

FRESNO YOSEMITE INTERNATIONAL AIRPORT
AIRPORT LEASE AGREEMENT

SECOND AMENDMENT TO GROUND LEASE AGREEMENT

By and Between

CITY OF FRESNO,
a California municipal corporation

and

SKYWEST AIRLINES, INC.
A Utah corporation

THIS SECOND AMENDMENT TO GROUND LEASE (Amendment No. 2) is made and entered into as of the 10th day of July 2026, by and between the City of Fresno, Airports Department, a municipal corporation (Lessor), and SKYWEST AIRLINES, INC., a Utah Corporation (Lessee), (Lessor and Lessee herein together referred to as the Parties).

RECITALS

WHEREAS, Lessor owns and operates Fresno Yosemite International Airport (FAT), formerly and also known as Fresno Air Terminal, a public use airport located at 5175 E. Clinton Way in the City of Fresno, County of Fresno, State of California; and

WHEREAS, Pursuant to the City of Fresno (City), City Council Resolution No. 2023-113, all of FAT's Airfield Parcel(s) (all parcels located within the airfield's perimeter fence line) are "exempt surplus land pursuant to California Code Section 5422(f)(1)(G) . . . and therefore [are] not required to comply with the provisions of [the] Surplus Land Act (Govt. Code Section 54220, et. seq.) so long as [the] City retains ownership of the Airfield Parcel"; and

WHEREAS, Parties entered into an Ground Lease Agreement (Lease), attested on August 30, 2016, for 5574, 5584, and 5588 E. Aircorp Way, Fresno, California 93727 (Leasehold), which is located at FAT; and

WHEREAS, the Parties amended the Lease (via Lease Amendment No. 1), attested November 30, 2016, in which the Parties amended the Lease to include Security Deposit and Payment and Terms; and

WHEREAS, with this Amendment, the Parties desire to amend the Lease, once more, where Lessor will allow Lessee to extend the Lease's term on a year-to-year basis with auto annual renewal extending to August 31, 2036.

AMENDMENTS TO THE AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 3 of the Lease is amended and replaced and re-written to read as follows:
 - A. The initial term of this Lease shall be for three (3) years commencing September 1, 2016.
 - i. First option of Lessee extending such initial term for up to seven (7) one-year extensions, for a total of up to ten (10) years ending no later than August 31, 2026.

ii. Second option of Lessee to extend on a year-to-year basis, ending no later than August 31, 2036, unless terminated earlier in the manner and under the conditions herein provided.

- B. If Lessee elects to exercise first option, then Lessee shall provide Lessor with written notice no less than ninety (90) days prior to the expiration of the initial three-year term or any subsequent one-year extension.
 - C. In the event Lessee remains in possession of the Leased Premises or any part thereof following the end of the term of this Lease, and thus hold over the term hereof with or without the express written consent of Lessor, such holding-over occupancy shall be a tenancy from month to month only, terminable by either party hereto upon service of a minimum of thirty (30) days advance written notice upon the other party. Such holding over shall be subject to all of the terms, covenants, conditions, and provisions of this Lease applicable to a month-to-month tenancy. During this hold-over period, Lessor shall have the right to increase rental pursuant to Section 4, Paragraph C below.
- 2. Section 9 of the Lease is hereby amended in its entirety and replaced with the Insurance Requirements set forth in Exhibit A, attached hereto and incorporated herein by reference.
 - 3. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
 - 4. Except as amended herein, the Agreement shall be and remain in full force and effect.

[Signatures to follow on next page]

IN WITNESS WHEREOF, Lessor has caused this Lease Amendment No. 2 to be executed and issued by its City Manager, and Lessee, by the signature(s) of its duly authorized officer(s) hereunto below affixed, has accepted this Lease Amendment No. 2 has been executed by the duly authorized officers of the parties on the Lease Amendment No. 2 Effective Date set out below:

CITY OF FRESNO, CALIFORNIA

A Municipal Corporation

By: _____

Georgeanne A. White,
City Manager

Address for Notice:

City of Fresno, Airports Department
4995 E. Clinton Way
Fresno, CA 93727

APPROVED AS TO FORM:

ANDREW JANZ

City Attorney

By: Christine Charitar 7/14/2026
86086C2419387F5...

Christine C. Charitar Date
Deputy City Attorney

ATTEST:

Amy K. Aller
City Clerk

By: _____
Deputy Date
City Clerk

Attachments:

Exhibit A – Insurance Requirements

Exhibit B – Conflict of Interest

SKYWEST AIRLINES, INC.

