

**SECOND AMENDMENT TO  
REAL ESTATE LEASE**

THIS SECOND AMENDMENT TO REAL ESTATE LEASE (the "Second Amendment") is entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between **MAC ONE, LLC**, a Nevada limited liability company authorized to do business in the State of Nevada, hereinafter, ("Company") and **COUNTY OF CLARK**, a political subdivision of the State of Nevada, hereinafter, ("County").

**RECITALS**

WHEREAS, County and MCP Cargo, LLC, an affiliate of Company (hereinafter "Marnell"), are parties to that certain Lease Agreement, dated October 21, 2008 (the "Cargo Lease"), as amended on July 7, 2009 (the "Cargo First Amendment") wherein Marnell leased from County approximately 19.15 acres of land for the development of the Marnell Air Cargo Center. The Cargo Lease was further amended on October 6, 2020 (the "Cargo Second Amendment") to expand the premises by approximately 9.54 acres to construct additional cargo facilities (the "Cargo Expansion"); and

WHEREAS, Company and County entered into that certain Real Estate Lease, dated August 7, 2007 (the "Lease") as amended on August 5, 2014 (the "First Amendment"), wherein County leased Eighty-One Thousand Six Hundred and Sixteen (81,616) rentable square feet as more fully described therein as the Premises (the "Premises") in the office building owned by Company known as 1845 East Russell Road, Las Vegas, Nevada 89119 (the "Building"); and

WHEREAS, Company and County desire and have negotiated to amend, modify and supplement the Lease in the manner set forth in this Second Amendment; and

WHEREAS, all capitalized terms used in this Second Amendment shall have the same definitions as set forth in the Lease, unless otherwise defined herein or the context hereof provides to the contrary:

NOW, THEREFORE, for and in consideration of the above recitals (which are incorporated into this Second Amendment by this reference), and the agreements, covenants and conditions herein, Company and County mutually agree as follows:

Action 1: Section 1.01(n) shall be deleted in its entirety and replaced as follows:

Lease Term: Twenty-two (22) years commencing on January 1, 2009 and expiring on December 31, 2030, unless extended pursuant to Rider No. 2 – Option to Renew Lease attached to this Lease and incorporated herein by this reference.

Action 2: Section 1.02(c) shall be hereby deleted in its entirety and replaced with the following:

- (c) Commencing on the first (1st) day of January 2020, the Per Square Foot Rate then in effect shall be increased by an amount equal to three percent (3%) as outlined in the Base Rent Schedule below.

**Base Rent Schedule – Year 12**

<b>Year (Jan-Dec)</b>	<b>Rentable Square Feet</b>	<b>Per Square Foot Rate</b>	<b>Monthly Base Rent</b>	<b>Annual Base Rent</b>
2020	81,616	\$3.32	\$271,141.52	\$3,253,698.19

Action 3: The following article shall be added to Section 1.02:

- (d) Effective January 1, 2021, the Base Rent shall be equal to \$2.90 per rentable square foot for the Premises, the Company shall provide one (1) month of abated Base Rent for the month of January 2021 with all other charges remaining due and payable.

Commencing on the first (1<sup>st</sup>) day of January 2022 and on each January 1 thereafter (each such date a Rent Adjustment Date) the Per Square Foot Rate then in effect shall be increased by an amount equal to three percent (3%) over the then current Base Rent as outlined in the Base Rent Schedule below.

**Base Rent Schedule – Years 13-22**

<b>Year (Jan-Dec)</b>	<b>Rentable Square Feet</b>	<b>Per Square Foot Rate</b>	<b>Monthly Base Rent</b>	<b>Annual Base Rent</b>
2021	81,616	\$2.90	\$236,686.40	\$2,603,550.40
2022	81,616	\$2.99	\$243,786.99	\$2,925,443.90
2023	81,616	\$3.08	\$251,100.60	\$3,013,207.22
2024	81,616	\$3.17	\$258,633.62	\$3,103,603.44
2025	81,616	\$3.26	\$266,392.62	\$3,196,711.54
2026	81,616	\$3.36	\$274,384.40	\$3,292,612.89
2027	81,616	\$3.46	\$282,615.93	\$3,391,391.27
2028	81,616	\$3.57	\$291,094.41	\$3,493,133.01
2029	81,616	\$3.67	\$299,827.25	\$3,597,927.00
2030	81,616	\$3.78	\$308,822.06	\$3,705,864.81

