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LINDA HOFFMANN
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
03/04/2025 03:45 PM

REC FEE: 1,130.00

PAGES: 140

DOC TYPE: AGREE

Ord 194-23

MEDINA COUNTY RECORDER

LINDA HOFFMANN

(DO NOT REMOVE THIS COVER SHEET.
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

ORDINANCE NO. 194-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE CITY OF MEDINA AND OLSON PRODUCTS, INC. PERTAINING TO THE MEDINA MUNICIPAL AIRPORT.

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

- SEC. 1: That the Mayor is hereby authorized and directed to enter into a Settlement Agreement and Release between the City of Medina and Olson Products, Inc. dba Flight Services of Medina pertaining to the Medina Municipal Airport.
PPN: 039-12A-13-010 (SEE ATTACHMENT)
- SEC. 2: That a copy of the Settlement Agreement and Release is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final approval.
- 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: November 27, 2023

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 28, 2023

SIGNED: Dennis Hanwell
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 194-23 ADOPTED BY THE COUNCIL ON Nov 27, 2023

Kathy Patton
CLERK OF COUNCIL

ORD. 194-23
Exh. A

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT and RELEASE ("Agreement") is made by and among the **CITY OF MEDINA**, a municipal corporation organized and operated under the laws of the State of Ohio ("City"), **OLSON PRODUCTS, INC.**, an Ohio corporation, d/b/a Flight Services of Medina ("Olson Products"), **PRIVATE HANGARS MMA LLC**, an Ohio limited liability company ("Private Hangars LLC"), and Earle Olson (collectively Earle Olson, Private Hangars and Olson Products, the "Olson Entities"). City and the Olson Entities are each referenced herein as a "party" or collectively as the "parties." This Agreement shall be effective ^{January 1, 2024} ~~the date the last party to sign executes this Agreement~~ (the "Effective Date"). PPN'S 033-12A-07-016 (see attached)

I. RECITALS

- A. City is the owner of the Medina Municipal Airport and the lands upon which Medina Airport operates and is situated (collectively, the "Medina Airport").
- B. City and Olson Products (d/b/a Flight Services of Medina) entered into a certain Lease and Fixed-Base Operating Agreement on or about December 12, 2001 (the "FBO Lease"). A copy of the FBO Lease is attached to this Agreement as Exhibit A.
- C. City and Olson Products (d/b/a Flight Services of Medina) entered into a certain Lease Agreement on or about December 12, 2001 (the "Master Land Lease"). A copy of the Master Land Lease is attached to this Agreement as Exhibit B. Pursuant to the Master Land Lease, Olson Products constructed certain aircraft hangars upon the land described in the Master Land Lease.
- D. On or about March 10, 2014, City authorized Olson Products (d/b/a Flight Services of Medina) to sublease a portion of the land leased from City under the Master Land Lease (the "Private Hangars Land") to Private Hangars LLC. A sublease was concurrently entered on March 10, 2014 (the "Private Hangars Sublease"). A copy of the Private Hangars Sublease is attached to

this Agreement as Exhibit C. A series of hangars or buildings with individual hangars were constructed by one or more of the Olson Entities upon the land subleased to Private Hangars LLC (each a "Hangar" or collectively the "Hangars").

- E. On or about November 12, 1994, City and Olson Products (d/b/a Flight Services of Medina) entered into a certain lease agreement (the "1994 Land Lease"). A copy of the 1994 Land Lease is attached to this Agreement as Exhibit D. The 1994 Land Lease was amended by a certain Lease Amendment dated on or about June 11, 1998 (the "1994 Lease Amendment"). A copy of the 1994 Lease Amendment is attached to this Agreement as Exhibit E. The 1994 Land Lease and the 1994 Lease Amendment are collectively referenced herein as the "1994 Amended Land Lease."
- F. On or about July 10, 2012, City and Olson Products (d/b/a Flight Services of Medina) entered into a certain Agreement (the "Jet Fuel Depot Agreement") with respect to a jet fuel depot and related equipment located in, on, or under the Medina Airport (collectively, the "Jet Fuel Depot"). A copy of the Jet Fuel Depot Agreement is attached to this Agreement as Exhibit F.
- G. Upon certain portions of the Medina Airport land leased to Olson Products (such portions generally near or adjacent to fixed base operation facilities under the FBO Lease) there is located a fuel farm consisting of aviation fueling facilities (the "Fuel Farm"), including, but not limited to, the following items located thereon or used in connection therewith (collectively with the Fuel Farm, the "Fuel Farm and Fueling Equipment"): aviation gas tank and associated fueling apparatus and equipment; credit card reader; and spill containment improvements.
- H. In addition to the other leases referred to in the forgoing recitals, on or about June 26, 2012 City and Olson Products (d/b/a Flight Services of Medina) entered into a certain Lease (the "Helicopter Crew Building Lease"). A copy of the Helicopter Crew Building Lease is attached hereto as Exhibit I.

- I. On or about February 24, 2023, City filed a civil action against Olson Products and Olson Products d/b/a Flight Services of Medina in the Court of Common Pleas, Medina County, Ohio, which action was assigned Case No. 23CIV0162 (the "Medina Civil Action").
- J. City and the Olson Entities desire to compromise and resolve all their respective rights, obligations, responsibilities, demands, claims, causes of action, and disputes between City and each of the Olson Entities as of the Effective Date, including, but not limited to, all their respective rights, obligations, responsibilities, demands, claims, causes of action, and disputes among each other as of the Effective Date, including those arising out of, or relating to, the Medina Airport, the FBO Lease, the Master Land Lease, the Private Hangars Land, the Private Hangars Sublease, each Hangar, the 1994 Amended Lease, the Jet Fuel Depot Agreement, the Jet Fuel Depot, the Fuel Farm and Fueling Equipment, Helicopter Crew Building Lease and all causes of action that are raised, or could have been raised, in the Medina Civil Action.

Now, therefore, in consideration of the foregoing recitals, the mutual promises set forth herein, and for other good and valuable consideration, the parties hereby agree as follows:

II. AGREEMENT

1. FBO Lease Termination; Helicopter Crew Building Lease Termination.
 - (a) As of the Effective Date, the term of the FBO Lease shall expire, and Olson Products shall surrender the premises therein described to City in the condition required by the FBO Lease. The entire premises under the FBO Lease shall revert to the City on the Effective Date. Olson Products shall pay all utilities, real estate taxes and assessments attributable to or for the premises for periods prior to the Effective Date. Real estate taxes and assessments due shall be paid at the time bills are issued by the county with the City providing proration calculations to Olson Products at that time.
 - (b) To the extent the FAA, or rules and regulations promulgated by the FAA, require the keeping of Airport records or recording of Airport operations and

activity, Olson Products shall turn over all current and historic copies of such records which may be in its possession and control.

- (c) As of the Effective Date, the term of the Helicopter Crew Building Lease shall expire, and Olson Products shall surrender the premises therein described to City in the condition required by the Helicopter Crew Building Lease. The entire premises under the Helicopter Crew Building Lease shall revert to the City on the Effective Date. Olson Products shall pay all utilities, real estate taxes and assessments attributable to of for the premises for periods prior to the Effective Date. Real estate taxes and assessments due shall be paid at the time bills are issue by the county with the City providing proration calculations to Olson Products at that time.

2. Lease Amendments.

- (a) Concurrent with the Effective Date, Olson Products shall enter into the Lease Modification Agreement (Private Hangars MMA LLC Facility) attached to this Agreement as Exhibit G (the "Master Lease Modification"), thereby amending the Master Land Lease. Private Hangers LLC shall concurrently consent in writing to the Master Lease Modification by executing the Consent of Sublessee attached to the Master Lease Modification. The Master Lease Modification, *inter alia*, revises the land included as the premises under the Master Land Lease such that said premises shall include only the land upon which each Hangar (existing as of the Effective Date) is located together with the portion of apron areas shown as part of the premises on Amended Exhibit A referenced in the Master Lease Modification.
- (b) Concurrent with the Effective Date, Olson Products shall enter into the Lease Modification Agreement (Hangar F-1, F-2, F-3 and Helicopter Maintenance Hangar) attached to this Agreement as Exhibit H (the "1994 Lease Modification"), thereby amending the 1994 Amended Land Lease. The 1994 Lease Modification, *inter alia*,

revises the land included as the premises under the 1994 Amended Land Lease such that said premises shall include only the land upon which each Hangar (existing as of the Effective Date) is located together with the portion of apron areas shown as part of the premises on Amended Exhibit A referenced in the 1994 Amended Land Lease.

3. Acquisition of Fuel Farm and Fueling Equipment.

- (a) Concurrent with the Effective Date, City shall purchase from Olson Products the Fuel Farm and Fueling Equipment together with any and all interests Olson Products or any of the Olson Entities has or may have in the Jet Fuel Depot (collectively, the "Fuel Farm and Jet Fuel Depot Interests"). For avoidance of doubt, the purchase also includes all aviation and jet fuel contained in, on, or under the Fuel Farm, the Fueling Equipment, and the Jet Depot as of the Effective Date.
- (b) As of the Effective Date the Jet Fuel Depot Agreement shall terminate. Within thirty (30) days after the Effective Date the parties shall reconcile the amounts due and payable among the parties as of the Effective Date pursuant to Sections 6 and 8 of the Jet Fuel Depot Agreement. Any party owing any sum to any other party based upon said reconciliation shall fully pay the party entitled to any such sum within fifteen (15) days of the completion of the reconciliation. The parties shall cooperate in good faith in reconciling the amounts due.
- (c) As of the Effective Date, City shall pay Olson Products a purchase price for the Fuel Farm and Jet Fuel Depot Interests equal to \$153,000 minus a credit to City of \$53,000 (for resolution of amounts claimed to be due from Olson Products for runway lighting project expenses) resulting in a net purchase price of \$100,000.
- (d) To evidence the transfer of ownership of the Fuel Farm and Jet Fuel Depot Interests to City, within three (3) business days of the Effective Date, Olson Products d/b/a Flight Services of Medina shall deliver a Bill of Sale with warranty of title and authority transferring good and marketable title to City (the "Bill of Sale"). Notwithstanding

anything to the contrary contained in this Agreement, fuel in the tanks at the time of the Title Transfer is included in the sale, but City will reimburse Olson Products d/b/a Flight Services of Medina for the verified actual cost (without any mark-ups) of the fuel included in the sale. City shall have the right to verify the quantity of fuel transferred on the Effective Date. Under no circumstance shall Olson Products d/b/a Flight Services of Medina owe any money to City related to fuel in the tanks or fuel quantity at the time of Title Transfer.

