

## FIRST AMENDMENT

Commercial Aviation Site Lease, as assigned  
(Segment VI-Plot G (Revised))

THIS FIRST AMENDMENT TO LEASE (hereinafter referred to as “this First Amendment”) made an entered into as of this \_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Hayward, a municipal corporation located in the County of Alameda, State of California (hereinafter “Lessor” or the “City”) and GBHWD, LLC, a California Limited Liability Company (hereinafter “Lessee”), the address of which is 20193 Skywest Drive, Hayward, California 94541, successor in interest to Briggs Resources, Inc., a California corporation (hereinafter “BRI”). Lessor and Lessee (hereinafter sometimes referred to collectively as the “Parties”) agree as follows:

### RECITALS

WHEREAS, Lessor and BRI entered into that certain agreement and lease dated April 30, 2018 and effective April 30, 2018 (hereinafter referred to as the “Original Lease”), entitled “Commercial Aviation Ground Lease.”

WHEREAS, the interests of BRI under the Original Lease were, with Lessor’s consent, assigned by BRI to Lessee in accordance with the Assignment, Assumption and Consent Agreement by and among Lessor, BRI and Lessee, made as of \_\_\_\_\_, 2019; and

WHEREAS, the Parties desire to further amend the Original Lease in certain respects as set forth herein.

### AMENDED TERMS

NOW, THEREFORE, in consideration of the covenants, conditions, and terms hereinafter set forth, Lessor and Lessee do hereby agree that the Original Lease, the purpose of which was and is to provide aviation related services and activities on the designated leasehold, is hereby further amended in the following particulars only, to wit:

1. Effective Date of First Amendment and Continued Effect of Provisions of Amended Lease.

This First Amendment shall be effective on the \_\_\_ day of \_\_\_\_\_, 2019. All provisions of the Original Lease shall remain in full force and effect unless expressly modified herein.

2. Leased Premises Not Encumbered by Storm Drainage Easement.

Paragraph 6 of the Lease Parcel Description provided in Exhibit “A” of the Original Lease is deleted therefrom and the Parties acknowledge that the Leased Premises under the Lease are not encumbered by any storm drainage easement. This provision shall not be interpreted to eliminate any other utility easements identified in Exhibit “A” of the Original Lease. The changes to Exhibit “A” as described in this paragraph are identified in Exhibit AA attached to and made part of the First Amendment and the Lease.

The identification of the 15’ storm drainage easement as shown and labeled in Exhibit “B” of the Original Lease is removed therefrom and the Parties acknowledge that the Leased Premises under the Lease are not encumbered by any storm drainage easement. This provision shall not be

interpreted to eliminate any other utility easements identified in Exhibit "B" of the Original Lease. The changes to Exhibit "B" as described in this paragraph are identified in Exhibit BB attached to and made part of the First Amendment and the Lease.

3. Notices.

Section 13.08 of the Original Lease is amended to read as follows:

"Any notice, request, offer, approval, consent or other communication required or permitted to be given by or on behalf of either Party to the other shall be given or communicated in writing by personal delivery, reputable overnight courier service which keeps receipts of deliveries (i.e., Federal Express), or United States certified mail (return receipt requested with postage fully prepaid) or express mail service addressed to the other Party as follows:

If to Lessee: GBHWD, LLC  
20193 Skywest Drive  
Hayward, CA 94541  
Attention: Scott Briggs

If to Lessor: Hayward Executive Airport  
20301 Skywest Drive  
Hayward, CA 94541-4699  
Attention: Airport Manager

Copy to: City of Hayward  
777 "B" Street, 4th Floor  
Hayward, CA 94541-5007  
Attention: City Manager

or at such other address as may be specified from time to time in writing by either party. All such notices hereunder shall be deemed to have been given on the date personally delivered or the date marked on the return receipt, unless delivery is refused or cannot be made, in which case the date of postmark shall be deemed the date notice has been given."

