

**FIRST AMENDMENT TO THE AIRPORT
FIXED BASE OPERATOR'S LEASE AND OPERATING AGREEMENT
BETWEEN
THE CITY OF LA CROSSE AND TDM, INC.**

This First Amendment to the Fixed Base Operator's Lease and Operating Agreement is (the "Lease" and sometimes referred to as "Agreement") entered into this 9th day of November, 2017, is by and between the CITY OF LA CROSSE a municipal corporation and existing pursuant to the laws of the State of Wisconsin, whose address is 400 La Crosse Street, La Crosse, Wisconsin 54601, (the "LESSOR") and TDM, INC., D/B/A COLGAN AIR SERVICES, a domestic corporation, incorporating address at 2709 Fanta Reed Road, La Crosse, Wisconsin 54603 (the "LESSEE") (LESSEE and LESSOR, collectively the "Parties").

WITNESSETH:

WHEREAS, the parties have previously entered into a certain Fixed Base Operator's Lease and Operating Agreement dated January 1, 2016 pertaining to the business of operating a Fixed Base Operator at the La Crosse Regional Airport, and

WHEREAS, the parties desire to enter into this First Amendment to provide for updated surveyed legal descriptions, an updated surveyed map, and amended square foot totals and rental rates.

NOW THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and received, the parties hereby covenant and agree as follows:

1. Exhibit A of the Fixed Base Operator's Lease and Operating Agreement shall be amended in its entirety as attached.
2. Exhibit B of the Fixed Base Operator's Lease and Operating Agreement shall be amended in its entirety as attached.
3. Exhibit C, Para 1(A) of the Fixed Base Operator's Lease and Operating Agreement shall be amended in its entirety as attached.
4. Fuel Farm. Upon LESSEE notifying LESSOR of LESSEE'S relocating its fuel farm to the LESSOR'S consolidated fuel farm facility, the 10,014 square feet of land currently used as LESSEE'S Fuel Farm will no longer be leased by the LESSEE; the rent set forth in Exhibit C Paragraph 1(A) for the current Fuel Farm shall abate as of the date of such relocation and no longer be due to the LESSOR; and LESSEE shall no longer be liable to the LESSOR for such leased area pursuant to the terms of the Lease.
5. Leasehold Mortgage. LESSOR hereby approves the filing of a leasehold mortgage of the Fixed Base Operator's Lease and Operating Agreement on the leased premises of 2709, 2717, 2733, 2763, and 2825 Fanta Reed Road to Merchants Bank for improvements made to said premises. The Aviation Board shall be authorized to approve any future amendments or assignments to this agreement.

6. Entire Agreement. This Amendment contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Amendment which are not fully expressed herein. Except as modified herein, all terms and conditions of the Agreement dated January 1, 2016 shall remain in full force and effect. This Amendment may not be amended, except pursuant to a written instrument signed by the parties.
7. Severability: Should any part, term, portion, or provision of this Amendment, or the application thereof to any person or circumstances be in conflict with and federal or state law, or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.
8. Choice of Law: This amendment is and shall be governed by the laws of the State of Wisconsin. Any judicial action relating to the construction, interpretation, or enforcement of this Amendment shall be brought and venued in La Crosse County Circuit Court in La Crosse, Wisconsin. The parties hereby consent to personal jurisdiction in those Wisconsin courts, and waive any defense that they might otherwise have relating thereto.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year first above written.

LESSOR:
CITY OF LA CROSSE

By: Tim Kabat
Tim Kabat, Mayor

By: Teri Lehrke
Teri Lehrke, City Clerk

LESSEE:
TDM, INC. d/b/a COLGAN AIR

By: Timothy Colgan
Timothy Colgan, President

EXHIBIT A LEGAL DESCRIPTION

DESCRIPTION-PARCEL "B"-COLGAN AIR-2709 FANTA REED ROAD

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 7 WEST, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 18; THENCE N85°29'04"W, 1415.23 FEET TO THE WEST RIGHT-OF-WAY FANTA REED ROAD AND POINT OF BEGINNING; THENCE S00°24'03"E, 339.52 FEET ALONG SAID RIGHT-OF-WAY FANTA REED ROAD; THENCE S89°35'57"W, 145.83 FEET; THENCE N00°24'03"W, 443.61 FEET; THENCE S53°39'40"E, 174.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 54,602 SQ. FT.±

