

**SECOND AMENDMENT TO  
NAPA COUNTY AGREEMENT NO. 230234B**

This Second Amendment to the Ground Lease, License, and Operating Agreement (“Agreement”) dated this day \_\_\_\_\_ of 2024 (the “Effective Date”) is made by and between NAPA COUNTY, a political subdivision of the State of California, (“County”) and SKYSERVICEUS CALIFORNIA LLC, a Delaware limited liability company authorized to do business in the State of California (“Lessee”) and subsidiary of LEADING EDGE JET MIDCO LLC, dba SKYSERVICE US, a Delaware company.

**RECITALS**

**WHEREAS**, County is the owner and operator of the Napa County Airport (“Airport”);  
and

**WHEREAS**, County is empowered to grant the right and privilege to be a Fixed Base Operator at the Airport; and

**WHEREAS**, County is obligated by its Federal Aviation Administration (FAA) Grant Assurances to among other things, be as financially self-sustaining as possible, promote competition, and not grant exclusive rights; and

**WHEREAS**, on December 16, 2022 the Chair of the Napa County Board of Supervisors executed Agreement No. 230234B Ground Lease, Commercial License, and Operating Agreement (“Lease Agreement”) with Lessee to lease approximately 470,000 square feet of space and facilities within the Napa County Airport, for use as a non-exclusive, commercial Fixed Based Operator; and

**WHEREAS**, on March 21, 2022 Agreement No. 230234B was amended by the parties for the first time (First Amendment) to adjust the size of the premises of an existing aircraft storage hangar; and

**WHEREAS**, Lessor and Lessee wish to amend the Lease Agreement to expand the leasehold area and update development commitments; and

**WHEREAS**, the Premises northern boundary is relocated thirty (30) feet northward to better accommodate the planned development;

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and provisions contained in this Lease, the Parties agree as follows:

1. Section 1. Definitions is amended as follows:
  - 1.1. Section 1.36 Pioneering Period shall be revised to read as follows:

### **1.36 Pioneering Period.**

In accordance with Section 1.5 of the Minimum Standards, the County is allowing a Pioneering Period where Lessee can operate for a period of time under terms and conditions less than those set forth within the Airport's Minimum Standards. The Pioneering Period for this Agreement shall run from the Effective Date until 31 months after the Effective Date. The County will diligently pursue completion of the County Relocation Project. If the County Relocation Project is not completed by 16 months after the Effective Date, the Pioneering Period and the dates for Lessee's milestones/requirements set forth in Exhibit F shall each be extended by one day for each day that the Notice of Completion for the County Relocation Project is recorded beyond 16 months after the Effective Date. If delays of the completion of County Relocation Project exceed twelve (12) months, the Parties shall administratively amend this Agreement to reflect such extension of completion of the project and day-for-day extension of the Pioneering Period and dates for Lessee's milestones/requirements set forth in Exhibit F. If such an amendment is necessary, the scope of the amendment shall be limited to changing the duration of the Pioneering Period. The Pioneering Period shall also be extended by one day for each day that a force majeure exists that delays Lessee's Progress of Work. Lessee's Work on the hangar and terminal required under the Leasehold Improvements cannot begin until a Notice to Proceed is issued by the Director of Public Works.

### **2. Section 3. Premises is amended as follows:**

- 2.1. The first sentence in Section 3.3 Supplemental Primary Premises No. 1 is replaced to read as follows, "Supplemental Primary Premises No. 1 shall consist of 207,619 [APPROXIMATE] square feet identified as "North FBO – SP1" and generally depicted in Exhibit A-2."
- 2.2. The first sentence in Section 3.4 Supplemental Primary Premises No. 2 is replaced to read as follows, "Supplemental Primary Premises No. 2 shall consist of 137,724 [APPROXIMATE] square feet identified as "North FBO – SP2" and generally depicted in Exhibit A-2."
- 2.3. The first sentence in Section 3.5 Supplemental Primary Premises No. 3 is replaced to read as follows, "Supplemental Primary Premises No. 3 shall consist of 90,758 [APPROXIMATE] square feet identified as "North FBO – SP3" and generally depicted in Exhibit A-2."
- 2.4. The following language is added to Section 3.5: Lessee may, at its discretion, add up to 8,000 square-feet to the Supplemental Primary Premises No. 3 for the purposes of developing and maintaining a vegetated drainage swale as required by water quality control regulations. The addition will be by administrative amendment in accordance with Section 3. The rental rate of the additional square footage will be at one-half of the then current rental rate per square-foot for Supplemental Primary Premises No. 3, and will be adjusted over the term pursuant to Section 5.2.

