

FIRST AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT is executed by and between the CITY of SAN DIEGO, a municipal corporation (CITY), and PACIFIC WINGS, LLC (LESSEE).

WITNESSETH

WHEREAS, by Month-to-Month Lease Agreement executed by CITY and LESSEE on February 19, 1998, filed in the Administrative Offices at Montgomery Field Airport, , CITY leased to LESSEE certain real property on Montgomery Field Airport, in the City of San Diego, County of San Diego, State of California, more particularly described in said Lease Agreement, and

WHEREAS, the parties hereto now desire to amend said Lease Agreement by adding .23 acres to the Premises and increasing the rent accordingly;

NOW THEREFORE, CITY AND LESSEE HEREBY AGREE:

I. Paragraph 1.1 Premises. is deleted in its entirety and the following substituted therefor:

1.1 Premises. City hereby leases to LESSEE and LESSEE leases from CITY all that certain real property consisting of approximately 4.9 acres on Portions of Lots 16 & 17 and Suites "A" and "C" in the Airport Terminal Building, situated in the City of San Diego, County of San Diego, State of California, delineated on Exhibit "A", attached hereto, and by this reference made part of this rental agreement. Said real property is hereinafter called the "premises" or "leased premises".

II. Paragraph 3.2 Rent. Is deleted in its entirety and the following substituted therefor:

3.2 Rent. The total initial monthly flat-rate rent is Two thousand, three hundred fifty dollars (\$2,350) per month, and it shall be increased to Two Thousand, Four Hundred Sixty-four (\$2,464) on October 1, 1998, with periodic adjustments thereafter to reflect increases in the Consumer Price Index for "All Urban Consumers" for Los Angeles/Long Beach/Anaheim, California, or if this index is no longer in use at the time of the adjustment, whichever alternative current index is selected by the CITY.

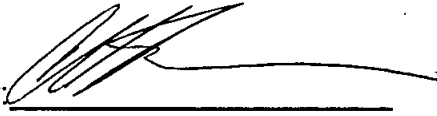
III. This First Amendment shall become effective on October 1, 1998.

IV. All other terms and conditions of the lease shall remain the same.

IN WITNESS WHEREOF, this First Amendment to said Lease Agreement is executed by CITY, acting through its City Manager or his designee, and LESSEE, on this day and year set forth below:

THE CITY OF SAN DIEGO
MICHAEL T. UBERUAGA,
City Manager

Date: 9-29-98

By: 
Supervising Property Agent

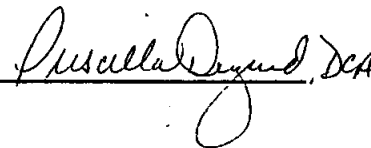
LESSEE:
PACIFIC WINGS, LLC

Date: 9-26-98

By: 

