

STATE OF GEORGIA)
)
COUNTY OF RICHMOND) **AMENDMENT NUMBER ONE**
 TO LICENSE AGREEMENT
 DATED SEPTEMBER 1, 2000

THIS AMENDMENT TO THE LICENSE AGREEMENT dated September 1, 2000, is made this _____ day of _____, 2025, by and between the Augusta Aviation Commission, an instrumentality of Augusta, Georgia, and Augusta, Georgia, (herein collectively "Licensors"), and L. H. Simkins, Jr. ("Licensee").

WHEREAS, Licensee desires to exercise both future options contained in the original, September 1, 2000, License Agreement; and,


WHEREAS, Licensee desires to have the License Agreement include all his heirs as beneficiaries of the License Agreement; and,

WHEREAS, Licensee is not in default under the terms of the License Agreement dated September 1, 2000;

NOW, THEREFORE, in consideration of the Licensee's prepayment of the full amount of the options over the course of one (1) year from execution of Amendment, less a ten (10%) percent discount for said prepayment, as laid out in the September 1, 2000, License Agreement, and other good and valuable consideration, and the covenants and agreements set forth below, the Parties hereto agree and intend to be legally bound as follows:

1. The Parties intend to continue to be bound to the terms of the License Agreement dated September 1, 2000, and signed by both parties.
2. The Parties furthermore intend to be bound to the terms of this Amendment Number 1 to the September 1, 2000, License Agreement.
3. Licensee is exercising his right to extend his License for two (2) additional twenty-five (25) year periods, for a total of fifty (50) years, in accordance with Paragraph 2 of the September 1, 2000, License Agreement.
4. Licensee shall make three (3) payments to Licensors for a total amount of One Hundred Thirty-five Thousand and no/100 Dollars (\$135,000.00) for the fifty (50) year period of the License Agreement, in accordance with Paragraph 2 of the September 1, 2000, License Agreement. First payment of Ten Thousand (\$10,000) Dollars will be paid upon Amendment execution. Second payment of Sixty-two Thousand Five Hundred (\$62,500) Dollars will be due and payable on or before March 1, 2026 and final payment of Sixty-two Thousand Five Hundred (\$62,500) Dollars will be due on or before August 1, 2026. Lessor reserves the right to immediately terminate the Lease if the Lessee fails to pay when due any rent payable pursuant to this Lease.
5. Licensee may assign his interest to his heirs, assigns, or others as designated by his attorney-in-fact, provided that the use of the land by any heirs, assigns, or other assignees does not result in a change to the use of the Property that is inconsistent with the uses permitted in Paragraph 1 of the September 1, 2000, License Agreement. The sublease or assignment shall not be unreasonably withheld by the Licensors, who are nonetheless bound by superseding Federal,

State, and local laws.

6. Any terms of the September 1, 2000, License Agreement not in conflict with the terms of this Amendment Number 1 shall remain in full force and effect.
7. The Licenser may terminate this contract in part or in whole upon six months' written notice to the Licensee. The Licensee shall be paid for any validated services under this Contract. Concurrently, the Licensee shall receive a reimbursement of prepaid license fees, calculated on a pro-rata, by month, basis for the entire fifty (50) year term .
8. Any notice to Augusta/Licenser shall be provided to 1501 Aviation Way, Augusta, Georgia, 30096, with a copy to General Counsel, 535 Telfair Way, Building 3000, Augusta, Georgia 30901.
9. This Amendment Number 1 to the September 1, 2000, License Agreement may be recorded at the option of either party in the public records of Aiken County, South Carolina.
10. In Witness whereof, the Parties hereto have caused this Amendment Number 1 to the September 1, 2000, License Agreement to be executed and delivered for and in their names as of the date and year first above written.

(signature page follows)

Signed, sealed, and delivered in the presence of:

N. Turner Simkins

Witness

LICENSEE:

L. H. Simkins, Jr. (SEAL)

L. H. SIMKINS, JR.

By, N. Turner Simkins, Attorney in Fact for LH Simkins, Jr

Diana Blount

Witness

DIANA BLOUNT
NOTARY PUBLIC
Richmond County
State of Georgia
My Comm. Expires July 17, 2026

Signed, sealed, and delivered in the presence of:

Witness

LICENSOR:

____ (SEAL)

Augusta Aviation Commission Chairperson

Witness

Signed, sealed, and delivered in the presence of:

Witness

LICENSOR:

Augusta, Georgia

Witness

By: _____ (SEAL)

As its Mayor

ATTEST:

By: _____

As its Clerk