

**AMENDMENT TO**  
**RESTATED LEASE AGREEMENT**

This AMENDMENT TO RESTATED LEASE AGREEMENT ("Amendment") is made and entered into this 22 day of May, 2018 ("Effective Date"), at Venice, Florida, by and between the CITY OF VENICE, a Municipal Corporation under the laws of the State of Florida, hereinafter referred to as "Lessor," and TRISTATE AVIATION GROUP OF FLORIDA, LLC, a Florida Limited Liability Corporation, hereinafter referred to as "Lessee."

WHEREAS, on October 27, 2015, Lessor and Lessee entered into a Restated Lease Agreement for certain real property at the Venice Municipal Airport ("Airport"), which is owned by Lessor and is located in Sarasota County, Florida (hereinafter, the "Lease"); and

WHEREAS, Section 40 of the Lease provides, in part, that Lessee is required to relocate the above ground storage tanks and self-service fuel system on the Premises by October 1, 2025, in accordance with Exhibit D attached to the Lease; and

WHEREAS, due to the subsequent relocation of the taxiway in the vicinity of the area proposed for said relocation of the storage tanks and fuel system, which was done in order to meet the standards of the Federal Aviation Administration and to maximize aircraft parking spaces at the Airport, Lessor and Lessee agree it is in the parties' best interests to no longer relocate the storage tanks and fuel system from its current location; and

WHEREAS, Section 23 of the Lease provides for Lessee to manage certain aircraft parking spaces for use by the public in the vicinity of the Premises as shown on Exhibit C to the Lease; and

WHEREAS, due to the reconfiguration, renumbering, and relabeling of the aircraft parking spaces in the vicinity of the Premises, and the need to add additional aircraft parking spaces to Lessee's management responsibilities, Lessor and Lessee desire to amend the Lease and Exhibit C accordingly.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and in the Lease, Lessor and Lessee hereby agree as follows:

1. The following language shall be deleted from Section 40 (Construction of Improvements) of the Lease:

On or before October 1, 2025, Lessee shall, at its sole cost and expense, build, construct and complete the relocation of the above ground storage tanks and self-service fuel system as described in Exhibit D attached hereto. Such construction shall be in accordance with plans and specifications approved by Lessor prior to commencement of permitting and construction and such approval shall not be unreasonably withheld. The architectural design and the quality of construction shall be similar to the existing above ground storage tanks and self-service fuel system.

2. Exhibit D to the Lease shall be deleted in its entirety.

3. The first sentence of Section 23 (Transient Aircraft Parking) of the Lease shall be deleted in its entirety and replaced with the following:

The numbered aircraft parking spaces in Rows "C," "D," and "G" as shown in Exhibit C attached hereto, at the Airport, are rented to the general public for the purposes of parking aircraft.

4. Exhibit C to the Lease shall be replaced in its entirety with the document labeled as "Exhibit C," which is attached to this Amendment.

5. All other terms and conditions of the Lease, as amended, unless specifically amended herein shall remain in full force and effect throughout the remaining term of the Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals that day and year first above written.

CITY OF VENICE, FLORIDA

ATTEST:

  
for Lori Stelzer, City Clerk

By:

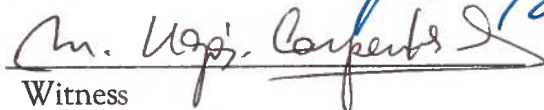
  
John W. Holic, Mayor

Approved By City Council

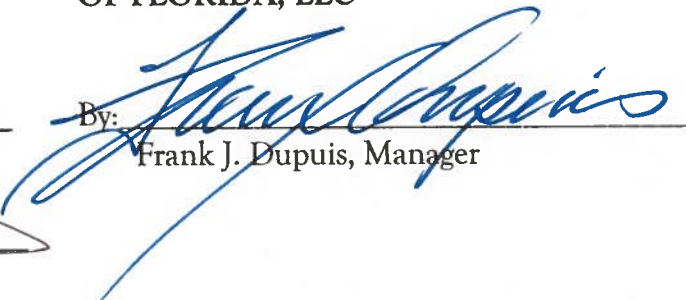
Date: May 22, 2018

TRISTATE AVIATION GROUP  
OF FLORIDA, LLC

  
Witness

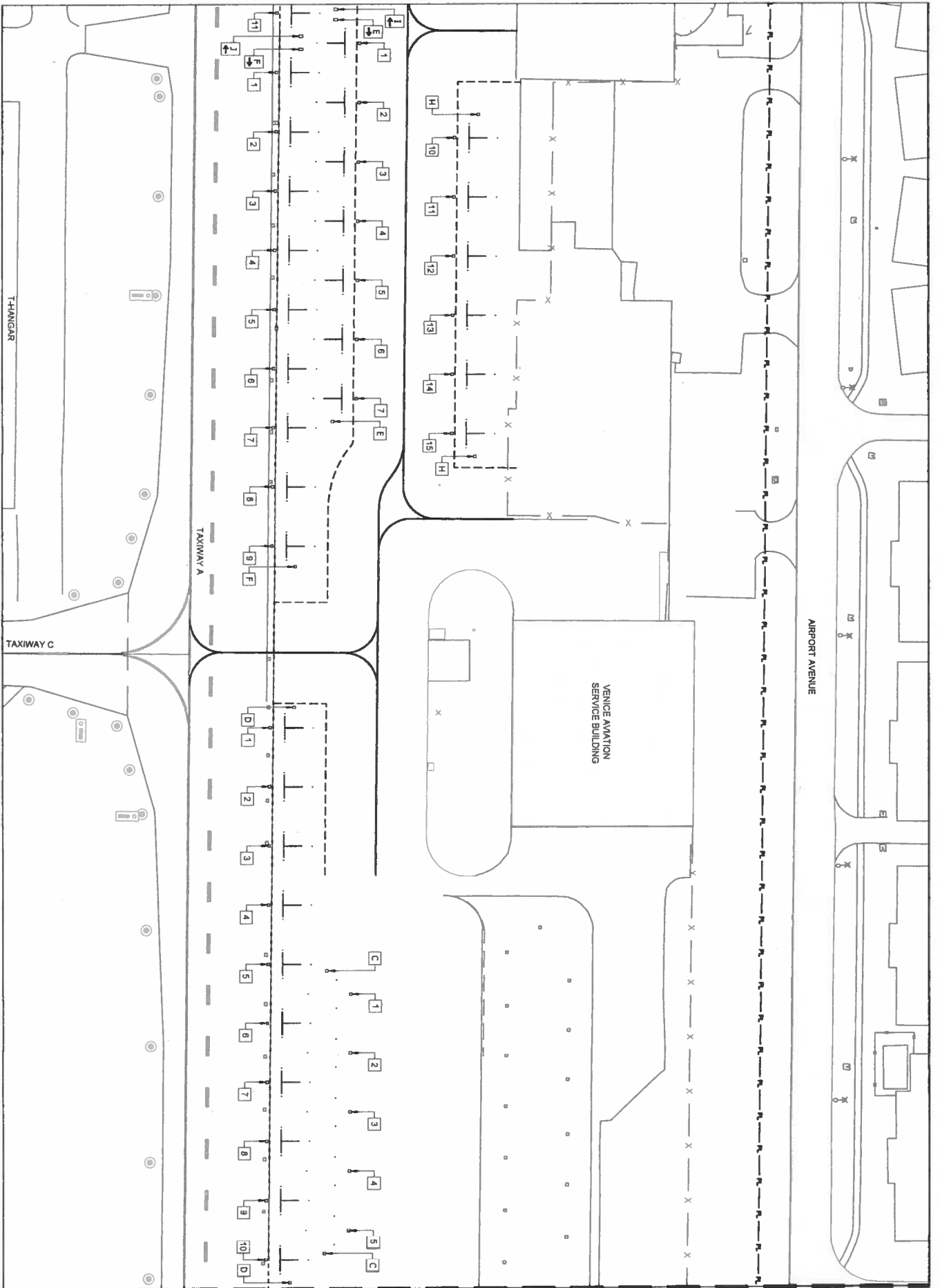
  
Witness

By:

