

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 19 TO AMENDMENT AND RESTATEMENT OF  
LEASE AND LICENSE AGREEMENT FOR  
COMMERCIAL FIXED BASE OPERATION  
TAMPA EXECUTIVE AIRPORT

SKYPORT HOLDINGS TAMPA, LLC

Board Date: \_\_\_\_\_

PREPARED BY:

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
REAL ESTATE DEPARTMENT  
ATTN: RANDY FORISTER  
TAMPA INTERNATIONAL AIRPORT  
P. O. Box 22287  
TAMPA, FLORIDA 33622

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
AMENDMENT NO. 19 TO AMENDMENT AND RESTATEMENT OF  
LEASE AND LICENSE AGREEMENT FOR COMMERCIAL FIXED BASE OPERATION  
TAMPA EXECUTIVE AIRPORT

THIS AMENDMENT to that certain Amendment and Restatement of Lease and License Agreement for Commercial Fixed Base Operation at Tampa Executive Airport, dated February 4, 1999, by and between HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida (hereinafter referred to as the "Licensor"), and SKYPORT HOLDINGS TAMPA, LLC, a limited liability company organized and operating under the laws of the State of Florida and authorized to conduct business in the State of Florida (hereinafter referred to as "Licensee") (hereinafter individually and collectively referred to as "Party" or "Parties"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (hereinafter referred to as "Amendment No. 19").

WITNESSETH:

WHEREAS, on February 4, 1999, Licensor and Leading Edge Aviation Services, Inc. entered into an Amendment and Restatement of the Lease and License Agreement for Commercial Fixed Base Operation (hereinafter referred to as the "Agreement"); and

WHEREAS, on June 1, 2000, the Agreement was amended to incorporate a settlement agreement addressing delays in completion of the new terminal building; to add the requirement to maintain hangar keeper's liability insurance; to add a provision for transition to 24-hour staffing; and to adjust the term (hereinafter referred to as "Amendment No. 1"); and

WHEREAS, on August 2, 2001, the Agreement was amended to delete the minimum fee requirement on specific office space; to provide for reevaluation and adjustment of utility fees and charges; to adjust staffing requirements; and to reimburse for public facility supplies (hereinafter referred to as "Amendment No. 2"); and

WHEREAS, on October 4, 2001, the Agreement was amended to temporarily adjust the minimum hours of operation (hereinafter referred to as "Amendment No. 3"); and

WHEREAS, on December 13, 2001, the Agreement was amended to provide relief measures resulting from the Federal Aviation Administration's airspace restrictions from September 11, 2001 through October 17, 2001 (hereinafter referred to as "Amendment No. 4"); and

WHEREAS, on March 7, 2002, the Agreement was amended to add two new hangar facilities known as Storage Hanger "C" and T-Hangar "3" (hereinafter referred to as "Amendment No. 5"); and

WHEREAS, on September 23, 2002, the Agreement was amended to temporarily waive the required annual audited statement of gross receipts for the 2002 Agreement year (hereinafter referred to as "Amendment No. 6"); and

WHEREAS, on April 9, 2003, as a result of difficulty in securing tenants, the Agreement was amended to remove the minimum annual rent obligation for Storage Hangar C for the initial term of the Agreement while retaining the requirement to pay a graduating percentage of gross rental receipts (hereinafter referred to as "Amendment No. 7"); and

WHEREAS, on July 10, 2003, the Agreement was amended to reduce the minimum annual rent as a result of the conversion of a shade hangar to a tie-down area and to correct a scrivener's error (hereinafter referred to as "Amendment No. 8"); and

WHEREAS, on November 6, 2003, the Agreement was amended to incorporate by reference the Licensor's Operating Directive for contractual insurance terms and conditions (hereinafter referred to as "Amendment No. 9"); and

WHEREAS, on May 7, 2004, the Agreement was amended to temporarily waive the required annual audited statement of gross receipts for the 2003 Agreement year (hereinafter referred to as "Amendment No. 10"); and

WHEREAS, on April 7, 2005, the Agreement was amended to temporarily adjust the minimum annual rental for T-Hangar 7 and T-Hangar 12 during construction of the planned renovations; to add the new hangar facility known as T-Hangar 2; to clarify the due date for payment of electrical service; and to revise Exhibit 1 accordingly (hereinafter referred to as "Amendment No. 11"); and

WHEREAS, on June 27, 2005, the Agreement was amended to incorporate the terms and conditions of the settlement agreement dated May 2005; to clarify the remedy for failure to provide reports or to pay fees and charges required under the Agreement; to provide for the exercise of an additional five-year renewal period under terms and conditions mutually agreeable to both Parties; and to correct the minimal annual rental adjustment for T-Hangars 7 and 12 during construction of planned renovations (hereinafter referred to as "Amendment No. 12"); and

WHEREAS, on October 6, 2005, the Agreement was amended to replace the requirement to submit an independent annual certified statement of gross receipts with the requirement to provide a written statement of annual gross receipts certified by the president and to require submittal of monthly tenant listing reports (hereinafter referred to as "Amendment No. 13"); and