4. Access Fee Obligations.

(a) The Olson Entities acknowledge the right of City to impose access fees ("Access Fee(s)") at the Medina Airport chargeable monthly on a per occupied aircraft hangar basis. For the purposes of this Agreement, the term "occupied aircraft hangar basis" or "occupied hangar basis" means any aircraft hangar or hangar unit that is in use with an aircraft being stored/hangered for any period of time during the particular billing month. The Access Fee is not prorated for any partial month or partial storage period during a month. For avoidance of doubt, each aircraft storage space in a larger building (such as a T-hangar having multiple individual aircraft storage units) is treated as an aircraft hangar. As of the Effective Date, the Access Fee is charged at \$100.00 per month (or portion of a month) per aircraft hangar on an occupied hangar basis. It is understood that the Access Fee is fixed on a non-discriminatory/uniform basis and may be reasonably adjusted from time to time by the City.

(b) Olson Products agrees to pay (or cause to be paid) to City the monthly Access Fee relative to aircraft hangars on Medina Airport land leased by City to any of the Olson Entities on an occupied hangar basis, including, but not limited to, the hangars within the buildings commonly known as F1, F2 and F3 (twenty-three (23) hangars in the aggregate at this time). Each hangar on the Private Hangars Land shall similarly be assessed the monthly Access Fee, and the Olson Entities shall cause such monthly

Access Fee on an occupied hangar basis to be remitted by the person, firm or entity that has the right of possession of each hangar on the Private Hangars Land (each a "Private Hangar User"). At City's election, City may bill each Private Hangar User directly and may receive such payments directly or may continue to bill such Access Fees through Private Hangars. Failure to pay Access Fees within five (5) business days after such payment is due shall constitute a breach of the applicable lease pertaining to the premises upon which the subject hangar is situated. With respect to hangars on land leased by City to any of the Olson Entities where Access Fees have not been previously assessed, the obligation shall commence on a monthly basis going forward basis immediately as of the first day of the month subsequent to the Effective Date. Individual hangar space or any T-hangar space leased to a third-party shall be presumed to be occupied on an occupied hangar basis during each month unless either of the Olson Entities or said third-party provides satisfactory evidence that the leased hangar space or T-hangar space had no particular occupancy/storage during the particular billing month.

5. Dismissal of Medina Civil Action; Releases.

- (a) Within five (5) business days after the Effective Date, subject to compliance by the Olson Entities with their obligations under this Agreement to be performed prior to said time, City shall cause the Medina Civil Action to be dismissed with prejudice.
- (b) City represents and warrants to the Olson Entities that it has no knowledge of any unasserted causes of action or claims City has or may have against any of the Olson Entities as of the Effective Date in any way arising out of, or relating to, the Medina Airport, the FBO Lease, the Master Land Lease, the Private Hangars Land, the Private Hangars Sublease, each Hangar, the 1994 Amended Lease, the Jet Fuel Depot Agreement, the Jet Fuel Depot, the Fuel Farm and Fueling Equipment, the Helicopter

Crew Building Lease any other causes of action other than those raised in the Medina Civil Action, or any other act or omission occurring prior to the Effective Date.

- (c) Each of the Olson Entities represents and warrants to City that it has no knowledge of any causes of action or claims it has or may have against City or any City official as of the Effective Date in any way arising out of, or relating to, the Medina Airport, the FBO Lease, the Master Land Lease, the Private Hangars Land, the Private Hangars Sublease, each Hangar, the 1994 Amended Lease, the Jet Fuel Depot Agreement, the Jet Fuel Depot, the Fuel Farm and Fueling Equipment, the Helicopter Crew Building Lease or any other act or omission occurring prior to the Effective Date.
- (d) Each of the Olson Entities, on behalf of itself and each of its respective partners, shareholders, owners, members, officers, agents, employees, attorneys, joint venture partners, subsidiaries, affiliates, parents, predecessors, sureties, insurers, successors, assigns, and any other person or entity who/that could make a claim through any of the Olson Entities (collectively, "Olson Parties"), does hereby release, waive, dismiss, remise, quitclaim and forever discharge City and its trustees, elected and non-elected officials, mayor, council, partners, officers, agents, employees, attorneys, sureties, insurers, successors, assigns, and any other person or entity through whom City may be liable, from any and all claims, demands, causes of action, third party claims, claims for indemnity, judgments, awards, damages, costs, expenses, obligations, liabilities, executions of every name and nature, and any other loss, whether arising at law or in equity, under common, state or federal law (collectively, "Claims") that Olson Parties ever had, now have, or may have as of the Effective Date, suspected or unsuspected, whether now known or unknown and that may hereinafter become known by Olson Parties, including, but not limited to, Claims arising out of, or relating to, the Medina Airport, the FBO Lease, the Master Land Lease, the Private Hangars Land, the Private Hangars Sublease, each Hangar, the 1994 Amended Lease, the Jet Fuel Depot

Agreement, the Jet Fuel Depot, the Fuel Farm and Fueling Equipment, the Helicopter Crew Building Lease and any other act or omission occurring prior to the Effective Date.

- (e) City for itself and, to the extent permitted by applicable law, for any other person or entity who/that could make a claim through City as an agent or representative of City (collectively, "City Parties"), does hereby release, waive, dismiss, remise, quitclaim and forever discharge each of the Olson Entities, on behalf of itself and each of its respective partners, shareholders, owners, members, officers, agents, employees, attorneys, joint venture partners, subsidiaries, affiliates, parents, predecessors, sureties, insurers, successors, assigns, and any other person or entity for whom either of the Olson Entities could be liable from any and all known and suspected Claims that City Parties ever had, now have, or may have as of the Effective Date, arising out of, or relating to, the Medina Airport, the FBO Lease, the Master Land Lease, the Private Hangars Land, the Private Hangars Sublease, each Hangar, the 1994 Amended Lease, the Jet Fuel Depot Agreement, the Jet Fuel Depot, the Fuel Farm and Fueling Equipment, the Helicopter Crew Building Lease and any other known or suspected act or omission occurring prior to the Effective Date.

6. Miscellaneous.

- (a) Each person(s) signing this Agreement as an officer or representative of a party represents to the other parties that such person(s) is either authorized to execute this Agreement without the necessity of obtaining any other signatures of any other officer or representative of such party or is authorized to execute this Agreement having first obtained such authority as is required from any other officer or representative of such party.
- (b) The Recitals above are incorporated herein by reference as an integral part of this Agreement.

- (c) This Agreement will be construed in accordance with the laws of the State of Ohio.
- (d) This Agreement will be binding upon and inure to the benefit of the parties and their respective, successors, permitted assigns and permitted transferees.
- (e) This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement unless such subsequent agreement is in writing and signed by all the parties. Except as provided herein, all previous communications or agreements, whether written or oral, between or among the parties and/or their attorneys, relative to the matters addressed herein, are superseded unless expressly incorporated and made a part of this Agreement.
- (f) This Agreement may be executed on separate signature pages by each party and will be deemed fully executed when each party has signed and delivered a signature page to the other parties. Original signatures transmitted electronically or by facsimile are acceptable. All executed signature pages will be aggregated and attached to this Agreement and will constitute the entire Agreement of the parties.
- (g) The headings of the paragraphs of this Agreement are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.
- (h) It is distinctly understood among the parties that this Agreement is being executed for the sole purpose of effecting a compromise and accord in settlement of disputed claims, and that in making this settlement, none of the parties admit, have admitted, nor do they now admit, any liability for any losses, injuries or damages claimed to have been sustained by any of the other parties, the parties expressly deny that they are liable in any respect or amount whatsoever, and this Agreement is not deemed to be evidence of an admission of liability by any party.
- (i) This Agreement is intended to constitute an integrated plan for the resolution of all Claims asserted, or that could have been asserted, by each party against any other party

as of the Effective Date. This Agreement evidences settlement of Claims disputed as to both liability and damages. The parties agree to each bear their own fees and costs associated with this Agreement as well as the claims and defenses raised in the Medina Civil Action.

- (j) No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver of the right, power or remedy of this Agreement or shall be construed as a waiver of any other term, condition or default.
- (k) Any provision of this Agreement that may be deemed invalid or unenforceable by a court of competent jurisdiction shall in no way invalidate or render unenforceable the remainder of this Agreement, which shall remain in full force and effect.
- (l) All amounts identified herein are agreed to by the parties and are not subject to audit or modification absent agreement of the parties.

SIGNATURE PAGES FOLLOW

CITY OF MEDINA, a municipal corporation

By: Dennis Hanwell

Name: Dennis Hanwell

Its: Mayor, City of Medina

STATE OF OHIO)
)SS:
COUNTY OF Medina)

The foregoing instrument was acknowledged before me this 28th day of November, 2023 by Dennis Hanwell, the Mayor of CITY OF MEDINA, a municipal corporation, on behalf of same.

Sherry A. Crow
Notary Public
SHERRY A. CROW
Notary Public
State of Ohio, Medina County
My Commission Expires 5-27-24

Document and Form Approved By:

By: Gregory A. Huber
Name: Gregory A. Huber
Title: Law Director

FISCAL OFFICER CERTIFICATION

As the fiscal officer of the City of Medina, Ohio, I certify that as of the date of execution of the within Agreement for the amount required to satisfy payment under the Agreement has been fully appropriated or directed for such purpose and is in the treasury or is in the process of collection and is free from any obligation or certification now outstanding.

