

ASSIGNMENT OF LEASE

This Assignment of Lease is made by VAS LEASING COMPANY, LLC, a Florida limited liability company ("Assignor") and TRISTATE AVIATION GROUP OF FLORIDA, LLC, a Florida limited liability company ("Assignee"), and is dated as of August 13, 2013.

STATEMENT OF FACT

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

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

AGREEMENT

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

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

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

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

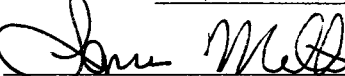
6. This Assignment shall become effective upon the closing of the transaction described in that certain Contract for Purchase and Sale between Assignor and Assignee dated May 8, 2013, as amended and extended; with the further provision that the closing shall not be deemed to have occurred until and unless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

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

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

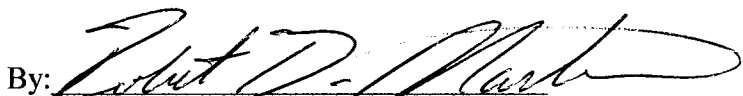
WITNESSES:


Print Name: ZURIEL Y. OLAYYAK


Print Name: Lance Milko

ASSIGNOR:

VAS LEASING COMPANY, LLC, a Florida limited liability company


By: 
Robert D. Martin

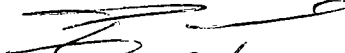
As Its Manager
DATED: 7-31, 2013

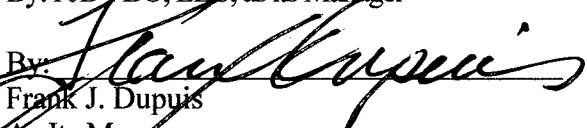
ASSIGNEE:

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

By: FJD PBO, LLC, as its Manager


Print Name: Erlene Cole


Print Name: Patrice Fouernier

By: 
Frank J. Dupuis

As Its Manager
DATED: 7-30, 2013

STATE OF FLORIDA
COUNTY OF SARASOTA

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

Personally known X
or Produced Identification _____
Type of Identification Produced _____



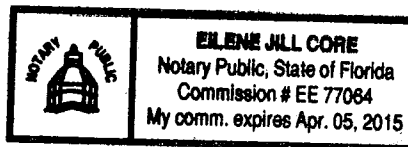
[Signature]
Notary Public
Print Name: John J McCormack
My Commission Expires: March 13, 2017

STATE OF FLORIDA
COUNTY OF SARASOTA

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

Personally known _____
or Produced Identification X
Type of Identification Produced FLDL

[Signature]
Notary Public
Print Name: Eilene Jill Core
My Commission Expires: _____



CONSENT TO ASSIGNMENT OF LEASE

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

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

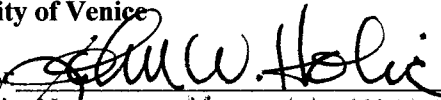
1. The undersigned's consent is subject to all of those various provisions contained in that certain Landlord Estoppel Certificate executed by the undersigned and a copy of which is annexed hereto as Exhibit "B".

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

Dated as of August 13, 2013.

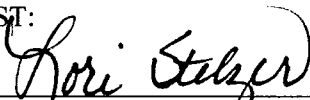
WITNESSES:

**Landlord:
City of Venice**

By: 
Print Name: Mayor John W. Holic
As Its Mayor

AUG 13 2013

ATTEST:


Print Name: LORI STELZER, MMC
City Clerk, City of Venice

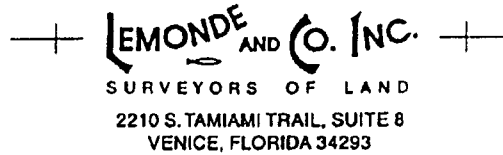
SWD:stf\DOCS\RE\File No. 11036-12\Assignment of Lease CLEAN 6.28.13

Approved By City Council

Date: 8/13/13

374.G

Exhibit A



302.84

TEL: 941-493-8000

FAX: 941-497-5160

PARCEL B

LEGAL DESCRIPTION:

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

CONTAINS: 1.7115 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

CERTIFIED AS TO DESCRIPTION ONLY.
NOT A BOUNDARY SURVEY.

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

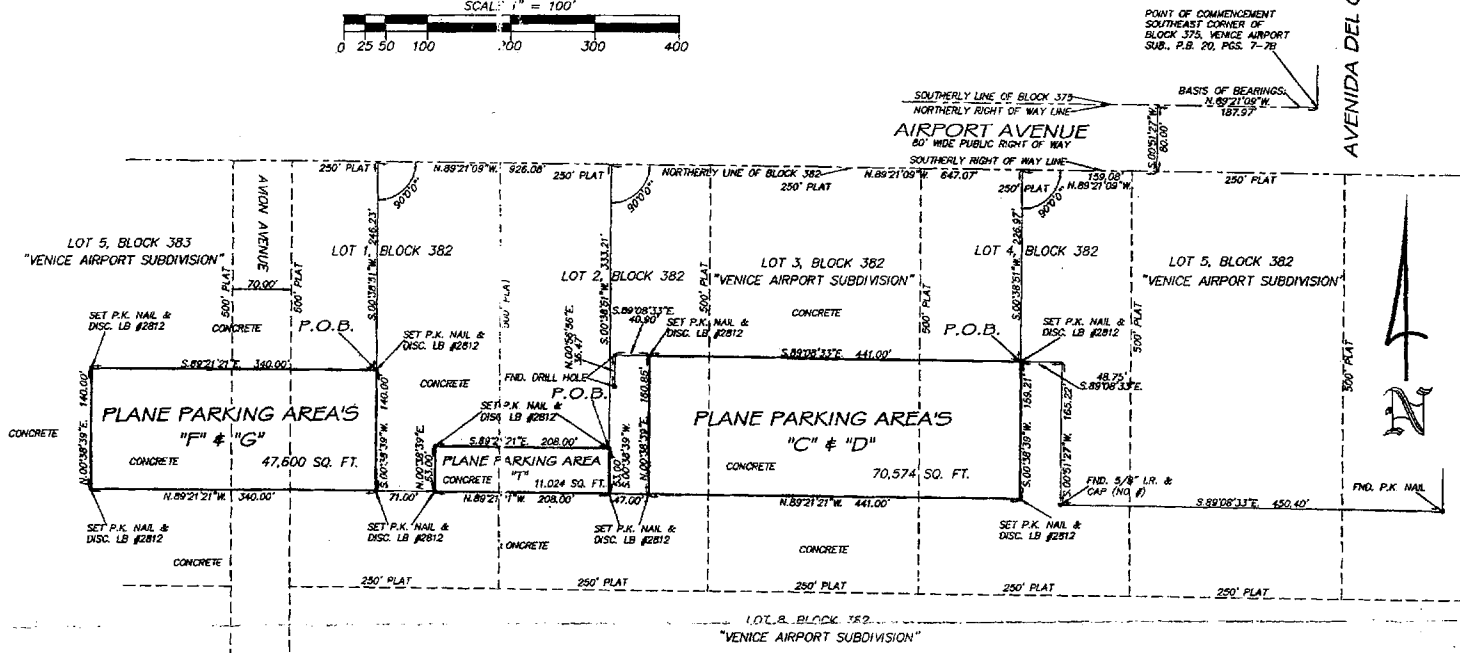
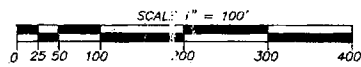
2-4-03

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

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

ABBREVIATIONS OF SURVEYING TERMS

- (C.) = CALCULATED DISTANCE, ANGLE OR BEARING
- (D.) = DEED CALL BEARING AND/OR ANGLE
- (M.) = MEASURED DISTANCE OR ANGLE
- (P.) = PLAT DISTANCE OR BEARING/ANGLE
- (R.) = RADIAL LINE OR RADIUS
- A. = ARC
- ALUM. = ALUMINUM
- B.M. = BENCH MARK
- BLDG. = BUILDING
- C.B. = CATCH BASIN
- C.B.S. = CONCRETE BLOCK AND STUCCO
- C.L.F. = CHAIN LINK FENCE
- C.M. = CONCRETE MONUMENT
- C.M.P. = CORRUGATED METAL PIPE
- C.O. = CLEAN OUT FITTING
- C.T.V. = CABLE TELEVISION BOX
- CH. = CHORD
- CL. = CENTERLINE
- CONC. = CONCRETE
- COR. = CORNER
- D.F. = DRAIN FIELD
- EASE. = EASEMENT
- E.S. = ELECTRIC SERVICE
- EL. OR ELEV. = ELEVATION
- E/P. = EDGE OF PAVING
- E/W. = EDGE OF WATER
- F.B. = FIELD BOOK
- F.F. = FINISHED FLOOR
- F.H. = FINE HYDRANT
- FND. = FOUND
- F.P. & L. = FLORIDA POWER & LIGHT COMPANY
- FT. = FEET
- G.T.E. = GENERAL TELEPHONE CABLE BOX
- G.V. = GATE VALVE
- GUY. = GUY ANCHOR
- H.R. = HANDHOLE
- H.W. = HEADWALL
- I.P. = IRON PIPE
- I.R. = IRON ROD OR RE-BAR
- IRR. = IRRIGATION PIPE
- INT. = INTERSECTION
- INV. = INVERT
- J.B. = JUNCTION BOX
- L.B. = LAND SURVEYORS BOARD LICENSE NUMBER
- L. = LENGTH
- M.H. = MANHOLE
- M.H.W.L. = MEAN HIGH WATER LINE
- M.L.W.L. = MEAN LOW WATER LINE
- O.H. = OVERHEAD
- O.H.W.L. = ORDINARY HIGH WATER LINE
- O/S. = OFFSET
- P.C. = POINT OF CURVATURE
- P.C.C. = POINT OF COMPOUND CURVATURE
- P.C.P. = PERMANENT CONTROL POINT
- P.G. = PAGE
- P.I. = POINT OF INTERSECTION
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.P. = POWER POLE
- P.R.C. = POINT OF REVERSE CURVATURE
- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.T. = POINT OF TANGENCY
- PAVT. = PAVEMENT
- R.C.P. = REINFORCED CONCRETE PIPE
- R.C.W. = RECLAIMED WATER SERVICE
- REF. = REFERENCED POINT BY 4 OFFSET NAILS
- RES. = RESIDENCE
- RET. = RETAINING
- R/W. = RIGHT OF WAY
- R.L.S. = REGISTERED LAND SURVEYOR
- R.P. = RADIUS POINT
- R.S. SPIKE = RAILROAD SPIKE
- S.H. = SPRINKLER HEAD
- S.S. = SEWER SERVICE
- S.T. = SEPTIC TANK
- SQ. = SQUARE
- SW. = SEAWALL
- SWK. = SIDEWALK
- T.B.M. = TEMPORARY BENCH MARK
- TEL. = TELEPHONE
- TOPO. = TOPOGRAPHICAL
- TRANS. = TRANSFORMER
- T/B. = TIE
- T/S. = TIE OF SLOPE
- U.G. = UNDERGROUND
- WTWY. = WATERWAY
- W.M. = WATER METER
- W.S. = WATER SERVICE



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

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PORTION OF LOT 1, BLOCK 382, AVON AVENUE AND LOT 5, BLOCK 382, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION" AS RECORDED IN PLAT BOOK 20 AT PAGES 7 TO 7-B, INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 375, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION"; THENCE N.89°21'09"W., ALONG THE SOUTHERLY LINE OF SAID BLOCK 375 AND THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE, 80' WIDE PUBLIC RIGHT OF WAY, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION" A DISTANCE OF 187.97 FEET; THENCE S.00°51'27"W., A DISTANCE OF 80.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382; THENCE N.89°21'09"W., ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382 A DISTANCE OF 647.07 FEET; THENCE S.00°38'51"W., PERPENDICULAR TO THE SAID NORTHERLY LINE OF BLOCK 382 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT AVENUE A DISTANCE OF 248.23 FEET TO THE POINT OF BEGINNING; THENCE S.00°35'39"W., A DISTANCE OF 140.00 FEET; THENCE N.89°21'21"W., A DISTANCE OF 340.00 FEET; THENCE N.00°38'39"E., A DISTANCE OF 140.00 FEET; THENCE S.89°21'21"E., A DISTANCE OF 340.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 47,600 SQUARE FEET, MORE OR LESS.

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

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PORTION OF LOTS 1 & 2, BLOCK 382, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION" AS RECORDED IN PLAT BOOK 20 AT PAGES 7 TO 7-B, INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 375, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION"; THENCE N.89°21'09"W., ALONG THE SOUTHERLY LINE OF SAID BLOCK 375 AND THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE, 80' WIDE PUBLIC RIGHT OF WAY, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION" A DISTANCE OF 187.97 FEET; THENCE S.00°51'27"W., A DISTANCE OF 80.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382; THENCE N.89°21'09"W., ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382 A DISTANCE OF 647.07 FEET; THENCE S.00°38'51"W., PERPENDICULAR TO THE SAID NORTHERLY LINE OF BLOCK 382 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT AVENUE A DISTANCE OF 333.21 FEET TO THE POINT OF BEGINNING; THENCE S.00°35'39"W., A DISTANCE OF 53.00 FEET; THENCE N.89°21'21"W., A DISTANCE OF 208.00 FEET; THENCE N.00°38'39"E., A DISTANCE OF 53.00 FEET; THENCE S.89°21'21"E., A DISTANCE OF 208.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 11,024 SQUARE FEET, MORE OR LESS.