### **3. Infrastructure Improvements. Section 5. Rent, Fees, and Charges of the Lease Agreement is amended as set forth herein:**

- 3.1. Section 5.2 Adjustments to Base Rent shall be revised to read as follows:

#### **5.2 Adjustments to Base Rent**

The Base Rent shall be subject to the following increases (as adjusted the "Adjusted

Rent”): (i) at the option of the County, on the first of the month following each fifth (5<sup>th</sup>) anniversary date of the Effective Date (“Appraisal Adjustment Date(s)”) to reflect increases in the appraised value of the Premises; and (ii) on the first of the month following each one-year anniversary (“Percentage Increase Adjustment Date(s)”) of the Effective Date (excluding each fifth anniversary date on which Appraisal Adjustments may be made pursuant to Section 5.2.2) in accordance with the provisions set out below (“Percentage Increase Adjustment Date(s)”):

3.2. Section 5 Rent, Fees, and Charges is amended by adding:

**Section 5.5.3 Fuel Farm Infrastructure Improvements.**

Lessee agrees that an infrastructure project developed for the mutual benefit of County and Lessee contains the major scope elements of a main electrical service (with manual back-up generator) and a central oil-water separator. Lessee agrees to reimburse County for 25% of the cost for development of this improvement not to exceed Lessee’s allocated cost of \$200,000 unless approved by Lessee in writing. Lessor will provide an itemized final costs breakdown for Fuel Farm Infrastructure Improvements once completed. Upon completion, County will invoice Lessee for Lessee’s allocated cost in 12 installments, invoiced monthly. Lessee shall make payment under the payment terms in Section 5.7.2.

3.3. Section 5.6.1 Monthly Activity Report is amended by adding:

County will publish a Fuel Activity Quarterly Report identifying the commercial fuel activity in all products and respective market share. Non-commercial fuel permittees’ activity will be aggregated.

3.4. Section 26 Agreements with the United States is amended by adding:

Lessee is required to comply with the federal contract terms and conditions as identified in Exhibit I which is attached hereto and incorporated herein by reference.

4. Exhibits

4.1. Exhibit A-2 is replaced with the Exhibit A-2 attached hereto.

4.2. Exhibits B-1, B-2, and C-1 are replaced with the Exhibit B-1 attached hereto. All references in the Lease Agreement to Exhibits B-2 and C-1 shall be amended to refer to Exhibit B-1.

4.3. Exhibit F is replaced with the Exhibit F attached hereto

5. 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.

6. 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.

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**IN WITNESS WHEREOF**, this Amendment No. 2 of Napa County Agreement No. 230234B was executed by the parties hereto as of the date first above written.

SKYSERVICEUS CALIFORNIA, LLC., A Delaware limited liability company

*Benjamin Murray*

By FA81EB48C9716F84C199CB7897379D6E contractworks  
**Benjamin Murray, Chief Executive Officer**

*Ty Dubay*

By DC7797EDE6749C78A3D1614032BD0A09 contractworks  
**Ty Dubay, Authorized Signatory**

