

COUNTY OF ROCK
Public Works
Department
Airport Division
Telephone: 608-757-5768



Southern Wisconsin
Regional Airport
4004 S. Oakhill Avenue
Janesville, WI 53546
Fax : 608-758-3060

NOTE: Location Change

AGENDA

Public Works Committee Meeting
Tuesday, May 24, 2011 at 8:30 a.m.

Southern Wisconsin Regional Airport Terminal Building Suite 120
1716 W. Airport Rd.
Janesville, WI 53546

1. Call to Order at 8:30 a.m.
2. Approval of Agenda
3. Approval of Minutes April 26, 2011
4. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments
5. Citizen Participation, Communications, and Announcements

AIRPORT BUSINESS

6. Action Items

- a. Consider Sub-Lease between King Capital JJC Hanger, LLC and 3 Wire, LLC
- b. Consider Sub-Lease between King Capital JJC Hanger, LLC and King Capital, LLC
- c. Consider Sub-Lease between King Capital JJC Hanger, LLC and Terry's Aero, Inc.
- d. Consider Sub-Lease between King Capital JJC Hanger, LLC and Luther Aircraft, LLC
- e. Consider Sub-Lease between King Capital JJC Hanger, LLC and R/T Aviation, LLC
- f. Consider Sub-Lease between Janesville Jet Center and Jeffrey Metcalf
- g. Consider Termination of Aircraft Storage Agreement for Blackhawk Aircraft Maintenance for failure to comply with insurance provisions
- h. Consider request from Marlene Campbell to terminate the Aircraft Storage Agreement for t-hangar No. 35

7. Information Items

- a. 2011 Project Updates
 1. Update on Reconstruction/Remodel of Terminal Building
 2. Update on Reconstruction of Taxiway "A"
- b. Discuss possible use of airport for Harley Owner's Group State Convention in 2014 or 2015
- c. Airport Accounts Receivables

PARKS BUSINESS

8. Action Items

- a. Approve Resolution Authorizing Award of Contract for Carver-Roehl Park Playground Equipment

9. Next Meeting Date
10. Adjournment



Excellence through experience™

METCO
608-489-2198
PO BOX 448
HILLSBORO, WI 54634

Invoice: 80009-2A

Sold to	ROCK CTY DEPT OF PUBLIC WORKS 3715 NEWVILLE ROAD JANESVILLE, WI 53545	Job Address	SOUTHERN WIS REGIONAL AIRPORT 4004 S OAKHILL AVE JANESVILLE, WI 53546
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<u>Account</u>	<u>P.O. Num</u>	<u>Terms</u>	<u>Invoice Date</u>	<u>Page</u>
ROCCOU	P1101380	Net 0	4/27/11	1

Work completed as of 04/15/11
Installed existing ATG and card system.

Payment due upon receipt.
Thank you!

ORIGINAL CONTRACT SUM.....	13,808.24
NET CHANGE BY CHANGE ORDERS.....	-400.00
CONTRACT SUM TO DATE.....	13,408.24
TOTAL COMPLETED & STORED TO DATE.....	13,408.24
RETAINAGE.....	0.00
TOTAL EARNED LESS RETAINAGE.....	13,408.24
LESS PREVIOUS CERTIFICATES	
FOR PAYMENT.....	0.00
SALES TAX.....	0.00
CURRENT PAYMENT DUE.....	13,408.24
BALANCE TO FINISH, PLUS	
RETAINAGE.....	0.00

Current Application \$13,408.24

RECEIVED
 APR 27 2011
 10:00 AM
 METCO
 4004 S OAKHILL AVE
 JANESVILLE, WI 53546

* 035633

APR 27 FAXD
APR 26 FAXD

Worksheet
 METCO
 4/27/2011
 Job 11ATG80009 - SOUTHERN WIS REGIONAL AIRPORT
 Schedule 1

Phase	Description	Contract amount	Previously completed	Cumul. percent	Stored Materials		Completed and stored	Work complete this period	Percent complete	Materials used
					Previous	Current				
<u>Original Contract</u>										
11	POS & Interface Equipment	5,206.95	5,206.95	100.00%	0.00		5,206.95	5,206.95		
13	ATG Equipment	3,703.20	3,703.20	100.00%	0.00		3,703.20	3,703.20		
31	Installation	4,076.16	4,076.16	100.00%	0.00		4,076.16	4,076.16		
34	Start Up	0.00	0.00	0.00%	0.00		0.00	-		
35	Project Management	821.93	821.93	100.00%	0.00		821.93	821.93		
90	Down Payment Required	0.00	0.00	0.00%	0.00		0.00	-		
95	Down Payment Reversal	0.00	0.00	0.00%	0.00		0.00	-		
		<u>13,808.24</u>	<u>13,808.24</u>		<u>0.00</u>		<u>13,808.24</u>			
<u>Change Order</u>										
101	Used Equipment Trade In	-400.00	-400.00	100.00%	0.00		-400.00	(400.00)		
		<u>-400.00</u>	<u>-400.00</u>		<u>0.00</u>		<u>-400.00</u>			
		<u>13,408.24</u>	<u>13,408.24</u>		<u>0.00</u>		<u>13,408.24</u>			

\$ 13,408.24



COUNTY OF ROCK

CENTRAL PURCHASING DIVISION

51 South Main Street Janesville, Wisconsin 53545
 (608) 757-5517 • (608) 757-5515 • FAX (608) 757-5539

PURCHASE ORDER

METCO
 KEVIN SEYMOUR
 102 ENTERPRISE DRIVE
 P.O. BOX 448
 HILLSBORO, WI 54634

PURCHASE ORDER NUMBER	
THIS NUMBER MUST APPEAR ON ALL CORRESPONDENCE, SHIPPING PAPERS, INVOICES AND CONTAINERS.	P1101380
SOUTHERN WISCONSIN REGIONAL AIRPORT 4004 S OAKHILL AVE JANESVILLE, WI 53546	
ROCK COUNTY DEPT OF PUBLIC WOR 3715 NEWVILLE RD JANESVILLE, WI 53545	

ORDER DATE	BID NUMBER	FOB POINT	SHIP VIA	BUYER	
02/25/11	2011-43	DESTINATION	YOUR INSTALL	AL DRANSFIELD	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH	FUEL TANK MONITORING SYSTEM PER BID SPECIFICATION OPW AFC & EECO 1500	13,808.24	13,808.24
0002	1	EACH	USED EQUIPMENT TRADE IN	-400.00	-400.00
			INVITATION TO BID #2011-43 ROCK COUNTY RESOLUTION #11-2B-290		
			TAX EXEMPT #41407		
FAXED 2/25/11				TOTAL	13,408.24

TERMS AND CONDITIONS

The party selling to the County of Rock the articles described herein guarantees that the sale or use of them will not infringe any United States patent, and covenants that it will at its own expense defend every suit which shall be brought against the County of Rock, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use such article or articles, and agrees that it will pay all costs, damages and profits recoverable in any such suit. The party selling to the County of Rock the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws.

CANCELLATION: We reserve the right to cancel this order in whole or in part if delivery is not made in accordance with vendor's proposal. Any dispute arising as to quality and quantity shall be subject to arbitration as provided in chapter 788 of the Wisconsin Statutes.

NON-DISCRIMINATION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5)(a), sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765(2)).

TAX EXEMPTIONS: The County of Rock is exempt from the payment of all federal excise taxes, registration no. 41407 (For tax-free transactions under chapter 32 of the Internal Revenue code is on file with the District Attorney, U.S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin. The County of Rock is exempt from Wisconsin State and Local taxes on its purchases except certain Wisconsin Excise Taxes, per Wisconsin Statute 77.54(9)(a)(b). Contractors performing construction activities are required to pay state user tax on the cost of materials that they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil, and aviation fuel.

NOTICE TO VENDOR:

1. PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES.
2. PURCHASES ARE TAX EXEMPT.
3. DELIVERIES ONLY ACCEPTED BETWEEN 8:00 & 11:30 AM AND 1:00 & 3:00 PM. NO DELIVERIES ACCEPTED ON OFF HOURS OR ON SATURDAY, SUNDAY OR HOLIDAYS.
4. ANY ORDER FOR CHEMICALS WHEN SHIPPED SHALL INCLUDE ALL "MATERIAL SAFETY DATA SHEETS".
5. BY SUPPLYING THE ABOVE DESCRIBED ARTICLE, MATERIAL OR SERVICES, VENDOR AGREES NOT TO CHARGE ANY INTEREST ASSESSMENT FOR BILLS PAID BY THE COUNTY WITHIN 60 DAYS OF ACCEPTANCE OF THE GOODS OR SERVICES OR RECEIPT OF A PROPERLY COMPLETED INVOICE, WHICHEVER DATE IS LATER.

Alan Dransfield
 AUTHORIZED SIGNATURE
 (NOT VALID UNLESS SIGNED BY SENIOR BUYER OR PURCHASING MANAGER)

LEASE

THIS LEASE (the "Lease") is entered into as of the 15th day of September, 2006, by and between KING CAPITAL JJC HANGER, LLC, a Wisconsin limited liability company (hereinafter called "Landlord"), and 3 WIRE, LLC, a Wisconsin limited liability company (hereinafter called "Tenant").

