

**FIRST AMENDMENT TO  
LEASE/CONCESSION AGREEMENT**

**No. 5395**

San Carlos Airport  
San Carlos, California

RABBIT AVIATION SERVICES, INC.

This First Amendment to Lease/ Concession Agreement ("First Amendment"), dated July 21, 2020, 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. 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 (the "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. On January 21, 2020, County issued a Request for Proposal for available office space, known as Suite 1 of the San Carlos Airport Terminal Building ("Terminal Building"), and on March 9, 2020 issued a Notice of Intent to Award to Tenant to occupy the office space; and
- C. County and Tenant wish to amend this Agreement to expand the Premises to authorize 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.

**Agreement**

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

- 1. **Premises:** *(Section 4 is hereby amended to add the following second paragraph.)* In addition to the 9,000 square feet of land associated with the County Fuel Facility Improvement Project ("Project"), County hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately 835 square feet of office space located at the San Carlos Airport Terminal Building, also known as Suite 1 ("Office Space"). The Office Space shares accessible restrooms with the other terminal building tenants and does not include aircraft parking or hangar space. Both the 9,000 square foot fuel storage facility and the 835 square foot Office Space are shown on the attached Exhibit A ("Site Plan of Premises"), attached hereto and incorporated herein by reference.
- 2. **Office Space Rent:** *(Section 6, Subsection F is hereby added to the Agreement.)* Subject to the Rental Adjustments specified in Section 8 (Rental Adjustments), Tenant agrees to

pay to County a monthly Office Space Rent ("Rent"), without prior notice or demand, in the sum of One Thousand Eight Hundred Thirty-Seven Dollars (\$1,837.00) on or before the first day of the first full calendar month during the term, to the address identified in Section D, *Payment of Rent*.

3. **Office Space Utilities:** *(Section 6, Subsection G is hereby added to the Agreement.)* Tenant agrees to pay to County for their portion of utilities and janitorial services for common areas of the Terminal Building as determined by County and estimated to be Two Hundred Eight Dollars and Seventy-Five Cents (\$208.75) per month.
4. **Rental Adjustments:** *(Section 8 is hereby replaced in its entirety with the following.)* Starting on July 1, 2021, and each successive July 1<sup>st</sup> thereafter for the term of this Agreement, including during any extended term or holdover period as set forth herein (the "Adjustment Date"), the Rent as set forth in Section 6A (Base Rent), Section 6F (Office Space Rent) and Section 6G (Office Space Utilities) shall be adjusted to equal one hundred three percent (103%) of the Base Rent for the lease year preceding such Adjustment Date.
5. **Minimum Standards:** *(Section 31 is hereby amended to replace the third paragraph with the following.)* Tenant is required to comply with Section 3, *Fixed Base Operator*, of the County's Minimum Business Standards for San Carlos Airport and Half Moon Bay Airport ("Minimum Standards"). The Minimum Standards can be found at the following URL and available any time upon request;

[https://publicworks.smcgov.org/sites/publicworks.smcgov.org/files/20190129\\_att\\_Airport%20Compliance%20Documents%20-%20Minimum%20Standards.pdf](https://publicworks.smcgov.org/sites/publicworks.smcgov.org/files/20190129_att_Airport%20Compliance%20Documents%20-%20Minimum%20Standards.pdf)

Consistent with prior practice, the Tenant shall be afforded ninety (90) days to provide any services which it does not yet provide.

6. **Maintenance and Repairs.** *(Section 19 is hereby amended to add the following as the third paragraph.)* Tenant shall have no responsibility to maintain and repair any HVAC and heating systems, or public internet equipment in the Terminal Building.
7. **Effective Date: Approval.** This First Amendment shall become effective ("Effective Date") by execution of the County Board of Supervisors and the First Amendment is duly executed and delivered by County and Tenant.
8. **Counterparts:** This First 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.
9. **No Further Amendment: Conflicts.** All the terms and conditions of the Agreement remain in full force and effect except as expressly provided in this First 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 First Amendment, the terms of this First Amendment shall control.

County and Tenant have executed this First Amendment as of \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**COUNTY:**  
COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Warren Slocum, President  
Board of Supervisors

