

FRESNO CHANDLER EXECUTIVE AIRPORT

FIRST AMENDMENT
to the
GROUND LEASE AGREEMENT FOR ADMINISTRATION AND OPERATIONS FACILITY

Between

CITY OF FRESNO, CALIFORNIA

And

AERIAL SOLUTIONS, INC.,
A California Non-Profit Corporation

THIS FIRST AMENDMENT TO THE GROUND LEASE AGREEMENT FOR ADMINISTRATION AND OPERATIONS FACILITY (First Amendment) is made and entered the ___ Day of ____, 2019, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation ("Lessor"), and Aerial Solutions, Inc., a California Non-Profit corporation located at 540 West Kearney Blvd., Fresno California, 93706 ("Lessee").

RECITALS

WHEREAS the Parties entered into a Lease Agreement effective February 1, 2013 (the "Agreement"), covering approximately 17,368 square feet of land, including existing paved aircraft ramp and a 5,095 square foot hangar facility located at the Fresno Chandler Executive Airport, and

WHEREAS, the current term of the Agreement expires on January 31, 2019, and

WHEREAS, Lessee desires to remain at his present location, and extend this lease agreement with the Lessor; and

WHEREAS Lessor has determined it is in the Lessor's best interest to extend this lease agreement with Lessee.

AGREEMENT

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

1. Section 3, Term, of the Agreement is amended to read as follows:

Term. The term of this Lease shall be for a period of eight years, commencing February 1, 2013, hereinafter sometimes referred to as the "Commencement Date", and ending January 31, 2021 (the "Expiration Date").

1. **Early Termination:** Either party may terminate this Lease 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.

2. As of the Effective Date of this First Amendment, Section 4(A), Rent, of the Agreement is adjusted so that Lessee shall pay Lessor rent for the use and occupancy of the Lease Premises, payable monthly in advance in the amount of Eight Hundred Thirty Seven dollars and forty cents (\$837.40).

3. A new Section 4(D), Holding Over, shall be added to the Agreement as follows:

D. Holding Over.

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 30 days' advance written notice upon the other party.

1. 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.
 2. 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.
4. Except as expressly provided in this First Amendment, all other terms and provisions of the Agreement shall continue in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this First Amendment of the Ground Lease as of the day and year first above written.

City of Fresno
A Municipal Corporation

By: _____
Kevin R. Meikle,
Director of Aviation

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By: *Amanda B. Freeman* 3-11-19
Amanda B. Freeman, Date
Senior Deputy City Attorney

ATTEST:
Yvonne Spence, MMC CRM
City Clerk

By: _____
Deputy

Address for Notice:

City of Fresno
Airports Department
4995 E. Clinton Way
Fresno, CA 93727

Aerial Solutions, Inc.
A California Non-Profit Corporation

By: *[Signature]*

Name: Mark D. Driscoll

Title: President
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: *[Signature]*

Name: Jonathan Lusk

Title: Secretary
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

Address for Notice:
Aerial Solutions, Inc.
c/o Mark Driscoll, President
540 West Kearney Blvd.
Fresno, CA 93706
Phone: (559) 905-4341