

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 7th day of July, 1998, by and between MARION COUNTY, a political subdivision of the State of Florida, hereinafter referred to as LESSOR and Liquidation Results, Inc., a corporation organized under the laws of the State of Ohio, hereinafter referred to as LESSEE.

WITNESSETH

WHEREAS, LESSOR desires to lease to LESSEE the herein described real property owned by LESSOR upon the following terms and conditions.

NOW THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained to be complied with by the parties hereto, the parties hereto contract and agree as follows:

1. PREMISES. LESSOR hereby leases and lets to LESSEE real property at the Dunnellon Airport consisting of the following as depicted in Exhibit "A"
2. PURPOSE. The demised premises shall be used for construction of aircraft storage hangars at the Dunnellon Airport, a special fixed base operator facility and such other related facilities and uses as may be approved by LESSOR. Any services and activities shall be in compliance with the Minimum Standards for Fixed Base Operators at Dunnellon/Marion County Airport, and shall meet the specifications for services, and improvements as set forth in the Minimum Standards for Fixed Base Operators attached hereto as Exhibit "B" of this agreement.
3. RENT. LESSEE shall pay to LESSOR annual rent in the amount of \$1256.00, plus applicable sales tax. \$104.67 plus applicable sales tax shall be payable in advance before the first day of each month. After the construction of the first hangar, 1/30th of the actual value of the hanger building may be deducted from the rent for each year of this lease. However, at no time shall the annual rent be less than \$157 annually, plus applicable sales tax.

The annual rent provided for above shall be adjusted annually, on the anniversary date of this Lease, at a rate based upon the annual percentage change in the preceding twelve months from December 31, of the appropriate year, in the Consumer's Price Index for "All Items" for "All Urban Consumers" in the United States, 1983=100, which is published by the United States Department of Labor.

4. TERM OF LEASE. The term of this Lease shall be for a thirty (30) year period commencing May 1, 1998 and ending April 30, 2028. If the LESSEE constructs a second corporate hanger and obtains a certificate of occupancy by April 30, 2003 for same, the lease shall be automatically extended 10 years until April 30, 2038. If the LESSEE constructs a third corporate hanger and obtains a certificate of occupancy by April 30, 2013 for same, the lease shall be automatically extended 10 years until April 30, 2048.
5. CONSTRUCTION OF HANGER. The LESSEE hereby agrees to construct, at its own expense, a corporate hanger on the tract of land identified in paragraph one (1) above.
- (a) The hanger shall be at least:
 - i) Sixty (60) feet wide by forty seven (47)feet long.
 - ii) Meet the requirements of the Dunnellon Airport Architectural Control guidelines as well as all County, State, and Federal Codes. A site plan will be submitted to the LESSOR for approval prior to submission for development review.
 - (b.) LESSEE agrees to furnish, at it's own expense, all labor and materials necessary:
 - i) to construct the building and any paved apron areas.
 - ii) to furnish any required waste disposal system.
 - iii) any other improvements or infrastructure required to meet County, State, or Federal Code requirements
 - (c.) LESSEE agrees to construct and have said corporate hanger building fully constructed at the end of fifteen (15) months from the date of execution of this lease or the leased shall be canceled.
6. TITLE TO IMPROVEMENTS UPON TERMINATION OF THE LEASE. Upon termination of the Lease, title to all fixed improvements to the property shall vest in the LESSOR.
7. GENERAL OBLIGATIONS OF THE PARTIES. The following constitute obligations and covenants of the parties, their successors and assigns:
- (a) Compliance with regulations of public bodies. The LESSEE covenants and agrees that it will, at its own cost, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the property, in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements and other similar requirements designed to protect the public.

The LESSEE shall comply in all particulars with all pertinent rules, regulations, laws and ordinances duly and legally promulgated by any governmental authority, and the demised premises shall not be used for any improper or immoral purposes or in any manner which constitutes a nuisance, either public or private.

- (b) Indemnity against costs and charges. Each party shall be liable to the other for all costs and expenses (including attorney's fees) which may be incurred or sustained by reason of the breach of any of the provisions of this Lease Agreement.
- (c) Indemnification against claims. The LESSEE shall indemnify and save the LESSOR harmless from and against any and all claims, suits, actions, damages, and causes of action arising during the term of this Lease, for any bodily injury, loss of life or damages to property sustained in, about, or upon, the demised premises, or the buildings and improvements placed on them, or its or their appurtenances, and shall indemnify and save LESSOR harmless from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation of them, or the defense of any action, or proceeding brought on them, and from and against any orders, judgments, or decrees which may be entered on them. LESSEE shall also further specifically defend any action, complaint or proceeding brought against LESSOR as the result of any matters above enumerated, all at no cost or expense to LESSOR.

LESSEE agrees to indemnify and hold LESSOR harmless from any claim of lien by any contractor, subcontractor, materialman or any other person, firm or corporation whatsoever, and LESSEE further agrees to hold the LESSOR harmless from and to indemnify the LESSOR for all costs, including costs of defenses, attorney's fees and other expenses, in connection with any claim of whatsoever kind, whenever the same may be presented, arising out of the construction of any improvement or the making of any alterations whatsoever incidental to this Lease Agreement.

- (d) No liens created. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the property covered by this Lease, and that no third person shall ever be entitled to any lien, directly or indirectly derived through or under the other party, or its agents or servants, or on account of any act or omission of another party. All persons contracting with the LESSEE, or furnishing materials or labor to LESSEE, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of the Lease. Should any such lien be filed, the LESSEE

shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise, as permitted by law. The LESSEE shall not be deemed to be the agent of the LESSOR so as to confer upon a laborer bestowing labor upon the leased premises, or upon materialman who furnishes material incorporated in the construction of improvements upon the leased premises, a mechanic's lien upon the LESSOR'S estate under the provisions of Chapter 713, Florida Statutes, 1975, and any subsequent revisions of it.

(e) Operating costs.

- (1) The LESSEE agrees promptly to pay when due all operating, maintenance and servicing charges and costs, including telephone, gas, electricity, water, water connection, sewer, sewer connection, and all other expenses incurred in the use and operation of the leased premises.
- (2) The LESSEE agrees to obtain, at its expense, all permits and licenses which may be required by any governmental unit. Upon the LESSOR'S request, at reasonable intervals, the LESSEE shall promptly furnish to the LESSOR evidence satisfactory to the LESSOR showing LESSEE'S compliance with its obligations under this section.

