

FIRST AMENDMENT TO THE AIRPORT
BUILDING AND LAND LEASE AGREEMENT
BETWEEN
THE CITY OF LA CROSSE AND FLIGHT SERVICE GSE, INC.

This First Amendment to the Building and Land Lease Agreement is made as of the _____ day of November, 2013 by and between the City of La Crosse, Wisconsin, a municipal corporation (hereinafter referred to as "City") and Flight Service GSE, LLC., a Wisconsin corporation (hereinafter referred to as "Lessee").

WHEREAS, the parties have previously entered into a certain Building and Land Lease Agreement dated June 17, 2013 pertaining to the business of operating a ground support equipment rehabilitation business at the La Crosse Regional Airport, and

WHEREAS, the parties desire to enter into this First Amendment to provide for the lease of an additional building and land.

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 Building and Land Lease Agreement shall be amended as attached.
2. Section 1 "Leased Premises", Provision 1, of the Building and Land Lease Agreement shall be amended to state the following:

City hereby leases to Lessee and Lessee hereby agrees to lease from City the following premises, which collectively are hereinafter called the "Leased Premises" or "Premises": three thousand six hundred forty-eight (3,648) square feet of the north end of the former airport maintenance shop building, one thousand five hundred eighty-four (1,584) square feet of the former airport manager's office building, and nine thousand seven hundred eighty (9,780) square feet of land for equipment storage. Said Leased Premises is more particularly shown on **Exhibit A and Exhibit B** attached hereto and by this reference made a part hereof.

3. Section 5 "Rentals and Fees", Provision 1(a), of the Building and Land Lease Agreement shall be amended to state the following:
 - a) Structure: For the former airport maintenance shop building, Lessee shall pay one thousand one hundred fifty-eight dollars and twenty-four cents (\$1,158.24) per

month. This amount is based upon three dollars and eighty-one cents (\$3.81) per square foot per year for space leased (3,648 sq. ft.) under Section 1 herein. (Thus, 3,648 sq. ft. X \$3.81 = \$13,898.88/yr. divided by 12 = \$1,158.24 per month.) In addition, for the former airport manager's office building, Lessee shall pay two hundred sixty-one dollars and thirty-six cents (\$261.36) per month. This amount is based upon one dollar and ninety-eight cents (\$1.98) per square foot per year for space leased (1,584 sq. ft.) under section 1 herein. (Thus, 1,584 sq. ft. X \$1.98 = \$3,136.32/yr. divided by 12 = \$261.36 per month.) Accordingly, the total amount paid per month for the structures is \$1,419.60.

4. Section 5 "Rentals and Fees", Provision 1(b), of the Building and Land Lease Agreement shall be amended to read the following:

Land: For the land, Lessee shall pay three hundred sixty-two dollars and seventy-nine cents (\$362.79) per month. This amount is based upon twenty-nine cents (\$0.29) per square foot per year for land leased (15,012 sq. ft.) under Section 1 herein. (Thus, 15,012 sq. ft. X \$0.29 = \$4,353.48/yr. divided by 12 = \$362.79 per month.)

5. Section 6 "Initial Investment" of the Building and Land Lease Agreement shall be amended to state the following:

City shall install two (2) heater units in the bay area of the Premises at City's cost and expense. Lessee shall make any building improvements necessary to occupy and maintain the former airport manager's office building in a useable condition at Lessee's sole cost and expense. Lessee shall be permitted to perform structural alterations necessary to add a front-facing door to the former airport manager's office building. Any construction, alteration, or modification plans require written and advance approve by the Airport Manager.

6. Section 9 "Maintenance of Premises", Provisions 2 and 5, of the Building and Land Lease Agreement shall be amended to state and add the following:

2. Structural Maintenance. City shall provide, or cause to be provided, structural maintenance of the Premises, except as otherwise provided in this Agreement. However, City shall not be required to perform maintenance and make repairs occasioned by the negligence of Lessee, its employees, patrons, invitees, or agents.