A Utah Corporation

Signed by:
By: Joe Sigg
FE2BE6A81F764EE...

Title: VP Maintenance
(Board Chair, President or Vice President)

By: _____

Title: _____
(CFO, Treasurer, Secretary or Assistant Secretary)

Address for Notice:

SkyWest Airlines, Inc.
444 South River Road
St. George, UT 84790

EXHIBIT A

INSURANCE REQUIREMENTS **SKYWEST LEASE ("Lessee") LEASE AGREEMENT**

(a) Throughout the term of this Lease, LESSEE shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, LESSEE or any of its contractors, subcontractors, or consultants fail to maintain any required insurance in full force and effect, all services and work under this Lease shall be discontinued immediately, until notice is received by CITY that the required insurance has been restored to full force and effect. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve LESSEE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by LESSEE shall not be deemed to release or diminish the liability of LESSEE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LESSEE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of LESSEE, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

A.

1. AVIATION/AIRPORT OR GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include coverage for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, hangar keepers legal liability, products and completed operations, and contractual liability (including, without limitation, indemnity obligations under this Lease), with limits of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$5,000,000 aggregate

for products and completed operations and \$10,000,000 general aggregate. Lessee may substitute Airport Liability insurance for this insurance provided the coverage is as broad as required and the limits of liability are not less than required.

2. AIRCRAFT HULL AND LIABILITY insurance shall include coverage for bodily injury to passengers and non-passengers, property damage and cargo legal liability with combined single limits of liability of not less than \$10,000,000 per occurrence and aggregate for bodily injury, property damage and cargo legal liability for fixed wing aircraft and \$10,000,000 per occurrence and aggregate for bodily injury, property damage and cargo legal liability for rotorcraft.
 3. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 -Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and property damage.
 4. WORKERS' COMPENSATION insurance as required under the California Labor Code.
 5. EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.
 6. POLLUTION LIABILITY insurance with limits of liability of not less than \$2,000,000 per claim/occurrence and \$4,000,000 aggregate.
- B. In the event Lessee purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).
- C. Lessee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Lessee shall also be responsible for payment of any self-insured retentions.
- D. All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in

limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Lessee shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during this Lease, Lessee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

- E. The Airport Liability (or General Liability, if applicable), Aircraft Liability, Pollution and Automobile Liability insurance policies shall be written on an occurrence form
- F. The Airport Liability (or General Liability, if applicable), Aircraft Liability, Pollution and Automobile Liability insurance policies shall include, or be endorsed to include the City, its officers, officials, agents, employees and volunteers as an additional insured for all operations.
- G. The Airport Liability (or General Liability, if applicable), Aircraft Liability, Pollution and Automobile Liability insurance policies shall be endorsed so Lessee's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

All policies of insurance shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.

- H. Lessee shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or his/her designee prior to City's execution of the Lease.** Such evidence of insurance shall be provided City at the following address:

City of Fresno Airports Department
4995 E. Clinton Way
Fresno, CA 93727

- I. Upon request of City, Lessee shall immediately furnish City with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Lease.

- J. Lessee and its insurers hereby waive all rights of recovery against City and its officers, officials, employees, agents and volunteers, on account of injury, loss by or damage to the Lessee or its officers, officials, employees, agents, volunteers, invitees, consultants, subconsultants, contractors and subcontractors, or its property or the property of others under its care, custody and control. Lessee shall give notice to its insurers that this waiver of subrogation is contained in this Lease. This requirement shall survive termination or expiration of this Lease.

If Lessee should contract any work on the Premises or subcontract any of its obligations under this Lease, Lessee shall require each consultant, subconsultant, contractor and subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the consultants', subconsultants', contractors' or subcontractors' certificates and endorsements shall be on file with Lessee prior to the commencement of any work by the consultant, subconsultant, contractor or subcontractor.

EXHIBIT B

DISCLOSURE OF CONFLICT OF INTEREST

Second Amendment to Ground Lease Agreement
SkyWest Airlines. Inc.

between City of Fresno ("Fresno")
 ("SkyWest Airlines, Inc")

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

None

☐ Additional page(s) attached.

Signed by:

Joe Sign
 Signature

7/10/2026

Date

7/10/2026

(name)

SkyWest Airlines

(company)

444 S. River Road

(address)

St. George, UT 84790

(city state zip)