ARTICLE 1

PREMISES AND TERM

1.01. Description of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises located at 4606 Atlantis Drive, Janesville, Rock County Wisconsin, as more particularly described in attached "Exhibit A" (hereinafter referred to as the "Premises" and the improvements now or hereafter located thereon being hereinafter referred to as the "Improvements").

1.02. Term of Lease. The initial term of this lease (the "Initial Term") shall be for a period of ten (10) years commencing on September 15, 2006 (the "Commencement Date") and ending on September 14, 2016 unless sooner terminated as set forth in this Lease (the "Expiration Date").

1.03. Option to Extend. Provided that this Lease is in full force and effect and no Event of Default, as hereinafter defined, has occurred and is continuing, Tenant is granted the option to extend the term of this Lease for two (2) additional five-year periods (each hereinafter the "Extension Term"), provided that Tenant gives Landlord written notice of the exercise of such option to extend no later than one hundred eighty (180) days prior to the Expiration Date of this Lease or the end of the first Extension Term. Upon Tenant's exercise of such option, as herein provided, this Lease shall be extended upon the same terms and conditions of this Lease, except Minimum Rent during the Extension Term shall be adjusted as provided in Section 2.02.

ARTICLE 2

RENT

2.01. Minimum Rent. Beginning on the Commencement Date, for each and every calendar month during the term of this Lease and any extension thereof, Tenant shall pay to Landlord, on or before the first day of each month at Landlord's office, the following amounts, as monthly rental (the "Minimum Rent"):

September 15, 2006 through September 14, 2007

2.02. Annual Rent Adjustment. The Minimum Rent shall be adjusted annually as of the anniversary date of the Lease as follows:

(a) Minimum Rent shall be increased by 1% at the beginning of each year of the Lease and shall be payable for the next succeeding 12 months until the next adjustment date.

12-6-07
~~_____~~
~~_____~~
Mar/2008
~~_____~~

(b) Notwithstanding the rent adjustment described in subsection (a) above, if Tenant's EBITDA (for the preceding or trailing twelve (12) months prior to the rent adjustment date) is greater than [REDACTED], then Minimum Rent shall be increased by [REDACTED]. If Tenant's EBITDA (for the preceding or trailing twelve (12) months prior to the rent adjustment date) is greater than [REDACTED], then Minimum Rent shall be increased by [REDACTED].

2.03. Late Fee. Tenant shall pay to Landlord a late fee in an amount equal to five percent (5%) of any Minimum Rent in the event that such payment is not received by Landlord on or prior to the tenth (10th) day after such payment becomes due and payable in accordance with the terms of this Lease.

ARTICLE 3

OPERATION OF TENANT'S BUSINESS

3.01. Hazardous Substances.

(a) The term "Hazardous Substances", as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous substances or wastes, oil or petroleum products, flammables or any other substances whose nature and/or quantity of existence, use, release, manufacture or effect renders it subject to federal, state, or local environmental, health, community awareness or safety laws or regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling, or any investigation, remediation or removal (collectively the "Environmental Laws").

(b) Tenant hereby agrees that no activity will be conducted on, under or about the Premises by or through Tenant that will use, generate, release, store, dispose of or produce any Hazardous Substances except only those Hazardous Substances which are used or useful in Tenant's business, in which event such Hazardous Substances shall be used, stored and disposed of in a safe and lawful manner in compliance with all Environmental Laws. Landlord or Landlord's representatives shall have the right, but not the obligation, to enter the Premises to verify or ensure compliance by Tenant with the provisions of this paragraph and all Environmental Laws. Should it be finally determined that Tenant is in breach of the provisions of this paragraph then, in addition to all other rights and remedies of Landlord against Tenant as a result of such default, Tenant, at the sole expense of Tenant, shall immediately institute and complete, on an emergency basis if necessary to proceed on an emergency basis, all proper, requisite and thorough cleanup and corrective procedures of such conditions in accordance with the requirements of the Environmental Laws, including the preparation and submission of all required plans, bonds, and financial assurances, and in the exercise of all available diligence, in continuity (the "Procedures"). Should Tenant fail to commence such Procedures within ten (10) days after Tenant receives notice of such determination and thereafter perform the Procedures as provided herein, Landlord shall have the right, but not the obligation, and in addition to all other rights and remedies of Landlord available at law and in equity, to perform such Procedures, and the reasonable costs and expenses thereof shall be payable by Tenant to Landlord upon demand, as additional rental hereunder.

(c) Tenant agrees to indemnify, defend (through counsel designated by Tenant and reasonably acceptable to Landlord) and hold harmless Landlord, its successors and assigns, from and against any and all claims, losses, liens, damages and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses in connection therewith, arising out of (i) the presence on or under the Premises of any Hazardous Substances, or any releases or discharges of any Hazardous Substances on, under or from the Premises, which presence, release or discharge was caused by or relating to Tenant's use or occupancy of the Premises, or any act or omission of Tenant, or (ii) any activity carried on or undertaken on or off the Premises by or through Tenant in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Substances present in, on or under the Premises.

(d) The provisions of subparagraphs (b) and (c) shall survive the expiration or termination of this Lease.

ARTICLE 4

FIXTURES, SIGNS, ALTERATIONS

4.01. Initial Improvements. The Premises are accepted by Tenant in an "as is - where is" condition, without any further warranty of condition or merchantability, expressed or implied.

4.02. Alterations Belong to Landlord. Except as herein expressly provided, all alterations or improvements to the Premises shall remain the property of and for the benefit of Landlord and shall not be removed unless otherwise expressly agreed in writing and shall become an integral part of the Premises.

4.03. Fixtures. Notwithstanding the provisions of Section 18.01 hereof, Tenant shall have the right, if not in default in the performance of its obligations under this Lease beyond any applicable grace, notice or cure period and prior to or upon the expiration of the term of this Lease, to remove any fixtures, trade fixtures, signs and other personal property installed or placed in the Premises by Tenant, provided Tenant repairs any damage caused by such removal. Any fixtures, signs and other furnishings or equipment left in the Premises by Tenant after the expiration of this Lease shall be conclusively deemed abandoned by Tenant and shall be the property of Landlord.

4.04. Protection Against Liens. Tenant shall promptly pay all bills for labor, materials and services used for improvement of the Premises by or through Tenant. Should any such lien be made or filed, Tenant shall bond against or discharge the same within thirty (30) calendar days after written request by Landlord.

4.05. Signs. All signs shall be subject to Landlord's prior review and approval. All signs must comply with all laws and regulations. Any installation costs or maintenance expense shall be the responsibility of Tenant.

ARTICLE 5

MAINTENANCE OF PREMISES

5.01. Repairs by Tenant. Tenant shall at all times keep the Premises (including exterior entrances, all glass and show window moldings) and all partitions, doors, fixtures, equipment and appurtenances thereof (including electrical, plumbing and air conditioning fixtures and systems, and all structural portions of the Premises) in good order, condition and repair (including periodic painting, if necessary, to the interior of the Premises). Landlord shall have no duty, obligation, or liability whatsoever for maintenance, replacement, or repair of the Premises.

ARTICLE 6

INSURANCE

6.01. Tenant's Liability for Insurance Premiums. Tenant agrees, at its sole expense, to keep and maintain all risks and special perils coverage, excluding flood and earthquake coverage, relating to the Premises and the Improvements located thereon in an amount equal to the full replacement value thereof, from time to time, during the term of this Lease, and any extension or renewal thereof. All such insurance shall be subject to Landlord's prior review and approval, or at Landlord's option, Landlord may obtain such insurance in its name and Tenant shall pay all premiums for such insurance coverage upon request by Landlord.

6.02. Public Liability and Property Damage. Tenant, during the entire term hereof, shall keep in full force and effect a policy of commercial general liability and property damage insurance with respect to the Premises and the business operated by Tenant and/or any subtenants of Tenant in the Premises naming Landlord and any Mortgagee, as hereinafter defined, upon request, as an additional insured, with combined single limits of not less than \$2,000,000 per occurrence for bodily injury, death and property damage.

6.03. Worker's Compensation and Other Insurance. Tenant, during the entire term hereof, shall keep in full force and effect Worker's Compensation and other insurance coverage if required by statute.

6.04. Insurer and Copies of Policies. Tenant shall pay all premiums for the insurance coverage which Tenant is required to procure and maintain under this Lease. Each insurance policy: (i) shall be issued by an insurer authorized to do business in the State of Wisconsin; (ii) shall name Landlord, Tenant and any Mortgagee as insured parties, as their respective interests may appear, in such policy or policies or by endorsement under policies as provided in Sections 6.01 and 6.02; and (iii) shall provide that the policy cannot be canceled or modified in any material respect as to Landlord or any Mortgagee except after the insurer gives Landlord and any Mortgagee thirty (30) days written notice of cancellation; provided that a change that does not reduce insurance coverages below the requirements of this Lease is not a material change. Each party hereby waives any and all rights of recovery against the other to the full extent that indemnification is due under insurance coverage required by this Lease or covered by an

insurance policy maintained by the waiving party. Promptly following the issuance of each policy required under this Lease, Tenant shall deliver a duplicate original policy or certificate of insurance coverage to Landlord and any Mortgagee, together with evidence satisfactory to Landlord and such Mortgagee that the premiums therefore have been paid.

6.05. Waiver of Subrogation. Any policy maintained by Tenant which does not name Landlord as an insured shall contain an express waiver of any right of subrogation against Landlord.

