

ORDINANCE NO. 93-14

**AN ORDINANCE AMENDING ORDINANCE NO. 39-14,
PASSED MARCH 10, 2014, PERTAINING TO THE LEASE OF
LAND AT THE MEDINA MUNICIPAL AIRPORT.**

WHEREAS: Ordinance No. 39-14, passed March 10, 2014, authorized the Sublease Agreement between the City of Medina, Flight Services of Medina, and Private Hangars MMA; and

WHEREAS: That the Sublease Agreement has been modified.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY
OF MEDINA, OHIO:**

SEC. 1: That the Sublease Agreement authorized in Ordinance No. 39-14, passed March 10, 2014 is hereby amended and hereby replaced with the modified Sublease Agreement between the City of Medina, Flight Services of Medina, A Division of Olson Products, Inc., and Private Hangars MMA LLC, an Ohio Limited Liability Company regarding the lease of land at the Medina Municipal Airport.

SEC. 2: That a copy of the modified Sublease Agreement is marked Exhibit A, attached hereto, and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: May 27, 2014

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: May 28, 2014

SIGNED: Dennis Hanwell
Mayor

SUBLEASE

THIS SUBLEASE (the "Sublease") is made and entered into this 28 day of May, 2014, by and between the CITY OF MEDINA, a municipal corporation, with a mailing address of 132 North Elmwood Avenue, Medina, Ohio 44256, ("Owner") and FLIGHT SERVICES OF MEDINA, a division of OLSON PRODUCTS, INC., an Ohio corporation, with a mailing address of POB 1043, Medina, Ohio 44258, attention Earle Olson, President ("Sublessor") and PRIVATE HANGARS MMA LLC, an Ohio limited liability company, with a mailing address of _____, Medina, Ohio _____ ("Sublessee"; Sublessee and Sublessor are collectively the "Parties" or individually a "Party").

WHEREAS, the City of Medina, an Ohio political subdivision (the "Lessor") leases the real property and improvements located at 2050 Medina Road, Medina, Medina County, Ohio, comprising the Medina Municipal Airport, together with all appurtenances thereto (collectively, the "Airport") to Sublessor, as "Lessee", pursuant to that certain Lease Agreement, dated December 12, 2001 (the "Master Lease"), a true and correct copy of which is attached hereto and made a part hereof as Exhibit A;

WHEREAS, the Sublessee desires to lease two 12,000 square foot parcels of land which is a portion of the land at which the Airport is located, as more fully described on Exhibit B and graphically depicted on Exhibit C, both attached hereto and made a part hereof, together with all appurtenances thereto (collectively, the "Premises") for the purpose of installing and operating two hangar facilities (the "Hangars");

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Grant of Leasehold Interest in Premises/Master Lease/Easements.
 - (a) In consideration of the rents and covenants herein stipulated to be paid and performed by Sublessee, Sublessor does hereby let and sublease unto Sublessee, and Sublessee does hereby take and accept the Premises subject to the terms of this Sublease and the Master Lease.
 - (b) Notwithstanding anything contained herein to the contrary, this Sublease is subject and subordinate to the Master Lease, and to any mortgage to which the Master Lease is subject and subordinate. Sublessee agrees, upon demand, to execute such further instruments subordinating this Sublease, as may be required pursuant to the Master Lease.
 - (c) All of the terms, covenants, and conditions of the Master Lease are incorporated herein as if expressly set forth and restated in their entirety and made a part hereof. To the extent that any of the provisions of this Sublease conflict with any of the provisions of the Master Lease, the provisions of this Sublease shall be controlling; provided however, provisions in this Sublease

which conflict with the Master Lease will not alter the rights or obligations of Lessor in the absence of Lessor's consent to the contrary.

- (d) Except to the extent specifically modified by this Sublease: (i) the responsibilities and privileges accorded to the Lessor in the Master Lease shall, be binding on and inure to the benefit of the Lessor; (ii) the term "Lessee" as used in the Master Lease shall refer to the Sublessor, its successors and assigns; (iii) the responsibilities and privileges accorded to the Sublessor as Lessee in the Master Lease shall be binding on and inure to the benefit of the Sublessee relative to the possession and use of the Premises, and, for such purposes the term "Lessee" as used in the Master Lease shall refer to the Sublessee, its permitted successors and assigns; and (iv) the term "premises" used in the Master Lease shall be synonymous with the term "Airport" as used in this Sublease.
- (e) In any case where the Lessor reserves or is granted the right to enter the Premises under the Master Lease, said right shall inure to the benefit of Lessor as well as the Sublessor.
- (f) In any case where the consent or approval of Lessor is required under the Master Lease, the consent or approval of both said Lessor and the Sublessor shall be required.
- (g) Sublessee covenants and agrees with Sublessor that Sublessee shall observe, perform, conform to and comply with all terms, covenants, conditions, agreements and obligations of Sublessor under the Master Lease relative to the possession and operation of the Premises at the time and in the manner required thereby in the place and stead of Sublessor, and agrees to indemnify, defend and hold Sublessor harmless from and against a breach of such terms, covenants, conditions, agreements and obligations by Sublessee and Sublessee's invitees. The phrase "Sublessee's invitees" will include but not be limited to Sublessee's members, managers, officers, employees, contractors, suppliers, laborers, guests, occupants, creditors, or anyone or any entity within Sublessee's control or acting at the request of Sublessee.
- (h) Concurrently with the grant of the subleasehold estate in the Premises, Sublessor hereby grants Sublessee easements over portions of the Airport for airplane taxi ways, ground vehicle and pedestrian access, parking and utilities, all as graphically depicted on Exhibit C (collectively, the "Basements"). Sublessee will not obstruct and will not permit the obstruction of the areas of the Easements. Sublessee agrees to indemnify, defend and hold Sublessor harmless from and against all claims and damages arising from Sublessee's and Sublessee's invitees' use of the Easements. The Easements will terminate upon the expiration or termination of this Sublease or the termination of Sublessee's right of possession.

