

## ASSIGNMENT OF LEASE

This assignment is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Tristate Aviation Group of Florida, LLC, a Florida limited liability company** (hereinafter referred to as "**Assignor**") and **Skyport Holdings Venice, LLC, a Florida limited liability company** (hereinafter referred to as "**Assignee**").

WHEREAS, the Assignor is the lessee under a Restated Lease Agreement between the **CITY OF VENICE** (the "Lessor") and the Assignor dated October 27, 2015, as amended by that certain Amendment to Restated Lease Agreement dated May 22, 2018 (collectively, the "Lease"), for the following described premises (the "Demised Premises") in Venice, Florida:

**SEE EXHIBIT "A" ATTACHED HERETO** (said lands as described on Exhibit "A" being the same lands described on Exhibit "A" of the aforementioned October 27, 2015 Restated Lease Agreement).

WHEREAS, the Assignor wishes to assign all of its right, title and interest in and to the Lease to the Assignee; and

WHEREAS, the Assignor wishes to receive such an assignment and to assume all of the duties of the lessee under the Lease.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All of the above recitals are true and correct.
2. Assignor assigns all of its right, title and interest in and to the Lease to the Assignee subject to approval and consent by the Lessor, which shall be evidenced by Lessor's signature hereinbelow.
3. Assignee shall utilize the Demised Premises only for the uses authorized by the Lease and shall faithfully perform all of the lessee's duties and obligations under said Lease.
4. Assignee does hereby covenant and agree to assume all right, title, interest, duties and obligations of Assignor under the Lease from and after the effective date of this assignment, and in consideration of such agreement Assignor is hereby fully relieved and released by Assignee and the Lessor from any further obligations or liabilities under the Lease, which assumption by Assignee and release by Assignee and Lessor shall be evidenced by the full execution of this Assignment by Assignor, Assignee and Lessor.

WITNESSES:

\_\_\_\_\_  
Witness print name: \_\_\_\_\_

\_\_\_\_\_  
Witness print name: \_\_\_\_\_

\_\_\_\_\_  
Witness print name: \_\_\_\_\_

\_\_\_\_\_  
Witness print name: \_\_\_\_\_

**ASSIGNOR:**

Tristate Aviation Group of Florida, LLC  
a Florida limited liability company

By: \_\_\_\_\_  
Frank J. Dupuis, Manager

**ASSIGNEE:**

Skyport Holdings Venice, LLC  
a Florida limited liability company

By: \_\_\_\_\_  
Rahesh Tala, Manager

**CONSENT TO ASSIGNMENT OF LEASE**

The CITY OF VENICE, as the lessor under the Restated Lease Agreement dated October 27, 2015, as amended by that certain Amendment to Restated Lease Agreement dated May 22, 2018, hereby consents to the above assignment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF VENICE, FLORIDA**

\_\_\_\_\_  
**NICK PACHOTA, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KELLY MICHAELS, City Clerk**