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

**PERMITTEE:**  
RABBIT AVIATION SERVICES, INC.

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

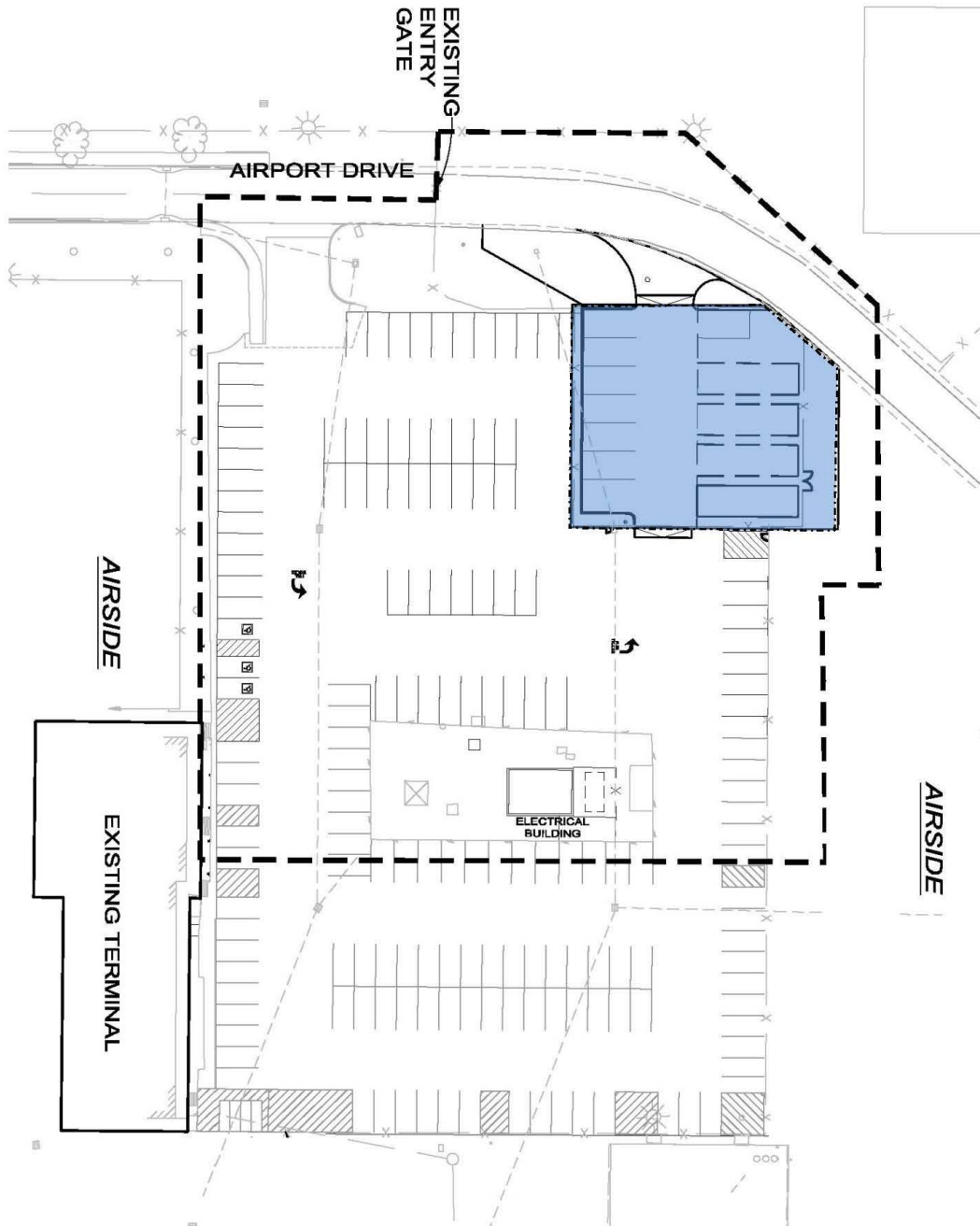
Name: Dan DeMeo \_\_\_\_\_

Title: CEO \_\_\_\_\_

Date: June 25, 2020 \_\_\_\_\_

# EXHIBIT A SITE PLAN OF PREMISES

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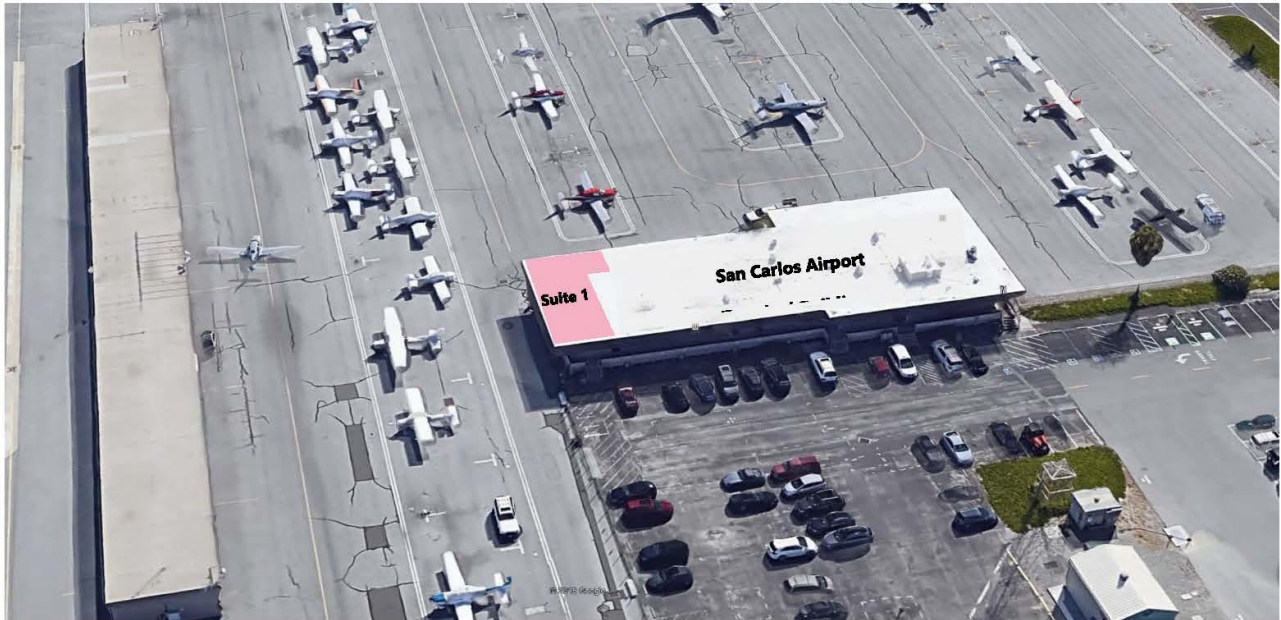


 Leased Premises

# EXHIBIT A SITE PLAN OF PREMISES

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San Carlos Airport Terminal  
Building Suite 1 (835 sq. ft)



*Terminal Building – Suite 1 (not to scale)*



*Suite 1 – Interior, facing landside*



*Suite 1 – Interior, facing airside*