2. Term. The term of this Sublease shall be for a period commencing on _____, 2014, at 11:59 PM EST on December 31, 2035. In the event that the Sublessor's Master Lease terminates or expires prior to December 31, 2035, the City of Medina agrees to honor the term of this Sublease to December 31, 2035. The Sublessee shall have an option to renew this Sublease prior to the termination date of December 31, 2035, for a term and at a cost that will need to be negotiated with the City of Medina.

3. Rent. Sublessee shall pay to Sublessor during the initial term of this Sublease rent ("Rent") in an amount equal to: (a) a pro-rata share of all rent, operating expenses, real estate taxes and assessments, insurance premiums, utility costs, and other fees, costs, payments, charges, expenses, and amounts due and payable by Sublessor to the landlord under the Master Lease; and (b) a pro-rata share of the costs and expenses incurred by Sublessor for any insurance, maintenance (including repairs and replacements), utilities, security, fire protection, trash removal conducted or contractor for by Sublessor for the benefit of the Airport which are not required under the Master Lease; and (c) a pro-rata share of all costs and expenses incurred by Sublessor in the exercise of self-help rights in the event of Sublessee's uncured and continuing default of this Sublease (for which Sublessor has the option but not the obligation to undertake); and (d) an Airport Use Fee. All Rent shall be due and payable in advance, without demand, deduction, or setoff, at the same time as each and every payment of rent and other such amounts are due and payable under the Master Lease. "Pro-rata share" shall be determined pursuant to a fraction, the numerator of which is the Premises acreage and the denominator of which is the Airport acreage.

4. Condition of Premises/Operation/Hangars Rules. Sublessor will install the Hangars on the Premises at Sublessee's sole cost and expense and sell the individual hangars to persons. Sublessee accepts the Premises and the Hangars in their present "AS IS, WHERE IS, WITH ALL FAULTS" condition, without any representations, covenants, or warranties whatsoever by Sublessor as to the state, condition, fitness or suitability of the Premises for Sublessee's intended purposes. Sublessee acknowledges that no representations have been made to Sublessee with respect to the condition of the Hangars or the Premises and that in entering into this Sublease, Sublessee has relied exclusively upon its own examination of the Premises. Sublessor will assign all warranties of the manufacture(s) of the Hangars and related improvements to Sublessee to the extent such warranties are assignable by Sublessor. Sublessee specifically acknowledges and agrees that Sublessor has and shall have no obligation to perform any maintenance or operational work in connection with this Sublease. Sublessee agrees that Sublessee will be responsible to operate and maintain (including repairs and replacements) the Hangars at Sublessee's sole cost and in compliance with any reasonable requirements of Lessor and in compliance with the Hangar Rules (defined below). A copy of the current rules governing the use, occupancy and operation of the Hangars is attached hereto as Exhibit D and made a part hereof (the "Hangar Rules"), and are subject to change at the discretion of Sublessor.

5. Compliance With All Laws. Sublessee shall at its cost cause the Premises, the Hangar and its members and invitees to comply with all applicable laws, ordinances, orders, codes, regulations and governmental directions at all times.

6. Waiver of Subrogation. In the event of damage to or destruction of the Premises or the Hangar or its contents caused by any of the perils covered by fire and/or extended coverage insurance or other insurance policies of either party, Sublessor and Sublessee hereby waive each as against the other any claim or right with respect thereto, to the extent of any proceeds received under any such policy, notwithstanding the fact that such damage or destruction shall be due to the negligence of the Party in whose favor this provision operates.

7. Subordination. Sublessee hereby agrees that: (a) this Sublease shall be subordinate to any mortgages of the Premises granted by Sublessor and the rights of the mortgagee thereunder; (b) Sublessee hereby attorns to any such mortgagee, such attornment to be effective upon such mortgagee's acquisition of title to the Premises; (c) Sublessee shall execute such further evidences of attornment as any such mortgagee may from time to time reasonably request; and (d) such attornment shall not be terminated or adversely affected by foreclosure.

8. Surrender/Improvements.

(a) At the termination of this Sublease, Sublessee shall surrender the Premises to the City of Medina, Ohio, possession of the Hangar and all appurtenances and improvements related thereto, in good condition and repair, ordinary wear and tear excepted. In the event that the Sublessor's Master Lease terminates or expires prior to December 31, 2035, the City of Medina agrees to honor the term of this Sublease to December 31, 2035. The Sublessee shall have an option to renew this Sublease prior to the termination date of December 31, 2035, for a term and at a cost that will need to be negotiated with the City of Medina. If the Master Lease terminates and this Sublease terminates, the Premises shall become the property of the City of Medina.

(b) In the event Sublessee vacates the Premises (whether as a result of termination of this Sublease, termination of Sublessee's right of possession, eviction, or otherwise), all personal property shall be removed within ten (10) days of notice from Sublessor to remove all personal property. Personal property left behind will be deemed abandoned and Sublessor may dispose or otherwise possess the personal property free of any claim of Sublessee.

(c) Sublessee shall not improve, alter, or modify the Premises without the prior written consent of Sublessor, which consent shall not be unreasonably withheld.

9. Use/Sublessee Solely Responsible for Hangars and Contents. Sublessee shall use and occupy the Premises only for the installation, maintenance and operation of the Hangar, subject to the restrictions, covenants and obligations imposed under the Master Lease. Sublessee shall be solely responsible for the maintenance and operation of the Hangar and its contents. The Hangars and all personal property on the Premises shall be the sole responsibility and at the sole risk of Sublessee. Sublessee shall indemnify, defend and hold harmless Sublessor against any and all claims and damages arising from Sublessee's use of the Premises, maintenance and operation of the Hangars and its contents. Sublessee hereby releases Sublessor of all claims and

damages arising from Sublessee's use of the Premises, maintenance and operation of the Hangars and its contents, except to the extent such claims or damages arise solely from the gross negligence, recklessness or criminal conduct of Sublessor.