- (f) Bankruptcy of LESSEE. Should LESSEE, at any time during the term of this Lease, file a voluntary petition in bankruptcy, or permit an involuntary petition in bankruptcy to be filed against it, or institute a composition or an arrangement proceeding under Chapter X or XI of the Chandler Act, or make any assignment for the benefit of its creditors, or should a receiver or trustee be appointed for the LESSEE'S property because of LESSEE'S insolvency, and the appointment is not vacated within thirty (30) days thereafter, or should the LESSEE'S leasehold interest be levied on and the lien not discharged within (30) days thereafter, or should the LESSEE fail promptly to make the necessary returns and reports required of it by City, County, State and Federal law, or should the LESSEE fail promptly to comply with all governmental regulations, City, County, State and Federal, and should such failure in any manner jeopardize the rights of the LESSOR, then, and in such event, and upon the happening of either or any of such events, the LESSOR shall have the right, at its election, to consider the same a default on the part of the LESSEE of the terms and provisions of this Lease, and, in the event of such default not being cured by the LESSEE within a period of thirty (30) days from the date of the giving by the LESSOR of written notice to the LESSEE of the existence of such default, the LESSOR shall have the option

of declaring this Lease terminated and the interest of the LESSEE forfeited, or the LESSOR may exercise any other rights conferred upon it by this Lease or by law. The pendency of bankruptcy proceedings, or arrangement proceeding, to which the LESSEE shall be a party shall not preclude the LESSOR from exercising its rights. In the event the LESSEE, or the trustee or receiver of the LESSEE'S property, shall seek an injunction against the LESSOR'S exercise of its rights, such action on the part of the LESSEE, its trustee or receiver, shall automatically terminate this Lease as of the date of the making of such application. In the event the court shall enjoin the LESSOR from exercising such rights, such injunction shall automatically terminate this Lease.

- (g) Litigation venue. The parties waive the privilege of venue and agree that all litigation between them and the State courts shall take place in Marion County, Florida, and that all litigation between them in the Federal courts shall take place in the United States District Court for the Middle District of Florida.
- (h) Taxes. The LESSEE agrees to pay when due all sales, property and use taxes, special assessments and any and all other taxes or assessments imposed upon the demised premises, or for which the LESSEE is responsible. LESSEE shall also pay the rental tax prescribed by the statutory law of Florida.
- (i) Repairs and Maintenance.
 - 1) Upkeep. The LESSEE agrees at its expense to keep and maintain the leased premises, including grounds, pavement, buildings, furnishings, fixtures and personal property in a good state of repair and in first class condition.
 - 2) Repairs. The LESSEE agrees at its expense to make all repairs to the buildings or improvements situated upon the leased premises, including electrical, plumbing, sewer, sewer connections, structural and all other repairs that may be required to be made, and the LESSEE at its expense will keep all buildings, including interior and exterior, roof and fixtures and equipment, in a good state of repair and in first-class condition and at all times well painted.
 - 3) Additional covenants regarding maintenance and repairs. The LESSEE shall throughout the term of this Lease assume the entire responsibility and shall relieve the LESSOR from all responsibility for all repair and maintenance whatsoever in the premises, whether with repair or maintenance be ordinary or extraordinary, structural or otherwise. LESSEE shall keep the premises at all times in a clean and orderly condition and appearance and all of LESSEE'S fixtures, equipment and personal property which are located on any part of the

premises which are open or visible to the general public shall likewise be so kept and maintained. The LESSEE shall be responsible for the maintenance and repair of all utilities service lines (except common utilities) including but not limited to, service lines for the supply of water, gas, electricity, and telephone service, sanitary sewers and storm sewers, whether the same are now located upon the premises or are installed or located upon the premises subsequent to the execution of this Agreement. LESSEE shall, at all times during the term of this Lease, take appropriate anti-erosion measures with respect to all portions of the demised premises. In the event that LESSEE fails in any material respect to so maintain, clean repair, replacement, rebuilding or repainting, then LESSOR may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all to any part of the premises included in such notice, and the costs shall be payable by LESSEE immediately upon demand of LESSOR.

- 4) Maintenance standards. LESSEE shall at a minimum mow all grass areas every two weeks from March 1 until October 31 each year. Landscape bushes shall be trimmed annually. Buildings shall be painted every five years unless LESSOR agrees, upon inspection, that painting is not required. Trash, debris and waste products shall be disposed of in appropriate containers daily.
- (j) Quiet enjoyment. Lessor covenants, warrants and agrees that LESSEE shall be entitled peacefully to enjoy, to occupy and to possess the leased premises throughout the lease term without interference, hindrance or molestation.
- (k) Receipts. The LESSEE shall, upon written demand by the LESSOR, obtain and deliver to the LESSOR receipts, satisfactions and discharges showing the payment of any obligation required LESSEE by the Lease.
- (l) Signs. Except with the prior written approval of LESSOR, which approval shall not be unreasonably withheld, LESSEE shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises. LESSEE shall have the opportunity to place a sign on a future menu sign to be located at the airport entrance for a fee.

8. EASEMENTS. The LESSEE shall convey to the LESSOR any easements through the leased property that may be required for the installation of utilities or right-of-way for road or any other public purposes.

Utility easements shall be given to LESSOR by LESSEE if the improvements are underground and in no way restrict the LESSEE from normal use of the leased premises during the full term of the lease.

9. POSSESSION. Delivery of the possession of the leased premises to the LESSEE shall be made at the time of the commencement of the terms of this Lease.

10. INSPECTION OF PREMISES. The LESSOR or its agents shall have the right, during business hours, to enter the leased premises and the buildings and improvements constructed on them at all reasonable hours for the purpose of inspecting the same, or for any other purposes not inconsistent with the terms of this Lease.

Without limiting the generality of the foregoing, the LESSOR, by its officers, employees, agents, representatives, contractors or furnishers of utilities or other services, shall have the right, at its own cost and expense, for its own benefit or for the benefit of others than LESSEE, to maintain existing and future utilities, mechanical, electrical and other systems, upon 24 hours notice to the LESSEE, and to enter upon the premises at all reasonable times to make such repairs, replacements or alterations at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of the LESSOR, be deemed necessary or advisable and from time to time to construct or install over, in or under the premises such systems or parts as may be necessary, and in connection with the maintenance of the same to use the premises for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, alteration or new construction, the LESSOR shall not unreasonably interfere with the use and occupancy of the premises by LESSEE. In the instance of an emergency repair the LESSEE waives the right of prior notice.

In the event that any personal property of LESSEE shall obstruct access of the LESSOR to any existing or future utility, mechanical, electrical or other systems, LESSEE shall move such property, as directed by LESSOR, in order that access may be obtained, and if lessee shall fail to do so, LESSOR may move such property. LESSEE shall make every effort to cooperate with LESSOR.