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

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PORTION OF LOTS 2, 3 & 4, BLOCK 382, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION" AS RECORDED IN PLAT BOOK 20 AT PAGES 7 TO 7-B, INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 375, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION"; THENCE N.89°21'09"W., ALONG THE SOUTHERLY LINE OF SAID BLOCK 375 AND THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE, 80' WIDE PUBLIC RIGHT OF WAY, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION" A DISTANCE OF 187.97 FEET; THENCE S.00°51'27"W., A DISTANCE OF 80.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382; THENCE N.89°21'09"W., ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382 A DISTANCE OF 647.07 FEET; THENCE S.00°38'51"W., PERPENDICULAR TO THE SAID NORTHERLY LINE OF BLOCK 382 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT AVENUE A DISTANCE OF 228.97 FEET TO THE POINT OF BEGINNING; THENCE S.00°35'39"W., A DISTANCE OF 158.21 FEET; THENCE N.89°21'21"W., A DISTANCE OF 441.00 FEET; THENCE N.00°38'39"E., A DISTANCE OF 160.85 FEET; THENCE S.89°21'21"E., A DISTANCE OF 441.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 70,574 SQUARE FEET, MORE OR LESS.

Page 2 of 2 of Exhibit A
Plane Parking Area "T"

Exhibit A

Number	Date	Revision	Notes

SURVEYOR'S CERTIFICATE

I hereby certify that a survey of the above described and shown herein, and that the survey was made in accordance with the provisions of the Statutes of the State of Florida, and that the same is a true and correct copy of the original survey as shown on the plat hereon.

BRIGHAM SURVEYING, INC. LB 2812

DATE OF SURVEY: 1/24/02

Title: BOUNDARY SURVEY

Prepared for: CITY OF VENICE

Certified to: CITY OF VENICE

Sketch No. 2620-B Scale: 1"=100'

Field Book: 652 Page: 46-48

Drawn By: RAY Checked By: P.B.

Brigham Surveying, Inc.

Land Surveyors

712 Shamrock Blvd.

Venice, Florida 34293

ph. (941) 493-4430

LANDLORD ESTOPPEL CERTIFICATE

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

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

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

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

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

1. The Landlord is the landlord/lessor under the Lease, and Tenant is the current tenant/lessee under the Lease. The Lease is currently in full force and effect, and will terminate September 30, 2020. Tenant has the right to renew the Lease for one (1) additional period of five (5) years, said renewal term if applicable to begin October 1, 2020 and to end September 30, 2025.
2. The Lease has not been modified or amended (except as described below, if applicable), is in good standing and in full force and effect. Modifications, if any, and date and effect of any modification: N/A
3. Tenant currently pays rent under the Lease in the amount of \$ 2515.94 per month plus sales tax, and such rent has been paid through the period ending on August 31, 2013.
4. Tenant has paid a security deposit under the Lease in the amount of \$ 0.00. Tenant has paid last month's rent in the amount of \$ 0.00. Any other deposits or prepaids held by Landlord: N/A.
5. Under the Lease, Tenant is required to pay as additional rent, pass-through charges as follows, if any:
N/A
6. As far as is known to Landlord, there are no defaults of Tenant under the Lease.

7. As far as Landlord knows, Tenant has no charge, lien, claim of set-off or defense against rents or other charges due or to become due under the Lease or otherwise under any of the terms, conditions, or covenants contained therein.

8. Tenant has not received any future concession (free rent, reduced rent or otherwise) in connection with renting the Premises except as follows:

N/A

9. To the knowledge of Landlord, Tenant has no outstanding complaints against Landlord and Landlord has no outstanding complaints against Tenant except as follows:

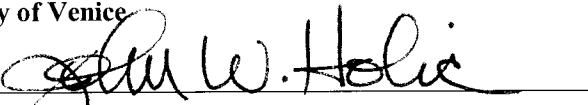
N/A

10. Additional comments of Landlord applicable to Lease and/or Tenant:

11. The individual executing this certificate represents that he/she is a duly authorized signatory of Landlord, with full power and authority to bind Landlord by his/her execution hereof and that the execution of this certificate has in fact been duly approved and authorized.

Landlord:
City of Venice

Date: August 13, 2013

By: 

Print Name: Mayor John W. Holie

As Its: AUG 13 2013

Approved By City Council

Date: 8/13/13

AMENDMENT TO LEASE AGREEMENT

This amendment is made and entered into this 1st day of December, 2004 by and between the CITY OF VENICE, hereinafter referred to as "LESSOR", and VAS LEASING COMPANY, LLC , hereinafter referred to as "LESSEE".

Whereas, the LESSOR and LESSEE are parties to a Lease Agreement dated September 26, 1995 (the "September 26, 1995 Lease"), and

Whereas, the parties wish to amend the September 26, 1995 Lease to add additional acreage and to increase the rent.

Now, therefore, in consideration of the covenants and promises contained herein and in the September 26, 1995 Lease, the parties agree as follows:

1. The premises identified Plane Parking Area "T" on the boundary survey attached hereto as Exhibit "A" shall be added to the description of premises leased by LESSOR to LESSEE and rented by LESSEE from LESSOR pursuant to the September 26, 1995 Lease. This amendment shall be effective as of the first day of the first calendar month after this Amendment is signed by the Lessor. Said additional acreage shall only be used for aircraft parking.

2. Commencing on the above effective date, the amount of rent to be paid pursuant to the September 26, 1995 Lease shall be increased \$400 per month.

3. All other terms and conditions of the September 26, 1995 Lease not specifically amended herein remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed and delivered by the Lessee and Lessor this 17th day of May, 2005.

Signed by Lessor in the presence of the following witnesses:

LESSOR
CITY OF VENICE, FLORIDA

Judy Gamel
Print Name Witness #1: JUDY GAMEL

By: Dean Calamaras
Dean Calamaras, Mayor

Linda Depeu
Print Name Witness #2: LINDA DEPEU

ATTEST:

Lori Stelzer
Lori Stelzer, City Clerk

Signed by Lessee in the presence of the following witnesses:

LESSEE
VAS LEASING COMPANY, LLC

Sandra L. Fraser
Print Name Witness #1: SANDRA L. FRASER

By: Robert A. Plaster
Manager

Rebecca A. Schultz
Print Name Witness #2: REBECCA A. SCHULTZ

**LESSOR'S CONSENT TO ASSIGNMENT AND
AMENDMENT OF LEASE AGREEMENT**

THIS AGREEMENT is made and entered into this 5th day of March, 2003, by and between the **CITY OF VENICE, FLORIDA** ("Lessor"), **VAS LEASING COMPANY, LLC** ("Venice Aviation"), **TRIPLE DIAMOND ENTERPRISES, L.L.C.** ("Triple Diamond"), and **HUFFMAN AVIATION, INC.** ("Huffman").

WITNESSETH:

WHEREAS, Huffman entered into a Lease Agreement with the City of Venice dated September 26, 1995 (the "September 26, 1995 Lease"); and

WHEREAS, the September 26, 1995 Lease was amended on May 23, 2000 and on November 12, 2002; and

WHEREAS, Venice Aviation is the assignee of rights under an Asset Purchase Agreement dated December 31, 2002, with Huffman to acquire certain assets of Huffman, including, but not limited to, its rights to lease the portion of the leased premises under the September 26, 1995 Lease identified as Parcel B on the attachment hereto; and

WHEREAS, Triple Diamond has entered into an Asset Purchase Agreement dated January 24, 2003, with Huffman to acquire certain assets of Huffman including, but not limited to, its rights to lease a portion of the leased premises under the September 26, 1995 Lease identified as Parcels A, C and D on the attachment hereto; and

WHEREAS, Triple Diamond and Venice Aviation have requested consent of the Lessor to the assignment of the above leasehold interests in the September 26, 1995 Lease to each of them, respectively; and

WHEREAS, the Lessor is willing to consent to the foregoing assignments and to sever each assignee's respective leasehold interest so that Triple Diamond will have its own leasehold interest and Venice Aviation will have its own leasehold interest, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Consent to Assignment to Triple Diamond.** Contingent upon the closing of the Asset Purchase Agreement between Triple Diamond and Huffman, the Lessor hereby approves the assignment of the September 26, 1995 Lease by Huffman to Triple Diamond as to Parcels A, C and D.

2. **Consent to Assignment to Venice Aviation for Parcel B.** Contingent upon the closing of the Asset Purchase Agreement between Venice Aviation and Huffman, the Lessor hereby approves the assignment of the September 26, 1995 Lease to Venice Aviation as to Parcel B.

3. **Amendment of Venice Aviation Lease.** Effective from and after the assignment of the September 26, 1995 Lease to Venice Aviation as to Parcel B, the September 26, 1995 Lease as to Venice Aviation is amended by deleting Sections 1, 3, 12, 29 and 34 and adding a new Section 1 and Section 3 to read as follows:

1. **TERM AND RENTAL.** Lessor does hereby lease to Lessee and Lessee does hereby hire from Lessor the demised premises for a term of twenty-five (25) years (hereinafter called the initial term), commencing on the first day of October, 1995, to and ending on the 30th day of September, 2020. The annual rental for said demised premises shall be the sum of Nineteen Thousand Two Hundred 00/100 Dollars (\$19,200.00), said sum being payable in equal consecutive monthly payments of One Thousand Six Hundred and 00/100 Dollars (\$1,600.00) due and payable on the first day of each and every month during the term of this Lease. The rental payments shall remain constant until September 30, 2005 and will be adjusted on that date and on each and every five (5) year period thereafter as more fully defined in paragraph 28 below. This Lease shall be deemed a "Net Lease" and Lessor shall receive all rent free from any charges, assessments, impositions, expenses or deductions of any kind.

3. **USE OF PREMISES.** The demised premises shall be used solely by the Lessee in its operations as a Commercial Aviation Operator and as such Commercial Aviation Operator, Lessee shall be entitled to and shall only perform all functions as defined in Categories C, F, G and H of the Minimum Standards, Venice Municipal Airport, a copy of which is attached hereto as, Exhibit "B". The failure by Lessee to perform one or more of the said functions as described in the above-referenced Categories shall not constitute a default under this Lease, it being the understanding of the parties that the Lessee shall be entitled to perform

such of the above functions from time to time as Lessee, in its discretion, deems appropriate. The Lessee shall abide by and conform to all laws, governmental orders and all rules and regulations controlling or in any manner affecting the use of the demised premises or the use of any airport facilities. The Lessee shall also abide by the minimum standards for Commercial Aviation Operator promulgated by the Lessor relating to the Venice Municipal Airport and does expressly agree to abide by and conform to all reasonable amendments thereto, it being understood that such standards must be amended from time to time to comply with the continuing changes in circumstances of a Commercial Aviation Operators in the industry. The Lessee shall also abide by and conform to the rules and regulations promulgated by the Lessor from time to time which apply to all tenants and other users of the Venice Municipal Airport.

4. **Amendment of Triple Diamond Lease for Parcels A, C and D.** Effective from and after the assignment of the September 26, 1995 Lease to Triple Diamond as to Parcels A, C and D, the September 26, 1995 Lease as to Triple Diamond is hereby amended by deleting Section 1 and Section 3 and Section 34 and to add a new Section 1 and Section 3 to read as follows:

1. **TERM AND RENTAL.** Lessor does hereby lease to Lessee and Lessee does hereby hire from Lessor the demised premises for a term of twenty-five (25) years (hereinafter called the initial term), commencing on the first day of October, 1995, to and ending on the 30th day of September, 2020. The annual rental for said demised premises shall be the sum of Ninety-nine Thousand Three Hundred and 48/100 Dollars (\$99,300.48), said sum being payable in equal consecutive monthly payments of Eight Thousand Two Hundred Seventy-five and 04/100 Dollars (\$8,275.04) due and payable on the first day of each and every month during the term of this Lease. The rental payments shall remain constant until September 30, 2005 and will be adjusted on that date and on every five (5) year period thereafter as more fully defined in paragraph 28 below. This Lease shall be deemed a "Net Lease" and Lessor shall receive all rent free from any charges, assessments, impositions, expenses or deductions of any kind.

3. USE OF PREMISES. The demised premises shall be used solely by the Lessee in its operations as a Fixed Base Operator and as such a Fixed Base Operator, Lessee shall be entitled to and shall only perform all functions as defined in Categories A, B and D of the Minimum Standards, Venice Municipal Airport, a copy of which is attached hereto as, Exhibit "B". The failure by Lessee to perform one or more of the said functions as described in the above-referenced Categories shall not constitute a default under this Lease, it being the understanding of the parties that the Lessee shall be entitled to perform such of the above functions from time to time as Lessee, in its discretion, deems appropriate. The Lessee shall abide by and conform to all laws, governmental orders and all rules and regulations controlling or in any manner affecting the use of the demised premises or the use of any airport facilities. The Lessee shall also abide by the minimum standards for a Fixed Base Operator promulgated by the Lessor relating to the Venice Municipal Airport and does expressly agree to abide by and conform to all reasonable amendments thereto, it being understood that such standards must be amended from time to time to comply with the continuing changes in circumstances of a Fixed Base Operator in the industry. The Lessee shall also abide by and conform to the rules and regulations promulgated by the Lessor from time to time which apply to all tenants and other users of the Venice Municipal Airport.

