

Third Amendment to Contract

1. This amendment (the "Amendment") is made by Baldwin County Georgia and C & A Aviation, LLC, parties to the agreement May 14, 2021 dated (the "Agreement").

2. The Agreement is amended as follows:

Paragraph 3 effective as of June 1, 2021 shall be changed to:

The term of this lease shall be a period of nine (9) years and three (3) months commencing on October 2, 2017 and ending at midnight on December 31, 2026. The Operator shall have the first option to renew this lease for five (5) more years after the expiration of the initial term, on the same terms as set forth in this agreement, or upon the terms which are mutually agreeable to both parties hereto. Written notice of the exercise of the election to exercise this option shall be given by the Operator to the County on or before October 1, 2025. In the event said notice is not given, then County, as its sole option, may terminate this agreement at the end of the base term by written notice to Operator not later than November 1, 2025, otherwise this Agreement shall automatically renew for the additional five-year term on the same terms and conditions as set forth herein.

Paragraph 4 effective as of June 1, 2021 shall be changed to "The Operator agrees to provide the following services under the terms of this lease agreement:

- A. Provide FAA approved Part 135 Charter and Air-taxi Service by promotion and contact of regional service providers to clients;
- B. Sale of Pilot Supplies and Accessories;
- C. Sale of new and used aircraft shall be at the sole discretion of the Operator and his final opinion as to the feasibility of such sales shall be final;
- D. Sale of fuel and oil;
- E. Manage the airport on behalf of the County of Baldwin, with the airport to be open seven (7) days per week 24 hours per day and manned six (6) days a week with minimum hours of 8 a.m. to 5 pm Monday thru Saturday; Additional Sunday manning will be provided for special area events and occasions.
- F. Any other service which may be related directly to this agreement although not expressly listed herein.

3. The Agreement is amended as follows:

Paragraph 34 effective as of June 1, 2021 shall be changed to:

In addition to the compensation provided for herein County shall pay to Operator a fee to be determined as follows:

- (a) the Operators fee shall be eighteen Thousand (\$18,000.00) Dollars yearly to be paid in twelve (12) equal monthly installments from the County to the Operator for the period of October 2, 201 through December 31, 2026; and

(b) Thereafter the fee shall be as agreed between the parties on an annual basis for each period thereafter beginning January 1, 2019. In the event that the parties cannot agree as to the fee of any period, then the fee shall remain the same as for the previous year, and this agreement shall terminate as of December 30th of the year in which no agreement was reached.

(c) Beginning January 1, 2018 and ending December 31, 2019, the County shall pay to the operator an additional four hundred and fifty (\$450.00) per month for a total of \$10,800 over two years to assist with needed upgrade costs associated with terminal and facility improvements.

(d) Beginning June 1, 2021 and ending December 31, 2026, the County shall pay to the operator twenty-two thousand dollars (\$22,000) per year to mow the areas depicted in Exhibit A.

4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.