

SECOND AMENDMENT TO GROUND LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE GROUND LEASE AGREEMENT ("Second Amendment"), entered into this _____ day of _____, 2022, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada ("County"), and GLOBAL EXPERIENCE SPECIALISTS, INC., a Nevada corporation authorized to do business in the State of Nevada ("Company"). County and Company are individually referred to as "Party" and collectively "Parties."

RECITALS

WHEREAS, County and Company are parties to that certain Ground Lease Agreement, dated December 20, 2005, as amended on December 20, 2006 (collectively, the "Agreement"), wherein Company leased from County the real property depicted and described in the Agreement as the Premises for the development of a truck and trailer marshaling yard;

WHEREAS, County and Company desire to amend the Agreement to (a) increase the Premises by \pm 4.17 acres and (b) add two (2) additional renewal options to the term;

WHEREAS, the effective date of this Second Amendment shall be December 1, 2022 (the "Second Amendment Effective Date");

WHEREAS, all terms used herein and not otherwise defined shall have the same meaning as given to them in the Agreement; and

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, County and Company agree as follows:

AGREEMENT

Action 1: Section 1.2.1, is hereby deleted and replaced as follows:

- 1.2.1 The term of this Agreement will expire ten (10) years from the Rent Commencement Date. Upon the termination of the initial term as defined herein, the Company will have an option to extend the term of this Agreement by five (5) years (the "First Extension Option"). Company may exercise the First Extension Option by giving County written notice to exercise the option at least sixty (60) days prior to the expiration date of the term. At the end of the term as extended by the First Extension Option (the "First Extension Option Term"), the Parties will have the mutual right to extend this Agreement for three (3) additional periods of five (5) years each (the "Second, Third and Fourth Extension Options") as shown in the table below. Such option periods will continue automatically following the expiration of the First Extension Option Term unless canceled by written notice by either Party given at least three hundred sixty (360) days prior to the expiration of the then current extension option.

Term	Period (Years)	Monthly	
Initial 12/1/2007 – 11/30/2017	10	\$37,184.93	
First Extension Option 12/1/2017 - 11/30/2022	5	\$37,184.93	12/1/2017 - 4/30/2018
		\$68,750.00	5/1/2018 - 11/30/2022
Second Extension Option 12/1/2022 - 11/30/2027	5	\$87,829.19	
Third Extension Option 12/1/2027 - 11/30/2032	5	To be determined by a new appraisal.	
Fourth Extension Option 12/1/2032 - 11/30/2037	5	To be determined by a new appraisal.	

Action 2: Section 1.1 is hereby amended to add the following definition:

The term “Restricted Zone,” means those portions of the Premises covered by Runway Protection Zones as depicted on Exhibit “A” to the Agreement in which Company agrees that it shall not develop that area with any vertical improvements or utilize that area for equipment storage or automobile, truck, or trailer parking. The Restricted Zone shall remain free of any objects being stored or placed upon it.

Action 3: The Premises depicted on Exhibit “A” to the Agreement is hereby deleted in its entirety and replaced with Exhibit “A,” which is attached hereto and made a part hereof. The Restricted Zone depicted on Exhibit “A” as restricted shall not be developed with any vertical improvements, nor shall it be utilized for equipment storage or automobile, truck, or trailer parking. County shall provide Company with a metes and bounds survey of the Restricted Zone. Company shall apply ground markings to physically define the Restricted Zone and ensure no objects are place within it.

Action 4: Section 1.4.3.2 is hereby deleted and replaced as follows:

1.4.3.2 **Compatible Uses:** The term “Compatible Uses,” means land uses, which are appropriate given the area’s exposure to aircraft over-flight and noise, and the limitations on development necessary to preclude potential hazards to air navigation. Portions of the Premises are covered by Runway Protection Zones (RPZ’s), which extend from the Airport runways. Compatible land use within the RPZ is generally restricted to such land uses as agricultural, golf courses (but not club houses), and similar uses which do not involve congregations of people or construction of buildings or other improvements that may be obstructions including, but not limited to, light poles and other permanent or temporary structures unless such poles and structures have been approved by the CDR. Some Compatible Uses are permitted, provided they do not attract wildlife, are outside the Runway Obstacle Free Areas (OFA), and do not interfere with navigational aids. Automobile, truck, and trailer parking facilities, including a Marshaling Yard Facility, may be permitted, provided the parking facilities and any associated appurtenances, in addition to meeting

all of the preceding conditions, are located outside of the object free area extension. Notwithstanding the foregoing, automobile, truck, and trailer parking, and any parking facilities, including a Marshaling Yard Facility, shall not be permitted in the Restricted Zone and shall be deemed an Incompatible Use of the Restricted Zone.

