

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease is made and entered into this 25th day of August, 2015 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, the term of the lease does not expire until February 29, 2024; and

WHEREAS, the lessor and lessee have identified various provisions in the lease, including, but not limited to those relating to rent, commercial privileges, and the land subject to the lease, that the parties believe will be mutually beneficial to amend as set forth herein throughout the remaining term of the lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the lease dated February 9, 1999, the parties agree as follows:

1. The legal description attached hereto as Exhibit "A" describes the premises subject to the lease as of the effective date of this Amendment and shall hereafter replace

Exhibit "A" to the lease and any and all references to Exhibit "A" contained in the lease or this Second Amendment to Lease.

2. Paragraph 1 of the lease "DESCRIPTION OF PREMISES" is amended to the following:

Lessor leases to lessee and lessee rents from lessor the following described premises located in Venice, Florida:

Exhibit "A" attached hereto.

As used in this lease, the term "premises" refers to the real property described above and to any improvement located on the property from time to time during the term of this lease.

3. Paragraph 3 of the lease "RENT" is amended to the following:

The monthly rent as of September 1, 2015, under this lease shall be one thousand nine hundred twenty dollars and eleven cents (\$1,920.11), payable in advance, on the first day of each month. The rent shall be paid to lessor without notice or demand and without abatement, deduction, or setoff. A late charge equal to five percent (5%) of the rent payment shall be assessed for each rent payment paid ten (10) or more days after its due date.

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

The monthly rent for each subsequent year of the term of this lease shall

be adjusted annually based on fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. Said adjustment shall be made on March 1st and shall be effective for the ensuing year. Each rental adjustment shall be the result obtained by multiplying the then existing monthly rent by a fraction, the numerator of which shall be the Index for the month of December of the preceding year in which the adjustment is made and the denominator of which shall be the Index for the month one year preceding the month from which the Index used in the numerator was chosen.

It is the parties' intent that the monthly rent shall be increased by the same percent amount as the percent increase in the Index during the year preceding the adjustment. In no event shall the monthly rent ever be decreased.

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

4. Paragraph 11 of the lease "SUBLETTING AND ASSIGNMENT" is amended to the following:

Lessee shall not assign this lease, or any interest in this lease, or sublet the premises, or any part of the premises, or any right or privilege appurtenant to it, or allow any person other than lessee and lessee's agents and employees to occupy or use the premises or any part of them, without first obtaining lessor's written consent, which consent shall not be unreasonably withheld. Lessee shall provide at least forty-five (45) days written notice for a request of written consent from lessor prior to the date intended for the assignment or sublet of the premises. Lessee shall not assign this lease, or any interest in this lease, without first making payment of a five hundred dollar (\$500.00) administrative fee to Lessor.

Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this lease at the lessor's option. Lessee's interest in this lease is not assignable by operation of law without lessor's written consent.

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

Upon any assignment, sublease, license, or grant of a concession with respect to the lease, the rent may be adjusted at Lessor's option.

5. Paragraph 12 of the lease "NOTICES" is amended to the following:

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

TO LESSOR: Venice Municipal Airport, 150 Airport Avenue East, Venice, FL 34285

TO LESSEE: Agape Flights, Inc., 100 Airport Avenue West, Venice, FL 34285

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

6. Paragraph 14 of the lease "USE OF PREMISES" is amended to the following:

Lessee may store aircraft and conduct aeronautical activities directly related to the rendering of Christian missionary services.

7. Paragraph 23 of the lease "INSURANCE" is amended to the following:

Lessee shall procure and maintain, during the life of the lease, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the lessor and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial

AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the lessor.

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

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

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

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

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

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

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

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

All policies required by this lease, unless specific approval is given by lessor, are to be written on an occurrence basis, and for liability policies shall name the City of Venice, its elected officials, officers, agents, and employees as additional insured as their interest may appear under this lease. Insurer(s) shall agree to waive all rights of subrogation against the City of Venice, its elected officials, officers, agents, and employees.

Each insurance policy required by this lease shall apply separately to each

insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

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

The lessor shall retain the right to review, annually, coverage form/policy, and amount of insurance.

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

The lessee shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this lease and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not lessor is an insured under the policy.