Keith Dirham

Keith Dirham, Director of Finance

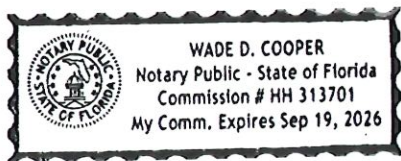
Prepared by:
Brian Moore, Roetzel + Andress

OLSON PRODUCTS, INC., an Ohio corporation and
d/b/a Flight Services of Medina

By: [Signature]
Name: Barb Olson
Its: President

STATE OF ~~OHIO~~^{FL})
)SS:
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 12 day of
January, ~~2023~~²⁰²⁴ by Barb Olson, the President of **OLSON**
PRODUCTS, INC., an Ohio corporation, on behalf of the corporation.



[Signature]
Notary Public

PRIVATE HANGARS MMA LLC, an Ohio limited liability company


By: Gary C Baker
Name: Gary C Baker
Its: Manager

STATE OF OHIO)
)SS:
COUNTY OF Medina)

The foregoing instrument was acknowledged before me this 1st day of February, 2024 by Gary Baker, the Manager of PRIVATE HANGARS MMA, LLC, an Ohio limited liability company, on behalf of the limited liability company.

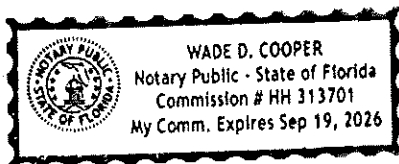


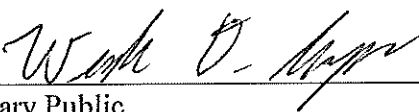
Notary Public


Earle Olson, Individually

FL
STATE OF OHIO)
)SS:
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 12 day of
January, ~~2023~~ ²⁰²⁴ by Earle Olson.




Notary Public

Parcel #1: Existing Medina Municipal Airport
2050 Medina Road, Medina, OH

	PPN	Area (acre)	Notes
1	033-12A-07-016	237.45	✓
2	033-12A-13-010	13.77	✓
3	033-12A-08-015	7.20	Formerly part of the Totts property ✓
4	033-12A-06-012	2.46	✓
5	033-12A-06-013	1.03	✓ OLD 033-001-00-053-00
6	033-12A-06-014	1.03	✓ OLD - 033-001-00-052-00
7	034-12A-06-009	4.81	West side of Boneta Rd (shown on aerial as being a part of 18)
8	034-12A-06-010	6.53	West side of Boneta Rd (shown on aerial as being a part of 18)
9	033-12A-08-003	6.77	West side of Beach Rd
10	033-12A-08-004	2.71	West side of Beach Rd
11	033-12A-08-005	3.29	West side of Beach Rd
12	033-12A-08-006	2.71	West side of Beach Rd OLD - 033-001-00-031-02
	TOTAL	289.76	

Parcel #2: Totts Farm
2000 Medina Road, Medina, OH

	PPN	Area (acre)	Notes
1	033-12A-03-017	30.06	Shown on aerial as 2A and 2 B
	TOTAL	30.06	

PARCEL 033-12A-07-016

Parcel No. 033-12A-07-016
Known as 2050 Medina Rd, Medina Municipal Airport

Situated in the Township of Sharon, County of Medina and State of Ohio also known as being part of Sublots 8,7,6 in the Antul Subdivision No. 2, Antul Subdivision No. 1 Subdivision, contain 237 463900 acres of land, more or less but subject to all legal highways and all covenants and agreements of record

PARCEL 033-12A-13-010

following real property: Situated in the Township of Sharon, County of Medina and State of Ohio and known as being part of Sharon Township Lot 18 being further bounded and described as follows: Beginning at the Northeast corner of Sharon Township Lot 18, said point being in the centerline of Beach Road, C. H. 54, 60 feet wide; thence S 89° 51' 14" W, along the North line of said Township Lot 18, 1412.26 feet to the principal place of beginning of the parcel described herein; thence S 01° 02' 25" W, 1200.00 feet to a point; thence S 89° 51' 14" W, 500.00 feet to a point; thence N 01° 02' 25" E, 1200.00 feet to a point in the North line of said Lot 18; Thence N 89° 51' 14" E, along said North line of Lot 18, 500.00 feet to the principal place of beginning and containing therein 13.7712 acres of land as surveyed in September 1988 by Thomas A. Cunningham, Registered Surveyor No. 5274.

Subject to: Restrictions, reservations, easements, covenants and conditions of record, zoning ordinances, if any, and taxes and assessments not currently due and payable.

Prior instrument reference: Volume 357

pages 511-513

Witness my hand this 19TH day of NOVEMBER, 1991.

Signed, acknowledged and delivered
in the presence of:

Michael A. Robusto

Willie Addington
Willie Addington

Robert J. Addington
Robert J. Addington, aka Robert Addington

PRESENT SALE

RECORDED

DATE

7.95

10.00

STATE OF OHIO, Cuyahoga

COURT, 22 FEB 14 P3:31

33-12A-13-010

2-14-92 1.00

REC

1991

10.00

10.00

PARCEL #033-12A-08-015

PARCEL NUMBER 1:

Situated in the Township of Sharon, County of Medina, and State of Ohio: and known as being part of Sharon Township Lot 3, being further bounded and described as follows: Beginning at the Southeast corner of Sharon Township Lot 3, said point being in the centerline of Beach Road, T.H. 54, 60 feet wide; Thence S 89° 51' 14" W, along the Southerly line of said Lot 3, 780.78 feet to a point; Thence N 0° 04' 17" E, 1840.25 feet to the principal place of beginning of the parcel described herein; Thence N 89° 52' 03" W, 486.51 feet to a point; Thence N 0° 07' 57" E, 644.92 feet to a point; Thence S 89° 52' 03" E, 485.82 feet to a point; Thence S 0° 04' 17" W, 644.92 feet to the principal place of beginning and containing therein 7.1979 acres of land as surveyed in January, 1989 by Thomas A. Cunningham, Registered Surveyor No. 5274.

PERMANENT PARCEL NO.: 033-12A-08-015

PARCEL #033-12A-06-012

described premises: Situated in the Township of Sharon, County of Medina and State of Ohio: Being a parcel of land in Lot 2 of said Township Beginning at a point in the centerline of County Highway #53, said point of beginning being southerly a distance of 1205.0 feet from the northwest corner of said Lot 2; thence going S. 87° 08' E., through an iron pin set 30.0 feet easterly, a distance of 450.0 feet to an iron pin; thence S 3° 00' W., a distance of 237.1 feet to an iron pin; thence N. 87° 20' W., a distance of 450.0 feet to a point in the centerline of said C. H. No. 53; thence N. 3° 00' E., along the centerline of said highway, a distance of 238.5 feet to the point of beginning, and containing within said boundaries 2.456 acres of land, as surveyed by T. J. Hood, October 10, 1962, be the same more or less, but subject to all legal highways.

Permanent Parcel No.: 033-12A-06-012

Tax Mailing Address: 132 North Elmwood Avenue, Medina, OH 44256

Glue, Grant, Mortgage, Sell and Convey unto the said Grantee, its heirs and assigns, the following described premises, situated in the Township of Sharon, County of Medina and State of Ohio:

PARCEL 1: Situated in the Township of Sharon, County of Medina and State of Ohio: And being part of Township Lot #2; Beginning at a point in the center of Co. Rd. #53, said point being North 3° 00' East, a distance of 1810.00 feet from the southwest corner of said Twp. Lot #2; thence North 3° 00' East, a distance of 100.00 feet; thence South 87° 20' East, a distance of 450.00 feet to an iron pin; thence South 3° 00' West, a distance of 100.00 feet to an iron pin; thence North 87° 20' West, a distance of 450.00 feet to the point of beginning and containing within said boundaries 1.03 acres of land, more or less, but subject to all legal highways, as surveyed in December 1959, by Art Koepke, Registered Surveyor #2733. Now Known as lot number 9 in Antal's subdivision No. 2 in Sharon Township Lot 2 together with easement, including right of ingress and egress for maintenance, to lay a septic tank drain tile from the east line of above lot to the creek to the southeast of above described Lot 2, said line shall be laid so as to be the shortest distance between the creek and lot line.

PERMANENT PARCEL NO. 033-001-00-053-00 033-12A-06-013
* Sub

PARCEL 2: Situated in the Township of Sharon, County of Medina and State of Ohio: And being a parcel of land in Lot 2 of said Township and bounded and described as follows: Beginning at a point in County Highway #53, said point of beginning being North 3° 00' East a distance of 1910.0 feet from the southwest corner of said Lot 2; thence going South 87° 20' East, through an iron pin found 30.0 feet easterly, a distance of 450.0 feet to an iron pin; thence North 3° 00' East a distance of 100.0 feet to an iron pin; thence North 87° 20' West a distance of 450.0 feet to a point in the centerline of said C.H. #53; thence South 3° 00' West, along the centerline of said Highway and the West line of said Lot, a distance of 100.0 feet to the point of beginning, and containing within said boundaries 1.03 acre of land, more or less, as surveyed by T. J. Hood, Nov. 20, 1961.

PERMANENT PARCEL NO. 033-001-00-052-00

033-12A-06-014

title of the following described premises, to-wit: 034-12A-06-009

Situated in the Township of Sharon, County of Medina, State of Ohio and known as being part of Sharon Township Lot 1, being further bounded and described as follows:

Beginning at the Southeast corner of Sharon Township Lot 1, said point being in the centerline of Boneta Road, C. H. 53, 60 feet wide;

Thence N-00 degrees 15' 27"-E, along the East line of Lot 1 and the centerline of Boneta Road, 1360.18 feet to the principal place of beginning of the parcel described herein;

Thence S-68 degrees 36' 03"-W, 355.06 feet to a point;

Thence N-00 degrees 15' 27"-E, 700.86 feet to a point;

Thence S-89 degrees 44' 33"-E, 330.00 feet to a point in the centerline of Boneta Road;

Thence S-00 degrees 15' 27"-W, along the centerline of Boneta Road, 569.82 feet to the principal place of beginning and containing therein 4.8132 acres of land as surveyed in September 1988 by Thomas A. Cunningham, Registered Surveyor No. 5274.

Said premises are subject to an easement from Robert L. Betz and Lewana Betz to George W. Herman, Jr. and Sylvia Herman as found in Docket No. 89909 recorded with the Medina County Recorder on April 29, 1984 and recorded in Vol. 310, Page 293 of Medina County Deed Records.

