

AGREEMENT FOR SALE  
AND  
ASSIGNMENT OF LEASE

This Agreement for Sale of Personal Property and Assignment of Lease ("the Agreement" or "this Agreement") is made on this 12/12 day of ~~January~~ Feb, 2011.

BETWEEN: Winton Douglas of 16001 Acorn Circle, Tavares, Florida and Greg Shaffer, 209 Sunset Boulevard, Key Largo, Florida ("the Assignors").

AND: Q-Free International AS ("the Assignee") a corporation organized and existing under the laws of Norway with its head office located at Hevnegata 7, 7462 Trondheim, Norway. E-mail: [rune.husby@greenway.no](mailto:rune.husby@greenway.no).

RECITALS:

In consideration of the covenants and agreements of the respective parties as set forth below:

- a. Assignors agrees to assign to Assignee, and Assignee agrees to accept and take from Assignors, assignment of the lease between the City of Leesburg, Florida and Assignors (hereinafter "the Lease"), attached hereto as Exhibit "A" and incorporated herein, and the Hangar building on the land described in the lease, together with all improvements on the land and buildings and appurtenances to it; and,
- b. In addition Assignors agrees to sell the articles of equipment and other personal property listed in Exhibit "B" which is attached and incorporated by reference; and,
- c. The personal property and lease referred to as the "Hangar property", which shall be located at 9020 Airport Boulevard, Leesburg, Florida.

Transfer to Assignee shall include all rights, title and interest of Assignors in and to the lease. The Assignment is attached hereto as Exhibit "C" and made a part thereof. This Agreement is subject to the written consent of the City of Leesburg to the Assignment and Assignee's acceptance of the City of Leesburg's conditions to the Assignment. If the City of Leesburg does not consent to the Assignment or the City of Leesburg's conditions to the Assignment is not satisfactory to Assignee, the Assignee has the right to terminate this Agreement.

1. PRICE.

The purchase price of the leased Hangar property, including the Assignment of the Lease, is Three Hundred Fifty Five Thousand and 00/100ths (\$355,000.00) U.S. Dollars, and is to be paid on the Closing Date, referenced in Clause 7.

## 2. TITLE; TENANCIES.

2.1. The parties recognize that the City of Leesburg has title and ownership of the real property referred to in the lease, subject to the lease referenced herein.

2.2 The Hangar building is presently occupied by 3 tenants under tenancies as set forth in Exhibit "D", which is attached and made a part of this agreement. Transfer of the lease shall be subject to those tenancies, but all right, title and interest of Assignors in the lease shall be transferred to Assignee at the time of closing. As from Closing date Assignors assigns to Assignee all right, title and interest of Assignors in and to the Leases and the Contracts of the tenants. Assignors shall then provide such letters notifying tenants to pay rent to the Assignee after closing as Assignors warrants that any rent rolls and other income and expense data provided to Assignee are complete and accurate, all which must be acceptable to Assignee.

## 3. REPRESENTATIONS OF ASSIGNORS.

Assignors makes the following representations to Assignee which are true and correct as of the date of execution of this Agreement and which shall be true and correct at Closing:

- a. To the best of Assignors' knowledge, Assignors have not received any notice, and have no actual knowledge, of any proceeding affecting the Hangar property.
- b. Assignors are validly existing and in good standing, with full power and authority to enter into this Agreement, to consummate the sale and purchase of the personal property, and to perform the covenants and agreements of Assignors, all as contemplated by this Agreement.

## 4. INSPECTIONS.

From the date hereof through and including the earlier of (i) the date on which the Closing occurs, or (ii) the date on which this Agreement is terminated in accordance with the terms and conditions hereof, Assignee, its agents, employees and contractors, shall be entitled to perform, at Assignee's sole cost and expense, such inspections of the Hangar property and all matters relating thereto and each aspect thereof that Assignee determines necessary or appropriate. Such inspections may include, without limitation, conducting surveys, reviewing and assessing the compliance of the Hangar property with applicable laws, rules and regulations such as those relating to zoning, land-use matters, building, fire and safety codes, and reviewing and analyzing environmental conditions affecting the Hangar property.

5. TERMINATION OPTION.

The period of time between the date hereof and 4:00 p.m. on January 31, 2011, is hereinafter referred to as the "Inspection Period." Assignee, in its sole discretion, may elect to terminate this Agreement, for any reason or no reason, by giving notice of such election to Seller on any day prior to and including the final day of the Inspection Period (time being of the essence of the giving of such notice), in which event, except as expressly set forth herein, neither Assignors nor Assignee shall have any further liability or obligation to the other hereunder. There are and shall be no conditions or contingencies, of any kind whatsoever, to the obligation of Assignee to purchase.

6. CONDITION OF THE HANGAR PROPERTY.

Except for warranties and covenants set forth in this Agreement, the Hangar property is sold and purchased in the condition in which it was upon the Assignee's inspection "AS IS", and the Assignee is therefore not entitled to invoke any defects in the property.