APPROVED as to form and legality this 30th day of September, 1998

CASEY G. GWINN, City Attorney

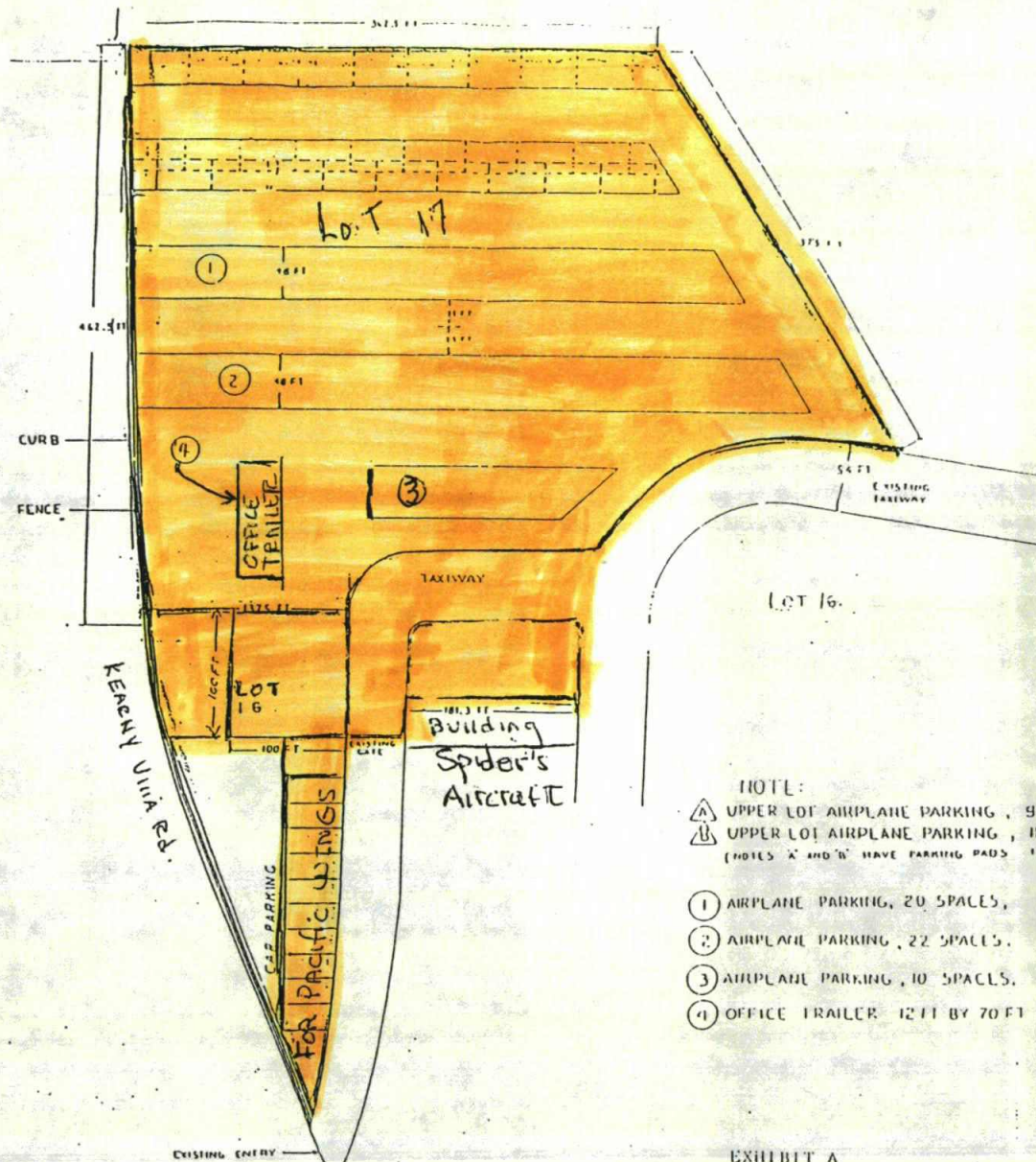
By:  DCA

CITY ATTORNEY
CASEY G. GWINN
CIVIL DIVISION

file: amdpw

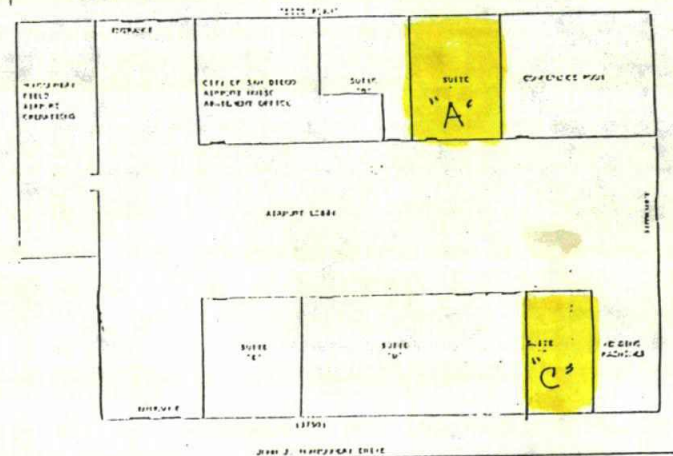
SECTION 11: EXHIBITS "A". Premises Map and Description:

Description of Premises: Portions of Lots 16 7 17 at Montgomery Field containing a total of 4.7 acres and Suites "A" (150 sq. ft.) and "C" (90 sq. ft.), delineated below.



