

**AMENDMENT No. 1 TO HELI-FLITE, INC (234 SKYLANE  
DRIVE) AGREEMENT AT THE HOLLISTER MUNICIPAL  
AIRPORT**

This Amendment No. 1 to the lease agreement between Heli-Flite, INC, a California corporation dba Aris Helicopter ("Tenant") and the City of Hollister ("City") dated September 1, 2020, regarding the lease of real property located at the Hollister Municipal Airport, is made and entered into on the 1st day of September 2025 between the City of Hollister and Heli-Flite INC (each a "Party" and collectively, the "Parties").

Recitals

- A. On September 1, 2020, the parties entered into an Agreement by and between the City and Tenant for the lease of real property from City by Tenant. Said real property being a portion of the Hollister Municipal Airport, identified as 234 Skylane Drive, Hollister, CA 95023 (hereinafter "Leased Premises"). Said Agreement is referred to herein as "the Agreement" or "the Lease".
  
- B. Tenant desires to exercise the Lease option to extend the Lease for an additional (2) years.

NOW, THEREFORE, the Parties agree to this first amendment to the Lease as follows:

Amendment No. 1

- 1. Section 1.02 of the Agreement is hereby replaced in its entirety to read as follows:

**"1.02 Term.** The term of this Lease shall be for a period of seven (7) years, commencing on September 1, 2020, and terminating on August 30, 2027. Tenant shall have an option to request renewal for up to an additional three (3) year period terminating July 31, 2032, subject to City approval. Tenant shall notify the City of their intent to request renewal a minimum of ninety (90) days prior to the end of the current Lease term."

- 2. Section 3.01 of the Agreement is hereby replaced in its entirety to read as follows:

**"3.01 Use.** This Lease is made for the purpose of allowing Tenant use of the Leased Premises and for granting Tenant certain exclusive rights and privileges to occupy 234 Skylane Drive, for Tenant's use to store and assemble aircraft parts and equipment. Tenant shall not store any fuel on Leased Premises or anywhere on the Hollister Municipal Airport. Tenant shall not use the Leased Premises, or any part thereof, or permit Leased Premises to be used for any other purpose

without the consent of the City, such consent not to be unreasonably withheld.”

3. Section 15.01 of the Agreement is hereby replaced in its entirety to read as follows:

**“15.01 Sales, Assignments, Transfers, Subleases and Encumbrances.**

Tenant shall not sell, assign, transfer, or encumber this lease, or any whole interest of Tenant in and to the Leased Premises. Teant acknowledges and agrees that this Lease cannot be assigned or transferred for any reason or purpose. Neither will this Lease, nor any interest of Tenant in and to the Leased Premises, be subject to an involuntary sale, assignment or transfer by operations of law in any manner whatsoever. Any such sale, assignment, transfer, or encumbrance, whether voluntary or involuntary, will be void and of no effect and will be a default of this Agreement which entitles the City to terminate this Lease and Tenant’s rights in and to the Leased Premises, in the manner hereinafter provided.

Notwithstanding anything to the contrary set forth in this section 15.01, Tenant shall have the right to sublease a portion of the Leased Premises to a sublessee with written consent of the City, however, any and all such subletting by Tenant shall not release Tenant from any of its obligations under this Lease. Furthermore, Tenant shall provide the City a list of tail numbers for all aircraft that are stored at the Leased Premises on or by December 1 of each year.”

4. All other terms and conditions of the Agreement dated September 1, 2020, shall remain in full force and effect.

CITY OF HOLLISTER,  
a municipal corporation

HELI-FLITE, INC,  
a California corporation

By: \_\_\_\_\_  
Jim Pia, Interim City Manager

By: \_\_\_\_\_  
Scott Donley, President

ATTEST:

\_\_\_\_\_  
Jennifer Woodworth, MMC, City Clerk

\* Note: Signatures must be notarized.