7. CLOSING.

The property lease shall be assigned and personal property purchased at closing to be held at the office of Jerri A. Blair, P.A., 131 West Main Street, Tavares, FL 32778, on or before January 31, 2011 ("Closing date") unless the date is extended by mutual agreement of the parties. Time is of the essence.

At closing Assignors shall deliver to Assignee, at Assignors' sole cost and expense:

- a. Possession of the Hangar property.
- b. Leesburg's written consent to the Assignment, containing satisfactory conditions for Assignee.
- c. Possession and delivery of the leased property.

8. SETTLEMENT.

The settlement between the parties shall be effected either directly between the Assignee and the Assignors or through an escrow agent, who shall be Donald E. Yates, Esq., 611 Eaton Street, Key West, FL 33040. The purchase price shall in its entirety be paid into the Assignors' account on the agreed Closing date, in return for delivery of documents required to be executed pursuant to this Agreement for the Assignee, and subject to all conditions in this Agreement have been met.

9. RISK OF LOSS; MAINTENANCE; TRANSFER OF POSSESSION.

9.1 Risk of loss or damage by fire or other casualty to property or any part of property prior to the date Assignors deliver to Assignee the possession of the property,

shall be at the risk of Assignors. In the event of such loss or damage prior to closing, this agreement shall not be affected, but Assignors shall assign to Assignee all rights under any insurance policies applicable to the loss. If action is necessary to recover under any casualty policy, Assignors shall grant permission to bring the action in Assignors' names.

9.2 Improvements and personal property described above shall be maintained in their present condition prior to closing by Assignors, wear from reasonable use and deterioration excepted.

9.3 Possession of property, subject to the lease and tenancies referred to above, shall be transferred at closing.

#### 10. DEFAULT BY ASSIGNEE.

If the Assignee fails to pay the purchase price or to perform other obligations under the agreement, then the Assignors shall be entitled to request, specific performance, termination for breach, damages, interest and/or to refuse to hand over possession or to let the Assignee make use of the property. Payment default on the part of the Assignee shall, when extending beyond a period of one month, be deemed to constitute a material breach of contract, and shall entitle the Assignors to terminate for breach.

#### 11. DEFAULT BY ASSIGNORS.

If Assignors fail to perform any of their obligations under this agreement, any payments shall be returned to Assignee on demand or the Assignee may bring suit against Assignors for damages resulting from the breach of contract or the Assignee may bring an action of specific performance. Assignee's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Assignee for Assignors' breach hereof.

#### 12. ATTORNEYS FEES AND COSTS.

If any litigation is instituted with respect to enforcement of the terms of this contract, the prevailing party shall be entitled to recover all costs incurred, including but not limited to, reasonable attorney's fees and court costs.

#### 13. ASSIGNABILITY.

Assignee shall have the right to assign this Agreement and all of Assignee's rights and remedies hereunder. Upon payment under this agreement the assignee will assume all of the obligations of the assignor hereunder, then the assignor shall be relieved of all further obligations hereunder. The Assignee shall succeed to all assignors obligations and for all purposes be substituted and deemed to be assignor hereunder.

14. NOTICES.

Any notices required to be given shall be sent to the parties at their respective addresses or by e-mail. Such notice shall be effective upon delivery.

15. MODIFICATION.

This Agreement may not be modified or amended except in writing signed by the Assignors and the Assignee or their respective successors or assigns. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein, and supercedes all prior agreements or understanding between or among the parties needs relating to such subject matter. The Assignee and the Assignors may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition or obligation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Assignors

Jennifer Hammer  
[Signature]  
(Type or print name of witness)

Jennifer Hammer  
[Signature]  
(Type or print name of witness)

Jennifer Hammer  
[Signature]  
(Type or print name of witness)

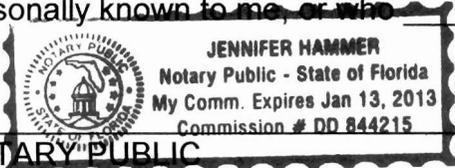
[Signature]  
WINTON S. DOUGLAS

[Signature]  
GREG SHAFFER

[Signature]  
Q-Free International AS  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Winton S. Douglas, who acknowledged before me on this 12<sup>th</sup> day of FEBRUARY, 2010, that they executed the foregoing instrument, and who were either {CHECK ONE}  personally known to me, or who \_\_\_\_\_ produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

