast Quarter of said Section 17 as shown on "Record of Survey No. 15 for Douglas County", filed on December 15, 1986, as Document No. 146699, Official Records of Douglas County, Nevada;

THENCE, North 08°15'17" East, a distance of 1178.92 feet to a point on the westerly boundary of an existing lease area as described in a lease agreement titled "Lease Between Douglas County and Empire Capital Holdings, LLC", filed on January 24, 2001, as Document No. 507296, Official Records of Douglas County, Nevada;

THENCE, North 01°29'47" East, a distance of 282.10 feet along said westerly boundary;

THENCE, South 88°30'13" East, a distance of 309.40 feet along said westerly boundary;

THENCE, North 45°32'57" East, a distance of 30.27 feet along said westerly boundary to the **POINT OF BEGINNING**;

THENCE, North 45°32'57" East, a distance of 207.14 feet along said westerly boundary;

THENCE, South 44°27'03" East, a distance of 204.93 feet;

THENCE, South 45°32'57" West, a distance of 192.45 feet;

THENCE, South 44°27'03" East, a distance of 32.59 feet;

THENCE, a distance of 31.44 feet along the arc of a tangent curve to the left, having a radius of 20.00 feet, through a central angle of 90°03'45";

THENCE, South 45°29'13" West, a distance of 80.98 feet;

THENCE, a distance of 31.39 feet along the arc of a non-tangent curve to the left, having a radius of 20.00 feet, through a central angle of 89°56'15", from a tangent to the beginning of said curve to the left bearing North 45°29'13" East;

THENCE, North 44°27'03" West, a distance of 74.08 feet;

THENCE, a distance of 39.27 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 90°00'00";

THENCE, North 45°32'57" East, a distance of 51.29 feet;

THENCE, North 44°27'03" West, a distance of 138.53 feet to the **POINT OF BEGINNING**.

Containing 1.07 acres (46,657 square feet) of land, more or less.

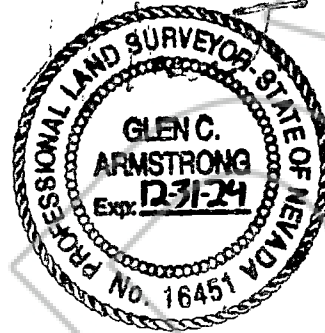
BASIS OF BEARING:

North was established with GPS observations using the Nevada State Plane Coordinate System (West Zone, NAD83).

See attached Exhibit B1 for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS
Nevada Certificate No. 16451
US Geomatics
P.O. Box 3299
Reno, Nevada, 89505



