



Restated Lease Agreement

Between:

City of Venice, Florida

and

Tristate Aviation Group of Florida, LLC

Commencement:

November 1, 2015

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RESTATED LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is made and entered into this 27th day of October, 2015 ("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 company, hereinafter referred to as "Lessee."

RECITALS

WHEREAS, Lessor is the owner and operator of that certain real property commonly known as Venice Municipal Airport ("Airport"); and

WHEREAS, Lessor currently leases property to Lessee pursuant to the assignment of three leases dated September 25, 1995, as amended; January 1, 1989, as amended; and May 23, 2006; and

WHEREAS, the purpose of this Lease is to consolidate and amend the three leaseholds and to supersede and to replace the September 25, 1995, January 1, 1989 and May 23, 2006 leases ("Prior Leases") with one restated lease ("Lease").

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. DESCRIPTION OF PREMISES

Lessor leases to Lessee and Lessee rents from Lessor, the real property located in Venice, Florida at the Airport, as described in Exhibit "A" attached hereto. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease.

2. USE OF PREMISES

Lessee shall provide Aviation Fuel Sales and Related Services as described in Category D of the Minimum Standards for Commercial Aeronautical Activities at Venice Municipal Airport ("Minimum Standards"). Lessee may conduct any additional commercial aeronautical activity permitted under the Minimum Standards for which it meets all of the general operational requirements. A copy of such standards is attached hereto as Exhibit "B." Lessee shall abide by and conform to all laws, rules, regulations, requirements and Minimum Standards applicable now, and as may be amended or adopted in the future, to the Premises and to any activities conducted thereon.

In addition, Lessee may conduct certain commercial non-aeronautical activities on a specified portion of the Premises subject to the following additional conditions:

- a. Federal Aviation Administration ("FAA") consent shall be submitted to Lessor prior to commencement of the proposed non-aeronautical activity on the specified portion of the Premises;
- b. Lessor and Lessee shall enter into a written amendment of this Lease prior to commencement of the proposed commercial non-aeronautical activity setting forth any specific terms and conditions including, but not limited to the adjustment in the rental rate as provided for herein;
- c. The portion of the Premises used for each commercial non-aeronautical activity shall be subject to an adjustment in rental rate, which shall be negotiated based on an appraisal obtained by Lessor to determine fair market value of the specified portion of the Premises;
- d. The commercial non-aeronautical activity may be conducted on an interim basis for a period of five (5) years or less;
- e. Lessee may conduct commercial non-aeronautical activities only when there is no foreseeable demand for aeronautical use of the specified portion of the Premises. Prior to commencing such use, Lessee shall demonstrate that every reasonable effort has been made to utilize the Premises for the permitted aeronautical uses as specified herein;
- f. Lessor reserves the right to terminate the commercial non-aeronautical use of the specified portion of the Premises with thirty (30) days written notice to Lessee under the following conditions:
 1. Upon Lessor's receipt of a letter of intent to conduct commercial aeronautical activities on the specified portion of the Premises from an independent operator who demonstrates the ability to meet the applicable requirements of the Minimum Standards; and
 2. Submittal to Lessor of an irrevocable letter of credit in favor of the Lessee, that is satisfactory to Lessor and which is authorized to conduct business in the State of Florida, in an amount equivalent to three (3) months' rent paid by the permitted commercial non-aeronautical activity to Lessee.
- g. The interim commercial non-aeronautical use of the specified portion of the Premises shall not interfere with the safe and efficient operation of the Airport or create an Airport hazard.

Lessee shall not use or permit the Premises, or any part thereof, to be used for any purpose other than the purposes for which the Premises are leased as provided for herein. Any use of the Premises, or any part thereof, other than the purposes for which the Premises are leased as provided herein shall be deemed a default of this Lease.

No use shall be made or permitted to be made of the Premises, or acts done, that will cause a cancellation of any insurance policy covering the buildings located on the Premises or any part of the Premises; nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Premises, any article prohibited by the standard form of fire insurance policies.

3. TERM

This Lease term ("Initial Term") shall be for a period of thirty (30) years, commencing on November 1, 2015, and ending on October 31, 2045. As used in this Lease, the expression "term of this Lease" refers to such Initial Term and to any renewal of the Lease as outlined herein.

4. OPTION TO RENEW

Lessor grants to Lessee, subject to the conditions set forth below, the right and option to renew this Lease for a period of five years ("Renewal Term"), beginning on November 1, 2045, and expiring on October 31, 2050, at a rental rate determined as provided pursuant to Sections 6 and 7 of this Lease, and otherwise subject to and on all of the terms and conditions herein contained. This option must be exercised by the giving to Lessor, at least one hundred and eighty (180) days in advance, a written notice to exercise this option by Lessee, but Lessee shall in no event be entitled to renew the term of this Lease, even though notice is timely given, unless Lessee shall have timely performed all of its obligations under this Lease, and shall not be in default in the performance of any of its obligations, on the date of the expiration of the initial term of this Lease.

5. EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease shall be construed to be a tenancy from month to month, at a rate of twice the monthly rent as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Lease and shall otherwise be on the terms and conditions specified in this Lease, so far as applicable.

6. RENT

The monthly rent for the first three (3) years of this Lease shall be ten thousand nine hundred eighty two dollars and six cents (\$10,982.06) payable in advance, on the first day of each month. The rent shall be paid to Lessor without notice or demand and without abatement, deduction, or setoff. A late charge equal to five percent (5%) of the rent payment shall be assessed for each rent payment paid ten (10) or more days after its due date.

The rent specified herein shall be net to Lessor and all costs, expenses, and obligations of every kind related to the Premises which may arise or become due during the term of this Lease shall be paid by Lessee. Lessor shall be indemnified by Lessee against such costs, expenses, and obligations.

If the Lessee is in default on any payments under this Lease and any other person is subletting or occupying the Premises, or if the Lessee assigns this Lease, the Lessor may collect rent from the assignee, subtenant, or occupant. The Lessor may apply the net amount collected to the rent required under this Lease. The Lessor's collection of the rent does not waive the covenant against assignment and subletting under this Lease nor does it constitute the Lessor's acceptance of the assignee, subtenant, or occupant as a Lessee, nor the Lessor's waiver of the Lessee's further performance of the covenants contained in this Lease.

7. RENT ADJUSTMENT

a. Rent adjustment based on consumer price index. Except as provided below, monthly rent for each subsequent year of the term of this Lease shall be adjusted every three (3) years based on fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("Index") as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. Commencing in 2018, and every three years thereafter, said adjustment shall be made on November 1 and shall be effective for the ensuing three (3) years. Each rental adjustment shall be the result obtained by multiplying the then existing monthly rent by a fraction, the numerator of which shall be the Index for August in the year the adjustment is made and the denominator of which shall be the Index for the month one year preceding the month from which the Index used in the numerator was chosen.

It is the parties' intent that the monthly rent shall be increased by the same percent amount as the percent increase in the Index during the year preceding the adjustment.

Should the Bureau of Labor Statistics change the manner of computing the subject Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such

conversion factor. Should publication of the subject Index be discontinued by the Bureau of Labor Statistics, then whichever Index published by the United States Government most nearly approximating said discontinued Index shall be used in making the adjustments provided for herein.

b. Rent adjustment based on appraisal. Additionally, the monthly rent shall be renegotiated prior to November 1, 2036 at the sole discretion of Lessor based upon an appraisal of the Premises obtained by the Lessor and prepared by a qualified MAI-designated ("MAI") appraiser, or equal, not more than one hundred and eighty days (180) prior to November 1, 2036, excluding any and all improvements that may currently exist or any future improvements that may be developed by Lessee during the term of this Lease.

This renegotiated monthly rent shall be calculated at a rate of not less than eight percent (8%) and not greater than twelve percent (12%) of the fair market value of the Premises. Determination of the exact percentage of fair market value rent within the aforementioned range shall be negotiated by the parties in good faith utilizing relevant market information.

Lessee may obtain, at its sole expense, a separate appraisal by a qualified MAI appraiser. Should the two appraisals differ by more than ten percent (10%), a third qualified MAI appraiser shall be selected by both Lessor and Lessee. The cost of the third appraiser will be shared equally by Lessor and Lessee. The third appraisal will be utilized to determine fair market value of the Premises based on a review of both Lessor and Lessee's appraisals.

This renegotiated monthly rent shall be effective on November 1, 2036. The rent adjustment based on the Index shall not apply for the three (3) year period commencing on November 1, 2036, but shall be adjusted as described in Section 7a. on November 1, 2039 and every three (3) years thereafter throughout the term of this Lease.

In no event shall the rent ever be decreased.

8. SALES TAX

Lessee shall pay to Lessor each month a sum equal to any sales tax, tax on rentals, and any other charges or taxes now in existence or hereafter imposed, based upon the privilege of renting the Premises, or upon the amount of Rent collected therefore (collectively, the "Sales Tax").

9. RENT AS A SEPARATE COVENANT

Lessee shall not for any reason withhold or reduce Lessee's required payments of rent and other charges unless provided for in this Lease, it being expressly understood and agreed by the parties that the payment of rent is a covenant by Lessee that is independent of the other covenants of the parties hereunder.

10. FUEL FLOWAGE FEES

As a term and condition of this Lease for dispensing fuel on the Premises, Lessee shall pay fuel a flowage fee ("Fee") as provided herein for all types of aviation fuel received by or through Lessee or on Lessee's leased premises. Lessee agrees to provide Lessor with a copy of each fuel delivery receipt from the petroleum vendor indicating amount of product received.

The Fee to be paid to Lessor through October 31, 2036 shall be five cents (\$0.05) per gallon. Thereafter, the Fee shall be adjusted as provided for in Section 11. The Fee shall be paid monthly by Lessee to Lessor within ten (10) days of the end of each calendar month. Lessee agrees to pay a late charge equal to five (5%) percent of the Fee if payment has not been rendered to Lessor within the required time frame.

11. FUEL FLOWAGE FEE ADJUSTMENT

a. Fuel flowage fee adjustment based on market rate analysis. The Fee shall be shall be renegotiated prior to November 1, 2036, at the sole discretion of Lessor, based upon a market rate analysis prepared by a qualified MAI appraiser, or equal, not more than one hundred and eighty days (180) prior to November 1, 2036.

Lessee may obtain, at its sole expense, a market rate analysis by a qualified MAI appraiser. Should the two analyses differ by more than ten percent (10%), a third qualified MAI appraiser shall be selected by both Lessor and Lessee. The cost of the third appraiser will be shared equally by Lessor and Lessee. The third market rate analysis will be utilized to determine the Fee based on a review of both Lessor and Lessee's analyses.

The renegotiated Fee shall be effective on November 1, 2036.

b. Fuel flowage fee adjustment based on consumer price index. Additionally, beginning on November 1, 2036, the Fee required to be paid by Lessee to Lessor herein shall be adjusted every five (5) years of this Lease and shall be increased based on fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("Index") as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. Commencing in 2041, said adjustment shall be made on November 1 and shall be effective for the ensuing five (5) year

period. Each adjustment shall be the result obtained by multiplying the then-existing fee by a fraction, the numerator of which shall be the Index for August in the year the adjustment is made and the denominator of which shall be the Index for the month five years preceding the month from which the Index used in the numerator was chosen. The Fee shall be increased by the same percent amount as the percent increase in the Index during the year preceding the adjustment. Unless otherwise agreed to by the parties, the Fee adjustment based on the Index shall not apply to the first five (5) years of the period for which the Fee has been renegotiated.

