

LEASE AMENDMENT NO. 3

to the

FRESNO CHANDLER EXECUTIVE AIRPORT
AIRPORT LEASE AGREEMENT

Between

CITY OF FRESNO, CALIFORNIA

And

D & D AIRCRAFT SERVICES, INC.

THIS LEASE AMENDMENT NO. 3 is made and entered the ____ Day of _____, 2018, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation (hereinafter referred to as "Lessor"), and D & D Aircraft Services, Inc., a California corporation located at 918 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 3,000 square foot Hangar and office building including three tie-down positions on the main ramp at the Fresno Chandler Executive Airport, and

WHEREAS, there was the First Amendment (Amendment No. 1) to the Lease Agreement on June 15, 2012; and

WHEREAS, there was the Second Amendment (Amendment No. 2) to the Lease Agreement on May 1, 2015; and

WHEREAS the term of the Agreement expired on April 30, 2018, and

WHEREAS the Parties now desire to extend the Agreement for an additional three years.

AGREEMENT

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 Lease shall be for a period of eleven years, commencing May 1, 2007, hereinafter sometimes referred to as the "Commencement Date", and ending April 30, 2021 (the "Expiration Date").
 - a. 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.
 - 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 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.
 - 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 No. 3, 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. 3 as of the day and year first above written.

City of Fresno
A Municipal Corporation

By: _____
Kevin R. Meikle,
Director of Aviation

Address for Notice:

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

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By: Amanda Freeman
Amanda B. Freeman, Date
Senior Deputy City Attorney 8/11/18

ATTEST:
Yvonne Spence, MMC
City Clerk

By: _____
Deputy

D&D Aircraft Services, Inc.
A California Corporation

By: Chris Dillahunt
Name: Chris Dillahunt
Title: CEO/President
(if corporation or LLC, must be
CEO/President of Board/Vice President
of Board (circle one))

By: _____
Name: _____
Title: _____
(if corporation or LLC, must be
CFO/Treasurer/Secretary (circle
one))

Address for Notice:
D&D Aircraft Services, Inc.
Attn.: Chris Dillahunt

918 W. Chandler Ave.
Fresno, CA 93706
Phone: (559) 268-8516
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