

**FIRST AMENDMENT
TO HOLLISTER MUNICIPAL AIRPORT GROUND LEASE AGREEMENT
WITH ZEE.AERO, INC.**

This First Amendment to the Hollister Municipal Airport Ground Lease Agreement is made and entered into this ___ day of _____ 2025, by and between the City of Hollister, California, a municipal corporation (“City”), and Wisk Aero LLC, formerly Zee.Aero, Inc. (“Tenant”).

WHEREAS the City and Tenant have previously entered into an agreement dated August 5, 2016, for the lease of an undeveloped portion of the Hollister Municipal Airport (“Airport”) real property (“Leased Premises”) for the construction of a fourteen thousand (14,000) square foot building comprising an airport hangar and offices, associated aircraft ramp, and an adjacent on-site automobile parking area (“Lease”);

WHEREAS Section 17.20 of the Lease permits the City and Tenant to amend, alter, or modify, by writing, the Lease; and

WHEREAS, pursuant to Section 17.20 of the Lease, the City and Tenant desire to amend said Lease to extend its term, and lease additional Airport property, surrounding the Leased Premises (“Additional Ground Lease Area”), to the Tenant for construction of a parking lot and future improvements, as more particularly described herein.

NOW, THEREFORE, the City and Tenant, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. This First Amendment is added to the Lease.
2. Recital B – Recital B of the Lease is hereby deleted in its entirety and replaced with the following:

“B. In 2016, Tenant desires to lease an undeveloped portion of the Airport real property for the construction of a fourteen thousand (14,000) square foot building comprising an airport hangar and offices (the “Hangar”), associated aircraft ramp, and an adjacent on-site automobile parking area (the “Parking Area”). Additionally in 2025, Tenant desires to lease additional ground lease area surrounding the hangar, offices, ramp and parking area, which will include an expanded parking lot and reservation of area for future improvements. Collectively, the hangar, offices, ramp, parking area and additional area as further defined below shall be referred to hereinafter as the “Improvements.”

3. Section 1.01, “Leased Premises” – Section 1.01 of the Lease is hereby deleted in its entirety and replaced with the following:

“1.01 Leased Premises. City hereby leases to Tenant, and Tenant hereby leases from City for the duration of the Term, all of that certain real property being a portion of the Hollister Municipal Airport, identified and shown on Exhibit “A” (the “2016 Leased Premises”) and Exhibit “A-1” (the “2025 Additional Ground Lease Area”) (collectively referred to as the “Leased Premises”), which are attached hereto and

made a part hereof, subject to any utility or other easements on, over, across or under the Leased Premises that are reserved by City. The Leased Premises will be solely comprised of the Improvements, which Tenant will construct in accordance with Exhibit "B" (Work Letter), together with all appurtenances and access rights thereto subject to the terms of this Lease. Upon receipt of the certificate of occupancy of the Improvements, the term "Leased Premises" shall thereafter include the Improvements constructed on the areas described in Exhibits "A" and "A-1" and all appurtenances and access rights thereto.

4. Additional Exhibit – Exhibit "A-1" (2025 Additional Ground Lease Area), attached hereto and incorporated herein by reference, is hereby added to the Lease and made a part thereof.
5. Section 2.02, "Rent" – Section 2.02 of the Lease is hereby deleted in its entirety and replaced with the following:

"2.02 Rent. For the 2016 Leased Premises, Tenant shall commence paying monthly rent for the Leased Premises as stated in this Lease. Tenant agrees to diligently pursue the necessary entitlements from the City of Hollister to construct the Improvements. Commencing with the later to occur of: (a) the date that Tenant receives a building permit to construct the 2016 Leased Premises, or (b) the Execution Date, Tenant shall pay monthly rental in an amount calculated by multiplying the square footage of the Hangar, as described in the building permit application (submitted to City building department with jurisdiction for building permits), by Twenty One Cents (\$0.21) (the "Initial Rent Amount"). The Initial Rent Amount shall be paid until receipt of a final Certificate of Occupancy for the Improvements from City, but for a maximum of twenty-four (24) months. Upon the date of such occupancy receipt or upon the end of twenty four months (whichever occurs first), the monthly rent shall be increased to a monthly rental amount to be calculated by multiplying the actual square footage of the Hangar, and parking area by Twenty One Cents (\$0.21) and the ramp area actual square footage by Five Cents (\$0.05), which rent Tenant shall continue to pay throughout the Term subject to adjustment as provided in Section 2.03 hereafter.

