

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 12  
TO LEASE AND LICENSE AGREEMENT  
FOR COMMERCIAL FIXED BASE OPERATION  
AT PETER O. KNIGHT AIRPORT

ATLAS AVIATION TAMPA, INC.

Board Date: \_\_\_\_\_, 2019

Prepared by:

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

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
AMENDMENT NO. 12  
TO LEASE AND LICENSE AGREEMENT  
FOR COMMERCIAL FIXED BASE OPERATION  
AT PETER O. KNIGHT AIRPORT

THIS AMENDMENT to that certain Lease and License Agreement for Commercial Fixed Base Operation at Peter O. Knight Airport, dated April 8, 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 ATLAS AVIATION TAMPA, INC., 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. 12").

WITNESSETH:

WHEREAS, Authority and Company entered into a Lease and License Agreement for Commercial Fixed Base Operation at Peter O. Knight Airport (hereinafter referred to as "POK Airport"), dated April 8, 2004 (hereinafter referred to as "Agreement"); and

WHEREAS, on August 11, 2005, the Agreement was amended to delete space from the FBO leasehold to accommodate office space for Authority's onsite general aviation management representative; to adjust the rent accordingly; and to provide a fee for Authority's use of Company's Wi-Fi system (hereinafter referred to as "Amendment No. 1"); and

WHEREAS, on October 6, 2005, the Agreement was amended to replace the requirement to submit an annual audited statement of gross receipts by an independent certified public accountant with the requirement to provide a written statement of annual fees and charges payable to Authority certified by the President of Company and to require Company to submit monthly tenant listing reports setting forth the leasing information of all POK Airport tenants (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 December 13, 2007, the Agreement was amended to discontinue the monthly rent credit for computer access through Company's Wi-Fi system and to provide a monthly rent credit for janitorial services to the common areas of POK Airport to be provided by Company for the period of January 1, 2008 through the remainder of the term (hereinafter referred to as "Amendment No. 4"); and

WHEREAS, on May 7, 2009, the Agreement was amended to extend the term of the Agreement by adding a five-year renewal option to terminate June 7, 2019; to increase the leasing agent's fee on hangar rental receipts from 37% to 40% effective October 1, 2009; to add tie-down areas to the leased premises; and to adjust the rent requirement for the office and tie-down areas for the renewal option periods (hereinafter referred to as "Amendment No. 5"); and

WHEREAS, on October 1, 2009, the Agreement was amended to add T-Hangar T to the rental property; to amend the listing of offices included in Company's leased premises; to clarify that Company is responsible for the payment of utilities on Hangar A; and to adjust the rental rate structure for offices and tie down areas (hereinafter referred to as "Amendment No. 6"); and

WHEREAS, on July 1, 2010, the Agreement was amended to grant a one-time operating credit to Company as compensation for operating losses incurred during the closure and improvement of Runway 3/21 (hereinafter referred to as "Amendment No. 7"); and

WHEREAS, on July 14, 2011, the Agreement was amended to add T-Hangar S to the Premises description and associated Agreement provisions (hereinafter referred to as "Amendment No. 8"); and

WHEREAS, on August 3, 2012, the Agreement was amended to temporarily reduce Company's hangar rent from 60% to 47% of gross hangar rental receipts effective September 1, 2012 through May 31, 2013; to provide provisions for access to Company's financial records by the Authority's internal auditors to analyze Company's performance trends and sustainability; and to revise Agreement security requirements such that any form of required security would be returned to Company upon 18 consecutive months of satisfactory performance of payment terms and upon written request of Company (hereinafter referred to as "Amendment No. 9"); and

WHEREAS, on May 2, 2013, the Agreement was amended to extend the reduction of the Company's hangar rent from 60% to 47% of gross hangar rental receipts effective June 1, 2013 through June 7, 2014, and to adjust the rent requirement for the office and tie-down areas for the Agreement option renewal period (hereinafter referred to as "Amendment No. 10"); and

WHEREAS, on August 1, 2013, the Agreement was amended to add a shed totaling 1600 square feet (Shed) to the Premises to be used for paint drying and storage, which included rent for the building and ground for the Shed, and added the Shed to the Company's requirements for maintenance obligations and responsibilities for utilities (hereinafter referred to as "Amendment No. 11"); and

WHEREAS, by mutual consent of both Parties, this Amendment No. 12 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. 12 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 11 inclusive, and this Amendment No. 12 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 Page Intentionally Left Blank)

**IN WITNESS WHEREOF**, the parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
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

**LEGAL FORM APPROVED:**

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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)

**ATLAS AVIATION TAMPA, INC.**

**Signed in the presence of:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
Witness

\_\_\_\_\_

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

\_\_\_\_\_

**ATLAS AVIATION TAMPA, INC.**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ in the capacity of \_\_\_\_\_, at Atlas Aviation Tampa, Inc., a corporation, on its behalf. (He is / She is) (Personally / Not Personally) known to me and (has / has not) produced \_\_\_\_\_.

(Stamp or seal of Notary)

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

\_\_\_\_\_  
Type or Print name of Notary

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