

**SECOND AMENDMENT TO
LEASE/CONCESSION AGREEMENT**

No. 5395

San Carlos Airport
San Carlos, California

RABBIT AVIATION SERVICES, INC.

This Second Amendment to Lease/Concession Agreement ("Second Amendment"), dated June 13, 2021, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, ("County" or "Landlord") and RABBIT AVIATION SERVICES, INC. ("Tenant").

Recitals

- A. WHEREAS, as authorized by San Mateo County Resolution No. 075819, County and Tenant entered into a Lease/Concession Agreement (Permit No. 5395), dated for reference purposes only as August 1, 2016 ("Agreement"), to authorize Tenant the occupancy and use of a portion of the real property commonly known as the San Carlos Airport ("Airport") for the purpose of constructing a fuel storage facility on approximately 9,000 square feet of land ("Premises") associated with the County Fuel Facility Improvement Project; and
- B. WHEREAS, as authorized by San Mateo County Resolution No. 077612, County and Tenant entered into a First Amendment to Lease/Concession Agreement, dated for reference purposes only as July 21, 2020 ("First Amendment"), to expand the Premises and to authorize the use of Suite 1 of the Terminal Building, add Minimum Standards, and to add Office Space Rent and Office Space Utilities to the Base Rent; and
- C. WHEREAS, in addition to Concession Services, Tenant is also able to provide Ramp Services at the Airport; and
- D. WHEREAS, the Airport Transient Parking Ramp ("Ramp") is located immediately adjacent to the Terminal Building. The Ramp is operated on a first-come, first-served basis. There are approximately (5) large and twenty-two (22) small transient aircraft parking spaces on the Ramp; and
- E. WHEREAS, in accordance with the County's *Airports Minimum Standards and Aircraft Transient Parking Ramp Policies*, the Fixed Base Operator (FBO) will utilize the Ramp to provide aircraft ground handling and ramp services for general aviation, government, and military aircraft; and
- F. WHEREAS, the Parties desire to add Ramp Services to the Agreement.
- G. NOW THEREFORE, the Parties agree to amend the terms of the Lease/Concession Agreement as follows:

Agreement

For good and valuable consideration as herein set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. USE AND CONCESSION: *Section 12 is hereby amended to identify the current language as Subsection A, Fueling Station, and by adding Subsection B, Ramp Management as follows:*

1. Ramp Management. Airport Transient Parking Ramp ("Ramp") is located immediately adjacent to the Terminal Building. The Ramp is operated on a first-come, first-served basis. There are approximately (5) large and twenty-two (22) small transient aircraft parking spaces on the Ramp. In accordance with the County's *Airports Minimum Standards* and *Aircraft Transient Parking Ramp Policies*, the Fixed Base Operator (FBO) will utilize the Ramp to provide aircraft ground handling and ramp services for general aviation, government, and military aircraft. Ramp Operations shall consist of the following:

- a. Use of the Ramp is subject to:
 - i. Airport fees adopted by the County Board of Supervisors
 - ii. Ramp Service of use fees charged by the FBO
- b. Airport fee collection is the responsibility of the County and/or Airport. The FBO is responsible for collecting any applicable FBO fees. FBO may charge fees for Ramp service or use, excluding overnight parking fees.
- c. FBO, as the operator but not the lessee of the Ramp, agrees to provide the required and optional Ramp Services included in the Airport Minimum Standards at its own expense.
- d. FBO is responsible for billing aircraft operators for Ramp Services provided.
- e. A list of Ramp service or use fees, excluding overnight parking, shall be provided to the Airport Administrative Office and available to users of the Airport.
- f. FBO shall secure and maintain a UNICOM frequency and radio communications system for customer service.
- g. FBO shall maintain its own Federal Communications Commission (FCC) license and radio equipment.
- h. FBO shall take all reasonable steps to prevent unauthorized access onto Ramp.
- i. Required Aircraft Ground Handling Equipment will be stored and maintained in compliance with Airport Regulations, HazMat Business Plan and SWPPP, and applicable local and federal regulations as updated from time to time.

2. **Effective Date: Approval.** This Second Amendment shall become effective (“Effective Date”) by execution of the County Board of Supervisors and the Second Amendment is duly executed and delivered by County and Tenant.
3. **Counterparts.** This Second Amendment may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
4. **No Further Amendment: Conflicts.** All the terms and conditions of the Agreement remain in full force and effect except as expressly provided in this Second Amendment. The Agreement as Amended constitutes the entire agreement between County and Tenant regarding the Premises and may not be modified except by an instrument in writing duly executed by the County and Tenant. In the event any conflicts between the terms of the Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall control.

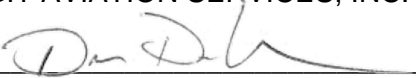
County and Tenant have executed this Second Amendment as of _____ day of _____, 2021.

COUNTY:
COUNTY OF SAN MATEO

By: _____
David Canepa, President
Board of Supervisors

Date: _____

TENANT:
RABBIT AVIATION SERVICES, INC.

By:  _____

Name: Dan DeMeo

Title: CEO

Date: July 1, 2021