- NOTE:
- Ⓐ UPPER LOT AIRPLANE PARKING, 9
 - Ⓑ UPPER LOT AIRPLANE PARKING, 18
 - (NOTES 'A' AND 'B' HAVE PARKING PADS 12')
 - ① AIRPLANE PARKING, 20 SPACES,
 - ② AIRPLANE PARKING, 22 SPACES.
 - ③ AIRPLANE PARKING, 10 SPACES.
 - ④ OFFICE TRAILER 12'11" BY 70'11"

EXHIBIT A



SECOND AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT is executed by and between the CITY of SAN DIEGO, a municipal corporation (CITY), and PACIFIC WINGS, LLC (LESSEE).

WITNESSETH

WHEREAS, by Month-to-Month Lease Agreement executed by CITY and LESSEE on February 19, 1998, filed in the Administrative Offices at Montgomery Field Airport, , CITY leased to LESSEE certain real property on Montgomery Field Airport, in the City of San Diego, County of San Diego, State of California, more particularly described in said Lease Agreement, and

WHEREAS, the parties hereto now desire to amend said Lease Agreement by deleting Suites "A" and "C" (240 square feet) from the premises and decreasing the rent accordingly;

NOW THEREFORE, CITY AND LESSEE HEREBY AGREE:

- I. Paragraph 1.1 Premises is deleted in its entirety and the following substituted therefor:
 - 1.1 Premises. City hereby leases to LESSEE and LESSEE leases from CITY all that certain real property consisting of approximately 4.9 acres on Portions of Lots 16 & 17, situated in the City of San Diego, County of San Diego, State of California, delineated on Exhibit "A", attached hereto, and by this reference made part of this rental agreement. Said real property is hereinafter called the "premises" or "leased premises".
- II. Paragraph 3.2 Rent Is deleted in its entirety and the following substituted therefor:
 - 3.2 Rent. The total initial monthly flat-rate rent is Two thousand one hundred twenty-three dollars (\$2,123) per month, with periodic adjustments thereafter to reflect increases in the Consumer Price Index for "All Urban Consumers" for Los Angeles/Long Beach/Anaheim, California, or if this index is no longer in use at the time of the adjustment, whichever alternative current index is selected by the CITY.
- III. This Second Amendment shall become effective on January 18, 1999.
- IV. All other terms and conditions of the lease shall remain the same.

IN WITNESS WHEREOF, this Second Amendment to said Lease Agreement is executed by CITY, acting through its City Manager or his designee, and LESSEE, on this day and year set forth below:

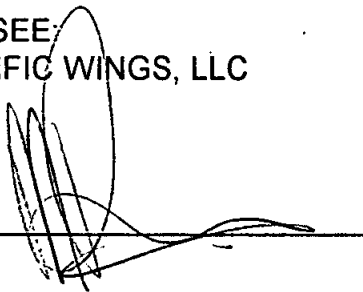
THE CITY OF SAN DIEGO
MICHAEL T. UBERUAGA,
City Manager

Date: 12/22/98

By: 
Supervising Property Agent

LESSEE:
PACIFIC WINGS, LLC

Date: 12-21-98

By: 

