

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("**Amendment**") is made effective as of May _____, 2022, by and between the CITY OF WATSONVILLE, a California chartered city and municipal corporation ("**Landlord**"), and SKYDIVE SURFCITY, INC., a California corporation ("**Tenant**").

WHEREAS, Landlord and Tenant entered into that certain Lease, dated December 15, 2021 ("**Lease**"), relating to real property and improvements, commonly known and referred to as 160 Aviation Way; and

WHEREAS, Tenant desires to lease additional space subject to the terms and conditions set forth in the Lease;

NOW, THEREFORE, in consideration of the covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Section 1 of the Lease is amended to read as follows:

“1. **PREMISES.**

Landlord does hereby rent and Tenant does hereby hire and take from Landlord that certain real property and improvements, commonly known and referred to as 160 Aviation Way, comprised of approximate area of three thousand, seven hundred eighty-eight (3,788) square feet, more or less, including one thousand four hundred and eighty-eight (1,488) square feet of hangar and storage space, two thousand (2,000) square feet of hangar and storage space and seven hundred seventy-four (774) square feet of office space and private restroom in Suites B, C, and D, together with the parking and vehicle access as described hereinbelow (the “Premises”).

(a) OFFICES: SUITES B, C, AND D, to wit 1st Floor, 2nd Floor, Mezzanine and Waiting Area as depicted on Exhibit “A”. The Premises is outlined in yellow on Exhibit “A”.”

(b) MOTOR VEHICLE PARKING: Parking spaces 2-11, inclusive (10 spaces) plus shared access to Motor Vehicle Accessible Parking Spaces A, B, C and D, as marked, on the asphalt in the parking spaces and as depicted outside the fence on Exhibit “A” southeast of 160 Aviation Way.

(c) PUBLIC INGRESS AND EGRESS OUTSIDE THE FENCE. Tenant has the right of ingress and egress for public motor vehicles and pedestrians over the motor vehicle parking area depicted on Exhibit “A” to access parking spaces 2-11 and pedestrian access across existing parking area and sidewalks to entry and exit doors to the Offices.

(d) PEDESTRIAN ACCESS BEHIND THE FENCE. Tenant shall have customer pedestrian access behind the fence within the Waiting Area and between the Waiting Area and the Tie Area.

(e) **TENANT LIMITED ACCESS BEHIND THE FENCE.** In addition to the right of public ingress and egress, Tenant may also access the Premises behind the fence by motor vehicle from designated taxi ways and taxi lanes, except within the transient ramp, if the driver **is employed by the tenant and the tenant has a current** Commercial Aeronautical Activities Permit. This lease neither recognizes nor conveys any right to traverse any area of the Transient Ramp in any way.

(f) **TIE DOWNS.** Three aircraft tie-down spaces within the black rectangle marked “Skydive Surf City Tie Area” on Exhibit “B” together with access for aircraft to and from said “Tie Area” over Airport Taxi Lanes and Taxi Ways to and from Airport Runways.”

Section 2. The second paragraph of Section 2 of the Lease is amended to read as follows:

“The agreed monthly rent is TWO THOUSAND SEVEN HUNDRED SEVENTY AND 30/100 DOLLARS (\$2,770.30) (approximately \$0.65 per square foot per month.) Tenant and Landlord agree to this amount of rent without regard to whether area per square foot rent is more or less than the prescribed amounts above.”

Section 3. Exhibit “A” is deleted and replaced with a new Exhibit “A,” attached hereto and incorporated herein by this reference.


Section 4. Except as set forth in this Amendment, all of the provisions of the Lease, shall remain unchanged and in full force and effect.

Section 5. This Amendment may be executed in any number of counterparts, by facsimile signature or otherwise, all of which taken together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS, WHEREOF, the parties hereto have executed this Amendment the day set forth next to the signatures below.

| LANDLORD | TENANT |
|--|---|
| CITY OF WATSONVILLE a municipal corporation | SkyDive Surfcity, Inc., a California corporation |
| _____ By Tamara Vides, City Manager Pro Tempore |  By Jacklyn Foust, Chief Executive Officer |
| Date: _____ | Date: <u>March 25, 2022</u> |
| ATTEST: By: _____ Beatriz V. Flores, City Clerk | |
| APPROVED AS TO FORM _____ Samantha Zutler, City Attorney | |

SkyDive Surf City

Exhibit "A"

Legend

160 Aviation Way

EXHIBIT "A"

1st Floor

2nd Floor

Waiting Area

Mezzanine

A, B, C, & D = ADA Parking

1 Through 41 = Parking