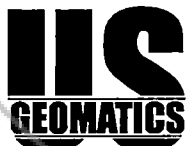
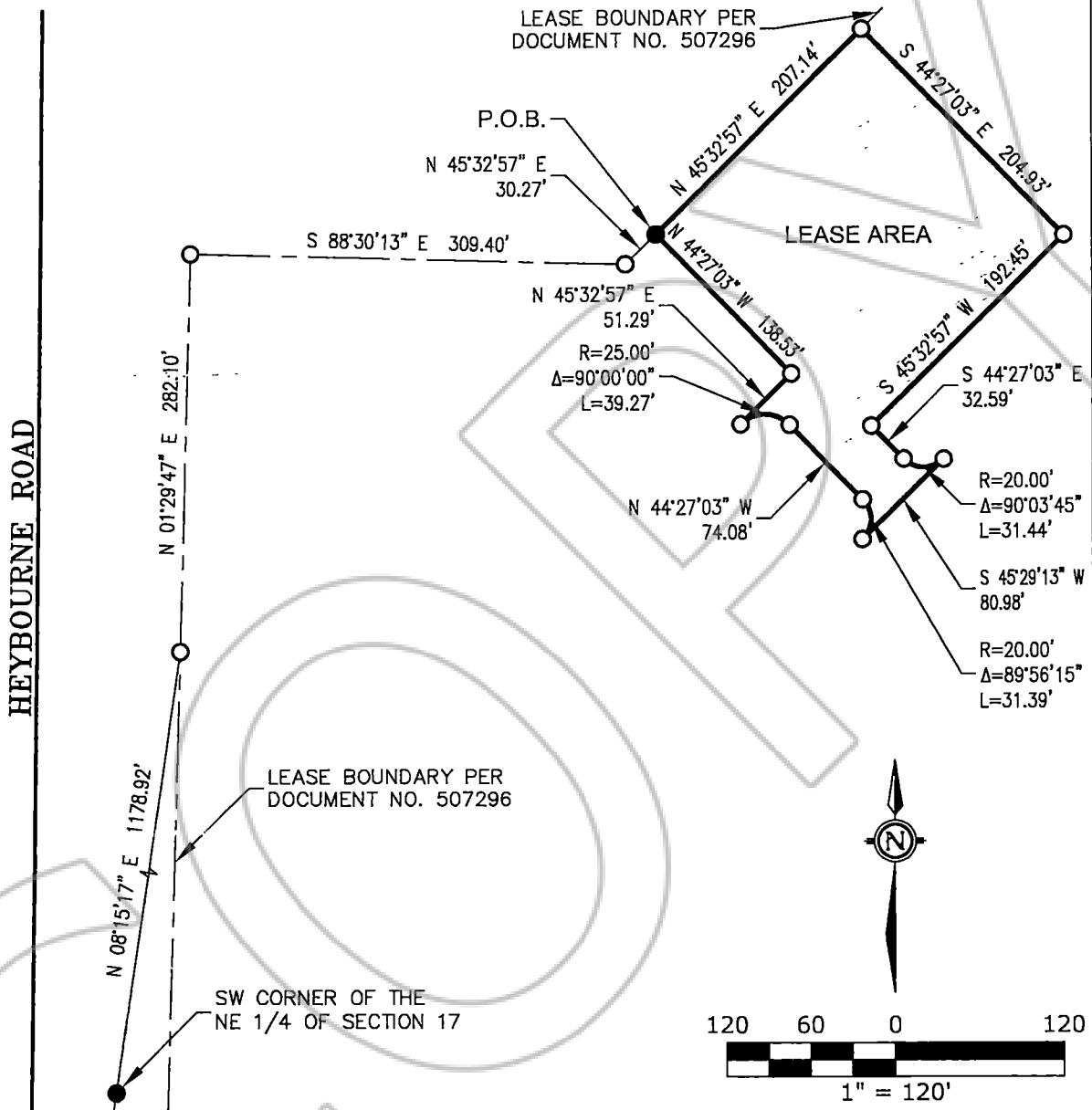
5-1-23

BASIS OF BEARING:

NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS USING THE NEVADA STATE PLANE COORDINATE SYSTEM (WEST ZONE, NAD83).

TOTAL LEASE AREA:

46,657 SQUARE FEET ±
(1.07 ACRES ±)



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**EXHIBIT B1
DOUGLAS COUNTY AIRPORT
LEASE AREA**

**A PORTION OF THE NE 1/4 OF
SECTION 17, T.13N., R.20E., M.D.M.**

DOUGLAS COUNTY

NEVADA

SHEET

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OF
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EXHIBIT C

LEGAL DESCRIPTION FOR A LEASE AREA

A portion of land situated in the Northeast Quarter of Section 17, Township 13 North, Range 20 East, Mount Diablo Meridian, in Douglas County, Nevada, and being more particularly described as follows:

COMMENCING at the southwest corner of the Northeast Quarter of said Section 17 as shown on "Record of Survey No. 15 for Douglas County", filed on December 15, 1986, as Document No. 146699, Official Records of Douglas County, Nevada;

THENCE, North 53°57'40" East, a distance of 127.54 feet to the **POINT OF BEGINNING**;

THENCE, South 89°34'23" East, a distance of 450.00 feet;

THENCE, North 00°25'37" East, a distance of 222.22 feet;

THENCE, North 89°34'23" West, a distance of 450.00 feet;

THENCE, South 00°25'37" West, a distance of 222.22 feet to the **POINT OF BEGINNING**.

Containing 2.30 acres (100,000 square feet) of land, more or less.

BASIS OF BEARING:

North was established with GPS observations using the Nevada State Plane Coordinate System (West Zone, NAD83).