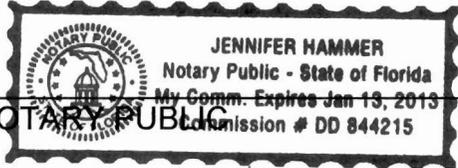
DD844215  
Commission Number

JENNIFER HAMMER  
Type or print name of Notary

JAN. 13 - 2013  
Commission Expiration Date

STATE OF FLORIDA  
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Greg Shaffer, who acknowledged before me on this 12<sup>th</sup> day of FEBRUARY, 2010, that they executed the foregoing instrument, and who were either {CHECK ONE}  personally known to me, or who \_\_\_\_\_ produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

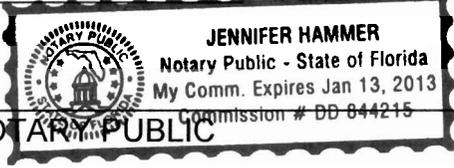
DD844215  
Commission Number

JENNIFER HAMMER  
Type or print name of Notary

JAN. 13 - 2013  
Commission Expiration Date

STATE OF FLORIDA  
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared MARIL HANCOCK, of Q-Free International AS, a corporation organized and existing under the laws of Norway, who acknowledged before me on this 12<sup>th</sup> day of FEBRUARY, 2010, that they executed the foregoing instrument, and who were either {CHECK ONE}  personally known to me, or who \_\_\_\_\_ produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

DD844215  
Commission Number

JENNIFER HAMMER  
Type or print name of Notary

JAN 13 - 2013  
Commission Expiration Date

LEASE AGREEMENT

THIS INSTRUMENT, made and entered into the 25 day of August, 1999, by and between the CITY OF LEESBURG, a Florida Municipal corporation, hereinafter called the Lessor, and KENNETH RAY SIMS, JOAN M. SIMS, KEVIN RAY SIMS, & WENDY J. SIMS, jointly and severally, hereinafter called the Lessee,

WITNESSETH:

Lessor owns the Leesburg Regional Airport. Lessee desires to rent space at the Airport for the purposes expressed below, and Lessor has consented to lease space to Lessee under the terms and conditions of this document.

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

1. PROPERTY AND TERM. The property which shall be subject to this Lease is specifically described on Exhibit "A" attached hereto. The term of this Lease shall commence as of the date this Lease is approved by the City Commission of the City of Leesburg, and will end at midnight on the date which is 20 years after the date the term commences. If Lessor has not previously given notice of its intent not to allow further extensions of the term, Lessee shall have the option to extend this Lease for successive additional terms of one year each, by giving written notice to Lessor of the exercise by Lessee of this right to extend, which notice must be actually received by Lessor not later than 90 days prior to the expiration of the then current lease term, **PROVIDED** that the rent during each such extension, if this option is exercised by Lessee, shall be adjusted as provided below.

2. RENT Rent during the term shall be paid monthly in advance, beginning as of the date the term commences. Rent during the first two years of the initial term shall be \$246.48 per month plus all applicable sales tax. Thereafter, rent will be adjusted as provided below. Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee.

Time is of the essence of this contract, and in particular Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so within 10 days of the due date will constitute a default under this lease and entitle Lessor, after first giving three days written notice of default to Lessee, to pursue any remedy allowed by law or under this lease for a default. If at any time a check given by Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payments under this lease to be made in cash or by cashier's check.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid when due shall bear interest at the rate of 1.5% per month (18% per annum) from the date when the same was payable by the terms hereof, until the same is paid by Lessee.

At the end of the first two years of the initial term, and each two years thereafter during the initial 20 year term of this Lease, the rent due hereunder shall be increased in an amount determined by multiplying the annual rent charged during the immediately preceding two years of the lease year by the percentage increase in the Consumer Price Index (all Urban Consumers, U.S. City Average) published by the United States Department of Labor, over the entire immediately preceding two years. There shall be no downward adjustments in rent. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living.

If Lessee exercises its right to renew this Lease for additional annual terms as provided above, the rent during the first of those renewal terms shall be "market value" rent as determined by two independent, qualified and licensed real estate appraisers, one chosen by Lessor and one by Lessee, who shall base their determination on the market rental value of the premises as improved property, including not only the rental value of the land but also the rental value of all permanent improvements and fixtures present on the land at that time. If the two appraisers are not able to agree on the rental amount, they shall choose a third appraiser who shall make his or her own independent evaluation of market rent and whose determination shall be binding on all parties. Rent shall thereafter be adjusted annually upon

each renewal by the Consumer Price Index in the manner provided above for biennial adjustments during the initial twenty year term.

3. USE. Lessee shall use the premises for a corporate aircraft hangar, and no other use shall be made of the premises without the prior, written permission of the Lessor. Lessee shall make no unlawful or offensive use of the premises, nor shall any commercial or industrial use be made thereof, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property. This facility is not to be used as a certified aircraft repair station.

