

AMENDMENT #1 TO
AMMENDED AND RESTATED LEASE AGREEMENT
FOR COMMERCIAL FIXED BASE OPERATION
AT GAINESVILLE REGIONAL AIRPORT (Dated October 1, 2012)

Between

GULF ATLANTIC AIRWAYS, INC., d.b.a. UNIVERSITY AIR CENTER

And



GAINESVILLE - ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY

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AMMENDMENT #1 TO LEASE AGREEMENT FOR COMMERICAL FIXED BASE OPERATION GAINESVILLE REGIONAL AIRPORT

THIS AMENDMENT TO THE AGREEMENT, FOR COMMERCIAL FIXED BASE OPERATION AT THE GAINESVILLE REGIONAL AIRPORT, (Agreement), made and entered into this 9th day of September, 2024 by and between the GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, a public body corporate existing under the laws of the State of Florida, with its office and principal place of business at Gainesville Regional Airport, in Alachua County, Florida, whose address is 3880 NE 39th Avenue, Suite A, Gainesville, Florida 32609 (hereinafter referred to as "Authority") and Gulf Atlantic Airways, Inc., d.b.a. University Air Center, 4701 NE 40th Terrace, Gainesville, FL 32609 (hereinafter referred to as "Company"), a corporation organized and existing under the laws of the State of Florida, individually and collectively referred to as the "Party" or "Parties". This Amendment modifies the original Lease Agreement dated the 28th of April, 2003 and Amended and Restated effective October 1, 2012 and fully executed on October 25, 2012. Said lease currently set to expire on April 28, 2025

WITNESSETH

WHEREAS, Authority controls, operates and maintains an airport in Alachua County, Florida, known as Gainesville Regional Airport (hereinafter referred to as "Airport"); and

WHEREAS, the availability of quality aeronautical services performed by a Fixed Based Operator (FBO) are necessary to the operation of said airport for the benefit of the public, and

WHEREAS, Authority has an existing Agreement with Company to provide said services and has found Company to be sufficiently qualified and experienced to operate a Fixed Base Operation in accordance with the Authority's adopted Minimum Standards for Aeronautical Operators; and

WHEREAS, Authority leases certain facilities to Company under the Agreement that are necessary for the provision of said aeronautical services, including a General Aviation Terminal Building, hangar buildings, aircraft and automobile parking areas more fully described in the Agreement; and

WHEREAS; the Authority desires to demolish the existing General Aviation Terminal Building located at 4701 NE 40th Terrace and construct a new terminal building on the same site, hereinafter referred to as "the Project", in order to improve the facilities available to the traveling public and aircraft operators;

WHEREAS, The Authority expects to receive an offer of state and federal funding assistance for construction of the Project, said funds to be available for a limited time; and

WHEREAS, The Authority has determined it is in its best interest to amend and extend the Agreement for a minimum of three years to accommodate the funding, design and construction of the project in order to minimize the disruption of aeronautical services to the public, better manage cost and delivery of said aeronautical services, including aviation fuel and maintain greater flexibility with respect to the terms of future FBO agreements; and

WHEREAS, Company is willing to amend the Agreement to include said extension and to utilize finished space in existing hangar buildings leased from the Authority as well as its own hangar building on land leased from the Authority located at 3681 NE 47th Ave, Gainesville, FL (Hangar GA-08) to substitute for non-public spaces lost while the GA Terminal Building is under construction, with no abatement in the rent and to accept other responsibilities and revisions to the Agreement as contained herein:

NOW, **THEREFORE**, in consideration of the premises and mutual covenants and promises contained in the Amended and Restated Lease Agreement for Commercial Fixed Base Operation at the Gainesville Regional Airport, the parties hereby agree to changes in the Agreement as follows:

