

LEASE AND OPERATING AGREEMENT BY AND BETWEEN THE CITY OF
PENSACOLA AND PENSACOLA AVIATION CENTER, LLC (f/k/a Aerose LLC)

AMENDMENT NO. 6

THIS AMENDMENT NO. 6 TO THE LEASE AND OPERATING AGREEMENT of July 29, 2004 (hereinafter referred to as "Amendment No. 6"), 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 Pensacola Aviation Center, LLC, a Florida Limited Liability Company authorized to transact business in the State of Florida with an address of 4145 Maygarden Road, Pensacola, Florida 32504, and the Federal Tax Identification Number of 59-3688156, (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 Aerose LLC entered into an Agreement dated July 29, 2004 whereby Aerose LLC leased certain property at the Pensacola International Airport to store and house aircraft owned by the Operator; and

WHEREAS, said Lease Agreement was amended on May 8, 2008 whereby Aerose LLC leased additional property in the aviation fuel farm area for the installation of an above-ground fuel tank facility; and

WHEREAS, said Lease Agreement was amended on January 24, 2013 whereby the City granted Aerose LLC the right to conduct commercial aeronautical services/activities described as Full Service Fixed Base Operations at the Airport; and

WHEREAS, said Lease Agreement was amended on July 16, 2015 to lease certain space in the Airport Terminal Building on a month-to-month basis; and

WHEREAS, on August 2, 2016, Aerose LLC assigned all of its rights, title, interest, and leasehold estate in, to, and under the lease to Pensacola Aviation Center, LLC, and Pensacola Aviation Center, LLC assumed the Lease and Operating Agreement; and

WHEREAS, said Lease Agreement was amended on November 10, 2020 to extend the lease to allow for the amortization of certain construction costs; and

WHEREAS, said Lease Agreement was amended on January 6, 2021 to decrease

the square footage of the Leased Premises and adjust the lease rental rate provision in the Lease Agreement; and

WHEREAS, the parties now desire to amend the Lease Agreement in order to modify the construction completion period as stipulated in Amendment No. 4.

1. Article 1 – Leased Premises, Exclusive Use Leased Premises, Leased Premises Number 2 as last modified under Amendment No. 4 is hereby amended to read:

LEASED PREMISES NUMBER 2

Leased Premises Number 2 is leased to Operator as Exclusive Use Leased Premises as hereinafter defined. Leased Premises Number 2 is an aircraft hangar site of approximately 20,000 square feet for the construction of a 20,000 square feet aircraft hangar. The Operator will construct an aircraft hangar on this site in accordance with the requirements of Article XI-Improvements of this Agreement. The Operator will diligently pursue the construction of the hangar and hereby agrees that the hangar will be complete and have a date of beneficial occupancy within ~~twelve~~ eighteen (12) (18) months of the date of Amendment No. 4. Leased Premises Number 2 is shown on Exhibit “A”.

After the date of the Agreement, Leased Premises Number 2 will be verified. If necessary, the square footage shown above will be adjusted and Exhibit “A” updated by an Administrative Directive from the Airport Director without further amendment of this Agreement. Rents and fees will be increased or decreased based on changes in the square footage comprising Leased Premises Number 2.

2. Item Number 10 of Amendment No. 4 to the Lease and Operating Agreement by and between the City of Pensacola and Pensacola Aviation Center, LLC (f/k/a Aerose LLC) is amended to read:

The purpose of the lease extension is solely to facilitate Operator obtaining financing for the construction of additional hangar facilities. In the event that Operator does not construct additional hangar facilities, with a construction value of at least \$1.5 million, and complete construction within ~~twelve~~ eighteen (12) (18) months of the date of this Amendment No. 4, the lease term extension is void and the term shall revert to June 30, 2034, the expiration date as stated in the original Lease Agreement.

3. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly

hired employees, within the meaning of the statute.

4. All other terms and conditions of the Lease Agreement dated July 29, 2004, not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 to the Lease Agreement on the date first above written.

ATTEST:

THE CITY OF PENSACOLA, FLORIDA

Ericka Burnett, City Clerk

By: _____
Grover C. Robinson, IV, Mayor

(City Seal)

Pensacola Aviation Center, LLC

By: _____
Member

(SEAL)

(Printed Member's Name)

Witnesses to Signature:

By: _____

By: _____

Legal in Form and Execution:

Approved As To Substance:

City Attorney

Airport Director