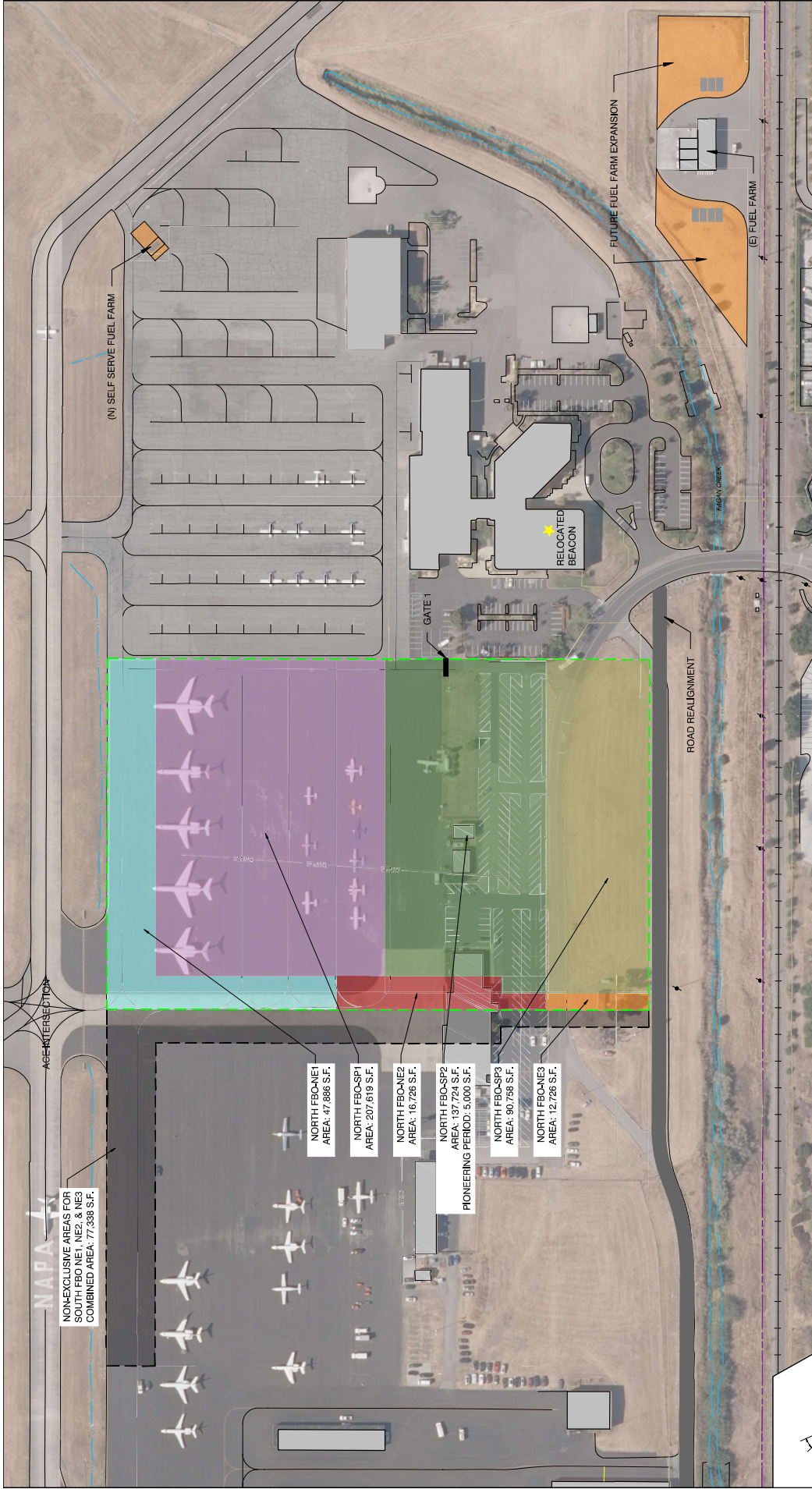
"LESSEE"

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
**JOELLE GALLAGHER, Chairperson**  
Board of Supervisors

"COUNTY"

|   |  |  |
|---|--|--|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>/s/ Wendy Dau</u><br/>Deputy County Counsel</p> <p>Date: <u>June 11, 2024</u></p> | <p>APPROVED BY THE NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____<br/>Processed By: _____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|---|--|--|