Specifically, except as provided below Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances (other than aircraft fuel and lubricants commonly utilized in aircraft, while stored within the tanks or containers designed for such storage aboard the aircraft itself), machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. All solvents or other liquids used to clean aircraft or aircraft instruments must be stored in such a manner as to meet all applicable governmental codes and regulations for the storage of flammable or combustible materials. The City of Leesburg Fire Marshall shall have the right to inspect and approve or disapprove the storage methodology at any reasonable time. Lessee shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, whether or not permitted hereunder, as such may be defined from time to time by any local, State or Federal agency, whether at the premises or elsewhere. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on Lessee's premises.

4. INGRESS AND EGRESS. The Lessee, its employees, guests, invitees, and suppliers of materials and services shall have the nonexclusive right of ingress and egress to the premises over roadways established from time to time by Lessor, in common with other tenants at the Leesburg Municipal Airport, for the purpose of permitting Lessee to enjoy the rights, uses and privileges granted by

the Lessor hereunder, together with the right to joint use of the ramps, runways, taxiways, and other facilities provided for aircraft and the public at the airport.

5. **UTILITIES.** All utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, telephone and other telecommunications, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise) and janitorial service shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due.

6. **TAXES.** Lessee shall pay all sales taxes due on the rent under this lease, and all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes assessed against this leasehold interest. Lessor is a tax exempt entity, therefore if any taxes or assessments are levied against Lessor by reason of this Lease or Lessee's occupancy of the premises, Lessee shall pay all such taxes when due.

7. **INSURANCE.** Lessor shall insure the property against damage by fire and other casualties, however **such insurance shall protect Lessor's interests only.** Lessee is responsible for insuring its own personal property on the premises, along with the property of Lessee's patrons which may from time to time be stored at the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term, personal injury and public liability insurance in the amount of \$500,000.00 (\$1,000,000.00 is recommended but not required) as a single limits policy including both death or personal injury, and property damage coverage, showing Lessor as a named insured, as well as completed operations coverage of not less than \$500,000.00 showing Lessor as an additional insured. Proof of such insurance shall be provided to Lessor no later than the commencement of the term and upon request by Lessor thereafter for the balance of the term.

8. **MAINTENANCE.** Lessee shall maintain any structures or other improvements on the premises so that they are at all times safe for their intended uses and habitations, and so that they do not become an eyesore and are compatible with the conditions existing elsewhere on the airport. Lessee

shall maintain both the interior and exterior of all structures in such a manner that at the end of the term, the structures shall be returned to Lessor in good and serviceable condition, without any damage or wear other than and ordinary wear and tear a reasonable person would expect to occur over the life of the Lease term. If Lessee fails to maintain the structures properly, Lessor may give written notice of deficiencies to Lessee, specifying a time within which repairs are to be made, and if Lessee fails to act within the time specified, Lessor may make all repairs it deems necessary and charge the cost thereof to Lessee as additional rent hereunder, to be payable immediately upon demand. Lessee shall also maintain, at its expense, the grass, landscaping and other exterior areas of the leased premises not within any building or structure.

9. FIRE EQUIPMENT. Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for each room of leased premises in accordance with any FAA and City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections shall be provided to Lessor at least annually.

10. ENTRY AND INSPECTION. At any reasonable time, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this lease.

Lessor may show the premises to prospective purchasers and Mortgagees, and during the 90 days prior to termination of this lease, to prospective tenants, during business hours on reasonable notice to Lessee.

11. ADDITIONAL RENT. All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor

may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this lease, for nonpayment of the rent itself.

12. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory payment bonds, shall be secured. At the end of the term or upon any earlier termination of this lease, all alterations and improvements on the premises, not including trade fixtures, shall become the property of Lessor and shall not be removed by Lessee, unless prior to termination or within 5 days thereafter Lessor directs removal of any such improvements, in which case lessee shall at its expense remove those improvements specified within 15 days after termination and return the premises to their original condition.

13. LIENS. The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done

only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

14. REPRESENTATIONS OF LESSOR. In order to induce Lessee to enter into this lease, the Lessor has made the following representations and no others:

A. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as Lessee performs all the covenants and agreements of this lease, Lessee shall have quiet and undisturbed possession of the premises.

15. REPRESENTATIONS OF LESSEE. In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee has inspected the premises and found them to be fit for its intended purposes.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, and will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises.

C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.

D. Lessee will perform and abide by each and every term, covenant and agreement of this lease.

E. EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.

F. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this lease have been accomplished, and the person signing this lease is authorized to bind Lessee.

16. INDEMNITY. Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made against Lessor, or Lessor's interest in the premises, excepting only those matters which are the direct and proximate result of the gross negligence or deliberate acts of Lessor, its agents, servants or employees, arising out of or in any way connected with Lessee's use and occupation of the premises. If it becomes necessary for Lessor to defend any action against it, seeking to impose such liability, Lessee will pay not only any judgment entered against Lessor in such proceeding, but also all costs and attorney's fees incurred by Lessor in its defense of the proceeding.