ARTICLE 7

ESTOPPEL CERTIFICATES, ATTORNMENT AND SUBORDINATION

7.01. Execution of Estoppel Certificates. At any time, and from time to time, upon the written request of either Landlord, Tenant or any Mortgagee or any purchaser of the Premises, or any subtenant or assignee of Tenant, within twenty (20) days of the date of such written request, Landlord and Tenant shall execute and deliver to the requesting party, without charge and in a form reasonably satisfactory to Landlord, Tenant, such subtenant or assignee, Mortgagee or purchaser, as the case may be, a written statement: (a) ratifying this Lease; (b) confirming the commencement and expiration dates of the term of this Lease; (c) certifying that Tenant is in occupancy of the Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied or performed have been satisfied and performed except as shall be stated; (e) certifying that Landlord and Tenant are not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord or Tenant or stating the defaults and/or defenses claimed by either such party; (f) reciting the amount of advance rent, if any, paid by Tenant and the date to which such rent has been paid; (g) reciting the amount of security deposited with Landlord, if any; and (h) any other information which the requesting party shall reasonably require.

7.02. Failure to Execute Estoppel Certificate. The failure of Tenant or Landlord to execute, acknowledge and deliver a statement in accordance with the provisions of Section 7.01 above within the period set forth therein shall constitute an acknowledgment by such party which may be relied upon by any person holding or intending to acquire any interest whatsoever in the Premises that this Lease has not been assigned, amended, changed or modified, is in full force and effect and that the rental and additional rent have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statement and shall constitute as to any persons entitled to rely on such statements a waiver of any defaults by Landlord or Tenant, as the case may be, and of defenses or offsets against the enforcement of this Lease by such party which may exist prior to the date of the written request.

7.03. Subordination by Tenant. Tenant, upon the request of Landlord in writing, shall subordinate this Lease and Tenant's interest hereunder from time to time to the lien and interest of any present or future mortgage relating to the Premises (the "Mortgage"), irrespective of the time of execution or time of recording of any such Mortgage, provided the holder or holders of such Mortgage or Mortgages (the "Mortgagee") and Landlord shall enter into a subordination, non-disturbance and attornment agreement with Tenant in a form reasonably satisfactory to

Tenant and in recordable form providing, without limitation, for the agreement of the Mortgagees to the application of insurance proceeds as provided in Article 14. Tenant agrees that Tenant, upon the request of Landlord, shall execute, acknowledge and deliver any and all instruments necessary or desirable to give effect to or notice of such subordination and non-disturbance, provided such instruments are reasonably acceptable to Tenant as contemplated by this Article. No subordination by Tenant of this Lease or Tenant's interest hereunder shall be of any force or effect until the effective date of a subordination, non-disturbance and attornment agreement entered into in accordance with this Section 7.03.

ARTICLE 8

INDEMNITY AGAINST CLAIMS

8.01. Protection of Landlord. Tenant shall indemnify and save Landlord harmless, through counsel designated by Tenant, against and from any and all third-party claims, damages, costs and expenses, including reasonable attorney's fees, arising from the use or occupancy of the Premises by Tenant and/or the operation of the business conducted by Tenant in the Premises or arising from any default by Tenant in the performance of any of the covenants, conditions or provisions of this Lease, or from or relating to any negligence or misconduct of Tenant, its agents, contractors, servants, employees, and permitted sublessees, concessionaires or licensees in the Premises or in connection with this Lease or any permitted sublease of the Premises.

8.02. Protection of Tenant. Landlord shall indemnify and save Tenant harmless, through counsel designated by Landlord, against and from any and all third-party claims, damages, costs and expenses, including reasonable attorney's fees, arising from the negligence or misconduct of Landlord, its agents, contractors, servants or employees or Landlord's breach of any covenants in this Lease to be kept or performed by Landlord.

ARTICLE 9

WASTE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

9.01. Waste. Tenant shall not commit or suffer to be committed any waste upon the Premises.

9.02. Governmental Regulations. Tenant, at Tenant's sole cost and expense, and except as herein specifically provided, shall comply with all of the enforced laws of all county, municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, excluding required structural repairs and additions (which shall remain the obligation of the Landlord), and shall observe in the use of the Premises all municipal ordinances and state and federal laws now in force or which may hereafter be in force.

ARTICLE 10

UTILITIES

10.01. Payment of Charges. Tenant shall pay to the utility companies providing such service, on or before the due date(s) thereof, all fees and charges for water, gas, electricity and all

other utilities and all other charges incurred by Tenant in connection with its use and enjoyment of the Premises.

ARTICLE 11

ENTRY BY LANDLORD

11.01. Access to Premises. Tenant shall permit Landlord and its agents to enter the Premises at all reasonable times and upon reasonable prior notice and with the accompaniment of a representative of Tenant for the purpose of inspecting the same (but Landlord shall have no obligation to make such inspections), without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned, provided such access to the Premises by Landlord does not interfere with the use or occupancy of the Premises by Tenant.

ARTICLE 12

TAXES

12.01. Taxes. Tenant shall be responsible for and shall pay before delinquency all real estate taxes, assessments, personal property taxes, sanitary taxes or charges, sewer or water taxes or charges, and any other governmental or quasi-governmental charges, assessments, or taxes in connection with the Premises. Tenant agrees to furnish Landlord, prior to the date on which such taxes and assessments are due to be paid, adequate proof to Landlord's reasonable satisfaction that such taxes and assessments have been paid timely. Tenant shall pay only those taxes and assessments which are allocable to Tenant's occupancy of the Premises during the term of this Lease or any extension.

12.02. Additional Taxes. If at anytime during the term of this Lease or the Extension Terms, the State of Wisconsin or any political subdivision of the State, including any county or city, levies or assesses against Landlord a tax, fee, or excise on (a) rents, (b) the square footage of the premises, (c) the act of entering into this Lease, or (d) the occupancy of Tenant, Tenant shall pay that tax, fee, or excise.

12.03. Proof of Payment. Tenant agrees to furnish to Landlord prompt and adequate proof to Landlord's reasonable satisfaction that such taxes have been paid timely.

ARTICLE 13

USE

13.01. Use of the Premises. The Premises shall be used specifically for the purpose of conducting a fixed base operator business including fuel sales, plane storage, flight instruction, and charter services, all in accordance with an as may be permitted under existing codes, laws, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Premises. The Premises shall not be used for any illegal purposes, nor in any manner to create

any nuisance or trespass, nor in any manner to vitiate the insurance on and relating to the Premises.

ARTICLE 14

DESTRUCTION OF OR DAMAGE TO THE PREMISES

14.01. Repair and Construction. In the event the Premises shall be damaged or partially destroyed to an extent less than twenty-five percent (25%) of the value of the Premises, the Premises shall be repaired as quickly as practicable by Landlord. In the event the damage or destruction exceeds twenty-five percent (25%), either Landlord or Tenant may, at their option, terminate this Lease by providing written notice to the other party within thirty (30) days after the occurrence of the damage or destruction. During any period of reconstruction or repair, Tenant may operate its business in the Premises to the extent practicable, and rent payable under this Lease shall be subject to a proportional rent abatement during the period of repair and restoration.

14.02. Continuation of Business. Tenant agrees during any period of reconstruction or repair of the Premises to continue the operation of its business in the Premises to the extent reasonably practicable in the good faith exercise of reasonable business judgment.

ARTICLE 15

EMINENT DOMAIN

15.01. Termination of Lease. If the whole of the Premises, or such portion thereof as shall render the remainder of the Premises unsuitable for the use by Tenant for Tenant's business as reasonably determined by Tenant, shall be taken by any public authority under the power of eminent domain (or sale by Landlord in lieu thereof), or any action or proceeding is filed or laws, ordinances or regulations are passed or promulgated under or as a result of which the use of the Premises is restricted or demised to render the Premises unsuitable for the use by Tenant, as reasonably determined by Tenant, then the term of this Lease shall cease as of the day possession is taken by such public authority, and all rentals shall be paid up to that date. Unless this Lease shall be terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of said Premises, and the Minimum Rent shall be equitably adjusted; in the event Landlord and Tenant cannot agree upon such equitable adjustment, the minimum rent shall be determined by the American Arbitration Association ("AAA") upon application by either party, which determination shall be binding upon Landlord and Tenant, and the costs of AAA shall be divided between and paid by Landlord and Tenant. Landlord, at its cost and expense, shall make all necessary repairs and alterations to the Premises as a result of such taking as reasonably determined by Landlord.

15.02. Damages. The termination of this Lease shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damages caused by condemnation from the condemnor. Neither Landlord nor Tenant shall have any rights in any award made to the

other by any condemnation authority notwithstanding the termination of this Lease as herein provided.

ARTICLE 16

ASSIGNMENT AND SUBLETTING

16.01. Assignment and Subletting. If Tenant is not in default in the payment of rents due hereunder, or is not otherwise in default under the terms of this Lease, Tenant may assign this Lease, or sublet all or any part of the Premises and the buildings or other improvements thereon, with the consent of Landlord, which shall not be unreasonably withheld. However, no assignment of this Lease shall be effective as to Landlord until Tenant delivers to Landlord a written instrument, in a form approved by Landlord, under which the assignee of the Lease assumes and agrees to pay all rents hereunder and perform all other terms, covenants, conditions, and obligations imposed upon Tenant and required to be performed by it under this Lease. In the event of such an assignment, Tenant and the Guarantor, if any, nevertheless shall at all times continue and remain fully liable to Landlord for the prompt payment of all rents hereunder and the performance of all the other terms, covenants, conditions, and obligations imposed upon Tenant and required to be performed by it under this Lease.

