

**AMENDMENT II
TO THE
FIXED BASE OPERATOR'S (FBO) AND LEASE AGREEMENT
BETWEEN
SUPERIOR FLYING SERVICE, LLC
AND
THE CITY OF SUPERIOR, WISCONSIN**

This Amendment I made and entered into this 20th day of October, 2021, by and between the CITY OF SUPERIOR, State of Wisconsin, Douglas County, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin, hereinafter referred to as the LESSOR, and Superior FLYING SERVICE, LLC, a Wisconsin limited liability company, hereinafter referred to as the LESSEE.

The Parties desire to amend the Agreement as follows:

II. LEASE

- A. For the consideration set forth below, the Lessor does hereby lease to the Lessee the following described premises:

Office space in the south east corner of building A-2 and use of the classroom in building A-2 on as as-needed basis, at the Richard I. Bong Memorial Airport, 4804 Hammond Avenue, Superior, WI, for the purpose of conducting aviation services.

Upon a change in Airport management, consideration will be given to create separate office spaces for the airport manager and the Superior Flying Service, LL FBO in the terminal building.

III. RATES

- A. Rates for use of the premises described in Paragraph II (A) will be a total of two hundred twenty-five dollars (\$225.00) per month, payable in monthly installments on or before the first of each and every month during the term of this agreement. The rent for these premises is subject to renegotiation at the end of every five (5) year period; and said amount shall be paid by Lessee to the Lessor monthly. Failure on the part of the Lessee to pay the rent hereunder within thirty (30) days after the same shall become due, except as provided in for the case of the airport being closed by any lawful authority, shall authorize the Lessor, at its option and without any


legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises.

IV. TERM


- A. The term of the lease for property described in Paragraph II (A), shall expire on December 31, 2026. It is expressly understood between the Lessor and the Lessee that the Lessee shall have the option of renewing this lease for subsequent five (5) year extensions subject to the mutual agreement of terms and fees, unless terminated earlier in accordance with the terms and provisions to this agreement.
- B. If the Lessee during the term of this agreement ceases to provide the services described in Section I above, to the general public, the Lessor shall have the right to terminate this agreement upon ten (10) days written notice to the Lessee.


All other terms and conditions of the Agreement shall remain in full force and effect.

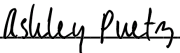
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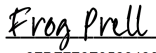
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 10/28/2021
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 Calvin Kramp, Superior Flying Service, LLC

CITY OF SUPERIOR:

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 Mayor

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 City Clerk

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 Finance Director

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 City Attorney

Approved at the October 19, 2021 City Council meeting.