034-12A-06-009

11-892

1.00

Situated in the Township of Sharon, County of Medina, State of Ohio, and known as being part of Sharon Township Lot 1, being further bounded and described as follows:

Beginning at the Southeast corner of Sharon Township Lot 1, said point being in the centerline of Boneta Road, C.H. 33, 60 feet wide;

Thence N-00 degrees 15' 27"-E, along the East line of Lot 1 and the centerline of Boneta Road, 1360.18 feet to a point;

Thence S-68 degrees 36' 03"- W, 355.06 feet to the principal place of beginning of the parcel described herein;

Thence N - 89 Degrees 44' 33" - W, 406.08 feet to a point;

Thence N - 00 degrees 15" 27" -E, 700.86 feet to a point;

Thence S - 89 degrees 44' 33" - E, 406.08 feet to a point;

Thence S - 00 degrees 15' 27" - W, 700.86 feet to the principal place of beginning and containing therein 6.5336 acres of land as surveyed in September 1988 by Thomas A. Cunningham, Registered Surveyor No. 5274,

excepting therefrom: any and all existing drainage systems for surface waters, as well as existing agricultural tile drainage system, from and to adjoining lands of Robert S. Schmelzer and Gloria F. Schmelzer,

be the same more or less, but subject to all legal highways.

PERMANENT PARCEL NO. 034-12A-06-010

PARCEL # 033-12A-08-003

Grant, unto the said Grantee its heirs and assigns, the following described premises, situated in the Township of Sharon, County of Medina and State of Ohio:

And known as being a part of Lot 3 in said Township bounded and described as follows:

beginning at a point in the center of County Rd. 54, said point being South 0 deg. 07' 40" East, a distance of 800.05 feet from the Northeast corner of said Lot 3, Sharon Township; thence South 0 deg. 07' 40" East a distance of 401.99 feet to a point; thence North 86 deg. 36' West, a distance of 786.05 feet to an iron pin; thence North 0 deg. 07' West, a distance of 380.00 feet to an iron pin; thence North 89 deg. 36' East, a distance of 784.68 feet to the point of beginning and containing within said boundaries 6.773 acres of land, subject to legal highways as surveyed by Art Roepke, Licensed Surveyor No. 2733, Sept. 9, 1946.

PP# 033-12A-08-003

The City of Medina, Ohio, an Ohio municipal corporation

whose TAX MAILING ADDRESS will be P.O. BOX 703
MEDINA, OHIO 44258

003-12A-08-004

DO GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, its successors and assigns, the following described premises, situated in the Township of Sharon, County of Medina, and State of Ohio:

And known as being a part of Lot 3 of said Township, bounded and described as follows: Beginning at an iron pin found at the Southeast corner of Lot 3 in the centerline of Beach Road (County Highway 54); thence North 00° 07' 40" West along the East line of Lot 3 and the centerline of Beach Road a distance of 2073.69 feet to a railroad spike set at the TRUE PLACE OF BEGINNING of the parcel herein described; thence North 86° 36' 01" West a distance of 788.96 feet to an iron pin set in the East line of lands now or formerly owned by John and Bertha Totts, said line passing through an iron pin set 30.06 feet from the centerline of Beach Road; thence North 00° 05' 37" West along the East line of said Totts property a distance of 149.99 feet to an iron pin found at the Southwest corner of lands now or formerly owned by Hershel and Virgie Baker; thence South 86° 36' 01" East along the South line of said Baker property a distance of 788.87 feet to a railroad spike set in the centerline of Beach Road and the East line of Lot 3, said line passing through an iron pin found 30.33 feet from said centerline; thence South 00° 07' 40" East along the centerline of Beach Road and East line of Lot 3 a distance of 150.00 feet to a railroad spike set at the TRUE PLACE OF BEGINNING and containing within said bounds 2.7115 Acres of Land, more or less, but subject to all legal highways as surveyed by James R. Bock, Registered Surveyor No. 6051 of Bock & Clark, Inc., in August of 1975.

PERMANENT PARCEL NO. 033-12A-08-004.

~~Give, Grant, Bargain, Sell and Convey~~ unto the said Grantee, its heirs and assigns, the following described premises, situated in the Township of Sharon, County of Medina, and State of Ohio:

Situated in the Township of Sharon, County of Medina and State of Ohio: And known as being a part of Lot 3 of said Township, bounded and described as follows:

Beginning at an iron pin found at the Southeast corner of Lot 3 in the centerline of Beach Road (County Highway 54);

Thence North 00° 07' 40" West along the East line of Lot 3 and the centerline of Beach Road a distance of 1910.08 feet to a railroad spike set at the TRUE PLACE OF BEGINNING of the parcel herein described;

Thence North 89° 14' 39" West a distance of 787.68 feet to an iron pin set in the East line of lands now or formerly owned by John and Bertha Totts, said line passing through an iron pin set 30.00 feet from the centerline of Beach Road;

Thence North 00° 05' 37" West along the East line of said Totts property a distance of 200.01 feet to an iron pin set;

Thence South 86° 36' 01" East a distance of 788.96 feet to a railroad spike set in the centerline of Beach Road and the East line of Lot 3, said line passing through an iron pin set 30.06 feet from the said centerline;

Thence South 00° 07' 40" East along the centerline of Beach Road and the East line of Lot 3 a distance of 163.61 feet to a railroad spike set at the TRUE PLACE OF BEGINNING and containing within said bounds 3.2869 Acres of Land, more or less, but subject to all legal highways as surveyed by JAMES R. BOCK, Registered Surveyor No. 6051 of BOCK & CLARK, INC. in August, 1975.

PERMANENT PARCEL NO. 033-12A-08-005

E14-12505

That, we, John C. Calabrese and Cathi M. Calabrese, husband and wife,

, the Grantors ,
who claim title by or through instrument , recorded in Volume , Page ,

County Recorder's Office, for the consideration of --One or more-----

-----Dollars (\$1.00 or more)-----

full satisfaction of

Medina, Ohio, an Ohio municipal corporation

the Grantee ,

ING ADDRESS will be

do

Give, Grant, Bargain, Sell and Convey unto the said Grantee , its

heirs and assigns, the following described premises, situated in the Township of

Sharon

, County of Medina

and State of Ohio:

Situated in the Township of Sharon, County of Medina and State of Ohio: And known as being a part of Lot 3 of said Township, bounded and described as follows: Beginning at an iron pin found at the Southeast corner of Lot 3 in the centerline of Beach Road (County Highway 54); Thence North 00 degrees 07' 40" West along the East line of Lot 3 and the centerline of Beach Road a distance of 1760.08 feet to a railroad spike set in the Northeast corner of lands now or formerly owned by Joe and Gayhelie Demeter, said point also being the TRUE PLACE OF BEGINNING of the parcel herein described; Thence North 89 degrees 14' 39" West along the North line of said Demeter property a distance of 787.77 feet to an iron pin found at the North west corner of said Demeter property in the East line of lands now or formerly owned by John and Bertha Totts, said line passing through an iron pin found 30.47 feet from the centerline of Beach Road; Thence North 00 degrees 05' 37" West along the East line of said Totts property a distance of 150.00 feet to an iron pin set; Thence South 89 degrees 14' 39" East a distance of 787.68 feet to a railroad spike set in the centerline of Beach Road and the East line of Lot 3, said line passing through an iron pin set 30.00 feet from said centerline; Thence South 00 degrees 07' 40" East along the centerline of Beach Road and the East line of Lot 3 a distance of 150.00 feet to a railroad spike set at the TRUE PLACE OF BEGINNING, and containing within said bounds 2.7122 Acres of land, more or less, but subject to all legal highways as surveyed by JAMES R. BOCK, Registered Surveyor No. 6051 of BOCK & CLARK, INC. in August, 1975.
PERMANENT PARCEL NO. 033-001-00-031402

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code. 7-8-88	
FEE \$	50
EXEMPT	<input checked="" type="checkbox"/>
Ferris W. Brown,	Medina Co. Auditor

ROBERT HALE
MEDINA CTY. RECORDER
RECORDED THIS DATE

143-45
88 JUL 8 P2:14

MICROFILMED

12.00

6611

PARCEL #
033-12A-03-017

Exhibit "A"

Situated in the Township of Sharon, County of Medina, and State of Ohio: And known as being part of Lot 3 in said Township, bounded and described as follows: Beginning at the intersection of Beach Road (T.H. 54) and Medina Road (S.H. 18); Thence Westerly in the center of Medina Road (S.H. 18) a distance of 784.93 feet to a point; Thence South a distance of 50 feet to a point in the south right of way line of Medina Road (S.H. 18), said point being in the northwest corner of a 5.824 acre parcel now or formerly owned by Spectrum Rental Management Inc. (OR 905-839, 02/03/94) and the true place of beginning; Thence South an approximate distance of 3881.40 feet to the south line of Lot 3; Thence Westerly along the south line of Lot 3 to the southeast corner of a 237.4639 acre parcel now or formerly owned by the City of Medina (OR 406-473, 10/20/87); Thence North along the east line of said City of Medina parcel to a point in the northeast corner thereof, said point being in the south right of way line of Medina Road (S.H. 18); Thence East a distance of 484.19 feet to the place of beginning and containing within said boundaries 37.2540 acres more or less, but subject to all legal highways.

EXCEPTING THEREFROM THE FOLLOWING:

Situated in the Township of Sharon, County of Medina and State of Ohio: And known as being part of Sharon Township Lot 3, being further bounded and described as follows: Beginning at the southeast corner of Sharon Township Lot 3, said point being in the centerline of Beach Road, T.H. 54, 60 feet wide; Thence S. 89° 51' 14", along the southerly line of said Lot 3, 780.78 feet to a point; Thence N. 0° 04' 17" E., 1840.25 feet to the principal place of beginning of the parcel described herein; Thence N. 89° 52' 03" W., 486.51 feet to a point; Thence N. 0° 07' 57" E., 644.92 feet to a point; Thence S. 89° 52' 03" E., 485.82 feet to a point; Thence S. 0° 04' 17" W., 644.92 feet to the principal place of beginning and containing therein 7.1979 acres of land as surveyed in January, 1989, by Thomas A. Cunningham, Registered Surveyor No. 5274.