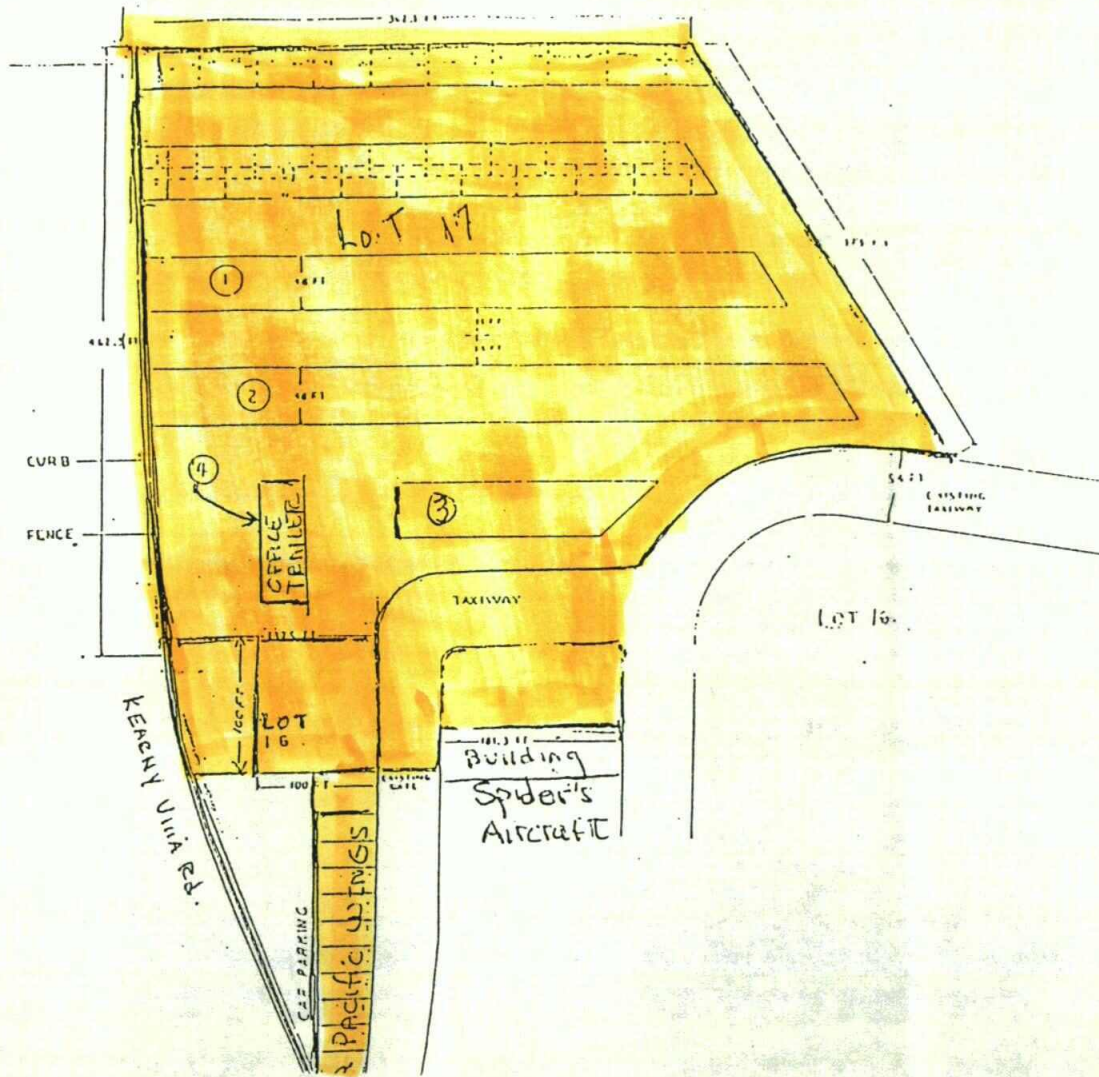
APPROVED as to form and legality this 23 day of December, 1998

CASEY G. GWINN, City Attorney

By: 

file: amdpw.2

SECTION 11: EXHIBITS "A". Premises Map and Description.
 Description of Premises: Portions of Lots 16 & 17 at Montgomery Field
 containing a total of 4.9 acres



THIRD AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT is executed by and between the CITY of SAN DIEGO, a municipal corporation (CITY), and PACIFIC WINGS, LLC (LESSEE).

WITNESSETH

WHEREAS, by Month-to-Month Lease Agreement executed by CITY and LESSEE on February 19, 1998, filed in the Administrative Offices at Montgomery Field Airport, CITY leased to LESSEE certain real property on Montgomery Field Airport, in the City of San Diego, County of San Diego, State of California, more particularly described in said Lease Agreement, and

WHEREAS, the parties hereto now desire to amend said Lease Agreement by reducing the size of the premises (from 4.9 acres to .25 acres) and decreasing the rent proportionately;

NOW THEREFORE, CITY AND LESSEE HEREBY AGREE:

I. Paragraph 1.1 Premises is deleted in its entirety and the following substituted therefore:

- 1.1 Premises. City hereby leases to LESSEE and LESSEE leases from CITY all that certain real property consisting of approximately .25 acres on Portions of Lots 16 and 17, situated in the City of San Diego, County of San Diego, State of California, as delineated on Exhibit "A", attached hereto, and by this reference made part of this rental agreement. Said real property is hereinafter called the "premises" or "leased premises".

