

**AMENDMENT NO. 2 OF
NAPA COUNTY AGREEMENT NO. 180269B**

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 180269B is made and entered into as of this _____ day of _____, 2023, by and between the NAPA COUNTY, a political subdivision of the State of California (“Lessor” or “County”) and REACH AIR MEDICAL SERVICES, LLC, a California Limited Liability Company (“Lessee”);

RECITALS

WHEREAS, on February 27, 2018 the Napa County Board of Supervisors approved Agreement No. 180269B (“Lease Agreement”) with Lessee to lease approximately 11,600 square feet of space within 1950 Airport Road, for use as administrative offices, crew rest facilities, and indoor storage of aircraft; and

WHEREAS, on October 19, 2021 Lessor and Lessee entered into Amendment No. 1 of the Lease Agreement to authorize Lessee to install a generator to power 1950 Airport Road during power outages and perform other tenant improvements; and

WHEREAS, Lessor and Lessee wish to amend the Lease Agreement to extend the Lease Term and to add additional option terms to allow for continued tenancy and operations from the airport;

NOW, THEREFORE, the Agreement is amended as follows:

1. Paragraph 2 of the Agreement is hereby amended in full to read as follows:
 2. Description of Leased Premises. County hereby leases to Lessee, and Lessee hereby leases from County, for its use the Leased Premises, all herein described rights incident thereto including the nonexclusive rights and privileges to any common area space, if any, for and during the Lease Term and upon and subject to the terms, provisions and conditions herein set forth. Lessee agrees to accept the Leased Premises “as is,” and County makes no representation or warranty as to the condition of the Leased Premises or their suitability for any particular purpose. For the avoidance of doubt and to the extent applicable, nothing contained in this paragraph Section 2 relieves Lessor of its ongoing repair and maintenance obligations or representations or warranties expressly set forth in the Lease. In general, the Leased Premises shall be comprised of one-half of the aircraft storage hangar space along with the northerly first and second floor operations space at 1950 Airport Road as more specifically depicted in Exhibit A and A-1, attached hereto, and incorporated by reference herein. Lessee acknowledges that the other half of the hangar space may be used by another operator. The first and second floor operations space (administrative office, dispatch, maintenance shops, and crew rest quarters) together with the hangar space total approximately 11,600 square feet.
2. Paragraph 3 of the Agreement is hereby amended in full to read as follows:
3. Term of Lease Agreement. The beginning of term shall be April 1, 2018 (“Commencement

Date”) and terminate February 29, 2024 (“Initial Term”).

If the Lessee is in good standing and not in violation of any term of this Agreement which remains uncured beyond any applicable notice and cure period, the Lessee shall have the option to extend the Lease Term for two (2) additional, one (1) year periods (the “New Option Terms”) provided Lessee provides timely notice in writing not less than ninety (90) days’ prior to Lease expiration for each of the one (1) year option periods.

3. Paragraph 6(a) of the Agreement is hereby amended in full to read as follows:

(a) Monthly Rent. Lessee agrees to and shall timely pay no later than the tenth (10th) of every month to Napa County care of Napa County Airport, 2000 Airport Road, Napa, California 94558 (or at such place as County shall designate) monthly rent for the Leased Premises (the “Rent”). As of March 1, 2023, the Rent shall be payable in the monthly sum of Nine Thousand, one Hundred forty-three Dollars (\$9,143). Upon Lessee’s exercise of a New Option Term, the monthly rental shall be revised for the duration of said option period without need to execute an amendment hereto. At the beginning of each New Option Term, the monthly rent shall be increased by the change in CPI-U, San Francisco-Oakland-Hayward (preceding Jan-Dec). In the event Lessor has not notified Lessee of the adjusted rental rate at the time of commencement of any New Option Term, Lessee shall continue to pay the same rental amount for the previous term until such notice is received, at which time the parties shall reconcile the newly adjusted rental amount against the amounts already paid to Lessor during the New Option Term and Lessee shall remit payment for the balance owed no more than thirty (30) days following said reconciliation.

4. Paragraph 7(b) of the Agreement is hereby amended in full to read as follows:

7(b) Payment of Utility Bills and Services: As of the effective date of this Second Amendment, Lessee agrees to pay \$1,000.00 monthly for all utilities including water, sewer, gas, and electricity (the “utility fee”). Lessor reserves the right to install sub meters or other devices during the duration of this lease to track Lessee’s use of any utility and charge actual costs. At the beginning of each New Option Term, the monthly utility fee shall be increased by the change in CPI-U, San Francisco-Oakland-Hayward (preceding Jan-Dec).

5. Paragraph 38. Notices is amended to change the County’s and Lessee’s addresses as set forth below:

County:
Airport Manager
Napa County Airport
2000 Airport Road
Napa, CA 94558

Lessee:
REACH AIR Medical Services
1950 Airport Road
Napa, CA 94558
Attn: Regional Director
GMRLeaseManagement@gmr.net

With Additional Notice to:
REACH AIR Medical Services
4400 TX State Hwy 121, Suite 700
Lewisville, TX, 75056

Attn: Law Department

6. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.
7. The effective date of this Amendment is February 28, 2023.
8. Except as provided in Paragraphs 1 through 5 above, the terms and conditions of the Lease Agreement shall remain in full force and effect as originally approved and as previously amended.

