

FRESNO YOSEMITE INTERNATIONAL AIRPORT

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

By and Between

CITY OF FRESNO,
a California municipal corporation

and

SKYWEST AIRLINES, INC.,
a Utah corporation

This FIRST AMENDMENT TO GROUND LEASE (AMENDMENT) is entered into on this _____ day of _____, 2016, between by and between the City of Fresno, a municipal corporation ("Lessor" or "City"), and SkyWest Airlines, Inc., a Utah corporation ("Lessee"), admitted in good standing to do business in California. Lessor and Lessee are collectively referred to as the "Parties" hereafter.

RECITALS

WHEREAS, Lessor owns and operates an airport in the City of Fresno, Fresno County, California, known as Fresno Yosemite International Airport ("Airport"); and

WHEREAS, the Parties entered into a Ground Lease dated September 1, 2016 (Lease); and

WHEREAS, the Parties desire to amend the Lease to add provisions for Security Deposit requirements and Late Payment Fees that were unintentionally omitted from the original Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein, and for good and valuable consideration hereby acknowledged, the Parties hereby agree the aforesaid Lease is amended as follows:

1. Section 4, Paragraph C shall be added to the Lease as follows:

C. Security Deposit.

Lessee shall provide to City a Security Deposit in an amount equal to three (3) month's Rent, Fees and Charges. Such deposit shall be in the form of cash, a Surety Bond issued by an insurance company authorized to do business in the State of California and authorized to write such bonds in said State, or a non-revocable Letter of Credit established in favor of City for the account of Lessee by a federally chartered bank acceptable to City, guaranteeing the faithful performance of all of the covenants and conditions herein to be performed by Lessee. Upon the expiration or termination of this License, and the payment of all fees and charges due to the City for the privileges granted in this License, the Security Deposit shall be refunded to Lessee, provided there are no other outstanding claims or charges against Lessee. City shall not be required to pay, and City shall not pay, any interest on this Security Deposit.

2. Section 4, Paragraph D shall be added to the Lease as follows:

D. Late Payment Charge.

Should any installment of monthly fees accruing to City under the provisions of this Lease not be received by City within five (5) calendar days after such shall become due, a late payment charge equal to one and one half percent (1.5%) of the overdue amount added thereto and constituting a part thereof shall be imposed by City each and every month until the entire delinquent amount is received by City.

3. This Amendment shall become part of and subject to the terms and conditions of the Lease, which except as modified herein remains unchanged and in full force and effect.

4. Should any term or condition expressly set forth in this Amendment conflict with the terms and conditions of the Lease, the terms and conditions expressly set forth in this Amendment shall prevail.

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IN WITNESS WHEREOF, City has caused this Amendment to be executed by its duly authorized officer, and Lessee has executed the same, as of the date first above written.

LESSOR
CITY OF FRESNO
a California municipal corporation

LESSEE:
SkyWest Airlines, Inc.
A Utah Corporation

By: _____
Kevin R. Meikle,
Director of Aviation

By: Wade Steel
Name: Wade Steel
Title: Chief Commercial Officer

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: William C. Dykes
Name: William C. Dykes
Title: Vice President, Maintenance

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Amanda B. Freeman 10/27/16
Amanda B. Freeman Date
Deputy City Attorney

Address for Notice:
City of Fresno
Airports Department
4995 E. Clinton Way
Fresno, CA 93727

Address for Notice:
SkyWest Airlines, Inc.
A Utah Corporation
444 South River Rd.
St. George, UT 84790