

**First Amendment to Truckee Tahoe Airport District  
Commercial Non-Aeronautical Lease Agreement  
DesignBar Home Furnishings**

THIS FIRST AMENDMENT TO COMMERCIAL NON-AERONAUTICAL LEASE AGREEMENT (“First Amendment”) is made and entered into this XX (Day month year) by and between the TRUCKEE TAHOE AIRPORT DISTRICT, a special district of the State of California (“Lessor”) and DESIGNBAR GROUP INC., a California corporation (“Lessee”). Lessor and Lessee are referred herein individually as a “Party” or collectively as they “Parties.”

1. Background. Lessor and Lessee entered into that certain Truckee Tahoe Airport District Commercial Non-Aeronautical Lease Agreement dated August 24, 2020, pursuant to which Lessee is currently leasing a total of approximately four thousand square feet of space in the Warehouse Building.
2. Change in Approved Use. Section 3.2 covers permitted uses and activities. This First Amendment amends the current provision to permit a subsidiary of U-Haul as an approved use with a limited number of vehicle parking spaces (Exhibit B) to accommodate U-Haul branded trucks. DesignBar Group Inc. will remain the Lessee and responsible party and continue long-term storage within the Warehouse space. These uses shall be permitted in addition to those set forth in the Agreement.
3. Integration of First Amendment and the Lease. This First Amendment and the Lease shall for all purposes be deemed to be one instrument. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provision of the Lease the terms of this First Amendment shall control and prevail. Except as expressly defined herein, all terms which are defined in the Lease shall have the same meaning in this First Amendment.
4. Effect of Amendment. Except as expressly modified or amended by this First Amendment, the lease and all terms, covenants, and conditions contained therein shall remain unchanged and in full force and effect.
5. Entire Agreement. This First Amendment and the Lease, including all previous written amendments and extensions thereto, represent the final and entire agreement between Lessor and Lessee regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent, or contemporaneous oral communications or agreements of the Parties.

6. Modification. No amendment or modification to the Lease, as amended, shall be valid and binding unless in writing and executed by both Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year last set forth below.

<b>LESSOR</b>	<b>LESSEE</b>
TRUCKEE TAHOE AIRPORT DISTRICT, a California Special Airport District  By: _____  Name: _____  Its: _____  Dated: _____	DESIGNBAR GROUP INC., a California corporation  By: _____  Name: _____  Its: _____  Dated: _____
APPROVED AS TO FORM:  BEST BEST & KRIEGER, LLP  By: _____  Truckee Tahoe Airport District Counsel	

**Exhibit B**



**Warehouse Space B  
DesignBar Home Furnishings**

**DesignBar  
Designated  
Parking**

**No Parking  
Trash Area**

**DesignBar  
Designated  
Parking**