10. Access. Sublessor shall have access to the Premises at all times upon reasonable notice, which shall be not less than twenty four (24) hour's advance notice, or immediately in the event of emergency with notice to be given promptly thereafter as may be practicable under the circumstances.

11. Default. If one or more of the Defaults (defined below) shall happen and be continuing beyond the applicable cure period, Sublessor shall have the right, at its option, to give a written notice specifying a date on which this Sublease or Sublessee's right of possession in the Premises shall terminate and expire. In addition, Sublessor may at any time pursue any other or further rights and/or remedies available to it hereunder, under the Master Lease, at law, in equity, and or otherwise. The following events shall be defaults (collectively, "Defaults" or individually a "Default") under this Sublease: (a) Sublessee fails to make punctual payment of Rent or any other amount to be paid under this Sublease by Sublessee and that failure continues for five (5) days after notice from Sublessor; (b) Sublessee fails to perform or observe any other covenant or condition to be performed or complied with by Sublessee under this Sublease (including, without limitation the Hangar Rules defined below) and that failure continues for twenty (20) days after notice by Sublessor to Sublessee; or if the breach is of such a nature that it cannot reasonably be cured or remedied within the twenty (20) day period, Sublessee fails to diligently commence to cure the same during the twenty (20) day period or does not thereafter, with reasonable diligence and in good faith, proceed to remedy or cure the same; (c) an attachment or execution is levied or any lien is filed upon the Premise, Sublessee's Hanger, other property in the Premises, or Sublessee's interest under this Sublease that is not satisfied or stayed within thirty (30) days of the levy or filing; (d) Sublessee files a petition in bankruptcy or a petition or answer seeking reorganization of Sublessee under the Federal Bankruptcy Code or any other applicable statute; or (e) an order is entered adjudicating Sublessee a bankrupt or approving an involuntary petition seeking a reorganization of Sublessee under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of Sublessee, and the order is not vacated or stayed within forty five (45) days of such entry.

12. Quiet Enjoyment. Sublessor agrees that Sublessee, upon paying the Rent hereinabove set forth and performing and observing the covenants and conditions herein contained, shall and will peacefully and quietly have, hold and enjoy the Premises during the term of this Sublease.

13. Brokers. Sublessor and Sublessee each warrant and represent to the other that it had no dealing with any broker or finder concerning the subletting of the Premises to Sublessee. Each Party agrees to indemnify and hold the other harmless from any and all liabilities and expenses, including, without limitation, reasonable attorneys, fees, arising out of claims against the other Party by any other broker, consultant, finder or like agent claiming to have brought about this Sublease based upon the alleged acts of the indemnifying party. This section shall survive the expiration or termination of this Sublease.

14. Assignment/Subletting. Sublessee shall not assign or sublet the Premises (or any part thereof) without the prior written consent of Sublessor, which consent may be withheld in Sublessor's sole and absolute discretion. Notwithstanding the foregoing, Sublessor acknowledges and agrees that Sublessee will be permitted to allow its equity members to access, operate and use the facilities within the Hangar, all as provided in the Sublessee's operating agreement.

15. No Waiver. The failure of Sublessor to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Sublease, or to exercise any election or option contained in this Sublease, shall not be construed as a waiver or relinquishment, or the future or in any other instance, of such covenant, agreement, term, provision, condition, election or option.

16. Holdover. If Sublessee shall unlawfully hold possession of the Premises after the end of the term or termination of this Sublease or Sublessee's right of possession, then without limitation of Sublessor's rights and remedies under this Sublease at law or in equity, Sublessee shall pay to Sublessor the greater of (i) any amounts owed by Sublessor to Lessor as a result of Sublessee's holding over, or (ii) monthly holdover rent equal to two hundred percent (200%) of the fair rental value for the Premises as of the last month of the Term. Fair rental value will be determined by agreement of the Parties; provided however, in the event the Parties are unable to agree on fair rental value, each Party will hire a duly licensed MAI appraiser to appraise fair rental value within twenty (20) days of the expiration or termination of the Sublease or Sublessee's right of possession. In the event the first two (2) appraisers do not agree on fair rental value, the first two appraisers shall choose a third appraiser (with the cost of such third appraiser split equally between the Parties) to determine fair rental value, provided however such determination shall not be less than the lower of the first two (2) appraisals, nor greater than the higher of the first two (2) appraisals.

17. Sublessor Right of Assignment. As used in this Sublease, the term "Sublessor" shall refer only to the owner from time to time of the "Lessee's" interest in the Master Lease so that if Sublessor shall assign its interest in the Master Lease, then the assignor shall be entirely freed from all obligations, covenants and duties under this Sublease thereafter accruing, provided that the assignee assumes the liability of Sublessor for all such obligations, covenants and duties under this Sublease thereafter accruing.

18. Sublessor Right to Cure. If Sublessee shall at any time fail to perform any of its obligations under this Sublease or the Master Lease, Sublessor may, but shall not be obligated to, cure such failure for the account of and at the expense of Sublessee, and the amount of any costs, payments or expenses incurred by Sublessor in connection with such cure (including reasonable counsel fees) shall be deemed additional rent and payable by Sublessee on demand.

19. Estoppel Certificates. Each Party agrees to periodically furnish, within five (5) business days of request by the other Party, a certificate signed by the other party certifying (to the extent same is true); (a) this Sublease is in full force and effect and unmodified; (b) the term has commenced and the full rent is then accruing under this Sublease; (c) Sublessee has accepted

possession of the Premises and that any improvements required by the terms of this Sublease have been completed to the satisfaction of Sublessee; (d) the date to which rent has been paid; (e) no rent has been paid more than thirty (30) days in advance of its due date; (f) the address for Notices to be sent to the certifying Party is as set forth in this Sublease (or has been changed by Notice duly given and is as set forth in the certificate); (g) to the knowledge of the certifying party, the other party is not then in default under this Sublease; and (h) such other factual matters as may be requested by such Party.

