

**SECOND AMENDMENT TO LEASE AGREEMENT
620 AIRPORT DRIVE, SAN CARLOS
Lease Agreement No. 5223**

This Second Amendment To Lease Agreement ("Second Amendment"), dated for reference purposes only this ____ day of _____, 2003, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Landlord"), and GOLDEN GATE HELICOPTERS, LLC, dba DIAMOND AVIATION ("Tenant"), who mutually agree as follows:

WHEREAS, on November 21, 1995, the parties entered into a Lease Agreement for the use of certain real property owned by Landlord at 620 Airport Drive, San Carlos, County of San Mateo, California for the exclusive purpose of operating flight training, aircraft leasing and sales, aircraft maintenance and related activities (the "Lease"); which agreement was amended on March 31, 2000 and

WHEREAS, Landlord and Tenant are also parties to a Concession Agreement dated March 21, 2000 ("Concession Agreement") in which Tenant is identified as Golden Gate Helicopters, LLC dba Diamond Aviation, and

WHEREAS, it is now the mutual desire of the parties to further amend the Lease,

NOW THEREFORE, FOR CONSIDERATION AS HEREINAFTER SET FORTH, THE PARTIES AGREE THAT THE LEASE IS HEREBY AMENDED AS FOLLOWS:

A. Landlord and Tenant hereby acknowledge and agree that, as set forth in the Concession Agreement, Tenant hereunder is Golden Gate Helicopters, LLC dba Diamond Aviation, whether referred to as "Golden Gate Helicopters, LLC", "Diamond Aviation" or "Tenant".

B. Section 3 (PREMISES) shall be deleted in its entirety and replaced with the following:

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord a portion of that certain real property commonly known as 620 Airport Drive, San Carlos, California, which portion is comprised of approximately 1,948 square feet of office area ("Premises") and shown on the attached Exhibit 1-A, which is hereby incorporated by reference.

C. Section 5 (MONTHLY RENTAL) is amended to add the following: As of the effective date of this Amendment, the monthly rent shall be \$2,170.54 per month.

D. Section 9 (USE) shall be deleted in its entirety and replaced with the following:

Tenant shall use the Premises exclusively for operation of a Fixed Based Operator (FBO) for the purposes of aviation related activities including flight training, aircraft leasing and sales, air charter services, aircraft maintenance, sale of aviation supplies and related activities and in accordance with the Concession Agreement allowing for such operation. Tenant shall not use or permit the Premises to be used for any other purpose without the prior consent of Landlord.

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering the Premises or any part thereof or any of its contents. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises. Tenant shall not place any sign on the premises or conduct any auction thereon without the Landlord's written consent.

Tenant shall not place any sign on the premises or conduct any auction thereon without the Landlord's prior written consent.

- E. Section 13 (UTILITIES) shall be deleted in its entirety and replaced with the following:

In addition to and concurrently with the monthly rent, Tenant shall pay \$252 per month for gas, electricity, garbage removal service and janitorial services. Said monthly fee shall be based on an annual average and can be adjusted accordingly periodically by Landlord to reflect actual usage and costs.

- F. This Second Amendment to the Lease is subject to and conditioned upon (1) Tenant's ability to obtain an air taxi certificate in accordance with Federal Aviation Administration requirements, and (2) the use of a portion of the Premises identified as Office #5 on the attached Exhibit 1-B incorporated herein by reference ("Office #5") for the purpose of operating an air taxi service. Failure by Tenant to obtain an air taxi certificate within 90 days of full execution of this Amendment, or to use Office #5 for the purpose of operating an air taxi service, shall constitute a default by Tenant as set forth in Section 25 [Default] of the Lease. If Tenant fails to cure such default within the time set forth in Section 25, Tenant shall immediately surrender possession of Office #5, and this Second Amendment shall be null and void, and of no further force or effect, and the Lease shall otherwise remain unchanged.

Except as set forth in this Second Amendment, all provisions of the Lease shall remain unchanged and in full force and effect.

This Second Amendment To Lease Agreement shall be effective only upon delivery by County to Tenant of a copy hereof that has been signed by the Tenant and the President of the Board of Supervisors of the County of San Mateo pursuant to a resolution adopted in accordance with the California Government Code.

TENANT

DATE: 1/23/07

BY:  

