

**AMENDMENT TO AGREEMENT FOR GROUND LEASE
BY THE FIXED BASE OPERATORS
AT THE COLUMBIA REGIONAL AIRPORT
(Includes Hangar 200 and Fuel Farm)**

This Amendment to the September 24, 1980 Agreement for Ground Lease by the Fixed Base Operator at Columbia Regional Airport, as subsequently amended, (the "FBO Agreement") by and between the **CITY OF COLUMBIA** ("Lessor"), and **COLUMBIA JET CENTER, INC.**, a Missouri corporation ("Lessee"), is made as of the date of the last signatory noted below.

RECITALS

WHEREAS, on April 7, 2020, the Parties entered into an agreement for a hangar ground lease relocation to move Lessee from Hangar 350 to newly constructed Hangar 730 at Columbia Regional Airport; and

WHEREAS, the new Hangar 730 will be used in conjunction with Lessee's fixed base operations at Columbia Regional Airport; and

WHEREAS, the new Hangar 730 ground lease is subject to the terms and conditions of the Hangar 350 lease, as amended by the relocation agreement and extension of term of such agreement; and

WHEREAS, Lessee has also made improvements to Hangar 200 and the fuel farm maintained as a part of the fixed base operations of Lessee and which are the subject matter of the FBO Agreement; and

WHEREAS, granting Lessee an additional lease term on the premises leased pursuant to the FBO Agreement will allow this FBO Agreement to extend for the same length of time as the authorized lease term for the new Hangar 730 lease.

AMENDMENT

NOW, THEREFORE, Lessor and Lessee, for and in consideration of the following covenants and agreements, agree that the FBO Agreement shall be amended as follows.

1. An additional renewal option commencing upon the expiration of the final renewal term granted by the parties' initial agreement as subsequently amended and extending an additional renewal option for an additional term of ten (10) years and seven (7) months, with said renewal term to expire at 11:59 p.m. on December 31, 2045 is hereby extended to Lessee upon the same terms and conditions set out in Article II of the parties' initial agreement as subsequently amended except said renewal options shall automatically exercise unless Lessee notifies Lessor in writing of its intent not to renew at least one hundred eighty (180) days prior to the expiration of the current term .

For clarification, the renewal terms shall be as follows:

Original Agreement – September 24, 1980 to 11:59 p.m. on September 24, 2005

First Renewal – September 24, 2005 to 11:59 p.m. on September 24, 2010
Second Renewal – September 24, 2010 to 11:59 p.m. on September 24, 2015
Third Renewal – September 24, 2015 to 11:59 p.m. on September 24, 2020
Fourth Renewal – September 24, 2020 to 11:59 p.m. on September 24, 2027
Fifth Renewal - September 24, 2027 to 11:59 p.m. on May 31, 2035
Sixth Renewal - May 31, 2035 to 11:59 p.m. on December 31, 2045

2. All other terms of the FBO Agreement, as subsequently amended, shall remain in full force and effect.
3. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have been duly authorized to execute this Amendment as of the date of the last signatory below.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, City Manager
Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

COLUMBIA JET CENTER, INC.

By: _____
Tom Harrison, President
4/23/21
Date _____

ATTEST:

By: _____
Corey Wiemann