20. Authority. Each Party represents and warrants to the other Party: (a) the execution, delivery and performance of this Sublease have been duly approved by such Party, and that no further limited liability company action is required on the part of Sublessee and no further corporate action is required on the part of Sublessor to execute, deliver and perform this Sublease; (b) the person(s) executing this Sublease on behalf of such Party have all requisite authority to execute and deliver this Sublease; and (c) this Sublease, as executed and delivered by such person(s), is valid, legal and binding on such Party, and is enforceable against such Party in accordance with its terms, all subject to receipt of Lessor's consent to this Sublease.

21. Notices. Unless otherwise provided in this Sublease, all notices required under this Sublease to Sublessor or Sublessee shall be in writing and shall be addressed to the addresses indicated in the preamble of this Sublease on Page 1 or to any subsequent address which such Party may designate in writing delivered at least thirty (30) days in advance to the other Party for such purpose. All notices shall be deemed to be properly served if delivered to the appropriate address(es) by hand delivery, registered or certified mail (with postage prepaid and return receipt requested), or nationally recognized overnight courier services for next business day delivery. Date of service of a notice served by U.S. Postal Service shall be the second business day after the date of posting; otherwise the date of refusal or receipt. Date of service of a notice sent via overnight courier service shall be the business day such service delivers the notice.

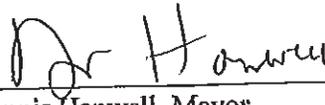
22. Miscellaneous.

- a. This Sublease: (i) contains the entire agreement of the Parties with respect to the subject matter which it covers; (ii) supersedes all prior or other negotiations, representations, understandings and agreements of, by or between the Parties, which shall be deemed fully merged in this Sublease; (iii) shall be construed and governed by the laws of the State of Ohio; and (iv) may not be changed or terminated orally.
- b. This Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.
- c. The captions in this Sublease are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope of this Sublease or the meaning or intent of any provision of this Sublease.

- d. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- e. Should any provision of this Sublease require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms of this Sublease shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Sublease and that legal counsel was consulted by each responsible party before the execution of this Sublease.
- f. No waiver of any provision of this Sublease shall be effective unless set forth in a writing executed by the party against which enforcement is sought.
- g. If any provision of this Sublease is declared invalid or unenforceable, the remainder of the Sublease shall continue in full force and effect.
- h. Time is of the essence of every provision of this Sublease.
- j. **SUBLANDLORD AND SUBTENANT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER IN CONNECTION WITH ANY MATTER ARISING OUT OF OR CONNECTED WITH THE SUBLEASE, SUBTENANT'S USE OR OCCUPANCY OF THE SUBLEASED PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE TO ABIDE BY THE ALTERNATIVE DISPUTE RESOLUTION METHOD SET FORTH IN SECTION 15 OF THE MASTER LEASE.**
- k. Except as expressly provided herein with respect to Sublessee's invitees (e.g. the equity members), there are no third party beneficiaries of this Sublease, either express or implied.

IN WITNESS WHEREOF, Sublessor and Sublessee have each executed this Sublease as of the date first above written.

CITY OF MEDINA
an Ohio municipal corporation

By: 
Dennis Hanwell, Mayor

FLIGHT SERVICES OF MEDINA, a division of
OLSON PRODUCTS, INC., an Ohio corporation

By: _____
Earle Olson, President

PRIVATE HANGARS MMA LLC, an Ohio
limited liability company

By: _____
[Managing Member]

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, did personally appear Dennis Hanwell, Mayor of the City of Medina, an Ohio municipal corporation, who acknowledged to me that he did sign the foregoing instrument as such officer and that the same is his free act and deed, both individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio this 20th day of May, 2014.

Kimberly H. Walter

NOTARY PUBLIC
KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2013

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, did personally appear Earle Olson, the president of Flight Services of Medina, a division of Olson Products, Inc., an Ohio corporation, who acknowledged to me that he did sign the foregoing instrument as such member and that the same is his free act and deed, both individually and as such member of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio this ____ day of _____, 2014.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, did personally appear _____, the Managing Member of Private Hangars MMC LLC, an Ohio limited liability company, who acknowledged to me that he/she did sign the foregoing instrument as such member and that the same is his/her free act and deed, both individually and as such member of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2014.

NOTARY PUBLIC

This Instrument Prepared By:

David V. Allen, Esq.
TAFT, STETTINIUS & HOLLISTER LLP
3500 BP Tower
200 Public Square
Cleveland, Ohio 44113

ORD. 198-01
EXHIBIT A

LEASE AGREEMENT
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO

This Lease Agreement (hereinafter called Agreement) is hereby made and entered into this 12 day of December, 2001, by and between the City of Medina, Ohio, (hereinafter sometimes referred to as the "City") and Flight Services of Medina, a division of Olson Products (hereinafter sometimes referred to as "Lessee").

WITNESSETH:

WHEREAS, the City of Medina is the owner of the Medina Municipal Airport; and

WHEREAS, the Medina Municipal Airport is operated under the direction and supervision of the City of Medina; and

WHEREAS, Ordinance No. 198-01 passed by the Medina City Council on November 12, 2001, has authorized and directed the Mayor of said City to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the said parties, City and Lessee, their successors and assigns, hereby covenant, promise, and agree as follows:

SECTION 1 - PREMISES

The City of Medina hereby leases to Lessee and Lessee does hereby rent from the City the premises located on the site of the Medina Municipal Airport, with street address of 2050 Medina Road, Medina, Ohio 44256, as described as follows and shown on the attached "Exhibit A," the description of which and the terms and conditions thereof being fully incorporated herein by reference:

A. The exclusive use of a plot totaling about 0.574 acres (50' x 50'). The remaining area is available to Lessee for conduct of his operations, subject to all F.A.A. regulations.

B. The exclusive use of a plot totaling approximately 12.3063 acres (550' x 1000', irregular shape). The area is available to Lessee for conduct of his operations, subject to all F.A.A. regulations.