DESCRIPTION-PARCEL "C"-COLGAN AIR-2717 FANTA REED ROAD

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7; THENCE N85°29'04"W, 1415.23 FEET TO THE WEST RIGHT-OF-WAY FANTA REED ROAD AND POINT OF BEGINNING; THENCE N53°39'40"W, 174.02 FEET; THENCE N36°20'20"E, 130.08 FEET; THENCE S53°39'40"E, 174.02 FEET TO THE WEST RIGHT-OF-WAY FANTA REED ROAD; THENCE S36°20'20"W, 130.08 FEET ALONG WEST RIGHT-OF-WAY FANTA REED ROAD TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 22,636 SQ.FT.±.

DESCRIPTION-PARCEL "D"-COLGAN AIR-2733 FANTA REED ROAD

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7; THENCE N85°29'04"W, 1415.23 FEET TO THE WEST RIGHT-OF-WAY FANTA REED ROAD; THENCE N36°20'20"E, 130.08 FEET ALONG THE WEST RIGHT-OF-WAY FANTA REED ROAD AND THE POINT OF BEGINNING; THENCE N53°39'40"W, 174.02 FEET; THENCE N36°20'20"E, 163.05 FEET; THENCE S53°39'40"E, 174.02 FEET TO THE WEST RIGHT-OF-WAY FANTA REED ROAD; THENCE S36°20'20"W, 163.05 FEET ALONG THE WEST RIGHT-OF-WAY FANTA REED ROAD AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28,373 SQ. FT.±

DESCRIPTION-PARCEL "F"-COLGAN AIR-2763 FANTA REED ROAD

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7; THENCE N85°29'04"W, 1415.23 FEET TO THE WEST RIGHT-OF-WAY FANTA REED ROAD; THENCE N36°20'20"E, 418.13 FEET ALONG THE WEST RIGHT-OF-WAY FANTA REED ROAD AND THE POINT OF BEGINNING; THENCE N53°39'40"W, 174.02 FEET; THENCE N36°20'20"E, 156.65 FEET; THENCE S53°39'40"E, 174.02 FEET TO THE WEST RIGHT-OF-WAY FANTA REED ROAD; THENCE S36°20'20"W, 156.65 FEET ALONG THE WEST RIGHT-OF-WAY FANTA REED ROAD AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27,260 SQ.FT.±

DESCRIPTION-PARCEL "H"-COLGAN AIR-2825 FANTA REED ROAD

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7; THENCE N85°29'04"W, 1415.23 FEET TO THE WEST RIGHT-OF-WAY FANTA REED ROAD; THENCE N36°20'20"E, 587.09 FEET ALONG THE WEST RIGHT-OF-WAY FANTA REED ROAD AND THE POINT OF BEGINNING; THENCE N53°39'40"W, 174.02 FEET; THENCE N36°20'20"E, 151.65 FEET; THENCE S53°39'40"E, 174.02 FEET TO THE WEST RIGHT-OF-WAY FANTA REED ROAD; THENCE S36°20'20"W, 151.65 FEET ALONG THE WEST RIGHT-OF-WAY FANTA REED ROAD AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 26,390 SQ.FT.±

