

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

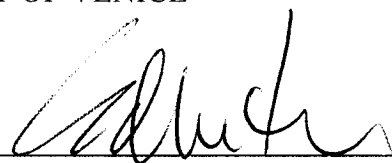
The CITY OF VENICE, as lessor under the May 23, 2006 Lease, hereby consents to the assignment and assumption of the lease to and by TRISTATE AVIATION GROUP OF FLORIDA LLC upon the following terms and conditions:

1. TRISTATE AVIATION GROUP OF FLORIDA LLC shall utilize the leased premises only for the uses authorized by the May 23, 2006 Lease and shall faithfully perform all of the lessee's duties and obligations under said lease.

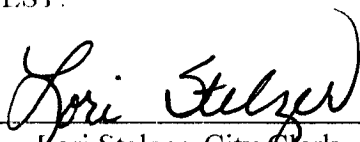
2. As between the CITY OF VENICE and VENICE JET CENTER, LLC, the assignment and assumption of the lease to and by TRISTATE AVIATION GROUP OF FLORIDA LLC shall not release or relieve VENICE JET CENTER, LLC from any duty, obligation or liability under the terms and conditions of the May 23, 2006 Lease.

Dated this 04th day of JANUARY, 2010.

CITY OF VENICE

By: 
Ed Martin, Mayor

ATTEST:

By: 
Lori Stelzer, City Clerk

Approved By City Council

Date: JANUARY 5, 2010

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, effective as of November 16, 2009 (the "Effective Date"), by and between **TRISTATE AVIATION GROUP OF FLORIDA LLC**, a Florida limited liability company (the "Buyer") and **BURTON W. WIAND** (the "Seller"), as Receiver of **VENICE JET CENTER, LLC**, a Florida limited liability company (the "Company").

RECITAL

WHEREAS, the United States District Court for the Middle District of Florida, Tampa Division (the "Court"), appointed Burton W. Wiand on January 21, 2009, and reappointed Mr. Wiand on June 3, 2009, as Receiver of the Company, among other receivership entities (collectively, the "Receivership"), in the action styled *Securities and Exchange Commission v. Arthur Nadel, et al.*, Case No: 8:09-cv-87-T-26TBM (the "Action").

WHEREAS, the Company owns certain properties, including but are not limited to operating equipment(s), and buildings located at 220 Airport Ave. E. and 400 Airport Ave. E., Venice, Florida 34285 and the lease by and between the Company and the City of Venice (the "City") dated May 23, 2006 (the "Lease") (collectively, the "Assets"). The Assets are more particularly described on **Exhibit A**.

WHEREAS, Seller desires to sell and Buyer desires to purchase the Assets pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

OPERATIVE TERMS

1. **Sale and Transfer of Assets.**

(a) Seller shall sell, transfer, and deliver to Buyer, pursuant to the Order (as defined herein) from the Court, and Buyer shall purchase from Seller: (1) all of the Seller's rights, title, and interest in the Assets described on **Exhibit A**, free and clear of all liens, claims, encumbrances, and restrictions as specified in the Order; (2) those assets, including but are not limited to accounting software, business records, phone numbers and service accounts, used by the Company in its normal course of business and to be used by Buyer for the same purpose; and (3) the Seller's rights, title, and interest in the action styled *Venice Jet Center, LLC v. City of Venice*, FAA Docket No: 16-09-05.

(b) The Assets are sold on an "AS IS" "WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO, SUITABILITY OF THE ASSETS FOR ANY USE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO,

SUITABILITY OF THE ASSETS FOR ANY USE, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, SAVE AND EXCEPT THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 10 HEREOF.

2. Contingencies. This Agreement is contingent only upon Seller obtaining approval of the Court (the "Order") to: (1) sell Buyer Assets described on Exhibit A free and clear of all liens, claims, encumbrances, and restrictions; (2) transfer to Buyer via assignment and assumption all of the Company's right, title and interest in and to the Lease and Subleases for the unexpired term stated therein; and (3) grant Buyer quiet enjoyment of the Lease and Subleases assigned to and assumed by Buyer (collectively, the "Contingencies"). The Subleases referenced in this Section are: (1) the Sublease Agreement by and between the Company and the Hertz Corporation, a Delaware corporation ("Hertz"), dated _____; and (2) the Sublease Agreement by and between the Company and Cockpit Café, LLC, a Florida limited liability company ("Café"), dated February 26, 2008. Hertz and Café are each a "Sublessee" in the Subleases.

3. Purchase Price.

(a) The purchase price to be paid by Buyer to Seller for the Assets shall be the sum of Five Hundred Fifty Thousand Dollars and No/100 (\$550,000) (the "Purchase Price").

(b) The Purchase Price shall be paid at the Closing (hereinafter defined) as follows:

(i) Cash or its equivalent in the amount of Three Hundred Thousand Dollars and No/100 (\$300,000); and

(ii) Delivery of a duly signed Promissory Note (the "Note") in the amount of Two Hundred Fifty Thousand Dollars and No/100 (\$250,000) substantially in the form attached hereto as Exhibit B.

4. Earnest Money Deposit. Buyer shall deliver to Seller earnest money in the amount of Ten Thousand Dollars and No/100 (\$10,000.00) (the "Deposit") on or before the Effective Date.

(a) The Deposit shall, if Buyer closes on the purchase of the Property as contemplated hereby, be credited toward the Purchase Price at the Closing.

(b) Buyer hereby acknowledges and agrees that the Deposit becomes nonrefundable on the earlier of the Closing Date or the date of when Buyer confirms with Seller that it is unwilling or unable to close the purchase of the Property for any reason, provided that Seller has already satisfied the Contingencies.

(c) In the event that Seller cannot satisfy the Contingencies within thirty (30) days from the date of the issuance of the Order (the "Contingencies Period"), or otherwise unable to conclude the transaction contemplated hereunder, Seller shall return

the Deposit to Buyer within Fifteen (15) business days following the expiration of the Contingencies Period.

(d) Buyer acknowledges and agrees that no interest will be paid on the Deposit.

5. Closing. The closing of the transaction contemplated by this Agreement and delivery of the Bill of Sale (hereinafter defined) (the "Closing") shall occur by the Closing Date (hereinafter defined). The Closing shall be conducted at such location as the Parties may mutually agree in writing.

6. Closing Date. Buyer and Seller agree that Closing shall occur on _____, 2009.

7. Post-Closing Condition. Within 60 days following the Closing, but no later than January 15, 2010, if the action taken or the omission to act by the Northern Trust Bank ("Northern Trust") constituted an "Event of Default" under the Tristate Loan (as hereinafter defined), and such Event of Default was not cured by Northern Trust in a manner satisfactory to Buyer, Buyer shall have the right to terminate this Agreement in its entirety and seek return of all monies paid to Seller in performance of this Agreement. Buyer acknowledges and agrees that the Post-Closing Condition specified in this Section shall terminate no later than January 15, 2010; thereafter, Buyer shall continue to perform the required obligations set forth in this Agreement regardless of the performance, or the lack thereof, by Northern Trust in the Tristate Loan.

8. Buyer's Deliveries at Closing. At the Closing, Buyer shall deliver the following items to Seller:

(a) the Purchase Price for the Assets, payable in the manner described in Section 3(b) above;

(b) a duly signed Note substantially in the form attached hereto as Exhibit B.

(c) signed assignments and assumptions of the Lease and Subleases substantially in the form attached hereto as Exhibit C.

(d) a certified copy of the resolutions of the Member(s) and Manager(s) of Buyer authorizing the transactions contemplated by this Agreement;

(e) a resolution of the loan with Northern Trust conforming to the new terms and conditions as required by Buyer (the "Tristate Loan") naming Buyer as the new debtor; and

(f) such other documents and certificates as Seller may reasonably and timely request.

9. Seller's Deliveries at Closing. At the Closing, Seller shall deliver the following items to Buyer:

- (a) a Bill of Sale in the form attached as Exhibit D hereto, duly signed by Seller;
- (b) an Order from the Court approving the sale of the Assets;
- (c) a letter signed by Seller directing all rent payment receivable to Buyer following Closing;
- (d) an acknowledgement of termination of Hiller Group Refuler Agreement and Hiller Group Refuler Lease Agreement;
- (e) a resolution agreeable to the Buyer of the fuel obligation owed to Sarasota County Sheriff's Office by Seller;
- (f) signed assignments and assumptions of the Lease and Subleases substantially in the form attached hereto as Exhibit C;
- (g) a satisfaction of the loan with Northern Trust (the "VJC Loan") releasing Seller as the existing debtor; and
- (h) such other documents and certificates as Buyer may reasonably and timely request.

10. Seller's Representations, Warranties and Covenants. Seller represents, warrants, and covenants to Buyer as follows:

(a) Valid and Enforceable Agreement. This Agreement constitutes a valid and binding agreement of the Seller enforceable in accordance with its terms.

(b) Title.

(i) Seller acquired title to the Assets in the Action described in Exhibit A, and with the approval of the Court, the Assets shall be sold to Buyer as evidenced by the Bill of Sale, substantially in the form attached hereto as Exhibit D, free and clear of all liens, claims, encumbrances, and restrictions.

(ii) The Assets are sold on an "AS IS" "WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO, SUITABILITY OF THE ASSETS FOR ANY USE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO, SUITABILITY OF THE ASSETS FOR ANY USE, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, SAVE AND EXCEPT THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 10.

(c) Assignment of the Lease. The Order from the Court shall specifically grant Buyer quiet enjoyment of the Lease between the Company and the City, and Subleases between the Company and each Sublessee, which shall all be assigned from the Company to and assumed by Buyer as the lessee/sublessor at Closing.

(d) Authority. The execution, delivery, and performance of this Agreement and any documents incidental thereto, and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Court, and Seller has all requisite corporate powers and authority to consummate this transaction.

(e) General. None of the representations or warranties by Seller in this Agreement contains any untrue statement of a material fact, or omits to state any material fact necessary to make statements or facts contained therein not misleading.

11. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

(a) Organization. Buyer is a limited liability company duly organized and validly existing and is in good standing under the laws of the State of Florida.

(b) Assumption of the Lease. Buyer expressly agrees to assume and perform all of the duties as required under the Lease.

(c) Loan. Buyer expressly agrees to assume the liabilities in connection with the VJC Loan as modified under the terms of the Tristate Loan, including but are not limited to any and all negotiation on modification of the terms and the cost associated thereunder, and shall indemnify and hold harmless forever any claims whatsoever, whether in law or equity, brought against Seller after the Closing Date.

(d) Authority. The execution, delivery, and performance of this Agreement and any documents incidental thereto, and the consummation of the transactions contemplated hereby have been duly authorized and Buyer has all requisite corporate powers and authority to consummate this transaction.

(e) Valid and Enforceable Agreement. This Agreement constitutes a valid and binding agreement of Buyer enforceable in accordance with its terms. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby violates or conflicts with the Articles of Organization or Operating Agreement of Buyer or, subject to obtaining necessary consents, any agreement or other restriction of any kind or character to which Buyer is a party or by which Buyer is bound.

(f) Due Diligence. Buyer has conducted and completed any and all due diligence it deems or deemed necessary prior to completing the purchase contemplated herein.

(g) Absence of Warranties from Seller. Buyer acknowledges that Seller has made no warranties with respect to the Assets. Buyer is purchasing the Assets on an "AS IS" "WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT

REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO, SUITABILITY OF THE ASSETS FOR ANY USE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO, SUITABILITY OF THE ASSETS FOR ANY USE, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, SAVE AND EXCEPT THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 10 ABOVE.

(h) General. None of the representations or warranties by Buyer in this Agreement contains any untrue statement of a material fact, or omits to state any material fact necessary to make statements or facts contained therein not misleading.

12. Expenses and Taxes. Each party hereto shall pay its own expenses and costs incident to the preparation of this Agreement and the consummation of the transactions contemplated hereby, including but are not limited to, attorney fees or broker commissions. If any portion of the transactions to be effected pursuant hereto shall be determined to be subject to sales or use or any other taxes, Buyer shall be liable therefore and shall promptly pay the same.

13. Amendments. This Agreement may only be amended or modified by written instrument executed by the parties hereto.

14. Notices. Any notice, request, information or other document to be given hereunder to any parties by any other party shall be in writing and shall have been deemed to have been given (i) when personally delivered, sent by facsimile (with hard copy to follow) or sent by reputable overnight express courier (charges prepaid), or (ii) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another is specified in writing, notices, demands and communications to Seller and Buyer shall be sent to the addresses indicated below:

(a) If as to Seller:

Burton W. Wiand, Receiver
Venice Jet Center, LLC
3000 Bayport Drive, Suite 600
Tampa, Florida 33607
Attention: Burt Wiand

(b) If as to Buyer:

Tristate Aviation Group of Florida, LLC
400 Airport Avenue East
Venice, Florida 34285
Attention: Marty Kretchman

Any party may change the address to which notices hereunder are to be sent by giving written

notice of such change of address as provided above.

15. Waiver. No waiver by either party hereto of any condition or any breach of any term, covenant, representation or warranty contained in this Agreement shall be deemed or construed as a further or continuing waiver of such condition or breach or waiver of any other or subsequent condition or the breach of any other term, covenant, representation or warranty contained in this Agreement.

16. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the intention of the parties, it will be deemed stricken and the remainder of the Agreement will remain in full force and effect.

17. Counterparts. Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed to be an original.

18. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, and assigns.

19. Entire Agreement. This Agreement and the instruments delivered pursuant hereto constitute the entire agreement between the parties hereto and supersede all prior written agreements and understanding, oral or written, between the parties relating to the subject matter hereof.

20. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida. This Agreement shall be subject to the exclusive jurisdiction of the United States District Court, Middle District of Florida, Tampa Division, in Hillsborough County in the State of Florida, and all parties hereby irrevocably submit to the jurisdiction of such courts with respect to any claim arising out or in connection with this Agreement.

21. Venue. In the event litigation should arise to enforce or interpret this Agreement, Buyer and Seller agree that the proper venue shall be in the United States District Court, Middle District of Florida, Tampa Division, in Hillsborough County in the State of Florida.

22. Remedy. In the event that the Court does not approve of the sale of the Assets, i.e., if the Contingencies are not satisfied on or before the Closing Date, Buyer acknowledges and agrees that its sole and exclusive remedy is to seek return of the Deposit from Seller. This Agreement, when duly executed by the Parties, constitute the express waiver in writing of any other remedy, whether legal or equitable, that may be available to the Buyer.

23. Indemnification. Buyer expressly acknowledges and agrees that Seller provides **NO** indemnification from and against any loss, claim and/or damage arising under any circumstance related to the Assets or this Agreement, and that Section 21 sets forth the Buyer's sole and exclusive remedy under this Agreement.

24. Broker's Commissions. Seller and Buyer represent and warrant each to the other

that they have not dealt with any real estate broker, sales person or finder in connection with this transaction. In the event of any claim for broker's or finder's fees or commissions by any party, each party shall indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. This provision shall survive the consummation of the transactions contemplated hereby.

25. Survival of Representations and Warranties. All of the respective representations and warranties of the parties to this Agreement shall survive the consummation of the transactions contemplated hereby.

26. Further Assurances. Buyer and Seller shall execute and deliver such additional documents and take such additional action as may be necessary or desirable to effectuate the provisions and purposes of this Agreement.

27. Attorneys' Fees and Costs. In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing party will be entitled to, from the non-prevailing party, reimbursement of its attorneys' fees (including, but not limited to, attorneys' fees, paralegals' fees and legal assistants' fees), costs and expenses incurred in the preparation for and in connection with any trial, appeal or bankruptcy proceeding.

[Signature Page Next]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BUYER:


TRISTATE AVIATION GROUP OF FLORIDA LLC

By: 

DONALD MARTIN KRETCHMAN,
Managing Director

SELLER:

**BURTON W. WIAND, RECEIVER OF
VENICE JET CENTER, LLC**



BURTON W. WIAND, as Receiver

EXECUTION VERSION

Exhibit A

Assets

(see attached)

EXECUTION VERSION

- F. First Office Main Hallway (Photo—50, 51, 52):
- Computer monitor (1); speaker system (1); tower (1); keyboard; (1); office chairs (2); lateral filing cabinets (2); fax , copier, printer combo (1).
- G. Various Offices on Main Hallway (Photo—24, 25, 26, 27, 28, 29, 30, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49):
- Desks (8); metal storage cabinet (1); metal rack (1); fax/copier/printer combo (1); office chairs (15); computer tower (1); various office supplies (Photo—36, 37); metal filing cabinet (1); various cleaning supplies (Photo—47, 48); water cooler (1); wooden shelving unit (1); ornate mirror (1); artificial trees (1).
 - Flight school equipments: monitor (1); keyboard (1); tower (1) (Photo—29).
- H. Kitchen (Photo—53, 54, 55, 56, 57, 58, 59, 60, 61):
- Bistro table (1) with chairs (3); black framed pictures (2); microwave (1); dishwasher (1); stainless steel refrigerator (1); stainless steel coffee carafes (2).
- I. Main Lobby (Photo—23, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87):
- Lamps (4); wall sconces (4); credenza (1); accent tables (2); coffee tables (2); end tables (2); LG LCD TV 42" (2); black leather loveseats (5); leather couch (1); airplane photographs (10); large black mirror (1); black glass lighted cabinets (2).
- J. Small Room Off of Main Lobby:
- White refrigerator (1) (Photo—101);
 - Ice machine (1) (Photo—102).
- K. Reception Desk (Photo—74, 75, 76, 77, 78, 79, 80):
- Computer monitors (2); keyboards (2); towers (2); radio systems (3); fax/copier/printer combo (1); large office copier/fax/printer (1); large paper shredder (1); combination floor safe (1); isolating fans (2).
- L. Outdoor Area:
- Digital image sign (1) (Photo—103, except the Chevron sign);
 - Flagpole (1) (Photo—104).
- II. Café (Photo—88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100):
- Tables (7); chairs (24); highchair (1); metal shelving units (3); stainless steel 3-in-1 combo sink (1); small stainless steel sink (1); mini fryer (1); burner

EXECUTION VERSION

VI. Other Assets

A. Fuel Farm Tanks and Self Service

- Above-ground 10,000 Gallon AVGAS Tank (1) (Date: 2-96 Serial No. 1062) (Photo—170, 254);
- Above-ground 10,000 Gallon JET-A Tank (1) (Date: 2-96 Serial No. 1063) (Photo—170, 254);
- Self-Service AVGAS Terminal (1) (Photo—169);
- Small Diesel Fuel Storage Tank (1) (Photo—170);
- Sump Fuel Recovery Storage Tanks (2) (Photo—171).

B. Helicopter Dolly (Photo—129, 130).

C. Various handheld radios (4) (Not Photographed).

VII. Assets Expressly Excluded:

A. Aircrafts

- Cessna 152 (Registration No. N25602) (Photo—245, 249);
- Piper 140/180 (Registration No. N4221T) (Photo—246, 247, 250);
- Beechcraft Baron B-55 (Registration No. N727AB) (Photo—188).

B. Vehicles

- 2006 Subaru Legacy Outback (1) (VIN: 4S4BP61C667338496) (Photo—251);
- 2002 Kawasaki 4 WD Mule (1) (Family ID No: 1KAXS.6172CB Manufactured in 12/01) (Photo—234);
- 2004 John Deer Buck 500cc (Product ID No: M0FFTA5010003) (1) (Photo—235);
- Chevron Sign (3) (Photo—103, 114, 167).

C. Brown leather sofa and loveseat in Building 220 (Photo—136 located in the entry area, 139 is located in old pilot's lounge).

