

6/5/18

Joe Gamzy from
Airport will get
signature

ITEM # 18-0583

RECEIVED
156003796
FINANCE DEPT
CITY OF SANTA FE

**AMENDMENT NO. 2
SANTA FE REGIONAL AIRPORT LEASE AGREEMENT
SIGNATURE FLIGHT SUPPORT**

THIS AMENDMENT NO. 2 is made and entered into this ____ day of _____, 2018, by and between the CITY OF SANTA FE, NEW MEXICO, a municipality and political subdivision of the State of New Mexico (City or Lessor), and BBA AVIATION PLC d/b/a SIGNATURE FLIGHT SUPPORT, a New Mexico limited liability company (Lessee) (collectively, the Parties)

WHEREAS, the Lessor owns and operates the Santa Fe Regional Airport (Airport), located in Santa Fe County, New Mexico; and

WHEREAS, on May 26, 1988, the City adopted by ordinance a lease with Lessee's predecessor-in-interest Capital Aviation of Santa Fe for a certain 14,000 square foot parcel described in Exhibit B; and

WHEREAS, the City and Lessee's predecessor-in-interest SANTA FE AIR CENTER, LLC entered into Amendment No. 1 to the Original Lease Agreement dated May 26, 1988, which extended the term of the Lease Agreement by ten years; and

WHEREAS, BBA Aviation PLC, doing business as SIGNATURE FLIGHT SUPPORT, is the successor-in-interest to SANTA FE AIR CENTER, LLC as Lessee; and

WHEREAS, the Lessor and Lessee desire to amend the Lease Agreement as set forth herein. As amended herein, the Original Lease, Amendment No. 1, and this Amendment shall collectively be referred to as the "Lease Agreement".

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree to the following modifications to the Lease:

1. **ARTICLE 3** of the Lease Agreement is amended to extend the term of the Lease by ten (10) years with an effective date of May 26, 2018. Notwithstanding anything to the contrary in the Lease Agreement shall be deemed to have continued in full force and effect through and until the effectiveness of this Amendment.
2. **ARTICLE 4** of the Lease Agreement is amended to increase rents, fees and charges so that Article 4 reads in its entirety as follows:

ARTICLE 4 RENTS, FEES, CHARGES AND RECORDS

The Lessee agrees to pay to the Lessor, at the office of the Airport Manager, at the Santa Fe Regional Airport, or at such place as the Lessor may designate from time to time, for the use of the Premises the following rents and fees:


- A. Ground Space Rent. Lessee shall pay to the Lessor an annual rental fee of eighteen cents (\$0.18) per square foot for the Premises.
 - B. Schedule of Payments for Ground Space Rent. The total annual rent shall be \$2,520.00, payable in equal monthly increments of \$210.00 in advance of the first day of the month.
 - C. Percentage of Fuel and Flowage Fees. Lessee shall pay to Lessor the following:
 - (1) A sum of \$0.10 per gallon on all aviation fuel sold by Lessee, excepting fuel used by Lessee in the operation of its business. Provided, however, that from time to time, fuel flowage fees shall be adjusted pursuant to the rate set forth in any appraisal of fuel flowage fees done for the Airport, or at such time as any other similar but higher fixed based operator lease fuel flowage fee is implemented. This fuel flowage fee shall be increased to be equal to the higher fixed base operator lease fee amount.
3. **EFFECT.** All other terms and provisions of the Lease as modified by Amendments No. 1, and this Amendment shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Lease Agreement to be executed as of the day and year first above written.

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CITY OF SANTA FE:

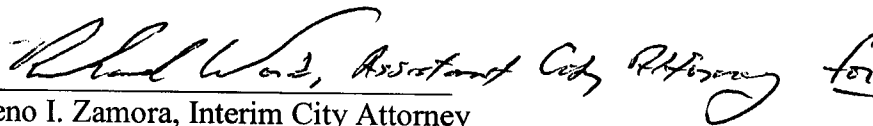
ATTEST:



Alan Webber, Mayor

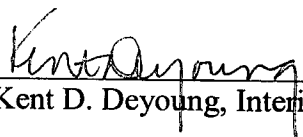
Yolanda Y. Vigil, City Clerk
CC mtg. 5/30/18

APPROVED AS TO FORM:



Geno I. Zamora, Interim City Attorney

APPROVED:



Kent D. Deyoung, Interim Finance Director

BBA AVIATION PLC d/b/a SIGNATURE FLIGHT SUPPORT

By: _____
Mark Johnstone, Group Chief Executive
BBA Aviation PLC

STATE OF NEW MEXICO }
 } ss.
COUNTY OF SANTA FE }

This instrument was acknowledged before me on _____, by Mark Johnstone, Group Chief Executive, BBA Aviation PLC.

Notary Public

My Commission Expires: _____