For the 2025 Additional Ground Lease Area, Tenant shall pay a monthly amount to be calculated by multiplying the square footage located in the 2025 Additional Ground Lease Area by Five Cents (\$0.05), which rent Tenant shall continue to pay throughout the Term subject to adjustment as provided in Section 2.03 hereafter. The rent for the 2025 Additional Ground Lease Area reserved open space is subject to change based upon Tenant's future use of such space, which shall be memorialized in a mutually executed lease amendment and which is subject to an increased rate of Twenty Three Cents (\$0.23) per square footage upon completion of the improvements. If a governmental authority, other than the City, objects to the Improvements, the Tenant and City agree to meet in good faith within thirty (30) days after notice of the objection to pursue options to implement this Lease and where no options are available to construct the Improvements then this Lease shall be void and of no further force and effect.

For the 2016 Leased Premises, the rent has been adjusted annually from the original 2016 baseline based on the Consumer Price Index (“CPI”) and shall continue to be adjusted annually as provided in Section 2.03 hereafter. For the 2025 Additional Ground Lease Area, the rent shall be adjusted annually beginning in 2026 based on changes in the CPI as provided in Section 2.03 hereafter.

The monthly rent to be paid by the Tenant shall be comprised of the 2016 Leased Premises rent plus the 2025 Additional Ground Lease Area rent.

The monthly rent shall be paid on the first of each month by cash or check without deduction or offset. In the event that any installment of rent is not received by the City by the fifth day of the month, Lessee shall pay to the City, without deduction or offset, liquidated damages as provided in Section 2.04 herein.”

6. The second paragraph of section 8.03 (“Environmental Impairment”) shall be revised as follows:

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Leased Premises due to Tenant’s use and occupancy thereof, Tenant, at Tenant’s sole cost and expense, shall clean all property affected thereby to the satisfaction of City and any governmental body having jurisdiction there over.

7. Article 13 of the Ground Lease is hereby deleted in its entirety and replaced with the following:

13.01 Insurance to be Provided by Tenant. Tenant agrees to obtain and maintain in effect, at its own cost and expense, the following insurance coverage, which insurance shall provide primary coverage for the Improvements and the obligations of Tenant described in this Lease during the Term of this Lease and any extension thereof.

a) Comprehensive or commercial general liability insurance, obtained from one or more insurance companies licensed to do business in the State of California having a financial rating in Best’s Insurance Guide of at least A VII, protecting the City and the City’s council, commissions, boards, employees, volunteers and agents against any and all liability arising by reason of Tenant’s conduct relating to the use of the Leased Premises or resulting from any accident occurring on or about the roads, driveways or other public places, used by Tenant at the Airport, in an amount not less than One Million Dollars (\$1,000,000.00) each occurrence (i.e., nonaggregate program) for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, sudden and accidental pollution if available, personal injury, products and completed operations. Such insurance coverage shall name the City, including its council, boards, commissions, and members thereof, its officers, employees, volunteers and agents, as an additional insured, except to the extent arising out of the additional insureds’ negligence and to the extent of the Tenant’s indemnification obligations herein, and shall be primary

and noncontributing with respect to any other insurance available to the City. The insurance policy shall also include a severability of interest (cross liability) clause, that is, it shall act as though a separate policy were written for each insured and additional insured named in the policy. The City must be afforded at least thirty (30) days' prior written notice of cancellation or material change in coverage.

b) A policy or policies of insurance against loss of or damage to or upon the Lease Premises, as well as Tenant's furnishings, fixtures, inventory, personal property and equipment.

c) Liability coverage, if applicable, protecting the City and the City's council, commissions, boards, employees, volunteers and agents against any and all liability covered thereby, except to the extent arising out of the additional insureds' negligence.