D. True double door refrigerator and double broiler not included with restaurant assets (1) (Photo—98).

LEASE

This lease is made and executed on the 7th day of MAY, 2006, by and between the CITY OF VENICE, a Florida municipality, herein referred to as "lessor", and VENICE JET CENTER, LLC, a Florida limited liability company, herein referred to as "lessee".

WHEREAS, lessor is the owner and operator of the Venice Municipal Airport; and

WHEREAS, the premises are currently leased by the lessor to TRIPLE DIAMOND ENTERPRISES, LLC pursuant to two leases dated September 26, 1995 and March 23, 1999, both as amended; and

WHEREAS, the purpose of this lease is to consolidate the two leaseholds and to replace the September 26, 1995 and March 23, 1999 leases with one lease.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. DESCRIPTION OF PREMISES

Lessor leases to lessee and lessee rents from lessor, for the purpose of conducting business as a fixed base operator, and for no other purpose, the following described premises located in Venice, Florida:

Exhibit "A" attached hereto.

As used in this lease, the term "premises" refers to the real property described above and to any improvement located on the property from time to time during the term of this lease.

2. TERM

The initial term of this lease shall be for 25 years, commencing on June 1, 2006 and ending

on May 31, 2031. As used in this lease, the expression "term of this lease" refers to such initial term and to any renewal of the lease as outlined herein.

3. RENT

The lessee shall pay rent in the amount of \$9,580.59 per month, in advance, on the first day of each month beginning on June 1, 2006 and continuing on the first day of each and every month thereafter throughout the term of this lease and subject to the rent adjustments provided for herein. The rent shall be paid to lessor without notice or demand and without abatement, deduction, or setoff. A late charge equal to 5% of the rent payment shall be assessed for each rent payment paid ten or more days after its due date. In addition, Lessee shall pay sales tax on all rent payments.

The rent specified herein shall be net to lessor and all costs, expenses, and obligations of every kind related to the leased property which may arise or become due during the term of this lease shall be paid by lessee. Lessor shall be indemnified by lessee against such costs, expenses and obligations.

The total annual rent for subsequent years of the term of this lease shall be adjusted every three years commencing on June 1, 2009 based on fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. Said adjustment shall be made on June 1 and shall be effective for the ensuing three year period. Each rental adjustment shall be the result obtained by multiplying the then existing total annual rent by a fraction, the numerator of which shall be the Index for the month preceding the month in which the adjustment is made and the denominator of which shall be the Index for the month three years preceding the month from which the Index used in the numerator was chosen.

It is the parties intent that the total annual rent shall be increased by the same percent amount as the percent increase in the Index during the three year period preceding the adjustment. In no event shall the total annual rent ever be decreased.

Should the Bureau of Labor Statistics change the manner of computing the subject Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of the subject Index be discontinued by the Bureau of Labor Statistics, then whichever Index published by the United States Government most nearly approximating said discontinued Index shall be used in making the adjustments provided for herein.

4. WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that lessor is seized of the leased premises in fee simple and has full right to make this lease and that lessee shall have quiet and peaceable possession of the leased premises during the term of this lease.

5. DELIVERY OF POSSESSION

If, for any reason whatsoever, lessor cannot deliver possession of the leased premises to lessee at the commencement of the lease term, as specified above, this lease shall not be void or voidable, nor shall lessor be liable to lessee for any loss or damage resulting from the inability to deliver possession; in that event there shall be a proportionate reduction of rent covering the period between the commencement of the lease term and the time when lessor can deliver possession.

6. USES PROHIBITED

Lessee shall not use or permit the leased premises, or any part of them, to be used for any purposes other than the purposes for which the premises are leased. No use shall be made or

permitted to be made of the premises, or acts done, that will cause a cancellation of any insurance policy covering the building located on the premises, or any part of the premises; nor shall lessee sell, or permit to be kept, used, or sold, in or about the premises, any article prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the leased premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this lease, covering any building and appurtenances at any time located on the leased premises.

7. WASTE AND NUISANCE PROHIBITED

During the term of this lease, lessee shall comply with all applicable laws affecting the leased premises. Lessee shall not commit or suffer to be committed any waste on the leased premises, or any nuisance.

8. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term of this lease. If lessee abandons, vacates, or surrenders the leased premises, or is dispossessed by process of law, or otherwise, any personal property belonging to lessee and left on the premises shall be deemed to be abandoned, at the option of lessor, except such property as may be encumbered to lessor.

9. LESSOR'S RIGHT OF ENTRY

Lessee shall permit lessor and the agents and employees of lessor to enter the leased premises at all reasonable times for the purpose of inspecting them, or for the purpose of posting notices of nonresponsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to lessee for any loss of occupation or quiet enjoyment of the premises.

10. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the leased premises, together with all buildings and improvements placed by lessee on the premises, as security for any indebtedness of lessee. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of the instrument, or any sale under the instrument, either by judicial proceedings or by virtue of any power reserved in the mortgage or deed of trust, or conveyance by lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this lease, or as an assumption by the holder of such indebtedness personally of the obligations of this lease. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve lessee from its liability under this lease.

If lessee shall encumber its leasehold interest and estate in the leased premises, and if lessee or the holder of the indebtedness secured by the encumbrance shall give notice to lessor of the existence of the encumbrance and the address of the holder, then lessor will mail or deliver to the holder, a duplicate copy of all notices in writing which lessor may, from time to time, give to or serve on lessee under and pursuant to the terms and provisions of this lease. Copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served on lessee. Holder may, at its option, at any time before the rights of lessee shall be terminated as provided in this lease, pay any of the rents due under this lease, or pay any taxes and assessments, or do any other act or thing required of lessee by the terms of this lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this lease, or to prevent the termination of this lease. All payments so made, and all things so done and

performed by the holder shall be as effective to prevent a foreclosure of the rights of lessee under the lease as they would have been if done and performed by lessee.

11. SUBLETTING AND ASSIGNMENT

Lessee shall not assign this lease, or any interest in this lease, or sublet the leased premises, or any part of the premises, or any right or privilege appurtenant to it, or allow any person other than lessee and lessee's agents and employees to occupy or use the premises or any part of them, without first obtaining lessor's written consent, which consent shall not be unreasonably withheld. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this lease at the lessor's option. Lessee's interest in this lease is not assignable by operation of law without lessor's written consent.

12. NOTICES

All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party to this lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO LESSOR: City Clerk, Venice City Hall, 401 W. Venice Ave., Venice, FL 34285

TO LESSEE: 1618 Main Street, Sarasota, FL 34236

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

13. TAXES AND ASSESSMENTS

- a. Taxes as additional rent. As additional rent under this lease, lessee shall pay and

discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever. This includes all governmental charges regardless of name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the leased premises, or any part of the premises, the leasehold of lessee here, the premises described here, any building or buildings, or other improvements now or which will be made in the future, on or against lessee's estate which may be a subject of taxation, or on or against lessor by reason of its ownership of the fee underlying this lease, during the entire term of this lease, excepting only those taxes specifically excepted below.

b. Assessments affecting improvements. Specifically and without in any way limiting the generality of the above, lessee shall pay all special assessments, levies or charges made by any municipal or political subdivision for local improvements. They shall be paid in cash as they are due and before they become delinquent. They shall be paid as required by the act and proceedings under which any assessments, levies or charges are made by any municipal or political subdivision. If the right is given to pay either in one sum or in installments, lessee may elect either mode of payment, and its election shall be binding on lessor. If, by making any such election to pay in installments, any of the installments shall be payable after the termination of this lease or any extended term of this lease, the unpaid installments shall be prorated as of the date of termination, and amounts payable after such date shall be paid by lessor. All of the taxes and charges under this Section 13 shall be prorated at the commencement and expiration of the term of this lease.

c. Contesting taxes. If lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed to be paid by lessee, lessee shall

be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which lessee is so contesting, until final determination of the contest, on giving to lessor written notice prior to the commencement of any such contest, which shall be at least ten days prior to delinquency, and on protecting lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any contest.

d. **Receipts.** Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required under this lease to be paid by lessee, promptly on payment of them.

14. USE OF PREMISES

Lessee may conduct any commercial aeronautical activity permitted under the Minimum Standards for Commercial Aeronautical Activities at Venice Municipal Airport and for which it meets all of the general operational requirements and the applicable minimum standards. A copy of such standards is attached hereto as Exhibit "B". Lessee shall abide by and conform to all laws, rules, regulations, and requirements applicable now, and as may be adopted in the future, to the demised premises and to any activities conducted thereon.

15. REPAIRS AND DESTRUCTION OF IMPROVEMENTS

a. **Maintenance of improvements.** Lessee shall, throughout the term of this lease, at its own cost, and without any expense to lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the premises, and all appurtenances to the premises, including sidewalks adjacent to the premises, in good, sanitary, and neat order, condition and repair, and, except as specifically provided in this lease, restore and rehabilitate any

improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the leased premises or any other buildings or improvements on it. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the premises, the improvements on the premises, or any activity or condition on or in such premises.

b. Damage to and destruction of improvements. The damage, destruction, or partial destruction of any building or other improvement that is part of the premises shall not release lessee from any obligation under this lease, except as expressly provided below. In case of damage to or destruction of any such buildings or improvement, lessee shall at its own expense promptly repair and restore the building or improvement to a condition as good or better than that which existed prior to the damage or destruction. Without limiting such obligations of lessee, it is agreed that the proceeds of any insurance covering the damage or destruction shall be made available to lessee for repair or replacement.

16. UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises. Lessor shall have no responsibility of any kind for any of such costs and expenses.

17. LIENS

a. Lessee's duty to keep premises free of liens. Lessee shall keep all of the premises and

every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of lessee, any alteration, improvement, or repairs or additions which lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by lessee on or about the premises, or any obligations of any kind incurred by lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify lessor and all of the premises and all buildings and improvements on the premises against all liens and claims of liens and suits or other proceedings pertaining to those liens. Lessee shall give lessor written notice no less than thirty days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of \$5,000 in order that lessor may post appropriate notices of lessor's nonresponsibility.

b. Contesting liens. If lessee desires to contest any lien, it shall notify lessor of its intention to do so within ten days after the filing of the lien. In such a case, and provided that lessee shall on demand protect lessor by a good and sufficient surety bond against any lien and cost, liability, or damage arising out of such contest, lessee shall not be in default under this lease until ten days after the final determination of the validity of the lien, within which time lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until executions had on any judgment rendered on it, and such delay shall be a default of lessee under this lease. In the event of any such contest, lessee shall protect and indemnify lessor against all loss, expense, and damage resulting from the contest.

18. INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by lessee or by any person who may at any time be using or occupying or visiting the leased premises or be in, on, or about the premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing. Lessee shall indemnify lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against lessor for damages to the building and improvements that are now on or will later be placed or built on the premises and to the property of lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. The three preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of lessor, its agents, or employees.

19. ATTORNEYS' FEES

If any action at law or in equity shall be brought to recover any rent under this lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this lease, or for the recovery of the possession of the leased premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

20. OPTION TO RENEW

Lessor grants to lessee, subject to the conditions set forth below, the right and option to renew this lease for a period of five years, beginning on June 1, 2031, and expiring on May 31, 2036, at the rent amount in effect at the end of the initial term as provided for in Section 3 of this lease, and otherwise subject to and on all of the terms and conditions herein contained including the rent adjustments as provided for in Section 3 of this lease. This option must be exercised by the giving to lessor, on or before December 31, 2030, a written notice to exercise this option by lessee, but lessee shall in no event be entitled to renew the term of this lease, even though notice is timely given, unless lessee shall have timely performed all of its obligations under this lease, and shall not be in default in the performance of any of its obligations, on the date of the expiration of the initial term of this lease.

21. REDELIVERY OF PREMISES

Lessee shall pay the rent and all other sums required to be paid by lessee under this lease in the amounts, at the times, and in the manner provided in this lease, and shall keep and perform all the terms and conditions of this lease on its part to be kept and performed, and at the expiration or sooner termination of this lease, lessee shall peaceably and quietly quit and surrender the premises to lessor in good order and condition subject to the other provisions of this lease. In the event of the non-performance by lessee of any of the covenants which lessee has undertaken, this lease may be terminated as provided in this lease.

22. REMEDIES CUMULATIVE

All remedies conferred on lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

23. INSURANCE

Lessee shall, at all times during the term of this lease and at lessee's sole expense, maintain the following insurance coverages:

a. **General Liability:** Coverage for premises and operations, products and completed operations, collapse, underground and explosion coverage, owner's and contractor's protective, contractual and personal injury coverage, or commercial general liability or comprehensive general liability containing same with limits no less than One Million Dollars (\$1,000,000.00) combined single limit.

b. **Airport Premises Liability** with limits no less than One Million Dollars (\$1,000,000.00) combined single limit.

c. **Hangars Keepers Liability** with limits equal to or greater than actual exposure.

d. **Aircraft Liability** with limits no less than One Million Dollars (\$1,000,000.00) combined single limit.

e. **Property Insurance on Buildings:** Fire and Common "Special Form" perils with limits no less than agreed value of building and improvements. Windstorm with limits no less than agreed value of building and improvements. Flood with limits no less than agreed value of building and improvements.

f. **Storage Tank Liability** with limits no less than One Million Dollars (\$1,000,000.00) combined single limit.

The policies of insurance shall be primary and written on forms acceptable to lessor and placed with insurance carriers approved and licensed by the State of Florida.

All policies required herein are to be written on an occurrence basis and shall name the

lessor, its Agents and Employees as additional insured, shall provide for any loss to be payable to lessor and lessee as their interest may appear, shall require any loss adjustment to have the written consent of lessor and lessee, and the insurer(s) shall agree to waive all rights of subrogation against the lessor, its Agents and Employees. Each policy required by this Agreement shall:

1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.

2. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to lessor.

The procuring of such required policy or policies of insurance shall not be construed to limit lessee's liability nor to fulfill the indemnification provisions and requirements of this lease. Notwithstanding said policy or policies of insurance, lessee shall be obligated for the full and total amount of any damages, injury or loss caused by lessee's negligence or neglect connected with this Lease.

24. PROHIBITION OF INVOLUNTARY ASSIGNMENT

Neither this lease nor the leasehold estate of lessee nor any interest of lessee under the lease in the demised premises or in the building or improvements on the premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, except through statutory merger, consolidation, devise or intestate succession. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

25. NOTICE OF DEFAULT

Except as to the provisions of Section 11 of this lease, lessee shall not be deemed to be in default under this lease in the payment of rent or the payment of any other moneys required in this agreement, or in the furnishing of any bond or insurance policy when required unless lessor shall first give to lessee written notice of the default and lessee fails to cure the default within five days.

Except as to the provisions or events referred to in the preceding sentence of this section, lessee shall not be deemed to be in default under this lease unless lessor first gives to lessee written notice of the default, and lessee fails to cure the default within a ten-day period or, if the default is of such a nature that it cannot be cured within ten days, lessee fails to commence to cure the default within such period of ten days or fails to proceed to the curing of the default with all possible diligence.

26. DEFAULT

In the event of any breach of this lease by lessee, lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of lessee. Should lessor elect to re-enter, as provided in this agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, lessor may either terminate this lease or it may from time to time, without terminating this lease, re-let the leased premises or any part of the premises for such term or terms, which may be for a term extending beyond the term of this lease, and at such rent or rents and on such other terms and conditions as lessor in its sole discretion may deem advisable with the right to make alternations and repairs to the leased premises. On each such re-letting:

(a) Lessee shall be immediately liable to pay to lessor, in addition to any indebtedness other than rent due under this lease, the expenses of re-letting and of any alterations and repairs, incurred by lessor, and the amount, if any, by which the rent reserved in this lease for the period of re-letting, up to but not beyond the term of this lease, exceeds the amount agreed to be paid as rent for the leased premises for the period of re-letting; or

(b) At the option of lessor, rents received by lessor from re-letting shall be applied, first, to the payment of any indebtedness, other than rent due under this lease from lessee to lessor; second, to the payment of any expenses of re-letting and of any alterations and repairs; third, to the payment of rent due and unpaid under this lease; and the remainder, if any, shall be held by lessor and applied in payment of future rent as the rent may become due and payable under this lease.

If lessee has been credited with any rent to be received by re-letting under above option (a), and the rent shall not be promptly paid to lessor by the new tenant, or if rentals received from re-letting under above option (b) during any month is less than that to be paid during that month by lessor under this lease, lessee shall pay any deficiency to lessor. The deficiency shall be calculated and paid monthly. No re-entry or taking possession of the leased premises by lessor shall be construed as an election on the part of lessor to terminate this lease unless a written notice of such intention is given to lessee or unless the termination of the lease is decreed by a court of competent jurisdiction.

Notwithstanding any re-letting without termination, lessor may at any time after that elect to terminate this lease for any previous breach. Should lessor at any time terminate this lease for any breach, in addition to any other remedy it may have, lessor may recover from lessee all damages incurred by reason of the breach, including the cost of recovering the premises, and including the

worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from lessee to lessor.

27. LESSOR'S RIGHT TO PERFORM

In the event that lessee by failing or neglecting to do or perform any act or thing provided for in this lease, defaults under this lease and the failure continues for a period of ten days after written notice from lessor specifying the nature of the act or thing to be done or performed, then lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing, entering on the leased premises for such purpose, if lessor shall so elect, and lessor shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to lessee on account of it and lessee shall repay to lessor on demand any expenses, including compensation to the agents and employees of lessor. Any act or thing done by lessor pursuant to the provisions of this section shall not be construed as a waiver of any such default by lessee, or as a waiver of any covenant, term, or condition contained in this lease or the performance of it, or of any other right or remedy of lessor. All amounts payable by lessee to lessor under any of the provisions of this lease, if not paid when the amounts become due as in this lease provided, shall bear interest from the date they become due until paid at the rate of ten percent per year, compounded annually.

28. EFFECT OF EMINENT DOMAIN

a. Effect of total condemnation. In the event the entire leased premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate and expire as of the date of the taking, and lessee shall then be released

from any liability accruing under this lease after that date.

b. Effect of partial condemnation. In the event a portion of the leased premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by lessee, or if the remainder of the property is not one undivided parcel of property, lessee shall have the right to terminate this lease as of the date of the taking on giving to lessor written notice of the termination within ten days after lessor has notified lessee in writing that the property has been appropriated or taken.

In the event of partial taking and lessee does not terminate this lease, this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by lessee during the remainder of the term, subject to adjustment as provided in the rent adjustment provisions of Section 3 of this lease, shall be determined in the manner provided for above in the rent adjustment provisions. That determination shall not affect or change the times at which lessor may require an adjustment in rent under the provisions; however, the words "which in no event shall be less than the rent then being paid by lessee" appearing in the rent adjustment provisions shall not apply with respect to the determination, but shall apply with respect to any subsequent adjustment under the provisions.

c. Condemnation award. In the event of the termination of this lease by reason of the total or partial taking of the premises by eminent domain, then in any condemnation proceedings lessor and lessee shall be free to make claim against the condemning or taking authority of the amount of any damage done to them, respectively, as a result of the taking.

In the event of a partial taking of the premises and this lease is not terminated, then lessee shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the leased premises by lessee and located on the

premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending twenty years thereafter.

29. SURRENDER OF LEASE

The voluntary or other surrender of this lease by lessee, or a mutual cancellation of this lease, shall not work a merger, and shall, at the option of lessor, terminate all or any existing subleases or sub-tenancies, or may, at the option of lessor, operate as an assignment to it of any or all such subleases or sub-tenancies.

30. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

On termination of this lease for any cause, lessor shall become the owner of any building or improvements on the leased premises.

31. WAIVER

The waiver by lessor of, or the failure of lessor to take action with respect to any breach of any term, covenant, or condition contained in this lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the lease. The subsequent acceptance of rent under this lease by lessor shall not be deemed to be a waiver of any preceding breach by lessee of any term, covenant, or condition of this lease, other than the failure of lessee to pay the particular rental so accepted, regardless of lessor's knowledge of the preceding breach at the time of acceptance of rent.

32. EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this lease, with consent of lessor, shall be construed to be a tenancy from month to month, at the same monthly rent as required to be paid

by lessee for the period immediately prior to the expiration of the term of this lease, and shall otherwise be on the terms and conditions specified in this lease, so far as applicable.

33. PARTIES BOUND

The covenants and conditions contained in this lease shall, subject to the provisions as to assignment, transfer, and sub-letting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this lease; and all of the parties to this lease shall be jointly and severally liable under the lease.

34. TIME OF THE ESSENCE

Time is of the essence of this lease, and of each and every covenant, term, condition, and provision of this lease.

35. SECTION CAPTIONS

The captions appearing under the section number designations of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

36. NONDISCRIMINATION

The lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the lessee shall use the premises in

compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, lessor shall have the right to terminate the lease and to reenter as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

37. AIRPORT PROTECTION

It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

38. PROPERTY RIGHTS RESERVED

This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the lessor pertaining to the Venice Airport.

39. EXCLUSIVE RIGHTS

Notwithstanding anything contained herein to the contrary, the privileges and rights granted to the lessee under this lease are non-exclusive and the lessor reserves the authority to grant similar privileges and rights to another operator or to other operators on other parts of the airport.

40. FUEL FLOWAGE FEES

If the lessee elects to dispense fuel on the Airport as a term and condition of this lease, then he shall pay fuel flowage fees as provided herein.

The fuel flowage fees to be paid to the lessor shall be five cents (\$0.05) per gallon. The flowage fees are required to be paid by the lessee to the lessor within ten (10) days of fuel delivery. The lessee agrees to pay a late charge of five (5%) percent of the bill if payment has not been rendered to lessor within the required time frame. The lessee agrees to provide the lessor with a copy of the fuel delivery receipt from the petroleum vendor indicating amount of product received.

41. SIGNS AND ADVERTISING

Lessee shall not erect and will not allow to be erected any outdoor advertising, sign, or poster or any other advertising device of whatever kind or nature without prior written approval of lessor,

which written approval shall not be unreasonably withheld, provided the business to be advertised is the business of lessee situated on the demised premises and said sign does not violate the rules or regulations of lessor, shall comply with applicable zoning regulations and shall be compatible in appearance with the adjacent facilities and improvements.

42. OPERATION OF THE FACILITY

The lessee shall operate its business in the demised premises continuously, and without interruptions, throughout the term of this lease. Lessee agrees to operate its fuel service continuously from 8:00 a.m. to 5:00 p.m., seven (7) days a week, and to respond to customer calls within one (1) hour at all other times. All other functions specified in Section 14 shall be provided by lessee during regular work hours. The purpose of such covenant is to ensure to the lessor maximum revenue from contracts setting charges for fuel flowage fees and other fees as well as to ensure to the public the availability of the services to be rendered by lessee.

43. AERONAUTICAL ADVISORY STATIONS/UNICOM

During the business hours of the lessee, the Unicom must provide service to any aircraft station, upon request, without discrimination and is an air/ground radio communication station to provide airport information at public use airports where there is no tower. The Unicom station may provide pilots, upon request, with weather information, wind direction, the recommended runway or other necessary information. Its use is limited to the necessities of safe and expeditious operation of aircraft and, secondarily, communications may be transmitted concerning ground transportation requests. The Unicom station is licensed to the City of Venice by the Federal Communication Commission for operation at the Venice Municipal Airport. The lessee is assigned the responsibility and operation of the Unicom station in accordance with Federal Communication Commission, U.

S. Department of Transportation and Federal Aviation Administration Advisory Circulars pertaining to its function on behalf of the lessor. The relocation of the Unicom station for assignment of operation and/or responsibility may be only authorized by the lessor.

44. TRANSIENT AIRCRAFT PARKING

Parcels "C" and "D" at the Venice Municipal Airport are rented to the general public for the purposes of parking aircraft. The lessor has established lease forms, terms and conditions for the rental of such space and the lessee has personnel available at the Venice Municipal Airport to execute, administer and collect the rent for such aircraft parking. Therefore it is agreed that lessee shall, on behalf of the lessor, execute, administer and collect the rent for such aircraft ramp parking designated by lessor. All of the parking fees shall be executed and administered by the lessee on appropriate forms provided by the lessor and in accordance with the terms and conditions lawfully established by the lessor. The lessee shall provide the necessary tie-down ropes and/or chains for securing aircraft at the aircraft ramp lease locations. The lessee shall retain one-half of all rent due as its fee for services herein provided. The remaining one-half of any rent due to the lessor shall be paid to the lessor by the fifth (5th) day of each month, or a five percent (5%) late charge of the previous month's fee shall be assessed by the lessor. The lessee shall maintain a complete record concerning all rents due and the lessor shall have the right to inspect all such records. The lessee shall indemnify the lessor for any claims or liability resulting from the lessee's performance of or failure to perform accordingly.

The contents of this paragraph do not apply to tie-down parcels "A", "B", "F" and "G" as they are leased by lessor to lessee as part of this lease and are included in the rent pursuant to paragraph three of this lease.

45. DEMOLITION AND CONSTRUCTION OF IMPROVEMENTS

On or before May 31, 2011 the lessee shall, at lessee's sole expense, demolish the two aircraft hangars currently located on the premises; design, permit and construct an aircraft hangar consisting of at least 10,000 square feet; and apply a new Northern Mediterranean exterior finish to the administration building currently located on the premises.

The plans and specifications for these improvements shall be submitted to the lessor for lessor's approval and permitting and construction shall not commence until the lessee obtains written approval of the plans and specifications from the lessor.

LESSOR

CITY OF VENICE, FLORIDA

BY: 
FRED HAMMETT, MAYOR

ATTEST:


LORI STELZER, City Clerk

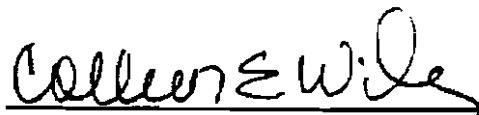
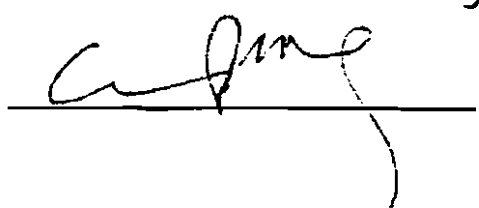
Approved By City Council

Date: 5-23-2006

LESSEE

VENICE JET CENTER, LLC

BY: 
ARTHUR NADEL, MEMBER

DESCRIPTION:

A PARCEL OF LAND LYING AND BEING IN SECTION 19, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, CITY OF VENICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 83.75 FEET SOUTH OF AND 56.88 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 381, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION", PLAT BOOK 20, PAGES 7-A & 7-B, SARASOTA COUNTY, FLORIDA; THENCE ALONG A CURVE TO THE LEFT, HAVING: A RADIUS OF 907.26 FEET, A CENTRAL ANGLE OF 08°20'23", A TANGENT LENGTH OF 66.14 FEET, A CHORD BEARING OF N.82°26'22"E. AND A CHORD LENGTH OF 131.94 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND ALONG A LINE THAT IS 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE EXISTING EDGE OF PAVEMENT OF AIRPORT AVENUE FOR THE NEXT TWO (2) CALLS, AN ARC LENGTH OF 132.06 FEET TO THE END OF SAID CURVE; THENCE N.78°35'52"E., A DISTANCE OF 424.29 FEET TO THE INTERSECTION WITH A LINE THAT IS 1.00 FOOT WESTERLY OF AN EXISTING SIX (6) FOOT CHAIN LINK FENCE; THENCE S.00°15'37"W., ALONG A LINE THAT IS 1.00 FOOT WESTERLY OF, NORTHWESTERLY OF AND NORTHERLY OF SAID FENCE FOR THE NEXT THREE (3) CALLS; A DISTANCE OF 155.29 FEET; THENCE S.45°26'29"W., A DISTANCE OF 162.24 FEET; THENCE N.89°28'45"W., A DISTANCE OF 430.94 FEET; THENCE N.00°10'57"E., A DISTANCE OF 163.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 110,278 SQUARE FEET, MORE OR LESS.

265,824.9
S9'
= 6.1025 acres

EXHIBIT "A3"

Article Number	Date	Article Mark	Article Mark
Article Number	Date	Article Mark	Article Mark
Article Number	Date	Article Mark	Article Mark
Article Number	Date	Article Mark	Article Mark
Article Number	Date	Article Mark	Article Mark
Article Number	Date	Article Mark	Article Mark

LEGEND	
(P)	Field Information
(S)	Good Measurements
(C)	Computed Information
(A)	Assumed Distance or Angle

NOTES	
Boundary lines are assumed and do not refer to the land involved.	
Distances if shown are shown as shown and refer to the National Standard Meridian Datum of 1928.	
Subject to easements and rights of way of record which we and others have.	

See Upper Left for more Abbreviations

SURVEYOR'S CERTIFICATE

I hereby certify that a survey was made this day of the property as described and shown herein, and that the survey and plat are accurate and correct to the best of my knowledge and belief, and that this survey complies with the Uniform Standards and Acts by the Florida Board of Professional Surveyors and Mapmakers to Chapter 29017-6 Florida Administrative Code promulgated by the State of Florida, Florida Statutes.