Should the Bureau of Labor Statistics change the manner of computing the subject Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of the subject Index be discontinued by the Bureau of Labor Statistics, then whichever Index published by the United States Government most nearly approximating said discontinued Index shall be used in making the adjustments provided for herein.

In no event shall the fee ever be decreased.

12. TAXES AND ASSESSMENTS

Lessee shall pay, before they become due, all applicable sales taxes, ad valorem taxes and any other taxes or assessments levied or assessed upon or with respect to the Premises, and all ad valorem taxes for Lessee's personal property used in connection therewith. This Lease shall be a net lease with Lessor receiving rent free of any indebtedness, encumbrances or liens of any nature whatsoever.

Lessee shall have the right at its own expense and cost, and for its sole benefit, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed to or levied upon the Premises and required to be paid by the Lessee hereunder, and to defend any claims for lien that may be asserted against Lessor's and, if required by law, the Lessee may take such action in the name of the Lessor, who shall cooperate with the Lessee to such extent as the Lessee may reasonably require, to the end that such proceedings may be brought to a successful conclusion. Provided, however, that the Lessee shall fully indemnify and save the Lessor from all loss, cost, damage and expense incurred or to be incurred or suffered by the Lessor

Lessee shall furnish to Lessor for its inspection upon request in writing, within ten (10) days after the date any amount is payable by the Lessee, as provided in this Section, official receipts of the appropriate taxing authority or other proof satisfactory to the Lessor evidencing payment.

13. SECURITY OF PAYMENT

In consideration of Lessee's good and faithful performance of the terms and conditions of the Prior Leases, Lessee shall not be required to provide security for payment. However, prior to the effective date of the assignment of this Lease, or any interest in this Lease, as described in Section 37, the assignee shall be required to secure the payment for the rent, taxes and assessments, charges, fees and/or other payments required hereunder ("Security Deposit"). Assignee shall comply with one of the following three (3) options and maintain such Security Deposit in effect during the term of this Lease:

- a. Surety bond. Assignee shall post with Lessor a separate surety bond to be maintained throughout the term of this Lease in an amount equal to three (3) months' rent as required hereunder. Such bond will be issued by a surety company acceptable to Lessor and authorized to do business in the state of Florida, and will be in a form and content satisfactory to Lessor; or
- b. Letter of credit. Assignee will deliver to Lessor a separate irrevocable letter of credit drawn in favor of Lessor upon a bank which is satisfactory to Lessor and which is authorized to do business in the state of Florida. Said irrevocable letter of credit will be in an amount equal to three (3) months' rent as required hereunder; or
- c. Three (3) months' rent. Assignee shall deposit an amount equal to three (3) months' rent in a non-interest bearing escrow account to Lessor.

In the event Assignee fails to perform the payment terms and conditions of this Lease, Lessor, in addition to any other rights and remedies available to Lessor, may at any time apply the Security Deposit or any part thereof toward the payment of Assignee obligations under this Lease. In such event, not later than seven (7) days after notice Assignee, will restore the Security Deposit to its original amount.

Any release of liability of the Security Deposit required pursuant to this section will be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire term of this Lease. Notwithstanding the above, Security Deposit pursuant to the above section will at all times be current. Upon the expiration of this Lease, Lessor will return the remaining balance of the Security Deposit provided pursuant to this section within thirty (30) days, subject to payment of any outstanding rent, taxes and assessments, charges, fees and/or other payments due hereunder.

If at any time, Lessee shall become delinquent in any of its payments due under this Lease by thirty (30) days or more, Lessor reserves the right to reinstate the security for payment requirement by providing not less than thirty (30) days written notice to Lessee.

14. PAYMENT

Lessee shall pay all rents, fees, charges and billings required to be paid to Lessor under this Lease to the following address: City of Venice, 401 W. Venice Ave., Venice, FL 34285. The address to which payment shall be submitted may be changed by Lessor by providing not less than (30) days written notice to Lessee.

15. DELIVERY OF POSSESSION

If, for any reason whatsoever, Lessor cannot deliver possession of the Premises to Lessee at the commencement of the lease term as specified above, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from the inability to deliver possession. In such event, there shall be a proportionate reduction of rent covering the undelivered portion of the Premises for the period between the commencement of the Lease term and the time when Lessor can deliver full possession of the Premises.

16. AS IS CONDITION

Lessee taking possession of the Premises shall be conclusive evidence that the Premises and all structures and buildings as well as all component parts and fixtures, if any, were in satisfactory condition and accepted as of the date of possession. No promises of the Lessor to alter the Premises and no representations respecting the condition of the Premises have been made by Lessor to Lessee other than as specifically set forth in this Lease.

17. WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that Lessor is seized of the Premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Premises during the term of this Lease.

18. COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES AND RULES

During the term of this Lease, Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances or rules affecting the Premises, whether existing or as may be updated from time to time, including but not limited to permitted and restricted activities, security, parking, ingress and egress, environmental and stormwater regulations and any other matters related to the operation of the Airport. Lessee agrees to cooperate with any investigation, audit or inquiry by the Lessor or any governmental agency regarding possible violation of any law or regulation.

19. PERMITS AND LICENSES

Lessee shall be strictly liable, responsible and bear all costs of obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations in connection with the operation of its businesses on the Premises, however designated, as may be required at any time throughout the entire term of this Lease including any extensions by any federal, state, or local governmental entity or any court of law having jurisdiction over Lessee or Lessee's operations. Lessee shall furnish to Lessor, within seven (7) days, upon request in writing, copies of any such permits, certificates and licenses.

20. WASTE AND NUISANCE PROHIBITED

Lessee shall not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or damage to the Premises, commit or suffer to be committed any waste on the Premises, or any nuisance.

21. OPERATION OF THE FACILITY

Lessee shall operate its businesses on the Premises continuously and without interruptions throughout the term of the Lease as required in the Minimum Standards attached hereto as Exhibit "B." The discontinuance of Aviation Fuel Sales and Related Services as described in Category D of the Minimum Standards for a period in excess of thirty (30) days shall be deemed a default of this Lease and, unless before or during such thirty (30) day period Lessee demonstrates to Lessor a reasonable and diligent good faith effort to provide such functions, Lessor, at its option without notice, shall be entitled to terminate this Lease in accordance with the provisions of Section 44.

22. UNICOM

During the business hours of Lessee, Lessee shall provide Universal Communications ("UNICOM") service to any aircraft, upon request, without discrimination. UNICOM service is defined as an air/ground radio communications station to provide airport information at public use airports where there is no tower. The UNICOM station may provide pilots, upon request, with weather information, wind direction, the recommended runway or other necessary information. Its use is limited to the necessities of safe and expeditious operation of aircraft and, secondarily, communications may be transmitted concerning ground transportation requests.

The UNICOM station is licensed to Lessor by the Federal Communications Commission for operation at the Airport. Lessee is assigned the responsibility and operation of the UNICOM station in accordance with Federal Communications Commission, US Department of Transportation and Federal Aviation Administration guidance pertaining to its function on behalf of Lessor. The relocation of the UNICOM station for assignment of operation and/or responsibility may be only authorized by Lessor.

23. TRANSIENT AIRCRAFT PARKING

Parcels "C", "D", "F", "G" and "T", as described in Exhibit C attached hereto, at the Airport are rented to the general public for the purposes of parking aircraft. Lessor has established lease forms, terms and conditions for the rental of such space and Lessee has personnel available at the Airport to provide line services, execute, administer and collect the rent, sales tax and any other taxes for such aircraft parking. Therefore it is agreed that Lessee shall, on behalf of Lessor, provide line services, execute, administer and collect the rent, sales tax and any other taxes for such aircraft ramp parking designated by Lessor at Lessee's expense. All of the parking fees shall be executed and administered by Lessee on appropriate forms provided by Lessor applicable now, and as may be amended or adopted in the future, and in accordance with the terms and conditions lawfully established by Lessor. Lessee shall provide the necessary tie-down ropes and/or chains for securing aircraft at the aircraft ramp lease locations.

Lessee shall be entitled to establish fees for such aircraft parking based on market demand and other reasonable industry-accepted methodologies. Lessee shall submit a schedule of fees to Lessor on or before the Effective Date of this Lease and at any time the fees are revised during the term of this Lease.

Lessee shall retain fifty percent (50%) of all rent due as its fee for services herein provided. The remaining fifty percent (50%) of any rent due to Lessor shall be paid to Lessor by the fifth (5th) day of each month, or a five percent (5%) late charge of the previous month's fee shall be assessed by Lessor. Lessee shall maintain a complete record concerning all forms, rents due and Lessor shall have the right to inspect all such records. Lessee shall indemnify Lessor for any claims or liability resulting from Lessee's performance of or failure to perform accordingly.

Nothing in the section shall be construed as to alter the relationship of the parties as lessor and lessee, and as further provided for under Section 71 herein.

The contents of this section do not apply to tie-down parcels "A" and "B" as they are leased by Lessor to Lessee as part of this Lease and are included in the rent pursuant to Section 6 of this Lease.

24. BASED AIRCRAFT REPORT

Lessee shall furnish to Lessor, within seven (7) days upon request in writing, a report of all aircraft located on the Premises. The report shall include, at a minimum, the following items: aircraft type, make, model, registration number and any other information as may reasonably be requested by Lessor.

25. REPAIRS AND DESTRUCTION OF IMPROVEMENTS

Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the Premises, including all buildings and improvements of every kind that may be a part of the Premises, and all appurtenances to the Premises, including sidewalks adjacent to the Premises, in good, sanitary, and neat order, condition and repair, and, except as specifically provided in this Lease, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises or any other buildings or improvements on it. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on the Premises, or any activity or condition on or in such Premises.

Within thirty (30) days of written notice by Lessor, Lessee must perform reasonable maintenance or repairs as directed by Lessor. If the maintenance or repairs cannot reasonably be completed within thirty (30) days, Lessee shall commence the repairs within such period of thirty (30) days. In the event Lessee fails to promptly undertake and satisfy the obligations imposed herein within thirty (30) days of written notice, Lessor, in addition to the other remedies provided herein, shall have the right, but shall not be obligated to, enter on to the Premises and effect such maintenance or repairs and recover those costs and expenses from Lessee. If Lessee fails to reimburse Lessor for the cost of such maintenance or repairs, within thirty (30) days of the completion of such maintenance or repairs, Lessee's failure to pay Lessor shall be a default under this Lease.

The damage, destruction, or partial destruction of any building or other improvement that is part of the Premises shall not release Lessee from any obligation under this Lease, except as expressly provided below in Section 27. In case of damage to or destruction of any such buildings or improvement, Lessee shall at its own expense promptly repair and restore the building or improvement to a condition as good as or better than that which existed prior to the damage or

destruction. Without limiting such obligations of Lessee, it is agreed that the proceeds of any insurance covering the damage or destruction shall be made available to Lessee for repair or replacement.

26. INSPECTION OF IMPROVEMENTS

Lessor shall have the right, but not the obligation, at its expense, to have an inspection of the Premises prepared within the first one hundred and eighty (180) days of this Lease, and to provide a copy of such report to Lessee to establish a base line indicating the current condition of the Premises. Within one hundred eighty (180) days prior to October 31, 2045, Lessor shall have the right, but not the obligation, at its expense, obtain an inspection of the Premises, including any and all improvements, so as to determine the physical condition. Within the last one hundred eighty (180) days of expiration of the Renewal Term of this Lease, if exercised, or after Lease termination, Lessor shall have the right, but not the obligation, at its expense, obtain an inspection of the Premises, including any and all improvements, so as to determine the physical condition.