Intending to convey after said exception, 30.0561 acres.

Permanent Parcel No. 033-12A-03-017

Property Tax ID: 033-12A-03-017
Property Address: 2000 Medina Road, Medina, OH 44256

TTA #TTA2952

EXHIBIT A
TO
SETTLEMENT AGREEMENT

ORDINANCE NO. 199-01

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AND FIXED-BASE AGREEMENT WITH FLIGHT SERVICES OF MEDINA, A DIVISION OF OLSON PRODUCTS, FOR THE PREMISES LOCATED AT 2050 MEDINA ROAD ALSO KNOWN AS THE MEDINA MUNICIPAL AIRPORT.

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

- SEC. 1: That the Mayor is hereby authorized and directed to enter into a Lease and Fixed-Base Agreement with Flight Services of Medina, a Division of Olson Products, for the premises located at 2050 Medina Road also known as the Medina Municipal Airport. P.P. 033-12A-07-014
- SEC. 2: That a copy of the Lease and Fixed Base Agreement is marked Exhibit A attached hereto and incorporated herein.
- SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 12, 2001 SIGNED: Michael C. Morse
President of Council

ATTEST: Catherine L. Horn APPROVED: November 13, 2001
Clerk of Council

SIGNED: James S. Roberts
Mayor

Effective date - December 12, 2001

I, Catherine L. Horn, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 199-01, ADOPTED BY SAID COUNCIL ON 11/13/01.
Catherine L. Horn
CLERK OF COUNCIL

5621-1

ORD. 199-01
EXHIBIT A

LEASE
AND
FIXED-BASE OPERATING AGREEMENT
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO

This Lease and Fixed-Base Operating 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 Medina Municipal Airport, Medina, Ohio, and is the owner of certain buildings and improvements thereon, and Medina Municipal Airport is operated under the direction and supervision of the City of Medina; and

WHEREAS, the City of Medina desires to delegate the major portion of its responsibilities for the day-to-day operation and maintenance of this airport facility to the Lessee, and

WHEREAS, Ordinance No. 199-01 passed by the Medina City Council on November 12, 2001, has authorized and directed the Mayor of said City to enter into this agreement; and

WHEREAS, the City of Medina, in furtherance of carrying out its public purpose of the operation of Medina Municipal Airport desires to grant and Lessee desires to obtain an agreement to operate a fixed-base operations business for profit on said airport; and

WHEREAS, the leasing does not constitute an abandonment of the public use of such premises but is the employment of the use of such premises in furtherance of the public purpose of the operation and maintenance of said airport; 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:

5601-2

SECTION 1 - PREMISES

The City of Medina hereby leases to Lessee and Lessee does hereby rent and hire from the City the following premises located on the site of the Medina Municipal Airport, with street address of 2050 Medina Road, Medina, Ohio 44256, as described under (a), (b) and (c) 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 2.7548 acres (200'x 600') including a City owned steel 70' x 100' maintenance hangar with attached shop, and a City owned 24'x 50' administration-office building. 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 about 2.8122 acres (350'x 350') including three City owned T-Hangar buildings as follows: Hangar "A" (10 unit) 28'x 294', Hangar "B" (10 unit) 28'x 294', Hangar "C" (10 unit) 32' x 310'. The remaining area is available to lessee for conduct of his operations, subject to all F.A.A. regulations.

(c) The exclusive use of a plot totaling about 2.0661 acres (150'x 600') including a City owned T-Hangar building as follows: Hangar "E" (18 unit) 32'x 582'. The remaining area is available to lessee for conduct of his operations, subject to all F.A.A. regulations.

Title to all leasehold improvements constructed by City to remain with the City subject to the right of the Lessee to their use during the term of lease or any renewal thereof, for which the additional rental, if any, shall be determined by negotiation.

SECTION 2 - TERM

The term of this agreement shall be for a period of 35 years, commencing on January 1, 2001. Lessee at termination of this agreement shall have the option to renew subject to the provisions of Section 24.

SECTION 3 - RENTAL RATE AND PAYMENT

Lessee and City agree:

A. The annual rental rate, payable on January 1st of each year, for the Lease of Premises shall be \$200.00 (Two Hundred Dollars). Note: The rent has been prepaid thru 12-31-2005.

B. 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 N. Elmwood Ave., Medina, Ohio 44256.

SECTION 4 - SCOPE OF REQUIRED SERVICES AND OPERATIONS

A. The Lessee under this agreement will provide the following services to the users of Medina Municipal Airport:

1. Adequate and competent personnel for the operation of the facility, and the offering of the required services at a standard comparable to that of other similar fixed-base operations at airports in Ohio. Such employees will wear identifying dress or insignia when on duty, and be clean and neat in their appearance.

2. Qualified personnel available for general aviation aircraft users, 7 days a week, except, Thanksgiving, Christmas, New Years and Easter. The airport will be open from 8:00 a.m. to sunset during months of Daylight Savings Time and between 8 a.m. and 5:00 p.m. during all other months, except the above days, unless weather or some other emergency dictate otherwise.

3. Qualified personnel available for flight line servicing of aircraft locally based or itinerant, including sale and delivery of recognized brands of aviation fuel, oils, lubricants, and related aviation petroleum products.

4. Qualified personnel available for repair and maintenance services for general aviation aircraft, aircraft engines, as well as maintenance of a reasonable inventory of the necessary aircraft parts and accessories to maintain and repair general aviation aircraft.

5. Provide F.A.A. approved flight instruction.

6. Provide rental of aircraft.

Note: Items 4, 5 and 6 may be operated under a sub-lease, providing the sub-lessee is licensed and qualified and subject to all appropriate rules and regulations of the Federal Aviation Administration, and the State of Ohio. And provided further that any sub-lease must first be approved in writing by the City.

B. In addition to the services which the Lessee must provide, as authorized above, within the capability of the facilities, Lessee may provide other aviation services which may include, but not necessarily be limited to:

1. The wholesale and retail sale of new and used aircraft, new and used radio and electronic equipment and airman's supplies and accessories.

2. Operation of air taxi and sight-seeing services.

3. Represent a major general aviation aircraft manufacturer as a distributor or dealer offering sales and services of both new and used aircraft.

SECTION 5 - HANGAR AND PARKING SPACE

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

B. The Lessee must obtain from all aircraft owners and operators based in its leased premises a photocopy of their certificate of insurance showing that these tenants are covered with property damage and public liability insurance.

C. Lessee shall furnish the City as of January 1st of each year the names of all hanger tenants and parking and tie-down customers on leased premises, and the names of parking and tie-down customers on assigned non-leased premises.

SECTION 6 - MAINTENANCE

Lessee is to accept the premises in their present condition and without any expense to the City.

A. During the term of lease, Lessee shall maintain the premises in as good order, condition and repair, as the same will be, as mentioned in the above paragraph, 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 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 to be the Lessee thereof, who shall repay said sums within the ensuing six months.

B. Lessee agrees to keep the hangar and assigned building premises clean, dispose of all debris and other waste matter which may accumulate, and provide metal containers with proper covers for waste within the building or buildings on said premises. If, in the opinion of the City, the Lessee fails to keep the premises in good order, or fails to provide adequate containers with proper covers for waste, the Lessee agrees that the City may, at its option, take appropriate action to correct the condition. Such action may include but is not limited to, the cleaning of the premises, the disposing of debris and the supplying of metal containers with proper covers all at Lessee's cost.

C. Lessee shall be responsible for the security of the premises described in Section 1 during established hours of operations.

D. Lessee shall be responsible in winter for the removal of snow from the exterior paved portions of the T-Hangar premises, the runways, ramp areas and taxiways. However, the City agrees to assist Lessee with heavier equipment in the event snowfall exceeds 6" in any 24-hour period, but only after the other snow demands, in the opinion of the Service Director have been met.

E. Lessee agrees to keep the premises adequately lighted for the safe and proper operation of the premises.

F. Lessee agrees to mow grass on leased premises and on areas contiguous to runways and taxiways and clear zone areas as shown on Exhibit "B" attached, which is fully incorporated herein by reference.

G. Lessee shall have the right to bring to and into Hangar area, subject to City approval, 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.

H. Lessee shall pay for all utilities used on the leased premises, including electric service, water and sewer and heat. Utilities will be prorated as of the date of the occupancy by the Lessee.

I. Lessee also agrees to provide power for all airport lighting, runway and taxiway lights and to be responsible for the purchase and replacement of lamps, lenses, and frangible covers for all airport lighting, runway and taxiway lights.

SECTION 7 - 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 Article 19 hereof.

SECTION 8 - USE AND COMPLIANCE

The Lessee shall not use or permit the use of the Lessee's exclusive premises or any part thereof for any purpose or use other than those authorized by this agreement.

Lessee, its officers, agents, employees and any other persons whom Lessee has control, shall comply with all State and Federal laws and with any rules and regulations governing or related to the use of the Airport or Lessee's exclusive premises as may be promulgated by the City in the interests of health, safety, sanitation and good order.

SECTION 9 - 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 10 - REMEDIES

All rights and remedies of the City herein set forth are in addition to any and all rights and remedies allowed by law and equity.

A. If any voluntary or involuntary petition or similar pleading under any Act of Congress relating to bankruptcy shall be filed by or against Lessee or if any voluntary or involuntary proceedings in any court or tribunal shall be instituted by or against the Lessee to declare Lessee insolvent or unable to pay Lessee's debts, then and in any such event the City may, if the City so elects, with or without notice of such election and with or without entry or other action by the City, forthwith terminate this lease, and, notwithstanding any other provisions of this lease, the City shall forthwith upon such termination be entitled to recover damages in an amount equal to the then present value of the rent reserved in this lease for the entire residue of the stated term of hereof.

B. Upon the termination of this lease, or upon the termination of the Lessee's right to possession without termination of the lease, the Lessee shall surrender possession without termination of the lease, the Lessee shall surrender possession and vacate the premises immediately, and the City may enter into and repossess said premises with or without process of law and remove all persons and property therefrom in the same manner and with the same right as if this lease had not been made, and for the purpose of such entry and repossession, the Lessee waives any notice provided by law or otherwise to be given in connection therewith.