See attached Exhibit C1 for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS
Nevada Certificate No. 16451
US Geomatics
P.O. Box 3299
Reno, Nevada, 89505



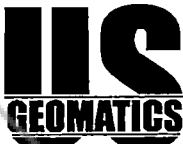
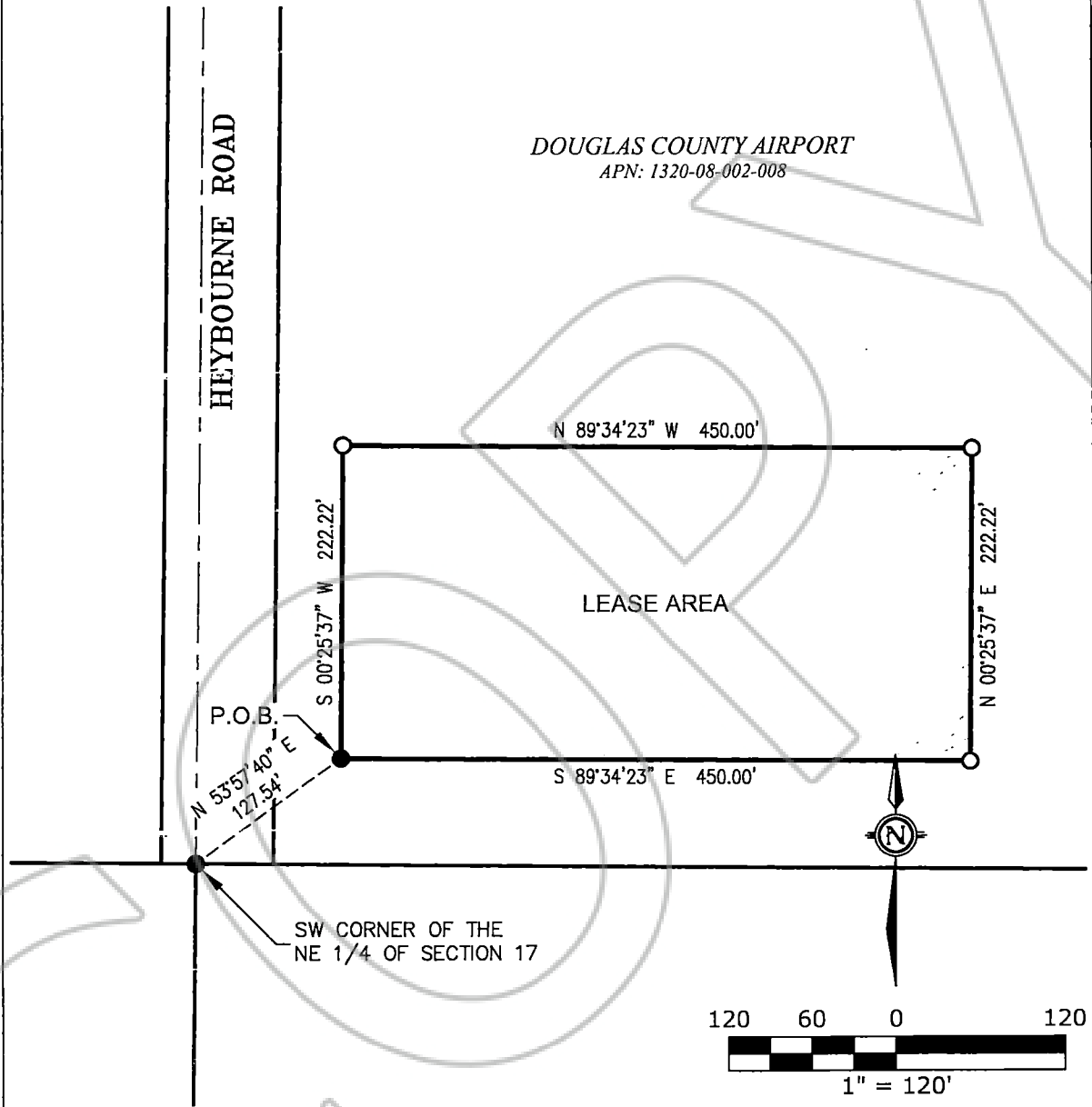
5-1-23

BASIS OF BEARING:

NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS USING THE NEVADA STATE PLANE COORDINATE SYSTEM (WEST ZONE, NAD83).

TOTAL LEASE AREA:

100,000 SQUARE FEET ±
(2.30 ACRES ±)



P.O. Box 3299
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**EXHIBIT C1
DOUGLAS COUNTY AIRPORT
LEASE AREA**

**A PORTION OF THE NE 1/4 OF
SECTION 17, T.13N., R.20E., M.D.M.**

DOUGLAS COUNTY

NEVADA

SHEET

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OF
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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

19th day of May, 2023

By Clarence Balda Deputy