Action 5: Section 1.7.4.1 is hereby added as follows:

1.7.4.1 County will obtain two new appraisal reports and the average of those reports will determine the fair market value rental rate of the Premises for the Third and Fourth Extension Options with due consideration of the restrictions on its use and development, but such appraisals shall be made as if the Premises were unimproved land.

The Parties shall execute a memorandum of this Second Amendment and cause it to be recorded in the official records of Clark County, Nevada.

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

All references in the Agreement to "this Agreement" shall be deemed to be references to the Agreement 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 email signature having the same force and effect as if this Second Amendment had been executed by the actual signature of any party.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, County and Company have executed these presents the day and year first above written.

CLARK COUNTY, NEVADA

GLOBAL EXPERIENCE SPECIALISTS, INC.

By: _____
Rosemary A. Vassiliadis
Director of Aviation

By: Jeff Quade
Jeffrey Quade
Executive Vice President

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: [Signature]
John P. Witucki
Senior Attorney

Exhibit "A"
to
Lease Agreement

PREMISES

(See Attached)



Ensworth St

W Post Rd


Windy Rd

W Sunset Rd

S Las Vegas Blvd

Harry Reid International Airport Exhibit A

 Restricted Area (No Vertical Improvements, Parking
or Equipment Storage

 GFS Exposition Services Lease Line

 Parcel: 162-32-802-039

Date: 6/23/2022
Path: H:\GIS\Projects-22\FIN\FIN-014\Exhibit_A\Exhibit_A.aprx
Note: The information portrayed is for display purposes only.
No liability is assumed as to the accuracy of the data delineated hereon.





**POGGEMEYER
DESIGN GROUP**

6960 Smoke Ranch Road, Suite 110 | Las Vegas, Nevada 89128-3204
P 702-255-8100 F 702-255-8375 | www.poggemeyer.com

ASSESSOR'S PARCELS

162-32-802-026
162-32-802-031
162-32-802-039
162-32-802-043
162-32-802-054
162-32-802-055
162-32-701-007

PAGE 1 OF 2

EXHIBIT "A" **EXPLANATION** **GES EXPOSITION SERVICES, INC**

THIS LEGAL DESCRIPTION DESCRIBES PARCELS OF LAND GENERALLY LOCATED BETWEEN PATRICK LANE AND SUNSET ROAD, AND INTERSTATE 15 AND LAS VEGAS BOULEVARD FOR A LEASE AGREEMENT.

DESCRIPTION

BEING LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LEASE AREA

BEING GOVERNMENT LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 26, 27, 28, 29, 31, 49, 50, 53, 54, AND THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF 25 LOCATED IN THE SOUTHEAST QUARTER (SE 1/4), OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS OF LAND CONVEYED TO CLARK COUNTY BY DOCUMENTS 0267:0216841, 0265:0214630, 0273:0220987, 0263:0213439, 0263:0213378, AND 20071023:01090. FURTHER EXCEPTING THAT PORTION LOCATED WITHIN THE UNION PACIFIC RAILROAD ALIGNMENT AS IT NOW EXISTS. FURTHER EXCEPTING THE EASTERLY 17.11 FEET OF GOVERNMENT LOT 10. FURTHER EXCEPTING THE SOUTHERLY 42.00 FEET OF GOVERNMENT LOT 54.



**POGEMEYER
DESIGN GROUP**

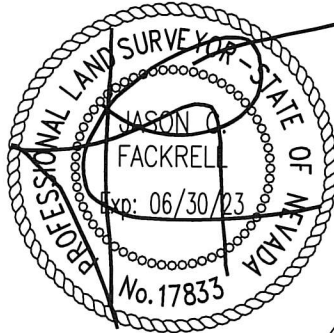
6960 Smoke Ranch Road, Suite 110 | Las Vegas, Nevada 89128-3204
P 702-255-8100 F 702-255-8375 | www.poggemeyer.com

TOGETHER WITH PARCEL 2 AS SHOWN ON A PARCEL MAP RECORDED IN THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, IN FILE 121 AT PAGE 10, LOCATED IN THE NORTHEAST QUARTER (NE 1/4), AND THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS OF INTERSTATE 15 RIGHT-OF-WAY GRANTED TO CLARK COUNTY BY DOCUMENTS 990402:01624, 00250:0202956, 358:289016, AND 20150128:01518. FURTHER EXCEPTING THAT PORTION OF PARCEL 2 LOCATED WITHIN THE UNION PACIFIC RAILROAD ALIGNMENT AS IT NOW EXISTS.

SAID PARCELS CONTAINING 30.01 ACRES MORE OR LESS.