C. If the Lessee abandons the premises, or if the City elects to terminate Lessee's right to possession only, without terminating the lease as above provided, the City may remove from the premises any and all property found therein and such repossession shall not release the Lessee from Lessee's obligation to pay the rent herein reserved. After any such repossession by the City without termination of the lease, the City may, but need not, relet the premises or any part thereof as agent of Lessee to any person, firm, or corporation and for such time and upon such terms as the City, in the City's sole discretion, may determine. The City may make repairs, alterations and additions in and to the premises and redecorate the same to the extent deemed by the City

necessary or desirable, and the Lessee shall, upon demand, pay the cost thereof together with the City's expenses or reletting. If the rent collected by the City upon any such reletting are not sufficient to pay monthly the full amount of the rent reserved herein together with the costs of such repairs, alterations, additions, redecorating and expenses, the Lessee shall pay to the City the amount of each monthly deficiency upon demand, and if the rent so collected from any such reletting is more than sufficient to pay the full amount of the rent reserved herein together with such costs and expenses of the City, the City, at the end of the stated term of the lease, shall account for any surplus to the Lessee.

D. Any and all property which may be removed from the premises by the City may be handled, removed, stored or otherwise disposed of by the City at the risk and expense of the Lessee, and the City shall in no event be responsible for the preservation or safekeeping thereof. The Lessee shall pay to the City, upon demand, any and all expenses incurred in such removal and all storage charges, as determined by the City, against such property so long as the same shall be in the City's possession or under the City's control. If any property shall remain in the premises or in the possession of the City and shall not be retaken by the Lessee within a period of ten days from and after the time when the premises are either abandoned by Lessee or repossessed by the City under the terms of this lease, said property shall conclusively be deemed to have been forever abandoned by the Lessee.

E. With the exception of the fuel storage and dispensing system, it is agreed that all of the fixtures which are or may be put into the premises during said term, whether exempt or not from sale under execution or attachment, shall at all times be bound with a lien in favor of the City and shall be chargeable for all rents hereunder and for the fulfillment of the other covenants and agreements herein contained. In the event that the Lessee shall have abandoned any personal property, the City shall have the right to sell all or any part of said property at public or private sale, without giving any notice to the Lessee or any notice of the sale, all notices required by statute or otherwise being hereby expressly waived, and to apply the proceeds of such sale, first, to the payment of all costs and expenses of conducting the sale and/or caring for or storing said property; secondly, toward the payment of any indebtedness which may be or may become due from the Lessee to the City; and thirdly, to pay to the Lessee on demand in writing any surplus remaining after all indebtedness of Lessee to city has been fully paid.

SECTION 11 - 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, Ohio 44258-0703

To the Lessee:
Flight Services of Medina
ATTN: Barle Olson
P.O. Box 1043
Medina, Ohio 44258-1043

SECTION 12 - HOLDING OVER

Should the Lessee remain in possession of said premises after the date of the expiration of this lease, with the consent of the City, it is hereby agreed and understood that unless a new agreement in writing shall be entered into between the parties thereto, the Lessee shall then be held to be a tenant on a yearly basis at a yearly rental equal to the last yearly rental payable hereunder and otherwise subject to all of the terms and conditions of this lease, and that said tenancy may be terminated by either party at the end of any such yearly period by sending written notice not less than five (5) days before the end of such period.

SECTION 13 - EMPLOYEE CONDUCT

The City reserves the right and Lessee agrees that any employees of the Lessee who conducts himself in a manner to be found to be detrimental to the best interests of the Airport shall, be disciplined or dismissed from the employment of the Lessee by the Lessee upon the request of the City. Any employee who is convicted of a felony while in the employment of the Lessee shall be dismissed from the service of the Lessee upon request of the City.

Failure to comply with the City's request in the instances cited in the immediate foregoing paragraph shall constitute a breach and violation of Section 6 of this agreement, in addition to a breach and violation of this section, and be deemed sufficient to effect a cancellation of this agreement at the City's option.

SECTION 14 - INDEPENDENT CONTRACTOR

The Lessee shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for Social Security, Workman's Compensation Act, unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Lessee on work performed under the terms of this contract and further agrees to obey all rules and regulations and to meet all requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said Lessee also agrees to indemnify and save the City harmless from any such contributions or taxes or liability therefore.

SECTION 15 - NONDISCRIMINATION CLAUSE

In connection with the performance of work under this contract, the Lessee agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, recruitment advertising, lay-off or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship. The Lessee is to post in conspicuous places, available for employees and applicants for employment a notice to be provided by the City setting forth the provisions of nondiscrimination in accordance with law.

SECTION 16 - 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 who will pay the tax bill.

Notification of taxes must be paid within the time as shown on the notification. Lessee agrees that failure to pay either taxes or assessments within this time will be sufficient cause for the City to cancel this lease without legal process and all rental obligations and other charges shall become due and payable immediately.

SECTION 17 - RIGHTS OF ENTRY RESERVED

The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives 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.
- C. During the last month of any lease term, to alter, renovate and redecorate the premises, provided the Lessee shall have removed all or substantially all of its property from the premises, and provided further that such alterations, renovation and redecoration can be accomplished without interfering unreasonably with the operations of the Lessee.

No such entry by or on behalf of the City upon the Lessee's exclusive premises shall cause or constitute a termination of the letting by way of concession thereof, or be deemed to constitute an interference with the possession thereof nor constitute a revocation of, or interference with, any right in Lessee in respect thereto of exclusive use.

SECTION 18 - 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 19 - INSURANCE

The Lessee shall purchase and maintain during the entire term of lease, insurance as listed in section A, B, and C below. All policies shall name the City 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.

In the event the building on the premises is destroyed by fire or other casualty so as to be wholly untenable and such loss is covered by insurance provided by the Lessee in accordance with the terms of the lease, the insurer may provide repairs or replacement or the City may elect to replace said damage or destroyed buildings at its expense. In the event that the building is not repaired or replaced, Lessee may, at its option, cancel the remaining portion of the lease.

Even though the Lessee agrees to pay the regular monthly rental in the manner set forth herein, said rental shall abate during those periods of time following the destruction of said premises until the completion of the repairs or replacement.

If the premises shall by reasons of fire or other casualty not resulting from negligent conduct of the Lessee, its agents, servants, or employees, or those acting with permission and authority of the Lessee, be partially damaged in such a manner that the balance thereof may be used by the lessee for the purposes of its business, then from the date of such damage until the completion of the restoration thereof, a fair and just portion of the rents herein based upon the proportion of the premises which shall not be usable by the Lessee for its purposes, shall abate. The amount of such abatement is to be determined by negotiation and if not agreed to within 60 days, then it shall be determined by a panel of arbitrators appointed by the presiding Judge of the Common Pleas Court of Medina County..

A. Airport Liability Insurance

Said Lessee shall purchase and maintain in force Airport Liability Insurance, covering the entire premises, its operations, its sales and service hazards. This shall include, but not limited to its use, maintenance and storage of aircraft, vehicles and motor equipment in conjunction with its operations. Lessee shall provide limits of insurance that are not less than the amounts scheduled below.

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:.....\$2,000,000.00

If single Limit B.I. & P.D. apply:

Minimum single limit:.....\$2,000,000.00

B. Hangar Keepers Liability Insurance

For Hangar Keepers Legal Liability insurance the minimum limits shall be in the following amount:

For each aircraft:.....\$250,000.00
For each occurrence:.....\$500,000.00

C. Fire and Extended Coverage Insurance

Insurance shall be provided on all buildings and appurtenances on a 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 the following City owned buildings: Administration Building, Maintenance and Storage Hangar and Hangars "A", "B", "C", and "D" and for all non-City owned buildings.

SECTION 20 - ADDITIONAL RENT

If the City is required or elects to pay any sum or sums or incurs any obligation or expense by reason of the failure, neglect, or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants and agreements, contained in this agreement or as a result of an act or omission of the Lessee contrary to said conditions, covenants and agreements, or if the City is required to pay any lawful taxes or assessments for or an account of the premises, or other taxes lawfully payable by Lessee other than those levied by the City solely for its benefit, the Lessee agrees to pay the sum or sums so paid or the expense so incurred, including all interest,

costs, damages, and penalties, and the same may be added equally to the next six installments of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent, it being understood that the portion of the real property taxes levied and assessed upon any premises which is paid over by the City to the County shall not be considered taxes levied by the City solely for its benefit.

SECTION 21 - IMPROVEMENTS

A. Lessee shall provide, construct and install at the premises, at its sole cost and expense, such additional structures and fixtures and/or renovations and modifications of existing structures as shall be necessary for the operational maintenance of a first-class fixed base operation. Such construction, installation, renovations and modifications, unless otherwise designated, are hereinafter referred to as permanent improvements.

B. Before commencing any construction or installation of any 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 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.

C. All buildings, alterations, additions, or permanent facilities which presently exist or are hereafter constructed upon the premises shall become part of the real estate when completed, and shall become the property of the City and title therein shall vest in the City upon expiration of the term. All fixtures and property installed, affixed to or constructed at the premises which are not readily removable without damage to the premises shall become the property of the City.

D. The Lessee shall obtain prior approval, in writing, from the City for authority to erect any exterior advertising signs on its leased premises, and any such sign must conform to the architectural treatment of the area.

E. The fuel storage and dispensing system which has been installed by the Lessee shall remain the property of the Lessee.

SECTION 22 - 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 23 - RIGHT TO ADDITIONAL TERM

Lessee is hereby granted a right to an additional term of five (5) years at terms and conditions to be negotiated. Provided, however, Lessee shall notify the City not less than six (6) months prior to the commencing of such renewal term, said notice is to be in writing and addressed to the City of Medina and provided further that Lessee has at all times prior thereto fully complied with the terms and conditions hereof. If the parties cannot agree to terms of the new lease within 90 days prior to the expiration of the base lease, then this lease shall terminate.