16.02. Continuing Liability of Tenant. No assignment or subletting of Tenant's interest permitted under this Article shall in any way release Tenant of any liability or responsibility under the terms of this Lease and any assignee of Tenant shall become directly liable to Landlord for all obligations of Tenant hereunder arising subsequent to the assignment; provided nothing contained herein shall affect the liability of Tenant for prior defaults or the exercise by Landlord of any rights or remedies with respect thereto.

16.03. Re-Entry. Tenant reserves to itself the right of re-entry following a permitted assignment or sublease.

ARTICLE 17

DEFAULT

17.01. Right to Re-enter. In the event of (i) any failure of Tenant to pay any rent due hereunder as and when it is due and the further failure of Tenant to cure the same within ten (10) days following Tenant's receipt of written notice of nonpayment and demand for payment, or (ii) any failure to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) calendar days after written notice of such default (except for a default in the payment of rent and other monetary obligations) shall have been received by Tenant (unless curative action cannot reasonably be accomplished within such thirty (30) day period, in which event said period to cure such default shall be automatically extended as long as Tenant promptly commences such cure and diligently prosecutes curative action), or (iii) if Tenant shall become bankrupt or insolvent, or file any debtor proceeding, or take or have taken against Tenant any proceedings of any kind under any provision of the Federal Bankruptcy Act not dismissed within ninety (90) days following the commencement of

such action against Tenant, any such happening shall be a default by Tenant, and Landlord, in addition to any other rights or remedies it may have, shall have the immediate right, with or without termination at Landlord's option and while the default exists, of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without Landlord being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

17.02. Right to Re-let. Should Landlord elect to re-enter under Section 17.01 or should it take possession after and while the default exists pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or Landlord may from time to time, without terminating this Lease, make such reasonable alterations and repairs as may be necessary in order to re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. All rents received by Landlord from such re-letting shall be applied, first, to the payment of any indebtedness (other than rent due hereunder) from Tenant to Landlord, second, to the payment of all reasonable costs and expenses of such re-letting and of such alterations and repairs, third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same shall become due and payable hereunder. If the rent received from such re-letting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency (which shall be calculated and paid monthly) to Landlord. While a default exists, Landlord may terminate this Lease by giving written notice to Tenant of intention to do so, specifying a day not earlier than five days (5) thereafter and, upon such event, the term of this Lease and all right, title and interest of Tenant hereunder shall expire as fully and completely on the day so specified as if that day were the date fixed in this Lease for the expiration of the term. No re-entry or taking possession of the Premises by Landlord shall be deemed its election to terminate this Lease unless a written notice of termination be given to Tenant, or unless the termination is decreed by a court of competent jurisdiction. Landlord, at any time, either before or after reletting the Premises, may elect to terminate this Lease for Tenant's default and, upon such event, Landlord may recover from Tenant all damages it may incur that are recoverable under law by reason of such default, including the acceleration and payment of all rent and charges which may be due under the remainder of this Lease.

17.03. Interest on Past Due Amounts. Any amounts owing by Tenant to Landlord under the terms of this Lease shall bear interest from the date the same become due until paid at 12% per annum. Said interest shall be considered as additional rent payable under this Lease.

ARTICLE 18

SURRENDER OF LEASE AND HOLDING OVER

18.01. Surrender Upon Termination. At the expiration of this Lease, Tenant shall surrender the Premises in reasonable condition and repair, reasonable wear and tear, casualty and condemnation excepted. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord about all combinations on locks,

safes and vaults, if any, in the Premises. On such day, all alterations, additions and improvements by Tenant, and except as provided in Article 4, shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof, without disturbance, molestation or injury, and without credit to Tenant, its sublessees, concessionaires or licensees.

18.02. Holding Over. Any holding over after the expiration of the term of this Lease or any extension thereof, shall be construed to be a tenancy from month to month at twice the monthly rent provided in this Lease and on the terms and conditions specified in this Lease, so far as applicable.

ARTICLE 19

COSTS OF ENFORCEMENT

19.01. Mutual Legal Expense. In the event either party institutes legal action or proceedings arising out of or in any way connected with this Lease, the non-prevailing party shall reimburse the prevailing party for all reasonable attorneys' fees and costs in connection with such action or proceedings.

ARTICLE 20

NOTICES

20.01. Notices to Tenant. All notices to be given to Tenant shall be given or delivered in writing personally or by recognized overnight courier (such as Federal Express), or by depositing the same in the United States mail, registered or certified and postage prepaid, and addressed to Tenant at the Premises, with a copy to Stephen B. King, Jr., 4205 Fox Hills Drive, Janesville, Wisconsin 53546, or such other address as may be designated by Tenant from time to time.

20.02. Notice to Landlord. All notices to be given to Landlord shall be given or delivered in writing personally or by recognized overnight courier (such as Federal Express), or by depositing the same in the United States mail, registered or certified and postage prepaid, and addressed to Landlord at 3508 N. Edgewood Drive, Janesville, WI 53545, with a copy to Tobin M. Ryan, 1000 East Milwaukee Street, Janesville, WI 53545, or such other address as may be designated by Landlord from time to time,

20.03. Time of Service. Any written notice hereunder shall be deemed to have been served as of the date it is received in accordance with the foregoing provisions or the date of refusal of receipt.

ARTICLE 21

RELATIONSHIP OF PARTIES

21.01. No Partnership Intended. It is expressly understood that, under this Lease, Landlord is not and does not become a partner of or joint venturer with Tenant.

ARTICLE 22

FORCE MAJEURE

22.01. Performance Excused. If either party to this Lease shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such act shall be excused for a period equivalent to the period of such delay; provided, however, that the foregoing shall not excuse the non-performance of Tenant's monetary or obligations to pay rent on a timely basis hereunder.

ARTICLE 23

RIGHT OF FIRST REFUSAL/PROPERTY MARKETING

23.01. Right of First Refusal. In the event that during the Lease Term Landlord receives a bona fide offer to purchase ("Offer") the Premises (and possibly including the additional land and buildings contemplated herein) ("Property") from an independent third party, which Offer Landlord is willing to accept, Landlord shall deliver a true copy of such Offer to Tenant who shall have the shorter of (i) the time for acceptance established in the Offer, or (ii) fifteen (15) days, to exercise Tenant's first right to purchase the Premises on the same terms and conditions as are contained in the Offer. Upon Landlord's receipt of written notification of acceptance of such Offer by Tenant, the parties shall close such sale and purchase at the time set forth in the Offer. If Tenant does not timely exercise such right, Landlord may fulfill the Offer with the independent third party.

23.02. Property Marketing. In the event that at any time during the Lease term Landlord desires to actively market the Premises to third parties, then Landlord will in good faith establish a minimum acceptable price which Landlord will seek to obtain for all or any part of the Property. Landlord shall then communicate such price, along with the other usual and customary purchase and sale terms and conditions, to Tenant, who shall have an exclusive thirty (30) day option to purchase the Property offered at such price and on such terms and conditions as have been determined by Landlord. In the event Tenant either waives in writing such option, or fails to submit an offer to purchase to Landlord containing all of the required terms and conditions established by Landlord within such thirty (30) day period, then in that event the right of first refusal set forth in Section 23.01 above will be of no further force or effect, and Landlord shall be free to sell all or any part of the Property to any party at any price, and on any terms and conditions. If Tenant exercises such option and submits a conforming offer to purchase, the parties shall close such sale and purchase at the time determined by Landlord.

ARTICLE 24

OPTION TO PURCHASE BY TENANT

24.01. Grant of Option to Tenant. Landlord grants to Tenant the option to purchase the Premises in accordance with the provisions of this Lease, so long as Tenant is not in default at the time Tenant exercises the option.

24.02. Option Period. Tenant shall have the right to exercise the option to purchase at any time after the initial five (5) years of this Lease.

24.03. Method of Exercising Option. Tenant shall exercise the option by giving written notice to Landlord within the option period as set forth above. The closing shall occur within thirty (30) days following receipt of notice by Landlord.

24.04. Purchase Price. The Purchase Price shall be [REDACTED] plus five percent (5%) per year, on a compounded basis, for each year from the Commencement Date and until the actual date of the closing, with any partial year being prorated. By way of example, the following shows the increase in Purchase Price for the year stated:

DATE	PURCHASE PRICE
September 15, 2006	[REDACTED]
September 15, 2007	[REDACTED]
September 15, 2008	[REDACTED]
September 15, 2009	[REDACTED]
September 15, 2010	[REDACTED]
September 15, 2011	[REDACTED]
September 15, 2012	[REDACTED]
September 15, 2013	[REDACTED]

Pursuant to the other terms of this Article, the first opportunity to exercise the option will be as of September 15, 2011 and the Purchase Price will be [REDACTED]. The increase in the Purchase Price will be prorated for any partial year up to the date of the actual closing.

24.05. Title to the Premises. Landlord shall deliver to Tenant an executed Warranty Deed conveying fee simple interest in the buildings located on the Premises free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing, rights of any tenants legally in possession, and subject to any lease with the County of Rock or its successor.