5. Recognition as Separate and Distinct Leases. From and after the execution and delivery of each of the above lease assignments, Venice Aviation as assignee will have its own separate and distinct lease and leasehold interest on the terms set forth in the September 26, 1995 Lease, as modified herein, and Triple Diamond as assignee will have its own separate and distinct lease and its own leasehold interest on the terms set forth in the September 26, 1995 Lease, as modified herein, and neither lease or leasehold interest will be connected to the other.

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

M. Skol

Linda Dupont

WITNESSED BY:

MS Hartub

Rebecca A. Schultz

Witnessed by:

MS Hartub

Rebecca A. Schultz

Witnessed by:

MS Hartub

Rebecca A. Schultz

THE CITY OF VENICE

By: Don Celarunas
Mayor

"Lessor"

HUFFMAN AVIATION, INC.

By: [Signature]
President

"Huffman"

VAS LEASING COMPANY, LLC

By: [Signature]
Manager

"Venice Aviation"

TRIPLE DIAMOND ENTERPRISES, L.L.C.

By: Paul E. Hostetter by James S. Beard
Manager

"Triple Diamond"

has attorney in fact

PARCEL A

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 375, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION", AS RECORDED IN PLAT BOOK 20, PAGES 7, 7-A AND 7-B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR A POINT OF COMMENCEMENT; THENCE, ALONG THE NORTH RIGHT-OF-WAY LINE OF AIRPORT AVENUE (80 FOOT RIGHT-OF-WAY), NORTH 89° 22' 48" WEST, 187.97 FEET; THENCE SOUTH 00° 49' 48" WEST, 80.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT AVENUE, (80 FOOT RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89° 22' 48" EAST, 340.90 FEET; THENCE SOUTH 00° 49' 48" WEST, 394.02 FEET; THENCE NORTH 89° 10' 12" WEST, 450.40 FEET; THENCE NORTH 00° 49' 48" EAST, 165.18 FEET; THENCE NORTH 89° 10' 12" WEST, 530.81 FEET; THENCE NORTH 0° 37' 12" EAST, 166.82 FEET; THENCE SOUTH 89° 37' 12" EAST, 531.42 FEET; THENCE NORTH 0° 49' 48" EAST, 60.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ABOVE DESCRIBED AIRPORT AVENUE, (80 FOOT RIGHT-OF-WAY); THENCE SOUTH 89° 22' 48" EAST. ALONG SAID RIGHT-OF-WAY LINE, 109.50 FEET TO THE POINT OF BEGINNING. ALL LYING IN AND BEING A PART OF SECTION 19, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA. CONTAINS: 6.1025 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

CERTIFIED AS TO DESCRIPTION ONLY.
NOT A BOUNDARY SURVEY.

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


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

2-4-03

SURVEYORS OF LAND
2210 S. TAMiami TRAIL, SUITE 8
VENICE, FLORIDA 34293

TEL: 941-493-8000

FAX: 941-497-5160

PARCEL B

LEGAL DESCRIPTION:

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

CONTAINS: 1.7115 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

CERTIFIED AS TO DESCRIPTION ONLY.
NOT A BOUNDARY SURVEY.

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



2-4-03

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

PROPERTY OF
RECORDS DEPT.
CITY OF VENICE



302.84

SURVEYORS OF LAND

2210 S. TAMiami TRAIL, SUITE 8
VENICE, FLORIDA 34293

TEL: 941-493-8000

FAX: 941-497-5160

DESCRIPTION OF PLANE PARKING AREA'S "C" AT
VENICE AIRPORT, CITY OF VENICE, SARASOTA COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PORTION OF LOTS 2, 3 & 4, BLOCK 382, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION" AS RECORDED IN PLAT BOOK 20 AT PAGES 7 TO 7-B, INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

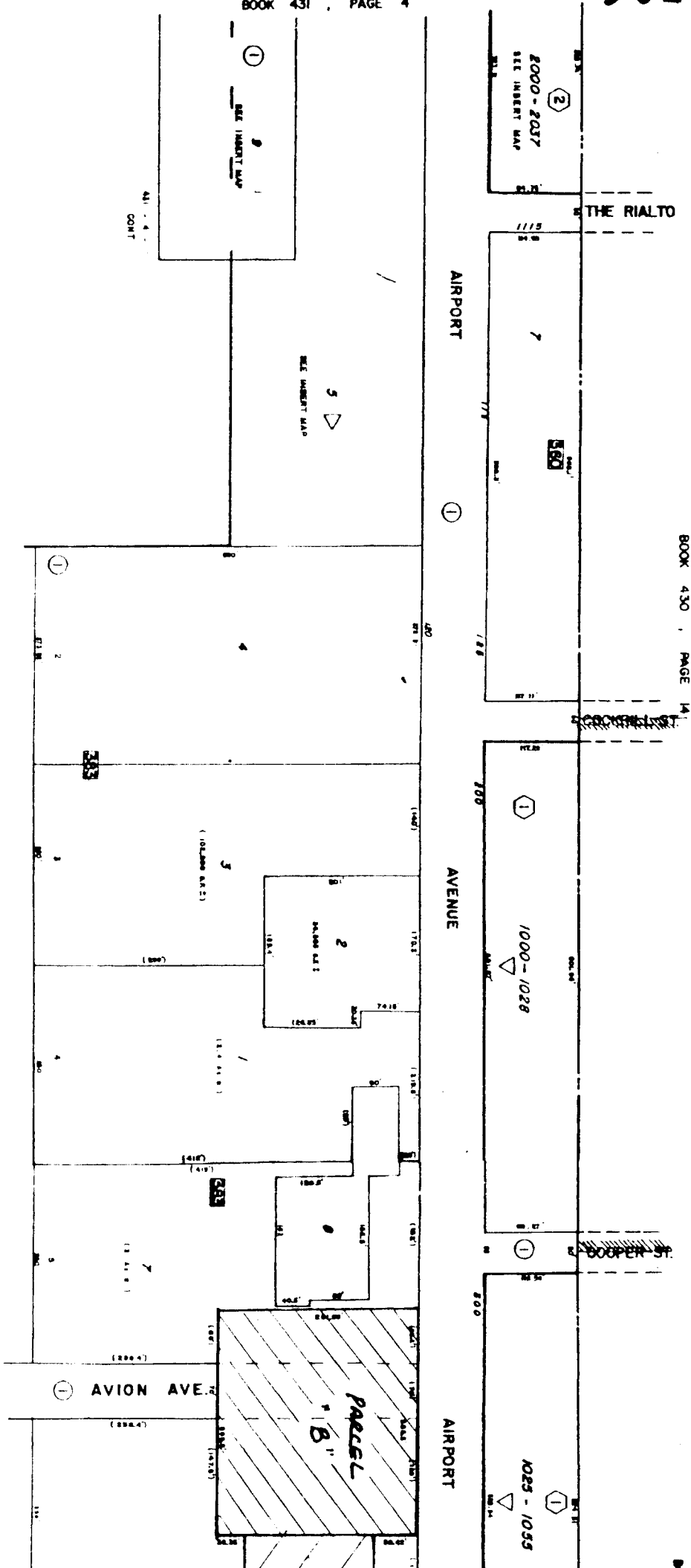
COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 375, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION"; THENCE N.89°21'09"W., ALONG THE SOUTHERLY LINE OF SAID BLOCK 375 AND THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE, 80' WIDE PUBLIC RIGHT OF WAY, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION" A DISTANCE OF 187.97 FEET; THENCE S.00°51'27"W., A DISTANCE OF 80.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382; THENCE N.89°21'09"W., ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382 A DISTANCE OF 159.08 FEET; THENCE S.00°38'51"W., PERPENDICULAR TO THE SAID NORTHERLY LINE OF BLOCK 382 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT AVENUE A DISTANCE OF 226.97 FEET TO THE POINT OF BEGINNING; THENCE S.00°38'39"W., A DISTANCE OF 159.21 FEET; THENCE N.89°21'21"W., A DISTANCE OF 441.00 FEET; THENCE N.00°38'39"E., A DISTANCE OF 160.85 FEET; THENCE S.89°08'33"E., A DISTANCE OF 441.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 70,574 SQUARE FEET, MORE OR LESS.

DESCRIPTION: "D"

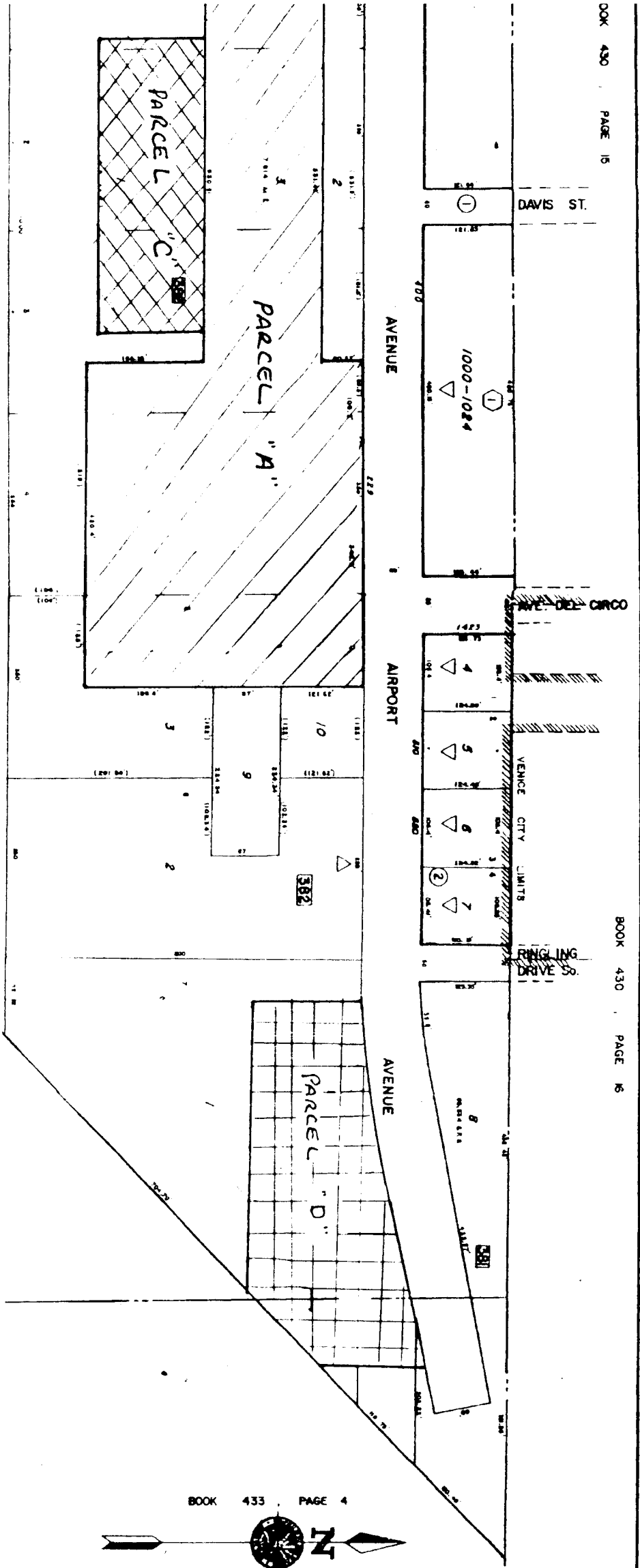
A PARCEL OF LAND LYING AND BEING IN SECTION 19, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, CITY OF VENICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 83.75 FEET SOUTH OF AND 56.88 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 381, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION", PLAT BOOK 20, PAGES 7-A & 7-B, SARASOTA COUNTY, FLORIDA; THENCE ALONG A CURVE TO THE LEFT, HAVING: A RADIUS OF 907.26 FEET, A CENTRAL ANGLE OF 08°20'23", A TANGENT LENGTH OF 66.14 FEET, A CHORD BEARING OF N.82°26'22"E. AND A CHORD LENGTH OF 131.94 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND ALONG A LINE THAT IS 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE EXISTING EDGE OF PAVEMENT OF AIRPORT AVENUE FOR THE NEXT TWO (2) CALLS, AN ARC LENGTH OF 132.06 FEET TO THE END OF SAID CURVE; THENCE N.78°35'52"E., A DISTANCE OF 424.29 FEET TO THE INTERSECTION WITH A LINE THAT IS 1.00 FOOT WESTERLY OF AN EXISTING SIX (6) FOOT CHAIN LINK FENCE; THENCE S.00°15'37"W., ALONG A LINE THAT IS 1.00 FOOT WESTERLY OF, NORTHWESTERLY OF AND NORTHERLY OF SAID FENCE FOR THE NEXT THREE (3) CALLS; A DISTANCE OF 155.29 FEET; THENCE S.45°26'29"W., A DISTANCE OF 162.24 FEET; THENCE N.89°28'45"W., A DISTANCE OF 430.94 FEET; THENCE N.00°10'57"E., A DISTANCE OF 163.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 110,278 SQUARE FEET, MORE OR LESS.

