

**AMENDMENT NUMBER 2 TO
FUEL FARM LEASE AGREEMENT**

This Amendment Number 2 to Fuel Farm Lease Agreement (this "**Amendment No. 2**") is executed as of this _____ day of _____, 2015 (the "**Effective Date**"), by and between the **Greater Orlando Aviation Authority**, ("**Aviation Authority**"), whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32819 and **Atlantic Aviation-Orlando Executive LLC**, a Delaware limited liability company whose address is 6652 Pinecrest Drive, Suite 300 Plano, TX 75024 ("**Lessee**").

WHEREAS, on or about January 23, 2015, pursuant to that certain Consent to Assignment executed by the Aviation Authority and Lessee, Lessee assumed all rights, duties and obligations under that certain Orlando Executive Airport Fuel Farm Lease Agreement, effective as of October 1, 1990, as amended, (the "**Lease**"), affecting the land described therein; and

WHEREAS, concurrently with the assumption of the Lease, Lessee also assumed all rights, duties and obligations under that certain Fixed Base Operator Lease Agreement for property located at the Orlando Executive Airport; and

WHEREAS, in contemplation of both assignments, Lessee desires to extend the Term of the Lease for a period of two (2) years; and

WHEREAS, the parties enter into this Amendment No. 2 to effectuate the extension of the Lease Term.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **LEASE TERM.** Section 5.01 of the Lease, as previously amended by Amendment No. 1, is hereby deleted in its entirety and replaced with the following:

5.01 **Lease Term.** This Lease shall commence on the effective date and shall expire on September 30, 2017 unless sooner terminated in accordance with terms and the provision hereof.

2. **TERMINATION RIGHTS.** Section 12.04 of the Lease, as previously amended by Amendment No. 1, is hereby deleted in its entirety and replaced with the following:

12.04 **Termination Rights.** Notwithstanding the rights to terminate upon destruction or damage as contained in Article IX, above, the Aviation Authority or Lessee may terminate this Lease prior to the expiration of the Term by sending the other party One Hundred Eighty (180) days written notice.

Upon exercise of such right to terminate the Lease, Lessee shall have until the last day of the Lease in which to remove the Improvements at Lessee's expense; provided that any occupancy by Lessee for purposes of removal of such Improvements shall be subject to all of the terms and conditions of this Lease, except payment of the annual rent due hereunder.

2. **NOTICE.** Section 14.01 entitled Notice of the Lease is hereby modified to preplace the notice address of Lessee with the following:

To Lessee:	Atlantic Aviation-Orlando Executive LLC
	6652 Pinecrest Drive, Suite 300
	Plano, TX 75024

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

[THIS SPACE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

**GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

By: _____
Dayci Brunette-Snyder

By: _____
Phillip N. Brown, A.A.E.
Executive Director

Date: _____

APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 201__ for the use
and reliance of the Greater Orlando Aviation
Authority, only.

By: _____
Marchena and Graham, P.A.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

LESSEE:

**ATLANTIC AVIATION-ORLANDO
EXECUTIVE LLC**

By: _____

Name: _____

Title: _____

Date: _____