# Exhibit A-2

## North FBO Area Delineation

### Napa County Airport

## Exhibit B-1 Primary Premise Rent (SkyService US CA)

| PREMISES   | SQ. FT.         | RATE                       | MONTHLY BILLING     | MONTHLY TOTAL               |
|--|-----------------|----------------------------|---------------------|-----------------------------|
| <i>Pioneering Period</i>                                       |                 |                            |                     |                             |
| • Initial Primary Premises                                     | 20,000          | Year 1 from Effective Date | \$1,250             | \$37,881.57                 |
| • Pioneering Period Premise                                    | 5,000           | \$0.75/SF/YR               | \$312.50            |                             |
| • Non-Exclusive License Area No.1                              | 47,886          | 12/13/22- 12/12/23         | \$2,992.88          |                             |
| • Supplemental Primary Premise No.1                            | 207,619         |                            | \$12,976.19         |                             |
| • Supplemental Primary Premise No.4                            | 18,500 (Amend1) | \$13.20/SF/YR              | \$20,350            |                             |
| • Initial Primary Premises                                     | 20,000          | Year 2 from Effective Date | \$1,333.33          | \$39,050.33 + Sup4 CPI Adj. |
| • Pioneering Period Premise                                    | 5,000           | \$0.80/SF/YR               | \$333.33            |                             |
| • Non-Exclusive License Area No.1                              | 47,886          | 12/13/23- 12/31/24         | \$3,192.40          |                             |
| • Supplemental Primary Premise No.1                            | 207,619         |                            | \$13,841.27         |                             |
| • Supplemental Primary Premise No.4                            | 18,500          | \$13.20/SF/YR              | \$20,350 + CPI Adj. |                             |
| <i>Upon completion of County Construction Project PW23-29R</i> |                 |                            |                     |                             |
| • Initial Primary Premises                                     | 20,000          | Year 2 from Effective Date | \$1,333.33          | \$49,347 + Sup4 CPI Adj.    |
| • Pioneering Period Premise                                    | 5,000           | \$0.80/SF/YR               | \$333.33            |                             |
| • Non-Exclusive License Area No.1                              | 47,886          | 12/13/23- 12/31/24         | \$3,192.40          |                             |
| • Non-Exclusive License Area No.2                              | 16,726          |                            | \$1,115.07          |                             |
| • Supplemental Primary Premise No.1                            | 207,619         |                            | \$13,841.27         |                             |
| • Supplemental Primary Premise No.2                            | 137,724         |                            | \$9,181.60          |                             |
| • Supplemental Primary Premise No.4                            | 18,500          | \$13.20/SF/YR              | \$20,350 + CPI Adj. |                             |
| • Initial Primary Premises                                     | 20,000          | Year 3 from Effective Date | \$1,416.67          | \$50,805.16 + Sup4 CPI Adj. |
| • Non-Exclusive License Area No.1                              | 47,886          | \$0.85/SF/YR               | \$3,391.93          |                             |
| • Non-Exclusive License Area No.2                              | 16,726          | 1/1/25- 12/31/25           | \$1,184.76          |                             |
| • Supplemental Primary Premise No.1                            | 207,619         |                            | \$14,706.35         |                             |
| • Supplemental Primary Premise No.2                            | 137,724         |                            | \$9,755.45          |                             |
| • Supplemental Primary Premise No.4                            | 18,500          | \$13.20/SF/YR              | \$20,350 + CPI Adj. |                             |

