

AMENDMENT TO AIRPORT LEASE AGREEMENT

THIS AMENDMENT is entered into this _____ day of _____, 2025 by and between the City of Visalia, a Municipal Corporation of the State of California (hereinafter referred to as “Lessor”) and AMS Inc, a California Corporation as successor to Darrell Tunnell Co. (hereinafter referred to as “Lessee”).

RECITALS

WHEREAS, this Amendment amends the Airport Lease Agreement executed on July 7, 2002, by and between the Lessor and Darrell Tunnel Co. (hereinafter referred to as the “Lease Agreement”); and

WHEREAS, Lessee is the successor/assignee of Darrell Tunnel Co. and is currently in possession of the Demised Premises identified in the Lease Agreement; and

WHEREAS, Lessee desires to acquire an option to extend the term of the Lease Agreement for four (4) additional five (5) year extensions periods for a total potential extension of an additional twenty (20) years, through June 30, 2052.

NOW, THEREFORE, Lessor and Lessee hereby agree to amend the Lease Agreement as follows:

- 1.** This Recitals are a material part of this Amendment and shall be incorporated herein by this reference.
- 2.** Pursuant to Section 9 of the Lease Agreement, this Amendment shall formally acknowledge the previous assignment of the Lease Agreement from Darrell Tunnel Co. to AMS, Inc. and shall add Byron Vander Weide as an additional LESSEE with AMS, Inc.
- 3.** Section 2.A of the Lease Agreement is hereby amended to add the following clause: “LESSOR and LESSEE shall have the mutual option to extend the term of this Lease for four (4) additional five (5) year extension periods for a total potential lease extension of twenty (20) years through June 30, 2052.”

4. Section 2.B of the Lease Agreement is hereby replaced and otherwise superseded by the following clause: "LESSEE shall provide LESSOR with a written request to extend the term of the Lease pursuant to the requirements of Section 2.A at least Ninety (90) days prior to the end of the current term, and thereafter, at least Ninety (90) days prior to the expiration of each mutually agreed to five (5) year extension period. LESSOR reserves the right to deny any extension request, and approval of any extension request by LESSOR shall not be deemed or otherwise interpreted as an approval of any subsequent extension request.
5. Section 11.A of the Lease Agreement is hereby amended to add the following clause:
"LESSEE is expressly prohibited from materially altering the hangar structure, floor, walls, exterior or adjoining common use areas, or constructing any structure or facility within the hangar, without the expressed written consent of LESSOR. For purposes of this section a material alteration is defined as any alteration requiring the issuance of a permit from the City, or that which significantly alters the appearance, character, or composition of the hangar or of any of its structural components."
6. Except as expressly provided herein all other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

[Signatures of the Parties on Following Page]

LESSOR

BY: _____

Leslie Caviglia, City Manager

APPROVED AS FORM

BY: _____

Risk Management

BY: _____

City Attorney

LESSEE

BY: _____

Darrell Tunnell, AMS, Inc.

BY: _____

Byron Vander Weide