

## ASSIGNMENT OF LEASE

This Assignment of Lease is made by VAS LEASING COMPANY, LLC, a Florida limited liability company ("Assignor") and TRISTATE AVIATION GROUP OF FLORIDA, LLC, a Florida limited liability company ("Assignee"), and is dated as of \_\_\_\_\_, 2013.

### STATEMENT OF FACT

A. Assignor is the tenant or lessee, under that certain lease originally dated September 26, 1995, between Huffman Aviation, Inc. as Tenant and the City of Venice as Landlord, as amended by Lessor's Consent to Assignment and Amendment of Lease Agreement dated March 5, 2003, and by that certain Amendment to Lease dated December 1, 2004, a copy of which is attached to that certain Affidavit recorded in Official Records Instrument #2009114724, and as previously assigned to VAS LEASING COMPANY, LLC, a Florida limited liability company, by virtue of that certain Assignment of Lease dated March 18, 2003, a copy of which was also attached to the aforementioned affidavit recorded in Official Records Instrument #2009114724, all of the Public Records of Sarasota County, Florida. The said lease and the referenced amendments and assignments are hereinafter collectively referred to as the "Lease."

B. Assignor has entered into an agreement with Assignee, whereby Assignee is to purchase all of Assignor's right, title and interest in the Lease, as well as any improvements upon the premises described in the Lease.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. All of the above recitals are true and correct.
2. Assignor warrants and represents the lease, amendments and assignment as specified in paragraph A above, constitutes the entire "Lease" and there are no additional lease amendments affecting the Lease. The leased premises encompass Parcel B and also Plane Parking Area "T" as both parcels are described on **Exhibit "A"** annexed hereto. Assignor warrants and represents that it is the sole tenant/lessee under the Lease, and that Assignor is also the sole owner of the building and all other improvements constructed upon the premises described in the Lease. Assignor further warrants that it has full power and authority to assign its rights under the Lease and to the improvements, free and clear of any liens or encumbrances whatsoever; subject only to the consent by the Landlord of the Lease, the City of Venice.
3. Assignor certifies to Assignee, that the Lease is presently in full force and effect and that Assignor is not in default under any of the terms, covenants or conditions contained in the Lease on the part of Assignor to be kept or performed. Assignor further represents that the City of Venice is not in default under any terms, covenants, conditions contained in the Lease on the part of the City of Venice to be kept or performed, and that Assignor has no claim or right of offset against the City of Venice under the Lease.

4. Assignor represents that all rent and other amounts payable under the lease and due from Assignor, have been fully paid through the date hereof.

5. Assignor hereby assigns to Assignee, all of Assignor's right, title and interest in and to the Lease. Assignee accepts and assumes the duties, rights, obligations and responsibilities of Assignor under the Lease, from and after the effective date of this Assignment, and agrees to be bound by the provisions of the Lease. By its execution hereof, Assignor agrees to hold harmless and indemnify Assignee from any loss, liability or responsibility, including attorney's fees, court costs and similar costs and fees, arising from any matter occurring under the Lease prior to the effective date of this, subject Assignment.

6. This Assignment shall become effective upon the closing of the transaction described in that certain Contract for Purchase and Sale between Assignor and Assignee dated May 8, 2013, as amended and extended; with the further provision that the closing shall not be deemed to have occurred until and unless the City of Venice signifies its consent to this Assignment by executing page 4 of this Assignment, and the City of Venice also completes and executes that certain Landlord Estoppel Certificate annexed to this Assignment as **Exhibit "B"**, the completion of the Certificate to be to the satisfaction of Assignee.


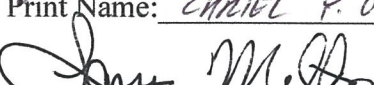
7. This Assignment shall not release or relieve Assignor from any duty, obligation or liability pursuant to the terms and conditions of the Lease either existing or accruing prior to October 1, 2020. Assignor shall be released and relieved of all duties, obligations and liabilities pursuant to the terms and conditions of the Lease either occurring or accruing after September 30, 2020.

IN WITNESS WHEREOF, this Assignment has been executed as of the dates set forth below.

