

## **SECOND AMENDMENT AND ASSIGNMENT AGREEMENT**

This Second Amendment and Assignment Agreement (Agreement), effective as of the date last signed by all Parties, to the LEASE AGREEMENT is made and entered into by Marlon County, a political subdivision of the State of Florida (hereinafter, "Lessor"), Liquidation Results, Inc. (Assignor), and Aero Flying Services, LLC (Assignee), individually referred to herein as "Party," and collectively referred to herein as the "Parties."

### **Recitals**

**WHEREAS**, the Parties wish to further amend the Lease Agreement of July 7<sup>th</sup>, 1998, and this Second Amendment to and Assignment of the Lease Agreement shall remain in full force and effect until completion of all terms and conditions under the Lease Agreement; and

**WHEREAS**, the Assignor wishes to assign all of its rights and obligations under the Lease Agreement to Assignee; and,

**WHEREAS**, Assignor has represented to Lessor that Assignor will cease its operations at the leased premises, and transfer its rights and obligations in the Lease Agreement to Assignee on or about July 31, 2025, Assignor representing to Lessor that Assignor will no longer be operational as of the effective date of the transfer and Assignor intends for the Lessor to rely upon those representations; and

**WHEREAS**, the Assignee represents that it can assume and fully perform the Lease Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Lease Agreement shall be amended as follows:

1. The above recitals are hereby incorporated into this Agreement.
2. This Second Amendment shall be deemed to amend and become part of the Lease Agreement. All provisions of the Lease Agreement not specifically amended herein shall remain in full force and effect.
3. The Assignee accepts and agrees to be bound by and fully perform all of the Assignor's obligations, duties, and responsibilities, and to abide by all terms and conditions specified in the Lease Agreement, and all amendments thereto previously entered into in the name of the Assignor.
4. The Assignee agrees to assume all obligations and liabilities of, and all claims against, the Assignor under the Lease Agreement as if the Assignee were the original party to the Lease Agreement.

5. The Assignor waives all rights under the Lease Agreement as of the effective date of this Second Amendment and Assignment Agreement.
6. The Parties agree that this Second Amendment and Assignment Agreement operates as an assignment of the Lease Agreement, establishing a new contractual relationship hereby entered into by and between Lessor and Assignee.
7. The Lessor hereby consents to the assignment. The Assignee will be liable for claims arising from the effective date of this Second Amendment and Assignment Agreement. The Assignee also agrees to be liable for any claims or remedies arising prior to the effective date of this Second Amendment and Assignment Agreement.
8. The Assignee by this Second Amendment and Assignment Agreement becomes entitled to all rights, titles, and interests of the Assignor in and to the Lease Agreement as if the Assignee were the original party to the Agreement. Following the effective date of this Second Amendment and Assignment Agreement, the term "Lessee," as used in the Lease Agreement, shall refer to the Assignee.
9. To the extent any of the terms of this Second Amendment and Assignment Agreement conflict with the terms of the Lease Agreement, as previously amended, the terms of this Second Amendment and Assignment Agreement shall control. All other terms of the Lease Agreement remain in full force and effect.
10. This Second Amendment and Assignment Agreement sets forth the understanding between the Parties with regard to the subject matter hereof. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment and Assignment Agreement, on the date of the last signature below.

**LESSOR**

**MARION COUNTY, FLORIDA**, a political subdivision of the State of Florida, by its Board of County Commissioners

By: \_\_\_\_\_  
Kathy Bryant, Chairman

**ATTEST:**

\_\_\_\_\_  
Gregory C. Harrell, County Clerk

Approved as to form and legal sufficiency:

*For:* \_\_\_\_\_  
Matthew G. Minter,  
County Attorney

**ASSIGNOR**

**Liquidation Results, Inc.**, an Ohio corporation

David N Dawes 7/31/25  
BY: \_\_\_\_\_ DATE  
David N Dawes  
PRINTED: \_\_\_\_\_  
President  
ITS: (TITLE)

**ASSIGNEE**

**Aero Flying Services, LLC**, a Florida Limited Liability Company

David N Dawes 7/31/25  
BY: \_\_\_\_\_ DATE  
David N Dawes  
PRINTED: \_\_\_\_\_  
President  
ITS: (TITLE)