At any time and from time to time during reasonable business hours within six (6) months next preceding the expiration of this LEASE Agreement or immediately upon the determination by LESSOR of abandonment or a breach of this Lease by LESSEE, LESSOR shall have the absolute right to enter the premises for the purpose of

exhibiting and viewing all parts of the same and to place and maintain on the premises "To Let" signs, which LESSEE shall allow to remain without interference or hindrance.

If, during the last month of the terms of this LEASE Agreement, the LESSEE shall have removed all or substantially all of its personal property from the premises, LESSOR may immediately enter, alter, renovate and redecorate the premises.

The exercise of any or all of the foregoing rights by LESSOR shall not be construed to be an eviction of LESSEE nor shall the same be grounds for any abatement of rental or grounds for any claim or demand for damages by LESSEE against LESSOR, consequential or otherwise.

11. CONDEMNATION. If any part of the leased premises shall be taken or condemned for a public or quasi-public use, and a part remains which is susceptible to occupation, the rent payable shall be reduced, commencing with the date title shall vest in the condemner, to the amount determined by multiplying such rent by a fraction, the numerator of which is the area of the leased premises remaining after condemnation, and the denominator of which is the area of the leased premises as of the date of condemnation. If LESSEE and LESSOR mutually agree that the remaining portion of the leased premises is inadequate for the uses contemplated by this Lease, LESSEE shall have the option to terminate this Agreement as of the date when title to the part so condemned vests in the condemner. Or at the LESSOR's discretion LESSOR may relocate the LESSEE's hanger elsewhere on the airport property. If all of the leased premises shall be so taken, this Agreement shall terminate on the date when title to the leased premises vests in the condemner. If a part of all of the leased premises be so taken or condemned, LESSEE shall be entitled to that portion of any business damages, loss of buildings and its furniture that portion of any business damages, loss of buildings and its furniture and fixtures, the cost of removing its property and the loss of the value of its leasehold interest in the land and improvements comprising the leased premises. Any portion of any condemnation award which is not specifically apportioned to LESSEE shall be the property of and belong to LESSOR.

12. ACCELERATION; GRACE PERIOD.

- (a) Time of the essence. The LESSEE agrees promptly to perform, comply with and abide by this Lease, and agrees that time of payment and of performance are of the very nature and essence of it.
- (b) Default in rent; grace period. The LESSEE shall have a grace period of 15 days within which to pay any and all sums of rent due, which sums shall be

due and payable without notice or demand. If any of sums of money required to be paid by the lessee to the LESSOR shall remain unpaid for such period of fifteen (15) days, then the LESSOR shall have the following options and privileges:

- (1) Total Acceleration. To accelerate the maturity of the rent installments for the balance of the term. This option shall be exercised by an instrument in writing signed on behalf of the LESSOR and transmitted to the LESSEE notifying it of the intention of the LESSOR to declare all unmatured rent installments presently due and payable.
 - (2) Partial Acceleration. In lieu of the option in subparagraph (1) above, the LESSOR may, in like manner, declare as presently due and payable the unpaid rent installments for such period of years as may be fixed in the LESSOR'S notice to the LESSEE. The exercise of this option shall not be construed as a splitting of a cause of action, nor shall it alter or affect the obligation of the LESSEE to pay rent under the terms of this Lease for the period unaffected by the notice.
 - (3) Other Remedies. In addition to the options granted above, the LESSOR may exercise any and all other options available to it, which options may be exercised concurrently or separately with the exercise of the above options.
- (c) Default in other provisions. If the LESSEE shall default in the performance of any other term of this Lease (except the payment of rent), then the LESSOR shall send to the LESSEE a written notice of default, specifying, the nature of the default, and the LESSEE shall, within thirty (30) days after the date of notice, cure and remedy the default, whereupon this Lease shall continue as before. LESSOR in it's discretion may extend the 30 day period, providing LESSEE is using due diligence to cure the default.

If the LESSEE shall fail to cure and remedy such default within the applicable time the LESSOR shall have the right to declare, by written notice to the LESSEE, that the Lease is in default, and to use all remedies available to the LESSOR, including, but not limited to remedies, procedures and rights specified in this Lease.

13. OWNERSHIP AT TERMINATION.

- (a) Improvements and fixtures. All buildings, structures, and fixtures of every kind now existing or erected, installed, or placed on the demised of this Lease, for any reason, be and become the property of the LESSOR and shall

be left in good condition and repair, ordinary wear and damage by the elements expected. A fixture is defined as an article which was a chattel but which, by being physically annexed or affixed to the premises by the LESSEE and incapable of being removed without structural or functional damage to the premises, becomes a part and parcel of it. Non-fixture personality owned by the LESSEE at the expiration of the term or earlier termination of this Lease, for any reason, shall continue to be owned by LESSEE, and at the time of such expiration or earlier termination, LESSEE at its option, may remove all such personality. Any damage to the premises caused by the removal by LESSEE of any such personality shall be repaired by LESSEE forthwith at its expense. In the event LESSEE is in default of the terms of this lease or this lease is terminated prior to its 360 month term, other than as provided for in paragraph 36 and the LESSEE shall not have assigned its interest herein within 180 days of such default or termination, all such buildings, structures and fixtures shall be and become the property of the LESSOR.

- (b) Personal property. Non-fixture personalty owned by the LESSEE at the expiration of the term or earlier termination of this Lease, for any reason, shall continue to be owned by LESSEE, and at the time of such expiration or earlier termination, LESSEE at its option, may remove all such personalty, provided the LESSEE is not then in default of any covenant or condition of this Lease; otherwise, all such property shall remain on the demised premises until the damages suffered by LESSOR from any such default have been ascertained and compensated. Any damage to the premises caused by the removal by LESSEE of any such personalty shall be repaired by LESSEE forthwith at its expense

14. INSURANCE. The parties agree to the following provisions pertaining to insurance:

- (a) Workmen's Compensation. The LESSEE shall carry, maintain and pay for all necessary Workmen's Compensation insurance in its own name, as required.
- (b) Liability insurance. LESSEE shall provide to the LESSOR (Attn: Parks and Recreation Department) a Certificate of Insurance from an insurance company licensed to do business in the state of Florida. The certificate shall indicate Comprehensive General Liability coverage of at least one million dollars (\$1,000,000) - Bodily Injury and Physical Damage, and the Marion County Board of County Commissioners shall be listed as additional insured. Additionally, the certificate shall provide contractual liability coverage and thirty (30) days advance notice to the lessor, (Attn: Parks and Recreation

Department) of cancellation or a change in coverage. Aggregate limit coverage is not acceptable.