PROPERTY OF
RECORDS DEPT.
CITY OF VENICE



FOR INFORMATION PUR



POSES ONLY

+ LEMONDE AND CO. INC. +
 SURVEYORS OF LAND
 2210 S. TAMiami TRAIL, SUITE 8
 VENICE, FLORIDA 34293

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.

- 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

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

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.

- 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, taxilanes, 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.

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.

- 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 utilized. 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.

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.

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.

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.

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.

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.

- 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.

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

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.

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.

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.

AMENDMENT TO LEASE AGREEMENT

This amendment is made and entered into this 12 day of NOVEMBER, 2002 by and between the CITY OF VENICE, hereinafter referred to as "LESSOR", and HUFFMAN AVIATION, INC., hereinafter referred to as "LESSEE".

Whereas, the LESSOR and LESSEE are parties to a Lease Agreement dated September 26, 1995, and

Whereas, the parties wish to amend the September 26, 1995 Lease Agreement to add additional acreage and to increase the rent.

Now, therefore, in consideration of the covenants and promises contained herein and in the September 26, 1995 Lease Agreement, the parties agree as follows:

1. The premises identified as Plane Parking Area's "C" & "D" on the boundary survey attached hereto as Exhibit "A" shall be added to the description of premises leased by LESSOR to LESSEE and rented by LESSEE from LESSOR pursuant to the September 26, 1995 Lease Agreement. This amendment shall be effective as of December 1, 2002 and said additional acreage shall only be used for aircraft parking.

2. Commencing on December 1, 2002, the amount of rent to be paid pursuant to the September 26, 1995 Lease Agreement shall be \$9,875.04 per month plus the rent adjustment based on the fluctuations in the Consumer Price Index.

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3. All other terms and conditions of the September 26, 1995 Lease Agreement not specifically amended herein remain in full force and effect.

LESSOR
CITY OF VENICE, FLORIDA

BY: *Dean Calamaras*
DEAN CALAMARAS, MAYOR

ATTEST:
Lori Stelzer
LORI STELZER, CITY CLERK

Approved By City Council

Date: 11-12-02

LESSEE
HUFFMAN AVIATION, INC.

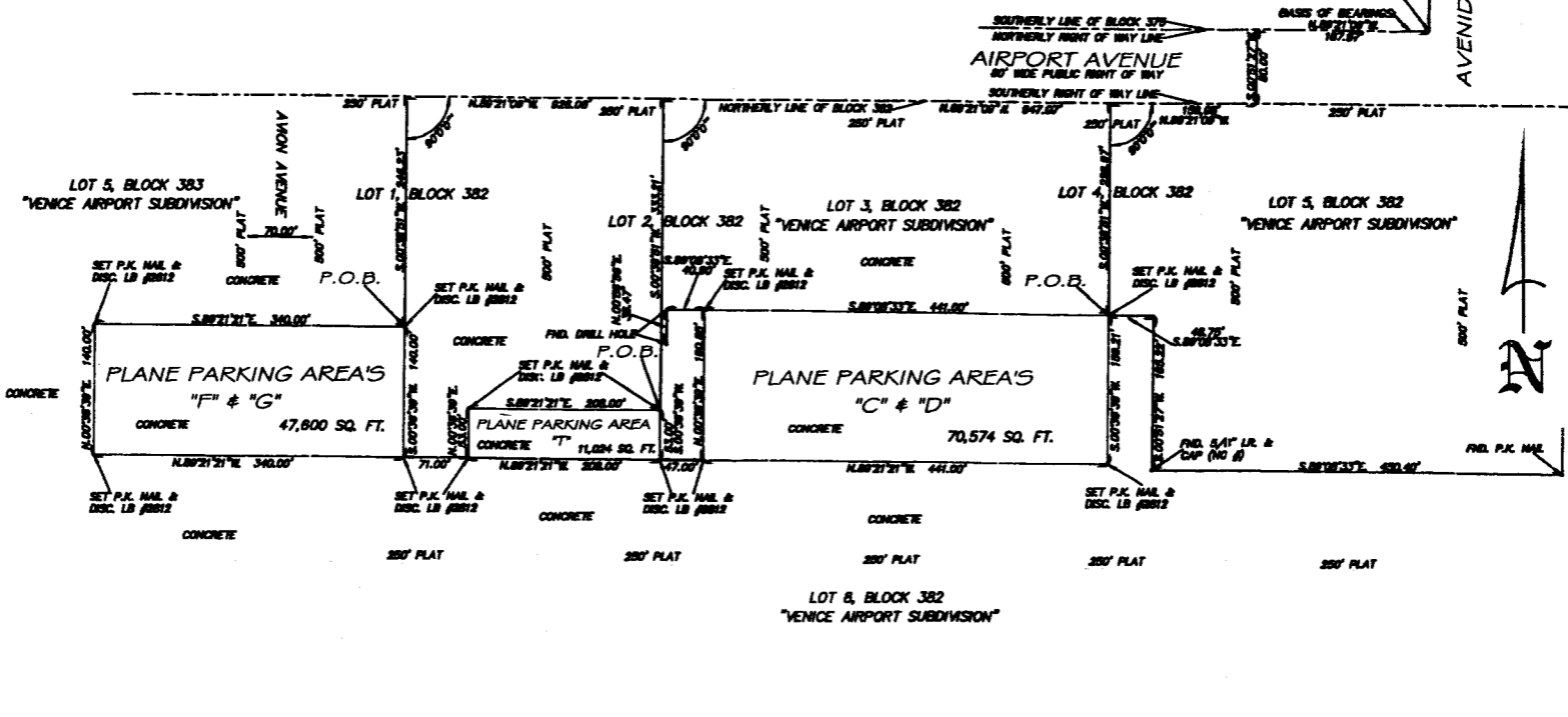
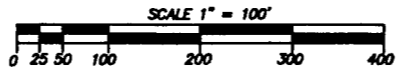
BY: *[Signature]*
PRESIDENT

[Signature]
GENERAL MANAGER

ABBREVIATIONS OF SURVEYING TERMS

- (C) = CALCULATED DISTANCE, ANGLE OR BEARING
- (D) = DEED CALL, BEARING AND/OR ANGLE
- (M) = MEASURED DISTANCE OR ANGLE
- (P) = PLAT DISTANCE OR BEARING/ANGLE
- (R) = RADIAL LINE OR RADIUS
- A = ARC
- ALUM. = ALUMINUM
- B.M. = BENCH MARK
- BLDG. = BUILDING
- C.B. = CATCH BASIN
- C.B.S. = CONCRETE BLOCK AND STUCCO
- C.L.F. = CHAIN LINK FENCE
- C.M. = CONCRETE MONUMENT
- C.M.P. = CORRUGATED METAL PIPE
- C.O. = CLEAN OUT FITTING
- CAT.V. = CABLE TELEVISION BOX
- CH. = CHORD
- CL. = CENTERLINE
- CONC. = CONCRETE
- COR. = CORNER
- D.F. = DRAIN FIELD
- EASE. = EASEMENT
- E.S. = ELECTRIC SERVICE
- EL. OR ELEV. = ELEVATION
- E/P. = EDGE OF PAVING
- E/W. = EDGE OF WATER
- F.B. = FIELD BOOK
- F.F. = FINISHED FLOOR
- F.H. = FIRE HYDRANT
- FND. = FOUND
- F.P. & L. = FLORIDA POWER & LIGHT COMPANY
- FT. = FEET
- G.T.E. = GENERAL TELEPHONE CABLE BOX
- G.V. = GATE VALVE
- GUY. = GUY ANCHOR
- H.H. = HANDHOLE
- H.W. = HEADWALL
- I.P. = IRON PIPE
- I.R. = IRON ROD OR RE-BAR
- I.W. = IRRIGATION PIPE
- INTER. = INTERSECTION
- INVT. = INVERT
- J.B. = JUNCTION BOX
- L.B. = LAND SURVEYORS BOARD LICENSE NUMBER
- L. = LENGTH
- M.H. = MANHOLE
- M.H.W.L. = MEAN HIGH WATER LINE
- M.L.W.L. = MEAN LOW WATER LINE
- O.H. = OVERHEAD
- O.H.W.L. = ORDINARY HIGH WATER LINE
- O/S. = OFFSET
- P.C. = POINT OF CURVATURE
- P.C.C. = POINT OF COMPOUND CURVATURE
- P.C.P. = PERMANENT CONTROL POINT
- PG. = PAGE
- P.I. = POINT OF INTERSECTION
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.P. = POWER POLE
- P.R.C. = POINT OF REVERSE CURVATURE
- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.T. = POINT OF TANGENCY
- PAVT. = PAVEMENT
- R.C.P. = REINFORCED CONCRETE PIPE
- R.C.W. = RECLAIMED WATER SERVICE
- REF. = REFERENCED POINT BY 4 OFFSET NAILS
- RES. = RESIDENCE
- RET. = RETAINING
- R/W. = RIGHT OF WAY
- R.L.S. = REGISTERED LAND SURVEYOR
- R.P. = RADIUS POINT
- R.R. SPIKE = RAILROAD SPIKE
- S.H. = SPRINKLER HEAD
- S.S. = SEWER HEAD
- S.T. = SEPTIC TANK
- SQ. = SQUARE
- SW. = SEAWALL
- SWK. = SIDEWALK
- T.B.M. = TEMPORARY BENCH MARK
- TELE. = TELEPHONE
- TOPG. = TOPOGRAPHICAL
- TRANS. = TRANSFORMER
- T/B. = TOP OF BANK
- T/S. = TOE OF SLOPE
- U.G. = UNDERGROUND
- WTRW. = WATERWAY
- W.M. = WATER METER
- W.S. = WATER SERVICE

THIS LIST IS PROVIDED PURSUANT TO 81017-8.003 (18) FLORIDA ADMINISTRATIVE CODE AND TO ASSIST YOU IN UNDERSTANDING THE ATTACHED SURVEY.



DESCRIPTION OF PLANE PARKING AREA "F" & "G"
 VENICE AIRPORT, CITY OF VENICE, SARASOTA COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 30 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PORTION OF LOT 1, BLOCK 382, AVIATION AVENUE AND LOT 5, BLOCK 382, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION" AS RECORDED IN PLAT BOOK 50 AT PAGES 7 TO 7-B, INCLUDING OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 376, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION"; THENCE N18°21'00" W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 376 AND THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE, 80' WIDE PUBLIC RIGHT OF WAY, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION" A DISTANCE OF 187.87 FEET; THENCE S00°01'27" W, A DISTANCE OF 80.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382; THENCE N18°21'00" W, ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382 A DISTANCE OF 80.00 FEET; THENCE S00°01'27" W, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE S00°01'27" W, A DISTANCE OF 340.00 FEET; THENCE N18°21'00" W, A DISTANCE OF 340.00 FEET; THENCE S00°01'27" W, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 47,600 SQUARE FEET, MORE OR LESS.

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

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 30 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PORTION OF LOTS 1 & 2, BLOCK 382, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION" AS RECORDED IN PLAT BOOK 50 AT PAGES 7 TO 7-B, INCLUDING OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 376, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION"; THENCE N18°21'00" W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 376 AND THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE, 80' WIDE PUBLIC RIGHT OF WAY, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION" A DISTANCE OF 187.87 FEET; THENCE S00°01'27" W, A DISTANCE OF 80.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382; THENCE N18°21'00" W, ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382 A DISTANCE OF 80.00 FEET; THENCE S00°01'27" W, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE S00°01'27" W, A DISTANCE OF 340.00 FEET; THENCE N18°21'00" W, A DISTANCE OF 340.00 FEET; THENCE S00°01'27" W, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 70,574 SQUARE FEET, MORE OR LESS.

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

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 30 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PORTION OF LOTS 2, 3 & 4, BLOCK 382, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION" AS RECORDED IN PLAT BOOK 50 AT PAGES 7 TO 7-B, INCLUDING OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 376, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION"; THENCE N18°21'00" W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 376 AND THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE, 80' WIDE PUBLIC RIGHT OF WAY, AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION" A DISTANCE OF 187.87 FEET; THENCE S00°01'27" W, A DISTANCE OF 80.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382; THENCE N18°21'00" W, ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE AND THE NORTHERLY LINE OF SAID BLOCK 382 A DISTANCE OF 80.00 FEET; THENCE S00°01'27" W, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE S00°01'27" W, A DISTANCE OF 340.00 FEET; THENCE N18°21'00" W, A DISTANCE OF 340.00 FEET; THENCE S00°01'27" W, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 70,574 SQUARE FEET, MORE OR LESS.

<p>LEGEND</p> <p>(C) = Calculated distance, angle or bearing</p> <p>(D) = Deed call, bearing and/or angle</p> <p>(M) = Measured distance or angle</p> <p>(P) = Plat distance or bearing/angle</p> <p>(R) = Radial line or radius</p>	<p>NOTES</p> <p>1. This survey was made in accordance with the Florida Statutes and the Florida Board of Professional Land Surveyors.</p> <p>2. The survey was made on the day of the month of the year.</p> <p>3. The survey was made by the undersigned.</p>
--	--

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly licensed and sworn land surveyor, and that the survey was made in accordance with the Florida Statutes and the Florida Board of Professional Land Surveyors, do hereby certify that the foregoing is a true and correct copy of the original survey plat, as the same appears on file in the office of the State Surveyor, at Tallahassee, Florida.