EXHIBIT A

SECTION 2 - TERM

The term of this Agreement shall be for a period of thirty-five (35) years, commencing on January 1, 2001. Additional terms may be entered into at the option of the City.

SECTION 3 - RENTAL RATE AND PAYMENT

Lessee and City agree:

The annual rental rate, payable on January 1 of each year, for the Lease of Premises shall be as follows:

A. One Dollar (\$1.00) payable to the City for rent.

B. Each airplane will pay to the FBO for snow removal, mowing, and other related FBO services that are routinely provided to base customers a rate equal to the tie down rate.

C. Checks or money orders or drafts are to be made payable to the City of Medina, and submitted to the Office of the Finance Director, Medina Municipal Building, 132 North Elmwood Avenue, Medina, Ohio 44256. Said total annual rental for the entire lease may be prepaid.

SECTION 4 - MAINTENANCE AND UTILITIES

A. During the term of the lease, Lessee shall maintain the premises in as good order, condition and repair, reasonable wear and tear and damage by fire or other casualty beyond the control of Lessee excepted, and will make at Lessee's own expense, such repairs both interior and exterior as are necessary to maintain the premises in such condition. If in the opinion of the City adequate maintenance is not being provided by the Lessee, notification thereof will be made in writing by the City. Failure on the part of the Lessee to correct the condition reported within thirty (30) days after said notice in writing, shall authorize the City at its option and without any legal proceeding to order the necessary repairs and bill the Lessee hereof, who shall repay said sum within the ensuing six (6) months.

B. Lessee shall have the right to bring to the leased premises additional sources of power and/or electric current as

it is determined by Lessee that the same is necessary for its operation, such additional sources of power to be at the expense of Lessee, including installation thereof.

C. Lessee shall pay for all utilities used on the leased premises.

SECTION 5 - INDEMNITY

Lessee agrees to hold the City free and harmless from loss from each and every claim and demand of whatever nature made on behalf of or by any person or persons for any wrongful act or omission on the part of Lessee, its agents, servants, and employees and from all loss and damages by reason of such acts or omissions, and Lessee shall provide insurance coverage for this purpose as stated in Section 12 hereof.

SECTION 6 - USE AND COMPLIANCE

A. The Lessee shall not use or permit the use of the Lessee's exclusive premises or any part thereof for the operation as a Fixed Base Operator (FBO), sell fuel, operate a maintenance service, flight school, or any purpose or use other than those authorized by this Agreement.

B. The Lessee shall not permit any activity on the leased premises which might interfere with safe flight of aircraft or with the operation or further development of airport.

C. The Lessee and/or sublessee shall not store any fuel on the premises with the exception of motor vehicle fuel tanks and aircraft fuel tanks.

SECTION 7 - ASSIGNMENT AND SUBLETTING

A. Lessee covenants and agrees not to assign this lease or any part thereof or to sublet the whole or any part of the subject premises or to permit any other person, corporation or business entity or firm, whether or not such person, corporation or business entity is a parent, subsidiary or any other type affiliate with or of Lessee, to occupy the same without first seeking and receiving the consent in writing of the City.

B. Any such assignment or subletting, shall not relieve Lessee from liability for payment or rent or other sums herein provided or from the obligation to keep and be bound by the terms of this lease, unless relieved of such liability by written authority of the City.

SECTION 8 - NOTICES

All notices which may be proper and necessary to be served hereunder shall be in writing and shall be served by personal delivery or by certified mail. Any such correspondence shall be sent to the following addresses:

To the City:

Office of the Mayor
City of Medina
P.O. Box 703
Medina, OH 44258-0703

To the Lessee:

Flight Services of Medina
Attn: Earle Olson
P.O. Box 1043
Medina, OH 44258-1043

SECTION 9 - PAYMENT OF TAXES

Lessee agrees to pay all taxes levied against the leased premises for the period of the Lease. The City shall immediately notify Lessee of the receipt of any real estate tax bills or other notifications received by it with respect to the imposition, liability for, or payment of any such taxes and shall promptly (and in any case not less than fifteen [15] days before the due date of any tax bill) forward the same or true copies thereof to the Lessee. Payment of any such real estate taxes shall be made by Lessee to the Medina City Finance Department, which will pay the tax bill.

SECTION 10 - RIGHTS OF ENTRY RESERVED

The City and its authorized officers, shall have the right to enter upon Lessee's exclusive premises for the following purposes:

- A. During the course of their official duties.
- B. To inspect such premises at reasonable intervals during regular business hours (or at any time in case of

(emergency) to determine whether the Lessee has complied and is complying with the terms and conditions of this Agreement with respect to such premises.

SECTION 11 - LIENS

The Lessee shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by the Lessee or any of its contractors or subcontractors upon the Lessee's premises or arising out of or because of the performance of any work or labor at said premises.

SECTION 12 - INSURANCE

The Lessee and any sublessee shall purchase and maintain during the entire term of Lease, insurance as listed in Section A below. All policies shall name the City and the FBO as an insured, with all policies being delivered to the City for custody within thirty (30) days of execution of the lease. Such insurance shall not be subject to cancellation upon less than ten (10) days' notice to the City.

All insurance shall be placed with companies licensed to do business in Ohio. Insurance amounts shall be reviewed annually and re-established in such other amounts based on increase in value.

A. Public Liability Insurance

For Public Liability Insurance the minimum limits, either with separate bodily injury and property damage limits, or with single combined bodily injury and property damage limit.

If separate limits of liability apply:

Bodily injury minimum limit	
per person	\$1,000,000.00
Property Damage	\$1,000,000.00
Each Occurrence	\$1,000,000.00

B. Fire and Extended Coverage Insurance

Insurance shall be provided on all buildings and appurtenances on an eighty percent (80%) coinsurance basis against perils of fire, lightning, extended coverage, and vandalism. The amount of coverage required will be approved by the City Board of Control upon recommendation of the insurance company for Lessee.