- (c) Policies. Whenever, under the provisions of this Lease, insurance is required of the LESSEE, the LESSEE shall promptly deliver an original certificate of insurance naming the Marion County Board of Commissioners as additional insured to the LESSOR together with all renewals.
- (d) Damage or destruction to leased premises. If such a substantial portion of the leased premises is destroyed so that LESSEE and LESSOR mutually agree that LESSOR cannot reasonably continue to utilize the leased premises until the same are repaired or replaced, then LESSOR may elect to either repair or replace the same to the extent of the insurance proceeds available, in which event the rent payable under this Lease shall be abated until such time as LESSEE can reasonably resume operation of its business, and the term shall be extended for a period equal to the rent abatement period, or to abstain from repairing or replacing the same and to terminate this Agreement, whereupon the full amount of all insurances proceeds shall be paid to LESSOR for the purpose of rebuilding the hanger and shade hangers.
- (e) Property Insurance. LESSOR shall provide property insurance for the leased premises. LESSEE must insure LESSEE'S personal property.
- (f) Precautions. In order to reduce the hazards and risks of interruption of business occasioned by windstorm and other acts of God, the LESSEE agrees that it will at all times take all reasonable precautions to protect the premises from such damage or destruction by the elements.
- (g) Primary Coverage. All insurance referred to in this Lease apply as primary coverage and shall not be affected by any insurance which LESSOR may carry in its own name.

15. ASSIGNMENT AND SUBLEASING

- (a) Assignment. LESSEE shall not assign, transfer, sublet, sublease or convey this Lease, in whole or in part, in any manner, without the written consent of the LESSOR, consent shall not be unreasonably withheld or delayed. Any such consent shall not release the LESSEE from its obligations under this Lease unless otherwise stated.
- (b) Subletting. The LESSEE may sublet or sublease all or any portion of the leased premises, provided there is first obtained the written consent of the

LESSOR which consent shall not be unreasonably withheld or delayed. Any sublease thus authorized shall be subject to all terms and provisions of this Lease and Shall not release LESSEE from its Lease obligations unless otherwise stated.

- (c) Transfer of control of business entity. If any LESSEE or sublessee under this Lease Agreement is a corporation, partnership or other type of business entity other than an individual, there shall be no transfer of the control of such business entity without prior approval of the LESSOR. A transfer of control of the business entity shall be deemed to occur when the owner or owners of more than 50% of the proprietary interest in the business entity transfer, other than between or among themselves, such proprietary interest to another person, firm, partnership, corporation or business entity, or when the controlling interest of the business entity shall change. Any LESSEE or sublessee who is a corporation, partnership or other type of business entity shall submit to the LESSOR a list of all owners of proprietary interest in the business entity, as well as a list of those persons who hold security interests of whatever kind or nature in the business entity or its personal property.

16. SUCCESSORS IN INTEREST. The covenants and agreements contained in this Lease shall be binding on and inure to the benefit of the respective successors and assigns of the parties. Wherever used, the singular number shall include the plural and the use of any gender shall be applicable to all genders.

17. NOTICES. All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served as follows:

- (a) By certified mail, return receipt requested, to :

LESSOR Marion County Administrator's Office
601 SE 25th Avenue
Ocala, Florida 34471

Copy to:
Marion County Parks and Recreation Department
8282 S. E. Highway 314
Ocala, Florida 34470

LESSEE Liquidation Results, Inc.
601 Pearl Rd.
Brunswick, Ohio 44212

Or to such other addresses as LESSOR or LESSEE, may by writing to the other designate.

- (b) The notice may also be served by personal delivery to LESSOR, LESSEE, or sublessee, or the LESSEE'S or sublessee's agent in charge of the leased premises.

- 18. DAMAGES TO THE PREMISES LESSEE shall not do, or suffer to be done, in, on or upon the Property, or affecting said Property or adjacent properties, any act which may result in damage or depreciation of value to the Property or adjacent properties, or any part thereof. LESSEE shall not generate, store, produce, place treat, release, or discharge any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals, or other agents on, into or from the Property or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state, or local statute, law, ordinance, code, rule, regulations, order of decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant, or containment.

The LESSEE shall comply in all particulars with all pertinent rules, regulations, laws and ordinances duly and legally promulgated by any governmental authority, and the demised premises shall not be used for any improper or immoral purposes or in any manner which constitutes a nuisance, either public or private.

- 19. SEVERABILITY. If any section, subsection, sentence, clause, provision, or part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected.
- 20. LEASE NOT EXCLUSIVE. Any term, provision or condition in this Lease to the contrary notwithstanding, it is specifically understood and agreed that this Lease is not exclusive and the LESSOR shall be entitled to lease to competitors of the LESSEE.
- 21. MORTGAGE INTEREST. Notwithstanding any provisions in this Lease Agreement to the contrary, the provisions set forth below shall apply to the holder of record of a first mortgage on LESSEE'S interests under this Agreement.
 - (a) LESSOR agrees to give written notification to such holder of any default by the LESSEE in the performance of LESSEE'S obligations under this Lease

Agreement, and such holder shall be entitled to cure such defaults on its own behalf or on the behalf of the LESSEE within the same time period to commence from the date of mailing of notice by certified or registered mail, return receipt requested, with sufficient postage, by the LESSOR to the holder of such first mortgage interest.

- (b) In the event the holder of the first mortgage interest succeeds to LESSEE'S interests under this Lease Agreement, pursuant to the remedies provided in the mortgage instrument, foreclosure of mortgage or by assignment in lieu of foreclosure, LESSOR agrees to recognize such first mortgage holder as the LESSEE under the terms and provisions of this Lease Agreement, provided, however, that LESSOR has previously given its written approval to such first mortgage holder.
 - (c) It shall be the responsibility of LESSEE to provide LESSOR the name and mailing address of such mortgage holder.
22. FINAL REPOSITORY. The parties mutually represent and warrant to each other that this Lease Agreement consisting of paragraph 1 through 39, inclusive, and Exhibits "A" and "B" constitute the final repository of the parties on the subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous or prior repository of the parties on the subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous or prior representations or warranties shall be binding upon either party nor has the execution of this Lease been induced on the part of any party except as expressed in writing in this Agreement.
23. NON-DISCRIMINATION. The LESSEE, in exercising any of the rights or privileges granted to it by this Lease shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the regulations of the United States Secretary of Transportation. The LESSOR is granted the right to take such action, anything to the contrary in this Lease notwithstanding, as the United States may direct to enforce this non-discrimination covenant.
24. SUBROGATION. The LESSOR shall have the option, without waiving or impairing any of its rights under this Lease to pay any sum or perform any act required of the LESSEE, and the amount of any such payment and the value of any such performance, together with interest, shall be secured by this Lease, and shall be promptly due and payable to the LESSOR.
25. STANDARD PROTECTION CLAUSES. The LESSOR reserves the right to itself, its successors and assigns, for the use and benefit of the public, a right of flight for

the passage of aircraft in the air space above the surface of the demised premises, together with the right to cause in the air space such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the air space, and for use of the air space for landing on, taking off from or operating on the Airport.

