

AMENDMENT NO. 1 TO THE AIRLINE OPERATING AGREEMENT AND TERMINAL
BUILDING LEASE BETWEEN THE CITY OF PENSACOLA AND UNITED AIRLINES, INC.
AT THE PENSACOLA INTERNATIONAL AIRPORT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) to the Airline Operating Agreement and Terminal Building Lease between the City of Pensacola and United Airlines, Inc. dated January 22, 2018 (“Original Agreement”), effective this ____ day of _____, 2018, is made by and between the City of Pensacola (“City”), a municipal corporation of the State of Florida with the business address of 222 W. Main Street, Pensacola, Florida and United Airlines, Inc. (“Airline”), a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida with the business address of 233 S. Wacker Drive, Chicago, Illinois 60606.

RECITALS

WHEREAS, the City owns, operates, and maintains the Pensacola International Airport (“Airport”) located in Escambia County, Florida to serve the traveling public with airline services; and

WHEREAS, the City and Airline entered into an Airline Operating Agreement and Terminal Building Lease dated January 22, 2018 which grants Airline certain rights, privileges, and services in connection with the use of Airport facilities in the conduct of airline’s business as a scheduled air carrier; and

WHEREAS, Airline desires, and City agrees, to add certain gate and holdroom space to the Leased Premises and adjust the lease rental rate provision in the Original Agreement upon the terms and conditions hereinafter set forth; and

WHEREAS, Article 18 of the Original Agreement provides the parties may amend the Original Agreement in writing executed by the parties.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the Airline and the City hereby agree as follows:

1. Recitals: The foregoing recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms in this Amendment No. 1 shall have the respective meanings assigned to them in the Original Agreement unless another meaning is clearly intended by the terms of this Amendment.No. 1.
2. Upon approval by the City of Pensacola, this Amendment No. 1 to the Original Agreement shall be effective upon date of execution.
3. Airline shall continue to accept and shall comply with all terms and conditions of the Original Agreement, as fully amended.

4. Exhibit C to the Airline Operating Agreement and Terminal Building Lease, pertaining to Airline Rented Space, is hereby amended by Exhibit A to this Amendment No. 1 to the Airline Operating Agreement and Terminal building Lease.
5. All other terms and conditions of the Original Agreement, as previously amended, and not further amended, hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Original Agreement as amended on the date first above written.

AIRLINE

CITY OF PENSACOLA, FLORIDA

United Airlines, Inc.

 (Name of Airline)

 Mayor, Ashton J. Hayward, III

By: _____

 (Title)

 City Clerk, Ericka L. Burnett

Approved As To Substance:

Witness: _____

 Printed Name

 Department Director/Division Head

Witness: _____

 Printed Name

Legal in form and valid as drawn:

(SEAL)

 City Attorney

Witness: _____

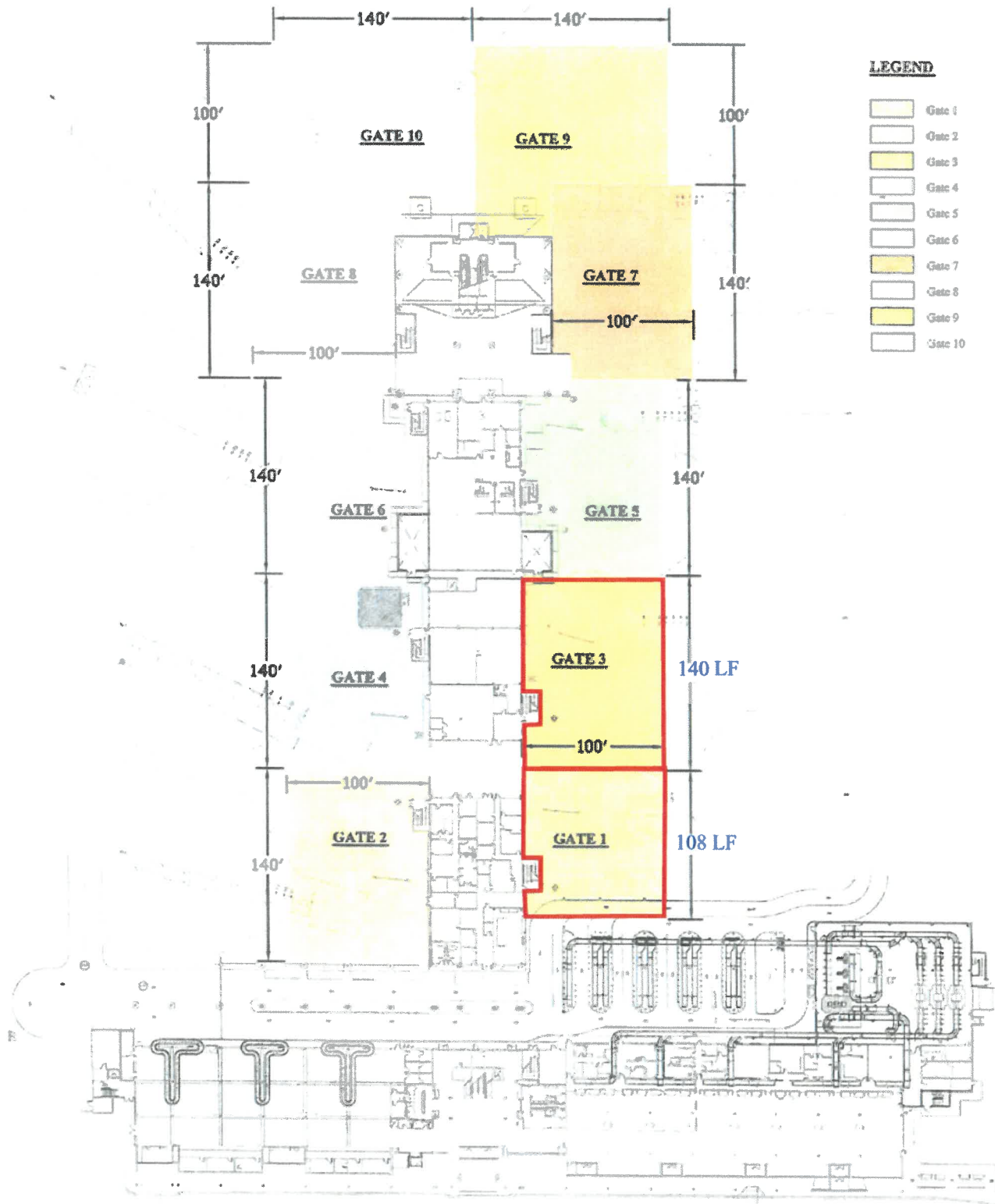
 Printed Name

Witness: _____

 Printed Name

EXHIBIT A
AIR CARRIER RAMP
UNITED- 248 LF

Category	In Linear Feet			
	Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space				
United				
	Ramp 1			108
	Ramp 3			140
ACR Total	248			248



**PREFERENTIAL SPACE
HOLDROOMS
UNITED- 4,178 SF**

Category	In Square Feet			Total
	Rented	Not Rented	Non Rentable	
Preferential Use Space				
Airline Holdrooms & Gates				
United				
	Holdroom 1			2,089
	Holdroom 3			2,089
Total Holdrooms & Gates	4,178	-	-	4,178