SECTION 24 - MISCELLANEOUS

A. No receipt of money by the City from the Lessee with knowledge of the breach of any covenants of this lease, or after this termination hereof, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the premises, shall be deemed a waiver of such breach, nor shall it reinstate, continue, or extend the term of this lease or effect any such notice, demand or suit.

B. No delay on the part of the City in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

C. No act done or thing said by the City or the City's agents shall constitute a cancellation, termination, or modification of this lease, or a waiver of any covenant, condition or provision hereof; nor relieve the Lessee of Lessee's obligation to pay the rents herein reserved. Any waiver or release by the City and any cancellation, termination, or modification of this lease must be in writing signed by the City.

D. Each provision hereof shall bind and insure to the benefit of the City and the lessee as the case may be, and their respective heirs, executors, administrators, successors, and City's assigns. In the event that the City consents to the assignment of this lease notwithstanding the terms hereof Lessee will not either directly or indirectly exercise or grant to any person, firm or corporation to exercise any exclusive right for the use of the Airport for commercial flight operations, including air carrier transportation, rental of aircraft, conduct of charter flights, operation of flight schools, or the carrying on of any other services or operation requiring the use of aircraft, or any other exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958. Lessee shall:

(1) Furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport;

(2) Furnish said service on a fair, equal, and non-discriminatory basis to all users thereof;

(3) Charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; Provided that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(4) During the time of war or national emergency declared by the United States Government, the City shall have the right to lease the premises to the United States Government for military use, upon thirty (30) days prior written notice to Lessee, and if any such lease is executed, the terms and provisions of this lease shall upon the expiration of said thirty (30) day period terminate; provided, however, City shall give written notice to Lessee at the termination of such Government lease and Lessee shall for thirty (30) days after the receipt of said notice have the option, upon written notice to lease the premises at the same rental, terms, and conditions set forth herein for a term equal to the unexpired period of this lease.

(5) This lease shall be subordinate to the provisions of any existing or future laws, rules and regulations of the City of Medina, State of Ohio and the United States, relative to the operation and maintenance of the airport; provided, however, that nothing herein shall be construed to authorize the taking or use of the hangar improvements, or of the leasehold estate hereby created without fair and reasonable compensation therefore.

SECTION 26 - ADDITIONAL COSTS

If the City conducts operations or allows operations or activities on the premises adjoining the leased premises and the same results in increased costs to the Lessee, then the person, firm or corporation conducting these operations or activities will be responsible for such amounts equal to the increase in costs.

SECTION 27 - 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.

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

Signed in the presence of:

CITY OF MEDINA

Carthage Plun

By: James S. Roberts
JAMES S. ROBERTS, Mayor

Thomas A. Adams

Date: 12-18-01

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

Sworn to and subscribed in my presence by James S. Roberts on this 13 day of
December, 2001.

Carlisle R. Horn
NOTARY PUBLIC
CARLISLE R. HORN
Notary Public, State of Ohio
My Commission Expires 7-18-06

LESSEE:

FLIGHT SERVICES OF MEDINA

Diane F. Butcher
DIANE F. BUTCHER
Kimberly Case
KIMBERLY CASE
STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

By: [Signature]
BARBARA OLSON

Date: 12-19-01



MIRANDA L. WATSON
Notary Public, State of Ohio
My Commission Expires May 30, 2003

Sworn to and subscribed in my presence by Earle Olson on this 19 day of
DECEMBER, 2001.

Miranda L. Watson
NOTARY PUBLIC

Document and Form approved by:

William B. Young
William B. Young, Law Director
City of Medina, Ohio

EXHIBIT "A"

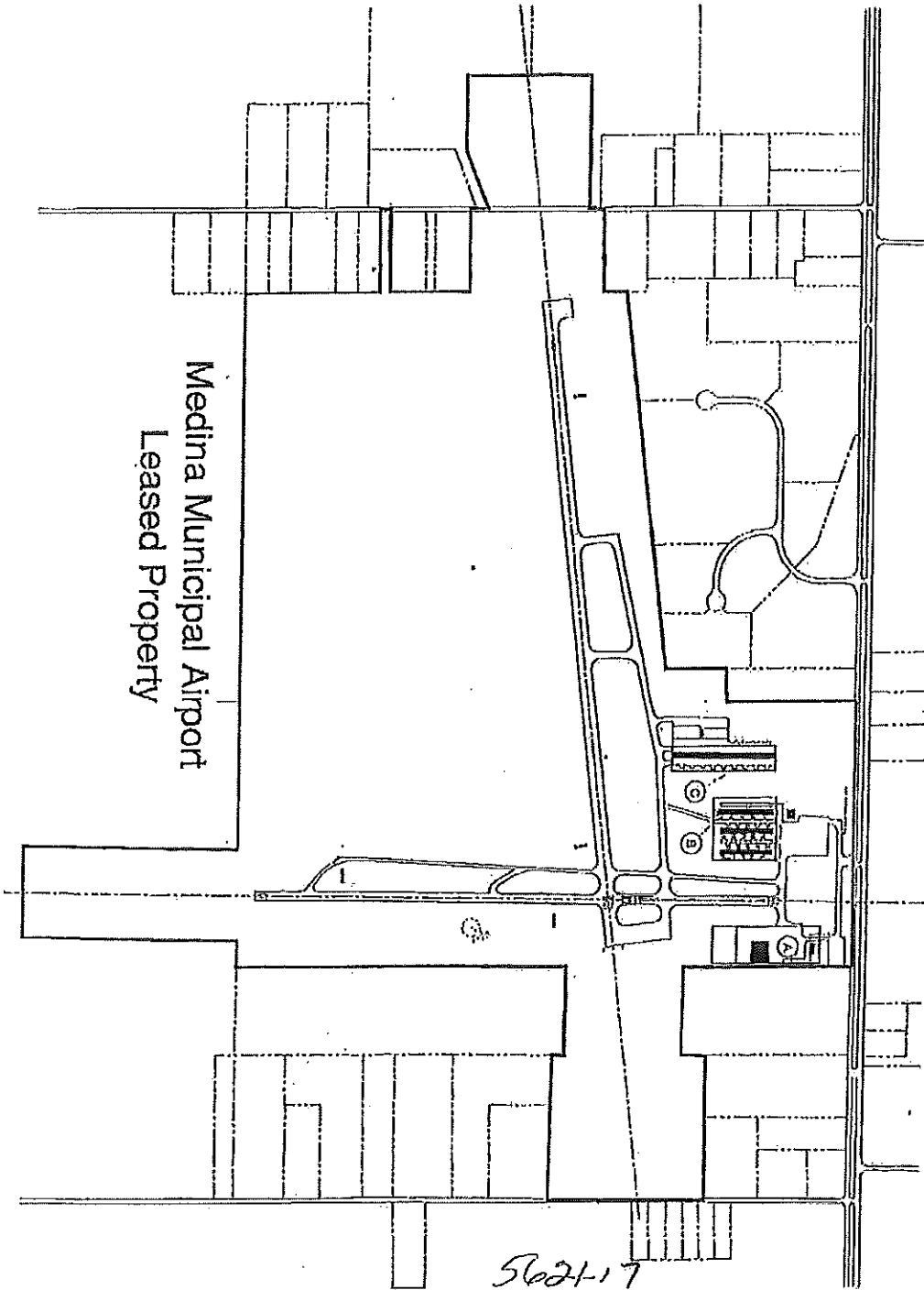



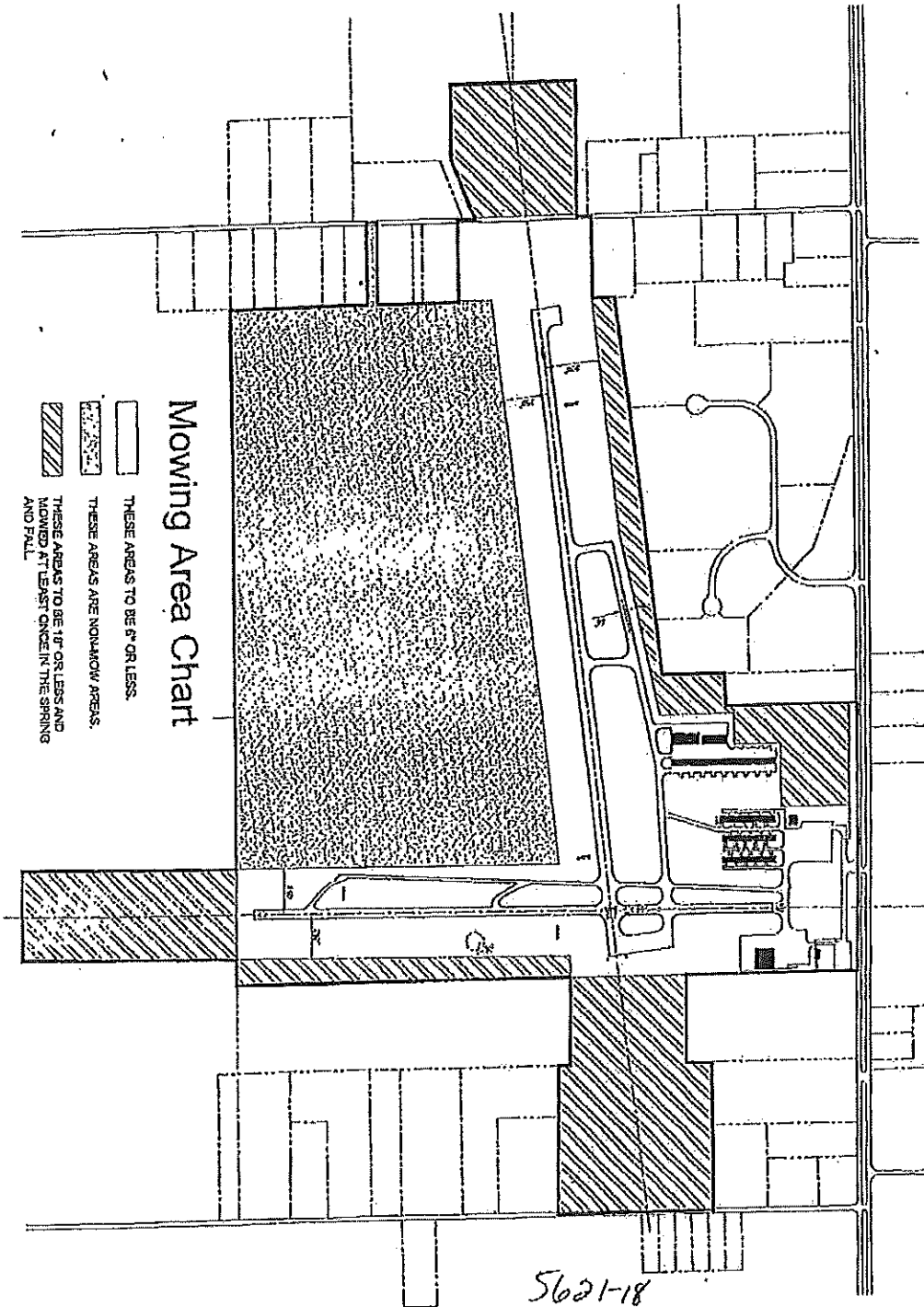


EXHIBIT "B"

Mowing Area Chart

-  THESE AREAS TO BE 6" OR LESS.
-  THESE AREAS ARE NOMMOW AREAS.
-  THESE AREAS TO BE 10" OR LESS AND MOWED AT LEAST ONCE IN THE SPRING AND FALL.