WHEREAS, on June 1, 2006, the Agreement was amended to delete the requirement to provide environmental and fuel tank insurance; to add the requirement to maintain in-flight hangarkeeper's insurance; to incorporate standard environmental regulations; and to delete contract language that had previously been deleted or restated (hereinafter referred to as "Amendment No. 14"); and

WHEREAS, on June 1, 2006, the Parties entered the first renewal period, which extended the term of the Agreement to May 31, 2010; and

WHEREAS, on August 9, 2006, the Parties amended the Agreement to remove the minimum annual rent requirement for Hangar C for the remainder of the first renewal period (hereinafter referred to as "Amendment No. 15"); and

WHEREAS, on May 7, 2009, the Parties amended the Agreement to extend the term by adding a five-year renewal option to terminate May 31, 2020; to maintain the agent's fee on existing hangar rental receipts at 40% effective October 1, 2009 through the third renewal option period; to add the newly constructed fully enclosed 17-space T-Hangar N in Area D to the rental property with a leasing agent's fee of 40% effective May 1, 2009 through the third renewal option period; to establish hangar rental rate controls by the Licensor; to provide that the Licensor pays utility charges for the rental hangars; to eliminate facility use charges previously assessed by the FBO operator on hangar rentals; and to recognize the change of the name of Vandenberg Airport to Tampa Executive Airport in the Agreement period (hereinafter referred to as "Amendment No. 16"); and

WHEREAS, on May 1, 2014, the Licensor consented to an assignment and assumption of the Agreement from Leading Edge Aviation Services, Inc. to Licensee; and

WHEREAS, on May 1, 2014, the Parties amended the Agreement to extend the existing term of the Agreement to May 31, 2024 and to provide an opportunity for renegotiation of the Agreement at a later date (herein after referred to as "Amendment No. 17"); and

Whereas, on May 7, 2015, the Parties amended the Agreement to designate Hangars A, B and C as commercial and storage hangars, to permit sublessees to perform certain services with the written consent of Licensor's Chief Executive Officer or designee, to add a security deposit requirement, and to revise notice contact information (hereinafter referred to as "Amendment No. 18"); and

WHEREAS, in recognition of the impact of the COVID-19 pandemic on the economy and the aviation industry the Parties agree to a temporary reduction in the percentage of Gross Rental Receipts collected on Hangars A, B and C; Hangar Building Numbers 4, 5, 7, 8, 9, 10, 11, 12, 13, 14; and T-Hangars 2, 3, and N for the period of April 1, 2020 through September 30, 2020.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The Parties agree that for the period beginning April 1, 2020 through September 30, 2020, the percentage of Gross Rental Receipts in Article 7.1(C), (D) and (J) due from Licensee to Licensor will be reduced from sixty percent (60%) to fifty percent (50%). On October 1, 2020, the percentage of Gross Rental Receipts in Article 7.1(C), (D) and (J) will return to sixty percent (60%).
3. Except as otherwise stated herein, all other terms and conditions of the Agreement as amended remain in full force and affect and are hereby ratified and confirmed. The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No. 10, Amendment No. 11, Amendment No. 12 including the incorporation of the Settlement Agreement dated May 2005, Amendment No. 13, Amendment No. 14, Amendment No. 15, Amendment No. 16, Amendment No. 17, Amendment No. 18 and this Amendment No. 19 represent the entire understanding between the Parties on the issues contained therein, either written or oral, and may be amended only by written instrument signed by both Parties.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

\_\_\_\_\_  
Jane Castor, Secretary  
Address: P. O. Box 22287  
Tampa, FL 33622

By: \_\_\_\_\_  
Gary W. Harrod, Chairman  
Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

LEGAL FORM APPROVED:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
David Scott Knight  
Assistant General Counsel

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Gary W. Harrod in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or print name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)

SKYPORT HOLDINGS TAMPA, LLC

Signed in the presence of:

Witness Signature

Print Name

Kimberly Sprout  
Witness Signature

Kimberly Sprout  
Print Name

By: [Signature]  
Title: Ceo/ president

Rajesh Tala  
Print Name

Print Address

17 Cherry gate lane  
Trumbull CT 06611

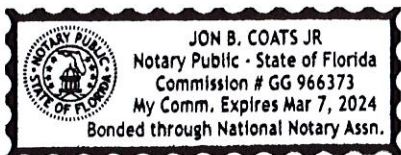
SKYPORT HOLDINGS TAMPA, LLC

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledge before me this 24<sup>th</sup> day of April, 2020, by Rajesh Tala in the capacity of CEO/PRESIDENT at Skyport Holdings Tampa, LLC a Florida limited liability company on its behalf. HE IS PERSONALLY KNOWN and has produced the following document of identification DRIVER LICENSE

(Stamp or seal of Notary)



[Signature]  
Signature of Notary

Jon B Coats, Jr  
Type or print name of Notary

MARCH 7, 2024  
Date of Commission Expiration (if not on stamp or seal)