The inspection shall be conducted by an independent inspector acceptable to both Lessor and Lessee. The inspection shall specify all repairs that must be made by Lessee in order that the Premises be received by Lessor upon termination of this Lease in good order and condition, reasonable wear and tear excepted. The inspection shall examine, but not be limited to, the structural integrity of the improvements, as well as the condition of all electrical, plumbing and HVAC systems. The cost of all necessary repairs identified by the inspection shall be borne by Lessee. All necessary repairs shall be completed, insofar as is possible, prior to the expiration of the Initial Term and Renewal Term of this Lease respectively as stated herein. If all necessary repairs are not completed prior to the expiration of the Initial Term and Renewal Term of this Lease respectively, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to Lessor.

These rights of inspection shall be in addition to Lessor's right of entry to the Premises for purposes of inspection as provided for in Section 35 herein.

27. FORCE MAJEURE

The parties shall be temporarily excused from performance under this Lease if an Event of Force Majeure directly or indirectly causes nonperformance. An "Event of Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil

disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the nonperforming party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the nonperforming party from performing its obligations hereunder. The nonperforming party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the nonperforming party to return to normal business operations. If excused from performing any obligations under this Lease due to the occurrence of an Event of Force Majeure, the nonperforming party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Lease. During any such time period the nonperforming party shall keep the other party duly notified of its schedule and all other such actions required for it to be able to commence or resume performance of its obligations under this Lease.

28. FUEL FARM FACILITIES

Lessee shall be responsible for the operation, maintenance, repair and management of its fuel farm equipment and facilities for the purpose of conducting into-aircraft fuel services at the Airport. Lessee shall reduce to a minimum any spillage, leaking, overflowing, pouring, pumping, dumping, leaching or escaping of gases, petroleum or petroleum products to that which is reasonably practicable, considering the nature and extent of Lessee's operations.

Lessee shall provide adequate fire extinguishers and shall establish a fuel dispensing operations manual for its employees. The manual shall include, at a minimum, the following items: a description of the types of fuel, procedures for the bulk delivery of fuel, grounding techniques, positioning of aircraft, safety tips, fuel spill response and notification procedures, location of all fire extinguishers and fuel shutoff stations and a contact list. Lessee shall submit a copy of the manual to Lessor on or before the Effective Date of this Lease and at any time the manual is revised during the term of this Lease.

Lessee shall train its employees annually on proper fuel handling and dispensing procedures with an emphasis on safety. Lessee shall at all times maintain accurate training records available at all times for inspection at any time on the Premises by Lessor.

29. UTILITIES

Lessee shall fully and promptly pay for all water, sewer, gas, electricity, telephone service, internet and other public utilities of every kind furnished to the Premises throughout the term of

this Lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted on the Premises. Lessor shall have no responsibility of any kind for any of such costs and expenses.

30. DEBRIS REMOVAL

Lessee shall remove from the Premises or otherwise dispose of in a manner approved by Lessor all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Premises or out of its operations in a timely manner.

Any such debris or waste which is temporarily stored on the Premises, shall be kept in suitable garbage and waste receptacles, made of metal and equipped with tight-fitting covers and designed to safely and properly contain whatever material may be placed therein. All such receptacles and containers shall be screened, at Lessee's expense, on at least three (3) sides in such a manner that the receptacles or containers are not visible from the street on which the Premises are located and in such manner as is acceptable to, and approved by, Lessor.

Lessee shall use extreme care when effecting removal of all waste and debris. Piling of such waste or debris in an unsightly or unsafe manner on or about the Premises is prohibited.

31. ENVIRONMENTAL REGULATIONS

Lessee agrees to comply with all applicable federal, state and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or as amended from time to time and accepts full responsibility and liability for such compliance.

Lessee shall at all times maintain an accurate inventory list, including quantities, of all such hazardous, and other contaminated or polluted materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Premises by Lessor.

Lessee agrees that it will neither handle nor store any toxic waste materials on the Premises.

If Lessee is deemed to be a generator of hazardous waste, as defined by state, federal, or local law, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all federal, state, regional and local requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.

If Lessee receives a notice of violation or similar enforcement action or notice of noncompliance, Lessee shall provide a copy of same to the Lessor within twenty-four (24) hours of receipt by Lessee. Any environmental violation of the provisions of this Lease shall be deemed to

be a default under this Lease if not cured within fourteen (14) days of receipt of notice from the Lessor shall be grounds for termination of this Lease, and shall also provide the Lessor grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Lease.

If Lessor receives a notice from any governmental entity asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if Lessor otherwise has reasonable grounds upon which to believe that such a violation has occurred, Lessor shall have the right, but not the obligation, to enter the Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to Lessor.

Lessee agrees to cooperate with any investigation, audit, inquiry by Lessor or any governmental agency regarding possible violation of any environmental law, regulation or in response to any spill, leak or other emergency situation involving hazardous, toxic, flammable or other pollutants or contaminated materials.

With regard to any contamination caused by Lessee or arising by reason of Lessee's use or occupancy of the Premises, Lessee shall immediately take such action as is necessary to clean up and remediate the Premises at its own expense in accordance with applicable federal, state, and local law. The remediation must continue until the applicable governmental authorities have determined that no further action is necessary. If Lessor is unable to lease the Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to Lessor.

32. ENVIRONMENTAL INSPECTIONS

Lessor shall have the right, but not the obligation, to have an environmental assessment of the Premises prepared within the first one hundred eighty (180) of this Lease, and to provide a copy of such report to Lessee to establish a base line indicating the current condition of the Premises.

Within the last one hundred eighty (180) days of expiration of the Lease or after Lease termination, Lessor shall have the right, but not the obligation, to have an environmental assessment performed to determine whether any hazardous substances or contamination have been generated, released, stored or deposited over, or presently exist beneath or on the Premises from any source.

This provision of the lease shall survive termination of the Lease; provided, however, that Lessee's obligations hereunder shall not apply to any matter not arising out of, or incident to, or in connection with Lessee's activities under this Lease.

33. SECURITY

Lessee shall comply with all applicable regulations relating to security, including but not limited to the Airport's security plan and access policy, whether existing or as may be updated from time to time, and shall control the Premises in a manner acceptable to the Lessor, so as to prevent or deter unauthorized persons from obtaining access to the Airport.

Lessee shall permit Lessor and the agents and employees of Lessor to enter the Premises at all reasonable times for the purpose of installing, operating and maintaining security devices on the Premises at the cost of Lessor.

Lessor reserves the right, for Lessor and Lessor's tenants and customers, to utilize from time to time, any and all security gates on the Premises, in the event of a temporary failure of Lessor's security gates and from time to time as is deemed reasonably necessary by Lessor.

34. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be encumbered to Lessor.

35. LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter the Premises at all reasonable times for the purpose of inspecting them, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises. Lessee shall also permit Lessor, within the last one hundred eighty (180) days prior to the expiration of the Lease, to place on the Premises any usual or ordinary "for lease" signs and to exhibit the Premises to prospective Lessees at reasonable hours.

36. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Premises, together with all buildings and improvements placed by Lessee on the Premises, as security for any indebtedness of Lessee. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of the instrument, or any sale under the instrument, either by judicial proceedings or by virtue of any power reserved in the mortgage or deed of trust, or conveyance by Lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this Lease. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability under this Lease.

If Lessee shall encumber its leasehold interest and estate in the Premises, and if Lessee or the holder of the indebtedness secured by the encumbrance shall give notice to Lessor of the existence of the encumbrance and the address of the holder, then Lessor will mail or deliver to the holder upon request, a duplicate copy of all notices in writing which Lessor may, from time to time, give to or serve on Lessee under and pursuant to the terms and provisions of this Lease. Copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served on Lessee. Holder may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the rents due under this Lease, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease, or to prevent the termination of this Lease. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of Lessee under the Lease as they would have been if done and performed by Lessee.

37. SUBLETTING AND ASSIGNMENT

Lessee shall not assign this Lease, or any interest in this Lease, or sublet the Premises, or any part of the Premises, or any right or privilege appurtenant to it, or allow any person other than Lessee and Lessee's agents and employees to occupy or use the Premises or any part of them, without first obtaining Lessor's written consent, which consent shall not be unreasonably withheld. Lessee shall provide at least forty-five (45) days written notice for a request of written consent from Lessor prior to the date intended for the assignment or sublet of the Premises. Lessee shall not assign this Lease, or any interest in this Lease, without first making payment of

a five hundred dollar (\$500) administrative fee to Lessor. No administrative fee shall be required for any sublet of the Premises, or any part of the Premises.

Lessor's consent to one assignment, sublease, or use shall not be a consent to any other subsequent assignment, sublease or use. Any unauthorized assignment or sublease shall be void, and shall terminate this Lease at the Lessor's option. Lessee's interest in this Lease is not assignable by operation of law without Lessor's written consent. Notwithstanding the above, Lessee may rent space to third parties for the storage of aircraft provided that all such third parties comply with the terms and conditions of this lease.

If the Lessee makes any assignment, sublease, license, or grant of a concession with respect to the Lease, the Lessee will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Lease unless said liabilities and obligations are transferred, in writing, to the assignee, subtenant, licensee, or grantee. Any such transfer shall be subject to the express approval of Lessor, which shall not be unreasonably withheld.

38. PROHIBITION OF INVOLUNTARY ASSIGNMENT

Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee under the Lease in the Premises or in any building or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, except through statutory merger, consolidation, devise or intestate succession. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

39. SIGNS AND ADVERTISING

Lessee shall not erect and will not allow to be erected any outdoor advertising, sign, or poster or any other advertising device of whatever kind or nature without prior written approval of Lessor, which written approval shall not be unreasonably withheld, provided the business to be advertised is the business of Lessee situated on the Premises and said sign does not violate the rules or regulations of Lessor, shall comply with applicable zoning regulations and shall be compatible in appearance with the adjacent facilities and improvements.

Upon the expiration or termination of the Lease, the Lessee shall remove, obliterate, or paint out, as the Lessor may direct at its sole discretion, any and all signs and advertising on the Premises and, in connection therewith, shall restore the portion of the Premises affected by such signs or advertising to the same condition as existed prior to the placement of such signs or advertising. In

the event of failure on the part of the Lessee to remove, obliterate, or paint out each and every sign or advertising and to restore the Premises to Lessor's satisfaction, Lessor may perform the necessary work and Lessee shall be obligated to reimburse Lessor for any costs incurred by Lessor in performing said work.

40. CONSTRUCTION OF IMPROVEMENTS

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.

Any construction or installation shall be at the sole risk of Lessee and shall be in accordance with all applicable state and local codes and laws and subject to inspection by the Lessor. Any work associated with such construction or installation shall not unreasonably interfere with the operation of the airport, or otherwise unreasonably interfere with the permitted activities of other tenants.

Prior to the commencement of any improvements greater than \$100,000, Lessee shall cause to be obtained, payment and performance bonds or other security that meets the requirements of Section 255.05, Florida Statutes in a sum equal to the full amount of the construction contract for the improvements. Said bonds shall name Lessor as an obligee thereunder and shall be drawn in a form and from such company acceptable to Lessor and licensed to do business in the State of Florida; shall guarantee the faithful performance of necessary construction and completion of improvements and payment to all persons supplying contractor labor, materials and supplies, used directly or indirectly in the prosecution of the construction work provided; in accordance with approved final plans and detailed specifications; and shall protect Lessor against any losses and liability, damages, expenses, claims, and judgments caused by or resulting from any failure to perform completely the work described.

