LEASE AGREEMENT AT THE PENSACOLA INTERNATIONAL AIRPORT BETWEEN THE CITY OF PENSACOLA AND SKYWARRIOR FLIGHT TRAINING, LLC

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 TO THE LEASE AGREEMENT of September 5, 2023, (hereinafter referred to as "Amendment No. 1"), is made and entered into this _____ day of _____, 20____, by and between the City of Pensacola, a municipal corporation of the State of Florida (hereinafter referred to as "City") and Skywarrior Flight Training, LLC., a Florida limited liability company, (hereinafter referred to as "Operator"), (Each at times hereinafter referred to also as "party" or collectively "parties"),

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Pensacola International Airport (hereinafter referred to as "Airport") located in Escambia, County, Florida; and

WHEREAS, City and Operator entered into a Lease Agreement dated September 5, 2023, whereby the City granted Operator the right lease land and improvements at Pensacola International Airport in order to conduct commercial aeronautical services/activities described as Flight Training at the Airport; and

WHEREAS, the parties now desire to amend the Lease Agreement upon the terms and conditions hereinafter set forth in order to reduce the square footage of the leased premises, adjust the annual rental rate to market and remove the requirement to maintain Hangar Keepers Insurance;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Lease Agreement is hereby amended as follows:

1. Section 6 – Leased Premises, is hereby amended to read:

These premises encompass that certain 3500 square foot building to the west of the remaining structures that are situated at the address of 2400 Airport Boulevard, Pensacola, Florida 32504, more particularly shown on Exhibit A attached hereto and incorporated by reference. The Leased Premises excludes the exterior patio space on the airfield side of the building.

2. Section 11 - Rent & Fees, is hereby amended to read:

Lease	Annual	Square	Annual
Term	Rate	Footage	Rent

Commencement Date \$8.00 x 3500 = \$28,000.00

- 3. Attachment "B": Section 2 The term Hangar Keepers Liability is deleted from the heading and Paragraph 3 titled Hangar Keepers Liability Insurance is deleted in its entirety.
- 4. Exhibit A is deleted in its entirety and replaced with Attachment A to this Amendment No. 1.
- 5. All other terms and conditions of the Lease Agreement dated September 5, 2023, not amended hereby shall remain in full force and effect.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

EXECUTED in multiple original copies to be effective as of the day and year first above written.

CITY OF PENSACOLA a Municipal Corporation

By____ Mayor, D.C. Reeves

Attest:

City Clerk, Erika L. Burnett

Witnesses:

Sign_____

Print_____

Sign_____

Print_____

STATE OF FLORIDA COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this _____ day of _____, 20____ by D.C. Reeves, the Mayor of the City of Pensacola, a municipal corporation, for and on behalf of the City, and who is personally know to me.

GIVEN under my hand the official seal this _____ day of _____, ____,

Legal in form and execution:

Approved as To Substance:

City Attorney

Airport Director

Skywarrior Flight Training, LLC.

By_____ Manager, George B. Sigler

Attest:

Witnesses:

Sign_____

Print_____

Sign

Print

STATE OF FLORIDA COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this ____ day of ____, 20____ by the President of Skywarrior Flight Training, LLC., a Florida corporation, for and on behalf of the corporation and who is personally know to me.

GIVEN under my hand the official seal this _____ day of _____, ____,

Attachment "A"

EXHIBIT A



Leased Premises 3,500 square feet



Predesignated Parking Area