BRIGHAM SURVEYING, INC. LB 2812

Signature

DATE OF SURVEY: 10/20/02

Title: BOUNDARY SURVEY

Prepared for: CITY OF VENICE

Certified to: CITY OF VENICE

Sketch No. 9680-B Scale: 1"=100'

Field Book: 652 Page: 46-48

Drawn By: RAY Checked By: D.B.

Brigham Surveying, Inc.

Land Surveyors

712 Shamrock Blvd.

Venice, Florida 34293

ph. (941) 493-4430

EXHIBIT A

LESSOR CONSENT AND AGREEMENT

This Lessor Consent and Agreement (the "Agreement") is made and entered into as of the 13th day of March, 2000. The parties to this Agreement are **THE CITY OF VENICE**, Venice, Florida (the "Lessor"), **HUFFMAN AVIATION, INC.**, a Florida corporation (the "Lessee"), and **M&I BANK NORTHEAST**, a Wisconsin State banking corporation (the "Lender").

WITNESSETH

A. Lessor and Lessee have entered into that certain Lease Agreement dated the 26th day of September, 1995 for certain lands constituting the Venice Municipal Airport in Sarasota County, Florida (the "Lease").

B. Lender is providing loans to Lessee in the original principal sum of **TWO MILLION (\$2,000,000.00) DOLLARS** which loans are evidenced by a Term Note and Revolving Credit Note (as either such note may be amended, substituted, extended, renewed, modified or refinanced from time to time the "Notes") and secured by a Leasehold Mortgage (the "Leasehold Mortgage") dated March 13, 2000, with Lessee's interest in the Lease as security.

C. The parties desire to set out the consent of the Lessor to the Leasehold Mortgage and provide for other terms and provisions.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration passing between the parties it is agreed as follows:

1. In the event Lender or its successor and assigns acquires title to the Lease either through foreclosure of the Leasehold Mortgage or otherwise, Lessor agrees that the Lease shall continue in full force and effect as a direct lease between Lessor and Lender or its successor and assigns for the balance of the term thereof remaining, including any extensions. In such event, Lender agrees to attorn to Lessor as its landlord and Lessor hereby agrees that it will hereby accept such attornment.

2. Lessor agrees that in the event Lessee defaults under any of the terms and provisions of the Lease and Lessor gives notice thereof to Lessee, then Lessor will also give notice thereof, at that time, to Lender. Lender shall have the right, but not the obligation to cure such default.

3. As of the date hereof Lessor has not given any notice of default to Lessee.

4. All notices which may or are required to be sent hereunder shall be in writing, effective upon delivery or refusal to accept delivery, and shall be sent by first class certified U.S. mail, post pre-paid, return receipt requested, or by recognized by overnight delivery service to the addresses appearing below, or such other addresses as shall be hereafter provided in writing:

If to Lessor: City of Venice
 c/o City Clerk
 City Hall
 Venice, FL 34285

If to Lessee: Huffman Aviation, Inc.
 400 Airport Avenue East
 Venice, FL 34285-4007
 Attn: Rudi Dekkers

If to Lender: M&I Bank Northeast
310 West Walnut Street
Green Bay, WI 54303
Attn: David J. Schlitz

5. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and interests, heirs and assigns.

THIS AGREEMENT has been executed by the parties as of the date first stated above.

WITNESSES:

Kellie L. Bickner
WITNESS #1
Kellie L. Bickner
(Print name)
Linda Depew
WITNESS #2
LINDA DEPEW

LESSOR:

THE CITY OF VENICE

By: Dean Calamaras
DEAN CALAMARAS, as MAYOR

LESSEE:
(Corporate Seal)

HUFFMAN AVIATION, INC., a
Florida corporation

By: [Signature]
President, as President

J.W.D. YPREMEUX
WITNESS #1
J.W.D. YPREMEUX
(Print name)
Bob Martin
WITNESS #2
BOB MARTIN
(Print name)

LENDER:

M&I BANK NORTHEAST, a Wisconsin
State banking corporation (n/k/a M&I MARSHALL & ILSLEY BANK)

Deann Malcore
WITNESS #1
Deann Malcore
(Print name)
Patricia Biskner
WITNESS #2
Patricia Biskner

By: David J. Schlitz
Name: David J. Schlitz
Title: Sr. Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11th day of DECEMBER, 2000, by DEAN CALAMARAS, as MAYOR of THE CITY OF VENICE.

Personally Known
Produced Identification _____
Type of Identification Produced _____

Linda Gamble Depew
NOTARY PUBLIC

TYPED OR PRINTED NAME OF NOTARY
MY COMMISSION EXPIRES:



Linda Gamble Depew
Commission # CC 995558
Expires March 3, 2005
Bonded Through
Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21 day of December, 2000, by Rudi Dekkers, as owner of HUFFMAN AVIATION, INC., a Florida corporation.

Personally Known
Produced Identification _____
Type of Identification Produced _____

Susan Cranston
NOTARY PUBLIC



TYPED OR PRINTED NAME OF NOTARY
MY COMMISSION EXPIRES:

STATE OF WISCONSIN
COUNTY OF BROWN

The foregoing instrument was acknowledged before me this 28th day of December, ~~2000~~ ²⁰⁰¹, by David J. Schlitz, as Sr. Vice President of M&I BANK NORTHEAST, a Wisconsin State banking corporation. (n/k/a M&I MARSHALL & ILSLEY BANK)

Personally Known
Produced Identification _____
Type of Identification Produced _____

Lori Campshure
NOTARY PUBLIC

TYPED OR PRINTED NAME OF NOTARY Lori Campshure
MY COMMISSION EXPIRES: 4/21/02

AMENDMENT TO LEASE AGREEMENT

This amendment is made and entered into this 23rd day of May, 2000 by and between the CITY OF VENICE, hereinafter referred to as "LESSOR", and HUFFMAN AVIATION, INC., hereinafter referred to as "LESSEE".

Whereas, the LESSOR and LESSEE are parties to a Lease Agreement dated September 26, 1995, and

Whereas, the parties wish to amend the September 26, 1995 Lease Agreement to add additional acreage and to increase the rent.

Now, therefore, in consideration of the covenants and promises contained herein and in the September 26, 1995 Lease Agreement, the parties agree as follows:

1. The premises described on Exhibit "A" attached hereto shall be added to the description of premises leased by LESSOR to LESSEE and rented by LESSEE from LESSOR pursuant to the September 26, 1995 Lease Agreement. This amendment shall be effective as of July 1, 2000.
2. Commencing on July 1, 2000, the amount of rent to be paid pursuant to the September 26, 1995 Lease Agreement shall be \$8,150.83 per month plus the rent adjustment based on the fluctuations in the Consumer Price Index.
3. All other terms and conditions of the September 26, 1995 Lease Agreement not

specifically amended herein remain in full force and effect.

LESSOR
CITY OF VENICE, FLORIDA

BY: Dean Calamaras
DEAN CALAMARAS, MAYOR

ATTEST:

Lori Stelzer
LORI STELZER, CITY CLERK

LESSEE
HUFFMAN AVIATION, INC.

BY: [Signature]

[Signature]
[Signature]

Approved By City Council

Date: 5-23-2000

DESCRIPTION:

A PARCEL OF LAND LYING AND BEING IN SECTION 19, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, CITY OF VENICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 83.75 FEET SOUTH OF AND 56.88 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 381, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION", PLAT BOOK 20, PAGES 7-A & 7-B, SARASOTA COUNTY, FLORIDA; THENCE ALONG A CURVE TO THE LEFT, HAVING: A RADIUS OF 907.26 FEET, A CENTRAL ANGLE OF 08°20'23", A TANGENT LENGTH OF 66.14 FEET, A CHORD BEARING OF N.82°26'22"E. AND A CHORD LENGTH OF 131.94 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND ALONG A LINE THAT IS 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE EXISTING EDGE OF PAVEMENT OF AIRPORT AVENUE FOR THE NEXT TWO (2) CALLS, AN ARC LENGTH OF 132.06 FEET TO THE END OF SAID CURVE; THENCE N.78°35'52"E., A DISTANCE OF 424.29 FEET TO THE INTERSECTION WITH A LINE THAT IS 1.00 FOOT WESTERLY OF AN EXISTING SIX (6) FOOT CHAIN LINK FENCE; THENCE S.00°15'37"W., ALONG A LINE THAT IS 1.00 FOOT WESTERLY OF, NORTHWESTERLY OF AND NORTHERLY OF SAID FENCE FOR THE NEXT THREE (3) CALLS; A DISTANCE OF 155.29 FEET; THENCE S.45°26'29"W., A DISTANCE OF 162.24 FEET; THENCE N.89°28'45"W., A DISTANCE OF 430.94 FEET; THENCE N.00°10'57"E., A DISTANCE OF 163.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 110,278 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"

252.G

Revision Number: _____	Date: _____	Revision Mode: _____
Revision Number: _____	Date: _____	Revision Mode: _____
Revision Number: _____	Date: _____	Revision Mode: _____
Revision Number: _____	Date: _____	Revision Mode: _____
Revision Number: _____	Date: _____	Revision Mode: _____

LEGEND

- (P.) = Plot Information
- (D.) = Deed Information
- (C.) = Calculated Information
- (M.) = Measured distance or angle

See Upper Left for more Abbreviations


NOTES

Bearings shown are assumed and do not refer to the true meridian.
 Elevations, if shown, are shown as ^{MSL} and refer to the National Geodetic Vertical Datum of 1929.
 Subject to easements and rights of way of record which are not shown hereon.

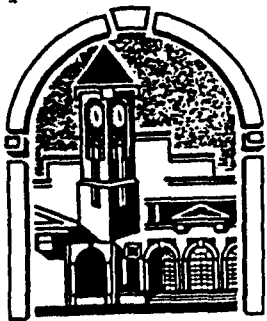
SURVEYOR'S CERTIFICATE

I hereby certify that a survey was made this day of the property as described and shown hereon, and that this survey and sketch are accurate and correct to the best of my knowledge and belief, and that this survey meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.07, Florida Statutes.

BRIGHAM SURVEYING, INC. LB 2812

BY:  DATE: 8/3/99
 Raymond T. Brigham
 Registered Surveyor and Mapper No. 2670
 State of Florida

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.



"City on the Gull"

CITY OF VENICE

252.G

401 W. Venice Avenue Venice, FL 34285

(941) 486-2626 Fax (941) 480-3031
Suncom: 516-4382

September 21, 2000

Huffman #1

Mr. Rudi Dekkers
Huffman Aviation
400 E. Airport Avenue
Venice, Florida 34285

RE: RENTAL INCREASE- ADDITIONAL ACREAGE/RENTAL INCREASE

Dear Mr. Dekkers,

The amendment of May 23, 2000 to the lease agreement dated September 26, 1995 for Huffman Aviation calls for a rent increase commencing July 1, 2000 based on the Consumer Price Index (CPI). The new rental is calculated as follows:

CPI @ 7/00=	504.4	
CPI @ 5/00=	<u>500.7</u>	
Increase	3.7 =	.00738965448
Previous Rent		x <u>\$71,793.96</u> Original Rent (5,982.83 x 12)
Dollar Increase		\$ 530.53
		+ <u>97,809.96</u> Amended Rent (8,150.83 x 12)
New Annual Rent		\$98,340.49
New Monthly Rent		\$ 8,195.04 (6,027.04 + 2,168.00)
7% Sales Tax		<u>573.65</u>
New Monthly Payment		\$ 8,768.69

Since you have already made payment for the months of July, August and September 2000 there is a balance of \$7,101.19 due (\$6,636.63 rent plus \$464.56 sales tax).

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Michael T. McPhail
Finance Director

CONSENT OF LESSOR

THE CITY OF VENICE, as Lessor under the September 26, 1995 Lease Agreement between the Lessor and HUFFMAN AVIATION, INC. as Lessee, hereby consents to the sale and transfer of all of the issued, authorized, and outstanding shares of stock in HUFFMAN AVIATION, INC. from HUFFMAN AVIATION, INC., GREGORY M. HUFFMAN, and JUNE S. HUFFMAN to RUDI H. G. DEKKERS. The stock transaction referred to herein does not change the Lease Agreement which remains in full force and effect.

Dated this 22nd day of June, 1999.

THE CITY OF VENICE, FLORIDA

By: 
DEAN CALAMARAS, Mayor

ATTEST:


LORI STELZER, City Clerk

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM to Lease Agreement, made this 12th day of December, 1995, modifies and amends certain sections of the Lease Agreement (the "Lease") entered into September 26, 1995, by and between the CITY OF VENICE, Venice, Florida, hereinafter called "Lessor", and HUFFMAN AVIATION, INC., a Florida corporation, hereinafter called "Lessee."