SECTION 13 - IMPROVEMENTS

A. Before commencing any construction or installation of any hangars, buildings, improvements, or fixtures in connection with the leased premises, Lessee shall submit final drawings, specifications, costs and contract documents to the City for review and written authority to proceed with the project. Lessee shall not proceed with construction or installation of any hangars, buildings, improvements, or fixtures if it is not approved by the City. Lessee shall insure that the facility as actually constructed conforms substantially with the approval, and shall report any deviations from that approval to the City for authorization.

B. Lessee may construct airplane hangars on the property defined by this Lease Agreement. During the term of this Lease, buildings that are constructed by or on behalf of the Lessee for use as an airplane hangar shall be deemed to be the property of the Lessee. The Lessee shall have a term of ninety (90) days from the date of any termination or expiration of this lease to remove buildings, hangars, or structures that have been installed by the Lessee. If buildings, hangars, improvements, or fixtures constructed by the Lessee are not removed at the end of the ninety (90) day period outlined herein, those properties shall be deemed to be the properties of the City of Medina, at the City's discretion. If the City does not elect to take responsibility for ownership of the hangars or buildings in question, Olson Products and its successors and assigns shall be responsible for the expenses of demolishing and removing the buildings or hangars. If buildings or hangars constructed by the Lessee are to be removed, the leased property and premises shall be returned to its original good condition with the understanding that the concrete pads will be left in place.

C. The Lessee shall not install any exterior signs on the leased area without prior approval of the City of Medina.

SECTION 14 - FORCE MAJEURE

Neither City nor Lessee shall be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder if, while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of government authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which it is not responsible and which are not within its control; provided that this provision shall not reply to failures by Lessee to pay rents, or make any other money payments required by this Agreement and provided further, that this provision shall not prevent either party from exercising its right of termination under this Agreement.

SECTION 15 - DISPUTE RESOLUTION

The parties agree that all disputes which may arise under the terms of this Agreement shall be decided by a panel of three (3) arbitrators appointed by the presiding Judge of the Common Pleas Court of Medina County.

SECTION 16 - MEMORANDUM OF LEASE

A memorandum of this lease, in a form satisfactory to the Law Director of the City of Medina, shall be filed with the Medina County Recorder.

IN WITNESS WHEREOF, the parties hereto have executed these presents, each for themselves and their successors and assigns, as of the date and year first above written.

Signed in the presence of:

CITY OF MEDINA

Caroline P. Horn

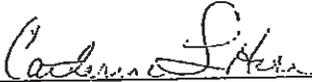
By: *J. Roberts*
JAMES S. ROBERTS, Mayor

James S. Roberts

Dated: 12-12-01

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)

Sworn to before me and subscribed in my presence by
James S. Roberts, Mayor of the City of Medina, on this 12 day
of December, 2001.



NOTARY PUBLIC

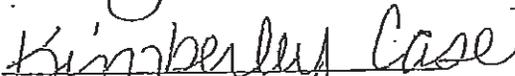
CATHERINE L. HORN
Notary Public, State of Ohio
My Commission Expires 7-12-06

Signed in the presence of:

LESSEE: FLIGHT SERVICES
OF MEDINA


DANEF BUTCHER

By: 
EARLE OLSON


KIMBERLEY CASE

Dated: 12-19-01

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)



MIRANDA R. WATSON
Notary Public, State of Ohio
My Commission Expires May 30, 2005

Sworn to before me and subscribed in my presence by
Earl Olson of Flight Services of Medina, on (this 19 day of
DECEMBER, 2001.