Prior to the commencement of any improvements by Lessee on the Premises, Lessee, at Lessee's expense, shall procure and provide Lessor with a copy of a Federal Aviation Regulation, Part 77 airspace study, approved by the Federal Aviation Administration, if applicable.

As necessary to maintain security at the Airport at all times during construction, Lessee shall provide temporary fencing, guards, and/or other measures that may be deemed acceptable by Lessor.

Upon completion of approved construction and within sixty (60) days of Lessee's receipt of a certificate of occupancy, Lessee shall submit to Lessor a complete set of as-built drawings in a media type and format acceptable for the permanent record of Lessor.

41. LIENS

a. Lessee's duty to keep Premises free of liens. Lessee shall keep all of the Premises and every part of the Premises and all buildings and other improvements at any time located on the Premises free and clear of any and all mechanics', materialmen's', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify Lessor and all of the Premises and all buildings and improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens. Lessee shall give Lessor written notice no less than thirty (30) days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of five thousand dollars (\$5,000) in order that Lessor may post appropriate notices of Lessor's non-responsibility.

b. Contesting liens. If Lessee desires to contest any lien, it shall notify Lessor of its intention to do so within fourteen (14) days after the filing of the lien. In such a case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any lien and cost, liability, or damage arising out of such contest, Lessee shall not be in default under this Lease until fourteen (14) days after the final determination of the validity of the lien, within which time Lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until executions had on any judgment rendered on it, and such delay shall be a default of Lessee under this Lease. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting from the contest.

42. INDEMNIFICATION OF LESSOR

Lessee agrees to protect, defend, reimburse, indemnify and hold Lessor, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including, without limitation, attorney fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding) and causes of action of every kind and character, known or unknown, against or from Lessor by reason of any damage to property or the environment, including any contamination of Airport property such as the soil or stormwater by fuel, gas, chemicals or other substances deemed by the EPA to be environmental contaminants at the time this Lease is executed or as may be redefined by the appropriate regulatory agencies in the future or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Lessee's performance under this Lease, Lessee's use or occupancy of the Premises, Lessee's acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Lessee or any breach of the terms of this Lease. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Lease. Compliance with the insurance requirements as attached hereto shall not relieve Lessee of its liability or obligation to indemnify Lessor as set forth herein.

43. INSURANCE

Lessee shall procure and maintain at its own cost, during the life of the Lease, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Lessor and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the Lessor.

a. Commercial General Liability, providing coverage for Premises and operations including but not limited to bodily injury, property damage, contractual, products and completed operations, collapse, underground and explosion, owner's and contractor's protective, contractual and personal injury with limits of not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate.

b. Airport Premises Liability, if applicable, with limits of not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate.

c. Property, for all buildings and improvements and Lessee's personal property on the Premises and for all risks of loss included in Fire and Common "Special Form" perils with limits no less than current replacement value of buildings and improvements. Coverage must also include windstorm and flood with limits no less than current replacement value of buildings and improvements. Lessee is responsible for full replacement cost, including any deductibles. The term "replacement value" shall mean the actual replacement cost less depreciation. The replacement value shall be determined by Lessee by obtaining an appraisal whenever reasonably requested by Lessor.

d. Hangar Keepers' Liability, if applicable, with limits equal to or greater than actual exposure.

e. Aircraft Liability, if applicable, with limits not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate.

f. Automobile Liability, if applicable, including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate.

g. Storage Tank Liability, with limits not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate or equal to actual exposure.

h. Builders Risk, if applicable. During the term of this lease, Lessee shall, at its sole expense, procure and maintain Builders Risk Insurance for the construction of any improvements, alterations or new construction equal to or greater than \$100,000 in value on the Premises, naming Lessor as an additional insured. Said coverage shall be obtained with a limit of no less than one hundred percent (100%) of the completed replacement cost value issued on an All Risk form including Windstorm & Hail and Flood. Coverage should apply on a replacement cost basis.

i. Workers Compensation: Workers compensation insurance in accordance with Florida statutory law and Employers Liability insurance with a limit of not less than one hundred thousand (\$100,000) each accident, one hundred thousand dollars (\$100,000) each disease/employee, five hundred thousand (\$500,000) each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

All policies required by this Lease, with the exception of Workers Compensation, or unless specific approval is given by Lessor, are to be written on an occurrence basis, and for liability policies shall name the City of Venice, its elected officials, officers, agents, and employees as additional insured as their interest may appear under this Lease. Insurer(s) shall agree to waive

all rights of subrogation against the City of Venice, its elected officials, officers, agents, and employees.

Each insurance policy required by this Lease shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

All policies required by this Lease shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice to Lessor by certified mail, return receipt requested.

Lessor reserves the right to review, annually, coverage form/policy, and amount of insurance and revise the same as deemed reasonably necessary by Lessor by providing not less than thirty (30) days written notice to Lessee.

The procuring of required policies of insurance shall not be construed to limit Lessee's liability, nor to fulfill the indemnification provisions and requirements of this Lease.

The Lessee shall, at its sole cost, be responsible for payment of all premiums for insurance contributing to the satisfaction of this Lease and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not Lessor is an insured under the policy.

The Lessee shall, at its sole cost, comply with all requirements, pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any building and appurtenances at any time located on the Premises.

Certificates of insurance evidencing occurrence form coverage and conditions to this Lease are to be furnished to Lessor fourteen (14) days prior to commencement of Lease and prior to expiration of each insurance policy.

Notices of claims associated with this Lease shall be provided to the Lessee's insurance company and Lessor, as soon as practicable after notice to the Lessee.

Notwithstanding said insurance policies, Lessee shall be obligated for the full and total amount of any damages, injury, or loss caused by the negligence, recklessness, or intentional wrongful conduct of Lessee and persons employed or utilized by Lessee in connection with this Lease.

44. DEFAULT

The happening of any one or more of the following events shall constitute a breach of this Lease on the part of Lessee:

- a) The filing by or on behalf of Lessee of any petition or pleading to declare Lessee bankrupt or the adjudication of Lessee as bankrupt.
- b) The appointment of a receiver or trustee for all or substantially all of Lessee's assets.
- c) The failure of Lessee to regularly, diligently, and efficiently operate the facilities on the Premises for the purposes for which said Premises are leased.
- d) The failure of Lessee to pay any rent or other obligation due under this Lease.
- e) Breach of any of the rules, regulations, laws, or ordinances regulating Lessee's performance of its duties and responsibilities hereunder.
- f) The failure of Lessee to fully and promptly perform any act required of it in the performance of this Lease or to otherwise comply with all of the terms and covenants and conditions hereof.
- g) The levy of execution or attachment of the leasehold interest of Lessee by process of law or otherwise in satisfaction or partial satisfaction of any judgment, debt, or claim; provided Lessee shall have the right to contest any such action against it and during the period of contest no breach shall occur as a result of any such action.

In the event of any breach of this Lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Premises or any part of the Premises for such term or terms, which may be for a term extending beyond the term of this Lease, and at such rent or rents and on such other terms and conditions as Lessor in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises. On each such re-letting:

- 1) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due under this Lease, the expenses of re-letting and of any alterations and repairs, incurred by Lessor, and the amount, if any, by which the rent reserved in this Lease for the period of re-letting, up to but not beyond the term of this Lease, exceeds the amount agreed to be paid as rent for the Premises for the period of re-letting; or

2) At the option of Lessor, rents received by Lessor from re-letting shall be applied, first, to the payment of any indebtedness, other than rent due under this Lease from Lessee to Lessor; second, to the payment of any expenses of re-letting and of any alterations and repairs; third, to the payment of rent due and unpaid under this Lease; and the remainder, if any, shall be held by Lessor and applied in payment of future rent as the rent may become due and payable under this Lease.

If Lessee has been credited with any rent to be received by re-letting under above option (1), and the rent shall not be promptly paid to Lessor by the new tenant, or if rentals received from re-letting under above option (2) during any month is less than that to be paid during that month by Lessor under this Lease, Lessee shall pay any deficiency to Lessor. The deficiency shall be calculated and paid monthly. No re-entry or taking possession of the Premises by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination of the Lease is decreed by a court of competent jurisdiction.

Notwithstanding any re-letting without termination, Lessor may at any time after that elect to terminate this Lease for any previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises, and including the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

45. NOTICE OF DEFAULT

Lessee shall not be deemed to be in default under this Lease unless Lessor shall first give to Lessee written notice of the default and Lessee fails to cure the default within seven (7) days. If the default is of such a nature that it cannot be cured within seven (7) days, Lessee shall commence to cure the default within such period of seven (7) days. Notwithstanding the above, should Lessee fail to proceed to the curing of the default with all possible diligence, then Lessee shall be deemed to be in default under this Lease.

46. LESSOR'S RIGHT TO PERFORM

In the event that Lessee by failing or neglecting to do or perform any activity provided for in this Lease, defaults under this Lease and the failure continues for a period of seven (7) days

after written notice of default from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be obligated to, do or perform or cause to be done or performed such act or thing, entering on the Premises for such purpose, if Lessor shall so elect. Lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account of any such activity. Lessee shall repay to Lessor on demand any expenses, including compensation to the agents and employees of Lessor. Any activity done by Lessor pursuant to the provisions of this section shall not be construed as Lessor's waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition contained in this Lease or the performance of it, or of any other right or remedy of Lessor. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the amounts become due as in this Lease provided, shall bear interest from the date they become due until paid at the rate of ten percent (10%) per year, compounded annually.

47. EFFECT OF EMINENT DOMAIN

a. Effect of total condemnation. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of the taking, and Lessee shall then be released from any liability accruing under this Lease after that date.

b. Effect of partial condemnation. In the event a portion of the Premises shall be so appropriated or taken and the remainder of the Premises shall not be suitable for the use then being made of the Premises by Lessee, or if the remainder of the Premises is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of the termination within fourteen (14) days after Lessor has notified Lessee in writing that a portion of the Premises has been appropriated or taken.

In the event of partial taking and Lessee does not terminate this Lease, this Lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term shall be determined based on the percentage of usable square footage lost due to the partial taking. That determination shall not affect or change the times at which Lessor may require an adjustment in rent under the provisions of Section 4 of this Lease; however, the words "in no event shall the total annual rent ever be decreased" appearing in the rent adjustment provisions shall not apply with respect to the determination, but shall apply with respect to any subsequent adjustment under said provisions.

c. Condemnation award. In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any condemnation proceedings

Lessor and Lessee shall be free to make claim against the condemning or taking authority of the amount of any damage done to them, respectively, as a result of the taking.

In the event of a partial taking of the Premises and this Lease is not terminated, then Lessee shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the Premises by Lessee and located on the Premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending the last day of the then current lease term.

48. SURRENDER OF LEASE

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or sub-tenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or sub-tenancies.

49. REDELIVERY OF PREMISES

Lessee shall pay the rent and all other sums required to be paid by Lessee under this Lease in the amounts, at the times, and in the manner provided in this Lease, and shall keep and perform all the terms and conditions of this Lease on its part to be kept and performed, and at the expiration or sooner termination of this Lease, Lessee shall peaceably and quietly quit and surrender the Premises to Lessor in good order and condition subject to the other provisions of this Lease. In the event of the non-performance by Lessee of any of the covenants which Lessee has undertaken, this Lease may be terminated as provided herein.

