

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 9
TO LEASE AND LICENSE AGREEMENT
FOR COMMERCIAL FIXED BASE OPERATION

MITCHELL ENTERPRISES, INC.
d/b/a PLANT CITY AIRPORT SERVICES

PLANT CITY AIRPORT

Board Date: _____

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
Attention: Susan Collins
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 9
TO LEASE AND LICENSE AGREEMENT
FOR COMMERCIAL FIXED BASE OPERATION

PLANT CITY AIRPORT

THIS AMENDMENT to that certain Lease and License Agreement for Commercial Fixed Base Operation, dated July 1, 2004, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida (hereinafter referred to as "Authority"), and MITCHELL ENTERPRISES, INC. d/b/a PLANT CITY AIRPORT SERVICES, a corporation organized and operating under the laws of the State of Florida (hereinafter referred to as "Company") (hereinafter individually and collectively referred to as "Party" or "Parties"), is entered into this ____ day of _____, 2019 (hereinafter referred to as "Amendment No. 9").

WITNESSETH:

WHEREAS, Authority and Company entered into a Lease and License Agreement for Commercial Fixed Base Operation, dated July 1, 2004 (hereinafter referred to as "Agreement"); and

WHEREAS, on October 6, 2005, the Agreement was amended to replace the requirement to submit an annual certified statement of gross receipts by an independent certified public accountant with the requirement to provide a written statement of annual rents, fees and charges certified by the President of Company and to require Company to submit monthly tenant listing reports setting forth the leasing information of all airport tenants (hereinafter referred to as "Amendment No. 1"); and

WHEREAS, on November 3, 2005, the Agreement was amended to add a new Hangar G constructed as part of the Authority's capital improvement program (hereinafter referred to as "Amendment No. 2"); and

WHEREAS, on December 14, 2006, the Agreement was amended to replace the fuel tank pollution liability insurance requirement with current language regarding the fuel tank pollution liability insurance carried by Authority and to provide a credit for the monthly premiums paid by Company to Authority for the period June 1, 2006 through December 31, 2006 (hereinafter referred to as "Amendment No. 3"); and

WHEREAS, on August 7, 2008, the Agreement was amended to add Hangar H to the leased premises and to revise Exhibit B accordingly (hereinafter referred to as "Amendment No. 4"); and

WHEREAS, on May 7, 2009, the Agreement was amended to extend the term of the Agreement for a period of five years with one five-year renewal option and to reduce the hangar rent paid by Company from 63% to 50% of gross hangar rental receipts effective July 1, 2009 (hereinafter referred to as "Amendment No. 5"); and

WHEREAS, on August 3, 2012, the Agreement was amended to add T-Hangar I to the leased premises and associated Agreement provisions; revise Exhibit B accordingly; temporarily reduce Company's hangar rent from 50% to 40% of gross hangar rental receipts effective September 1, 2012 through May 31, 2013; provide provisions for access to Company's financial records by Authority's internal auditors; and revise Agreement security requirements (hereinafter referred to as "Amendment No. 6"); and

WHEREAS, on May 2, 2013, the Agreement was amended to extend the reduction of Company's hangar rent from 50% to 40% of gross hangar rental receipts through June 30, 2014 and to increase Company's hangar rent to 50% of gross hangar rental receipts for the Optional Renewal Period of July 1, 2014 through June 30, 2019 (hereinafter referred to as "Amendment No. 7"); and

WHEREAS, on June 2, 2016, the Parties stipulated the terms and conditions applicable to Company's future sublease of office space, updated contact information for Company and Authority updated language in the Agreement to comply with federal regulations, and amended certain administrative and insurance provisions of the Agreement, (hereinafter referred to as "Amendment No. 8"); and

WHEREAS, by mutual consent of both Parties, this Amendment No. 9 will terminate the Agreement as of 11:59 PM on February 28, 2019, or the beginning of a new Lease and License Agreement for Commercial Fixed Base Operation by and between Authority and Atlas Aviation Tampa, Inc., but in no event later than the termination date of this Agreement.

NOW, THEREFORE, 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 this Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Agreement will terminate as of 11:59 PM on February 28, 2019, or the beginning of the new Lease and License Agreement for Commercial Fixed Base Operation by and between Authority and Atlas Aviation Tampa, Inc., but in no event later than the termination date of this Agreement.
3. This Amendment No. 9 is effective upon complete execution by both Parties.
4. Except as otherwise stated herein, all other terms and conditions remain in full force and effect and are hereby ratified and confirmed. The Agreement, Amendment Nos. 1 through 8 inclusive, and this Amendment No. 9 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.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2019.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Lesley "Les" Miller, Jr., Secretary

By: _____
Robert I. Watkins, Chairman

Address: P. O. Box 22287
Tampa, FL 33622

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 _____, 2019, by Robert I. Watkins, in the capacity of Chairman, and by Lesley "Les" Miller, Jr., 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)

MITCHELL ENTERPRISES, INC. d/b/a PLANT CITY AIRPORT SERVICES

Signed in the presence of:

[Signature]
Witness Signature

James A. New Jr.
Print Name

[Signature]
Witness Signature

R. Scott Collins
Print Name

By: [Signature]

Title: President

Stanley Pure
Print Name

4007 Airport Rd
Print Address

Plant City, FL 33563

MITCHELL ENTERPRISES, INC. d/b/a PLANT CITY AIRPORT SERVICES

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledge before me this 29th day of January, 2019, by Stanley Pure in the capacity of President,
(Individual's Name) (Individual's Title)
at Mitchell Enterprises a Corporation
(Name of organization or company, if any) (Corporation/Partnership/Sole Proprietor/Other)
on its behalf. He and has produced
(He is/She is) (personally known to me / not personally known to me)

the following document of identification _____

(Stamp or seal of Notary)



[Signature]
Signature of Notary

Susan Collins
Type or Print Name of Notary

Aug. 20, 2022
Date of Commission Expiration (if not on stamp or seal)