17. DAMAGE BY LESSEE OR BY FIRE AND CASUALTY. In the event the premises are damaged by fire or other casualty, not caused by the negligent or deliberate acts of Lessee, its agents, servants, employees or guests, Lessor may elect to repair the damage within a reasonable time, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises, or in the alternative Lessor may at its sole option elect to terminate this Lease. If Lessor elects to terminate this Lease rather than repair the premises, any insurance proceeds payable due to a fire or other casualty shall be the sole property of Lessor.

If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, Lessee shall be obligated to restore the premises within a reasonable time at its expense, and if it fails to do so, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

18. **BANKRUPTCY.** This lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

19. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this lease on account thereof.

20. **DEFAULT.** In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than five (5) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent.

Should Lessee fail to pay any rent or additional rent hereunder, and if such rent is not paid along with any interest, penalties and late charges, within 3 days after written notice given by Lessor to Lessee, then Lessor may retake possession of the premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of 6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event

Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee. Once Lessor has retaken possession (or if Lessee refuses to surrender possession, once Lessor has given Lessee written notice of termination) this lease shall be terminated and Lessee shall have no right to reinstate this lease, whether by payment of the arrearages or otherwise.

Upon termination of this lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the premises to Lessor in accordance with this lease, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

**21. REMEDIES CUMULATIVE.** Lessor's remedies under this lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

**22. ARREARAGES.** Any amount of money to be paid to Lessor by Lessee under this lease, which is not paid within 10 days of the date when it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

**23. ASSIGNMENT.** This lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, without prior written permission from Lessor, which may not be

withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the assignment will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by Lessee remains in existence.

If this lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

If Lessee or any assignee or sublessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder:

- a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this lease;
- b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;
- c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this lease to less than 51%;
- d. Any change in the partners of a lessee which is a general partnership;

e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner, or any change in the membership or control of a limited liability company which is a lessee hereunder.

24. MEMORANDUM. Lessor may, at its option, record a memorandum of this lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises.

25. ESTOPPEL CERTIFICATE. At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The termination date of this lease;

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

26. RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

27. COSTS AND FEES. In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorneys fees, in addition to any other relief granted.

28. GOVERNING LAW. This lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this lease.

29. NOTICES. Any notice required by this lease shall be in writing and shall be either delivered in person, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective upon the date of postmark, and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- A. To Lessor: at the address given for payment of rent.
- B. To Lessee at 8001 Clarcona Ocoee Road, Orlando, Florida 23818.

30. CONSTRUCTION. Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner.

31. NATURE OF AGREEMENT. This lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this lease which are not expressly contained herein. This lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto, including Guarantors. This Lease is intended to be a complete restatement of the prior lease dated October 1, 1979, which shall henceforth be deemed to have merged into this Lease, after which it shall have no independent force or effect. As to any conflict between this Lease and the prior lease, this Lease shall govern. Entry by Lessor into this Lease shall not be deemed a waiver or dismissal of any default under the prior lease on the part of Lessee and to the extent of any such default under the prior lease, in existence as of the date of this Lease, Lessor shall

retain all rights and remedies available to it under the prior lease, and to the extent such existing default is also a default under this Lease, shall also have available to it all remedies provided herein.

32. **BINDING EFFECT.** This lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

33. **CONDEMNATION.** In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this lease or to repair and restore the remaining portion of the premises at its own expense, and keep this lease in force.

34. **SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

35. **RULES AND REGULATIONS.**

(a) The Lessor has appointed a manager for the Leesburg Municipal Airport, and the Lessor reserves the right for the said manager or his duly authorized agent to enter the premises during business hours for the purpose of performing inspections considered necessary by the manager, and the Lessee shall promptly correct any conditions which are reasonably considered a hazard to life or to protect property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials in, on or about the premises leased; however, excluding aircraft fuel tanks and such fluids as may be used in cleaning aircraft and related parts.

(b) The Lessee covenants and agrees to observe and obey all reasonable and lawful rules and regulations which may, from time to time, during the term hereof, be adopted and promulgated by the Lessor for operations at said airport.

(c) 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 heretofore 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 said airspace for landing on, taking off from or operation on the airport.

(d) The Lessor reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Lessee hereunder, Lessee shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor to continue to operate without competition.

(e) The Lessee agrees for itself, its successors and assigns, to prevent any use of the heretofore described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

(f) The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real property to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by F.A.A.

(g) This lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and 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.

(h) This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the Lessor acquired the property known as Leesburg Municipal Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

36. NON-EXCLUSIVE RIGHT PROVISION. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

37. NONDISCRIMINATION PROVISIONS.

(a) The Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land 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 is 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 origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any aspect of the process of such construction, or the awarding of bids;

(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.

(b) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same 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 of rights.

(c) Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provision (c) above.

