

**AMENDMENT NO. 3 TO
NAPA COUNTY SPACE LICENSE AGREEMENT NO. 230301B**

THIS AMENDMENT NO. 3 TO SPACE LICENSE AGREEMENT 230301B

(“Amendment No. 3”) is made and entered into as of this ___ day of _____, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County”, and Napa Jet Center, Inc. DBA Atlantic Aviation, a California corporation, hereinafter referred to as “Licensee”.

RECITALS

WHEREAS, County owns and operates the Napa County Airport, a general aviation airport located in Napa County, California, hereinafter referred to as “Airport”; and

WHEREAS, Licensee is a successor in interest to a continual commercial presence at the Napa County Airport since 1993; and has entered into the separate Ground Lease, License, and Operating Agreement 230232B (the “Agreement”) with the County, which requires Licensee, *inter alia*, to continue to provide flight training services; and

WHEREAS, on February 7, 2023, Licensee entered into a Space License Agreement 230301B (the “License”) to utilize premises in the County’s building at 2000 Airport Road for a flight training operation as well as space within Hangar 55 (located at 2030 Airport Road) for aircraft maintenance during a pioneering period while their permanent facility is developed; and

WHEREAS, on June 6, 2023, Licensee entered into Amendment No.1 to the License to add approximately 4,000 square feet within the hanger at 1950 Airport Road for aircraft maintenance through June 30, 2025, while their permanent facility is developed; and

WHEREAS, on March 26, 2024, Licensee entered into Amendment No. 2 to the Space License Agreement to continue to occupy Hangar 55 for their flight training aircraft use, rather than move to space at 1950 Airport Rd, with full understanding of operational challenges expected during near-term construction; and

WHEREAS, the License to use Hanger 55 expires on June 30, 2025, and County desires to work with Licensee to provide space within County facilities and continue providing facilities through the pioneering period as defined in Agreement 230232B by amending Space License Agreement No. 230301B;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby amend Space License Agreement No. 230301B as follows:

TERMS

1. Paragraph 4 of the License is amended to read in full as follows:

4. Term. The term of this License shall commence on December 6, 2022 and continue until the end of the “Pioneering Period” as defined in Agreement 230232B, but in no case shall it continue beyond June 30, 2026, unless otherwise mutually agreed in a written amendment to this License. This License may terminate with Licensee providing sixty (60) days written notice, or may be terminated earlier in accordance with Paragraph 9 (Termination); except that the obligations of Licensee under Paragraph 12 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the License.

2. Subparagraph (a) of Paragraph 5 of the License is amended to read in full as follows:

(a) **Base Rent.** Licensee agrees to and shall pay the following monthly sums from July 1, 2023 until June 30, 2025:

- i. Two Thousand Eight Hundred and Four Dollars and Eighty-Four Cents (\$2,804.84) per month as rent for the office space at 2000 Airport Road and the terminal space at 2030 Airport Road; and
- ii. One Thousand Six Hundred and Sixty-Seven Dollars and Fifteen Cents (\$1,667.15) per month for the Hangar 55 Premises.

(together the “Base Rent”). Any partial month of the tenancy of the Demised Premises shall be prorated. Rent may be adjusted by the Airport Manager for any period of holdover, but in no case will the rent be more than 150% of the current rent.

Licensee agrees to and shall pay the following monthly sums from July 1, 2025 until the end of term:

- i. Two Thousand, Eight Hundred, and Seventy-Two Dollars and Sixteen Cents

(\$2,872.16) per month as rent for the office space at 2000 Airport Road and the terminal space at 2030 Airport Road; and

ii. One Thousand Seven Hundred and Seven Dollars and Sixteen Cents (\$1,707.16) per month for the Hangar 55 Premises.

(together the “Base Rent”). Any partial month of the tenancy of the Demised Premises shall be prorated. Rent may be adjusted by the Airport Manager for any period of holdover, and the rent will then be adjusted upward to the Fair Market Value (FMV) rent (currently at \$2.08/s.f. monthly plus janitorial services allocation for 2000 Airport Road, CPI adjusted Hangar 55 rent with increased utility expenses, and CPI adjusted aircraft tie-down rental(s)). In no case will the rent be more than 150% of the current rent. County shall provide Licensee with written notice of any proposed rent adjustment 30 days prior to implementation.

3. Subparagraph (b) of Paragraph 6 of the License is amended to read in full as follows:

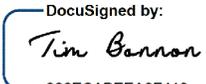
(b) County shall pay water, sewer, and refuse services. Licensee shall pay County One Hundred Forty-Five Dollars (\$145.00) per month for electricity use for the Hanger 55 Premises. Commencing on July 1, 2025, Licensee shall pay County One Hundred Fifty Dollars (\$150.00) per month for utilities for the Hangar 55 Premises. The monthly utility charge shall remain fixed for the remainder of the term unless the parties mutually agree to adjust based on material changes in usage or utility rates.

4. 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.

5. This Amendment No. 3 represents all the changes to the License agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the License and prior amendments not addressed in this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 3 of Napa County Space License Agreement No. 230301B is executed by the County, acting by and through the Chair of the Board of Supervisors, and by Licensee through its duly authorized officer(s).

Napa Jet Center, Inc. DBA Atlantic Aviation, a California corporation

By  _____
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TIMOTHY BANNON, Chief Operating Officer

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL,
Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>June 5, 2025</u> PL Doc. No. 132722</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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