W I T N E S S E T H

WHEREAS, Lessor and Lessee entered into the above-referenced Lease Agreement, with regard to that certain property located at the Venice Municipal Airport; and

WHEREAS, Lessee wishes to mortgage its leasehold interest, together with its right, title and interest in all buildings and improvements upon the demised premises; and

WHEREAS, SunTrust Bank, Gulf Coast ("SunTrust") wishes to make a loan to Lessee for such purposes, provided certain sections of the Lease are modified as stated herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, and the mutual covenants contained and the sums of money agreed to be paid in the Lease, the parties agree to modify the Lease as follows:

1. The unnumbered paragraph following paragraph 17.f. shall be amended by making the following changes to the first sentence of said unnumbered paragraph:

Upon the happening of any event of default and said default remaining uncured for a period of ten (10) days after notice thereof by Lessor to Lessee and SunTrust

2. The following language shall be added to the end of the unnumbered paragraph following paragraph 17.f.:

In the event of a bona fide dispute over any default, SunTrust shall have three (3) business days following the entry of a final order or judgment against Lessee within which to satisfy said order or judgment and to cure the underlying default. In the event SunTrust timely satisfies the order or judgment and cures the underlying default, SunTrust shall then assume all of the Lessee's benefits and obligations under the Lease.

3. The following language shall be added to the end of paragraph 24 of the Lease Agreement:

"... and to the Mortgagee at P.O. Box 2138,
Sarasota, Florida 34230-2138, Attn:
Commercial Loan Operations.

4. In all other respects, except as modified herein, the Lease Agreement between the City of Venice and Huffman Aviation, Inc. dated September 26, 1995 shall remain in full force and effect.

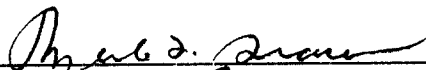
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first written above.

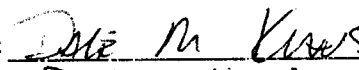
LESSOR:

LESSEE:

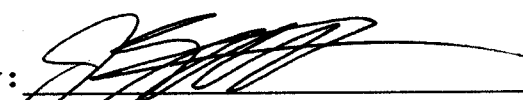
CITY OF VENICE

HUFFMAN AVIATION, INC.,
a Florida corporation

By: 
Merle L. Graser, as
Mayor

By: 
DALE M. KRAUT, as
President
GENERAL MANAGER

SUNTRUST BANK, GULF COAST, a
Florida banking corporation

By: 
JOHN FRANKSTAKIS, as
BUSINESS BANKING OFFICER

S93-5024\add.lse

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 26th day of September, 1995, to supersede and replace the two prior Lease Agreements entered into on May 23, 1978, and October 1, 1982, by and between THE CITY OF VENICE, Venice, Florida, hereinafter called "Lessor," and HUFFMAN AVIATION, INC., a Florida corporation, hereinafter called "Lessee."

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands constituting the Venice Municipal Airport, situated in Sarasota County, Florida, and operates said airport, and

WHEREAS, the Lessor is desirous of letting to the Lessee and the Lessee is desirous of hiring from the Lessor, upon hereinafter contained terms and conditions, certain property situated in Sarasota County, Florida, within said airport, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND HEREINAFTER REFERRED TO AS THE DEMISED PREMISES;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and the sums of money hereinafter agreed to be paid, the parties agree as follows:

1. TERM AND RENTAL. Lessor does hereby lease to Lessee and Lessee does hereby hire from Lessor the demised premises for a term of twenty-five (25) years (hereinafter called the initial term), commencing on the first day of October, 1995, to and ending on the 30th day of September, 2020. The annual rental for said demised premises shall be the sum of Seventy One Thousand Seven Hundred Ninety Four and no/100 Dollars (\$71,794.00), said sum being payable in equal consecutive monthly payments of Five Thousand Nine Hundred Eighty Two and 83/100 Dollars (\$5,982.83) due and payable on the first day of each and every month during the term of this Lease. The rental payments shall remain constant for the initial five (5) year period of the Lease and then will be adjusted based on increases during that five (5) year period of the C.P.I. and will further be adjusted each and every five (5) year period thereafter as more fully defined in paragraph 29 below. This Lease shall be deemed a "Net Lease" and Lessor shall receive all rent free from any charges, assessments, impositions, expenses or deductions of any kind.

2. INGRESS AND EGRESS. Lessor does hereby grant to Lessee a nonexclusive reasonable right of use for purposes of ingress and egress by pedestrian and vehicular traffic and by

aircraft over and across all established roadways, taxi strips and aircraft landing strips, hereinafter referred to as "public areas." 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 and the safety for Lessor's other tenants, customers, and members of the public. The use made of said public areas by Lessee, its employees and customers shall in no way interfere with, prevent, or prohibit the use of said public areas by other tenants or Lessor and their customers and members of the public.

3. USE OF PREMISES. The demised premises shall be used solely by the Lessee in its operations as a Full Service Fixed Base Operator and as such Full Service Fixed Base Operator, Lessee shall be entitled to and shall only perform all functions as defined in Categories A, B, C, D, E, F and H, of the Minimum Standards for Fixed Base Operators, Venice Municipal Airport, a copy of which is attached hereto as Exhibit "B." The failure by Lessee to perform one or more of said functions as described in the above-referenced Categories shall not constitute a default under this Lease, it being the understanding of the parties that the Lessee shall be entitled to perform such of the above functions from time to time as Lessee, in its discretion, deems appropriate. The Lessee shall abide by and conform to all laws, governmental orders and all rules and regulations controlling or in any manner affecting the use of the demised premises or the use of any airport facilities. The Lessee shall also abide by the minimum standards for Fixed Base Operators promulgated by the Lessor relating to the Venice Municipal Airport and does expressly agree to abide by and conform to all reasonable amendments thereto, it being understood that such standards must be amended from time to time to comply with the continuing changes in circumstances of Fixed Base Operators in the industry. The Lessee shall also abide by and conform to the rules and regulations promulgated by the Lessor from time to time which apply to all tenants and other users of the Venice Municipal Airport.

4. OPTION TO RENEW. Provided that Lessee shall have paid the rent and performed all the terms, covenants, and conditions hereof and not be then in default, Lessee is hereby given the option to renew this Lease on the demised premises for one (1) additional consecutive period of five (5) years subsequent to the end of the initial term hereof (said additional period being hereinafter referred to as the "renewal term") provided, however, that Lessee shall exercise the option, if at all, by giving written notice to the Lessor at least one hundred and twenty (120) days prior to the expiration of the initial term. The rental for the renewal term hereof shall be negotiated

subsequent to the exercise of said option by Lessee and prior to the end of the initial term hereof. Said renegotiated rent for the renewal term shall not be less than the highest rent paid during the initial term, as the same may be adjusted from time to time, and shall not be more than double the highest rent paid during the initial term. All of the other terms, covenants and conditions herein contained shall be applicable to said renewal term.

5. IMPROVEMENTS. Lessee shall have the right to make and construct improvements on the demised premises from time to time provided, however, that the Lessor must review and approve in writing any and all such improvements on the property, which consent may not unreasonably be withheld.

6. EXISTING FUEL TANK REMOVAL. The two fuel tanks which currently exist and are currently being utilized by Lessee and registered to Lessee by the State of Florida and which are currently located on City property shall be decommissioned or removed at the direction of Lessee with all associated costs of tank removal or decommission and any environmental cleanup and mitigation related thereto to be borne by Lessee with said removal or decommission to be completed on or before September 30, 1996.

7. MECHANIC'S LIEN AND SURETY BOND. Lessor's interest in the property shall not be liable for or subject to any mechanics, materialmen or laborers lien, whether Lessor has given its written approval for any improvements constructed by the Lessee during the term hereof, and Lessee shall save and hold harmless Lessor and its interest in the demised premises from any such lien or purported lien. Lessee shall secure a surety bond with a good and sufficient surety assuring the payment and performance by Lessee's contractor and subcontractors of all sums due under all contracts for the construction of any improvements contemplated in paragraph 5 above.

8. TITLE TO IMPROVEMENTS. All permanent improvements 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 demised premises, with or without consent of Lessor, shall thereupon become and be deemed to be a part of the demised premises and shall be and remain the property of Lessor at the expiration hereof, whether this Lease shall be and remain the property of Lessor at the

expiration thereof, whether this Lease shall terminate by expiration of its terms or by reason of default in the Lessee's performance of all of the terms and conditions thereof. Title to all personal property, furnishings and trade fixtures shall be and remain in Lessee and may be removed from the demised premises at any time, provided Lessee is not then in default hereunder.

9. MAINTENANCE AND REPAIR OF PREMISES. Lessee shall not permit or suffer any waste of the premises or the improvements thereon and shall keep and maintain all of the permanent improvements on the demised premises in good conditions and repair and keep the same in presentable condition at all times. To this end, Lessee shall establish a program of maintenance of the buildings and grounds on the demised premises within one year from the date Lessee takes possession of the premises, which plan shall be subject to the approval of the Lessor. Failure to establish such a plan and to follow an approved plan may be a default under this Lease.

10. UTILITIES AND DRAINAGE. Lessor agrees to provide city water and sewer facilities to service the demised premises. Lessee agrees to connect to said city water and sewer facilities and to pay the cost of said connections including plant and capacity charges. Lessee shall pay all costs associated with providing utility service to the demised premises including, but not limited to, water, sewer, solid waste, recycling and stormwater.

11. 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 demised 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.

12. THE OPERATION OF THE FACILITY. The Lessee shall operate its business in the demised premises continuously, and without interruption, from the time of the effective date of this Lease until the expiration of the initial term hereof (and the expiration of the renewal term, if said option to renew is exercised). Lessee agrees to operate its fuel service and first echelon flight line service continuously from 8:00 A.M. to 5:00 P.M., seven (7) days a week, and to respond to customer calls within one (1) hour at other times of the day and night. All other functions enumerated in paragraph 3 shall be provided by the Lessee during regular working hours. The

purpose of such covenant is to insure to the Lessor maximum revenue from contracts setting charges for fuel flowage fees and other fees as well as to insure to the public the availability of the services to be rendered by Lessee.

13. OBLIGATION TO OBEY THE LAW. The Lessee at all times shall obey and promptly comply with all present and future laws and ordinances of the Federal Government, the State of Florida, and the City of Venice, respecting the condition of the premises and/or the use made thereof and/or business conducted thereon or in connection therewith, and with all lawful orders, regulations and requirements of all government authorities or agencies which may have jurisdiction. The Lessee shall not use the premises demised hereunder, or permit the same to be used, for any unlawful or immoral purpose, or do in or upon or about said premises, or permit the doing herein or thereon or thereabout, of anything which tends to create a nuisance; and the Lessee further covenants at all times to obey and promptly comply with all lawful rules and regulations which may from time to time be promulgated by the Lessor or the Federal Aviation Agency and its successors.

14. QUIET ENJOYMENT. Lessor covenants that it has lawful title to the demised premises free and clear of all liens, mortgages, bonded indebtedness and encumbrances except as otherwise herein noted and subject to the limitation and restriction in the deeds by which Lessor acquired its title, and it has full authority to make this Lease upon the terms herein set forth. Provided Lessee shall pay all rents as herein agreed and keep and fully perform all of the terms, covenants and conditions hereof, Lessee shall quietly enjoy the demised premises subject to the terms and conditions hereof. In the event of a national emergency during the term hereof so as to affect or destroy the possessory right of Lessor in the demised premises or a major portion of the airport, then Lessor may, at its option, be relieved of the terms hereof. In such event, the rentals herein required shall abate, and Lessee shall vacate the premises and have no further obligation to Lessor.

15. INDEMNIFICATION AND LIABILITY INSURANCE. Lessee shall indemnify and hold harmless the Lessor from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with any act or omission of the Lessee, and concessionaires, subtenants, licensees, and their respective successors and assigns, or anyone claiming by, through, or under them, or resulting from any breach, violation or nonperformance of any covenant, condition, or agreement herein contained on the part of the Lessee to be kept and

performed, resulting in injury to person or persons or property damage or loss of life or property of any kind or nature whatsoever sustained during the term hereof, except to the extent that such bodily injury or property damage or loss results from the sole negligence of Lessor, its agents, employees or subcontractors.

The Lessee shall defend, at its own expense, any and all actions, suits and proceedings, which may be brought against the Lessor or in which the Lessor may be impleaded or joined with others in any such actions or proceedings and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be recovered against the Lessor in any such action or proceeding; further, Lessee shall indemnify Lessor for all attorneys' fees reasonably or necessarily incurred by Lessor in the defense of any such action, suit, or proceeding.

The presence or absence of insurance, a requirement to purchase insurance and limits contained therein shall in no way relieve or limit the Lessee's responsibility under this indemnification agreement.

In addition to the foregoing, Lessee shall maintain general liability insurance as follows:

- a. **General Liability:** Coverage for premises and operations, products and completed operations, collapse, underground and explosion coverage, owner's and contractor's protective, contractual and personal injury coverage, or commercial general liability or comprehensive general liability containing same with limits no less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit.
- b. **Airport Premises Liability** with limits no less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit. (If engaged in fueling, storing, repairing, servicing or handling aircraft.)
- c. **Hangars Keepers Liability** with limits equal to or greater than actual exposure. (If engaged in fueling, storing, repairing, servicing or handling aircraft.)
- d. **Aircraft Liability** with limits no less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit. (If aircraft is used related to permitted or contracted activity with City.)
- e. **Property Insurance on Buildings:** Fire and Common "Special Form" perils with limits no less than agreed value of building and improvements. Windstorm with limits no less

than agreed value of building and improvements. Flood with limits no less than agreed value of building and improvements.

f. Storage Tank Liability with limits no less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit. (If ST's are used related to permitted or contracted activity with City.)

g. City shall be named as an "Additional Insured" on all liability policies except workers' compensation.

h. All of above must be confirmed with an original "Certificate of Insurance" addressed to the City of Venice.