13.02 Approval of Insurance Coverage.

Upon execution of this Lease, a certificate of insurance issued by the respective insurance company or companies certifying that such insurance policies are in full force and effect and that all liabilities arising out of or relating in any way to Tenant's possession and use of the Leased Premises are covered by such insurance policy or policies shall be provided. Notwithstanding any provisions to the contrary contained herein, Tenant is not entitled to take or remain in possession of the Leased Premises until such certificates of insurance are filed with and approved by the City Manager.

13.03 Review of Insurance Coverage. City is entitled at any time during the term of this Lease to review the type, form and coverage limits of the insurance requirements. If in the opinion of the City, the insurance provisions of this Lease are not sufficient to provide adequate protection for the City and the members of the public using the Airport, the City may require Tenant to maintain insurance sufficient to provide such adequate protection. Insurance requirements shall be applied uniformly to all Tenants engaged in similar-type operations at the Airport, and such requirements shall be consistent with industry standards. City shall notify Tenant in writing of any reasonable changes in the insurance provisions necessary to provide adequate protection. If Tenant does not deposit acceptable certificates evidencing valid insurance policies that incorporate such changes within sixty (60) days of receipt of such notice, Tenant will be in default of this Lease. Notwithstanding the foregoing or any contrary provision elsewhere in this Lease, (i) the Tenant shall not be required to insure against loss due to earthquake, earth movement, subsidence or rising sea level, and (ii) to the extent any modified insurance coverage requirements the City seeks to impose under this Lease may not be imposed on any of Tenant's sublessee(s) under any unexpired sublease(s), the Tenant's duty to comply with such modified insurance coverage requirements shall be suspended until such time as the then sublessee(s) may be required by the Tenant to comply with such modified insurance coverage requirements by virtue of the renegotiation of the applicable sublease(s). The procuring of any insurance policies required under this Article 13 will not be construed to be a limitation upon Tenant's liability nor as a full performance of its part of the indemnification provisions of this Lease; Tenant's obligation being,

notwithstanding said policy or policies of insurance, the full and total amount of any damage, injury or loss caused by Tenant's negligence or neglect connected with the Tenant's operation under this Lease.

13.04 Hold Harmless Agreement. It is an express condition of this Lease that except as otherwise provided in this Lease, the City shall be free from any and all liabilities and claims for damages or suits for or by reason of any death(s) or injuries to any person or persons or damages to property of any kind whatsoever, including the Leased Premises, whether the person or property of Tenant, its agents or employees, or third persons, (a) from any cause or causes whatsoever while in or upon the Leased Premises or any part thereof during the Term of this Lease except as to injury or damage caused by City, its officers, employees, or agents; or (b) occasioned by any occupancy, maintenance, repair, improvement, or use of said property or any activity carried on by Tenant in connection therewith; and Tenant hereby covenants and agrees to indemnify and to save harmless the City from all liabilities, charges, expenses, attorney fees, and costs on account of or by reason of any such death(s), injuries, liabilities, claims, suits or losses, however occurring, or damages growing out of the same except as provided herein, except to the extent arising out of the City's negligence. The City shall immediately notify Tenant to resist and defend by retaining counsel at Tenant's sole cost and expense, any action brought against the City subject to the provisions of this Section 13.04. The obligations of Tenant and City under this Section 13.04 shall survive the termination or expiration of this Lease. Claims by Tenant against the city for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.

It is an express condition of this Lease that City shall indemnify Tenant for any and all liabilities and claims for damages or suits for or by reason of any death(s) or injuries to any person or persons or damages to property of any kind whatsoever, including the Lease Premises and the Airport, whether caused by the City, its officers, contractors, employees or agents.

13.05 Mutual Waiver of Claims and Waiver of Subrogation. The City and Tenant do each herewith and hereby release and relieve the other, and waive the entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning or any other perils normally included in an "all risk" property insurance policy when such property constitutes the Premises or the Building or is in, on or about the Premises, Building or land on which the Building is situated, whether or not such loss or damage is due to the negligence of City or Tenant or their respective agents, employees, guests, licensees, invitees or contractors. Each of City and Tenant shall cause its insurance carriers to waive all rights of subrogation against the other party hereto to the extent of City or Tenant's undertaking in this clause.

