

FIRST AMENDMENT TO LEASE NO. VNA-8795 BETWEEN THE CITY OF LOS ANGELES AND AIR CENTER AVIATION INC. AT VAN NUYS, CALIFORNIA AT VAN NUYS AIRPORT

This FIRST AMENDMENT TO LEASE NO. VNA-8795 ("First Amendment") is made and entered into this ____ day of ____ 2018 ("Effective Date"), by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and AIR CENTER AVIATION, INC. (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, on February 13, 2014, City and Lessee entered into Lease No. VNA-8795 ("Lease") at Van Nuys Airport ("Airport"); and

WHEREAS, City and Lessee, by mutual agreement, desire to amend the Lease, as set forth in this First Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Lessee do hereby mutually agree that the Lease shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Article 1, Section 1.1.2 of the Lease is hereby deleted in its entirety and replaced with the following:

"From July 1, 2016 through the termination of the Lease, the Demised Premises shall consist of approximately 2 acres of Propeller-Only Use Land, 2.33 acres of General Aviation Use Land, a City-owned hangar containing 6,810 square feet, and a City-owned hangar/office building containing 10,443 square feet, located at 16303 Waterman Drive at Van Nuys Airport (hereinafter referred to as "Airport") in Van Nuys, California, as shown and outlined on Airport Engineer's Drawing No. MLE 87114-81 and the Air Center Building Layout attached as Exhibit A [Premises], which is attached hereto and incorporated by reference herein."

Section 2. Article 1, Section 2.1 of the Lease is hereby deleted in its entirety and replaced with the following:

"This Lease shall commence on the Effective Date (hereinafter referred to as the "Commencement Date"), and shall terminate on June 30, 2020, subject however to earlier termination by either party upon thirty (30) days advance written notice, or as otherwise provided by the terms herein."

Section 3. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of the Lease, and except as expressly amended herein, all of the terms, covenants, and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by the Chief Executive Officer and Lessee has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
MICHAEL N. FEUER,
City Attorney

CITY OF LOS ANGELES

Date: _____

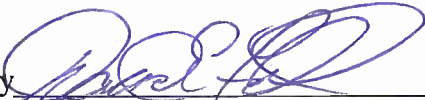
By _____

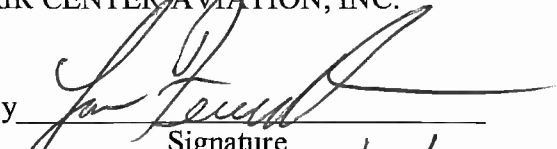
By: _____
Deputy/Assistant City Attorney

Chief Executive Officer
Department of Airports

ATTEST:

AIR CENTER AVIATION, INC.

By 
Signature (Secretary)
David E. Feuerhelm
Print Name

By 
Signature
Larry Feuerhelm
Print Name
V. President
Print Title

[SEAL]