EXHIBIT B

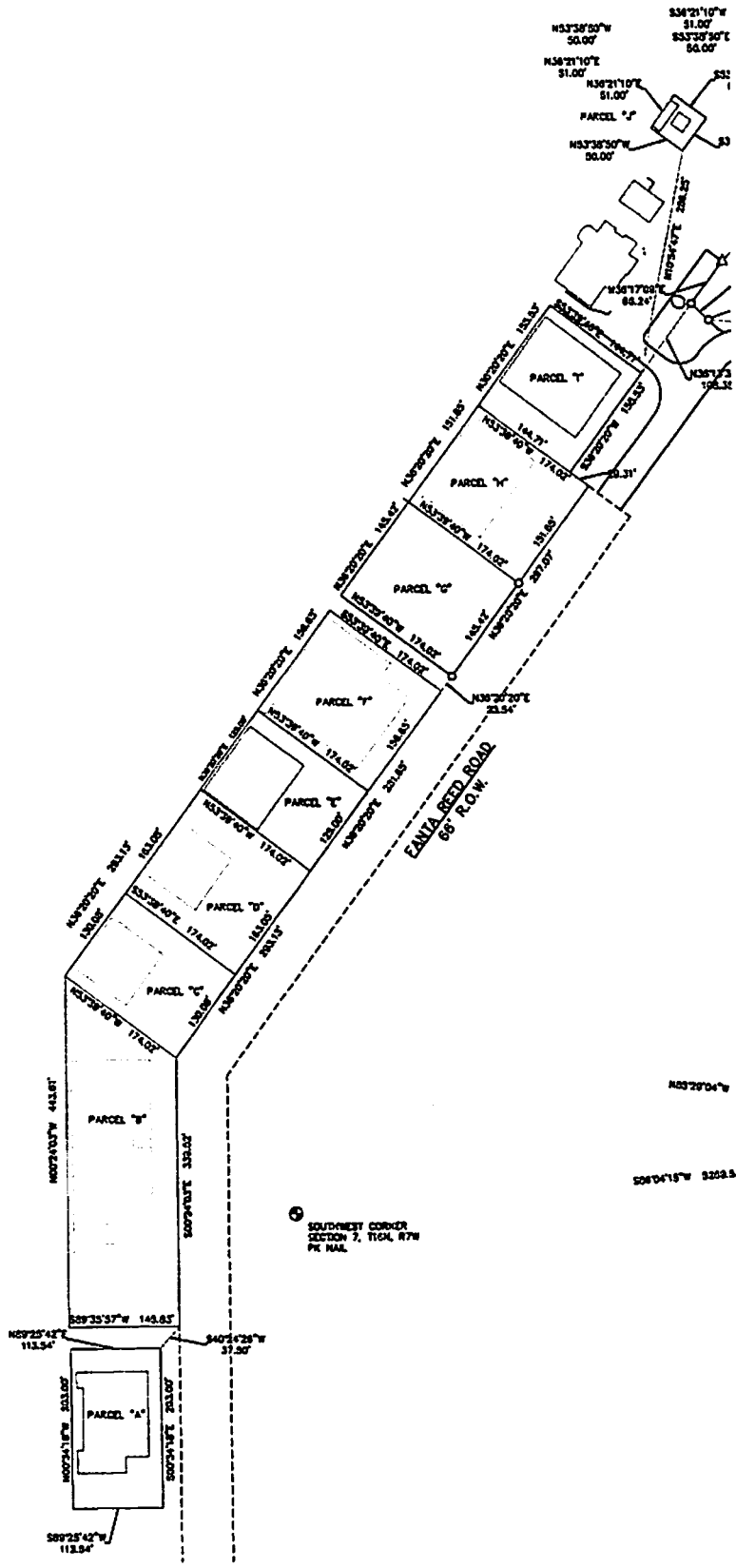


EXHIBIT C

A. LESSEE agrees to pay to the LESSOR, without demand, on the twentieth (20th) day of each month (one-twelfth (1/12th of) for the following month, the amounts for the rental of land and ramp herein leased as set forth below:

PARCEL	ADDRESS	LAND	RAMP	LAND RATE \$0.30	RAMP RATE \$0.4502
B	2709 FANTA REED ROAD	54,602	18,365	\$16,380.60	\$8,267.92
C	2717 FANTA REED ROAD	22,636	6,400	\$6,790.80	\$2,881.28
D	2733 FANTA REED ROAD	28,373	6,400	\$8,511.90	\$2,881.28
F	2763 FANTA REED ROAD	27,260	18,006	\$8,178.00	\$8,106.30
H	2825 FANTA REED ROAD	26,390	12,000	\$7,917.00	\$5,402.40
	Fuel Farm	10,014		\$3,004.20	\$0.00
		169,275	61,171	\$50,782.50	\$27,539.18