50. DISPOSITION OF IMPROVEMENTS UPON TERMINATION OF LEASE

All permanent improvements on the Premises of whatever kind or nature including, but not limited to, all buildings and all equipment installed therein which under the laws of the State of Florida is part of the realty, heating and air-conditioning equipment, fencing, landscaping, paving, tie-down facilities, and all other permanent improvements which become part of the realty placed upon the Premises, with or without consent of Lessor, shall thereupon become and be deemed to be a part of the Premises and shall be and remain the property of Lessor at the expiration hereof, whether this Lease shall terminate by expiration of its term or by reason of default in the Lessee's performance of all of the terms and conditions hereof.

Title to all personal property, furnishings and trade fixtures shall be and remain in Lessee and shall be removed from the Premises in a timely manner, provided that Lessee is not then in default hereunder. Lessee shall pay to Lessor upon demand the cost of repairing any damage to the Premises caused by any such removal. If Lessee shall fail or refuse to remove any such property from the Premises within thirty (30) days after the expiration or sooner termination of this Lease, Lessee shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Lessor without any cost either by set-off, credit, allowance or otherwise, and Lessor may at its option, accept the title to such property, or at Lessee's expense, Lessor may (1) remove the same or any part thereof in any manner that Lessor shall choose, and/or (2) store, destroy or otherwise dispose of the same without incurring liability to Lessee or any other person.

51. USE OF AIRPORT FACILITIES

Lessor does hereby grant to Lessee a non-exclusive right to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of runways, taxiways, navigational aids, terminal facilities, aircraft parking areas, roadways and others as may be designated by Lessor.

Said right of ingress and egress and right of use shall inure to Lessee, its employees, customers, and its successors and assigns, but subject however to all reasonable rules and regulations promulgated by Lessor for the efficient operation of the Airport. Lessee's use shall in no way interfere with, prevent, or prohibit the use of said public areas by Lessor's other tenants, their customers, or members of the public.

52. AIRPORT DEVELOPMENT

Lessor reserves the right to develop, improve, repair, and alter the Airport and its runways, taxiways, navigational aids, terminal facilities, aircraft parking aprons and roadways as it may deem appropriate. Lessee hereby releases and discharges the Lessor, its successors and assigns, from any and all liability to Lessee arising out of or connected to the making of such improvements, repairs, and alterations so long as a means of reasonably equivalent ingress and egress are concurrently made available to Lessee.

53. NONDISCRIMINATION

The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the

benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

54. AIRPORT PROTECTION

It shall be a condition of this Lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Venice Municipal Airport.

That the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Venice Municipal Airport, or otherwise constitute an airport hazard.

55. PROPERTY RIGHTS RESERVED

This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the Premises from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the Lease of said lands from the Lessor,

and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Lessor pertaining to the Airport.

This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds.

56. FEDERAL REVIEW

Lessee acknowledges this Lease may be subject to the review and inspection of the federal government to determine satisfactory compliance with Lessor's obligations as described in Section 55. Lessee shall agree to modify any of the terms and conditions of this Lease which may be determined by the federal government to be in violation of existing laws, regulations, grant assurances or other requirements. In the event the parties are unable to agree to a reasonable modification of the terms and condition of this Lease in accordance with the requirements of the federal government, Lessor may rescind this Lease by providing thirty (30) days written notice to Lessee.

57. EXCLUSIVE RIGHTS

Notwithstanding anything contained herein to the contrary, the privileges and rights granted to the Lessee under this Lease are non-exclusive and the Lessor reserves the authority to grant similar privileges and rights to another operator or to other operators on other parts of the Airport.

58. RADON GAS

Florida law requires that the following notice be provided on at least one document, form, or application executed at the time of or prior to execution of a rental agreement for any building: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit".

59. TIME IS OF THE ESSENCE

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.

60. WAIVER

The waiver by Lessor of, or the failure of Lessor to, take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the Lease. The subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of rent.

61. ATTORNEYS' FEES

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

62. REMEDIES CUMULATIVE

All remedies conferred on Lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

63. PARTIES BOUND

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and sub-letting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Lease; and all of the parties to this Lease shall be jointly and severally liable under the Lease.

64. APPLICABLE LAW AND VENUE

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in Sarasota County, Florida. Unless otherwise stated herein, any action for breach of or enforcement of any provision of this Lease shall be brought in the 12th Judicial Circuit Court in and for Sarasota County.

65. INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, section, provision, or clause of this Lease shall have no effect upon the validity of any other part of portion this Lease.

66. SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

67. ESTOPPEL CERTIFICATE.

From time to time, either party, upon request of the other party, shall execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease is a true and exact copy of the agreement between the Parties, that there are no amendments hereto (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of rent hereunder or in the performance of the other terms, covenants and conditions hereof on the part of the Lessee or Lessor, as the case may be, to be performed, and that as of such date no default has been declared hereunder by either party or if so, specifying the same. Such instruments shall executed by the other party and delivered to the requesting party within fifteen (15) days of receipt of request therefor.

68. ENTIRE AGREEMENT

This Lease constitute the entire agreement between the parties hereto and supersedes all prior written agreements and understandings, oral or written, between the parties relating to the subject matter hereof.

69. AMENDMENTS

Unless otherwise specified herein, this Lease may only be amended or modified by written instrument executed by the parties hereto.

70. CORPORATE TENANCY

If Lessee is a corporation, the undersigned officer of Lessee hereby warrants and certifies to the Lessor that Lessee is a corporation in good standing and is authorized to do business in the State of Florida and shall provide proof of good standing to Lessor. The undersigned officer of Lessee hereby further warrants and certifies to the Lessor that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Lease by his or her signature thereto. The Lessor, before it accepts and delivers this Lease, shall require Lessee to supply it with a Sworn Statement on Public Entity Crimes, Exhibit E attached hereto and incorporated herein, and a certified copy of the corporate resolution authorizing the execution of this Lease by Lessee. If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock of Lessee, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, then Lessee shall submit a current Sworn Statement on Public Entity Crimes to Lessor within thirty (30) days of such change. Furthermore, Lessee shall have an affirmative obligation to notify Lessor immediately of any such change.

If Lessee is a corporation, other than one whose shares are regularly and publicly traded on a recognized stock exchange, Lessee represents that the ownership and power to vote its entire outstanding capital stock belongs to and is vested in the officer or officers executing this Lease.

71. RELATIONSHIP OF THE PARTIES

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, shall not be deemed an agent of Lessor and Lessor shall in no way be responsible for the duties and obligations of Lessee.

72. NOTICES

All notices, demands, or other writings in this Lease required to be given or made or sent, or which may be given or made or sent, by either party to this Lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO LESSOR:

Venice Municipal Airport, 150 Airport Avenue East, Venice, FL 34285

TO LESSEE:

Tristate Aviation Group of Florida, LLC, 400 Airport Ave East, Venice, FL 34285

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

73. MEMORANDUM OF LEASE

It is specifically understood and agreed by the parties hereto that a memorandum of lease shall be executed by the parties and recorded in the public records of Sarasota County, indexed in the land records of that office in the names of both parties hereto, and will be a matter of public record.

74. ACKNOWLEDGEMENT

The parties acknowledge that they have read this Lease, that they fully know, understand and appreciate its contents, that they have been advised by or have had an opportunity to consult with their counsel regarding its contents, and that they are executing the same and making the promises herein voluntarily, with authority, and of their own free will.

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

CITY OF VENICE, FLORIDA


By: _____
John W. Holic, Mayor

ATTEST:


Lori Stelzer, City Clerk



Witness

Tristate Aviation Group of Florida, LLC
By: 

Frank J. Dupuis, Manager



Witness

Approved as to Form and Correctness

David Persson, City Attorney

This instrument prepared by and Return to:
Persson & Cohen, P.A.
217 S. Nassau Street
Venice, Florida 34285

EXHIBIT A

SKETCH AND DESCRIPTION

PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

CITY OF VENICE AIRPORT

A parcel of land located in the Northeast 1/4 of Section 19, Township 39 South, Range 19 East, City of Venice, Sarasota County, Florida more particularly described as follows; Commencing at the North 1/4 Corner of Said Section 19 and considering the North line of the Northeast 1/4 of said Section 19 to bear South 89°47'37" East with all bearing contained herein relative thereto; thence South 89°47'37" East along and with said North line a distance of 47.65 feet; thence South 00°37'40" West to a point on the South Right-of-Way of Airport Road East being the point of beginning; thence South 89°35'39" East along and with said Right-of-Way a distance of distance of 809.52 feet; thence South 00°38'34" West, a distance of 58.24 feet; thence South 89°23'02" East, a distance of 526.49 feet; thence North 00°44'41" East to a point on the South Right-of-Way of Airport Road East, a distance of 60.17 feet; thence South 89°35'39" East along and with the South Right-of-Way of said Airport Avenue East a distance of 455.14 feet; thence South 00°36'47" West, a distance of 380.87 feet; thence North 89°36'55" West, a distance of 450.39 feet; thence North 00°13'27" East, a distance of 153.89 feet; thence North 89°23'24" West, a distance of 529.80 feet; thence South 00°22'05" West, a distance of 36.27 feet; thence North 89°37'37" West, a distance of 285.41 feet; thence North 00°37'33" East, a distance of 67.31 feet; thence North 89°32'37" West, a distance of 164.63 feet; thence North 00°27'23" East, a distance of 73.13 feet; thence North 89°53'54" West, a distance of 143.25 feet; thence South 00°36'52" West, a distance of 79.07 feet; thence North 89°35'45" West, a distance of 216.77 feet; thence North 00°37'40" East, a distance of 200.96 feet to the Point of Beginning. Containing 9.8226 Acres, more or less.

