

**NAPA COUNTY AGREEMENT NO. 4375  
AMENDMENT NO. 1**

**(GROUND LEASE AGREEMENT)**

**THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 4375** is made and entered into as of this \_\_\_\_ day of October 2023, by and between the County of Napa, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, Air Francis, LLC, a limited liability corporation, hereinafter referred to as “ASSIGNOR”, and Giostyle LLC, a California limited liability company, hereinafter referred to as “ASSIGNEE”.

**RECITALS**

**WHEREAS**, on or about October 24, 2000, COUNTY and Air Francis, LLC entered into Napa County Agreement No. 4375 (hereinafter referred to as “Agreement”) for the construction and use thereafter of a private aircraft storage hangar on that portion of Napa County Airport designated as the “Leased Premises;” and

**WHEREAS**, pursuant to paragraph 16 of the Agreement, the lessee may transfer and assign all of its interest in the Agreement to another party upon receiving prior written consent from COUNTY; and

**WHEREAS**, ASSIGNOR now wishes to assign its interest in the Agreement to ASSIGNEE; and

**WHEREAS**, COUNTY, ASSIGNOR, and ASSIGNEE now desire to amend the Agreement to substitute ASSIGNEE as lessee in place of ASSIGNOR; and

**TERMS**

**NOW, THEREFORE**, COUNTY, ASSIGNOR, and ASSIGNEE hereby agree as follows:

1. To amend the Agreement such that all references in the Agreement to “Air Francis, LLC” shall be replaced with “Giostyle LLC” and all references to LESSEE shall now mean Giostyle LLC, a California limited liability company, with a principal airport address of 3470 Airport Road, CA 94558.
2. To amend Paragraph 27, “**Notices**”, of the Agreement to read in full as follows:

**27. Notices.** All notices which any party to this Lease Agreement is required to give to any other party in connection with this Lease Agreement shall be in writing and served by personal delivery during usual business hours at the principal address or office of the other party to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, as certified or registered mail, return receipt requested, and addressed to the other party at its principal address or office, or to such other address as that party may designate, from time to time, by written notice given to the other party in the manner specified in this Paragraph. Service of notice pursuant to this Paragraph shall be deemed complete on the day of service by personal delivery or 3 days after mailing if properly

deposited in the United States Mail. Until changed by written notice to the other party, notices shall be delivered to the following addresses:

**COUNTY:**

Napa County Airport Manager  
2000 Airport Road  
Napa, California 94558

**LESSEE:**

Giostyle LLC  
Attn: Gordon Wang  
1991 St. Helena Hwy. / P.O. Box 208  
Rutherford, CA 94573

3. COUNTY hereby consents to the Agreement's assignment to and assumption by Giostyle LLC, but the parties agree that Air Francis, LLC is not released from any obligation or from environmental responsibility under the Agreement arising or occurring on or before the effective date hereof. By entering into this Amendment No. 1, ASSIGNOR Air Francis, LLC represents and warrants that its interest in the Agreement is free of any liens, encumbrances, or adverse interests of third parties.
4. By entering into this Amendment No. 1, the parties agree and understand that ASSIGNEE Giostyle LLC hereby assumes, covenants, and agrees to keep and perform every obligation under the Agreement and agrees to be bound by each and every provision of the Agreement as if it had executed same.
5. Except as provided in paragraphs (1) and (2) above, the terms and provisions of the Agreement shall remain in full force and effect as previously approved.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 of Napa County Agreement No. 4375 as of the date first above written.

AIR FRANCIS, LLC

By \_\_\_\_\_  
Gordon Wang, CEO & CFO of American Zoetrope,  
its Managing Member

“ASSIGNOR”

GIOSTYLE LLC

By \_\_\_\_\_  
Gordon Wang, CEO & CFO

“ASSIGNEE”

COUNTY OF NAPA, a political subdivision  
of the State of California

By \_\_\_\_\_  
BELIA RAMOS, Chair  
Napa County Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Wendy M. Dau</u> Deputy County Counsel</p> <p>Date: <u>Aug. 10, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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