

THIRD AMENDMENT TO  
LEASE AGREEMENT

This THIRD AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("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 HORIZON 880, LLC, a Foreign Limited Liability Company (authorized to do business in the State of Florida), hereinafter referred to as "Lessee."

WHEREAS, on September 24, 2019, Lessor and Lessee entered into a Lease Agreement (hereinafter, the "Lease") for certain real property at the Venice Municipal Airport, which is owned by Lessor and is located in Sarasota County, Florida (the "Premises"); and

WHEREAS, on March 31, 2020, Lessor and Lessee entered into an Amendment to Lease Agreement to allow Lessee additional time to make the initial rent payment to Lessor, and to account for revisions to Lessor's Drainage Improvement Project in the vicinity of the Premises; and

WHEREAS, on September 23, 2020, Lessor and Lessee entered into a Second Amendment to Lease Agreement to allow Lessee additional time to meet certain deadlines related to the construction of improvements on the Premises as required under Section 17 of the Lease; and

WHEREAS, Section 6.b. of the Lease provides that the "Lessee shall pay an additional rent payment to Lessor in the amount of the initial Monthly Rent" upon the issuance of a building permit to Lessee or Lessee's subtenant for any individual structure shown on Exhibit "B" of the Lease; and

WHEREAS, Lessee and Lessor acknowledge that due to various reasons including, but not limited to, the COVID-19 pandemic, the issuance of a building permit as contemplated under Section 6.b. of the Lease has taken more time than expected at the time the Lease was entered into between the parties; and

WHEREAS, based on the foregoing, Lessor and Lessee agree it is in the parties' best interests to modify Section 6.b. of the Lease regarding the "additional rent payment."

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

1. Section 6.b. (RENT) of the Lease shall be replaced in its entirety with the following:

"Lessee shall pay an additional rent payment in the total amount of the initial Monthly Rent in accordance with the following schedule:

- On or before September 24, 2021, Lessee shall pay to Lessor the amount of Twelve Thousand, Four Hundred Sixteen and 67/100 dollars (\$12,416.67); and
- On December 24, 2021, or upon issuance of a building permit to Lessee or Lessee's subtenant for any individual structure on the Premises,

whichever is later, but no later than March 24, 2022, Lessee shall pay the balance of the additional rent payment to the Lessor in the amount of Twelve Thousand, Four Hundred Sixteen and 66/100 dollars (\$12,416.66).

2. All other terms and conditions of the Lease 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:

\_\_\_\_\_  
Ron Feinsod, Mayor

\_\_\_\_\_  
Lori Stelzer, City Clerk

Approved as to Form and Correctness

\_\_\_\_\_  
Kelly Fernandez, City Attorney

HORIZON 880, LLC

Carol A. Hurley

Witness

[Signature]

Witness

By: [Signature]

Robert V. Rogers, Manager

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

Kent Jacoby, Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

Albert Rogers, Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

James Eppink, Member

\_\_\_\_\_  
Witness

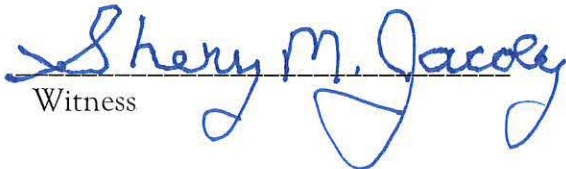
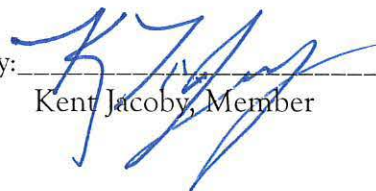
\_\_\_\_\_  
Witness

HORIZON 880, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Robert V. Rogers, Manager

\_\_\_\_\_  
Witness

 By:  \_\_\_\_\_  
Witness Kent Jacoby, Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Albert Rogers, Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
James Eppink, Member

\_\_\_\_\_  
Witness

HORIZON 880, LLC

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Witness By: \_\_\_\_\_  
Robert V. Rogers, Manager

\_\_\_\_\_  
Witness

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Witness By: \_\_\_\_\_  
Kent Jacoby, Member

\_\_\_\_\_  
Witness

*Diane Rogers* By: *Albert Rogers*  
\_\_\_\_\_  
Witness Albert Rogers, Member

*Trisha Brumby*  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
James Eppink, Member

\_\_\_\_\_  
Witness

HORIZON 880, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Robert V. Rogers, Manager

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Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Kent Jacoby, Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Albert Rogers, Member

\_\_\_\_\_  
Witness

Heppink.  
\_\_\_\_\_  
Witness

By: J. Eppink. 3/31/21  
James Eppink, Member

Robert Laurie  
\_\_\_\_\_  
Witness