

FIRST AMENDMENT TO
LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this _____ ("Effective Date"), at Venice, Florida, by and between the CITY OF VENICE, a Municipal Corporation under the laws of the State of Florida, hereinafter referred to as "Lessor," and TITO GAONA'S FLYING FANTASY CIRCUS, INC., a Florida Corporation,

WHEREAS, on August 5, 2011, Lessor entered into a month-to-month Lease Agreement with The Tito Gaona Trapeze Academy, Inc., for certain real property ("Premises") at the Venice Municipal Airport ("Airport"), which is owned by Lessor and is located in Sarasota County, Florida (hereinafter, the "Lease"); and

WHEREAS, The Tito Gaona Trapeze Academy, Inc., has subsequently changed its name to Tito Gaona's Flying Fantasy Circus, Inc., hereinafter referred to as "Lessee;" and

WHEREAS, the Premises consists of approximately 8,400 square feet and is located on a portion of Airport property located at 1401 Ringling Drive, commonly referred to as the "circus property;" and

WHEREAS, on the Effective Date, Lessor has approved a long-term lease with a third party for the circus property, including the Premises; and

WHEREAS, the terms of the lease with the third party for the circus property provide for Lessee to be permitted to continue to occupy the Premises under the terms of the Lease

for a period not-to-exceed ninety (90) days from the effective date of that lease, which is also the Effective Date of this Amendment; and

WHEREAS, Lessor and Lessee agree it is in the best interest of both parties to re-locate the Premises, as defined under the Lease, to another location on the Airport.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and in the Lease, Lessor and Lessee hereby agree as follows:

1. Section 1. of the Lease shall be deleted in its entirety and replaced with the following:

1. DESCRIPTION OF PREMISES

Lessor leases to lessee and lessee rents from lessor the real property located on the Airport 'festival grounds' described as the "new premises location" as depicted on Exhibit "A."

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

2. Exhibit A to the Lease shall be replaced in its entirety with the document labeled as "Exhibit A," which is attached to this Amendment.

3. Lessee shall have a period not-to-exceed ninety (90) days from the Effective Date to re-locate from the "old premises location" shown on Exhibit "A" to the "new premises location" as depicted on Exhibit "A".

4. All other terms and conditions of the Lease, as amended, unless specifically amended herein shall remain in full force and effect throughout the remaining term of the Lease.

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

CITY OF VENICE, FLORIDA

ATTEST:

By:

John W. Holic, Mayor

Lori Stelzer, City Clerk

**TITO GAONA'S FLYING FANTASY
CIRCUS, INC.**

Wendy R. Keller
Witness

By: Tito Gaona
Tito Gaona, Director

Michael J. C.
Witness

Approved as to Form

Kelly Fernandez, City Attorney

EXHIBIT "A"