8. Section 16.06 is hereby deleted as redundant of section 8.03.1.
9. Notices. Section 17.18 is hereby deleted in its entirety and replaced with the following:

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by nationally recognized overnight courier service with all charges for next business day delivery prepaid, and shall be effective upon receipt at the appropriate address.

If to City:

City of Hollister
375 Fifth Street
Hollister, CA 95023
Attn: City Manager

City's Point of Contact Attn: Jeff Crechriou
Airport Director
Phone: 831-902-7433
Email: jeff.crechriou@hollister.ca.gov

With a copy to: City of Hollister
60 Airport Drive
Hollister, CA 95023
Attn: Airport Director

If to Tenant: Wisk Aero LLC
2700 Broderick Way
Mountain View, CA 94043
Attn: Niraj Nath

With a copy to: The Boeing Company
Attn: Global Real Estate
Global Real Estate, MC S221-1400
6200 James S. McDonnell Blvd
Bulk Mail 101 Dock
Berkeley, MO 63134

The Boeing Company
c/o MBG Consulting Inc.
980 North Michigan Avenue, Suite 1000
Chicago, IL 60611-4521

Tenant's Point of Contact: Attn: Niraj Nath
Phone: +1 (650) 449-6575
Email: niraj.nath@wisk.aero

- 10. Miscellaneous.
 - a. Continuing Validity. Except as herein modified, all other terms, covenants and conditions of the Lease shall remain in full force and effect and are hereby ratified

and confirmed. In the event of a conflict between the terms of the Lease and this Amendment, the language of this Amendment shall control.

- b. Authority. Each party represents and warrants that it has the full authority to enter into this Amendment, and that no third-party consents of any kind are required in connection with this Amendment.
- c. Binding Effect. The terms of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns.
- d. Counterparts; Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties hereto are intended to authenticate this writing and to have the same force and effect as manual signature.

[Remainder of page is blank; signatures follow]

IN WITNESS WHEREOF, the City and Tenant have caused this First Amendment to the Lease to be executed on the date first above written.

CITY OF HOLLISTER

Wisk Aero LLC

BY: _____
Jim Pia, Interim City Manager

BY: _____
Tyler Painter, CFO

ATTEST:

APPROVED AS TO FORM:

Jennifer Woodworth, MMC, City Clerk

BY: _____
Jennifer Thompson, City Attorney

Exhibit A-1
2025 Additional Ground Lease Area

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EXHIBIT "A-1"

Legal Description

Lease Parcel

Hollister Municipal Airport

Real property in the City of Hollister, County of San Benito, State of California, described as follows:

Being a portion of the lands shown on that certain Record of Survey, filed for record on September 23, 1992 in Book 11 of Maps, at Pages 37, Official Records of San Benito County, more particularly described as follows:

BEGINNING at a found 5/8" rebar with 1-1/2" aluminum cap stamped "LS7733", said monument being at the intersection of those certain courses shown as " S18°02'22"E 577.90' " and " S71°57'38"W 496.26' " as said monument and courses are shown on that certain Cal Fire Lease Area, recorded on _____, ___as Document No. _____, Official Records of said County;

Thence leaving said monument, along the westerly line of said Lease Area (Doc. _____), South 18°02'22" East, 500.32 feet to a set 3/4" iron pipe with plastic plug and tack stamped "LS9781";

Thence leaving said westerly line, the following eight (8) courses:

1. South 20°08'26" West, 149.98 feet to a set 3/4" iron pipe with plastic plug and tack stamped "LS9781";
2. North 69°51'25" West, 173.95 feet to a set 3/4" iron pipe with plastic plug and tack stamped "LS9781";
3. North 65°09'51" West, 105.84 feet to a set 3/4" iron pipe with plastic plug and tack stamped "LS9781";
4. North 18°03'10" West, 147.98 feet to a set 3/4" iron pipe with plastic plug and tack stamped "LS9781";
5. North 72°00'44" East, 174.44 feet to a set 3/4" iron pipe with plastic plug and tack stamped "LS9781";
6. North 18°08'19" West, 330.29 feet to a set 3/4" iron pipe with plastic plug and tack stamped "LS9781";
7. North 71°57'38" East, 133.17 feet to a set 3/4" iron pipe with plastic plug and tack stamped "LS9781";
8. South 18°02'22" East, 39.44 feet to the **POINT OF BEGINNING**.

