

FIRST AMENDMENT TO PUBLIC AIRCRAFT LEASE AND SERVICES AGREEMENT

This "FIRST AMENDMENT TO PUBLIC AIRCRAFT LEASE AND SERVICES AGREEMENT" (this "First Amendment") is made and entered into by and between the Ventura County Fire Protection District ("District"), a fire protection district operating pursuant to California Health & Safety Code section 13800 et seq., and Coulson Aviation USA, Inc., a limited liability company organized under the laws of the State of Oregon ("CAI"). Hereinafter, the District and CAI may be referred to collectively as the "Parties."

RECITALS

A. On or about June 21, 2022, the Parties entered into that certain agreement entitled "PUBLIC AIRCRAFT LEASE AND SERVICES AGREEMENT" for the lease, maintenance, and operation of certain aircraft and related equipment (the "Original Agreement").

B. The Original Agreement was entered into on condition that a separate funding agreement between the District and Southern California Edison ("SCE") for the provision of funds to cover the District's costs for any aircraft stand-by charges (non-flight, non-operation time) incurred by the District under the Original Agreement be executed between the District and SCE.

C. On or about June 9, 2022, the District and SCE entered into a funding agreement whereby SCE agreed to pay the District its costs for any aircraft stand-by charges (non-flight, non-operation time) incurred by the District under the Original Agreement.

D. The Original Agreement defines the "Term" as a period of 165 calendar days from the commencement date of June 24, 2022;

E. The Original Agreement defines "Daily Rental Payment" as the amount of \$22,050 per day.

F. The Parties wish to extend the term of the Original Agreement by 7 calendar days (the "7-day extension period"), for a total term of 172 calendar days. CAI also agrees to not charge the District the "Daily Rental Payment" for the 7-day extension period.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and with reference to the above recitals, the Parties agree as follows:

1. The definition of "Term" in section 1 of the Original Agreement is hereby modified to read as follows: "Term" means a period of 172 calendar days from the Commencement Date.
2. CAI shall not charge the District the Daily Rental Payment for the 7-day extension period.

3. Except for the changes and modifications expressly described in this First Amendment, all other terms and conditions of the Original Agreement shall remain in effect
4. The Parties agree that this First Amendment may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures in accordance with California Civil Code Section 1633.7 and California Government Code Section 16.5.

IN WITNESS WHEREOF, the Parties have executed this First Amendment through their duly authorized representatives as of the last date set forth below.

**VENTURA COUNTY FIRE
PROTECTION DISTRICT**

By: 

Name: Dustin Gardner

Title: Fire Chief

Date: December 2, 2022

COULSON AVIATION USA INC

By: 

Name: Britton Coulson

Title: President and COO

Date: December 1, 2022