IN WITNESS WHEREOF, this Amendment No. 2 of Napa County Agreement No. 180269B was executed by the parties hereto as of the date first above written.

REACH AIR MEDICAL SERVICES, LLC.

DocuSigned by:

DS
MADS
AKBy Sean Russell
Sean Russell, EVP, Operations

Vice President of Operations VP of Finance

"LESSEE"

NAPA COUNTY, a political subdivision of
the State of CaliforniaBy _____
BELIA RAMOS, Chairperson
Board of Supervisors

"COUNTY"

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|--|---|---|
| APPROVED AS TO FORM Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors |
| By: <u>/s/ Wendy M. Dau</u> Deputy County Counsel | Date: _____ Processed By: _____ | By: _____ |
| Date: <u>September 11, 2023</u> | Deputy Clerk of the Board | |

Exhibit A-1 Premises

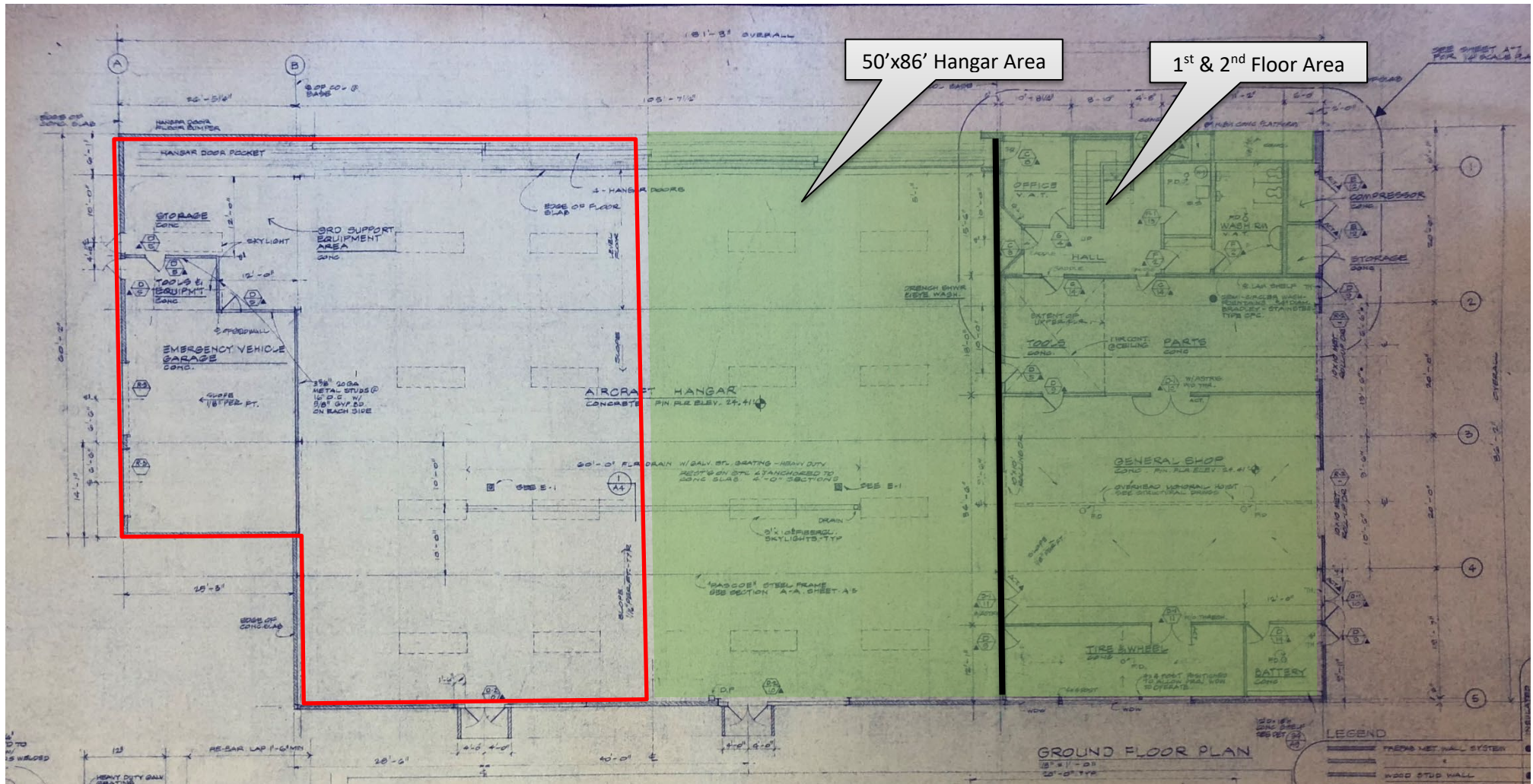


EXHIBIT "A-1" APRON & PARKING
AREA