5621-18

**EXHIBIT B
TO
SETTLEMENT AGREEMENT**

ORDINANCE NO. 198-01

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH FLIGHT SERVICES OF MEDINA, A DIVISION OF OLSON PRODUCTS, FOR THE PREMISES LOCATED AT 2050 MEDINA ROAD ALSO KNOWN AS THE MEDINA MUNICIPAL AIRPORT.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Lease Agreement with Flight Services of Medina, a Division of Olson Products, for the premises located at 2050 Medina Road also known as the Medina Municipal Airport.

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

SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 12, 2001

SIGNED: Michael C. Morse
President of Council

ATTEST: Catherine L. Horn
Clerk of Council

APPROVED: November 13, 2001

SIGNED: James S. Roberts
Mayor

Effective date - December 12, 2001

EXHIBIT A

198-01

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.

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

Lawrence P. Hara

By: *James S. 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.

Catherine L. Horn
NOTARY PUBLIC

CATHERINE L. HORN
Notary Public, State of Ohio
My Commission Expires 7-18-06

Signed in the presence of:

LESSEE: FLIGHT SERVICES
OF MEDINA

By: _____
EARLE OLSON

Dated: _____

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)

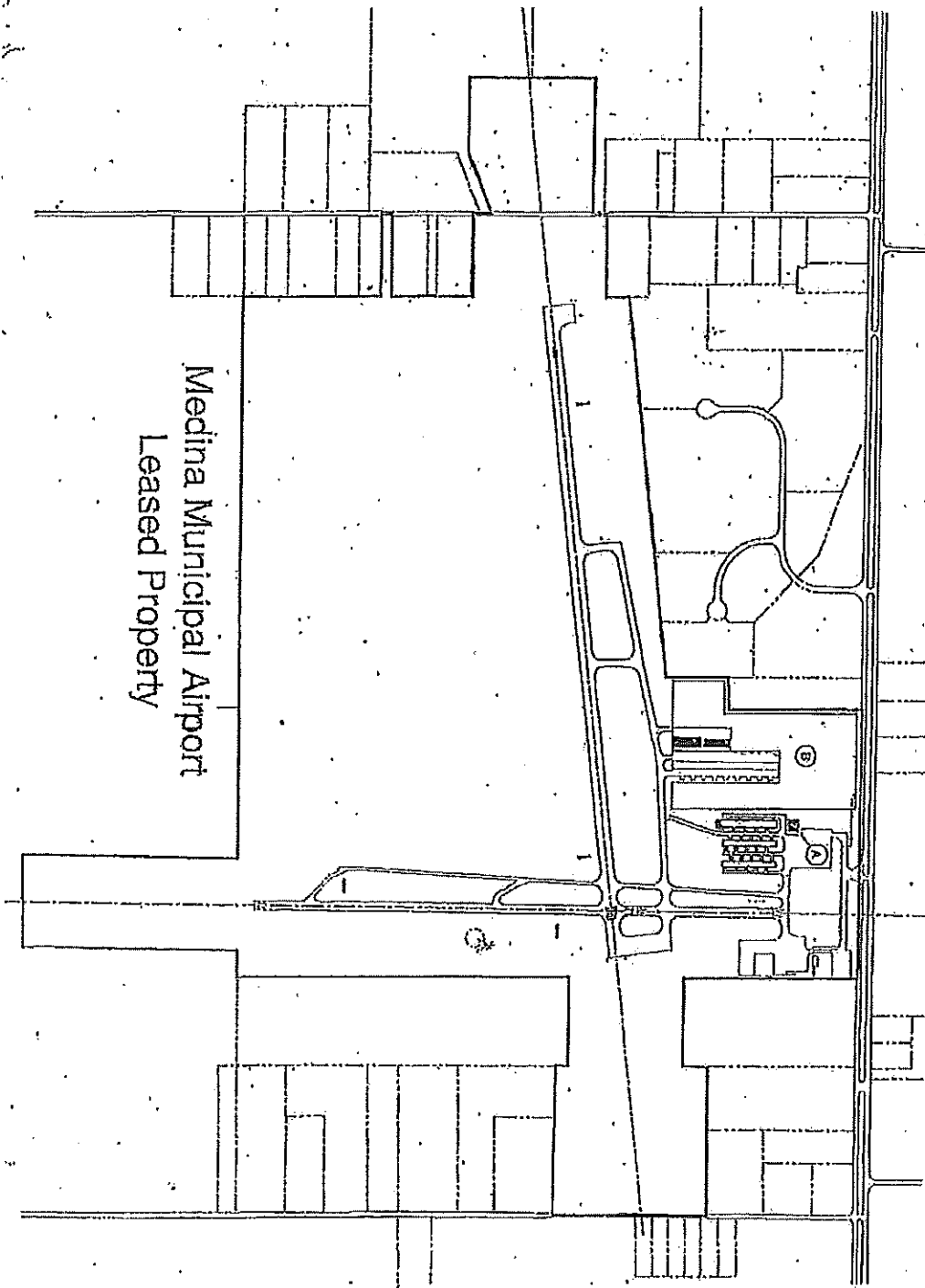
Sworn to before me and subscribed in my presence by
Earl Olson of Flight Services of Medina, on this _____ day of
_____, 2001.

NOTARY PUBLIC

Document and Form approved by:

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

EXHIBIT "A"



**EXHIBIT C
TO
SETTLEMENT AGREEMENT**

ORDINANCE NO. 39-14

AN ORDINANCE AUTHORIZING A SUBLEASE AGREEMENT AS BETWEEN 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.

WHEREAS: Ordinance 198-01, passed November 12, 2001, authorized the Lease Agreement with Flight Services of Medina, a Division of Olson Products, Inc. for the premises located At 2050 Medina Road, also known as the Medina Municipal Airport; and

WHEREAS: Private Hangars MMA LLC, an Ohio Limited Liability Company desires to lease two 12,000 square foot parcels of land which is a portion of the land at which the Airport is located from Flight Services of Medina, A Division of Olsen Products, Inc.

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

SEC. 1: That City Council does hereby authorize and consent to a Sublease Agreement between Flight Services of Medina, a Division of Olson Products, Inc. and Private Hangars MMA LLC, an Ohio Limited Liability Company for the lease of two 12,000 square foot parcels of land, which is a portion of the land at the Medina Municipal Airport.

SEC. 2: That a copy of the Sublease Agreement is marked Exhibit A, attached hereto and made a part hereof.

SEC. 3: That this Ordinance is subject to the Law Director's final approval.

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

PASSED: March 10, 2014

SIGNED:

[Signature]
President of Council

ATTEST:

[Signature]
Clerk of Council

APPROVED:

March 11, 2014

SIGNED:

[Signature]
Mayor

SUBLEASE

THIS SUBLEASE (the "Sublease") is made and entered into this 10th day of March, 2014, by and between 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 "Hangers");

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 "Easements"). 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 April 9 2014, and ending on the earlier of: (a) at 11:59 PM EST on December 31, 2035; or (b) such earlier date that Sublessor no longer holds a leasehold interest in the Premises.

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. Sublessor acknowledges that the Hangar and all improvements related thereto that is the subject of this Sublease shall become the property of the City of Medina, Ohio, upon the earlier termination or expiration of the Master Lease and/or termination of this Sublease, termination of Sublessee's right of possession, eviction, or otherwise. 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.

(b) 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 Hangar, 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.

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 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 31 day of March, 2014.



Cassandra L. Newell
Notary Public, State of Ohio
My Commission Expires Dec. 18, 2015

Cassandra L. Newell
NOTARY PUBLIC

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 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 Medina, Ohio, this 31 day of March, 2014.



Cassandra L. Newell
Notary Public, State of Ohio
My Commission Expires Dec. 18, 2015

Cassandra L. Newell
NOTARY PUBLIC

This Instrument Prepared By:

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

Exhibit A to Flight Services of Medina Sublease with Private
Hangars MMC LLC

RCA1611

ORDINANCE NO. 198-01

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A LEASE AGREEMENT WITH FLIGHT SERVICES OF
MEDINA, A DIVISION OF OLSON PRODUCTS, FOR THE
PREMISES LOCATED AT 2050 MEDINA ROAD ALSO
KNOWN AS THE MEDINA MUNICIPAL AIRPORT.

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

- SEC. 1: That the Mayor is hereby authorized and directed to enter into a Lease Agreement with Flight Services of Medina, a Division of Olson Products, for the premises located at 2050 Medina Road also known as the Medina Municipal Airport.
- SEC. 2: That a copy of the Lease Agreement is marked Exhibit A attached hereto and incorporated herein.
- SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 12, 2001 SIGNED: Michael C. Morse
President of Council

ATTEST: Catherine L. Horn APPROVED: November 13, 2001
Clerk of Council

SIGNED: James S. Roberts
Mayor

Effective date - December 12, 2001

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.

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.