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 demised property to such a height so as to comply with Federal Regulations, Part 77.

The LESSEE expressly agrees for itself, its successors and assigns to prevent any use of the demised premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

26. INTEREST. All delinquent payments to the LESSOR shall bear interest at the rate of ten per cent (10%) per annum. Interest shall be calculated from the due date to the date of payment, on a daily basis, and will be due and payable when billed.
27. LIEN UPON REVENUES, ETC. In the event of the LESSEE'S breach of any of the provisions of this Lease, the LESSOR shall have a lien upon all revenues, income, rents, earnings and profits from the leased premises as additional security to the LESSOR for the LESSEE'S faithful performance of each of the Lease terms and provisions, and to secure payment of all sums owing to LESSOR and to be applied to any amounts owing to the LESSOR. Such liens shall be superior in dignity to the rights of the LESSEE and any of its creditors or assignees or any trustee or receiver appointed for the LESSEE'S property, or any other person claiming under the LESSEE. Upon the LESSOR'S termination of LESSEE'S rights under this Lease by reason of the LESSEE'S default, all such revenues, income, rents, earnings and profits derived or accruing from the leased premises from the date of such termination by the LESSOR shall constitute the property of the LESSOR, and the same is declared to be a trust fund for the exclusive benefit of the LESSOR and shall not constitute any asset of the LESSEE or any trustee or receiver appointed for the LESSEE'S property. The provisions of this paragraph shall be effective without the LESSOR'S re-entry upon or repossession of the leased premises and without any judicial determination that the LESSEE'S interest under the Lease has been terminated.
28. OTHER REMEDIES. In addition to the options granted above, the LESSOR may exercise any or all other options available to it by law, which options may be exercised concurrently or separately with the exercise of the above options.
29. FORFEITURE. If the LESSEE shall fail to keep and perform any of the covenants, conditions and agreements in this Lease provided to be performed by the LESSEE, and such default is not remedied within the grace or cure period provided elsewhere

in this Lease, LESSOR shall have the right to treat such default as intentional, inexcusable and material, and the LESSOR, by notice in writing transmitted to the LESSEE, as provided in the paragraph entitled "NOTICES", may at its option declare the LESSEE'S interest under this Lease ended and without further force and effect. Thereupon LESSOR is authorized to re-enter and repossess the leased premises and the buildings, improvements and personal property, either with or without legal process, and the LESSEE does in such event waive any demand for possession of said property, and agrees to surrender and deliver up the leased premises and property peaceably to LESSOR.

In the event of such forfeiture, the LESSEE shall have no claim whatsoever against LESSOR by reason of improvements made upon the premises, rents paid, or from any other cause whatsoever, except as provided in subsection (a) of Section 11 of this Lease, entitled "OWNERSHIP AT TERMINATION".

The provisions of this paragraph shall not be construed so as to divest the LESSOR, in the event of such default, of any legal right or remedy which it may have by statutory of common law, enforceable at law, or in equity. It is intended that the provisions of this paragraph shall afford to the LESSOR a cumulative remedy, in addition to such other remedy or remedies as the law affords a LESSOR when the terms of a lease have been breached by a LESSEE.

30. NONWAIVER. Failure of the LESSOR to insist upon the strict performance of any of the covenants, conditions and agreements of this Lease in any one or more instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements. The LESSEE covenants that no surrender or abandonment of the demised premises or of the remainder of the term shall be valid unless accepted by the LESSOR in writing. The LESSOR shall be under no duty to relet the premises in the event of an abandonment or surrender or attempted surrender or attempted abandonment of the leased premises by the LESSEE. Upon the LESSEE'S abandonment or surrender or attempted abandonment or attempted surrender of the premises, the LESSOR shall have the right to retake possession of the leased premises or any part of them, and such retaking of possession shall not constitute an acceptance of the LESSEE'S abandonment or surrender.
31. INDEMNITY AGAINST COSTS AND CHARGES. The LESSEE shall promptly pay to LESSOR all costs, expenses, attorney's fees and damages which may be incurred or sustained by LESSOR by reason of the LESSEE'S breach of any of the provisions of this Lease. Any sums due the LESSOR under this paragraph shall constitute a lien against the interest of the LESSEE in the premises and all its property situated on them to the same extent and on the same conditions as delinquent rent would constitute a lien on the premises and property. The LESSOR

shall promptly pay to LESSEE all costs, expenses, attorney's fees and damages which may be incurred or sustained by LESSEE by reason of the LESSOR'S breach of any of the provisions of this Lease.

32. LEASEHOLD INTEREST. LESSEE may, from time to time, pledge its lease-hold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions, such pledges to be subject to the approval of LESSOR. LESSOR shall not subordinate LESSOR'S interest in the premises to any such security holder under any circumstances whatsoever.
33. REMOVAL OF LESSEE'S PROPERTY BY LESSOR. If, under the terms of this Lease Agreement, LESSEE is entitled to remove its personal property from the premises, but shall fail to do so on or before the termination or expiration of the term or on or before the termination or expiration of this Lease Agreement for any other cause specified in this Lease, then LESSOR may remove such property and retain the same in its possession, and may sell the same at public auction, the proceeds of which shall be applied first to the expenses of such removal and storage and sale, and the balance paid to the LESSEE upon the demand of LESSEE, providing that the proceeds of such sale exceed the expenses of such removal, storage and sale.
34. MATTERS RESERVED BY THE LESSOR.
 - (a) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of the LESSOR, would limit the usefulness of Dunnellon Airport or constitute a hazard to the aircraft.
 - (b) LESSOR reserves the right to further develop or improve the landing or parking area of facilities of the Airport as LESSOR sees fit, regardless of the desires or view of LESSEE and without interference or hindrance by LESSEE.
35. SUBORDINATION. It is expressly agreed by the LESSEE and the LESSOR that all rights, privileges and liabilities imposed on both parties by this Lease are subject and subordinate to any conditions, restrictions, limitations, rules or regulations of any Agreement or contract pertaining to said airport between the United States Government or any Department or the Agency thereof having jurisdiction over said airport and the LESSOR, and the rules and regulations of the Department of Transportation, Bureau of Aviation, of the State of Florida.
36. ABATEMENT OF RENT. If at any time LESSEE shall become entitled to an abatement of rental by the provisions of this Lease Agreement, the abatement of such

rental shall be made on an equitable basis giving effect to the amount and character of the space of which the LESSEE is being deprived as compared with the entire premises. If LESSOR shall, for safety or other reasons, prohibit the use of the public landing area at the Airport or of any substantial part of it shall be entitled to an abatement of rental during such period of prohibition and prevention. LESSEE releases and discharges LESSOR of and from all claims and rights which LESSEE may have arising out of or consequent upon such closing and the subsequent interrupted use of such public landing area or part of it during the period of such prohibition.

