

## **AMENDMENT NO. 1 TO RENTAL CAR CONCESSION AND LEASE AGREEMENT**

THIS AMENDMENT NO. 1 TO THE RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Avis Budget Car Rental, LLC d/b/a Budget Rent A Car System, Inc. and Payless, Inc., a corporation existing under the laws of the state of New Jersey (Lessee).

### **WITNESSETH:**

**WHEREAS**, the Augusta Regional Airport (Airport) is owned by Augusta, Georgia and operated by the Commission; and

**WHEREAS**, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

**WHEREAS**, Lessee is a corporation primarily engaged in the business of renting automobiles to Airport passengers and the public; and

**WHEREAS**, on March 1, 2020, the Lessor and Lessee entered into a Rental Car Concession and Lease Agreement which anticipated the construction of a common use service facility; and

**WHEREAS**, the parties hereto now desire to set forth the actual area and commencement date for occupancy of the Service Center premises and amend certain provisions of the Agreement related to the use and rent of these Service Center premises.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, the Lessor and Lessee hereby agree to amend the Rental Car Concession and Lease Agreement as follows:

1. Section 1.17 of the Agreement is deleted in its entirety and replaced with the following:

“Leased Premises” or “Premises” shall mean the areas leased to Lessee to conduct business as set forth on Exhibits “A,” “B,” and “D” and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all

easements (excluding easements for light and air), rights of way, and appurtenances pertaining thereto.

2. Section 1.27 of the Agreement is deleted in its entirety and replaced with the following:

“Service Center” shall mean that consolidated area of the Airport designed by the Lessor for the servicing and fueling of rental vehicles.

3. Section 1.28 is hereby added to the Agreement as follows:

“TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successors(s).

4. Section 5.1 of the Agreement is deleted its entirety and replaced with the following:

In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property designated for Lessee shown on Exhibits “A” and “B” for its exclusive use and the property designated as Exhibit “D” for its joint use with other tenants.

5. Section 5.7 of the Agreement is deleted in its entirety and replaced with the following:

**Service Center.** The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of thirteen 180’ fleet holding lanes and four 40’ fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit “D.”

6. Section 8.6 is hereby added to the Agreement as follows:

Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.
- (4) Loading and unloading of vehicles for rental at the Airport from vehicle haulers.

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport

Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

7. Section 17.2.2 is hereby deleted in its entirety and replaced with the following:

17.2.2 For the period commencing March 1, 2020 through February 28, 2025, Lessee shall pay the sum of \$1,916.25 per month for Ready Return Block "E."

8. Section 17.2.3 is hereby added to the Agreement as follows:

**17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee** – Upon effective date of this Amendment, Lessee shall pay the sum of \$5,400 per month on the first day of the month, for its 25 percent share of the estimated operating and maintenance costs of the Service Center for the five-month period October 1, 2023 to February 28, 2024. Effective March 1, 2024, Lessee shall pay on a monthly basis, the sum of one-twelfth of its 25 percent share of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2024 to February 28, 2025. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on October 1, 2023.

At the end of each contract year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee's 25 percent proportionate share for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next contract year, except that any excess payment during the final contract year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of

any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean and sanitary condition as it determines, in its sole discretion. The first five-months operating and maintenance budget is set forth in Exhibit "E".

9. Section 17.2.4 is hereby added to the Agreement as follows:

**Fuel Use Reimbursement.** On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor reimbursement for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.

10. Section 41.6 is hereby added to the Agreement as follows:

**Stormwater Pollution Prevention.** The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

A. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;

2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and

3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

B. Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

C. Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

D. Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

11. Exhibit "D" – Service Center is hereby added to the Agreement.

12. Exhibit "E" – Service Center Rent and O&M Budget is hereby added to the Agreement.

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**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 to be effective October 1, 2023.

Augusta, Georgia

Augusta Aviation Commission:

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

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

Garnett L. Johnson, Mayor

Dan Troutman, Chairman

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

Lena Bonner, Clerk of Commission

Dereena Harris, Clerk, Aviation Commission

Date: \_\_\_\_\_

Lessee

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

Lessee Name & Title

Approved as to content:

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

Herbert Judon Jr., Airport Executive Director

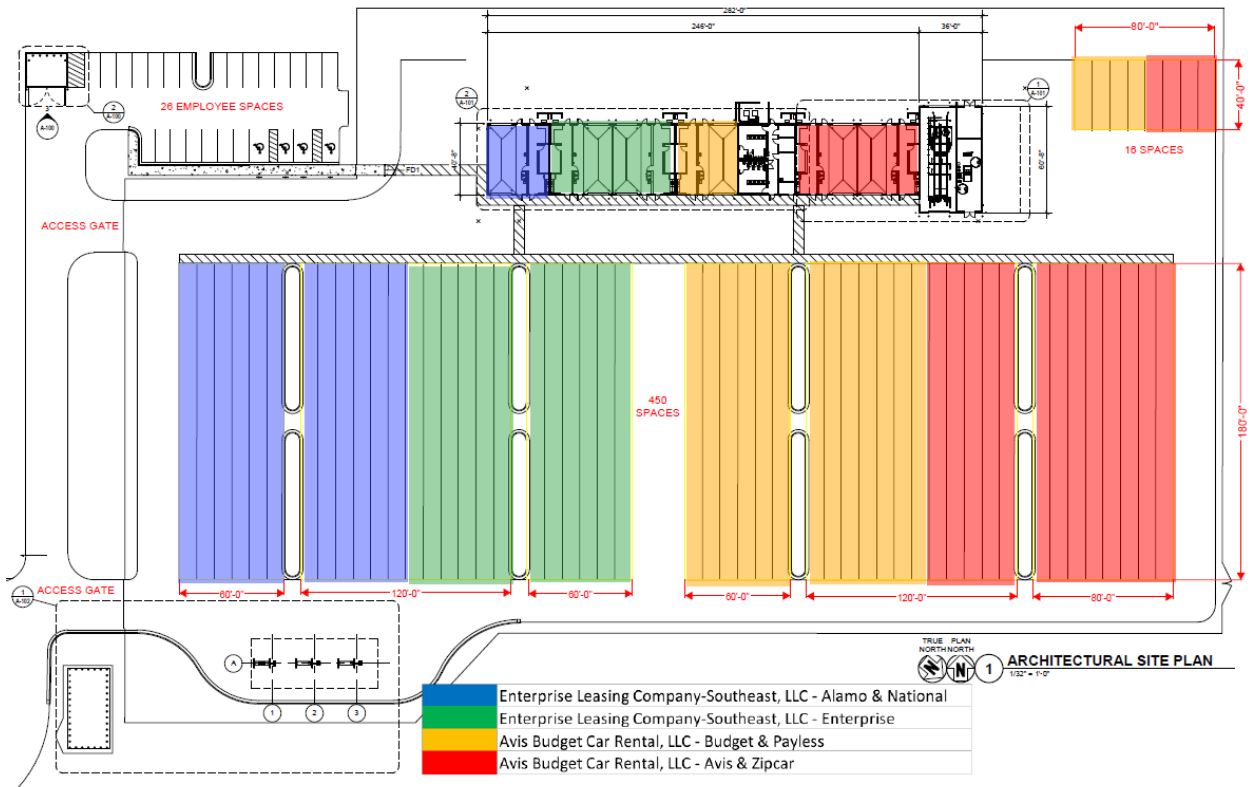
Approved as to form:

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

Wayne Brown, General Counsel

Date: \_\_\_\_\_

# EXHIBIT D SERVICE CENTER





**EXHIBIT E**  
**SERVICE CENTER RENT AND O&M BUDGET**

Annual Land Rent - 11 acres / \$0.35/square foot/year	\$ 167,706	
To be funded with CFCs		
<b>O &amp; M Expense</b>	<b>Total (12 months)</b>	<b>10/1/23 - 2/28/24 (5 months)</b>
Utilities - Water/Sewer	\$ 7,650	\$ 3,188
Utilities - Refuse	3,200	1,333
Utilities - Electricity	19,000	7,917
HVAC Maintenance	3,200	1,333
Data Services (fiber, phone, etc.)	3,825	1,594
Soap/Detergent Supplies/Car Wash Components	53,000	22,083
Janitorial Supplies	10,200	4,250
Gate Maintenance	12,720	5,300
General Maintenance/Repairs	30,450	12,688
Minor Capital Improvements	12,720	5,300
Pest Control	325	135
Fire Alarm Monitoring/Security System	1,060	442
Janitorial Labor	30,000	12,500
Management/Administration Labor	16,500	6,875
Insurance	2,250	938
Stormwater Fees	9,900	4,125
<b>Total O &amp; M Expenses</b>	<b>\$ 216,000</b>	<b>\$ 90,000</b>
Reserve for Major Repair & Replacement		
12 month reserve to be funded across 5 years	\$ 43,200	\$ 18,000
<b>Total - Budget</b>	<b>\$ 259,200</b>	<b>\$ 108,000</b>