WITNESSES:

**ASSIGNOR:**

VAS LEASING COMPANY, LLC, a Florida  
limited liability company

  
Print Name: EMIEL Y. OLAVVAN  
  
Print Name: Lance Mills

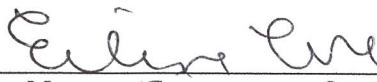
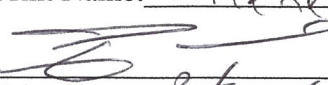
By:   
Robert D. Martin  
As Its Manager

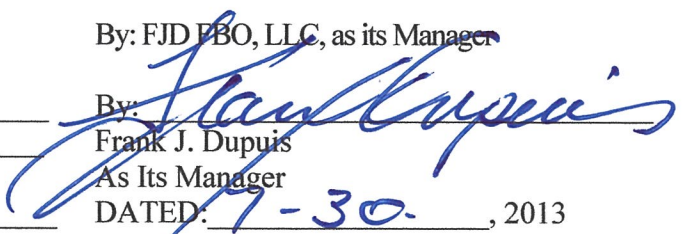
DATED: 7-31, 2013

**ASSIGNEE:**

TRISTATE AVIATION GROUP OF FLORIDA, LLC, a  
Florida limited liability company

By: FJD FBO, LLC, as its Manager

  
Print Name: Emilee Cole  
  
Print Name: Patricia Foreman

By:   
Frank J. Dupuis  
As Its Manager

DATED: 7-30, 2013

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was (sworn to) (executed and acknowledged) before me on July 31, 2013, by Robert D. Martin, as Manager of VAS LEASING COMPANY, LLC, a Florida limited liability company.

Personally known X  
or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



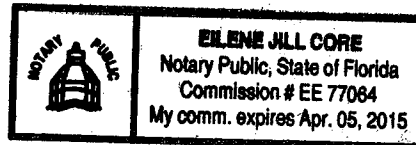
John J. McCormack  
Notary Public  
Print Name: John J McCormack  
My Commission Expires: March 13, 2017

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was (sworn to) (executed and acknowledged) before me on July 30, 2013, by Frank J. Dupuis, as Manager, FJD FBO, LLC, as Manager of TRISTATE AVIATION GROUP OF FLORIDA, LLC, a Florida limited liability company.

Personally known \_\_\_\_\_  
or Produced Identification X  
Type of Identification Produced FLDL

Elene Jill Core  
Notary Public  
Print Name: Elene Jill Core  
My Commission Expires: \_\_\_\_\_



CONSENT TO ASSIGNMENT OF LEASE

The City of Venice, as landlord or lessor under that certain above-described lease agreement between the City of Venice and Huffman Aviation, Inc., dated September 26, 1995, as amended by Lessor's Consent to Assignment and Amendment of Lease Agreement dated March 5, 2003, and as amended by that certain Amendment to Lease dated December 1, 2004, a copy of which is attached to that certain Affidavit recorded in Official Records Instrument #2009114724, and as previously assigned to VAS

LEASING COMPANY, LLC, a Florida limited liability company, by virtue of that certain Assignment of Lease dated March 18, 2003, a copy of which was also attached to the aforementioned affidavit recorded in Official Records Instrument #2009114724, all of the Public Records of Sarasota County, Florida, hereby consents to the hereinabove further assignment to Tristate Aviation Group of Florida, LLC, a Florida limited liability company, subject to the following terms and conditions:

1. The undersigned's consent is subject to all of those various provisions contained in that certain Landlord Estoppel Certificate executed by the undersigned and a copy of which is annexed hereto as Exhibit "B".

2. Notwithstanding anything to the contrary contained hereinabove, VAS LEASING COMPANY, LLC, a Florida limited liability company, shall remain liable to the undersigned, for the full and faithful performance of all terms and conditions contained in the Lease either existing or accruing prior to October 1, 2020.

Dated as of \_\_\_\_\_, 2013.