37. TERMINATION BY LESSEE. LESSEE shall have the right to terminate this Agreement in its entirety by giving written notice to LESSOR of such termination upon or after the happening of one or more of the following events:
- (a) If any court of competent jurisdiction shall issue an injunction, order or decree preventing or restraining the use by LESSEE of all or a substantial part of the leased premises, or preventing or restraining the use of the Airport for usual airport purposes in its entirety, or the use of any part which is used by the LESSEE and which is necessary for LESSEE'S operations on the airport, which remains in force and unvacated or unstayed for a period of at least sixty (60) consecutive days and results in the material interference with LESSEE'S normal business operations; or
 - (b) If the LESSOR shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it and shall fail to remedy the default within thirty (30) days following receipt by LESSOR of written demand from LESSEE to do so, or if by reason for the nature of such default the same cannot be remedied within thirty (30) days, then LESSEE shall have the right to terminate this Agreement if LESSOR shall have failed to commence to remedy such default within the (30) days following such written demand, or having so commenced, shall fail to diligently continue; or
 - (c) If all or a material portion of the Airport or the airport facilities are destroyed, or if any agency or instrumentality of the United States Government or the State of Florida shall occupy the entire Airport or a substantial part of it, or if military mobilization or public emergency causes a curtailment of normal civilian traffic at the Airport, and any of such events shall result in the material interference with LESSEE'S normal business operations for any consecutive sixty (60) day period.
38. TERMINATION BY LESSOR. In addition to any other right of termination for cause set forth herein, LESSOR may, when necessary for a paramount public

purpose, and at its sole discretion, terminate this lease upon giving LESSEE ninety (90) days written notice of its intention to terminate.

If LESSOR terminates the Lease pursuant to this paragraph, it shall purchase from LESSEE all approved improvements and fixtures. The purchase price shall be an amount equal to one hundred twenty percent (120%) of the straight-line depreciated value of the improvements. Depreciated value shall be calculated by taking the total cost of all improvements paid for by LESSEE, and subtracting therefrom four percent (4%) of said total cost for each year the Lease has been in effect. Total cost shall be limited to three hundred fifty thousand dollars (\$350,000); should the cost of all improvements exceed this amount, any cost in excess of three hundred fifty thousand dollars (\$350,000) shall not be included in this calculation.

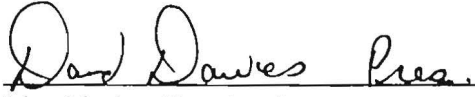
This provision for purchase of improvements and fixtures shall not be applicable if the Lease is terminated by LESSOR for breach of condition by LESSEE.

39. CONTINUED PERFORMANCE AFTER DEFAULT. Continued performance by either party pursuant to the terms of this Agreement after a default of any of its terms, covenant and conditions shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

LESSOR:
BOARD OF COUNTY COMMISSIONERS


Randy Harris
Chairman.

LESSEE:


Liquidation Results, Inc.
David Dawes, President

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**Approved as to Form
and Legal Sufficiency**



County Attorney

EXHIBIT "B"

MINIMUM STANDARDS FOR FIXED BASED OPERATOR

AT DUNNELLON / MARION COUNTY AIRPORT

WHEREAS, the County of Marion, being a political subdivision created under, and pursuant to the Laws of the State of Florida, owns and operates by and through the Marion County Commission, a duly constituted public body corporate and politic and agency of the said County of Marion, hereinafter, referred to as "Commission", a public airport known as Dunnellon / Marion County Airport, hereinafter, referred to as "Airport"; and

WHEREAS, the Commission desires that certain aeronautical services and activities be furnished by and engaged in for the benefit of the general aviation flying public, operating either as General Fixed Base Operators or Special Fixed Base Operators, depending upon their scope of operation and activities; and

WHEREAS, the Commission, in recognition of the statutory prohibition against granting an exclusive right to conduct aeronautical activity on the airport imposed by Section 308 of the Federal Airport Act and in contractual obligations contained in certain contracts between said County and the United States of America relative to the expenditure of Federal funds for the development and operation of said Airport, desires that all such general aviation aeronautical activities be conducted on said Airport in a fair and equitable manner;

NOW, THEREFORE, the Commission of the County of Marion, does hereby resolve that said aeronautical services and activities at said Airport shall hereafter be rendered by and engaged in by duly qualified operators so determined by the hereinafter established standards which are hereby adopted as the "Minimum Standards for Fixed Base Operators", as follows:

Section 1. APPLICATION PROCEDURES Any applicant wishing to establish an aeronautical activity on the airport shall be furnished a copy of these Minimum Standards, as amended, and shall make application in writing to the *County Administrator*, *setting forth* in detail the following:

- (a) The name and address of the applicant;
- (b) The proposed land use, facility and/or activity sought
- (c) The names and qualifications of the personnel to be involved in conducting such activity;
- (d) The financial responsibility and technical ability of the applicant and operator to carry out the activity sought;
- (e) The tools, equipment, services and inventory, if any, proposed to be furnished in connection with such activity;
- (f) The requested or proposed date for the commencement of the activity and the term of conducting the same;

- (g) The estimated cost of any structure or facility to be furnished, the proposed specifications for the same, and the means or method of financing such construction or acquisition of facilities.

Section 2. NOTICE and HEARING. Upon the filing of such an application with the County Administrator, it shall be immediately referred to the Airport Manager and considered at the next scheduled *Airport Advisory Board* meeting. If no meeting is scheduled within thirty (30) days from the filing of such application, a meeting shall be called for considering same and notice thereof given to applicant.

If such application involves conduct of an aeronautical activity for commercial purposes, all other persons then conducting commercial aeronautical activities on such said Airport shall also be notified of the filing of such application and the time and place of the Airport Advisory Board meeting to consider the same.

Upon consideration of the application, the Airport Manager shall determine whether or not the applicant meets the standards and qualifications as herein established and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions, and shall make a written report and recommendation to the Airport Advisory Committee concerning the same.

