

FIRST AMENDMENT TO EXHIBIT B – FEE SCHEDULE

This First Amendment to Exhibit B - Fee Schedule (this “**Amendment**”) is entered into effective as of February 9, 2022 (“**Effective Date**”), by and between Truckee Tahoe Airport District (“**TTAD**”) and Flight Tech Engineering, LLC (“**Flight Tech**”). TTAD and Flight Tech are sometimes referred to herein each as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, TTAD and Flight Tech are each party to that certain Ownership Master Services Agreement dated May 18, 2021 (the “**Agreement**”) whereby Flight Tech may perform certain Services and deliver certain Deliverables from time to time under Scopes of Work (SOWs) agreed by the Parties.

WHEREAS, TTAD hereby elects to proceed with the Subsequent Tasks as defined in the Agreement and notwithstanding anything to the contrary in the Agreement or Exhibit A – Scope of Work attached thereto, agrees to have Flight Tech perform the Flight Validation described therein in accordance with the provisions of this Amendment.

WHEREAS, by this Amendment the Parties are amending Exhibit B – Fee Schedule attached to the Agreement to allow for the delivery of certain Deliverables and provision of related Services associated with the Subsequent Tasks with TTAD owning such Deliverables and Services and all rights therein as Special procedures as described in the Agreement and its Exhibit A – Scope of Work with the possible exception of the RNAV RWY 11 & 29 Departure Procedures which may be developed as Public procedures at TTAD’s election and the FAA’s acceptance as such. Furthermore, should the FAA not approve any Flight Procedure agreed to in this Amendment, TTAD agrees to compensate Flight Tech on a time and materials basis in accordance with Exhibit B – Fee Schedule Section 5 for the work accomplished.

WHEREAS, capitalized terms not defined herein have the same meaning as set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TTAD and Flight Tech agree as follows:

1. Amendments to Section 2.1 of Exhibit B – Fee Schedule. The Parties hereby amend Section 2.1 to read as follows:

Section 2.1 - One-time development costs listed by procedure

One Time Development Costs	
Instrument Approach Procedures (IAPs)	Amount
RNAV (GPS) M RWY 11 (Advanced WAAS)	\$65,000.00
RNAV (GPS) M RWY 29 (Extended Visual)	\$55,000.00
RNAV Extended Visual Instrument Approach Procedures (IAPs)	
RNAV (GPS) N RWY 29 – Lake Tahoe South Arrival	\$42,500.00
RNAV (RNP) P RWY 29 – RNP-AR 0.30	\$42,500.00

RNAV Departure Procedures (either as Specials or Public DPs)	Amount
RNAV RWY 11	\$18,000.00
RNAV RWY 29	\$18,000.00
Commissioning Flight Inspection	Amount
Flight Tech provided aircraft w/Flight Tech Evaluator (includes travel, process & submit FAA inspection report). Price is "Not to Exceed"	\$35,000.00

Furthermore, the Parties agree to remove **Note #1, Note #2, Note #3 and DP Note** from Section 2.1.

2. Amendment to Section 2.2 of Exhibit B – Fee Schedule. The Parties hereby agree to remove Section 2.2 in its entirety.

3. Amendment to Section 3 of Exhibit B – Fee Schedule. The Parties hereby amend Section 3 to read as follows:

Section 3 - Maintenance Fees for Instrument Approach Procedures

Reoccurring Maintenance Fees		
Description	Frequency	Amount
OE/AAA Obstacle & NOTAM Monitoring Service	Continuous (billed biannually)	\$25,000.00/yr.
Flight Segment Obstacle Validation & FAA report submission	Every 540 Days	\$6,700.00
IFP Periodic Review*	Every Two Years	\$4,500.00

4. Amendment to Section 4 of Exhibit B – Fee Schedule. The Parties hereby amend Section 4 to read as follows:

Section 4 - Milestone Payments

Over the course of the project, Flight Tech will invoice TTAD based on the following milestone achievements in accordance with the billing terms of the Agreement.

Milestone Payments		
Milestone Number	Description of completed Work:	Amount
One	Execution of Agreement	\$20,000.00
Two	Completion of Flight Validation	Flight Validation costs (not to exceed \$35,000.00) plus the balance of the IFP Initial Tasks and 50% of the One Time Development Costs from Section 2.1
Three	Upon FAA approval of each IFP	The balance of the One Time Development Costs from Section 2.1

5. Effect of Amendment. Except for the amendments to Exhibit B – Fee Schedule agreed to herein, in all other respects, all terms, conditions and provisions of the Agreement, Exhibit A – Scope of Work, and Exhibit B – Fee Schedule shall continue to inure and bind the Parties. If there is any conflict between the provisions of this Amendment and Exhibit B – Fee Schedule, the Amendment agreed to herein shall control.

6. Representations. Each Party hereby represents to the other Party that it has full power and authority to execute and deliver this Amendment and to perform its obligations hereunder. This Amendment constitutes the valid and legally binding obligation of each Party, enforceable in accordance with its terms and conditions.

7. Further Action. The Parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Amendment.

8. Counterparts. This Amendment may be executed in multiple counterparts (each of which whether an original or executed electronically (including by DocuSign or Adobe Sign)) is to be deemed original for all purposes and all so executed shall constitute one Agreement, binding on all the Parties even though all the Parties are not signatories to the original or the same counterpart.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment effective as of the Effective Date set forth above.

TTAD:

Truckee Tahoe Airport District

By: _____


Name: _____

Title: _____

Date: _____

FLIGHT TECH:

Flight Tech Engineering, LLC

By:  _____

Name: Richard Scott

Title: Chief Operating Officer

Date: 2/8/22