Article 2 Land, Improvement and Leased Premises

The following is added to the end of Article 2.1: At any time and for any duration during the term of the Agreement, the Authority may, at its sole discretion and cost, demolish the existing General Aviation Terminal Building located at 4701 NE 40th Terrace, Gainesville, FL, which is a part of the Leased Premises included in the original lease Exhibit "2", attached, for the purpose of constructing a replacement General Aviation Terminal. The Authority shall give Company 90 days-notice to vacate the General Aviation Terminal building and relocate its offices and operations to other buildings within the leased premises or to other spaces leased, owned or controlled by Company. All moving expenses shall be borne by Company. There shall be no abatement in the rent during the time of Company's loss of use of the General Aviation Terminal Building. Company accepts the loss of the building and all associated costs for the privilege of continuing business operations under the Agreement for three years beyond April 30, 2025 and for the continued use of the 12,000 s.f. Maintenance Hangar GA-10 and attached offices constructed by Company on the leased premises, ownership of which fully reverts to the Authority on April 30, 2025. Company shall continue to perform all necessary maintenance and upkeep of Hangar GA-10 in accordance with Article 8.

Article 2 Authority's Improvements

The following shall be added to Article 2.2 as paragraph D. Should the Authority, at its sole discretion, decide to demolish the existing General Aviation Terminal and construct a new General Aviation Terminal as previously referenced herein, the Authority shall provide a conditioned, temporary passenger/crew waiting lounge facility and temporary restroom(s) for aircraft passengers and crew. The size, nature and capabilities of any temporary facilities provided by Authority shall be as deemed sufficient by Authority. Company shall have the right to supplement the facilities provided by Authority with facilities leased, owned or controlled by Company at Company's expense. The Authority shall have the right to approve the location and nature of any new, temporary facilities proposed by Company as provided for in Article 9.

Article 4 Term and Commencement

Article 4.2A is hereby amended to add one additional three-year extension of the Term beyond April 28, 2025. The Agreement will thereby terminate on April 28, 2028. Two (2) additional one-year extensions beyond April 28, 2028 may be granted at the sole discretion of the Authority.

Article 5 Obligations of Company

Sub-paragraph item 5.Q is hereby added to Article 5. 5.Q: Company shall provide trained personnel and shall properly receive and perform quality control tests in accordance with Air Transport Association (ATA) Specification 103, as amended, on all aviation fuel deliveries arranged by Company for delivery into Authority's aviation fuel storage facility located at 4775 N.E. 49th Avenue. Company shall ensure proper documentation and certification from the fuel supplier or shipping agent and perform all quality control tests and procedures as specified in ATA 2.3.3 (Transport Truck Deliveries) and ASTM D1655 prior to acceptance. Any fuel delivery that does not meet standards shall be rejected and the Authority shall be immediately notified. Company shall at all times monitor the fuel delivery process. Company shall provide copies of the fuel delivery bill of lading and accompanying fuel certification documentation for each delivery to the Authority in a timely manner.

Article 6 Rentals and Fees

Delete the words "and oil" in the last sentence of Article 6.B. The following sentence shall be added to the end of Article 6.B. "Company shall include in its required monthly reporting of aviation fuel sales and other activities subject to fees under this Agreement a separate report of monthly fuel sales subject to the Fuel Flowage Fee as described herein in the format shown in Exhibit 8D attached, as well as any supporting detail requested by the Authority's Chief Financial Officer.

Article 8

Maintenance Obligations of Company

The following sentence shall be added to the first sentence of Article 8.2 B. The exterior of Hangars GA-09 and GA-10 shall be pressure washed by Company at least annually.

All other terms and requirements of the Amended and Restated Agreement dated October 1, 2012 shall remain in full force and effect unless amended in writing by the Parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 9th day of September, 2024.