Uche Emetaron,
President, Golden Gate Helicopters, LLC

LANDLORD

DATE: _____

BY: _____
President, Board of Supervisors
County of San Mateo

Resolution No. _____

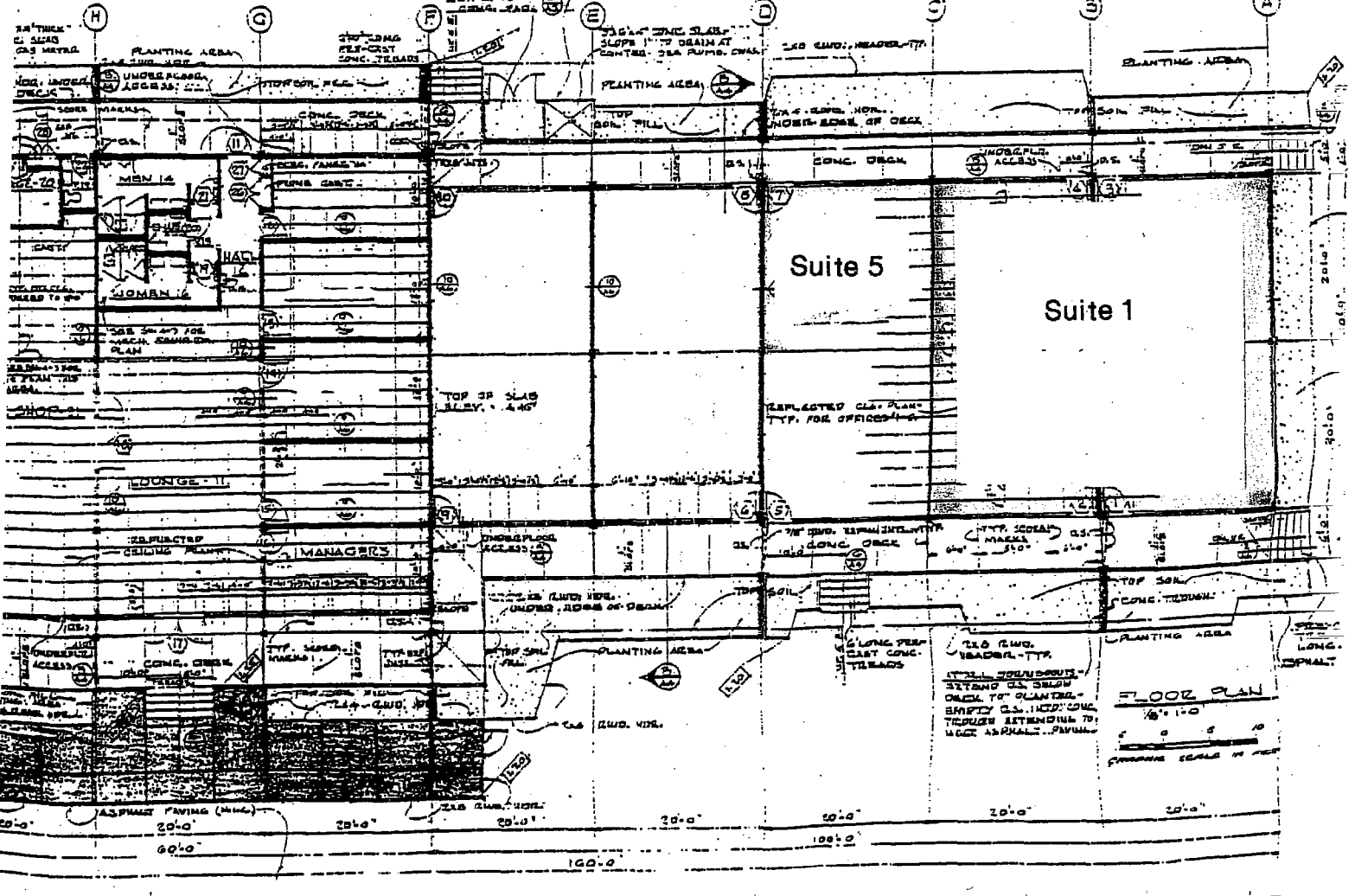
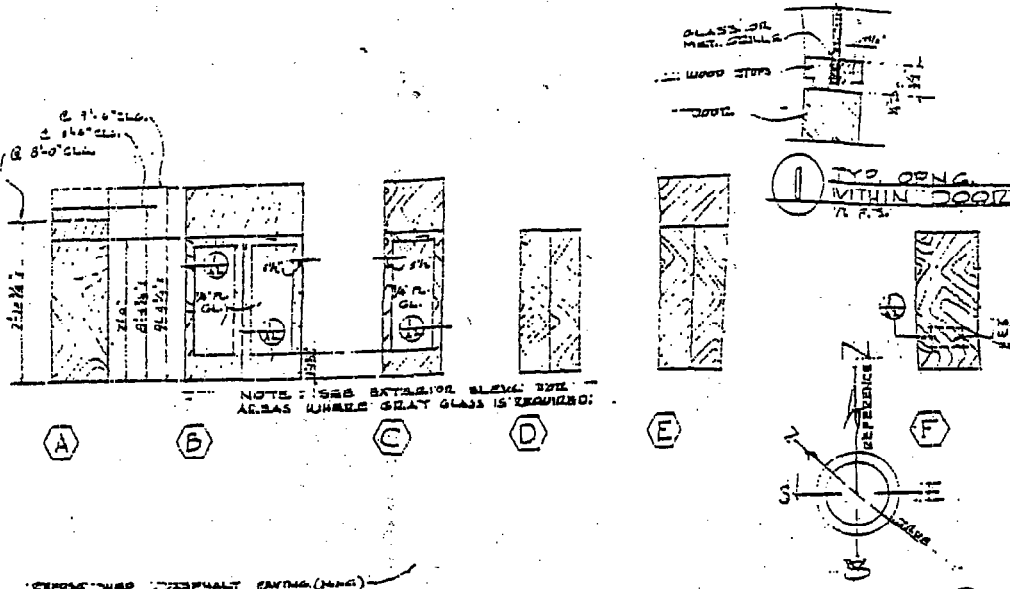
ATTEST:

Clerk of the Board

5223a first amend.doc

1-B

TYPE	DETAILS	NO.	REMARKS
A	1/2" x 6" x 12" GLASS	1	
A	1/2" x 6" x 12" GLASS	2	
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<p>ON BUILDING REPORT CALIFORNIA</p>	<p>FLOOR PLAN, FINISH & DOOR SCHEDULES.</p>	<p>KELLER AND DASEKING ARCHITECTS WALTER L. KELLER AIA WILLIAM H. DASEKING AIA 388 OAK GROVE AVENUE MENLO PARK, CALIFORNIA</p>	<p>DATE 9-13-66 DRAWN LUMPT SHEET 6</p>
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