

**FIRST AMENDMENT TO JET WEST
FACILITY LEASE (280 MORTENSEN AVE.)**

THIS FIRST AMENDMENT TO THE FACILITY LEASE AGREEMENT (“Amendment”), made and entered into this 1st day of January 2024, by and between the City of Salinas, a California charter city and municipal corporation of the State of California (“Lessor”) and Jet West, Inc., a California Corporation (“Lessee”).

RECITALS

WHEREAS, on September 1, 2009, by way of Resolution No. 19745, the Lessor and Lessee entered into a Facility Lease (“Lease”) for certain real property (the “Leased Premises”) as more particularly described in the Lease; and

WHEREAS, the Lessee financed long-term tenant improvements to the facility to meet American Disabilities Act (ADA) building standards and desires reimbursement for said improvement; and

WHEREAS, Lessor and Lessee, subject to the terms and conditions set forth below, desire to amend the Lease for tenant improvement reimbursements through rental abatement as set forth below; and

WHEREAS, Lessor and Lessee desire to enter into this Amendment to memorialize these changes; and

WHEREAS, all terms not expressly defined herein shall have the same meaning as defined in the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations, and warranties contained in this Amendment, the parties agree to enter into this transaction based on the following terms and conditions:

1. **Rent.** In consideration for ADA Tenant Improvements made to the facility by the Lessee, the monthly rental amount shall be abated by \$1,180.60 per month for a period of 12 months (or the reimbursement is fully satisfied) in connection with the City of Salinas Customer Account #208 for the facility lease for 280 Mortensen Avenue. Following the exhaustion of the reimbursement, the monthly rental amount will return to the regularly scheduled monthly payment amount.

2. **Effective Date.** This Amendment shall be effective as of January 1, 2024.

3. **No Further Modifications.** Except as expressly modified herein, all other provisions of the Lease shall remain in full force and effect without amendment or modification.

In Witness Whereof, the undersigned have executed this Lease Amendment to the Facility Lease as of the dates written below.

LESSOR:

CITY OF SALINAS

Kimbley Craig, Mayor

Dated: _____

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Dated: _____

ATTEST:

Patricia M. Barajas, City Clerk

Dated: _____

RECOMMENDED FOR APPROVAL:

Brett J. Godown, Airport Manager

Dated: _____

LESSEE:

JET WEST, INC.

Ryan Gauger, President

Dated: _____

EXHIBIT A
ADA IMPROVEMENTS