(e) Lessee agrees that it shall insert the above provisions in any lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

38. **ADA COMPLIANCE.** If during the term any alterations or improvements to the premises are required in order to comply with the Americans With Disabilities Act, such improvements shall be the responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in all of its activities at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure by Lessee to make any improvements required by the ADA in connection with the use and occupancy of the premises by Lessee.

39. **HANGAR CONSTRUCTION.** As part of the consideration to Lessor for entering into this Lease, Lessee agrees to construct an aircraft hangar of at least 100 ft. by 100 ft. on the premises, at a cost of not less than \$175,000.00, which meets all current standards imposed by Lessor for corporate hangars at the Airport, along with any additional standards imposed by the Fire Marshall and Building Official due to the proposed uses to which Lessee intends to put the structure. Lessee will pay all costs of site plan formulation, building plans and specifications, construction and landscaping of the building, and any other costs associated with the construction process. Lessee shall at Lessee's sole expense apply for and obtain permits for the construction from Lessor and the St. Johns River Water Management District and other agencies with jurisdiction, promptly and without delay, once this Lease is fully signed and has been approved by the City Commission, and shall pursue diligently the issuance of all permits for the construction. Lessee shall complete the construction of the hangar and obtain a Certificate of Occupancy for it by not later than six months after the approval of this Lease by the Leesburg City Commission. Prior

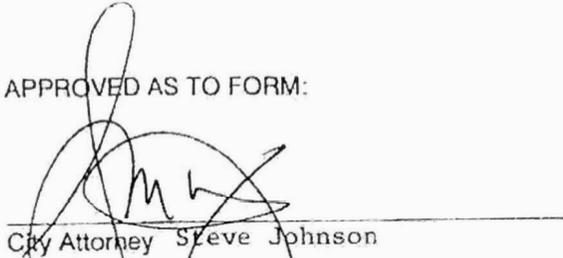
to commencement of construction, Lessee must obtain written approval from Lessor for the plans and specifications for the building, including but not limited to building plans, slab/footer plans, and a landscape plan incorporating an automated underground sprinkler system

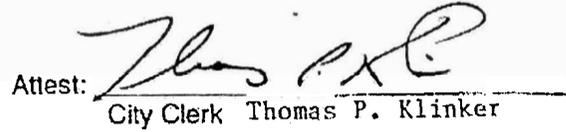
IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

LESSOR: The City of Leesburg, Florida

BY:   
Mayor/Commissioner Bob Lovell

APPROVED AS TO FORM:

  
City Attorney Steve Johnson

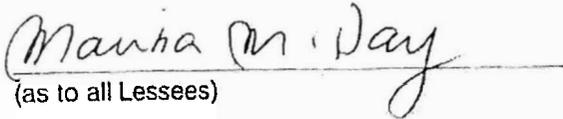
Attest:   
City Clerk Thomas P. Klinker

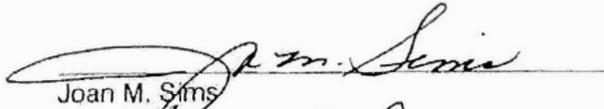
WITNESSES (two required):

  
(as to all Lessees)

LESSEE:

  
Kenneth Ray Sims

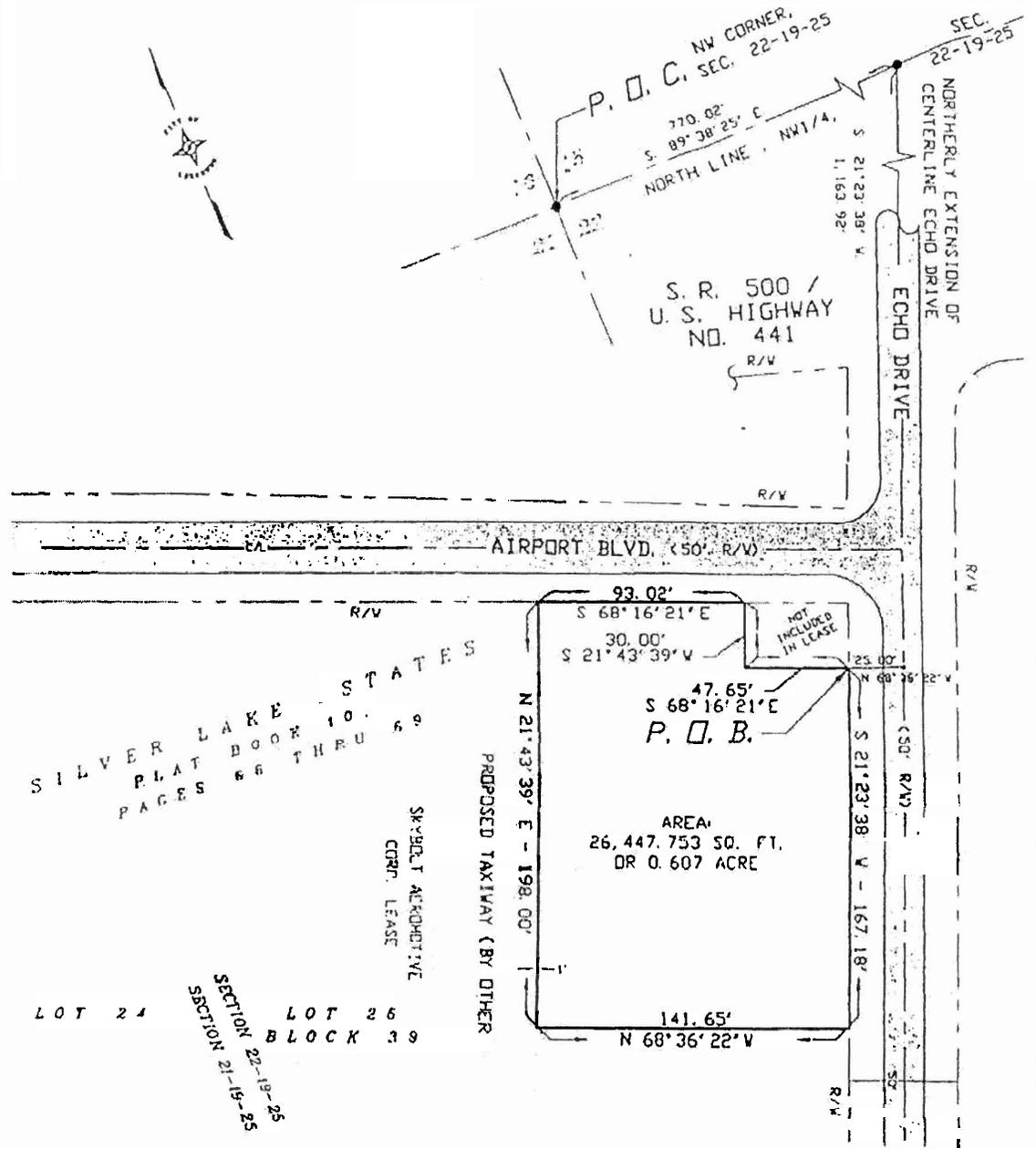
  
(as to all Lessees)

  
Joan M. Sims

  
Kevin Ray Sims

  
Wendy J. Sims

DATED: September 13, 1999



SECTION: 22-19-25

 **CITY OF LEESBURG**  
 ENGINEERING DEPARTMENT  
 600 GANNON STREET  
 LEESBURG, FLORIDA 34748-0630  
 PHONE: (888) 738-8768  
 FAX: (352) 738-8768

**SIMS UNLIMITED**  
**LEASE PROPERTY AT**  
**LEEBSBURG REGIONAL**  
**AIRPORT**

DATE: 7/16/99  
 DRAWN: S.W.P.  
 CHECKED: D.D.F.  
 APPROVED: D.H.K.  
 SCALE: 1" = 60'  
 FILE NO.: AP99004

SHEET NUMBER  
2  
 OF  
2

DATED: September 13, 1999

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED AT THE LEESBURG REGIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND ALSO BEING A PORTION OF LOT 25, BLOCK 39 OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THRU 69 OF THE PUBLIC RECORDS OF SAID LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, FOR THE POINT OF COMMENCEMENT (P.O.C.); THENCE RUN SOUTH 89°38'25" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (N.W. 1/4) OF SAID SECTION 22, A DISTANCE OF 770.02 FEET TO THE CENTERLINE OF ECHO DRIVE EXTENDED NORTHERLY, AS SITUATED AT SAID LEESBURG REGIONAL AIRPORT; THENCE RUN SOUTH 21°23'38" WEST, ALONG THE CENTERLINE OF SAID ECHO DRIVE AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1,163.92 FEET; THENCE RUN NORTH 68°36'22" WEST, PERPENDICULAR WITH SAID CENTERLINE, A DISTANCE OF 25.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID ECHO DRIVE AND THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION; THENCE RUN SOUTH 21°23'38" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ECHO DRIVE, A DISTANCE OF 167.18 FEET; THENCE RUN NORTH 68°36'22" WEST, A DISTANCE OF 141.65 FEET; THENCE RUN NORTH 21°43'39" EAST, A DISTANCE OF 198.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT BOULEVARD, THENCE RUN SOUTH 68°16'21" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT BOULEVARD, A DISTANCE OF 93.02 FEET; THENCE RUN SOUTH 21°43'39" WEST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 68°16'21" EAST, A DISTANCE OF 47.65 FEET TO THE POINT OF BEGINNING (P.O.B.).

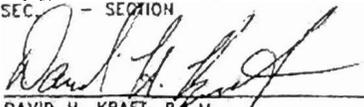
THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED AT THE LEESBURG REGIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 26,447.753 SQUARE FEET OR 0.607 ACRE.

