

**FIRST AMENDMENT TO  
COMMERCIAL AVIATION GROUND LEASE AGREEMENT**

(2080 Airport Drive)

This First Amendment to Commercial Aviation Ground Lease Agreement (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 **2080 Airport Drive, LLC**, a Texas limited liability company ("**Lessee**").

**RECITALS**

- A.** Lessor and Lessee entered into that certain Commercial Aviation Ground Lease Agreement dated May 2, 2024 (the "**Lease**"), for approximately 115,129 square feet (2.643 acres) located at 2080 Airport Drive, San Marcos, Texas, at the San Marcos Regional Airport.
- B.** Sykes-Vaughan Investments, LLC, as successor-by-assignment to US Aviation Group, LLC, constructed a classroom building on its adjacent leased premises that encroaches onto the Leased Premises under the Lease (the "**Encroachment**").
- C.** The parties to the Encroachment dispute have entered into that certain Settlement Agreement of even date herewith (the "**Settlement Agreement**") to resolve the Encroachment.
- D.** 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.
- E.** Lessor and Lessee desire to amend the Lease to revise the description and depiction of the Leased Premises to conform to 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 from approximately 115,129 square feet (2.643 acres) to approximately 113,343 square feet (2.602 acres), as more particularly described and depicted on the Survey (identified therein as Tract 2).

2. **Replacement of Exhibit A.** Exhibit A to the Lease (Description and Depiction of Leased Premises) is hereby deleted in its entirety and replaced with the new Exhibit A attached to this Amendment, which depicts the revised Leased Premises (Tract 2) 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 (113,343 square feet), calculated using the same per-square-foot rate as set forth in the Lease.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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 Commercial Aviation Ground Lease Agreement as of the dates set forth below.

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

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**LESSEE: 2080 AIRPORT DRIVE, LLC, a Texas limited liability company**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**EXHIBIT A**

Description and Depiction of Revised Leased Premises  
(Tract 2 per Survey by Ash & Associates dated February 2, 2026)

[Survey to be attached]