|  |  |  |   |   |
|--|--|--|---|---|
| <p><b>End of Pioneering Period – FBO Construction Complete</b></p> <ul style="list-style-type: none"> <li>Initial Primary Premises</li> <li>Non-Exclusive License Area No.1</li> <li>Non-Exclusive License Area No.2</li> <li>Non-Exclusive License Area No.3</li> <li>Supplemental Primary Premise No.1</li> <li>Supplemental Primary Premise No.2</li> <li>Supplemental Primary Premise No.3</li> <li>Supplemental Primary Premise No.4</li> </ul> | <p>20,000<br/>47,886<br/>16,726<br/>12,726<br/>207,619<br/>137,724<br/>90,758<br/>18,500</p> | <p>Year 3 from Effective Date<br/>\$0.85/SF/YR<br/>1/1/25- 12/31/25</p> <p>\$13.20/SF/YR</p> | <p>\$1,416.67<br/>\$3,391.93<br/>\$1,184.76<br/>\$901.43<br/>\$14,706.35<br/>\$9,755.45<br/>\$6,428.69<br/>\$20,350 + <b>CPI Adj.</b></p> | <p>\$58,135.28 + <b>Sup4 CPI Adj.</b></p> |
| <ul style="list-style-type: none"> <li>Initial Primary Premises</li> <li>Non-Exclusive License Area No.1</li> <li>Non-Exclusive License Area No.2</li> <li>Non-Exclusive License Area No.3</li> <li>Supplemental Primary Premise No.1</li> <li>Supplemental Primary Premise No.2</li> <li>Supplemental Primary Premise No.3</li> <li>Supplemental Primary Premise No.4</li> </ul>  | <p>20,000<br/>47,886<br/>16,726<br/>12,726<br/>207,619<br/>137,724<br/>90,758<br/>18,500</p> | <p>Year 4 from Effective Date<br/>\$0.90/SF/YR<br/>1/1/26- 12/31/26</p> <p>\$13.20/SF/YR</p> | <p>\$1,500<br/>\$3,591.45<br/>\$1,254.45<br/>\$954.45<br/>\$15,571.43<br/>\$10,329.30<br/>\$6,806.85<br/>\$20,350 + <b>CPI Adj.</b></p>   | <p>\$60,357.93 + <b>Sup4 CPI Adj.</b></p> |
| <ul style="list-style-type: none"> <li>Initial Primary Premises</li> <li>Non-Exclusive License Area No.1</li> <li>Non-Exclusive License Area No.2</li> <li>Non-Exclusive License Area No.3</li> <li>Supplemental Primary Premise No.1</li> <li>Supplemental Primary Premise No.2</li> <li>Supplemental Primary Premise No.3</li> <li>Supplemental Primary Premise No.4</li> </ul>  | <p>20,000<br/>47,886<br/>16,726<br/>12,726<br/>207,619<br/>137,724<br/>90,758<br/>18,500</p> | <p>Year 5 from Effective Date<br/>\$1.00/SF/YR<br/>1/1/27- 12/31/27</p> <p>\$13.20/SF/YR</p> | <p>\$1,666.67<br/>\$3,990.50<br/>\$1,393.83<br/>\$1,060.50<br/>\$17,301.58<br/>\$11,477<br/>\$7,563.17<br/>\$20,350 + <b>CPI Adj.</b></p> | <p>\$64,803.25 + <b>Sup4 CPI Adj.</b></p> |
| <p><i>Year 6 from Effective Date Onward \$1.00/SF/YR + Annual CPI for all premises, appraisal every 5<sup>th</sup> year (Exh B-1, B-2 and C-1).</i></p>  |  |  |   |   |

**\*Every 5<sup>th</sup> Year, base rent should be adjusted based on appraisal (Sec 5.2):**

- |  |   |
|--|---|
| 1 <sup>st</sup> Anniversary Date 12/13/23 – Annual CPI Adjustment for Supp#4 | 4 <sup>th</sup> Anniversary Date 1/1/27 - Annual CPI Adjustment for Supp#4  |
| 2 <sup>nd</sup> Anniversary Date 1/1/25 – Annual CPI Adjustment for Supp#4   | 5 <sup>th</sup> Anniversary Date 1/1/28 – <b>Appraisal</b> (no CPI Adjustment)  |
| 3 <sup>rd</sup> Anniversary Date 1/1/26 - Annual CPI Adjustment for Supp#4   | 6 <sup>th</sup> Anniversary Date 1/1/29 – Annual CPI Adjustment for all premises for remaining duration of agreement, appraisal every 5 <sup>th</sup> year. |