4. Integration.

This First Amendment contains the entire agreement of the Parties, and all negotiations and agreements between the Parties, or their respective agents, are hereby declared to be incorporated into this First Amendment. The Original Lease and this First Amendment constitute the Parties' entire understanding and agreement, integrates all terms and conditions relevant to the subject matter of the Lease, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of such subject matter. The Lease may only be altered in writing, signed by both Parties.

5. Headings and Capitalized Terms.

The headings or captions in the First Amendment are for convenience only and do not in any way limit, amplify or otherwise affect any term or provision of this First Amendment. Any capitalized

term used but not defined in this First Amendment and defined in the Original Lease has the meaning ascribed to it in the Original Lease.

6. No Third-Party Rights.

The parties do not intend to create rights in, or to grants remedies to, any third party as a beneficiary of this Frist Amended Lease. Nor do the parties intend to create any duty, covenant, obligation, or undertaking for any third party by entering into this Agreement.

**[remainder of page intentionally left blank]**



**EXHIBIT AA**  
**LEASE PARCEL DESCRIPTION**  
**LEASE PLOT "G" (Revised-2010 and Modified-2018)**  
**HAYWARD AIR TERMINAL**

The bearings and coordinates used in the following description are based on the California Coordinate System Zone 3. Distances and areas are ground level. Multiply by 0.99993 to obtain grid distance.

Commencing at the Alameda County Monument designated "HESPRUSS" marking the intersection of the center line of County Road No. 90, known as Hesperian Boulevard, 66.00 feet in width, with the center line of County Road No. 1009, known as West Winton Avenue, Coordinates Y (North) 423,854.02 feet and X (East) 1,534,153.15 feet; run thence along said County Road center line of Hesperian Boulevard N 25°08'10" W 52.910 feet to the intersection thereof with the direct production southeasterly of the center line of the main northwest-southeast Runway 10R-28L on the Hayward Air Terminal; thence along said runway center line N 59°08'46" W 1,491.389 feet to a brass pin marking the intersection thereof with the center line of the main taxiway at the threshold of Runway 28L; thence along said taxiway center line the four following courses: N 30°41'30" E 525.514 feet, N 59°10'40" W 698.143 feet, N 26°12'19" W 587.211 feet, and N 59°08'29" W 703.189 feet; thence leaving said taxiway center line N 30°51'31" E 378.179 feet to the most easterly corner of Lease Plot "H", said point being the actual POINT OF BEGINNING of the parcel of land to be described, Coordinates Y (North) 426,688.375 feet and X (East) 1,531,850.234 feet.

Thence running along the eastern side of Lease Plot "H" N 26°12'19" W 298.616 feet to a corner, thence continuing along the eastern side of Lease Plot "H" N 19°33'00" E 219.167 feet to the southwesterly right of way line of Skywest Drive, 68 feet in width; thence along said right of way line S 70°27'10" E 243.491 feet; thence continuing along said right of way line, along a curve to the right, having a radius of 466.000 feet, a curve length of 233.408 feet, and a central angle of 28°41'53" to the most northerly corner of Lease Plot "F"; thence leaving said southwesterly right of way of Skywest Drive S 63°47'41" W 94.830 feet to the most westerly corner of Lease Plot "F"; thence leaving Lease Plot "F" along a non-radial line S 46°48'06" W 59.934 feet; thence S 63°47'41" W 150.000 feet; thence S 40°48'01" W 151.962 feet to the actual POINT OF BEGINNING.

The parcel of land described above contains an area of 2.7355 acres (119,159 square feet).

Reserving unto the City of Hayward an easement and right of way to be granted to Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company as follows: Easement and right of way to install, construct, maintain, replace, remove, renew, enlarge, operate and use underground lines of pipe, conduits, cables, wires and other convenient equipment and fixtures for the operation of communication lines, electrical transmission and distribution lines and natural gas lines, together with the right of ingress and egress thereto and therefrom, in, on and across that certain strip of land 10 feet in width lying southwesterly of and contiguous to the southwesterly right of way of Skywest Drive.

**End of Description**