**WITNESSES:**

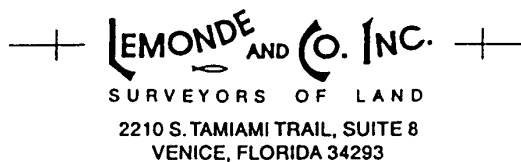
**Landlord:**  
**City of Venice**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As Its Mayor

**ATTEST:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
City Clerk, City of Venice

SWD:stF:\DOCS\RE\File No. 11036-12\Assignment of Lease CLEAN 6.28.13



302.04

TEL: 941-493-8000

FAX: 941-497-5160

**PARCEL B**LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 375, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION", AS RECORDED IN PLAT BOOK 20, PAGES 7, 7-A AND 7-B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR A POINT OF COMMENCEMENT; THENCE, ALONG THE NORTH RIGHT-OF-WAY LINE OF AIRPORT AVENUE (80 FOOT RIGHT-OF-WAY), NORTH 89° 22' 48" WEST, 187.97 FEET; THENCE SOUTH 00° 49' 48" WEST, 80.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT AVENUE, (80 FOOT RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89° 22' 48" EAST, 340.90 FEET; THENCE SOUTH 00° 49' 48" WEST, 394.02 FEET; THENCE NORTH 89° 10' 12" WEST, 450.40 FEET; THENCE NORTH 00° 49' 48" EAST, 165.18 FEET; THENCE NORTH 89° 10' 12" WEST, 530.81 FEET, FOR A POINT OF BEGINNING; THENCE SOUTH 0° 37' 12" WEST, 36.35 FEET; THENCE NORTH 89° 22' 48" WEST, 285.00 FEET; THENCE NORTH 0° 37' 12" EAST, 261.59 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT AVENUE, (80 FOOT RIGHT-OF-WAY); THENCE SOUTH 89° 22' 48" EAST, ALONG SAID RIGHT-OF-WAY LINE, 285.50 FEET; THENCE SOUTH 0° 37' 12" WEST, 225.24 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1.7115 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

NOTE: BEARINGS AS SHOWN HEREON REFER TO THE PLAT OF "VENICE AIRPORT SUBDIVISION", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGES 7, 7-1 AND 7-B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CERTIFIED AS TO DESCRIPTION ONLY.  
NOT A BOUNDARY SURVEY.