24.06. Title Insurance. Landlord shall provide to Tenant an owner's policy of title insurance in the amount of the Purchase Price, naming the Tenant as the insured, written by a responsible title insurance company licensed by the State of Wisconsin, which policy shall guaranty Landlord's title to be in the condition called for by this Lease. A commitment by such

title company, agreeing to issue such a title policy upon the recording of the proper documents as agreed herein, shall be deemed sufficient performance.

24.07. Closing Costs and Prorations. General taxes for the year of closing shall be prorated as of the date of closing inclusive of said date on the basis of the general taxes for the preceding year. Special assessments, if any, for work on site actually commenced prior to the date of the exercise of this option, shall be paid by Landlord. Special assessments, if any, for work on site actually commenced after the date of the exercise of this option, shall be paid by Tenant. Rents or other apportionable charges shall be apportioned between the parties as of the date of closing. All other closing costs, transfer taxes, recording fees, and other charges shall be paid in accordance with the custom of the county in which the Premises are located.

ARTICLE 25

PUT OPTION OF LANDLORD

25.01. Grant of Option to Landlord. Notwithstanding any provision contained in this Lease to the contrary, Tenant grants to Landlord the absolute right to sell, and the Tenant shall have the absolute obligation to buy the Premises upon the terms and conditions as described in this article.

25.02. Option Period. Landlord shall have the right to exercise this option at any time after the initial five (5) years of this Lease.

25.03. Manner of Exercising the Option. Landlord shall exercise the option by given written notice to Tenant within the option period as set forth above. The closing shall occur within thirty (30) days following receipt of notice by Tenant.

25.04. Purchase Price. The Purchase Price shall be [REDACTED], on a compounded basis, for each year from the Commencement Date and until the actual date of the closing, with any partial year being prorated. By way of example, the following shows the increase in Purchase Price for the year stated:

DATE	PURCHASE PRICE
September 15, 2006	[REDACTED]
September 15, 2007	[REDACTED]
September 15, 2008	[REDACTED]
September 15, 2009	[REDACTED]
September 15, 2010	[REDACTED]
September 15, 2011	[REDACTED]
September 15, 2012	[REDACTED]
September 15, 2013	[REDACTED]

Pursuant to the other terms of this Article, the first opportunity to exercise the option will be as of September 15, 2011 and the Purchase Price will [REDACTED]. The increase in the Purchase Price will be prorated for any partial year up to the date of the actual closing.

25.05. Title to the Premises. Landlord shall deliver to Tenant an executed Warranty Deed conveying fee simple interest in the buildings located on the Premises free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing, rights of any tenants legally in possession, and subject to any lease with the County of Rock or its successor.

25.06. Title Insurance. Landlord shall provide to Tenant an owner's policy of title insurance in the amount of the Purchase Price, naming the Tenant as the insured, written by a responsible title insurance company licensed by the State of Wisconsin, which policy shall guaranty Landlord's title to be in the condition called for by this Lease. A commitment by such title company, agreeing to issue such a title policy upon the recording of the proper documents as agreed herein, shall be deemed sufficient performance.

25.07. Closing Costs and Prorations. General taxes for the year of closing shall be prorated as of the date of closing inclusive of said date on the basis of the general taxes for the preceding year. Special assessments, if any, for work on site actually commenced prior to the date of the exercise of this option, shall be paid by Landlord. Special assessments, if any, for work on site actually commenced after the date of the exercise of this option, shall be paid by Tenant. Rents or other apportionable charges shall be apportioned between the parties as of the date of closing. All other closing costs, transfer taxes, recording fees, and other charges shall be paid in accordance with the custom of the county in which the Premises are located.

ARTICLE 26

GENERAL

26.01. Miscellaneous Matters.

(a) Separability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remaining terms, covenants and conditions of this Lease shall not be affected thereby and each such term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(b) Integration. This Lease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change this Lease unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. All prior agreements, oral and written, shall be merged into this Lease.

(c) Governing Law. This Lease shall be governed by and construed according to the laws of the State of Wisconsin.

(d) Captions. The captions of the several articles or section titles contained in this Lease are for convenience only and do not define, limit, describe or construe the contents of this Lease.

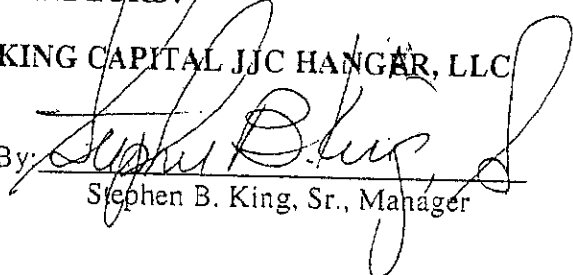
(e) Successors and Assigns. The covenants and conditions herein contained shall bind and inure to the benefit of the respective permitted heirs, successors, executors, administrators and assigns of the parties hereto; and in any case where there shall be more than one Tenant, each Tenant shall be jointly severally liable hereunder.

(f) Time of Essence. Time is of the essence under any and all provisions of this Lease.

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

LANDLORD:

KING CAPITAL JJC HANGER, LLC

By: 
Stephen B. King, Sr., Manager

TENANT:

3 WIRE, LLC

By: 
Stephen B. King, Jr., Manager

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EXHIBIT A

Description of the Premises

PARCEL 1:

Ground lease interest in a parcel of land described as follows:

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, and part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, T.2N., R.12E. of the 4th P.M., Town of Rock, County of Rock and State of Wisconsin, described as follows: Commencing at the South quarter corner of said Section 23; thence S. 89°56'10"E., along the section line, 188.35 feet; thence N.43°32'30" E. 204.02 feet to the point of beginning for the land to be described; thence N. 43°32'30" E. 200.00 feet; thence S. 46°27'30" E. 224.00 feet; thence S. 43°32'30" W. 200.00 feet; thence N.46°27'30" W. 224.00 feet to the place of beginning.

PARCEL 2:

Ground lease interest in a parcel of land described as follows:

Part of the NW $\frac{1}{4}$ of Section 26, T.2N., R.12E. of the 4th P.M., Town of Rock, County of Rock and State of Wisconsin, described as follows: Commencing at the North $\frac{1}{4}$ corner of said Section 26; thence S. 59°39'08" W. 934.24 feet to the point of beginning; thence N. 48°29'29" E. 50.00 feet; thence N. 41°30'31" E. 66.00 feet to the point of beginning.

PARCEL 3:

Fee simple interest in buildings located on a parcel of land described as follows:

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, and part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, T.2N., R.12E. of the 4th P.M., Town of Rock, County of Rock and State of Wisconsin, described as follows: Commencing at the South quarter corner of said Section 23; thence S. 89°56'10" E., along the section line, 188.35 feet; thence N. 43°32'30" E. 204.02 feet to the point of beginning for the land to be described; thence N. 43°32'30" E. 200.00 feet; thence S. 46°27'30" E. 224.00 feet; thence S. 43°32'30" W. 200.00 feet; thence N. 46°27'30" W. 224.00 feet to the place of beginning.

Hangar Lease Agreement

THIS AGREEMENT, is entered into this 22nd day of October, 2007, by and between King Capital JJC Hangar, LLC (the "Lessor"), whose principal office is located at 4606 S. Atlantis Dr., Janesville, WI 53546; and King Capital, LLC (the "Lessee"), a Limited Liability Company whose address is 4606 S. Atlantis Dr., Janesville, WI 53546:

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lease of Office space. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the office space located upstairs at 1710 W. Airport Dr., Janesville WI 53546 (the "Leased Premises"), located at Southern Wisconsin Regional Airport (KJVL) airport, for the purpose of administrative work for King Capital.
2. Use of Leased Premises. The Leased Premises shall only be used principally for administrative work.
3. Term. Subject to earlier termination as provided below in this agreement, this agreement shall begin on 01 Dec 2007 and end on 30 Nov 2012.
4. Early Termination. Either party may terminate this agreement with sixty (60) days prior written notice. In the event of early termination from a long-term lease (defined as a lease agreement greater than two months) lessee agrees to pay lessor the equivalent of one month's fee.
5. Fees. Lessee agrees to pay Lessor [REDACTED] per month payable on or before the first business day of the month.
6. Right of Ingress and Egress. Lessee shall have at all times the right of ingress to and egress from the Leased Premises. To ensure this right, Lessor shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade.
7. Maintenance and Repairs to the Leased Premises. The Lessee shall be responsible for all maintenance/repairs and general tidiness of the Leased Premises (i.e. confined to the office area and common rooms, including bathrooms, except when necessitated by the negligence or willful misconduct of the Lessor, its agents, employees, or guests. The responsible party shall conduct such maintenance/repairs with due diligence at its own cost. If the maintenance/repairs are the responsibility of the Lessee, the rent shall not be abated during the period of maintenance/repairs. If the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises untenable for a period of two days or more, the rent shall be abated during the period of untenability. If the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises untenable for seven days or more, the Lessee shall have the option to terminate this agreement by notifying the Lessor in writing of this election.
7. Communication Expenses. Lessee shall be responsible for all costs associated with communication lines (phone, data, satellite etc).

7. Default. If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within thirty days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor.

If Lessee defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within thirty days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee.