Lessor may require Lessee, at the end of any policy year, to increase such limits, or purchase additional types of insurance coverage to meet changes in Lessee's operations or in order to meet new minimum insurance requirements placed on all Lessees.

Said insurance shall be provided by a solvent insurance company authorized to do business in the State of Florida and approved by Lessor.

16. WAIVER OF DEFAULT. No waiver of any breach of any of the terms, covenants, conditions or stipulations hereof shall be taken or construed to be a waiver of any other or succeeding breach of the same or any other term, covenant, condition or stipulation hereof.

17. DEFAULT. The happening of any one or more of the following events (hereinafter referred to as event of default) shall constitute a breach of this Lease on the part of the Lessee:

a. The filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt or the adjudication of Lessee as a bankrupt;

b. The failure of Lessee to regularly, diligently, and efficiently operate the facility and its related activities for which the demised premises are leased;

c. The failure of Lessee to pay any rent due under this Lease Agreement and the continued failure to pay same for a period of ten (10) days after the maturity thereof;

d. Breach, after having written notice of such breach, of any of the rules, regulations, laws or ordinances regulating Lessee's performance of its duties and responsibilities hereunder;

e. 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 thereof;

f. 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.

Upon the happening of any event of default and said default remaining uncured for a period of ten (10) days after notice thereof by Lessor to Lessee (except in the case of a default which cannot be reasonably be cured within said ten-day period, in which event the Lessee shall not be in default provided Lessee, within said ten-day period, commences curative activity and diligently proceeds with said curative activity through completion, even though completion may take more than ten days), then Lessor may, at its option, pursue any one or more of the following: (1) Terminate the term of this Lease and the same end as if terminated by lapse of time and Lessor may re-enter and take possession of the demised premises, and all equipment therein, or (2) terminate Lessee's right to possession and occupancy of the demised premises without terminating the term of this Lease and in that event, the same shall be effective as of the date of written notice of Lessor's election given to Lessee at any time after the date of such event or default, or (3) take any other action permitted by law. Upon any termination of the said terms, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession or occupance of said premises without terminating said terms, Lessee shall promptly surrender possession and vacate said premises and Lessee hereby grants to Lessor full and free license to enter into and upon the said premises and the improvements situated thereon in such event without process of law and to expel and remove Lessee and any others who may be occupying said premises and to remove therefrom any and all property using, for such purpose, such force as may be necessary and Lessor shall not be guilty of or liable for trespass, eviction or forcible entry or detainer and said re-entry shall be without relinquishing Lessor's right to rent or any other right given to Lessor hereunder or by operation of law. Except as herein otherwise expressly set forth, Lessee hereby waives service of any demand of the payment of any rent or notice to terminate the tenancy or demand for possession of the premises, or to re-enter the premises, including any and every form of demand and notice prescribed by any statute or other law.

18. ATTORNEY FEES AND COSTS. The prevailing party in any action to enforce any term or condition of this Lease Agreement shall be entitled to an award of a reasonable attorney's fee and all costs incurred through both trial and appeal.

19. TAXES. In the event the demised premises or any of the improvements situated thereon become liable for the payment of taxes, Lessee shall pay all such taxes before they become delinquent.

20. IDENTITY OF INTEREST. The execution of this Lease or the performance of any of the terms, covenants and conditions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent, or of a partnership or of a joint venture and the relationship between the parties hereto shall be and always remain that of Lessor and Lessee.

21. ASSIGNMENT OF LEASE. This Lease may not be assigned in whole or in part without the prior written consent of Lessor and no portion of the demised premises may be sublet without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. The controlling interest of the stock of Lessee may not be transferred to circumvent the provisions of this paragraph.

22. BANKRUPTCY OR INSOLVENCY OF LESSEE. In the event the Lessee, at any time during the term of this Lease, should suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against him or make any assignment for the benefit of his creditors, or should a receiver or trustee be appointed for the Lessee's property and such appointment or petition is not vacated within sixty (60) days thereafter, same shall constitute a default hereunder and in addition to all other rights of Lessor in the event of default, Lessor shall have the right, at its option, and without notice, to consider the same a termination of this Lease.

23. ACCESS TO PREMISES BY LESSOR. The Lessor, or its agents, shall be afforded free access to all parts of the demised premises and improvements thereon, at reasonable times and from time to time, for the purpose of satisfying itself that all terms and covenants of this Lease are being complied with by Lessee.

24. NOTICES. Any notice given in connection with this Lease shall be addressed to Lessor, c/o City Clerk, City Hall, Venice, Florida 34285, and to Lessee at the demised premises or such other address as either party may direct in writing.

25. NONDISCRIMINATION. The Lessee hereby covenants and agrees that no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or to otherwise subjected to discrimination in the use of said facilities.

26. MORTGAGE RIGHTS OF LESSEE. The Lessee shall have the right to mortgage the leasehold interest, together with Lessee's right and interest in any buildings or improvements hereinafter placed upon the demised premises by the Lessee, for the purpose of securing a loan from an institutional lender owing by Lessee, provided that such mortgage will be subject to and inferior to the prior right, title, and interest of the Lessor in the demised premises, and provided also that Lessee or its mortgagees shall give written notice to Lessor of the existence of any such mortgage. In the event it shall become necessary for such mortgagee to foreclose such mortgage, the successful bidder at the foreclosure sale shall thereupon become liable for the full performance and payments provided for and required under the covenants, terms and conditions of this Lease.

27. NO VALUE. The execution of this Lease by Lessor shall not be a bar to the acquisition of the leasehold interest by the Lessor, and there shall be no value ascribed to the unexpired term or any renewal of this Lease itself.

28. RENT ADJUSTMENT. Lessor and Lessee hereby covenant and agree that the rental payments provided for in paragraph 1, above, shall be subject to adjustment at the end of every five (5) years during the Lease period based on fluctuations in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) issued by the Bureau of Labor Statistics of the United States Department of Labor, effective November 1, 1978, said Index having a value of 100 for the year 1967, hereinafter referred to as the "Index."

The first adjustment shall be made on the date which is five (5) years from the commencement of the Lease term (rental adjustment date) and shall be effective for the ensuing five (5) years. Additional adjustment dates shall be made following the tenth, fifteenth, and twentieth years from the commencement of the Lease term and each shall be effective for the ensuing five (5) years.

Each rental adjustment shall be the result obtained by multiplying the then existing annual rental amount by a fraction, the numerator of which shall be the Index for the month preceding the month in which the adjustment is made and the denominator of which shall be the Index figure

for the month five (5) years preceding the month from which the Index used in the numerator was chosen.

It is the intent of the parties that rent shall be increased by the same percentage amount as the percentage increase in the Index during the five (5) years preceding the adjustment. In no event shall the rent decrease based upon fluctuations in the Index.

Should the Bureau of Labor Statistics change the manner of computing such 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 such Index be discontinued by the Bureau of Labor Statistics, then such Index as may be published by the United States Government most nearly approximating such discontinued Index shall be used in making the adjustments herein provided for. If the United States Government discontinues the publication of any such Index, then the parties shall agree upon the rental adjustments for the ensuing five-year term.

29. FUEL FLOWAGE FEES. The Lessee shall be required to dispense fuel on the Airport as an element of this Lease. The Lessee will provide aviation petroleum products, ramp services and storage as outlined in Paragraph 3.

The fuel flowage fees to be paid to the Lessor shall be a minimum of five cents (\$0.05) per gallon. The fuel flowage fees are required to be paid by the Lessee to the Lessor within ten (10) days of fuel delivery. The Lessee agrees a late charge of five percent (5%) of the previous bill will be assessed if payment has not been rendered to Lessor within the required time frame. The Lessee agrees to provide the Airport Administration with a copy of the fuel delivery receipt from petroleum vendor indicating amount of produce received.

The fuel flowage fees required to be paid by the Lessee to the Lessor herein shall be reviewed on each five-year anniversary of this Lease and shall be increased by an amount equal to twenty-five percent (25%) of any increase in the gross profit received by Lessee from the sale of aircraft fuel and jet fuel over the level of profit in existence on June 1, 1978. Such increase shall become the fuel flowage fee for the ensuing five-year term, etc., to the end of the term of this Lease. Should the sale of fuel become less profitable thereafter, the fuel flowage fee shall be reduced in an amount equal to twenty-five percent (25%) of such reduction in profitability. Nevertheless, however, fuel flowage fees to be paid under this Lease shall never be less than five cents (\$0.05) per gallon.

Gross profit is defined as the difference between the delivered cost per gallon and the retail price before discounts.

30. ENVIRONMENTAL. The Lessee shall comply with all applicable air and water pollution controls and prevention laws and regulations and State and Federal air and water pollution control agencies' recommendations in its use and maintenance of the demised premises.

31. PROTECTION.

a. That the Lessor reserves unto itself, its successor, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noise as may be inherent in the operations 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 airport.

b. 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 hereinafter described real property to such a height so as to comply with Federal Aviation Regulation, Part 77.

c. That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

32. PROPERTY RIGHTS RESERVED. This Lease and all provisions are subject to the terms and conditions of the documents under which the City of Venice acquired the surplus property 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 of the deed restrictions, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the City of Venice pertaining to the Venice Municipal Airport.

33. EXCLUSIVE RIGHTS RESERVED. Notwithstanding anything herein contained that may be, or appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another operator or other operators on other parts of the airport.

34. TRANSIENT AIRCRAFT PARKING. The Lessor leases space at the Venice Municipal Airport to the general public for the purposes of parking aircraft. The Lessor has

established lease forms, terms and conditions for the rental of such space. The Lessee has personnel available at the Venice Municipal Airport to execute, administer and collect the rent for such aircraft parking. Therefore, in consideration of the premises and mutual covenants contained herein and the sums of money hereinafter agreed to be paid, the conditions are as follows:

a. The Lessee shall, on behalf of the Lessor, execute, administer and collect the rent for all aircraft ramp leases in the following described area, specifically rows "C" and "D" south of the demised lease and the "T" section with the City's advance approval can also be utilized which is west of rows "C" and "D".

b. All of the parking fees shall be executed and administered by the Lessee on appropriate forms provided by the Lessor and in accordance with the terms and conditions lawfully established by the Lessor.

c. The Lessee shall provide the necessary tie ropes and/or chains for securing aircraft at the aircraft ramp lease locations.

d. The Lessee shall retain one-half of all rent due as its fee for services herein provided. The remaining one-half of any rent due to the Lessor shall be paid to the Lessor by the fifth (5th) day of each month, or a five percent (5%) late charge of the previous month's fee shall be accessed by the Lessor.

e. The Lessee shall maintain the original leases and shall maintain a complete record concerning all rents due. The Lessor shall have the right to inspect all such records.

f. The Lessee shall indemnify the Lessor for any claims or liability resulting from the Lessee's performance of or failure to perform accordingly.

g. This paragraph is binding on both the Lessor and the Lessee but can be terminated by either party of the agreement with thirty (30) days written notice.

35. LATE CHARGE. Should the Lessee fail to make the monthly payments by the tenth day of the month, the Lessor may assess a late charge of five percent (5%) of the monthly rent. Lessor specifically does not waive his right to declare this Lease in default by the acceptance of any prior late payment with late charge should the Lessee subsequently be in default under this Lease.

36. PARAGRAPH TITLES. The paragraph titles used in this Lease are merely for convenience and are not to be used in interpretation of the particular provisions of this Lease.

37. MISCELLANEOUS AND DEFINITIONS. All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. This Lease and instruments or documents relating to same shall be construed under Florida law.

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

"LESSOR"

THE CITY OF VENICE

L. Vera Wisner

By: Amelia J. Snow

Hori Stelzer

"LESSEE"

HUFFMAN AVIATION, INC.

A. W. Youngberg

By: DALE M. KRAUS

Dale M. Kraus, General Manager

Burley C. Talcott

MINIMUM STANDARDS FOR FIXED BASE OPERATORS
VENICE MUNICIPAL AIRPORT
VENICE, FLORIDA

1. A fixed base operator is defined as any person, firm or corporation performing any of the functions or furnishing any of the services as hereafter set out for fixed base operators at the Venice Airport. No person, firm or corporation shall engage in any commercial activity as a fixed base operator as herein defined unless the same is done in full compliance with the standards, rules and regulations herein.

2. All fixed base operations at the Venice Airport shall be conducted for the benefit of the public so as to, in the safest possible manner, promote aviation and aeronautical activities.

3. All fixed base operators shall protect the general public, the customers or clients of such fixed base operators and the City of Venice Florida from any and all lawful damages, claims, or liability, and they shall carry comprehensive general liability insurance in a company authorized to do business in the State of Florida, protecting against personal injury and property damage, on a per occurrence basis, in a minimum amount of \$300,000/1,000,000 Public Liability and \$1,000,000 property damage. The City of Venice shall be an additional named insured in any such policy and a certificate of insurance evidencing the same and the required coverage shall be delivered to the City Council prior to or at the time of any lease of property. The certificate of insurance shall also provide that City Council will be notified by the insurance company, in writing sixty (60) days in advance of any cancellation of such insurance.