**SURVEYOR'S REPORT:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS, SHOWN HEREON, ARE RELATIVE TO ASSUMED DATUM, BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 22, T.19S., R.25E., LAKE COUNTY, FLORIDA AS BEING S.89°38'25"E.
3. THE LEGAL DESCRIPTION, SHOWN HEREON, WAS PREPARED UNDER THE DIRECTION OF THE SURVEYOR, ACCORDING TO THE INSTRUCTIONS PROVIDED BY CHARLIE WELLER, REGIONAL AIRPORT MANAGER OF THE CITY OF LEESBURG.
4. THIS IS NOT A SURVEY.

**LEGEND**

- C/L - CENTERLINE
- R/W - RIGHT-OF-WAY
- SQ. FT. - SQUARE FEET
- S.R. - STATE ROAD
- U.S. - UNITED STATES
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- SEC. - SECTION



DAVID H. KRAFT, P.S.M.  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 4365

SECTION: 22-19-25

**SIMS UNLIMITED**  
**LEASE PROPERTY AT**  
**LEESBURG REGIONAL**  
**AIRPORT**

DATE: 7/16/99  
DRAWN: S.W.P.  
CHECKED: D.D.F.  
APPROVED: D.H.K.  
SCALE: N/A  
FILE NO.: AP99004

SHEET NUMBER  
1  
OF  
2



**CITY OF LEESBURG**  
**ENGINEERING DEPARTMENT**  
800 DELAWARE STREET  
LEESBURG, FLORIDA 34744-0630  
PHONE (352) 739-6700  
FAX (352) 739-9750

## EXHIBIT "B"

NONE – Assignors shall have 14 days from the date of the closing stated in the Agreement for Assignment to remove all personal property.

## ASSIGNMENT OF LEASE

IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, and subject to the Agreement for Sale of Property and Assignment of Lease between the parties dated 12/13 Feb 71, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in "the Lease" between the Assignor and the City of Leesburg ("the Landlord") dated 25 Aug 1999. A copy of the Lease is attached hereto and made a part hereof by reference.
2. The Assignor represents and warrants that:
  - a) It has the full power and capacity to enter into this Agreement and effect the assignment contemplated herein;
  - b) It has not previously assigned any right, title or interest in and to the Lease; and,
  - c) The lease is owned by the Assignor free and clear of all mortgages, charges, security interests, liens, encumbrances and other rights of third parties whatsoever.
3. Assignee agrees to accept said Lease, pay all rents and punctually perform all of Assignor's obligations under said Lease accruing on and after the date of delivery of possession to the Assignee as contained herein.
4. The parties acknowledge that Assignor shall deliver possession of the leased subject to Assignee on 28 Feb 71 "Closing date", subject to the Agreement for Sale of Property and Assignment of Lease between the parties dated 12/13 Feb 71, and subject to the conditions in Clause 7 herein. All rents and other charges accrued under the Lease prior to said date shall be fully paid by Assignor, and thereafter by the Assignee.
5. The parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.
6. This Assignment shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.
7. This Assignment is subject to the City of Leesburg's written consent to the Assignment and Assignee's acceptance of the City of Leesburg's conditions to their consent.

EXHIBIT "C"

Exhibit "C"

IN WITNESS WHEREOF this Assignment has been executed by the parties hereto as of the date first above written.

JENNIFER HAMMILL  
[Signature]  
(Type or print name of witness)

[Signature]  
WINTON S. DOUGLAS

JENNIFER HAMMILL  
[Signature]  
(Type or print name of witness)

[Signature]  
GREG SHAFFER

JENNIFER HAMMILL  
[Signature]  
(Type or print name of witness)

\_\_\_\_\_  
Q-Free International AS  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit "C"

IN WITNESS WHEREOF this Assignment has been executed by the parties hereto as of the date first above written.

\_\_\_\_\_  
\_\_\_\_\_  
(Type or print name of witness)

\_\_\_\_\_  
WINTON S. DOUGLAS

\_\_\_\_\_  
\_\_\_\_\_  
(Type or print name of witness)

\_\_\_\_\_  
GREG SHAFFER

*Debra A. Bowers*  
\_\_\_\_\_  
Debra A. Bowers  
(Type or print name of witness)

*[Signature]*  
\_\_\_\_\_  
Q-Free International AS  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **TENANT CONTACT INFORMATION**

**Wingover LLC (Kathy Hirtz)**  
**352-728-5667**  
**9020 Airport Blvd.**  
**Leesburg, FL 34788**

**Av-Mech (Arnold Holmes)**  
**352-617-2029**  
**9020 Airport Blvd.**  
**Leesburg, FL 34788**

**Orestes Lorenzo**  
**321-624-3088**  
**6118 Ranch Lake Rd.**  
**Groveland, FL 34736**

**EXHIBIT "D"**