Certificates of insurance evidencing occurrence form coverage and conditions to this lease are to be furnished to lessor ten (10) business days prior to commencement of lease and renewal certificates shall be furnished to the lessor no later than the expiration date of the previous certificate on file.

Notices of claims associated with this lease shall be provided to the lessee's insurance company and lessor, as soon as practicable after notice to the lessee.

8. Paragraph 40 of the lease is amended to the following:

As a term and condition of this lease, the lessee is prohibited from dispensing fuel on the Airport.

9. Paragraph 42 of the lease is amended to the following:

The lessee shall operate its business in the demised premises continuously, and without interruptions, throughout the term of this lease.

10. The requirements to be performed by the lessee under Paragraphs 1, 14, 40, and 42, as amended herein, are, in fact, required and no longer optional as provided for under the First Amendment to Lease Agreement.

11. All other terms and conditions of the lease dated February 9, 1999, not specifically amended herein, remain in full force and effect.

12. In addition, the following paragraphs 44 through 52 are hereby added to the lease as of the effective date of this Second Amendment to Lease:

44. USE OF AIRPORT FACILITIES

Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Venice Municipal Airport ("Airport"), including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, aircraft parking areas, and others as may be designated by lessor.

45. AIRPORT DEVELOPMENT

Lessor reserves the right to develop, improve, repair, and alter the Airport and landing areas, runways, taxiways, navigational aids and terminal facilities as it may deem appropriate, free from any and all liability to lessee arising out of or connected to the making of such improvements, repairs, and alterations so long as a means of reasonably equivalent ingress and egress are concurrently made available to lessee.

46. SECURITY

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

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

47. APPLICABLE LAW AND VENUE

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

48. INVALIDITY OF CLAUSES

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

49. RENT AS A SEPARATE COVENANT

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

50. RELATIONSHIP OF THE PARTIES

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and lessor shall in no way be responsible for the duties and obligations of lessee.

51. RADON GAS

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

52. CONSTRUCTION OF IMPROVEMENTS

Any proposed construction or facilities developed by lessee shall be in accordance with plans and specifications approved by lessor prior to commencement of permitting and construction and such approval shall not be unreasonably withheld.

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

Any construction or installation shall be at the sole risk of lessee and shall be in accordance with all applicable state and local codes and laws and subject to inspection by the lessor. Prior to the commencement of any improvements by lessee on the Premises, lessee, at lessee's expense, shall procure and provide Lessor with a copy of a Federal Aviation Regulation, Part 77 airspace study, approved by the Federal Aviation Administration, if applicable.

Lessee shall be responsible for extending any services such as pavement, taxiways, roadways and/or utility services to the site at lessee's sole expense, unless otherwise negotiated by the City of Venice.

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

ATTEST:

By: 

Lori Stelzer, City Clerk

AGAPE FLIGHTS, INC.

By: 

Allen T. Speer, CEO

ATTEST:

By: 