Containing an area of 2.765 acres, more or less.

As shown on plat attached hereto and made a part hereof as EXHIBIT "B".

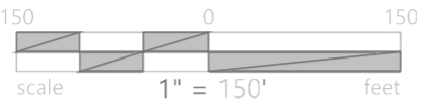
This legal description was prepared by me, or under my direct supervision, in conformance with the requirements of the Professional Land Surveyors' Act.

PRELIMINARY - FOR REVIEW

Christopher Cassera
P.L.S. No. 9781

Date _____





CITY OF HOLLISTER
MUNICIPAL AIRPORT
BOOK 11 OF MAPS,
AT PAGE 37

CAL FIRE
LEASE AREA
DOC. _____

LEASE PARCEL

2.765 ACRES±

N71°57'38"E
133.17'
39.44' POINT OF BEGINNING
S71°57'38"W
496.26'

N18°08'19"W
330.29'

N72°00'44"E
174.44'

N18°03'10"W
147.98'

105.84'
N65°09'51"W

173.95'
N69°51'25"W

S20°08'26"W
149.98'

S18°02'22"E
500.32'
577.90'

77.58'

CITY OF HOLLISTER
MUNICIPAL AIRPORT BOUNDARY

LOT 29

LOT 30

MAP OF AIRPARK BUSINESS
CENTER SUBDIVISION
BOOK 13 OF MAPS,
AT PAGE 28

LOT 31

RANCHO BOLSA DE SAN FELIPE
RANCHO SAN JUSTO

LOT 32

AIRWAY DRIVE

AEROSTAR DRIVE

LEGEND

- LEASE PARCEL
- CAL FIRE LEASE PARCEL
- LOT LINE
- SET 3/4" IRON PIPE WITH PLASTIC PLUG AND TACK, STAMPED "LS 9781"
- FOUND 5/8" REBAR WITH 1-1/2" ALUMINUM CAP MARKED "LS 7733"



EXHIBIT "B"

PLAT TO ACCOMPANY
LEGAL DESCRIPTION



BKF ENGINEERS
1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
(408) 467-9100
www.bkf.com

Subject LEASE PARCEL
HOLLISTER MUNICIPAL AIRPORT, HOLLISTER, CA.
Job No. 250034
By HP Date 10-21-2025 Chkd. CC
SHEET 1 OF 1

Mathematical Calculations

Lease Parcel Area
Hollister Municipal Airport
Hollister, Ca.

October 21, 2025
BKF No. 20250034

Parcel Name: Lease Parcel Area

	North: 11,335.1832'	East: 5,408.0567'
Line	Course: S18° 02' 22"E	Length: 539.76'
	North: 10,821.9559'	East: 5,575.2051'
Line	Course: S20° 08' 26"W	Length: 149.98'
	North: 10,681.1471'	East: 5,523.5633'
Line	Course: N69° 51' 25"W	Length: 173.95'
	North: 10,741.0494'	East: 5,360.2528'
Line	Course: N65° 09' 51"W	Length: 105.84'
	North: 10,785.5043'	East: 5,264.2014'
Line	Course: N18° 03' 10"W	Length: 147.98'
	North: 10,926.1995'	East: 5,218.3434'
Line	Course: N72° 00' 44"E	Length: 174.44'
	North: 10,980.0690'	East: 5,384.2572'
Line	Course: N18° 08' 19"W	Length: 330.29'
	North: 11,293.9456'	East: 5,281.4323'
Line	Course: N71° 57' 38"E	Length: 133.17'
	North: 11,335.1846'	East: 5,408.0561'

Perimeter: 1,755.41'	Area: 120,461.06 Sq Ft 2.765 Ac.
Error Closure: 0.00'	Course: N23° 11' 55"W
Error North: 0.0014'	East: -0.0006'
Precision 1: 1,152,483.13'	