  
Frank J. Dupuis, Manager

Approved as to Form

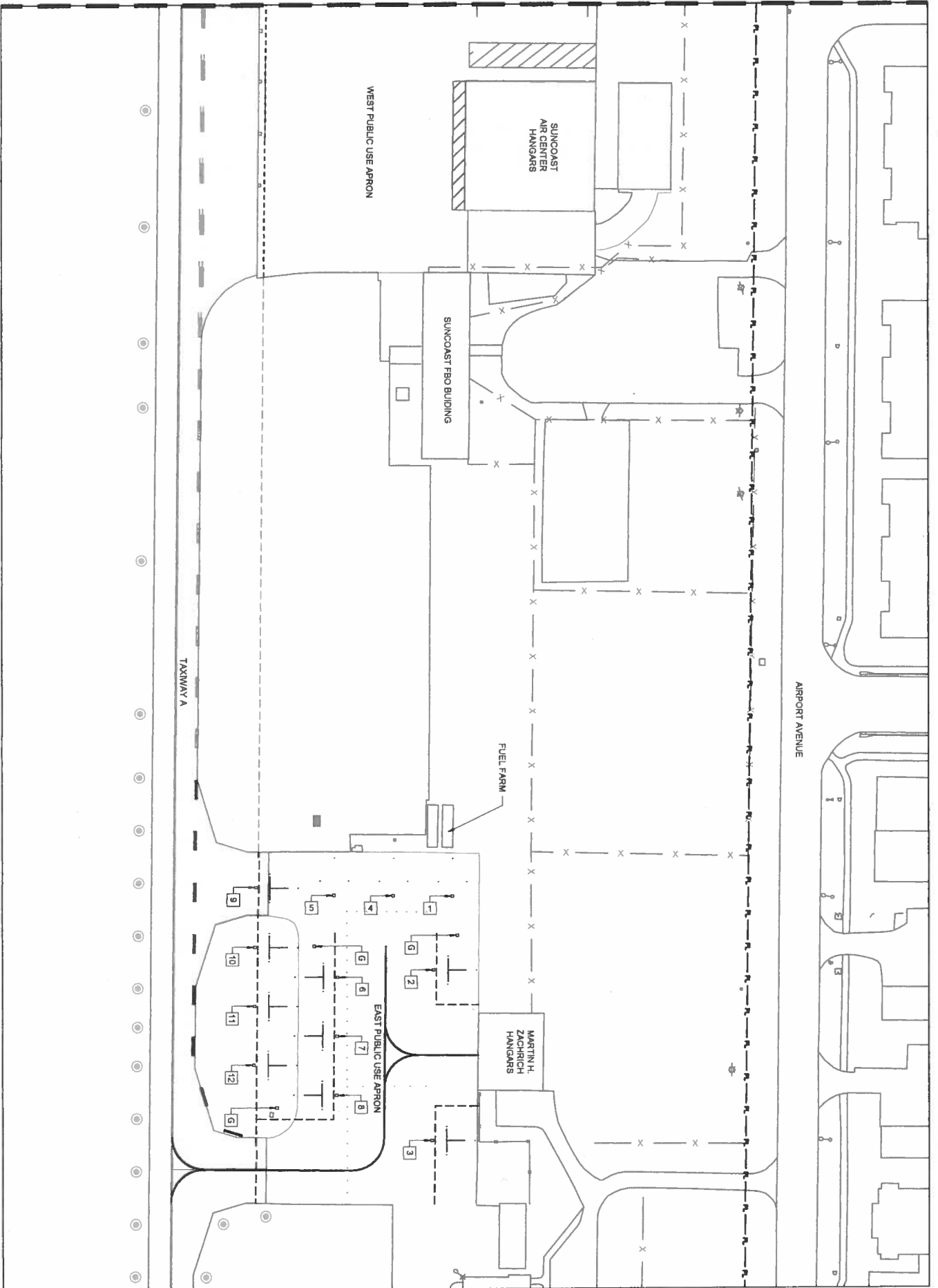
  
David Persson, City Attorney



MATCH LINE

EXHIBIT C

MATCH LINE



**EXHIBIT C**



VENICE MUNICIPAL AIRPORT  
VENICE, FL

EXHIBIT D - RELOCATION OF THE ABOVE  
GROUND STORAGE TANKS AND  
SELF-SERVICE FUEL SYSTEM

NOTE:  
THE ABOVE GROUND STORAGE TANKS AND  
SELF-SERVICE FUEL SYSTEM SHALL BE RELOCATED IN  
ACCORDANCE WITH PARAGRAPH 40 OF THIS LEASE