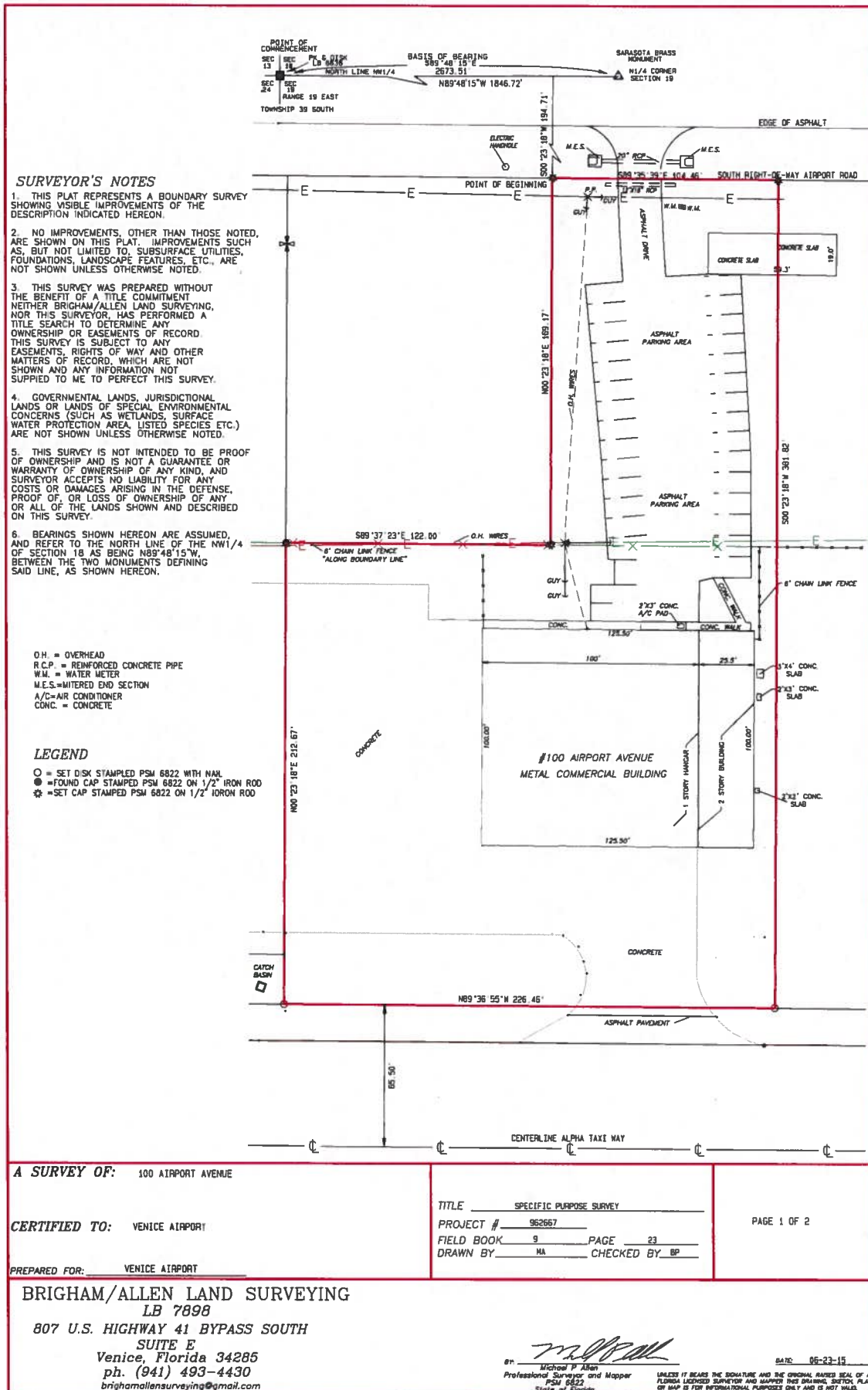
By: 

John Holic, Mayor

Approved as to Form and Correctness:



David P. Persson, City Attorney



DESCRIPTION

A parcel of land located in the Northwest 1/4 of Section 19, Township 39 South, Range 19 East, Sarasota County, City of Venice, State of Florida more particularly described as follows:
 Commencing at the Northwest corner of said Section 19 and considering the North line of the NW1/4 of said Section 19 to bear South 89°48'15" East with all bearings contained herein relative thereto;
 thence South 89°48'15" East along and with said North line a distance of 1846.72 feet; thence South 00°23'18" West a distance of 194.71 feet to the true point of beginning said point being on the South Right-of-Way of Airport Avenue;
 thence South 89°35'39" East, along and with the South Right-of-Way of Airport Avenue a distance of 104.46 feet; thence South 00°23'18" West, a distance of 381.82 feet; thence North 89°36'55" West, a distance of 228.46 feet; thence North 00°23'18" East, a distance of 212.67 feet; thence South 89°37'23" East, a distance of 122.00 feet; thence North 00°23'18" East, a distance of 169.17 feet to the Point of Beginning. Containing 1.5113 Acres, more or less.

A SURVEY OF: 100 AIRPORT AVENUE

CERTIFIED TO: VENICE AIRPORT

PREPARED FOR: VENICE AIRPORT

TITLE SPECIFIC PURPOSE SURVEY

PROJECT # 962667


FIELD BOOK 9 PAGE 23

DRAWN BY MA CHECKED BY BP

PAGE 2 OF 2

BRIGHAM/ALLEN LAND SURVEYING
LB 7898

807 U.S. HIGHWAY 41 BYPASS SOUTH

SUITE E
Venice, Florida 34285
ph. (941) 493-4430
brighamallensurveying@gmail.comBY: 
Michael P. Allen
Professional Surveyor and Mapper
FSM 8622
State of Florida

DATE: 06-23-15

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