4. All fixed base operators, with the exception of Category "F" shall render full time service at the Venice Airport during normal business hours of 8:00 a.m. to 5:00 p.m. daily through regularly employed personnel on duty at all times during such normal business hours. Service outside normal business hours may be prearranged by appointment or on a special overtime fee arrangement basis between the fixed base operator and customer.

5. All fixed base operators shall satisfy the City that they are technically and financially able to perform the services of such fixed base operations before any lease of property for such an operation shall be executed. In the event of insolvency, voluntary or involuntary bankruptcy, or an arrangement for creditors of any fixed base operator, any lease entered into between the City and such operator shall be null and void immediately upon the occurrence of such insolvency, bankruptcy or arrangement.

6. All fixed base operators shall conform with and abide by all rules and regulations of the Federal Aviation Administration and the City of Venice. In this regard, fixed base operators shall require the aircraft which they own and operate, or make available for hire, be operated by personnel who hold appropriate and current Federal Aviation Administration Pilot and Medical Certificates.

7. All fixed base operators shall permit individual aircraft owner to effect their own minor maintenance and repairs which do not require FAA licensed personnel, if such owner desires.

8. No construction of any kind shall be done at the Venice Airport without the prior approval of the City and, if necessary in the opinion of the City, the Federal Aviation Administration, or its successor governmental agency, and no such approval shall be granted unless such construction and design is consistent with the architecture and the master plan Section 7-1b for the development of Venice Airport. All fixed base operators shall be responsible for maintaining leased premise including all improvements thereon, whether constructed by them or lease from the City, in a manner consistent with maintenance of contiguous properties and to the satisfaction of the City. The City reserves the right, and all fixed base operators consent, to inspect the premises during regular business hours to insure proper maintenance being perform If such is found not to be the case, the City may have the required work performed and payment therefor by the fixed base operator shall be and is a covenant in his lease with the City.

9. Fixed base operators shall abide by and strictly comply with the standards and permitted areas of operation pertaining to the particular category of such fixed base operators, as defined in Categories "A" through "H" hereinafter set forth.

10. Hangars constructed for the rental of space for aircraft storage or for aircraft and engine repair, shall not be less than 6400 square feet in floor area. A fixed base operator in any category may, if sufficient land and area is leased from the City, construct such a hangar or hangar in a location satisfactory to the City and engage in the business of rental of space for aircraft storage. The quality and design of all hangars to be constructed is subject to approval by the City.

11. Any person, firm or corporation capable of meeting the minimum standards set forth herein for any of the stated categories is eligible to become a fixed base operator at the Venice Airport, subject to the execution of a written lease containing such terms and conditions as may be determined by the City and after such competitive selection as the city may require. A fixed base operator shall not engage in any business or activity on the Venice Airport other than that specifically authorized under his particular category or categories. Any fixed base operator desiring to extend his operation into additional categories or to discontinue operations in a category, shall first apply in writing to the City for permission to do so, setting forth in detail the reasons and conditions for the request. The City shall then grant or deny the request on such terms and conditions as the City deems to be prudent and proper under the circumstances. Each fixed base operator shall provide improvements, personnel and equipment, and other requirements as herein stated. He may lease improvements from the City if the City and the fixed base operator so agree, and on terms as provided in the written lease. He must lease the required land from the City in location designated by the City.

12. A fixed base operator shall not assign his lease nor sublet any portion of the property without first securing written approval of the City.

13. Ramp space other than ramp space specifically leased to fixed base operators shall be for use by the general public only. No fixed base operator shall be permitted to use any portion of a public ramp for his use exclusively or to use any of such ramp space as tiedown area other than that designated specifically by his lessee.

14. On-site security patrolling and inspection of leased or owned properties of fixed base operators at the Venice Airport will be provided by the subject fixed base operators. In cases of fire or disorder beyond the capabilities of on-site fixed base operator self-provided personnel, the City when notified, will provide assistance from the City Police and City Fire Departments.

15. All non-airworthy aircraft shall be removed from the Venice Airport on thirty (30) days written notice from the City at the fixed base operator's expense, and/or stored within his buildings.

16. All fixed base operators shall construct on a location directed by the City or lease from the City surfaced automobile parking areas of such size to permit all parking requirements to be accommodated off street and on land leased by the operator, as outlined in Section 7-1b of the Master Plan.

17. All fixed base operators shall furnish the City a copy of the fixed base operator's rates for storage in hangars, for based and transient aircraft; and further, shall submit to the control of the City in regard to speed and area of movement, the activities of ground vehicles on fixed base operator's leased premises.

18. All fixed base operators shall conform to all applicable safety, health, sanitary and building codes. Evidence of compliance with the requirements of these standards shall be furnished to the City at the request thereof.

19. The City will provide the following normal services to fixed base operators at the Venice Airport:

(a) Maintenance of the runways, taxiways, open areas, and ramp areas which are open for use of the general aviation public.

(b) Maintenance and operation of the runway lights, rotating light beacon, and lighted wind tee to permit night flying operations seven days each week between the hours of sunset and sunrise.

(c) Maintenance of non-FAA air navigational aids.

20. In the event of any conflict between the terms of these minimum standards and the provisions of any lease of a portion of the Venice Airport property, the terms of the lease shall be controlling.

FIXED BASE OPERATOR CATEGORIES

252.6

CATEGORY "A" - FLIGHT INSTRUCTION AND AIRCRAFT RENTAL

A fixed base operator in this category is authorized to carry on flight and ground instruction and to rent aircraft. He must:

A.1 Have available on a full time employment basis a minimum of one pilot, appropriately rated, with appropriate and current Federal Aviation Administration Pilot and Federal Aviation Administration approved medical certificates and possess all required Federal Aviation Administration approvals of curriculum.

A.2 Provide and at all times maintain a minimum of two (2) aircraft owned or leased by and under the exclusive control of this fixed base operator which are properly equipped and Federal Aviation Administration certified for flight instruction and rental.

A.3 Lease from the City a minimum of two (2) acres of land in the areas designated, on which will be located all required improvements.

A.4 Construct in a location directed by the City or lease from the City for his exclusive use, a minimum of 2,000 square feet of classroom and/or office space, to include restrooms, unless same are provided under other categories in a multi-category proposal. Plans for such structures must be approved by the City.

A.5 Be responsible for a determine that personnel operating rental equipment obtained from the subject fixed base operator have appropriate and current Federal Aviation Administration Pilot ratings and approved medical certificates.

CATEGORY "B" - AIRCRAFT CHARTER AND NON-SCHEDULED AIR TAXI.

A fixed base operator in this category is authorized to operate a non-scheduled charter service and a non-scheduled air taxi service. He must have a valid air taxi certificate. In addition he must:

B.1 Have available on a full-time employment basis a minimum of one or two Federal Aviation Administration certificated pilots with current commercial and instrument ratings and appropriate and current Federal Aviation Administration approved medical certificates as crew for his aircraft. The number depends on the type of aircraft used.

B.2 Provide and at all times maintain a currently certified and continuously airworthy aircraft owned or leased by and under the exclusive control of this fixed base operator, properly certificated for air chart or air taxi service.

B.3 Lease from the City a minimum of two (2) acres of land on which will be located all required improvements, in the areas designated

B.4 Construct a building in a location directed by the City or lease from the City for his exclusive use, a minimum of 2,000 square feet in a building for passenger shelter, restrooms, telephone, unless restrooms and telephone are provided under other categories in a multi-category proposal. Plans for such structure must be approved by the

B.5 Provide satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing and ground transportation.

CATEGORY "C" - AIRCRAFT SALES

A fixed base operator in this category is authorized to conduct an aircraft sales operation. He must:

C.1 Have a sales or distributorship franchise from an aircraft manufacturer or a substitute arrangement satisfactory to the City.

C.2 Have available during normal working hours of 8:00 a.m. to 5:00 p.m. Federal Aviation Administration certificated and currently airworthy aircraft for sale.

C.3 Have a minimum of one (1) fully qualified demonstrator pilot employed with current and appropriate Federal Aviation Administration pilot rating and Federal Aviation Administration approved medical certificate.

C.4 Lease in a location to be designated, from the City, a minimum of one and one quarter (1½) acres of land on which will be located all required improvements.

C.5 Construct where directed by the City, or lease from the City, for his exclusive use, a minimum of 2,000 square feet of office space to include toilets. The design of this building is subject to the approval of the City.

C.6 Have satisfactory arrangements at the Airport for repair and servicing of sales aircraft during the sales guarantee.

C.7 Maintain as a minimum, stocks of spare parts particular to the type of aircraft for which the sales privileges are granted.

CATEGORY "D" - AIRCRAFT, ENGINE, PROPELLER AND ACCESSORY MAINTENANCE.

A fixed base operator in this category is authorized to operate an aircraft, engine, propeller and accessory maintenance and overhaul facility. He must:

D.1 Furnish facilities and equipment for airframe and power plant repairs with at least one duly Federal Aviation Administration certified A & P mechanic and such other personnel as may be necessary. Such airframes and power plant repair shall include facilities for both major and minor repair of aircraft and engines used in aviation in this area.

D.2 Demonstrate the ability to and assume responsibility for promptly removing from the public landing area as soon as permitted by cognizant Federal Aviation Administration and Civil Aeronautics Board Authorities, any disabled aircraft.

D.3 Lease from the City a minimum of three (3) acres of land on which will be located all required improvements.

EXHIBIT B (P.6 of 7)

D.4 Construct in a location directed by the City or lease from the City for his exclusive use a minimum of 10,000 square feet of hangar space, and a minimum of 3,000 square feet of shop and storage space.

CATEGORY "E" RADIO AND INSTRUMENT REPAIR

A fixed base operator in this category is authorized to operate a radio and instrument repair station. He must:

E.1 Construct in a location directed by the City of lease for his exclusive use a minimum of 1000 square feet of shop and storage space.

E.2 Have available on a normal full time basis Federal Aviation Administration certificated technicians in the field of aircraft electronics and/or aircraft instruments with proper Federal Communication Commission license to conduct complete aircraft transmitter, receiver and antenna repair, as well as certified instrument repair technicians.

E.3 Provide satisfactory arrangements for access to and storage of aircraft being worked on.

E.4 Lease from the City a minimum of one (1) acre of land on which shall be located all required improvements if constructed by lessee.

CATEGORY "F" - SALE OF AVIATION PETROLEUM PRODUCTS, RAMP SERVICE AND STORAGE.

A fixed base operator in this category is authorized to dispense aviation fuel, oil, and provide permanent and temporary storage for aircraft. He must:

F.1 Lease from the City or provide with the approval of the City, concrete pavement or asphalt surfaced areas with access or accesses to taxiways. The type of pavement shall be determined by the City, but the City will not be unreasonable in its determination. The area of the transient or service ramp shall be determined by the City and the City will not be unreasonable in its determination of size.

F.2 Provide and maintain a minimum of 5,000 gallon tank storage capacity, in a location satisfactory to the City, for each grade of aviation fuel usually required for aircraft using the airport. In this regard 100 octane aviation gasoline shall be available at all times and storage and sale of 80 octane is encouraged. Aviation fuel storage areas shall be located as directed by the City.

F.3 Maintain pumping equipment meeting all applicable safety requirements with reliable metering devices subject to independent inspection and with a pumping efficiency capable of servicing all aircraft normally using the airport.

F.4 Have personnel on duty at all times during normal business hours of 8:00 a.m. to 5:00 p.m. seven days a week and at such other times as are necessary to satisfy reasonable demands for aircraft service.

F.5 Lease from the City a minimum of two (2) acres of land in the areas designated. There shall be located thereon improvements for aircraft parking.

F.6 Construct in a location directed by the City, or lease from the City, a building with a minimum of 1000 square feet, comfortably heated and air conditioned with waiting rooms for passengers and crew of aircraft, including sanitary restrooms and public telephone. Plans for structure must be approved by the City.

F.7 Install at all fixed fueling locations adequate grounding rods to reduce the hazards of static electricity.

F.8 A fixed base operator shall demonstrate a capability to perform minor aircraft and engine repairs of the type generally known as flight line repairs.

CATEGORY "G" - PAINTING

G.1 Lease from the City of Venice, or provide under terms agreeable to the City of Venice, for his exclusive use a minimum of 2,000 square feet of paint shop and office space. Facilities shall meet all applicable codes and ordinances as to construction of painting facilities.

G.2 Lease from the City of Venice a minimum of two (2) acres of land on which will be located all required improvements.

G.3 Provide the necessary equipment and competent personnel to spray paint and letter aircraft in a neat and workmanlike manner.

G.4 Provide equipment for dealing with out-of-ordinary fire hazard of a paint shop, which meets the approval of the City Fire Chief.

CATEGORY "H" - OTHER COMMERCIAL ACTIVITIES

All commercial activities not covered by the foregoing, shall be subject to the approval of the City. Prior to beginning such activities, a letter of application, explaining in detail the nature of the operation shall be submitted to the City which shall determine its requirements for such activities and notify the applicant thereof. Applications for commercial activities will be judged on their adherence to the Master Plan. The City may designate the location and size of areas in which such activities may be carried on and the City may enter into a lease or agreement with such applicant authorizing and permitting him to function on the Venice Airport. No such activity shall be started or carried on without written permission from the City.

Land lease requirements for any fixed base operator authorized to conduct business in more than one category, the land lease will be the subject of negotiations with the City, however, under no circumstances will this requirement be less than two (2) acres.