FOR: VENICE AVIATION SERVICES.  
DATE: FEB. 4, 2003  
FILE NO: 83-08-15-03A

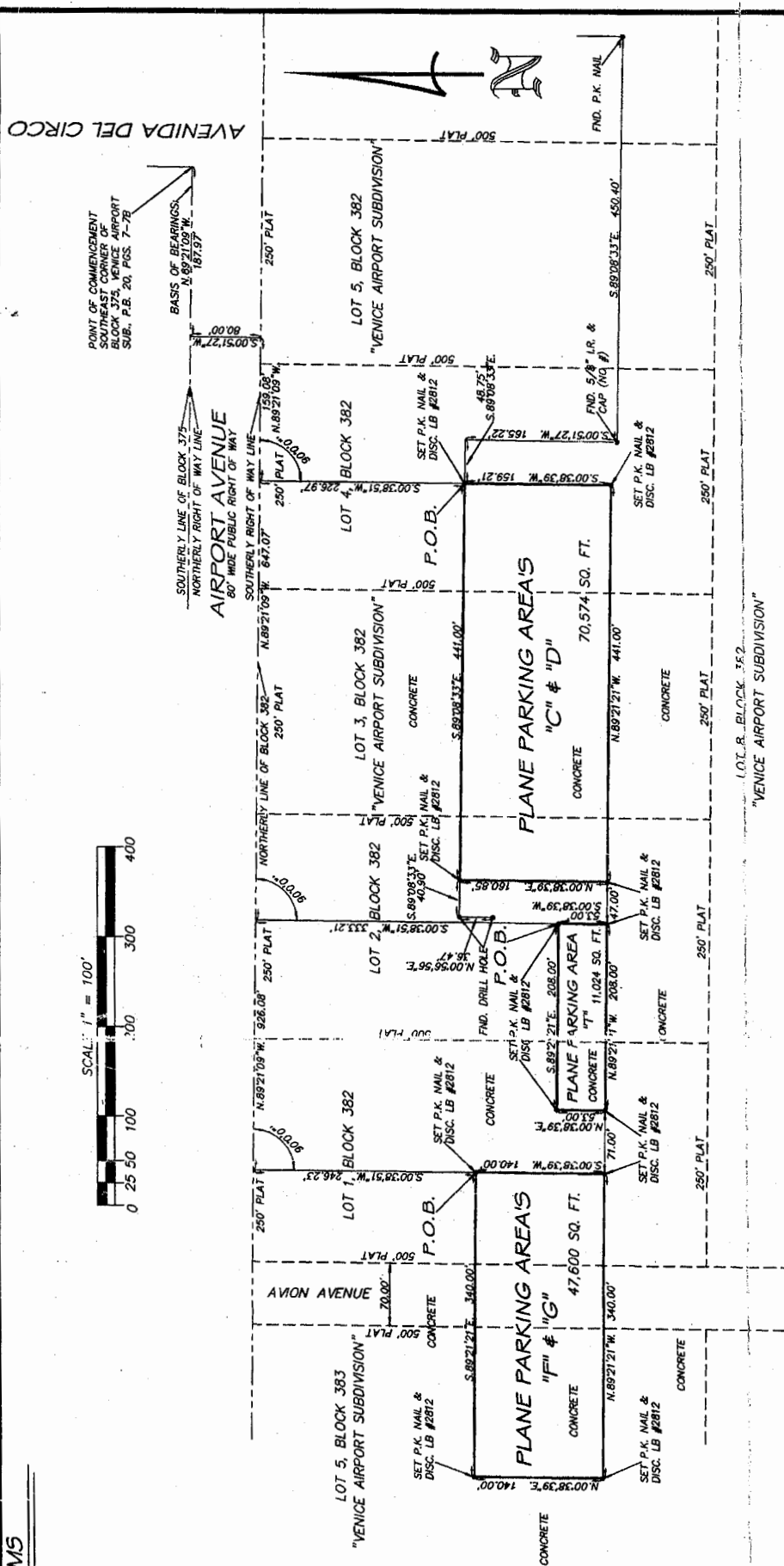
2-4-03

DANIEL E. LEMONDE, P.L.S.  
STATE OF FLORIDA CERT. NO. 2909

**PROPERTY OF  
RECORDS DEPT.  
CITY OF VENICE**

ABBREVIATIONS OF SURVEYING TERMS

- (C) = CALCULATED DISTANCE, ANGLE OR BEARING  
(M) = MEASURED DISTANCE, ANGLE OR BEARING  
(P) = PLAT DISTANCE OR BEARING  
(R) = RADIAL LINE OR RADIUS  
A = ARC  
ALUM. = ALUMINUM  
B.M. = BENCH MARK  
BLDG. = BUILDING  
C.B. = CONCRETE BLOCK AND STUCCO  
C.L.F. = CHAIN LINK FENCE  
C.M. = CONCRETE MONUMENT  
C.M.P. = CLEAN OUT FITTING  
CATV = CABLE TELEVISION BOX  
CH. = CHORD  
CL. = CENTERLINE  
CONC. = CONCRETE  
COR. = CORNER  
D.F. = DRAIN FIELD  
EASE. = EASEMENT  
E.L. OR ELEV. = ELEVATION  
E/P = EDGE OF PAVING  
E/W = EDGE OF WATER  
F.B. = FIELD BOOK  
F.F. = FINISHED FLOOR  
F.N. = FURNITURE  
F.P. & L. = FLORIDA POWER & LIGHT COMPANY  
FT. = FEET  
G.V. = GATE VALVE  
GUY = GUY ANCHOR  
H.H. = HANDHOLE  
H.W. = HEADWALL  
I.P. = IRON PIPE  
I.R. = IRON ROD OR RE-BAR  
INT. = INTERSECTION  
INV. = INVERT  
J.B. = JUNCTION BOX  
L.B. = LAND SURVEYORS BOARD LICENSE NUMBER  
L. = LENGTH  
M.H. = MANHOLE  
M.H.W. = MEAN HIGH WATER LINE  
M.L.W. = MEAN LOW WATER LINE  
O.H.W. = ORDINARY HIGH WATER LINE  
O.S. = OFFSET  
P.C. = POINT OF CURVATURE  
P.C.C. = POINT OF COMPOUND CURVATURE  
P.C.P. = PERMANENT CONTROL POINT  
PG. = PAGE  
P.I. = POINT OF INTERSECTION  
P.L.S. = PROFESSIONAL LAND SURVEYOR  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
P.O.P. = POINT OF PIVOT  
P.R.M. = PERMANENT REFERENCE MONUMENT  
P.T. = POINT OF TANGENCY  
PAVT. = PAVEMENT  
R.C.P. = REINFORCED CONCRETE PIPE  
R.C.W. = RECLAIMED WATER SERVICE  
REF. = RESIDENCE  
RET. = RETAINING  
R/W = RIGHT OF WAY  
R.S. = REGISTERED LAND SURVEYOR  
R.P. = RADIUS POINT  
R.H. = RAILROAD HEAD  
S.H. = SPRINKLER HEAD  
S.S. = SEWER SERVICE  
S. = SEPTIC TANK  
SQ. = SQUARE  
SW. = SIDEWALK  
T.B.M. = TEMPORARY BENCH MARK  
T.E. = TELEPHONE  
TOPO. = TOPOGRAPHICAL  
TRANS. = TRANSFORMER  
T/B = TOP OF BANK  
T/S = TOE OF SLOPE  
U.G. = UNDERGROUND  
W.T.W. = WATERWAY  
W. = WATER  
W.S. = WATER SERVICE
- THIS LIST IS PROVIDED PURSUANT TO 61G17-6.003 (19) FLORIDA ADMINISTRATIVE CODE AND TO ASSIST YOU IN UNDERSTANDING THE ATTACHED SURVEY.