8. County Lease. Lessee will not be responsible for the monthly lease payments to Rock County for the property located at 1710 W. Airport Rd, Janesville WI 53546.

9. Airport Rules and Regulations. Lessee agrees to comply with the Southern Wisconsin Regional Airport Rules and Regulations.

10. Surrender of Possession. On the expiration or other termination of this agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall vacate the Leased Premises without unreasonable delay. Except as otherwise provided in this agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this agreement, however, the Lessee shall be responsible for any damage caused by such removal.

11. Liability of Parties. Lessor and Lessee shall each be responsible for its own negligence or willful misconduct. Lessee shall indemnify and save Lessor harmless through counsel designated by Lessee, against and from any and all third-party claims, damages, costs and expenses, including reasonable attorney's fees, arising from the use or occupancy of the Leased Premises and/or the operation of the business conducted by the Lessee or any permitted sublease of the Leased Premises.

12. Insurance. Lessee shall maintain its own insurances allowing it to maintain its business on the property.

13. Inspection. The Lessor may, at any time, enter and inspect the Leased Premises for the purpose of ensuring Lessee's compliance with its obligations under this agreement. Lessor will be held responsible for any theft or damage to Lessee's property should the Lessor fail to properly secure the Leased Premises upon completion of the inspection. In the event of an emergency, the Lessor may enter the Leased Premises without prior notice to Lessee.

14. Maintenance on Aircraft. Should the Lessee own and store and plane on the premises, pursuant to FAA Order 5190.6A, Airport Compliance Requirements, the Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others. Lessee will dispose of used oil only in

approved receptacles designated by the state of Wisconsin. At no time shall the Lessee's aircraft engine(s) be started within the Leased Premises.

15. Storage of Hazardous Materials. Hazardous materials, as defined by the Wisconsin DNR, shall not be stored in/on the Leased Premises, unless they are stored in accordance with the Wisconsin DNR rules and regulations and local fire codes. The Lessee will cover the cost of cleaning up any hazmat spill on the Leased Premises if the spill was caused by the negligence or willful misconduct of the Lessee, its agents, employees, or guests.

16. Taxes. Lessee shall pay any and all taxes or special assessments that may be levied or assessed against the Leased Premises on a prorated basis.

17. Assignment and Subletting. This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee.

18. Notice. All notices and requests required or authorized under this agreement shall be in writing and sent by mail or email, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within 14 days after the change.

19. Governing Law. This agreement is a contract executed under and to be construed under the laws of the State of Wisconsin.

20. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

21. Waiver. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

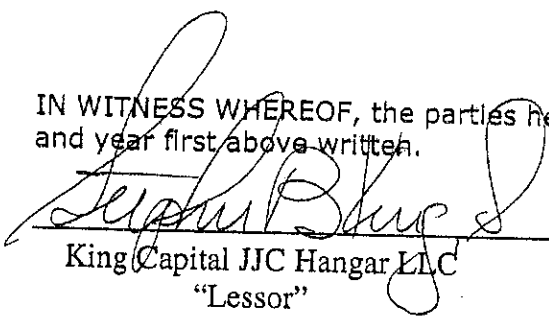
22. Severability. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

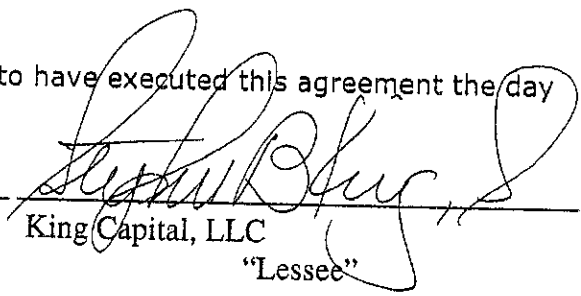
23. Paragraph Headings. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

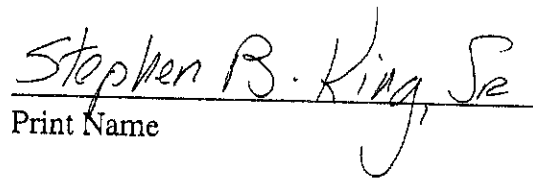
24. Subordination of Agreement. This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

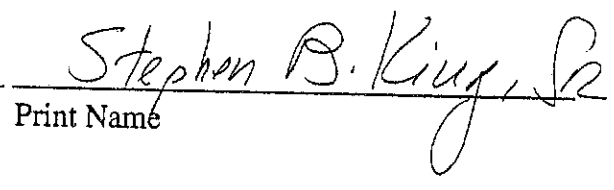
25. Entire Agreement. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.


King Capital JJC Hangar LLC
"Lessor"


King Capital, LLC
"Lessee"


Print Name


Print Name

Lease Agreement

THIS AGREEMENT, is entered into this 1st day of December, 2008, by and between King Capital JJC Hangar, LLC (the "Lessor"), whose principal office is located at 4606 S. Atlantis Dr., Janesville, WI 53546; and Terry's Aero Inc.; a corporation whose address is 1703 W. Airport Rd., Janesville, WI 53546:

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lease of Hangar. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor hangar space located at 1703 W. Airport Dr., Janesville WI 53546 (the "Leased Premises"), located at Southern Wisconsin Regional Airport (KJVL) airport, for the purpose of conducting aircraft maintenance.
2. Use of Leased Premises. The Leased Premises shall only be used for the maintenance and storage of various Aircraft. Lessee will be allowed to utilize the outdoor "tarmac" of the Leased for activities related to the use of the hangar.
3. Term. Subject to earlier termination as provided below in this agreement, this agreement shall begin on 01 Dec 2008 and end on 30 Nov 2013.
4. Early Termination. Either party may terminate this agreement with thirty (30) days prior written notice.
5. Fees. Lessee agrees to pay Lessor [REDACTED] per month payable on or before the first business day of the month. Fees are subject to potential increases annually, not to exceed the rate of increase set by the County annually in their lease rates.
6. Right of Ingress and Egress. Lessee shall have at all times the right of ingress to and egress from the Leased Premises. To ensure this right, Lessor shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade.

Lessor may at any time enter the Leased Premises.

7. Maintenance and Repairs to the Leased Premises (Hangar).

Lessee accepts the premises in their present condition and acknowledges that they are suitable for the uses intended by Lessee. Lessee shall maintain the premises in good order and repair through the term of the lease, including, but not limited to, electrical fixtures and service, replacement of all glass which may be broken or cracked, all doors and interior painting. Lessee shall keep the premises in a clean and orderly condition, free of dirt, rubbish and unlawful obstructions. If Lessee defaults in maintaining the property, Lessor may take all necessary action on Lessee's account, and such expenses shall be considered additional rent.

Notwithstanding the above, Lessor shall keep the foundations, exterior walls, roof, and other structural members of the premises and all heating, ventilating, air conditioning and plumbing equipment originally provided by Lessor, in good order, condition, and repair, but Lessor shall not be required to make any such repairs

which may become necessary or desirable by reason of the negligence or omission of Lessee, its agents, invitees, servants, employees, or customers, in which event Lessee shall be responsible for the cost of any such repair.

7. Default. If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within thirty days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor.

If Lessee defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within thirty days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee.

8. Airport Rules and Regulations. Lessee agrees to comply with the Southern Wisconsin Regional Airport Rules and Regulations.

9. Surrender of Possession. On the expiration or other termination of this agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall vacate the Leased Premises without unreasonable delay. Except as otherwise provided in this agreement, all equipment bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee. Lessee shall have the right to remove these items prior to the expiration or termination of this agreement, however, the Lessee shall be responsible for any damage caused by such removal.

10. Liability of Parties. Lessor and Lessee shall each be responsible for its own negligence or willful misconduct. Lessee shall indemnify and save Lessor harmless through counsel designated by Lessee, against and from any and all third-party claims, damages, costs and expenses, including reasonable attorney's fees, arising from the use or occupancy of the Leased Premises and/or the operation of the business conducted by the Lessee or any permitted sublease of the Leased Premises.

11. Insurance. Lessee shall, at its expense, maintain in full force and effect a policy of commercial general liability and property damage with respect to the premises and the business operated by Lessee with combined single limits of not less than \$1,000,000 per occurrence for bodily injury, death, and property damage. Such policy shall be in a form and with such insurance companies as are reasonably satisfactory to Lessor, naming Lessor and its assigns as additional insured, and providing at least thirty (30) days prior written notice to Lessor of cancellation. Promptly following the issuance of such policy required under this lease, Lessee shall deliver a duplicate original policy or certificate of insurance coverage to Landlord. Lessee shall be responsible for providing its own insurance for the property of Lessee located on the premises.

Lessor shall maintain appropriate levels of property insurance and "Hangar Keeper's" insurance, proof of which is available upon request.

12. Maintenance on Aircraft. Pursuant to FAA Order 5190.6A, Airport Compliance Requirements, the Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others. Lessee will dispose of used oil only in approved receptacles designated by the state of Wisconsin. At no time shall the Lessee's aircraft engine(s) be started within the Leased Premises.

13. Storage of Hazardous Materials. The term "Hazardous Substances", as used in this lease, shall mean pollutants, contaminants, toxic or hazardous substances or wastes, oil or petroleum products, flammables or any other substances whose nature and/or quantity of existence, use, release, manufacture or effect renders it subject to federal, state, or local environmental, health, community awareness or safety laws or regulations, now or any investigation, remediation or removal (collectively the Environmental Laws").