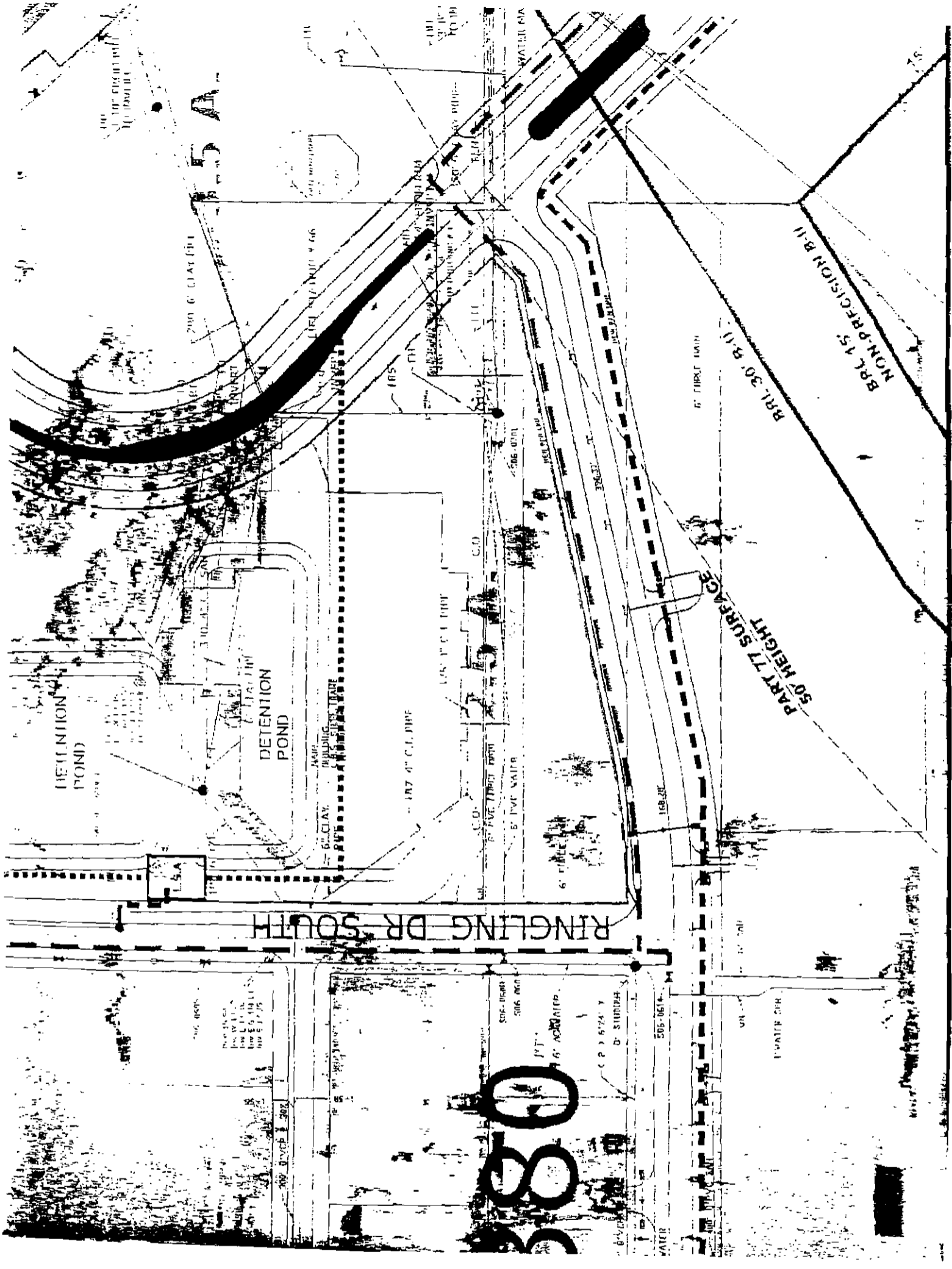
[Signature]
MICHAEL D. HORTLICK
Registered Surveyor and Mapper No. 2190
State of Florida

BINGHAM SURVEYING, INC. LB 2812

DATE: 2/26/03

PLACES II MARKS THE BOUNDARY AND THE OFFICIAL BOUNDARY LINE OF A PARCEL ACCORDING TO THE PLAT AND THE OFFICIAL RECORD OF THE MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

265,824.9



5 A

DETENTION POND

DETENTION POND

RINGLING DR SOUTH

880

PART 77 SURFACE
50' HEIGHT

PART 15
NON-PRECISION B.I.I.

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100
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2000' C. CLAY PIPE

18" C.I. PIPE

18"

18" C.I. PIPE

6" PVC WATER

6" PVC WATER

6" PVC WATER

6" PVC WATER

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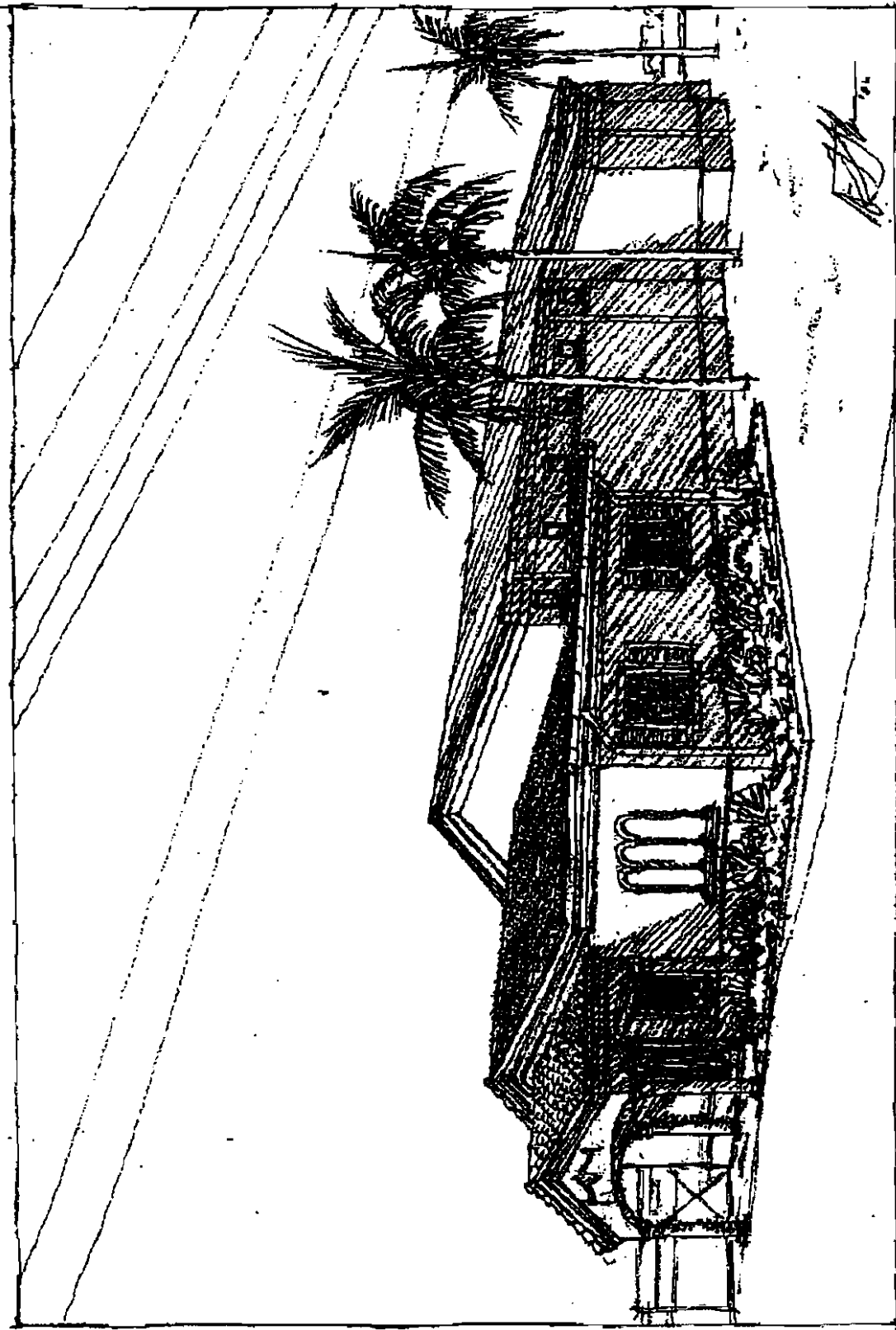
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Ranch Draft



002/002

04/07/2008 FRI 9:53 FAX

Triple Manned

TEL: 941-493-8000

FAX: 941-497-5160

PARCEL A

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 375, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION", AS RECORDED IN PLAT BOOK 20, PAGES 7, 7-A AND 7-B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR A POINT OF COMMENCEMENT; THENCE, ALONG THE NORTH RIGHT-OF-WAY LINE OF AIRPORT AVENUE (80 FOOT RIGHT-OF-WAY), NORTH 89° 22' 48" WEST, 187.97 FEET; THENCE SOUTH 00° 49' 48" WEST, 80.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT AVENUE, (80 FOOT RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89° 22' 48" EAST, 340.90 FEET; THENCE SOUTH 00° 49' 48" WEST, 394.02 FEET; THENCE NORTH 89° 10' 12" WEST, 450.40 FEET; THENCE NORTH 00° 49' 48" EAST, 165.18 FEET; THENCE NORTH 89° 10' 12" WEST, 530.81 FEET; THENCE NORTH 0° 37' 12" EAST, 166.82 FEET; THENCE SOUTH 89° 37' 12" EAST, 531.42 FEET; THENCE NORTH 0° 49' 48" EAST, 60.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ABOVE DESCRIBED AIRPORT AVENUE, (80 FOOT RIGHT-OF-WAY); THENCE SOUTH 89° 22' 48" EAST. ALONG SAID RIGHT-OF-WAY LINE, 109.50 FEET TO THE POINT OF BEGINNING. ALL LYING IN AND BEING A PART OF SECTION 19, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA. CONTAINS: 6.1025 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

NOTE: BEARINGS AS SHOWN HEREON REFER TO THE PLAT OF "VENICE AIRPORT SUBDIVISION", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGES 7, 7-A AND 7-B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