## EXHIBIT F-1

Prior to engaging in any FBO services, Lessee shall construct temporary terminal facilities upon the Pioneering Period Premises generally depicted in Exhibit A-2 within North FBO Supplemental Primary Premises No. 2 and upon leasing Hangar 3030 (“Large Hangar”). To continue engaging in FBO services after the Pioneering Period Term, Lessee shall have constructed the necessary fuel storage facilities required by the Minimum Standards in that area shown on Exhibit A-1 and shall have completed construction of all Leasehold Improvements required under the Minimum Standards for FBOs, including but not limited to those leasehold improvements listed below, and as envisioned and generally depicted in the site plan attached as Exhibit F-2.

By 36 months past the Effective Date of this Agreement (based on the schedule below, which is subject to extensions equivalent to those extensions of the Pioneering Period set forth in with Section 1.33 of the Agreement should the County Relocation Project be delayed beyond the Schedule Deadline Agreement and any delays caused by force majeure), Lessee shall construct approximately 100,000 square feet of new apron, a new FBO Terminal building, maintenance and community hangars that meet the requirements set forth in the Minimum Standards, adequate new vehicle parking area, and any other infrastructure and facilities required to conduct a full-service FBO. Infrastructure improvements also include utility connections and safety and security provisions that conforms to federal, state and local construction standards. Lessee shall also complete landside site work, including stormwater quality elements and landscaping. At a minimum, Lessee agrees to develop the following leasehold improvements:

- Addition of One (1) 20,000 Jet A and one (1) 12,000 Avgas tanks to the existing Fuel Farm
- Develop a minimum 40,000 square foot hangar
- Develop a minimum 8,000 square foot FBO terminal, including normal & customary customer office and supply spaces as well as dedicated space for a restaurant to be subleased out to an experienced restaurant operator.
- Structural improvements for existing ramp area

In addition to this new infrastructure, Lessee shall maintain the existing apron throughout the Term and upgrade (i.e. reconstruct) the existing apron by the timeframe defined in the table above. Any Work associated with the apron areas and hangars shall be designed and constructed to accommodate the fleet mix presented in EXHIBIT F-1; provided that Lessee has discretion to design and construct selected areas of the apron to support aircraft that weigh more than 100,000 lbs. and Lessee’s hangars are not required to accommodate the 737-700 BBJ.

Lessee shall complete the following tasks and Leasehold Improvements set forth in the column Milestone/Requirement in Table 1 below by the corresponding timeframe. As stated within the body of the Agreement, Lessee’s failure to complete any milestone/requirement by the corresponding timeframe set forth below (subject to any extensions equivalent to those extensions of the Pioneering Period and any delays caused by Force Majeure) shall constitute a default.

To develop the Premises, including the expansion of and reconstruction of the existing apron, Lessee shall make all necessary storm drain improvements meeting state and local standards to accommodate the proposed expanded apron area. Preliminary design for grading and drainage improvements have not yet been developed. Lessee acknowledges receipt of A Conceptual

## EXHIBIT F-1

Grading Design Report that presents a schematic layout with approximate slopes and finish grades. Lessee agrees to coordinate all civil engineering design elements within the development area (including but not limited to the apron, building pads, water quality and storm drainage elements, shared parking, underground piping, sewer, and utilities) with any development occurring on the adjacent property at the Airport. To facilitate coordination between the two developments, Lessee agrees to utilize a mutually agreeable civil engineering firm with the adjacent FBO.