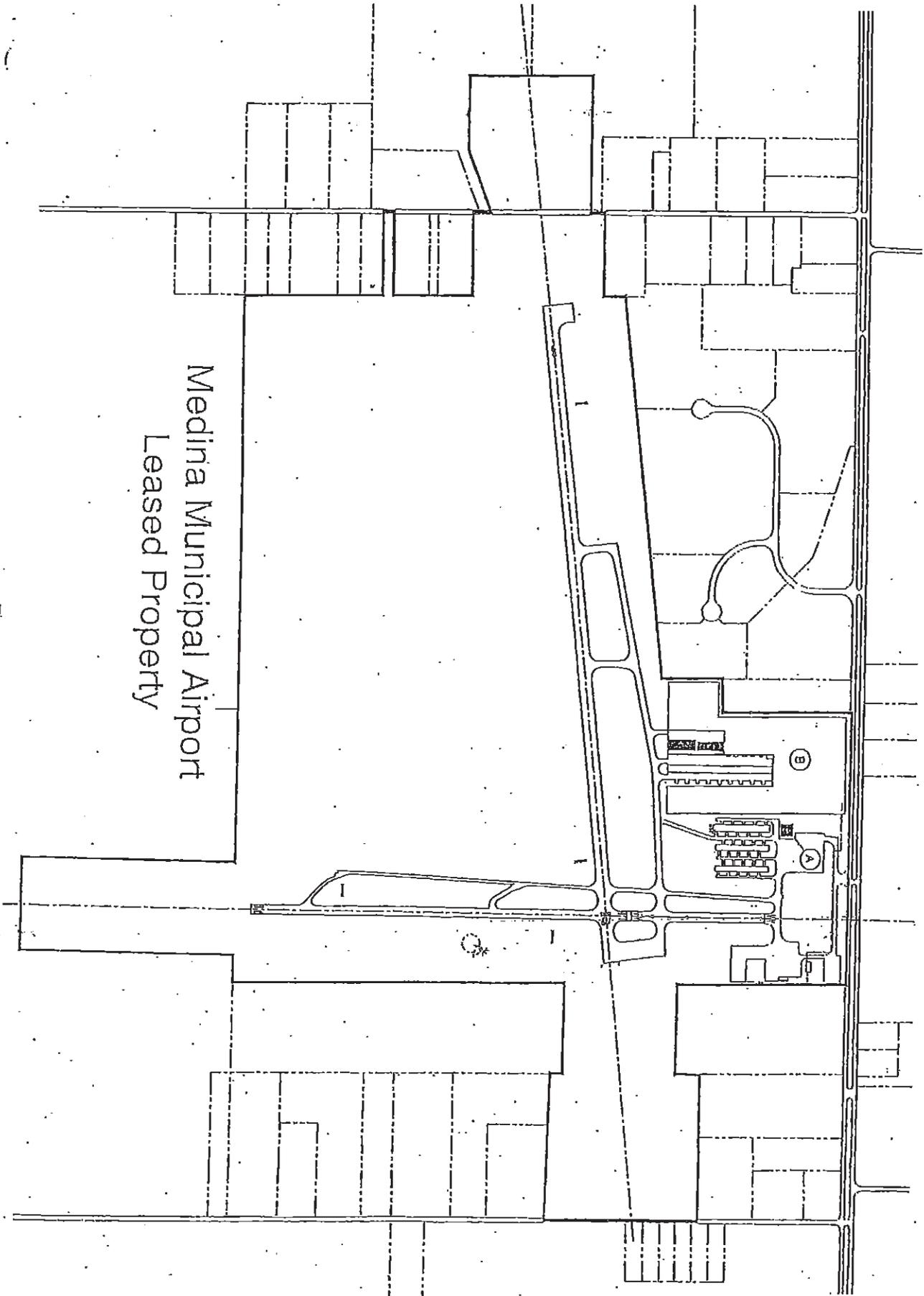


NOTARY PUBLIC

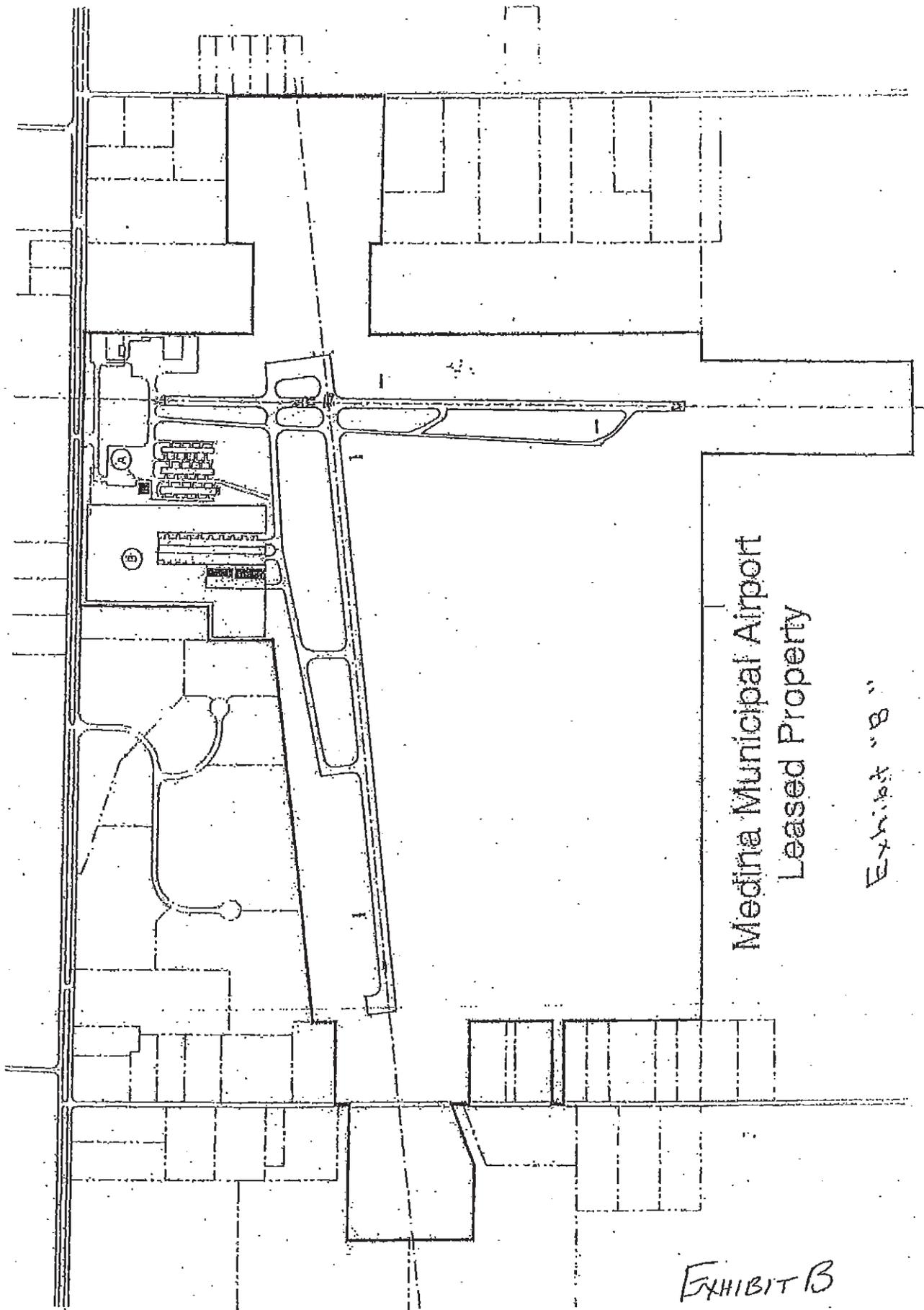
Document and Form approved by:


WILLIAM B. YOUNG, Law Director
City of Medina, Ohio

EXHIBIT "A"



