

LEASE AMENDMENT NO. 2

to the

FRESNO CHANDLER EXECUTIVE AIRPORT
AIRPORT LEASE AGREEMENT

Between

CITY OF FRESNO, CALIFORNIA

And

JOHN TOMAINO AN INDIVIDUAL
D.B.A. AMERICAN HELICOPTERS

THIS LEASE AMENDMENT NO. 2 ("Amendment 2") is effective the 1st Day of March, 2016 by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation hereinafter referred to as "LESSOR" and John Tomaino, an individual, doing business as American Helicopters, located at 612 West Kearney Avenue, Fresno California 93706, hereinafter referred to as "LESSEE."

RECITALS

Whereas, the Parties entered into a Fresno Chandler Executive Airport Lease Agreement dated March 1, 2010 (the "Agreement"), for a paved parcel of land measuring approximately 36,000 square feet including a 6,560 square foot hangar (Lease Lot No. FBO-6) at the Fresno Chandler Executive Airport; and

Whereas, the current term of the Agreement expires on February 28, 2016 and the parties desire to extend the Agreement.

AGREEMENT

In consideration of the above, the parties therefore agree as follows:

1. Article II, Section A, "Term", of the Agreement is replaced and re-written as follows:

A. Term: The term of this Lease shall be for a period of Nine (9) years, commencing March 1, 2010, hereinafter sometimes referred to as the "Commencement Date," and ending February 28, 2019 (the "Expiration Date").

a. 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 Lease, 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 thirty (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 Lease 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 Lease applicable to a month-to-month tenancy


2. Except as expressly provided in this Amendment 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

AMERICAN HELICOPTERS

By: _____
Kevin Meikle
Director of Aviation

JOHN TOMAINO
DBA AMERICAN HELICOPTERS
By: _____


Address for Notice:
City of Fresno
Airports Department
4995 E. Clinton Way
Fresno, CA 93727

Title: _____
MANAGER

Address for Notice:

AMERICAN HELICOPTERS
612 West Kearney
Fresno, CA 93706

Phone (559) 240-1111

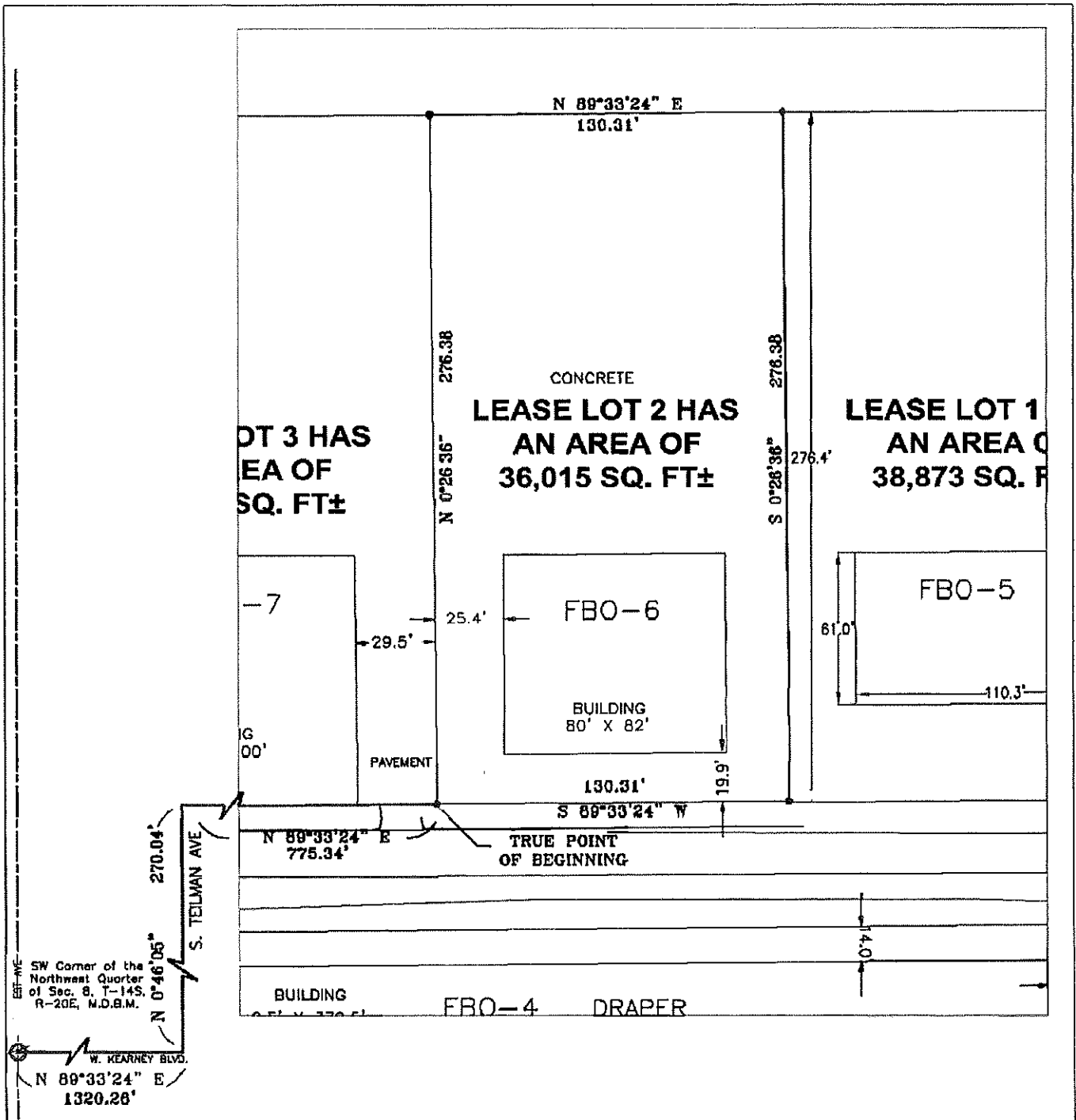
ATTEST:
Yvonne Spence, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By: _____
Amanda B. Freeman
Deputy

Exhibit "A" Descriptions of Leased Premises



ACCT. NO. _____ FILE NO. _____ WFO NO. _____	CITY OF FRESNO	AIRPORTS DEPARTMENT RUSSELL C. WIDMAR DIRECTOR OF AVIATION
REF. & REV. 26-F-11 26-A-33 26-A-78	FRESNO CHANDLER DOWNTOWN AIRPORT LEASE LOT 2, PORTION LOT 42 OF CHANDLER TRACT	APPROVED CONST. ENG. _____ OFFICE ENG. _____ CITY DESIGN ENG. _____ DR. BY: LNS CH. BY: DJY DATE: 2-22-2010 SCALE: 1:50 SHEET NO. 1 OF 1 SHEETS 26-A-84

Exhibit "A"