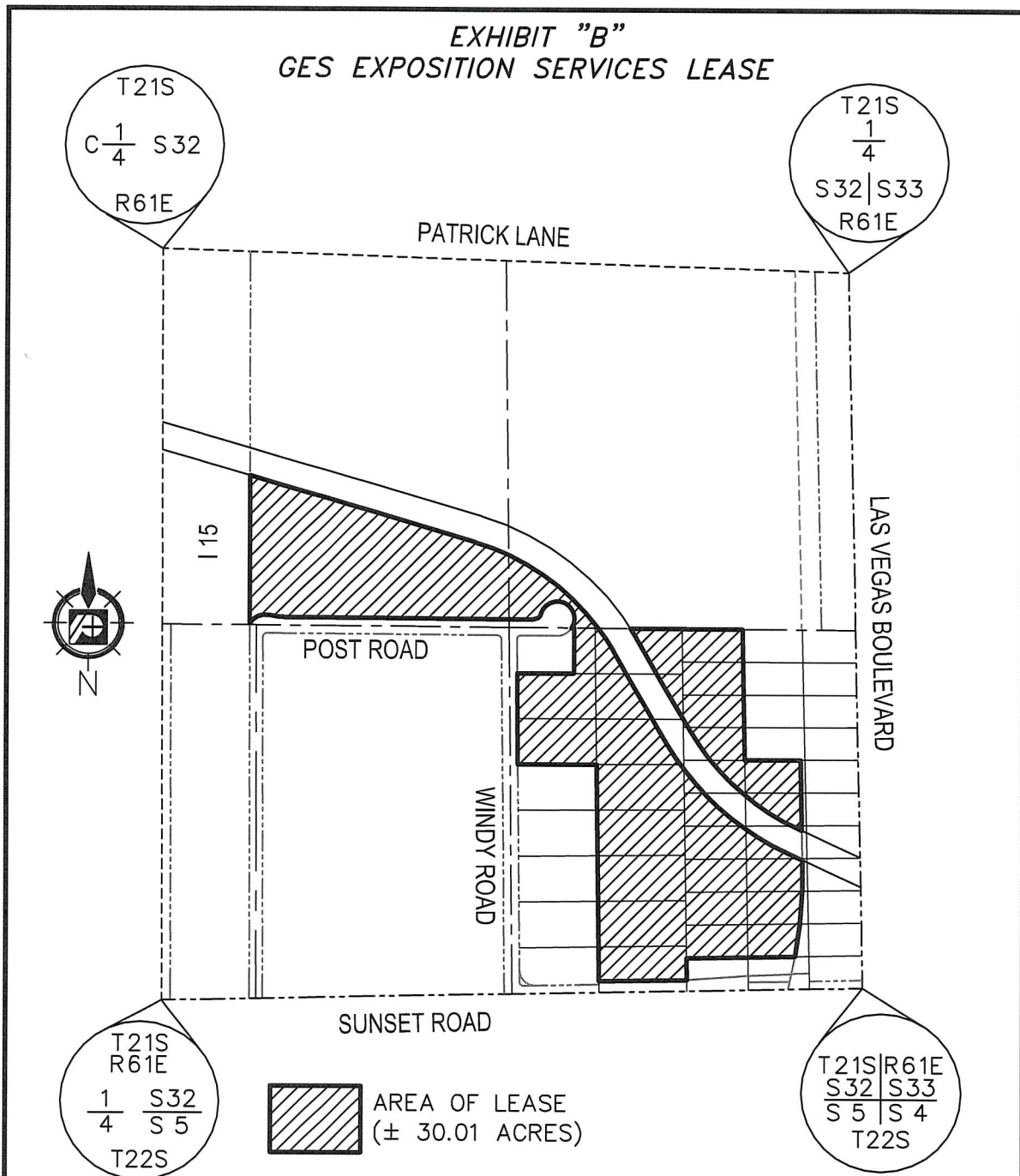
END OF DESCRIPTION:



4/29/22

JASON C FACKRELL, PLS
NEVADA LICENSE NO. 17833

EXHIBIT "B"
GES EXPOSITION SERVICES LEASE



G:\00Survey\GES LEASE\DRAWINGS



POGGEMEYER
 DESIGN GROUP
A Kleinfelder Company

6960 Smoke Ranch Road Suite 110
 Las Vegas, Nevada 89128

p) 702.255.8100

SCALE: 1" = 600'
 DRAWN BY: GSB
 DATE: 04/19/2022
 SHEET 1 OF 1

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 5,560						
Corporate/Business Entity Name: Global Experience Specialists, Inc.						
(Include d.b.a., if applicable)						
Street Address:		7000 Lindell Rd.		Website: www.ges.com		
City, State and Zip Code:		Las Vegas, NV 89118		POC Name: Jon Massimino jmassimino@viad.com		
Telephone No:		702.515.5500		Fax No: N/A		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Kris Truscott ktruscott@ges.com		
				Email:		

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)
Viad Corp		100%

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


1. 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.)

2. 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
 Asst. Secretary
 Title

Jon Massimino
 Print Name
 3.21.22
 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