However, City may perform such maintenance or make such repairs and charge the cost of same to Lessee, and Lessee agrees to reimburse Lessor for all costs incurred by City in performing such maintenance and repair work.

...

5. Former Airport Manager's Office Building: City shall provide no maintenance services, including structural, for the former airport manager's office building.

7. Section 11 "Utilities and Operation of Leased Premises", Provision 1, of the Building and Land Lease Agreement shall be amended to read the following:

1. City shall provide the former airport maintenance building with water service at the City's expense. Water service for any and all areas of the Leased Premises except for the former airport maintenance building shall be Lessee's sole cost and expense.

8. 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 June 17, 2013 shall remain in full force and effect. This Amendment may not be amended, except pursuant to a written instrument signed by the parties.

9. 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.

10. 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 to this First Amendment to the Building and Land Lease Agreement cause this instrument to be executed by their authorized representatives on the date and year first above written.

LESSEE: FLIGHT SERVICE GSE, INC.

LESSOR: CITY OF LA CROSSE

By: _____

By: _____

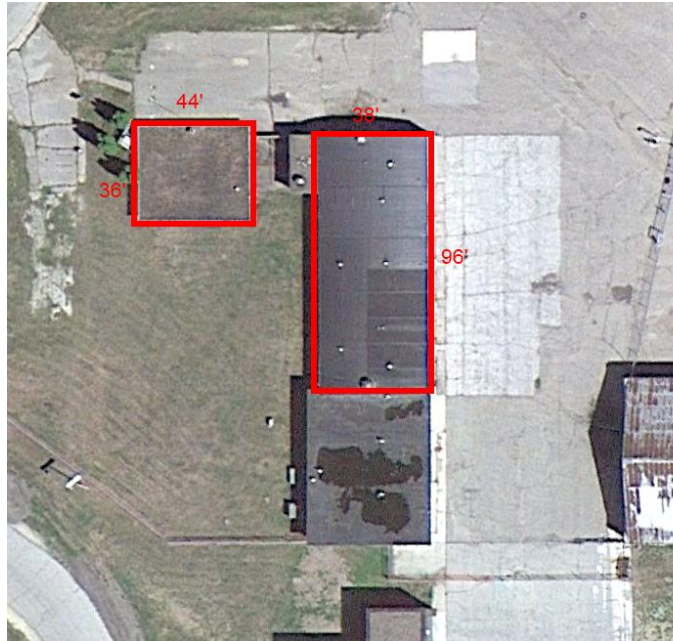
Title:

Title: Tim Kabat, Mayor

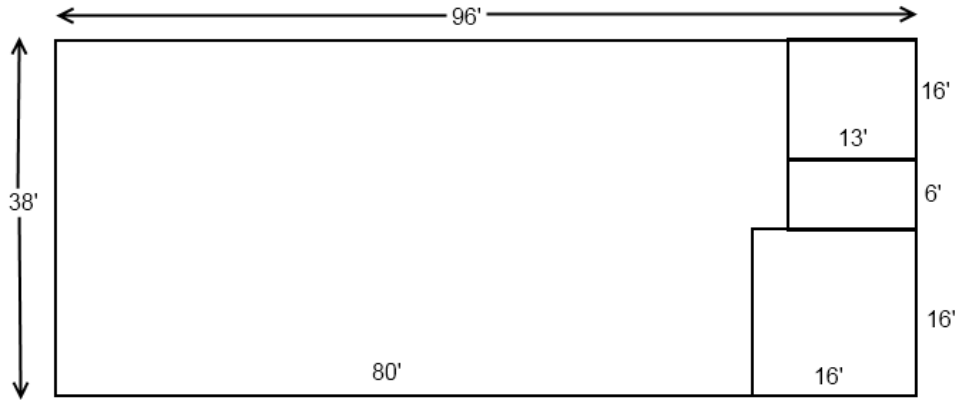
By: _____

Title: Teri Lehrke, City Clerk

EXHIBIT A – STRUCTURES



North End of 2842 Fanta Reed Road



Not to Scale