

SECOND AMENDMENT TO
LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made and entered into this _____ day of September, 2020 (“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 HORIZON 880, LLC, a Foreign Limited Liability Company (authorized to do business in the State of Florida), hereinafter referred to as "Lessee."

WHEREAS, on September 24, 2019, Lessor and Lessee entered into a Lease Agreement (hereinafter, the “Lease”) for certain real property at the Venice Municipal Airport, which is owned by Lessor and is located in Sarasota County, Florida (the “Premises”); and

WHEREAS, on March 31, 2020, Lessor and Lessee entered into an Amendment to Lease Agreement to allow Lessee additional time to make the initial rent payment to Lessor, and to account for revisions to Lessor’s Drainage Improvement Project in the vicinity of the Premises; and

WHEREAS, Section 17 of the Lease provides certain deadlines related to the construction of improvements on the Premises by Lessee; and

WHEREAS, Lessee has specifically informed Lessor that it requires additional time to make application for applicable permits and governmental approvals for Lessee’s proposed development plan on the Premises; and

WHEREAS, based on the foregoing, Lessor and Lessee agree it is in the parties' best interests to provide Lessor with an additional six (6) months to make application for all applicable permits and governmental approvals for at least one of the individual structures shown on Lessee's proposed development plan on the Premises.

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

1. Section 17 of the Lease shall be amended to allow for Lessee to make application for all applicable permits and governmental approvals for at least one of the individual structures as shown on Exhibit "B" of the Lease, including the submittal of all data required for review prior to issuance of permits, by the 18-month anniversary of the Effective Date of the Lease, rather than the one-year anniversary of the Effective Date of the Lease.
2. All other terms and conditions of the Lease, including those obligations and deadlines specified in Section 17, unless specifically amended herein or under the Amendment to Lease Agreement, 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:

By:

Ron Feinsod, Mayor

Lori Stelzer, City Clerk

Approved as to Form and Correctness

Kelly Fernandez, City Attorney

HORIZON 880, LLC

Witness

By: _____
Robert V. Rogers, Manager

Witness

Witness

By: _____
Kent Jacoby, Member

Witness

Witness

By: _____
Albert Rogers, Member

Witness

Witness

By: _____
James Eppink, Member

Witness