

LEASE AMENDMENT NO. 2

to the

FRESNO CHANDLER EXECUTIVE AIRPORT
AIRPORT LEASE AGREEMENT

Between

CITY OF FRESNO, CALIFORNIA

And

DON WILLIAMS AN INDIVIDUAL, AND
JIM WOOD AN INDIVIDUAL,
D.B.A. BCH AVIATION CENTER

THIS LEASE AMENDMENT NO. 2 is made and entered the __ Day of ____, 2015, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation (hereinafter referred to as "Lessor") and DON WILLIAMS, AN INDIVIDUAL AND JIM WOOD, AN INDIVIDUAL, dba BCH AVIATION CENTER, located at 920 West Chandler Avenue, Fresno, California 93706, (hereinafter referred to as "Lessee").

RECITALS

WHEREAS the Parties entered into a Lease Agreement effective May 1, 2007, (the "Agreement") covering a 6,400 square foot Hangar and office building including three tie-down positions on the main ramp at the Fresno Chandler Executive Airport, and

WHEREAS the current term of the Agreement, as amended by Amendment No. 1, is scheduled to expire on April 30, 2015, and

WHEREAS Lessee desires to remain at its present location and extend this Agreement with Lessor for an additional five years; and

WHEREAS Lessor has determined it is in its best interest to extend this Agreement with Lessee.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises herein contained, the Parties hereby agree as follows:

1. Section 2, "Term" of the Agreement is amended as follows:

2. Term: The term of this Agreement shall be for a period of thirteen years, commencing May 1, 2007, hereinafter sometimes referred to as the "Commencement Date", and ending April 30, 2020 (the "Expiration Date").

a. Early Termination: Either party may terminate this Agreement at any time and without cause by serving written notice upon the other party no less than 60 days before such termination is to be effective.

b. Holding Over:

i. In the event Lessee shall remain in possession of the leased premises or any part thereof following the end of the life of this Agreement, and thus hold over the term hereof with or without the express written consent of Lessor, such holding-over occupancy shall be a tenancy from month to month only, terminable by either party hereto upon service of a minimum of 30 days' advance written notice upon the other party.

ii. Rental During Holding Over Period: During the holding-over MONTH-TO-MONTH TENANCY period, Lessee shall pay to Lessor all rent required by this Agreement at the rates in effect as of the date immediately preceding the date on which such month-to-month tenancy commences.

iii. Applicability of Agreement Provisions: EXCEPT as otherwise specifically set forth within this Article, such holding over shall be subject to all

of the terms, covenants, conditions, and provisions of this Agreement applicable to a month-to-month tenancy.

2. Except as expressly provided in this Amendment No. 2, all other terms and provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the day and year first above written.

CITY OF FRESNO, CALIFORNIA
A Municipal Corporation

BCH AVIATION CENTER
DON WILLIAMS, AN INDIVIDUAL

By: _____
Kevin Meikle
Director of Aviation

By: _____

Title: _____

ATTEST:
Yvonne Spence, CMC
City Clerk

Date: _____

By: _____
Deputy

BCH AVIATION CENTER
JIM WOOD, AN INDIVIDUAL

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By: _____

By: _____
Amanda B. Freeman
Deputy

Title: _____

Date: _____

Address for Notice:

City of Fresno
Attn: Kevin Meikle
Airports Department
4995 E. Clinton Way
Fresno, CA 93727

Address for Notice:

BCH AVIATION
920 West Chandler Avenue
Fresno, CA 93706
Phone (559) 268-8516



Exhibit "A"