| <b>Table 1 – Completion Schedule Deadlines</b>   |                   |                   |
|--|-------------------|-------------------|
| Milestone/Requirement  | County/Respondent | Date              |
| Submit Terminal Area Development Plan for County Design Review   | Lessee            | June 30, 2023     |
| Submit full Plans, Specifications, and Estimates for Building Permit Review (Terminal Area Development)            | Lessee            | April 30, 2024    |
| Receive Building/Grading Permits (Terminal Area Development)   | Lessee            | July 30, 2024     |
| Relocate Electrical Vault & Beacon Equipment, Demolish Terminal Building and Relocate Sewer                        | County            | August 31, 2024   |
| Fuel Farm Infrastructure   | County            | August 31, 2024   |
| Fuel Farm Expansion Complete   | Lessee            | December 31, 2024 |
| Demolition of Maintenance Building   | Lessee            | December 31, 2025 |
| Complete New Apron Improvements  | Lessee            | December 31, 2025 |
| Receive Certificate of Occupancy (Terminal Area Development)   | Lessee            | February 28, 2026 |
| End of Pioneering Period - Full compliance with all FBO Minimum Standards  | Lessee            | February 28, 2026 |
| Large Hangar (30% of total capital commitment in first (5) years; 30% in second (5) years; 40% in third (5) years) | Lessee            | December 13, 2027 |
| Complete Existing Apron Improvements   | Lessee            | December 13, 2029 |

## EXHIBIT F-1

### FLEET MIX

| Aircraft   | Weight<br>(lbs) | Annual Departures                       |
|--|-----------------|---|
|  |                 | Large Runways and Taxiways A, C, H, & K |
| 737-700 BBJ                                      | 174,700         | 5                                       |
| Global Express / G-650                           | 99,600          | 77                                      |
| Gulfstream V                                     | 90,900          | 97                                      |
| Gulfstream III / IV                              | 75,000          | 241                                     |
| Falcon F7X                                       | 69,198          | 24                                      |
| CRJ-200  | 53,250          | 6                                       |
| Challenger 604 / Embraer 140                     | 48,200          | 193                                     |
| Falcon 900 / Jetstar 731                         | 45,500          | 75                                      |
| G-280 / Hawker 4000 / Challenger 300 / Falcon 50 | 39,600          | 435                                     |
| Citation X / G-200 / Falcon 2000                 | 36,000          | 604                                     |
| Citation Sovereign                               | 30,250          | 227                                     |
| Falcon 20 / Hawker 800                           | 28,660          | 296                                     |
| G-150 / Hawker 1000                              | 25,850          | 57                                      |
| IAI 1125 / 1124 / Learjet 60 / Citation VII      | 24,650          | 178                                     |
| Learjet 40 / 45 / 55 / 70 / 75                   | 21,750          | 238                                     |
| Citation Excel                                   | 20,200          | 358                                     |
| Falcon 10 / Learjet 35 / 36                      | 18,740          | 60                                      |
| Phenom 300 / Citation CJ4                        | 17,968          | 304                                     |
| Learjet 31                                       | 16,750          | 21                                      |
| Citation V / BeechJet 400                        | 16,500          | 329                                     |
| Super King Air 300 / 350                         | 15,100          | 181                                     |
| Citation II                                      | 15,000          | 101                                     |
| Citation CJ3                                     | 13,870          | 224                                     |
| Super King Air 200                               | 12,590          | 128                                     |
| Citation CJ2 / Premier 1                         | 12,500          | 167                                     |
| Piper Cheyenne                                   | 11,200          | 31                                      |
| Citation CJ1 / Phenom 100                        | 10,700          | 354                                     |
| Pilatus PC-12                                    | 10,500          | 443                                     |
| Cessna 441 / King Air 90 / Citation Mustang      | 9,925           | 199                                     |
| Cessna 421 / Socata TBM                          | 7,450           | 121                                     |
| Cessna 414 / Piper Aerostar                      | 6,750           | 52                                      |
| Cessna 340 / Eclipse 500 / Beech Baron           | 5,990           | 146                                     |
| Aircraft Under 5,000 lbs (Bonanza / Cessna 172)  | 5,000           | 20047                                   |

## **EXHIBIT F-2**

### **SITE PLAN**

Site Plan to be generally depicted in this Exhibit and then replaced with 30% design when Agreement is administratively amended to add legal description of Premises and Non-Exclusive License Areas.

**EXHIBIT F – 2**  
**LEASEHOLD IMPROVEMENTS**