BRIGHAM/ALLEN LAND SURVEYING
LB 7898

807 U.S. HIGHWAY 41 BYPASS SOUTH

SUITE E
Venice, Florida 34285
ph. (941) 493-4430
brighamallensurveying@gmail.com

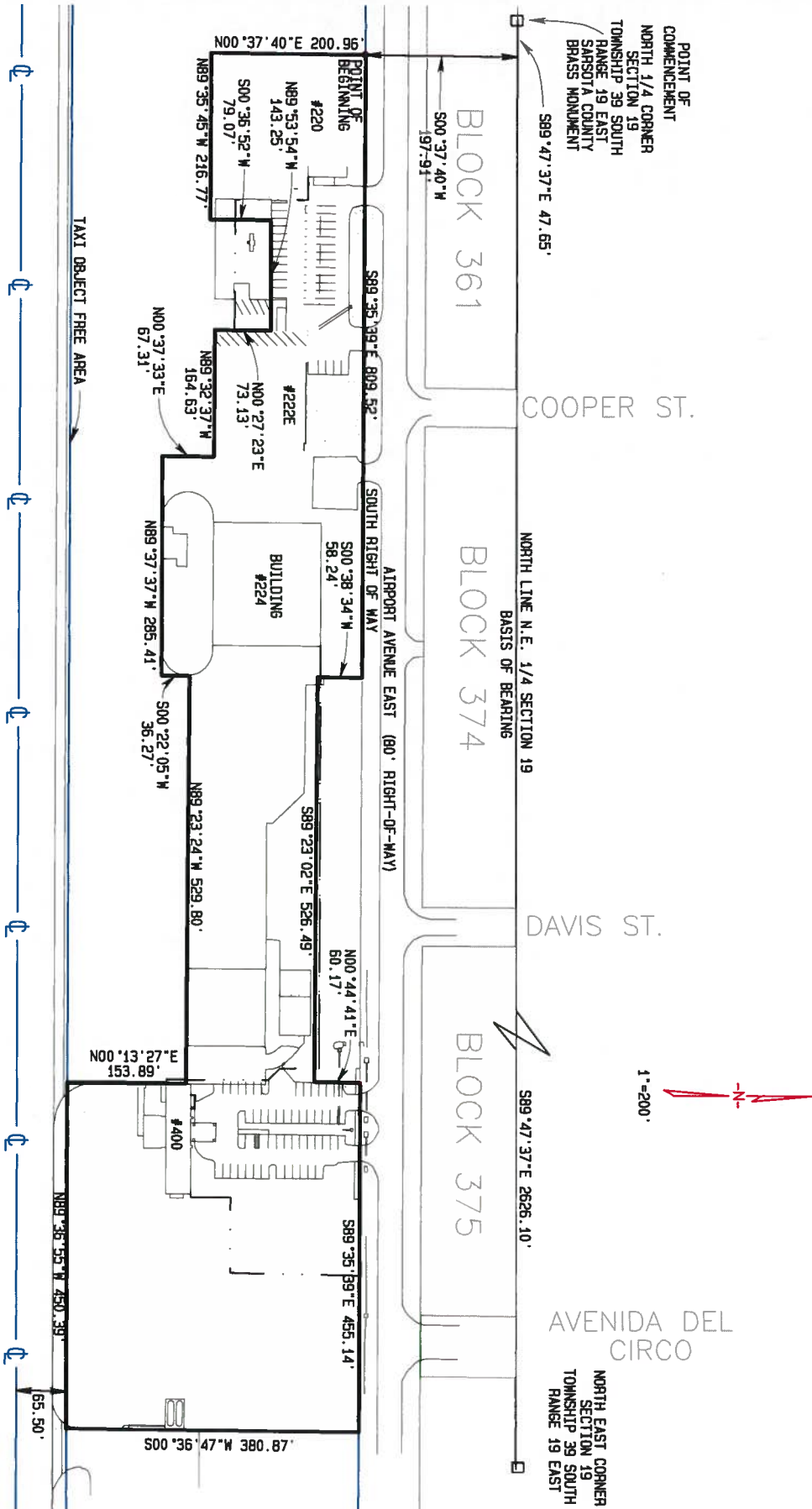
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: 
Michael P. Allen
Professional Surveyor and Mapper PSM 6822 State of Florida

DATE 08-28-15

EXHIBIT A

SKETCH AND DESCRIPTION
 PAGE 2 OF 2
 THIS IS NOT A BOUNDARY SURVEY
 CITY OF VENICE AIRPORT



BRIGHAM/ALLEN LAND SURVEYING
 LB 7898
 807 U.S. HIGHWAY 41 BYPASS SOUTH

SUITE E
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 FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN
 OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: *[Signature]* Michael P Allen
 Professional Surveyor and Mapper PSM 6822 State of Florida
 DATE: 08-28-15

EXHIBIT B

MINIMUM STANDARDS FOR THE
VENICE MUNICIPAL AIRPORT
VENICE, FLORIDA

Approved by Resolution No. 99-03

Dated: January 26, 1999

EXHIBIT B

MINIMUM STANDARDS FOR THE VENICE MUNICIPAL AIRPORT VENICE, FLORIDA

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MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AT VENICE MUNICIPAL AIRPORT

Part I. General Information

Section 1. Introduction:

The Venice Municipal Airport is owned and operated by the City of Venice, a political subdivision of the State of Florida for the benefit of public use. These standards shall establish a minimum requirements to be met as a condition for any person(s) that propose(s) to conduct commercial aeronautical activities on the property located at the Venice Municipal Airport.

The City of Venice's goal in adopting these standards is to encourage the development of quality aeronautical services and to make the airport available for commercial aeronautical activities on a fair and reasonable term without unjust discrimination.

These standards are guidelines and are subject to be amended and modified from time to time at the discretion of the City of Venice or as conditions warrant. These are to be consistent with federal, state and local Rules and Regulations.

Section 2. Definitions:

A. **Aeronautical Activities** - Any activity that involves, makes possible, or is required for the operation of aircraft, or contributes to or required for the safety of such operation. The following activities commonly conducted at the Airport are aeronautical activities but not limited to this definition:

- Charter Flights
- Flight Training
- Aircraft Rental
- Aircraft Rides/Tours
- Aerial Photography
- Aerial Surveying
- Carrier Operations
- Aircraft Sales & Services
- Sale of Petroleum Products
- Repair and Maintenance of Aircraft
- Sales of Aircraft Parts
- Any Other Activity which, because of their direct relationship to the operation of the aircraft can be appropriately regarded as an aeronautical activity.

EXHIBIT B

- B. **Airport** - All property and improvements within the boundary lines of the Venice Municipal Airport, Venice, Florida.
- C. **Commercial Aeronautical Activity** - The operation of any business for exchange, trading, buying, hiring, selling or bartering of any commodities, goods, services or property of any kind or any other revenue producing activity, whether or not a profit is produced.
- D. **Commercial Aviation Operator** - Any person or organization engaged in a business of an aviation nature under the authority of a lease or permit from the City of Venice.
- E. **Fixed Base Operator** - Those commercial aviation Operators who furnish and engage in a full range of aeronautical services and activities for the public including line service, sales of aircraft, parts and supplies, maintenance, and repair of airframes and engines, aircraft charters and rentals.
- F. **F. A. A.** - Federal Aviation Administration of the United States of America, Department of Transportation.
- G. **F. A. R.** - Federal Aviation Regulations.
- H. **Person** - Any individual, partnership, firm, organization, association, company, corporation, it's agent, or duly authorized representative thereof.

Section 3. General Philosophy:

- A. It is the intent of the City of Venice to offer the maximum variety of aviation related services in order to maximize the choice of service providers to the public using the airport.
- B. The City of Venice will provide a fair and reasonable opportunity without unjust discrimination for all qualified persons to compete for the right to construct, lease or sublease appropriate space on the Venice Municipal Airport in order to conduct commercial aeronautical activities.
- C. Prior to starting any operation, an Operator must enter into an agreement with the City of Venice. Such an agreement will indicate the terms and conditions under which the activity will be operated on the airport. Granting of such rights or privileges, however, shall not be construed in any manner as affording the Operator an exclusive or continuing right of use of the premises or facilities of the Airport other than premises which may be leased exclusively to the Operator in order to maximize the facility use and business opportunities.

A lease of this nature, at the City of Venice sole discretion, shall be considered to meet the minimum facility requirements as defined in Part II of these standards. The City of Venice further reserves the right to designate from time-to-time the specific areas where an individual

EXHIBIT B

aeronautical service or a combination of aeronautical services may be conducted and determine whether or not there is sufficient appropriate or adequate space at the proposed site to meet the minimum requirements established. Such determination shall consider the nature and extent of the proposed operation and the site available for such a purpose that can be performed orderly, safely, consistently, and be an efficient operation for the airport.

Section 4. Insurances:

- A. Every Operator shall procure, maintain and continue in effect for the duration of its activities upon the airport at the Operators sole expense, insurance of the type and at least such minimum amounts that are determined by the City of Venice. Such insurances shall be placed with the company or companies authorized to do business in the State of Florida and shall be satisfactory to the City of Venice. All required insurances shall include the City of Venice as an additional insured. All Operators insurance shall not be subject to cancellation or alteration until such written notice has been provided to the City of Venice. The City of Venice may vary the type and minimum of insurance coverage required based on the precise nature of the aeronautical activities to be conducted. Failure to secure and maintain the required insurance and any specific insurance required by the City of Venice shall be deemed a violation of the minimum standards. All persons using any part of the airport shall be held liable for any property damaged caused by carelessness and negligence on or over the airport.

Section 5. Construction and Site Development Standards:

- A. Any proposed construction or facilities developed by the Operator will be subject to the approval of the Venice Municipal Airport and the City of Venice, respective representatives and/or codes and regulations subject thereto as required by federal, state and local codes. All improvements constructed on the airport shall become part of the land that belongs to the Venice Municipal Airport upon expiration, termination, or cancellation of the lease agreement between the Operator and the City of Venice covering such improvements. The Operator will be responsible for extending any such services such as pavement, taxiways, roadways, and/or utility services to the site at the Operators sole expense, unless otherwise negotiated by the City of Venice. All such services and improvements shall be constructed in full compliance with the City of Venice, Venice Municipal Airport and FAA standards as well as associated applicable codes.

Section 6. General Operational Requirements:

- A. Operators shall employ trained personnel in such numbers as are required to meet the applicable Minimum Standards set forth herein in an efficient manner for each aeronautical activity or service being performed. Operator's personnel shall be on duty during the

EXHIBIT B

applicable operating hours. The Operator shall also provide a responsible person in the office, if required, to supervise the operations in the leased area and on the Airport, with authorization to represent and act for and on behalf of the Operator during all business hours. Operator shall provide the Venice Municipal Airport with information regarding qualified personnel who are available after normal business hours to respond to emergency situations involving Operator's activities.

- B. Operator shall control the conduct, demeanor and appearance of its employees. Operator shall train its employees and insure they possess such technical qualifications and hold the required certificates, permits, license and ratings to conduct Operator's business activities on the Airport. It shall be the responsibility of the Operator to maintain close supervision over its employees to assure a high standard of service to Operator's customers.
- C. No aircraft or other vehicle may be left unattended or parked, or any object or structure placed, built or left to remain at any point on the Airport where such object would protrude through any imaginary surface so as to create an obstruction under FAR or applicable City of Venice Ordinances or Codes.
- D. Operator personnel shall drive motor vehicles on the Airport only in strict accordance with the Airport Rules and Regulations and/or Airport Management direction, applicable federal, state and local laws, ordinances, codes or other similar regulations now in existence or as may be hereafter modified, amended or enacted.
- E. Operator shall permit the City of Venice to enter upon its leased premises at any reasonable time for any purpose necessary, incidental to, or connected with the operator's performance of its obligations with respect to these standards or the terms of its lease agreement or in the exercise of the City of Venice governmental functions; for fire protection or security purposes; to inspect or maintain the premises; to do any other task deemed necessary or desirable for the proper operation of the airport.
- F. The rates or charges for any and all activities and services of the Operator shall be determined by the Operator, and all such rates or charges shall be reasonable, equally and fairly applied to all users of the services.
- G. Operator shall provide prompt, courteous and efficient service to the public and provide an adequate means of contact to meet service demands. Operator shall adhere to the highest ethical and aviation service community standards in the conduct of its activities.
- H. Operator shall commit no unlawful nuisance, waste or injury on the leased premises and will refrain from doing anything which may result in the creation, commission or maintenance of such nuisance, waste or injury to property on the Airport.