DESCRIPTION OF PLANE PARKING AREA "T" & "D" AT VENICE AIRPORT, CITY OF VENICE, SARASOTA COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING A PORTION OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 16

**LANDLORD ESTOPPEL CERTIFICATE**

Tenant Name: **VAS LEASING COMPANY, LLC, a Florida limited liability company**

Tenant Trade Name If Different From Above Name: **N/A**

Address of Leased Space of Premises: **224 East Airport Avenue, Venice, FL 34285**

Original Lease Dated September 26, 1995, between Huffman Aviation, Inc. as tenant and the City of Venice as Landlord, as amended by Lessor's Consent to Assignment and Amendment of Lease Agreement dated March 5, 2003, and as amended by that certain Amendment to Lease dated December 1, 2004, a copy of which is attached to that certain Affidavit recorded in Official Records Instrument #2009114724, and as previously assigned to VAS LEASING COMPANY, LLC, a Florida limited liability company, by virtue of that certain Assignment of Lease dated March 18, 2003, a copy of which was also attached to the aforementioned affidavit recorded in Official Records Instrument #2009114724, all of the Public Records of Sarasota County, Florida, (the lease, amendments and assignment are hereinafter collectively referred to as the "Lease").

Landlord hereby certifies to Tenant as follows concerning the Lease identified above:

1. The Landlord is the landlord/lessor under the Lease, and Tenant is the current tenant/lessee under the Lease. The Lease is currently in full force and effect, and will terminate September 30, 2020. Tenant has the right to renew the Lease for one (1) additional period of five (5) years, said renewal term if applicable to begin October 1, 2020 and to end September 30, 2025.
2. The Lease has not been modified or amended (except as described below, if applicable), is in good standing and in full force and effect. Modifications, if any, and date and effect of any modification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Tenant currently pays rent under the Lease in the amount of \$\_\_\_\_\_ per month plus sales tax, and such rent has been paid through the period ending on \_\_\_\_\_, 2013.
4. Tenant has paid a security deposit under the Lease in the amount of \$\_\_\_\_\_. Tenant has paid last month's rent in the amount of \$\_\_\_\_\_. Any other deposits or prepaids held by Landlord: \_\_\_\_\_.
5. Under the Lease, Tenant is required to pay as additional rent, pass-through charges as follows, if any:  
\_\_\_\_\_
6. As far as is known to Landlord, there are no defaults of Tenant under the Lease.

7. As far as Landlord knows, Tenant has no charge, lien, claim of set-off or defense against rents or other charges due or to become due under the Lease or otherwise under any of the terms, conditions, or covenants contained therein.
8. Tenant has not received any future concession (free rent, reduced rent or otherwise) in connection with renting the Premises except as follows:
- \_\_\_\_\_
9. To the knowledge of Landlord, Tenant has no outstanding complaints against Landlord and Landlord has no outstanding complaints against Tenant except as follows:
- \_\_\_\_\_
10. Additional comments of Landlord applicable to Lease and/or Tenant:
- \_\_\_\_\_
- \_\_\_\_\_
11. The individual executing this certificate represents that he/she is a duly authorized signatory of Landlord, with full power and authority to bind Landlord by his/her execution hereof and that the execution of this certificate has in fact been duly approved and authorized.

**Landlord:**  
**City of Venice**

Date: \_\_\_\_\_, 2013

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

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_