Upon receipt of written recommendation of the Airport Advisory Committee, the Commission shall include said matter upon the Agenda of a regular meeting and, at such meeting or at a subsequent meeting to which it may be passed, shall approve, modify or reject such recommendations and application and immediately advise the applicant of the disposition of the matter.

Section 3. LEASE OR CONTRACT. Upon approval of any such application as submitted or modified, the Airport Manager shall cause to be prepared a suitable lease or contract setting forth the terms and conditions under which the fixed base operation shall be conducted. In every instance the lease or contract shall be conditional upon the following;

- a. Original and continued compliance with the Minimum Standards of each authorized aeronautical activity. Lease shall refer to and incorporate these Standards by reference. Failure to comply after notification shall constitute grounds for termination or cancellation of the lease.
- b. Any structures or facility to be constructed or placed upon said airport shall conform to all safety regulations of the State of Florida and Marion County, and shall conform with the requirements of current building codes and fire regulations of Marion County; and any construction commenced will be diligently pursued to completion. Performance bonds commensurate with the value of the construction shall be required.
- c. The Commission shall reserve the right to modify or alter these Standards from time to time; however, any increase or expansion in the Standards shall not retroactively to an existing lease but would be applicable at the time of renewal or extension of any leasehold term.

Section 4. STANDARD REQUIREMENTS FOR ALL OPERATORS. Each individual or corporation desiring to conduct aeronautical activities on the airport must satisfy the Airport Manager:

- a. That the applicant has sufficient management experience and available personnel to conduct the proposed service or activity in an efficient and workmanlike manner.
- b. That the applicant is financially responsible and able to provide the facilities and services proposed.
- c. That the applicant has or can reasonably secure necessary certificates from the FAA or other authority where the same are required for the activity proposed, and for the fixed time frame of the lease or contract.
- d. That the applicant has or can furnish suitable indemnity insurance or bond to protect and hold the County harmless from any liability in connection within the conduct of the activity proposed.

(1) *Insurance Coverage. Obtain and maintain continuously in effect at all times during the term of the Agreement, at Tenants' sole expense, insurance with total limits in an amount not less than described by the Marion County Risk Management insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:*

Student and Renter Pilot Coverage, Comprehensive Public Liability and Property Damage

Bodily Injury - Each person / each accident

Property Damage - Each accident

Product Liability Bodily - Each person/ each accident

Product - Each accident

Aircraft Liability Bodily - Each person/ each accident

Property - Each accident

e. No operator shall be permitted to operate at the Airport without a fully executed lease agreement with the Commission containing provisions for strict compliance with these minimum standards and regulations and containing such other special provisions as may be determined by the Commission to be necessary on account of any building or other construction which may be required under such lease or any other special circumstances which may be applicable to such operator.

f. Land use maps approved and duly recorded by the Clerk of the Circuit Court in the minutes of the meeting adopting this resolution show the present and future fixed base operators' areas on the Airport property, and this land use map is hereby made a part of these minimum standards the same as if set out in full herein.

g. All fixed base operators shall abide by and comply with all state, county, and city laws and ordinances, the rules and regulations of the Airport operating Manual governing such Airport, and the rules and regulations of the Federal Aviation Administration.

h. All contracts and leases between such operators and the Commission shall be subordinate to the provisions of any existing or future agreements between Marion County and the United States, relative the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport properties.

i. No fixed base operators shall sublease or sublet any premises leased by such operator, or assign any such lease, without the prior written approval of the Commission, and any such subletting or assignment shall be subject to all of the minimum standards herein set forth.

j. Non-discrimination No fixed base operators may, in exercising any of the rights or privileges granted to it shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the regulations of the United States Secretary of Transportation. The County is granted the right to take such action, anything to the contrary notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

k. Non-exclusivity Any term, provision or condition of any agreement for a fixed base operator to the contrary notwithstanding, is non-exclusive and the County may lease space to any competitors that may wish to operate at the Airport.

Section 5. GENERAL FIXED BASE OPERATOR. A General Fixed Base Operator shall be only those individuals, corporations, or firms which are authorized to engage in and furnish a full range of aeronautical activities and services which shall include, as a minimum, the following:

- a. Sale and dispensation of aviation fuels and lubricants.
- b. Aircraft storage consisting of a minimum of 3,500 square feet of hangar space and tie-down spaces for a minimum of 25 aircraft.
- c. Provide defined ramp service including answering unicom, maintenance wash rack, hours of service, and pilot conveniences.
- d. Be certified to perform FAA approved major aircraft, engine, and accessory maintenance and to furnish necessary tools and equipment.

Section 6. STANDARDS FOR SPECIFIC AERONAUTICAL SERVICES. In addition to meeting the requirements set forth in Section 4 above, each operator conducting the following specific activities shall meet the requirements set forth below:

- a. Fuel and Oil Sales. Persons conducting aviation fuel and oil sales on the Airport shall be required to provide:
 1. Hard surface ramp space accessible by taxiway with electric pumps and tank storage having a capacity equal to the minimum tank truck load deliverable for 100LL grade aviation fuel and, if public demand requires, also provide standard jet fuel and automotive fuel.
 2. Properly trained line personnel on duty at least ten hours of every calendar day, seven days a week, and on call by readily accessible telephone at other hours during the day or

night.

3. Proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing oil, washing aircraft and aircraft windows and windshields, and for recharging or energizing discharged aircraft batteries and starters.
4. Conveniently located (air-conditioned) lounge or waiting rooms for passengers, and airplane crews of itinerant aircraft, together with sanitary rest rooms and public pay telephones.
5. Adequate towing equipment and parking and tie-down area to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
6. Adequate inventory of at least two brands of generally accepted grades of aviation engine oil and lubricants.

In conducting refueling operations, every operator shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved in refueling and servicing aircraft in compliance with NFPA standards for fueling.

- b. Aircraft Engine and Accessory Maintenance. All persons operating aircraft engine and accessory maintenance facilities shall provide:

1. Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance have been completed.
2. Adequate area and equipment to perform aircraft maintenance and repairs.
3. At least one FAA certified air frame and engine mechanic available during eight hours of the day, five days a week.
4. Storage of aircraft under repair. Aircraft shall not be stored for salvage operations. Any aircraft undergoing repair and to be in a non-airworthy condition in excess of ninety (90) days shall be screened from public view unless approved by Airport Manager.

- c. Flight Training. All persons conducting flight training activities shall provide:

1. At least one full-time properly certified flight instructor.
2. At least one dual equipped aircraft, based at Airport, properly equipped and maintained for flight instruction and such additional types of aircraft as may be required to give flight instruction of the kind advertised.