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- I. Operator shall refrain from doing anything which might interfere with the effectiveness of accessibility of the Airport's public utilities, drainage/sewer, stormwater management systems, fire protection services on or in Operator's leased premises. Operator shall refrain from doing any act upon the Airport which will invalidate or be in conflict with any fire, property or liability insurance policies covering the Airport.
- J. Operator shall remove or dispose of debris and other waste material such as solid or liquids arising from Operator's activities. Any garbage, debris or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacle, equipped with a tight-fitting cover of a design sufficient to contain whatever may be placed therein. Operator shall use extreme care when removing all such waste. Any hazardous waste generated, stored or disposed of shall comply with all applicable federal, state and local codes.
- K. Operator shall keep and maintain its leased premises and all improvements in a neat and orderly condition, and in good and substantial repair, condition and appearance. Operator shall keep mowed and in a slightly condition all landscaping and grass areas within its leased premises. Operator shall also maintain all aprons, ramps, taxiways, roadways and parking lots that are constructed by Operator or reserved for the exclusive use of the Operator.
- L. The airport apron, taxiway facilities and runways are designed and constructed with specific geometric load limits. These are a function of necessary occurrences in accordance with FAA criteria and pavement structural support capacity for a safe and non-damaging operation of the airport facilities. The Operator shall be responsible to insure the aircraft having wingspans greater than published for this specific facility or a maximum weight exceeding those published do not operate on the aprons, taxiways, or runways accessible to and from the lease space where they exceed the criteria.
- M. Multiple uses of aircraft and personnel may be satisfactory. The practice of providing a variety of aeronautical activities by single Operator is beneficial to the Operator, the flying public and the Airport.
- N. The Venice Municipal Airport is located in a noise sensitive residential area. Therefore, the following Advisory is being issued to all pilots utilizing the Airport and should be posted in a prominent area of the Operator's facility: (1) All touch and goes are restricted between the hours of 10:00 p.m. and 7:00 a.m.; (2) Use Runway 22 (over the Gulf) when winds are permitting. Wind information available on AWOS 125.525; (3) If wind condition does not permit runway 22 departure, turn left as soon as possible after departure of Runway 31; and, (4) After take off, all jet aircraft should reduce power, as soon as it can be done safely, over residential areas.

The Operator is an important communication network to pilots and public users of the Airport. Their cooperation/assistance for Noise Abatement procedure adherence and education is required.

EXHIBIT B

Section 7. Operations, Facilities, and Accommodations.

- A. No person shall use the airport or any portion thereof or any of its improvements or facilities for commercial, business or aeronautical activities without first complying with these Standards and obtaining the required approval and written consent associated with those activities by entering into such agreement as may be prescribed by the City of Venice. Except as provided for herein, each Aeronautical Service Operator shall provide and maintain an office located upon the Airport which shall be available to the public by appointment during business hours posted in a prominent place at the Operator's place of business. The office must include appropriate furnishings, separate restrooms for men and women, and adequate facilities to conduct the business it is intended for and shall be suitably provided with heating and air conditioning.
- B. Unless otherwise provided, the activities of the Operator shall be conducted on an area, or areas of sufficient size to accommodate all services which the Operator has been approved to perform. The Operator shall conduct its business operations strictly within the areas assigned by the Airport and its operations shall not in any way interfere with the operations of other Operators, agencies, or other businesses operating on the airport; i.e. the use of the airport by the general public or with any common use areas.
- C. The Operators shall not use any common areas except as authorized by these Standard, the Airport Rules and Regulations, and/or Airport Management.
- D. All aviation and/or aeronautical business shall at a minimum conduct operations for eight (8) consecutive hours, five (5) days a week excluding recognized holidays. Exceptions are commercial activities, non-aviation activities and/or specialized aeronautical services subject to the Airport approval, since the hours of operation may not be appropriate to the specific services being rendered.

Section 8. Lease Information

- A. Any person or Operator will meet the Minimum Standards as set forth herein per the categories to expand its operations or become an Operator at the Venice Airport. All Operators shall not engage in any business or activity on the Venice Municipal Airport other than that which has been specifically authorized. Any Operator desiring to extend its operations into additional categories or discontinue operations in a category shall provide written request to the Venice Airport for authorization to perform same, setting forth in detail, criteria and conditions of such request. The City shall then grant or deny the request on such terms and conditions as the City deems prudent and proper under the circumstances. Proposed or existing Operators, may be required to provide evidence of past experience, financial capability and technical ability to perform the proposed services.

EXHIBIT B

- B. Regarding evidence of financial capability to perform and provide the services, the City of Venice shall be the sole judge of what constitutes adequate finances and the procedure to base financial information. If the Operator or proposed Operator does not, in the opinion of the City of Venice, exhibit adequate financial responsibility to undertake the proposed services, the City of Venice may deny any requested activity.

Section 9. Sub-lease Requirements

The Operator shall not sublease said premise or any part thereof without the consent of the City first having been obtained. To sublease space to another person the following conditions must apply:

- A. The Operator must meet all of the Minimum Standards established by the City of Venice for the category or categories of services to be furnished. The standards may be met in combination by the Operator or the sublease Operator. The sublease agreement shall be specifically confined to those services authorized by the Operator.

The sublease Operator shall enter into an agreement with the Operator. The agreement document to be executed shall be a standard lease developed by the City of Venice for Operators to utilize. The sublease Operator shall provide evidence of minimum insurance coverage as determined by the City of Venice for the services being performed. The agreement shall be subject to the City of Venice approval based on the Minimum Standards of the Operator lease and must be applicable to all codes and ordinances of the City of Venice.

The agreement can be executed on behalf of the City of Venice by the City Manager.

Section 10. Waiver of Standards

The City of Venice in its sole discretion may waive all or any portion of these standards for the benefit of the Venice Municipal Airport:

- A.
1. General Public in time of emergency.
 2. Performing public service to the aircraft industry or performing a non-profit emergency medical or rescue service for the general public by means of aircraft.
 3. Fire prevention or fire fighting operations.
 4. Police enforcement or safety operations.
 5. The City of Venice may further waive or reduce these standards for non-governmental Operators where such waiver or reduction is in the best interest or welfare of the airports operations.

EXHIBIT B

B. Waiver Procedure

If the requirement of a standard applicable to a lease is unreasonable or affecting his business, the Operator/Proposed Operator may request special consideration and action by the City of Venice. The appeal must be in writing and filed through the Airport Management. Such appeal shall be reviewed by the Airport Management and provide a recommendation to the Airport Advisory Board for their recommendation to the Venice City Council. Venice City Council may consider waiver of any portion of the standards for the benefit of the aviation community and/or the Venice Municipal Airport.

EXHIBIT B

Minimum Standards Category Criteria:

Category "A" - Flight Instruction and Aircraft Rental: Flight Training Operator engages in instructing pilots and flight training of aircraft provides such related ground school instructions as required by FAA or categories of pilot licensing and ratings involved. This Operator may also rent aircraft for use by students and other pilots.

- A. **Land:** The Operator shall lease from the City of Venice, an area not less than 21,780 square feet of land to provide space for building, automobile parking, storage and parking of aircraft and area for utility and support facilities.
- B. **Building:** A building must be leased or constructed having a minimum of 1,000 square feet with floor space to provide for classroom, briefing room, pilot lounge, office space, restrooms, and telephones.
- C. **Access:** Operator shall provide for aircraft parking and operating area on leased premise and shall provide paved access from facility to taxiway system. Such taxiway access shall meet all applicable FAA, Airport standards for the largest aircraft type anticipated to use the operators facility. The Operator shall provide adequate automobile parking spaces within the leased area to satisfy the needs of the tenant employees, students, and general public.
- D. **Personnel:** The Operator shall employ or have available a sufficient number of properly rated instructor/pilots certified by FAA to provide the type of training desired.
- E. **Aircraft:** The Operator shall have available aircraft for use in flight training either owned or leased to the Operator not less than two (2) properly certified aircraft equipped to support the classification of the services provided.
- F. **Hours of Operation:** The Operator shall make provisions for someone to be in attendance in the office at all time during the posted business hours. Operators who do not post regular business hours shall provide an adequate means of contacting the Operator to arrange for an appointment and must contact the potential customer not more than 24 hours after the initial service inquiry.

EXHIBIT B

Category "B" - Aircraft Charter and Aircraft Rental Services: The Operator shall be engaged in the business of air transportation to the general public for hire on demand, or on an scheduled basis under the requirement of FAR Part 135.

- A. Land: The Operator shall lease from the City of Venice an area not less than 21,780 square feet to provide space for a building, automobile parking, storage and parking of aircraft and area for utility and support facilities.
- B. Building: The Operator shall lease or construct a minimum 3,000 square feet building and office space to provide for aircraft storage, lounge, restrooms, telephones and sufficient space to adequately process passenger's freight and luggage.
- C. Access: Operator shall provide for aircraft parking an operating area on leased premise and shall provide paved access from facility to taxiway system. Such taxiway access shall meet all applicable FAA and Airport standards for the largest aircraft type anticipated to use the operators facility. The Operator shall provide adequate automobile parking spaces within the leased area to satisfy the needs of the tenant employees, students and general public.
- D. Personnel: The Operator shall employ and have on duty during the operating hours trained personnel in such numbers as may be required to meet the standards in a safe and efficient manner, depending upon the type of aircraft used, that have valid FAA commercial pilots certification with the appropriate ratings to permit flight activity offered by the Operator.
- E. Aircraft: The Operator shall have available for use either owned or leased to the Operator sufficient certified aircraft equipped to support the classification of the serviced
- F. Hours of Operation: The Operator shall make provisions for someone to be in attendance in the office at all time during the posted business hours. Operators who do not ost regular business hours shall provide an adequate means of contacting the Operator to arrange for an appointment and must contact the potential customer not more than 24 hours after the initial service inquiry.
- G. Special Provisions: The Operator shall provide evidence in the form of current FAA Part 135 certificate or other evidence required by the City of Venice to show documentation that the Operator is in compliance with the category.

EXHIBIT B

Category "C" - Aircraft Maintenance and Repair Service: An Operator in this category is authorized to operate an aircraft engine, propeller and accessory or maintenance and overhaul facility. This category also provides for the non-exclusive sale of aircraft parts and accessories.

- A. **Land:** The Operator shall lease from the City of Venice, an area not less than 32,670 square feet of land to provide space for building, automobile parking, storage and parking of aircraft and area for utility and support facilities.
- B. **Building:** A building must be leased or constructed having a minimum of 5,000 square feet with floor space to provide for office space, restrooms, shop space, lounge space and telephones.
- C. **Access:** The Operator shall provide for aircraft parking an operating area on leased premise and shall provide paved access from facility to taxiway system. Such taxiway access shall meet all applicable FAA and Airport standards for the largest aircraft type anticipated to use the operators facility. The Operator shall provide adequate automobile parking spaces within the leased area to satisfy the needs of the tenant employees, and general public use.
- D. **Services and Equipment Provided:** The Operator shall provide sufficient shop space and equipment, supplies and inventory for aircraft parts to perform aircraft maintenance as required by the FAA. The Operator shall provide emergency aircraft recovery services and equipment necessary to properly remove a disabled general aviation aircraft of the largest type normally utilizing the airport.
- E. **Personnel:** The Operator shall employ and have on duty during the appropriate business hours trained personnel in such a manner that are required to meet these standards in a safe and efficient manner but never less than one (1) person currently certified by FAA with the ratings appropriate for the work to be performed.

EXHIBIT B

Category "D" - Aviation Fuel Sales and Related Services: The Operator is authorized to provide aviation fuel, lubricants and other services in support of aircraft operations on the airport.