II. Paragraph 3.2 Rent. Is deleted in its entirety and the following substituted therefore:

- 3.2 Rent. The total initial monthly flat rate rent is One hundred and seventy-five dollars (\$175) per month on a month-to-month basis, subject to CITY's right, upon thirty (30) days notice, to increase said rent.

The City Manager, in his sole discretion, may approve another rent amount for each other incidental service or operation supplementary to the permitted use(s) to the permitted uses(s) set forth under Section 1.2 Uses, hereof as may be approved in writing by the City's Airports Director, prior to commencement of such other service(s) or operations(s).

III. This Third Amendment shall become effective on February 1, 2002.

IV. All other terms and conditions of the lease shall remain the same.

IN WITNESS WHEREOF, this Third Amendment to said Lease Agreement is executed by CITY, acting through its City Manager or his designee, and LESSEE, on this day and year set forth below:

THE CITY OF SAN DIEGO
MICHAEL T. UBERUAGA,
City Manager

Date: 2-19-02

By: Tracy L. Means
Tracy L. Means, AAE
Airports Director

LESSEE:
PACIFIC WINGS, LLC

Date: Feb. 14, 2002

By: Alymbo V. [Signature]

Approved as to form and legality this 20th day of Feb, 2002.

CASEY G. GWINN, City Attorney

By: Debra Bevier
Debra Bevier, Deputy City Attorney

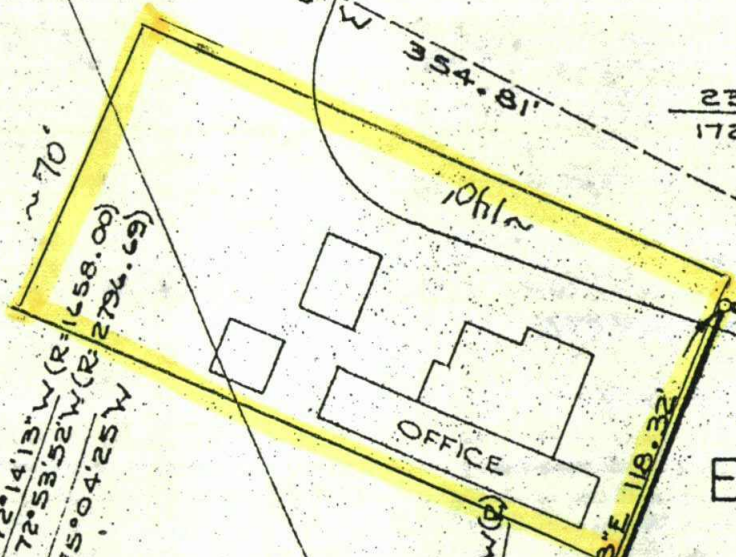
Exhibit "A"

DBA
DAVID BUTLER
3.1523 AC.

EXPLORER
SCOUTS
0.2537 AC.

KEARNY

DIRT
PARK



SHACK

$\Delta = 7^{\circ} 18' 21''$
 $R = 1658'$
 $L = 211.41'$

$R = 1658'$
 $\Delta = 7^{\circ} 32' 51''$
 $L = 218.41'$

CTR. R: 1658'
236,356.35
1725,344.61

CTR. R: 2796.69'
236,133.52
1726,465.75

$R = 2796.69'$
 $\Delta = 0^{\circ} 10' 31''$
 $L = 8.52'$

$\Delta = 2^{\circ} 40' 43''$
 $R = 2368.35'$
 $L = 110.72'$

$\Delta = 2^{\circ} 27' 06''$
 $R = 2368.35'$
 $L = 101.34'$

$\Delta = 80^{\circ} 12' 14''$ (R)
 $S 69^{\circ} 41' 38''$ E 163.21'

$\Delta = 18^{\circ} 22' 22''$ E

DBA

HANG

$\Delta = 25^{\circ}$

10,000 ft² = 0.2296 ACRE

236,651.42
1725,846.18

$\Delta = 35^{\circ}$
 $R = 50'$
 $L = 29'$