3. Adequate classroom space for at least five (5) students with proper restrooms and seating facilities.
4. Visual aids necessary to provide ground school instruction.
5. Properly certified instructor providing regularly scheduled instructions sufficient to enable students to pass the FAA written examinations offered.

d. Aircraft Charter and Taxi Service. Persons operating aircraft charter and taxi service must be certified under FAR part 135 or 121 as applicable and provide:

1. Passenger lounge, rest rooms, and telephone facilities as required of an operator for fuel and oil sales.
2. Adequate table, desk or counter for checking in passengers handling ticket or fare collection, handling of luggage.
3. Properly certified suitable aircraft with properly certificated and qualified operating crew.

e. Aircraft Rental and Sales. Persons conducting aircraft rental and sales activity shall provide:

1. Suitable office space for consummating sales and/or rentals and the keeping of the proper records in connection thereof.
2. Hangar storage space for at least one aircraft to be used for sales or rental.
3. Adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with the other operators on the Airport for such service and repair.
4. Available, at least during eight hours of the working day, a properly certified pilot capable of demonstrating new aircraft for sale or for checking out rental aircraft.
5. The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts required for the type of aircraft and models sold.
6. Current up-to-date specifications and price lists for types and models of new aircraft sold.
7. Proper check lists and operating manuals on all aircraft rented and adequate parts catalogue and service manual on new aircraft sold.

f. Crop Dusting and Spraying. Persons seeking to conduct crop

dusting or spraying of chemicals shall be required to satisfy the Airport Manager That:

1. Suitable arrangements have been provided for the safe storage and containment of noxious chemical materials; no poisonous or inflammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
2. The operator shall have available properly certificated aircraft, suitably equipped for the operation undertaken.
3. The operator shall make suitable arrangements for servicing the aircraft with adequate safeguards against spillage on runways and taxiways or pollution or dispersal of chemicals by wind to other operational areas on the airport.

g. Combination Activities. A person conducting a combination of the specific activities listed herein above shall not be required to duplicate the requirements of the individual activities but where the requirement of one activity is sufficient to meet the requirement of a separate activity to be conducted the one facility shall be sufficient to meet both requirements.

Section 7. A SPECIAL FIXED BASE OPERATOR shall be any individual corporation, or firm which is authorized to engage in one or a combination of services and activities listed in Section 6b through 6f above. Any Special Fixed Base Operator shall be completely governed by the same minimum standards as to any activity or service involved as is herein made applicable to a General Fixed Base Operator at said Airport.

Section 8. MAINTENANCE / MANAGEMENT AGREEMENT. Nothing herein contained shall be construed as to limit the right of the Commission to enter into and agreement with a General Fixed Base Operator which is separate and distinct from his lease agreement with the respect the maintenance and overall supervision of the Dunnellon Airport and to designate such operator as the General Manager of the Dunnellon Airport.

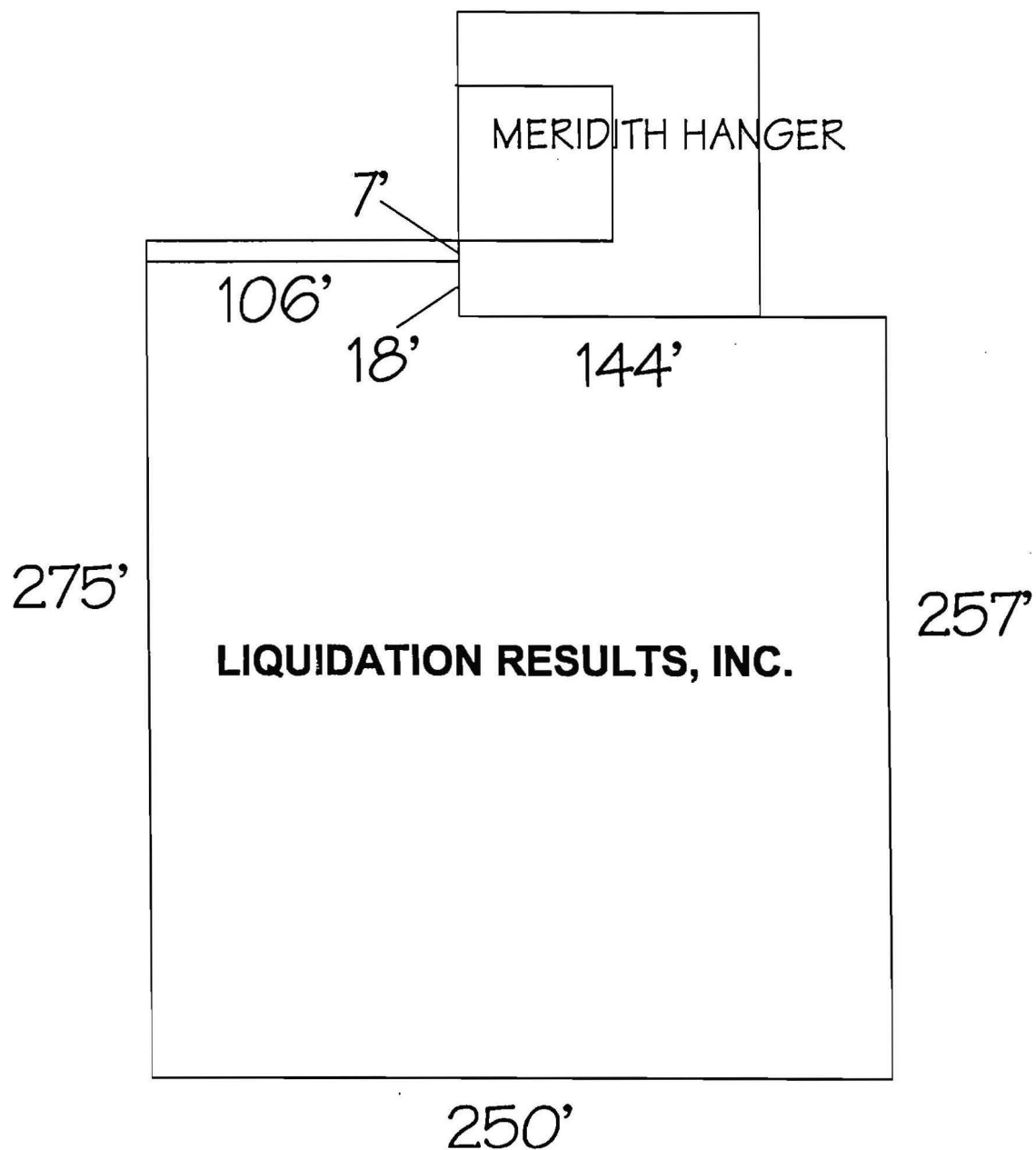


EXHIBIT "A"

SCALE 1"=60'