**GAINESVILLE-ALACHUA COUNTY
REGIONAL AIRPORT AUTHORITY**

(Affix Corporate Seal)

By: 
Allan Penksa, Chief Executive Officer

Address: Gainesville Regional Airport
3880 NE 39th Avenue, Suite A
Gainesville, FL 32609

Signed, sealed, and delivered in the presence of:


Aaron Carver, Manager Facilities and Maintenance


Lynn Noffsinger, Administrator Grants and Contracts

**STATE OF FLORIDA
COUNTY OF ALACHUA**

(Stamp or seal of Notary)


Signature of Notary

Suzanne M. Schiemann

Date of Commission Expiration



GULF ATLANTIC AIRWAYS, INC.,
D.B.A. UNIVERSITY AIR CENTER

(Affix Corporate Seal)

By: Michael J. Lukowski
Michael J. Lukowski, President - CEO

Address: 4701 NE 40th Terrace
Gainesville, FL 32609

Signed, sealed, and delivered in the presence of:

Judith A. Lukowski
Judith A. Lukowski, Secretary/Treasurer

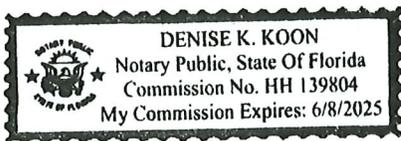
Zach Lukowski
Zach Lukowski - President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 5 day of Sept, 2024
Michael J. Lukowski in the capacity of President and by Judith A. Lukowski in the capacity of
Secretary/Treasurer of Gulf Atlantic Airways, Inc., d.b.a. University Air Center, a Corporation, on its behalf.
They have produced the following document(s) of identification, personally known and they did
not take an oath.

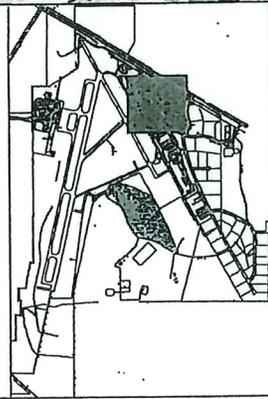
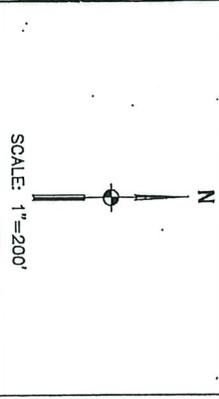
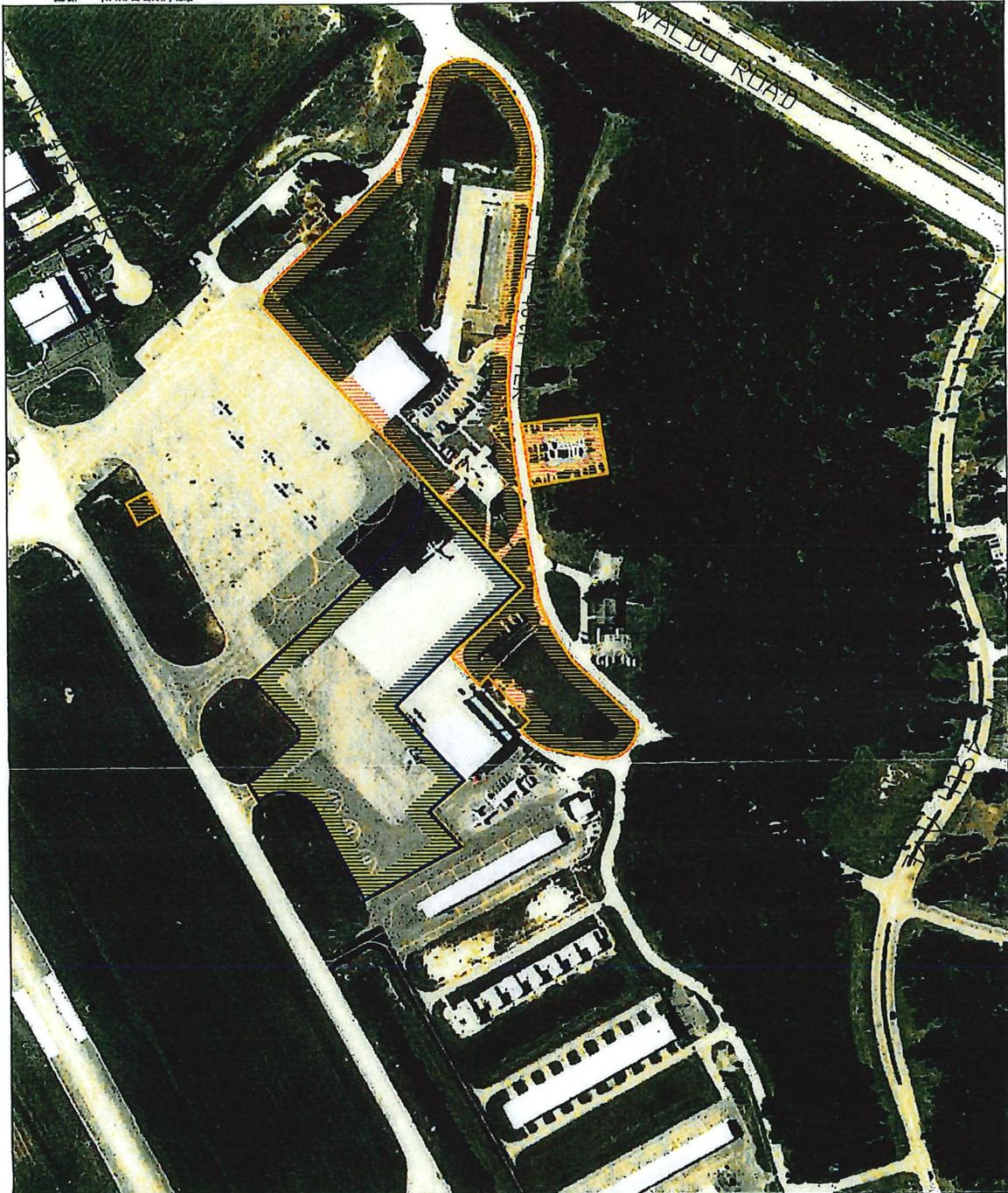
(Stamp or seal of Notary)