- A. Land: The Operator shall lease from the City of Venice an area not less than 32,670 square feet of land to provide for building, automobile parking, storage and parking of aircraft and area for utility and support facilities.
- B. Building: The Operator shall lease or construct building with a minimum 1,000 square feet of office space for passengers, crew of aircraft, restrooms, lounge space and telephones.
- C. Access: Operator shall provide for aircraft parking and operating area on leased premise and shall provide paved access from facility to taxiway system. Such taxiway access shall meet all applicable FAA and Airport standards for the largest aircraft type anticipated to use the operators facility. The operator shall provide adequate automobile parking spaces within the leased area to satisfy the needs of the employees and general public.
- D. Services: The Operator shall provide a full range of approved retail fuel services including jet fuel and av gas. At least one (1) 8,000 gallon fuel storage tank for each grade of aviation fuel usually required for aircraft using the airport is to be provided. The operator shall provide metered, filter equipment dispensers, fixed and mobile, for dispensing the required grade of fuel. Operators in this category, at the discretion of the City of Venice, may not require the operator to provide two (2) separate grades of aviation fuel depending upon the available fuel on the airport via other Fixed Base Operators.

The Operator shall provide directly or indirectly minor repair service to aircrafts service needs on the ramp or apron parking areas but only within the premise leased of the Operator or other approved common parking areas of the airport. The Operator shall have such equipment as necessary to provide aircraft towing and re-charging/energizing aircraft batteries and starters. All equipment shall be maintained and operated in accordance with federal, state, local and Airport codes.

The Operator will maintain a fuel source facilities for subject to registration by the State of Florida and shall be required to purchase pollution liability insurance policy and the policy shall name the City of Venice as additional insured and shall be in such an amount as directed by the City of Venice. Conducting refilling operations, the Operator shall install and use adequate grounding facilities at fueling locations to eliminate hazardous static electricity and shall provide fire extinguisher and other equipment as approved by the National Fire Protection Association or as directed by the Venice Fire Department as to the type and quantities as required with the hazards of re-fueling and servicing aircraft.

The Operator shall provide for adequate and sanitary handling and disposal from the Airport, all trash, waste and other materials but not limited to used oil, solvents and other waste. The piling or storage of crates/boxes, barrels and other containers will not be permitted within the leased premise.

EXHIBIT B

- E. Hours of Operation: The Operator shall provide for aircraft fueling and oil dispensing service 8:00 a.m. to 5:00 p.m., seven (7) days a week. The Operator shall arrange for a such service during after hours on a call basis.

- F. Personnel: The Operator shall employ trained personnel in such number as required to meet the Minimum Standards as set forth in this category of services in an efficient manner. Said personnel shall be trained in the operation of all equipment to reduce potential hazards or pollution contamination.

EXHIBIT B

Category "E" - Aircraft Sales and Service Facility - An aircraft sales Operator is entitled to engage in the sales of new and used aircraft.

- A. Land: The Operator shall lease from the City of Venice, an area not less than 21,780 square feet of land to provide space for building, automobile parking, storage and parking of aircraft and area for utility and support facilities.
- B. Building: The Operator will lease or construct a facility having a minimum of 3,000 square feet of aircraft storage, display space, office space, lounge, restroom and telephone.
- C. Access: Operator shall provide for aircraft parking an operating area on leased premise and shall provide paved access from facility to taxiway system. Such taxiway access shall meet all applicable FAA and Airport standards for the largest aircraft type anticipated to use the operators facility. The Operator shall provide adequate automobile parking spaces within the leased area to satisfy the needs of the tenant employees and general public.
- D. Service/Equipment Provided: The Operator will provide satisfactory arrangements for repair and servicing of aircraft sold but only for the duration of the sales guarantee. The Operator shall provide an adequate inventory of spare parts for the type of new aircraft intended for sale. Servicing facilities maybe provided.
- E. Dealerships: New aircraft dealer shall hold an authorized factory or sub-dealership. All aircraft dealers shall hold a current occupational license or permit and an operator engaged in used aircraft must conform to provisions of the FAA regulations and present valid dealer aircraft registration certificates. All aircraft dealers shall hold appropriate licenses and permits that may be required by any law or regulatory agency.
- F. Aircraft: The dealer of a new aircraft shall have available or on-call current model demonstrators per dealer agreement. Dealers of used aircraft shall have reasonable access to aircraft offered to sale for the purpose of demonstration.
- G. Personnel: The Operator shall employ and have on duty during the appropriate business hours trained personnel in such a manner as required to meet these standards in an efficient manner but no less than one (1) properly certified and qualified pilot to provide demonstration and check rides for aircraft operator appropriate for the type of aircraft to be demonstrated.
- H. Hours of Operation: The Operator shall make provisions for someone to be in attendance in the office at all times during posted operating business hours. The Operator shall arrange for such services during after business hours on a call basis.
- I. Aircraft and Equipment: The Operator shall comply with the aircraft requirements including equipment thereof in each aeronautical service being performed; however, multiple uses can be made of all aircraft utilized. The Operator shall provide the facility and equipment and services to meet the standards provided in this part for each aeronautical service the Operator is performing

EXHIBIT B

Category "F" - Special Aircraft and Aeronautical Services - The Operator shall provide a variety of aeronautical activities that would fall within this category but are not meant to be inclusive or all restrictive:

- a. The installation of or repair of avionics instruments, propellers and accessories, aircraft painting, upholstery and similar aircraft components and support services. This category allows the Operator to sell new or used aircraft radio, instruments, propellers, and accessories.
- b. Storage of aircraft, rides, aerial photography, aerial surveying, and police activities.
- A. **Land:** The Operator shall lease from the City of Venice, an area not less than 21,780 square feet of land to provide space for building, automobile parking, storage and support facilities.
- B. **Building:** A building must be leased or constructed having a minimum of 3,000 square feet to provide office space, aircraft storage, restroom and telephone.
- C. **Access:** Operator shall provide for aircraft parking an operating area on leased premise and shall provide paved access from facility to taxiway system. Such taxiway access shall meet all applicable FAA and Airport standards for the largest aircraft type anticipated to use the operators facility. The Operator shall provide adequate automobile parking spaces within the leased area to satisfy the needs of the employees, customers and general public.
- D. **Personnel:** The Operator shall employ, properly certified by FAA, personnel to support the type of services and activities which will be offered under this category.
- E. **Aircraft:** The Operator shall have based on the leasehold at least one (1) aircraft owned or under written lease to the operator, aircraft shall be certified airworthy to meet the requirements of FAA with respect to the operations to be performed.
- F. **Hours of Operation:** The Operator will make provisions to have someone to be in attendance and in the office at all times during posted operating hours. The Operator who does not have posted business hours will provide for adequate means of contacting the Operator to arrange for appointments and must agree to contact potential customer in not less than 24 hours of the original inquiry of service.
- G. **Special Provision:** If aircraft painting is provided, the Operator shall provide adequate facilities to conduct the operation in accordance with applicable Airport Rules and Regulations, National Fire Protection Association recommendations, local fire protection and building codes and all other applicable safety regulations.

EXHIBIT B

Category "G" - **Multiple Aeronautical Services**: A multi aeronautical service Operator is engaged in any two (2) or more of the aeronautical services as described in Part II of the Minimum Standards.

- A. **Land**: The Operator shall lease from the City of Venice, an area not less than 43,560 square feet, one (1) acre to provide space for building, automobile parking, storage and parking of aircraft, as applicable, and area for utility and support facilities.
- B. **Building**: A building must be leased or constructed having a minimum of 6,000 square feet for aircraft storage, shop area, office space, public facilities, restrooms and telephones. If aircraft maintenance and repair service is one of the multi service categories provided by the Operator, at least 10,000 square feet of aircraft storage, shop area and offices shall be provided. If flight training is one of the multi service offered, the operator shall provide classroom and briefing room facilities as required by the standards.

The City reserves the right to require the lease area or building space to be greater than the Minimum Standards if in the City's opinion such increase is necessary or desirable to properly satisfy the public need for services to be provided.

- C. **Access**: Operator shall provide for aircraft parking and operating area on lease premises and shall provide paved access from facility to taxiway system. Such taxiway access shall meet all applicable FAA and Airport standards for the largest aircraft type anticipated to use the operators facility. The Operator shall provide adequate automobile parking spaces within the leased area to satisfy the needs of employees, customer and general public use.
- D. **Hours of Operation**: The Operator shall adhere to the hours of operation required in the standards for each aeronautical service being performed.
- E. **Personnel**: The Operator shall have in its employ and on duty during the posted business hours, trained personnel in such numbers as required to meet the standards as provided for in this part for each aeronautical activity the Operator intends to provide. Multiple responsibilities may be assigned to meet the personnel requirements for aeronautical services being performed by the Operator.
- F. **Aircraft and Equipment**: The Operator shall comply with the aircraft requirements including equipment thereof in each aeronautical service being performed; however, multiple uses can be made of all aircraft utilized. The Operator shall provide the facility and equipment and services to meet the standards provided in this part for each aeronautical service the Operator is performing.

Developing Minimum Standards for every possible combination of services is not possible and the foregoing will serve as guidelines for the City to utilize for proposed lease agreements or existing lease agreements involving multiple service activities.

EXHIBIT B

Category "H" - Non-Aeronautical Activities: All commercial activities not covered by the foregoing standards shall be subject to the approval of the City of Venice. Specific size of the leasehold facilities need to be consistent with commercial activities and of the proposed activity. It shall be the responsibility of the Operator to demonstrate that the proposed activity contains adequate land space, building facilities and suitability size exists for same to be conducted.



EXHIBIT C - TRANSIENT AIRCRAFT PARKING

VENICE MUNICIPAL AIRPORT
VENICE, FL





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

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

VENICE MUNICIPAL AIRPORT
 VENICE, FL



EXHIBIT E

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the CITY OF VENICE, FLORIDA, by TRISTATE AVIATION GROUP OF FLORIDA, LLC, whose business address is 400 Airport Avenue East, Venice, Florida 34285, and its Federal Employer Identification Number (FEIN) is 271259741.

2. My name is FRANK J. Depuis and my relationship to TRISTATE AVIATION GROUP OF FLORIDA, LLC, is MANAGER.

3. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

4. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (1) A predecessor or successor of a person convicted of a public entity crime: or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, that statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

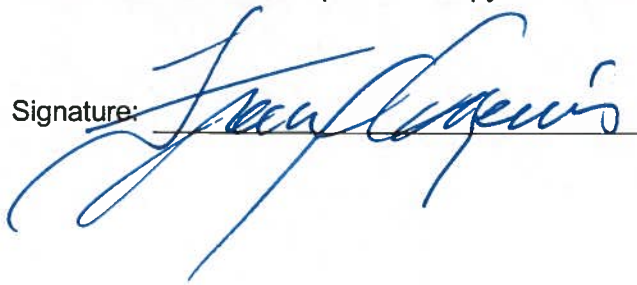
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity (or an affiliate of the entity), has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

Date: 10-20-15

Signature: _____



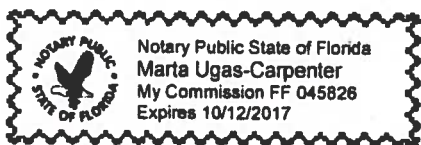
State of: FLORIDA

County of: Sarasota

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 20th day of October, in the year 2015.

My commission expires:

Marta Ugas-Carpenter
Notary Public



Marta Ugas-Carpenter
Printed Name or Stamp of Notary Public

Personally known to me or produced FL DL # D120-270-37-1340 as identification.