

### **THIRD AMENDMENT TO LEASE**

This Third Amendment to Lease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the CITY OF VENICE, a municipal corporation under the laws of the State of Florida, hereinafter called "lessor" and AGAPE FLIGHTS, INC., a Florida corporation, hereinafter called "lessee."

WHEREAS, the lessor and lessee are parties to a Lease dated February 9, 1999, pursuant to an Assignment of Lease dated October 25, 2005, between Commack Realty, Inc., and lessee; and

WHEREAS, on December 15, 2005, lessor and lessee agreed to a First Amendment to Lease Agreement, under which Paragraphs 1, 14, 40, and 42 of the lease were amended to make certain requirements to be performed by the lessee optional due to the unique nature of lessee's use of the leased premises in rendering Christian missionary services to the poor and under-privileged in the Caribbean Islands; and

WHEREAS, on August 25, 2015, lessor and lessee agreed to a Second Amendment to Lease, under which Paragraphs 1, 3, 11, 12, 14, 23, 40, and 42, and Exhibit "A" of the lease were amended to revise certain provisions relating to rent, commercial privileges, insurance, and the land subject to the lease; and

WHEREAS, the lessor and lessee have agreed to extend the term of the lease in exchange for the lessee making certain improvements to the leased premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Lease dated February 9, 1999, and the First and Second Amendments thereto, the parties agree as follows:

1. Paragraph 2 of the lease "TERM" is amended to the following:

The initial term of this lease shall be for twenty-five (25) years, commencing on March 1, 1999, and ending on February 29, 2024. Lessor and lessee hereby mutually agree to extend the term of this lease for an additional fifteen (15) years, with said extension term of the lease running from March 1, 2024, and ending on February 28, 2039. Provided that the lessee shall have paid the rent and any other payments required hereunder and performed all of the terms, covenants, and conditions hereof and not be then in default, lessee is hereby given the option to renew this lease for one (1) additional period of five (5) years, commencing on March 1, 2039, and ending on February 29, 2044. Lessee shall exercise this option by giving written notice to the lessor at least one (1) year prior to the expiration of the extension term (no later than February 28, 2038). As used in this lease, the expression "term of this lease" refers to such initial term, the extension term, and any renewal term of this lease as provided herein.

2. Within two (2) years of the date of this Third Amendment to Lease, lessee shall, at no cost to lessor, and in accordance with the terms and conditions of the lease, as amended, including, but not limited to Paragraph 15 "REPAIRS AND DESTRUCTION OF IMPROVEMENTS" and Paragraph 52 "CONSTRUCTION OF IMPROVEMENTS," replace the entire roof on the building located on the leased premises.

3. Prior to the expiration of the initial lease term (no later than February 29, 2024), lessee shall, at no cost to lessor, and in accordance with the terms and conditions of the lease, as amended, including, but not limited to Paragraph 15 "REPAIRS AND

DESTRUCTION OF IMPROVEMENTS” and Paragraph 52 “CONSTRUCTION OF IMPROVEMENTS,” repair and/or replace the entire aircraft parking apron located on the leased premises.

4. All other terms and conditions of the lease dated February 9, 1999, as amended by the First and Second Amendments to this lease, not specifically amended herein, remain in full force and effect.

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

ATTEST:

AGAPE FLIGHTS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_  
Allen T. Speer, CEO

ATTEST:

CITY OF VENICE

By: \_\_\_\_\_  
Lori Stelzer, City Clerk

By: \_\_\_\_\_  
John Holic, Mayor

Approved as to Form and Correctness:

\_\_\_\_\_  
Kelly M. Fernandez, City Attorney