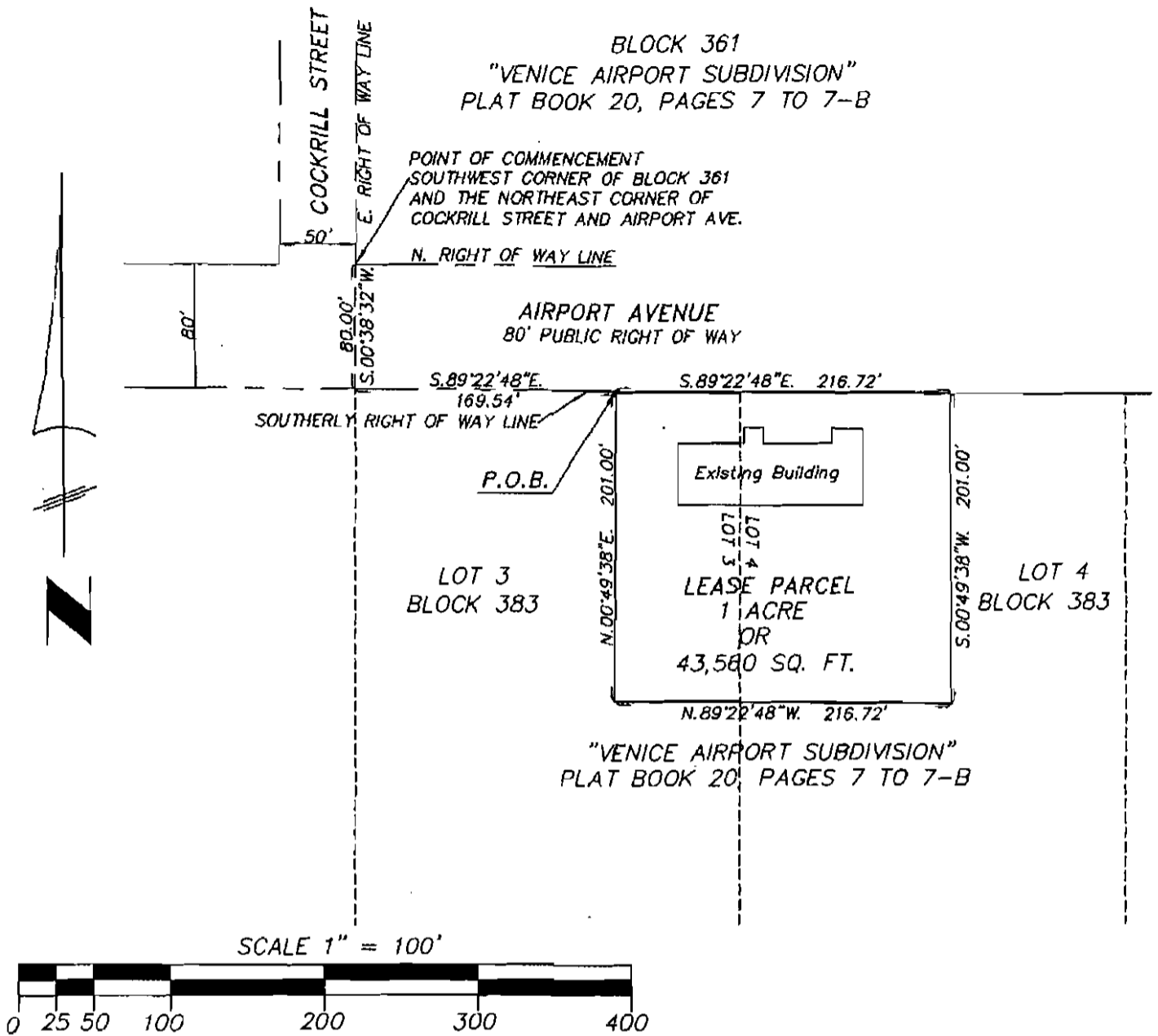
FOR: VENICE AVIATION SERVICES.
DATE: FEB. 4, 2003.
FILE NO: 83-08-15-03

CERTIFIED AS TO DESCRIPTION ONLY.
NOT A BOUNDARY SURVEY.

DLE
DANIEL E. LEMONDE, P.L.S.
STATE OF FLORIDA CERT. NO. 2909

EXHIBIT "A"

SKETCH & DESCRIPTION



DESCRIPTION OF LEASE PARCEL FOR "WASS AIR" AT THE "VENICE AIRPORT", CITY OF VENICE, SARASOTA COUNTY, FLORIDA

A LEASE PARCEL LYING AND BEING IN SECTION 19, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND BEING A PART OF LOTS 3 & 4, BLOCK 383, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION" AS RECORDED IN PLAT BOOK 20 AT PAGES 7 TO 7-B, INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AIRPORT AVENUE AND COCKRILL STREET, BEING THE SOUTHWEST CORNER OF BLOCK 361, ACCORDING TO THE PLAT OF "VENICE AIRPORT SUBDIVISION" AS RECORDED IN PLAT BOOK 20 AT PAGES 7 TO 7B OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA,; THENCE S. 00°38'32"W., A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE, A 80' WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE SAID PLAT OF "VENICE AIRPORT SUBDIVISION"; THENCE S. 89°22'48"E., ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE A DISTANCE OF 169.54 FEET TO THE POINT OF BEGINNING; THENCE S. 89°22'48"E., CONTINUE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF AIRPORT AVENUE A DISTANCE OF 216.72 FEET; THENCE S. 00°49'38"W., A DISTANCE OF 201.00 FEET; THENCE N. 89°22'48"W., A DISTANCE OF 216.72 FEET; THENCE N. 00°49'38"E., A DISTANCE OF 201.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 43,560 SQUARE FEET OR 1.00 ACRES, MORE OR LESS.

RAYMOND T. BRIGHAM
PROFESSIONAL LAND SURVEYOR NO. 2670
STATE OF FLORIDA

PREPARED BY: BRIGHAM SURVEYING, INC.
LAND SURVEYORS
712 SHAMROCK BLVD.
VENICE, FLORIDA 34293
PH. (941) 493-4430

NOTE: THIS IS NOT A BOUNDARY SURVEY.
DATE: FEBRUARY 15, 1999

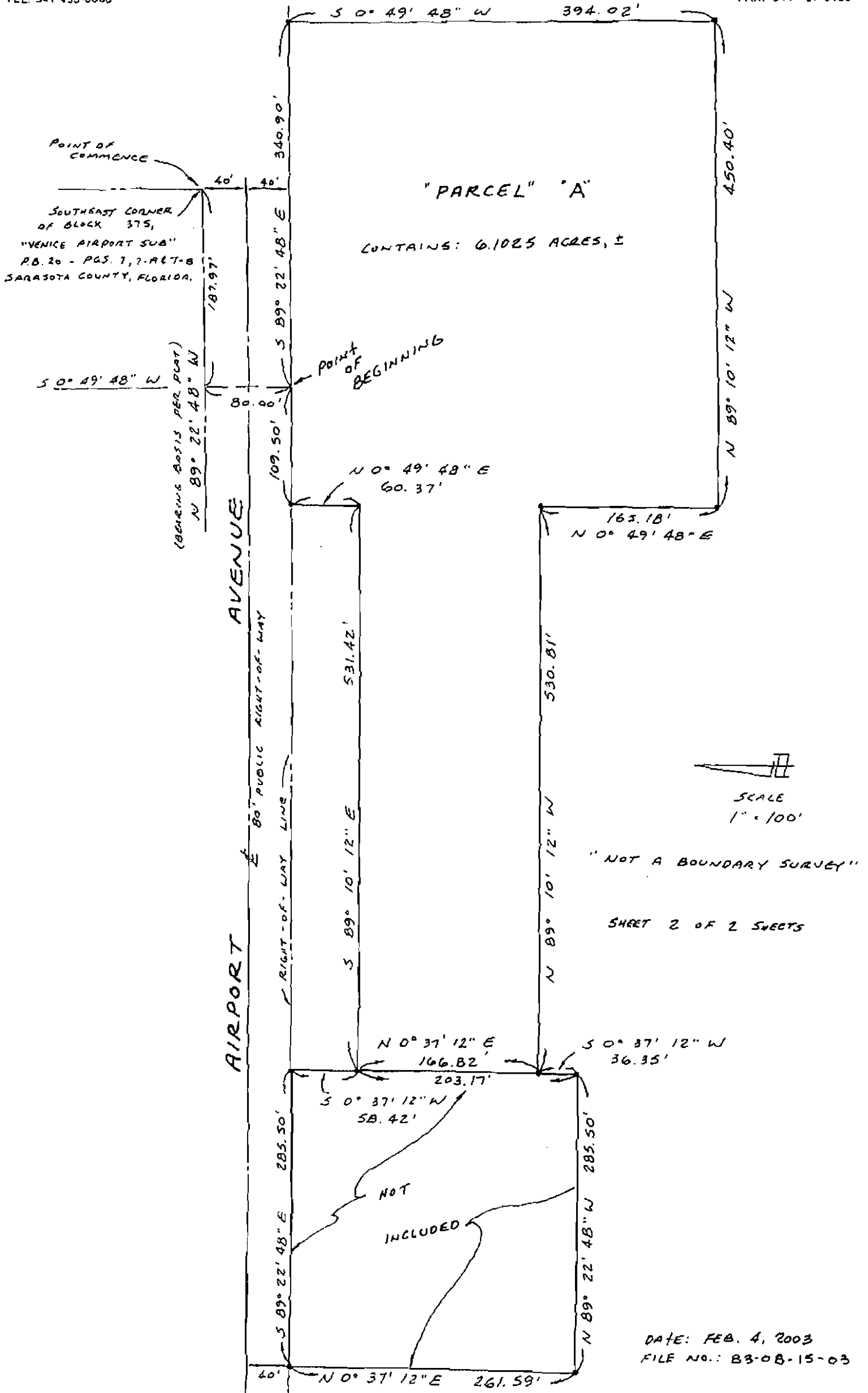
EXHIBIT "A2"