Denise K. Koon
Signature of Notary



Date of Commission Expiration

DATE FILE: 11/14/07
 BY: J. L. ...
 PROJECT: ...



EXCLUSIVE USE LEASED PROPERTY
 9,12± ACRES
 (397,376 sq ft)

RAMP ACCESS FEE BASED
 4,93± ACRES
 (214,803 sq ft)





Exhibit 8D

Reporting of Fuel Flowage Fees Due GACRAA

Fuel Flowage Fees shall be reported monthly using the format below.

NOTE: Total Flowage Due is assessed @ \$.010 (or as Amended by GACRAA) for each gallon of fuel delivered into all aircraft except aircraft operated by scheduled, signatory airlines. All other fuel delivered into aircraft, including that used by University Air Center aircraft, is subject to the Fuel Flowage Fee.

Reporting Month and Year: _____

Non-Airline Gallons delivered to and or pumped by Gulf Atlantic Air Ways, dba University Air Center:

- 1. Monthly AvGas Delivered/Pumped: _____ gallons
- 2. + Monthly UAC Owned Jet A Delivered/Pumped: _____ gallons
- 3. + Monthly Non-UAC/Non-Airline Owned Jet A Pumped: _____ gallons
- 4. = **Total** Non-Airline Fuel Delivered/Pumped (in Gallons) _____ gallons
- 5. Times fuel Flowage rate per gallon: \$ X.XX
- 6. = **Total** Monthly Fuel Flowage Fees Due GACRAA: \$ _____

Reconciliation between Gallons pumped into trucks and Gallons Billed:

Gallons pumped into UAC trucks (per meter/tickets)	XXX,XXX
Gallons delivered by UAC to aircraft From line 4 above)	<u>XXX,XXX</u>
Difference (Note 1)	<u>XX,XXX</u>

Note 1 - Explain difference between monthly fuel transferred to UAC refuelers from GACRAA storage vs. fuel delivered "into-plane" is sufficient detail below: _____

Note - This form may be modified for the mutual convenience of the parties with the signed approval of GACRAA's CEO.