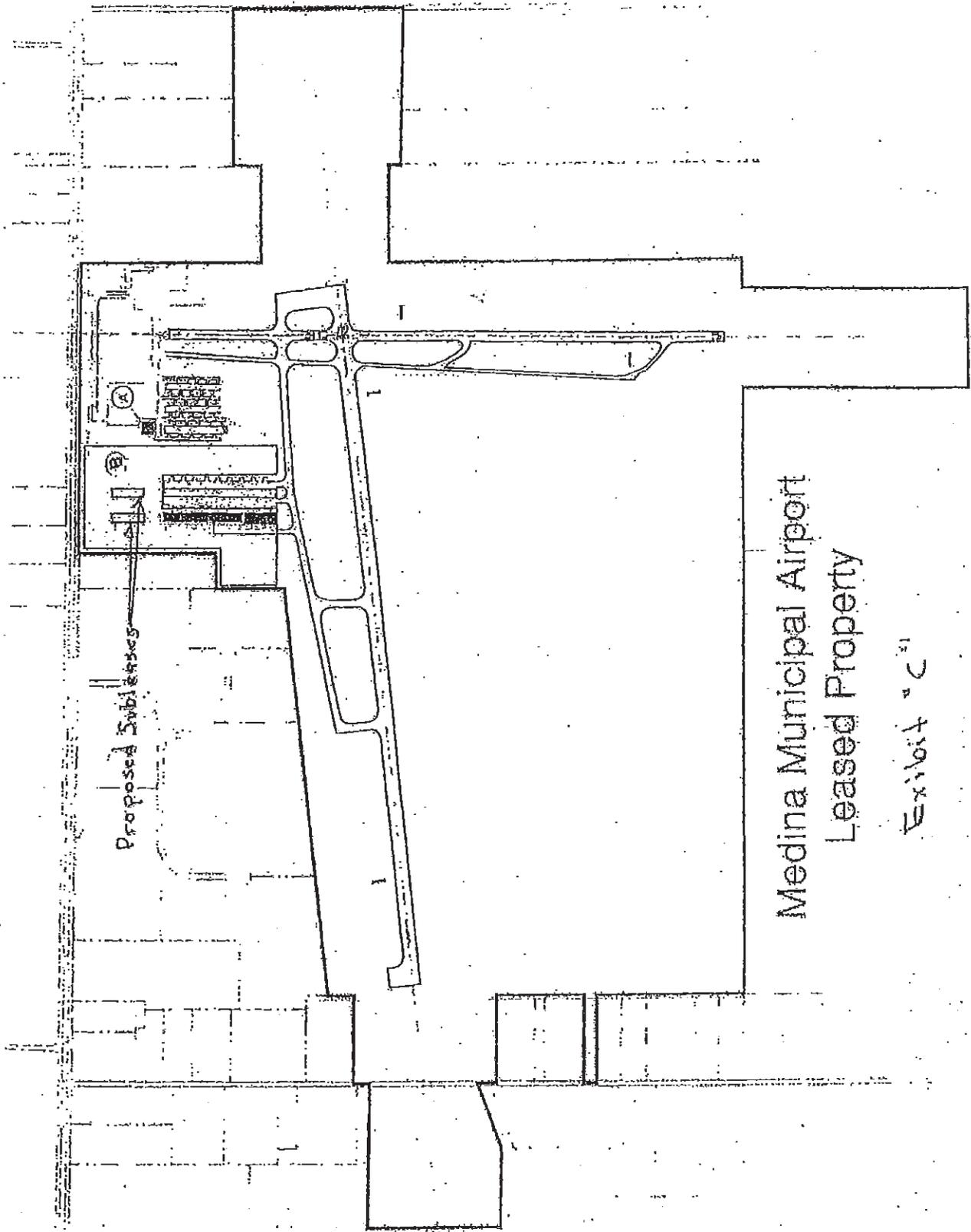
Medina Municipal Airport
Leased Property



Medina Municipal Airport
Leased Property

Exhibit "B"

EXHIBIT B



Proposed Subleases

Medina Municipal Airport
Leased Property

Exhibit "C"

EXHIBIT C

HANGAR RULES
For
Private Hangars WIVA LLC ("PHMMA")
(at the Medina Municipal Airport)

The following is provided and/or shall be present in each hangar stall:

- One 5-lb. ABC fire extinguisher that is provided by and maintained annually by the tenant.
- One spare key for hangar access in possession of (PHMMA).

General Hangar Rules:

- Hangar shall be kept clean and free of grease, oil, trash or other debris.
- In the event drip pans are used under the engine(s) of all aircraft or any other vehicle inside hangar, such drip pans must be kept clean.
- No fueling, de-fueling or dispensing of flammable or combustible liquids or transferring flammable liquids from a tank, vehicle or aircraft allowed inside the hangar.
- No more than 5 gallons of flammable liquids (i.e. fuel) are permitted in the hangar. This includes fuel cans, bottles, containers and tanks. All containers to be U.L. approved.
- No storage of combustible materials or compressed gas cylinders.
- No painting or spray finishing inside hangar space.
- No alteration of the hangar structure, doors, walls or lighting, without submitting detailed plans and receiving the written permission of PHMMA and FSM.
- Hangars are not to be used as living units.
- No tampering with or illegal discharging of fire extinguishers.
- All vehicles must be parked inside hangars so as to not block taxiways.
- The bifold doors may be damaged if left open in strong wind conditions. It is best to close them when you are not present.

Allowed (limited) Maintenance:

This hangar unit is designed as a "storage" facility. Only limited maintenance is allowed on aircraft. All maintenance must be performed by the owner/partner of the aircraft and must comply with all Federal Aviation Regulation standards. The FSM does not recommend the use of heavy electrical equipment (i.e. large electric tools). The following is a list of general maintenance rules:

- No fiberglass, epoxy, composite lay-up or doping shall be permitted.
- No operation of aircraft engines inside hangar.
- All jacks or hoists must be used on the floor and nothing shall be mounted or hoisted from any part of the building's side or overhead structure.

All hangars are required to be inspected as often as necessary for possible fire and safety hazards. Sharon Township Fire Department, in conjunction with Airport staff, will periodically inspect all hangars and storerooms for hazards. If an unsafe condition is found, you will receive written notification explaining the hazard(s) that must be corrected immediately to remain in compliance with the City of Medina Codified Ordinances and all governing leases and operating agreements.

Insurance:

Each member is required to carry - Liability Insurance of \$250,000.00 for each aircraft and \$500,000.00 for each occurrence.

EXHIBIT D

If you have any questions contact Flight Services of Medina or PHMMA.