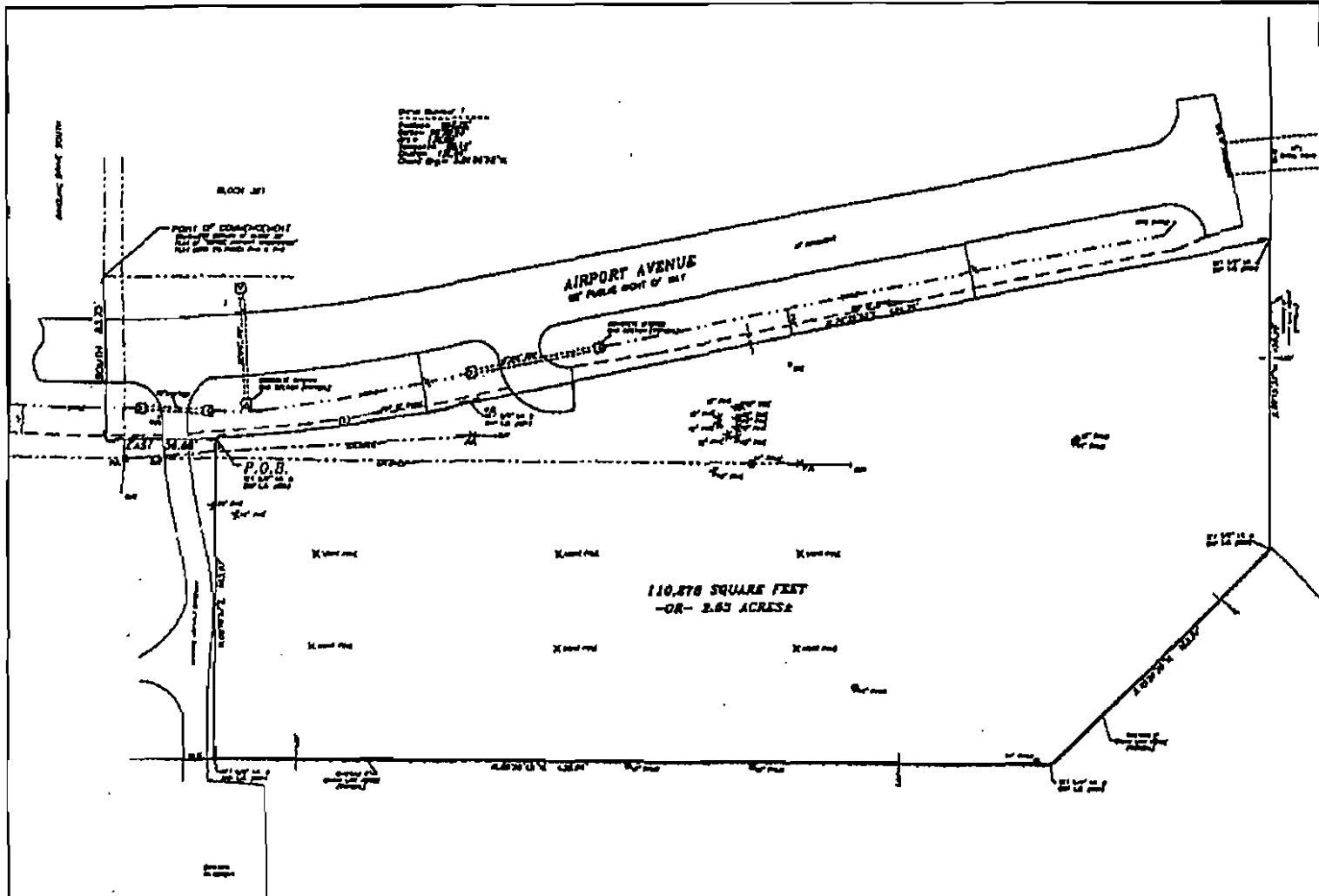
LEMONDE AND CO. INC.

SURVEYORS OF LAND
2210 S. TAMiami TRAIL, SUITE 8
VENICE, FLORIDA 34293

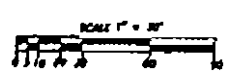
TEL: 941-493-8000

FAX: 941-497-5160





NOTE: LOT ELEVATIONS & UNDERPINNING MARKERS ARE NOT SHOWN



NOTE: THE UNDERPINNING PLAT OF "YOUNG AIRPORT SUBDIVISION" IS NOT SHOWN

DESCRIPTION:

A PARCEL OF LAND LYING AND BEING IN SECTION 18, TOWNSHIP 38 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, CITY OF YOUNG, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 82.73 FEET SOUTH OF AND 36.30 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 261, ACCORDING TO THE PLAT OF "YOUNG AIRPORT SUBDIVISION", PLAT BOOK 20, PAGES 7-4 & 7-6, SARASOTA COUNTY, FLORIDA; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 302.26 FEET, A CENTRAL ANGLE OF 09°02'21", A TANGENT LENGTH OF 64.11 FEET, A CHORD BEARING OF N.82°28'33"E, AND A CHORD LENGTH OF 134.94 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND ALONG A LINE THAT IS 30.00 FEET SOUTHWEST OF AND PARALLEL WITH THE EXISTING EDGE OF PAVEMENT OF AIRPORT AVENUE FOR THE NEXT TWO (2) CALLS; AN ARC LENGTH OF 132.00 FEET TO THE END OF SAID CURVE; THENCE N.78°15'57"E, A DISTANCE OF 124.29 FEET TO THE INTERSECTION WITH A LINE THAT IS 1.00 FOOT WESTERLY OF AN EXISTING SIX (6) FOOT CHAIN LINK FENCE; THENCE S.00°15'37"W, ALONG A LINE THAT IS 1.00 FOOT WESTERLY OF, HORIZONTALITY OF AND NORTHERLY OF SAID FENCE FOR THE NEXT THREE (3) CALLS; A DISTANCE OF 155.29 FEET; THENCE S.43°24'29"W, A DISTANCE OF 142.24 FEET; THENCE N.82°28'45"W, A DISTANCE OF 430.84 FEET; THENCE N.00°10'57"E, A DISTANCE OF 183.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 110,878 SQUARE FEET, MORE OR LESS.

ABBREVIATIONS OF SURVEYING TERMS

AB	ABUTMENT
AC	ADJUSTED CORNER
AD	ADJUSTED DISTANCE
ADJ	ADJUSTED
ADJ. C.	ADJUSTED CORNER
ADJ. D.	ADJUSTED DISTANCE
ADJ. L.	ADJUSTED LENGTH
ADJ. S.	ADJUSTED SURFACE
ADJ. T.	ADJUSTED TANGENT
ADJ. W.	ADJUSTED WIDTH
ADJ. X.	ADJUSTED X
ADJ. Y.	ADJUSTED Y
ADJ. Z.	ADJUSTED Z
ADJ. A.	ADJUSTED AREA
ADJ. V.	ADJUSTED VOLUME
ADJ. M.	ADJUSTED MASS
ADJ. P.	ADJUSTED PERCENTAGE
ADJ. R.	ADJUSTED RATIO
ADJ. F.	ADJUSTED FRACTION
ADJ. D.	ADJUSTED DECIMAL
ADJ. I.	ADJUSTED INTEGER
ADJ. N.	ADJUSTED NUMBER
ADJ. O.	ADJUSTED OPERATOR
ADJ. S.	ADJUSTED SIGN
ADJ. T.	ADJUSTED TOLERANCE
ADJ. E.	ADJUSTED ERROR
ADJ. C.	ADJUSTED CORRECTION
ADJ. D.	ADJUSTED DEVIATION
ADJ. M.	ADJUSTED MISPLACEMENT
ADJ. P.	ADJUSTED PRECISION
ADJ. R.	ADJUSTED RECOVERY
ADJ. S.	ADJUSTED SENSITIVITY
ADJ. T.	ADJUSTED TENDENCY
ADJ. V.	ADJUSTED VARIATION
ADJ. W.	ADJUSTED WEIGHT
ADJ. X.	ADJUSTED X-COORDINATE
ADJ. Y.	ADJUSTED Y-COORDINATE
ADJ. Z.	ADJUSTED Z-COORDINATE
ADJ. A.	ADJUSTED AREA
ADJ. V.	ADJUSTED VOLUME
ADJ. M.	ADJUSTED MASS
ADJ. P.	ADJUSTED PERCENTAGE
ADJ. R.	ADJUSTED RATIO
ADJ. F.	ADJUSTED FRACTION
ADJ. D.	ADJUSTED DECIMAL
ADJ. I.	ADJUSTED INTEGER
ADJ. N.	ADJUSTED NUMBER
ADJ. O.	ADJUSTED OPERATOR
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ADJ. T.	ADJUSTED TENDENCY
ADJ. V.	ADJUSTED VARIATION
ADJ. W.	ADJUSTED WEIGHT
ADJ. X.	ADJUSTED X-COORDINATE
ADJ. Y.	ADJUSTED Y-COORDINATE
ADJ. Z.	ADJUSTED Z-COORDINATE

NOTE: THIS SURVEY IS SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY & OTHER MATTERS OF RECORD, WHICH ARE NOT SHOWN, SINCE THE SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ANY CURRENT TITLE INFORMATION.

<p>SURVEYOR'S CERTIFICATE</p> <p>I, <u>BRIGHAM SURVEYING, INC.</u> do hereby certify that the foregoing is a true and correct copy of the original survey plat as the same appears in my office.</p> <p>_____ Surveyor</p>	<p>Title: <u>BRIGHAM & JOHNSON SURVEY</u></p> <p>Prepared for: <u>ALL AMARON, INC.</u></p> <p>Certified to: <u>ALL AMARON, INC.</u></p> <p>Sketch No. <u>111111</u> Scale: <u>1" = 40'</u></p> <p>Field Book: <u>111</u> Page: <u>111</u></p> <p>Drawn by: <u>111</u> Checked by: <u>111</u></p>	<p>Brigham Surveying, Inc.</p> <p>Land Surveyors</p> <p>712 Shamrock Blvd.</p> <p>Yonkers, Florida 34293</p> <p>ph. (841) 493-4430</p>
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Exhibit A3