

**FIRST AMENDMENT TO
AIRPORT FACILITY REDEVELOPMENT LEASE AGREEMENT
FOR COMMERCIAL USE**

(2049 Airport Drive)

This First Amendment to Airport Facility Redevelopment Lease Agreement for Commercial Use (this "**Amendment**") is entered into as of the last date of execution by all parties below (the "**Amendment Effective Date**"), by and between: **City of San Marcos, Texas**, a municipal corporation ("**Lessor**"); and **Sykes-Vaughan Investments, LLC**, a Texas limited liability company, as successor-by-assignment to US Aviation Group, LLC ("**Lessee**").

RECITALS

- A.** Lessor and US Aviation Group, LLC entered into that certain Airport Facility Redevelopment Lease Agreement for Commercial Use dated January 17, 2023 (the "**Lease**"), for approximately 65,340 square feet located at 2049 Airport Drive, San Marcos, Texas, at the San Marcos Regional Airport.
- B.** The Lease was assigned by US Aviation Group, LLC to Sykes-Vaughan Investments, LLC with the consent of Lessor, effective August 8, 2024, pursuant to a permitted transfer under Section 14.03(a)(ii) of the Lease.
- C.** Lessee constructed a training school/classroom building on the Leased Premises at 2049 Airport Drive that encroaches onto the adjacent property leased by 2080 Airport Drive, LLC at 2080 Airport Drive (the "**Encroachment**").
- D.** The parties to the Encroachment dispute have entered into that certain Settlement Agreement of even date herewith (the "**Settlement Agreement**") to resolve the Encroachment.
- E.** A survey was prepared by Ash & Associates (Shawn T. Ash, RPLS #5687) dated February 2, 2026 (the "**Survey**"), depicting the revised boundaries of the Leased Premises.
- F.** Lessor and Lessee desire to amend the Lease to revise the description and depiction of the Leased Premises to reflect the expanded lease area per the Survey.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

AGREEMENT

- 1. Amendment of Leased Premises.** The description of the "Leased Premises" (or such equivalent defined term as used in the Lease) is hereby amended to reflect the expanded

lease area as depicted on the Survey (identified therein as Tract 1), being approximately 68,780 square feet (1.579 acres).

2. **Replacement of Exhibit A.** Exhibit A to the Lease (Location of Hangar and Parking Facilities) is hereby deleted in its entirety and replaced with the new Exhibit A attached to this Amendment, which depicts the revised Leased Premises (Tract 1) as shown on the Survey.
3. **Rent Adjustment.** Effective as of the Amendment Effective Date, the rent payable under the Lease shall be adjusted to reflect the revised square footage of the Leased Premises (68,780 square feet), calculated using the same per-square-foot rate as set forth in the Lease.
4. **Acknowledgment of Encroachment Resolution.** Lessee acknowledges that the classroom building previously encroaching on the adjacent property leased by 2080 Airport Drive, LLC is now located entirely within the amended Leased Premises as depicted on the Survey. The boundary realignment effected by this Amendment resolves the Encroachment as contemplated by the Settlement Agreement.
5. **Ratification.** Except as expressly modified by this Amendment, all terms, conditions, covenants, and provisions of the Lease shall remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.
6. **Successors and Assigns.** This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution and delivery by facsimile, electronic mail (including PDF), or other electronic transmission shall be deemed valid execution and delivery.
8. **Governing Law; Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue for any dispute arising under this Amendment shall be in the state or federal courts located in Hays County, Texas.
9. **Entire Agreement.** This Amendment, together with the Lease, constitutes the entire agreement between the parties with respect to the amendment of the Leased Premises description and supersedes all prior negotiations, representations, and agreements relating thereto.
10. **Review by Counsel.** Each party acknowledges that it and its counsel have fully reviewed and approved this Amendment. The normal rule of construction that any ambiguity is to be

construed against the drafting party shall not apply. Each party is deemed to have contributed equally to the drafting of this Amendment. Each party has had adequate time to review and consult with counsel.

- 11. Headings.** The headings in this Amendment are for convenience of reference only and shall not affect its interpretation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Airport Facility Redevelopment Lease Agreement for Commercial Use as of the dates set forth below.

LESSOR: CITY OF SAN MARCOS, TEXAS, a municipal corporation

By: _____
Name:
Title:
Date: _____

**LESSEE: SYKES-VAUGHAN INVESTMENTS, LLC, a Texas limited liability company,
as successor-by-assignment to US Aviation Group, LLC**

By: _____
Name:
Title:
Date: _____

EXHIBIT A

Location of Hangar and Parking Facilities - Revised Leased Premises
(Tract 1 per Survey by Ash & Associates dated February 2, 2026)

[Survey to be attached]