In the event that County receives a determination from the Federal Aviation Administration (FAA) pursuant to (a) Section 163 of the FAA Reauthorization Act of 2018; or (b) National Environmental Protection Act Categorical Exclusion, or equivalent environmental approval, allowing for the Cargo Expansion project to

proceed with construction by February 1, 2021, then County shall receive one (1) month of abated base rent. This one month of abated base rent shall be applied to the January 2022 Base Rent, with all other charges remaining due and payable.

Except as modified by the First Amendment and this Second Amendment, the Lease shall remain in full force and effect. As amended hereby, the Lease is hereby ratified and confirmed in its entirety. In the event of a conflict between the terms of the Lease, the First Amendment and this Second Amendment, this Second Amendment shall control.

All references in the Lease to "this Lease" shall be deemed to be references to the Lease as modified by the First Amendment and this Second Amendment.

This Second Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute but one instrument.

This Second Amendment may be executed by an authorized email signature having the same force and effect as if this Second Amendment had been executed by the actual signature of one of the parties identified below.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

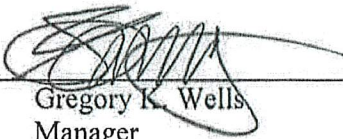
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease Agreement effective as of the date first set forth above.

LANDLORD:

TENANT:

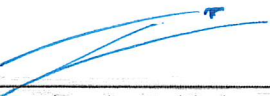
MAC ONE, LLC,  
a Nevada limited liability company

COUNTY OF CLARK,  
a political subdivision of the State of Nevada

By:   
\_\_\_\_\_  
Gregory K. Wells  
Manager

By: \_\_\_\_\_  
Rosemary A. Vassiliadis  
Director of Aviation

APPROVED AS TO FORM:  
Steve Wolfson, District Attorney

By:   
\_\_\_\_\_  
Timothy Baldwin  
Deputy District Attorney

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply) N/A</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> <span style="float: right;">0</span>						
<b>Corporate/Business Entity Name:</b> MAC One, LLC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		222 Via Marnell Way		<b>Website:</b> N/A		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89119		<b>POC Name:</b> Gregory K. Wells		
				<b>Email:</b> gwells@marnellcompanies.com		
<b>Telephone No:</b>		(702) 739-2000		<b>Fax No:</b> (702) 739-2105		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Marnell Properties, LLC		100.00%
(See Attached)		

*This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?*  Yes  No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Gregory K. Wells Print Name
Manager	Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**MARNELL PROPERTIES, LLC - Ownership Disclosure**

<u>Member</u>		<u>%</u>
Alanty, LTD		55.160%
Anthony A. Marnell III 1994 Trust <sup>(2)</sup>	50.000%	
Alisa Ann Marnell 1994 Trust <sup>(2)</sup>	<u>50.000%</u>	
	100.000%	
AM2 2012 Trust <sup>(1)</sup>		26.200%
Anthony A. Marnell III 1998 Trust <sup>(2)</sup>		5.320%
Alisa A. Marnell 1999 Trust - 5 Year GRAT <sup>(2)</sup>		5.320%
Wells Family 2001 Trust <sup>(3)</sup>		8.000%
	<b>Totals</b>	<b>100.00%</b>

<sup>(1)</sup> Anthony A. Marnell II, Trustee and Manager of Marnell Properties, LLC

<sup>(2)</sup> Anthony A. Marnell III, Trustee and Manager of Marnell Properties, LLC

<sup>(3)</sup> Gregory K. Wells, Trustee and Manager of Marnell Properties, LLC