Hazardous Substances, shall not be stored in/on the Leased Premises, unless they are stored in accordance with the Environment Laws and local fire codes and are used or useful in the Lessee's business, in which case such Hazardous Substances will be used, stored and disposed in a safe a lawful manner in compliance with all Environmental Laws. Should it be determined that Lessor is in breach of these provisions, in addition to all other rights and remedies of Lessor against Lessee as a results of such default, Lessor, at the sole expense of Lessor, shall immediately institute and complete, all proper, requisite and thorough cleanup and corrective procedures of such conditions in accordance of the Environmental Laws. The Lessee will cover the cost of cleaning up any hazmat spill on the Leased Premises if the spill was caused in any way by the conduct of the Lessee, its agents, employees, or guests.

Lessee agrees to indemnify, defend (through counsel designated by Lessee and reasonable acceptable to Lessor) and hold harmless Lessor, its successors and assigns from any and all claims, losses, liens, damages and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses in connection therewith, arising out of i)the presence on or under the Premises of any Hazardous Substances, which presence, release or discharge was caused by or relating to Lessee's use or occupancy of the Leased Premises, or any act or omission of Lessee, or ii) any activity carried on or undertaken on or off the premises by or through Lessee in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Substances present in, on or under the Leased Premises.

The provisions of this section shall survive the expiration of this lease.

14. Indemnification. Lessee shall defend, indemnify, and hold Lessor harmless from and against any claim, loss, expense or damage to any person or property arising out of Lessee's use or occupancy of the premises or arising out of any act or neglect of Lessee, its servants, employees, agents or invitees, or any breach of Lessee's obligations under this lease. This indemnification shall survive the termination or expiration of this lease.

16. Taxes. Lessee shall pay any and all taxes, property taxes, license, permit and inspection fees or special assessments that may be levied or assessed against the premises by reason of Lessee's use or occupancy.

17. Assignment and Subletting. This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee.

18. Notice. All notices and requests required or authorized under this agreement shall be in writing and sent by mail or email, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within 14 days after the change.

19. Governing Law. This agreement is a contract executed under and to be construed under the laws of the State of Wisconsin.

20. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

21. Waiver. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

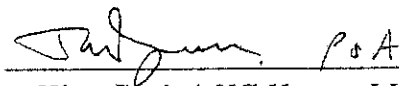
22. Severability. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

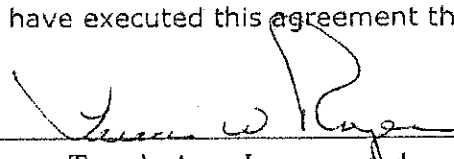
23. Paragraph Headings. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

24. Subordination of Agreement. This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

25. Entire Agreement. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.


King Capital JJC Hangar LLC
"Lessor"


Terry's Aero Incorporated
"Lessee"

Lease Agreement

THIS AGREEMENT, is entered into this 11 day of January, 2011, by and between King Capital JJC Hangar, LLC (the "Lessor"), whose principal office is located at 4606 S. Atlantis Dr., Janesville, WI 53546; and Luther Aircraft, LLC; whose address is 1703 W. Airport Rd., Janesville, WI 53546:

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lease of Hangar. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor hangar and office space located at 1703 W. Airport Dr., Janesville WI 53546 (the "Leased Premises"), located at Southern Wisconsin Regional Airport (KJVL) airport, for the purpose of conducting charter flight operations.

2. Use of Leased Premises. The Leased Premises shall only be used for the storage of the King Air 350, tail number N350TT or similar sized aircraft. Lessee will be allowed to utilize a single office as well as the common office area of the Leased Premises for activities related to the charter flight operations. As part of this lease, ~~_____~~
~~_____~~
~~_____~~

3. Term. Subject to earlier termination as provided below in this agreement, this agreement shall begin on 01 February 2011 and end on 30 November 2015. There will be two (2), Two-year extensions available by mutual agreement at terms consistent with those prevailing at the time.

4. Early Termination. Lessee may terminate this agreement with ninety (90) days prior written notice should the employment between Robert Roessel and Luther Aircraft, LLC cease. Notwithstanding the above; in the event Luther Aircraft, LLC desires to move the aircraft (Tail number ~~N27443~~ or similar size aircraft) to a location outside Rock County, Luther Aircraft, LLC may terminate this agreement upon 180 prior written notice to Lessor.

350TT

DSC
2-4-11
RAA
SBC

5. Fees. Lessee agrees to pay Lessor ~~_____~~ per month payable on or before the first business day of the month. Fees are subject to potential increases annually, not to exceed the rate of increase set by the County annually in their lease rates.

6. Right of Ingress and Egress. Lessee shall have at all times the right of ingress to and egress from the Leased Premises. To ensure this right, Lessor shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade.

Lessor may at any time enter the Leased Premises.

7. Maintenance and Repairs to the Leased Premises (Hangar).

Lessee accepts the Leased Premises (as defined above) in their present condition and acknowledges that they are suitable for the uses intended by Lessee. Lessee shall maintain the premises in good order and repair through the term of the lease. Lessee

shall keep the premises in a clean and orderly condition, free of dirt, rubbish and unlawful obstructions. If Lessee defaults in maintaining the property, Lessor may take all necessary action on Lessee's account, and such expenses shall be considered additional rent. Notwithstanding the above, Lessor shall keep the foundations, exterior walls, roof, and other structural members of the premises and all heating, ventilating, air conditioning and plumbing equipment originally provided by Lessor, in good order, condition, and repair, but Lessor shall not be required to make any such repairs which may become necessary or desirable by reason of the negligence or omission of Lessee, its agents, invitees, servants, employees, or customers, in which event Lessee shall be responsible for the cost of any such repair.

8. Default. If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within thirty days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor.

If Lessee defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within thirty days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee.

9. Airport Rules and Regulations. Lessee agrees to comply with the Southern Wisconsin Regional Airport Rules and Regulations.

10. Surrender of Possession. Upon the termination or expiration of this lease, Lessee will deliver the premises in good repair and condition.

11. Liability of Parties. Lessor and Lessee shall each be responsible for its own negligence or willful misconduct. Lessee shall indemnify and save Lessor harmless through counsel designated by Lessee, against and from any and all third-party claims, damages, costs and expenses, including reasonable attorney's fees, arising from the use or occupancy of the Leased Premises and/or the operation of the business conducted by the Lessee or any permitted sublease of the Leased Premises.

12. Insurance. Lessee shall, at its expense, maintain in full force and effect a policy of commercial general liability and property damage with respect to the premises and the business operated by Lessee with combined single limits of not less than \$1,000,000 per occurrence for bodily injury, death, and property damage. Such policy shall be in a form and with such insurance companies as are reasonably satisfactory to Lessor, naming Lessor and its assigns as additional insured, and providing at least thirty (30) days prior written notice to Lessor of cancellation. Promptly following the issuance of such policy required under this lease, Lessee shall deliver a duplicate original policy or certificate of insurance coverage to Landlord. Lessee shall be responsible for providing its own insurance for the property of Lessor located on the premises.

13. Compliance with Laws. Lessee, at its expense, shall comply with all federal, state and municipal laws, orders, and regulations, including FAA orders and regulations, and with all directives of public officers which impose any duty upon Lessee or Lessor with respect to the Leased Premises.

14. Environmental Compliance. Tenant represents, warrants and covenants to Landlord that during the term of this lease, Tenant will not use, store, deposit, or dispose of any hazardous substance, in any form, quantity or manner which would require clean up, removal, notification of governmental authorities, or any other remedial action under any federal, state or local laws, regulations, or ordinances. Tenant shall remain in compliance with all environmental laws and shall not use, store or deposit any hazardous substance or material on the premises without Landlord's prior written consent. Tenant shall immediately notify Landlord in writing of any governmental regulatory action or third party claim instituted or threatened in connection with any hazardous substance or any environmental law violation in connection with the premises.

15. Indemnification. Lessee shall defend, indemnify, and hold Lessor harmless from and against any claim, loss, expense or damage to any person or property arising out of Lessee's use or occupancy of the premises or arising out of any act or neglect of Lessee, its servants, employees, agents or invitees, or any breach of Lessee's obligations under this lease. This indemnification shall survive the termination or expiration of this lease.

16. Taxes. Lessee shall pay any and all taxes, property taxes or special assessments that may be levied or assessed against the Lessee.

17. Assignment and Subletting. This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee.

18. Notice. All notices and requests required or authorized under this agreement shall be in writing and sent by mail or email, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within 14 days after the change.

19. Governing Law. This agreement is a contract executed under and to be construed under the laws of the State of Wisconsin.

20. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

21. Waiver. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

22. Severability. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

23. Paragraph Headings. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

24. Subordination of Agreement. This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

25. Entire Agreement. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

King Capital JJC Hangar LLC
"Lessor"

Luther Aircraft, LLC
"Lessee"

Stephen B. King Sr.
Member

Lease Agreement

THIS AGREEMENT, is entered into this 1st day of January, 2011, by and between King Capital JJC Hangar, LLC (the "Lessor"), whose principal office is located at 4606 S. Atlantis Dr., Janesville, WI 53546; and R/T Aviation, LLC; whose address is 1703 W. Airport Rd., Janesville, WI 53546:

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lease of Hangar. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor hangar and office space located at 1703 W. Airport Dr., Janesville WI 53546 (the "Leased Premises"), located at Southern Wisconsin Regional Airport (KJVL) airport, for the purpose of conducting flight instruction operations.
2. Use of Leased Premises. The Leased Premises shall only be used for the storage of a Cessna 172, tail number N2744J or similar sized aircraft. Lessee will be allowed to utilize a single office as well as the common office area of the Leased Premises for activities related to the flight instruction business.
3. Term. Subject to earlier termination as provided below in this agreement, this agreement shall begin on 01 February 2011 and end on 30 Oct 2013. There will be two (2), Two-year extensions available by mutual agreement at terms consistent with those prevailing at the time.
4. Early Termination. Either party may terminate this agreement with ninety (90) days prior written notice.
5. Fees. Lessee agrees to pay Lessor [REDACTED] per month payable on or before the first business day of the month. Fees are subject to potential increases annually, not to exceed the rate of increase set by the County annually in their lease rates.
6. Right of Ingress and Egress. Lessee shall have at all times the right of ingress to and egress from the Leased Premises. To ensure this right, Lessor shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade.

Lessor may at any time enter the Leased Premises.

7. Maintenance and Repairs to the Leased Premises (Hangar).

Lessee accepts the Leased Premises (as defined above) in their present condition and acknowledges that they are suitable for the uses intended by Lessee. Lessee shall maintain the premises in good order and repair through the term of the lease. Lessee shall keep the premises in a clean and orderly condition, free of dirt, rubbish and unlawful obstructions. If Lessee defaults in maintaining the property, Lessor may take all necessary action on Lessee's account, and such expenses shall be considered additional rent. Notwithstanding the above, Lessor shall keep the foundations, exterior walls, roof, and other structural members of the premises and all heating, ventilating, air conditioning and plumbing equipment originally provided by Lessor, in

good order, condition, and repair, but Lessor shall not be required to make any such repairs which may become necessary or desirable by reason of the negligence or omission of Lessee, its agents, invitees, servants, employees, or customers, in which event Lessee shall be responsible for the cost of any such repair.

8. Default. If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within thirty days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor.

If Lessee defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within thirty days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee.

9. Airport Rules and Regulations. Lessee agrees to comply with the Southern Wisconsin Regional Airport Rules and Regulations.

10. Surrender of Possession. Upon the termination or expiration of this lease, Lessee will deliver the premises in good repair and condition.

11. Liability of Parties. Lessor and Lessee shall each be responsible for its own negligence or willful misconduct. Lessee shall indemnify and save Lessor harmless through counsel designated by Lessee, against and from any and all third-party claims, damages, costs and expenses, including reasonable attorney's fees, arising from the use or occupancy of the Leased Premises and/or the operation of the business conducted by the Lessee or any permitted sublease of the Leased Premises.

12. Insurance. Lessee shall, at its expense, maintain in full force and effect a policy of commercial general liability and property damage with respect to the premises and the business operated by Lessee with combined single limits of not less than \$1,000,000 per occurrence for bodily injury, death, and property damage. Such policy shall be in a form and with such insurance companies as are reasonably satisfactory to Lessor, naming Lessor and its assigns as additional insured, and providing at least thirty (30) days prior written notice to Lessor of cancellation. Promptly following the issuance of such policy required under this lease, Lessee shall deliver a duplicate original policy or certificate of insurance coverage to Landlord. Lessee shall be responsible for providing its own insurance for the property of Lessor located on the premises.

13. Compliance with Laws. Lessee, at its expense, shall comply with all federal, state and municipal laws, orders, and regulations, including FAA orders and regulations, and with all directives of public officers which impose any duty upon Lessee or Lessor with respect to the Leased Premises.

14. Environmental Compliance. Tenant represents, warrants and covenants to Landlord that during the term of this lease, Tenant will not use, store, deposit, or dispose of any hazardous substance, in any form, quantity or manner which would require clean up, removal, notification of governmental authorities, or any other remedial action under any federal, state or local laws, regulations, or ordinances.

Tenant shall remain in compliance with all environmental laws and shall not use, store or deposit any hazardous substance or material on the premises without Landlord's prior written consent. Tenant shall immediately notify Landlord in writing of any governmental regulatory action or third party claim instituted or threatened in connection with any hazardous substance or any environmental law violation in connection with the premises.

15. Indemnification. Lessee shall defend, indemnify, and hold Lessor harmless from and against any claim, loss, expense or damage to any person or property arising out of Lessee's use or occupancy of the premises or arising out of any act or neglect of Lessee, its servants, employees, agents or invitees, or any breach of Lessee's obligations under this lease. This indemnification shall survive the termination or expiration of this lease.

16. Taxes. Lessee shall pay any and all taxes, property taxes or special assessments that may be levied or assessed against the Lessee.

17. Assignment and Subletting. This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee.

18. Notice. All notices and requests required or authorized under this agreement shall be in writing and sent by mail or email, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within 14 days after the change.

19. Governing Law. This agreement is a contract executed under and to be construed under the laws of the State of Wisconsin.

20. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

21. Waiver. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

22. Severability. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

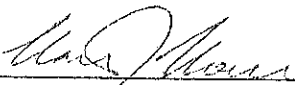
23. Paragraph Headings. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

24. Subordination of Agreement. This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

25. Entire Agreement. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

King Capital JJC Hangar LLC
"Lessor"



R/T Aviation, LLC
"Lessee"

Tobin Ryan

Robert Roessel

check to
Re JJC Hansen

Lease Agreement

THIS AGREEMENT, is entered into this 1st day of March, 2009, by and between Janesville Jet Center (the "Lessor"), whose principal office is located at 4606 S. Atlantis Dr., Janesville, WI 53546; and Jeffrey Metcalf, the "Lessee"); an individual whose address is 3902 Briar Crest, Janesville, WI 53546.

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lease of Office. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor office space located at 1710 W. Airport Dr., Janesville WI 53546, specifically the back office on the ground floor comprising approximately 100-150 square feet (the "Leased Premises"), located at Southern Wisconsin Regional Airport (KJVL) airport, for the purpose of conducting instruction administration. Lessee shall also have the right to use common areas such as bathrooms and entrance areas.
2. Use of Leased Premises. The Leased Premises shall only be used for the administration of aviation instruction.
3. Term. Subject to earlier termination as provided below in this agreement, this agreement shall be an annual lease commencing March 1, 2009. The lease shall be automatically renewed each year unless terminated as provided in the next section.
4. Early Termination. Either party may terminate this agreement and the automatic renewal thereof with sixty (60) days prior written notice delivered to the other party.
5. Fees/Rent. Lessee agrees to pay Lessor \$ [REDACTED] monthly as rent, payable on or before the first business day of the calendar month. This rate is subject to changes annually with 30 day advanced written notice to Lessee.
6. Right of Ingress and Egress. Lessee shall have at all times the right of ingress to and egress from the Leased Premises. To ensure this right, Lessor shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade.

Lessor may enter the Leased Premises for any reason necessary.

7. Condition of Leased Premises.

Lessee accepts the Leased Premises in their present condition and acknowledges that they are suitable for the uses intended by Lessee. Lessee shall maintain the premises in good order and repair through the term of the lease. Lessee shall keep the premises in a clean and orderly condition, free of dirt, rubbish and unlawful obstructions. If Lessee defaults in maintaining the property, Lessor may take all necessary action on Lessee's account, and such expenses shall be considered additional rent. Notwithstanding the above, Lessor shall keep the foundations, exterior walls, roof, and other structural members of the premises and all heating, ventilating, air conditioning and plumbing equipment originally provided by Lessor, in good order, condition, and repair, but Lessor shall not be required to make any such

repairs which may become necessary or desirable by reason of the negligence or omission of Lessee, its agents, invitees, servants, employees, or customers, in which event Lessee shall be responsible for the cost of any such repair.

8. Airport Rules and Regulations. Lessee agrees to comply with the Southern Wisconsin Regional Airport Rules and Regulations.

9. Surrender of Possession. On the expiration or other termination of this agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall vacate the Leased Premises without unreasonable delay. Except as otherwise provided in this agreement, all equipment bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee. Lessee shall have the right to remove these items prior to the expiration or termination of this agreement, however, the Lessee shall be responsible for any damage caused by such removal.

10. Insurance. Lessee shall, at its expense, maintain in full force and effect a policy ~~of commercial general liability~~ *for certificated flight instructor insurance.*

Lessee shall be responsible for providing its own insurance for the property of Lessee located on the premises.

11. Compliance with Laws and Regulations. Lessee, at its expense, shall comply with all federal, state and municipal laws, orders, and regulations, and with all directives of public officers which impose any duty upon Lessee or Lessor with respect to the premises.

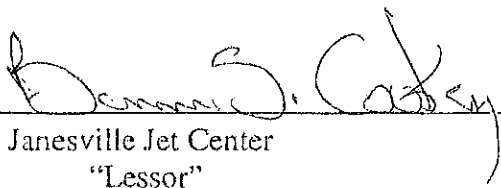
12. Environmental Compliance. Lessee represents, warrants and covenants to Lessor that during the term of this lease, Lessee will not use, store, deposit, or dispose of any hazardous substance, in any form, quantity or manner which would require clean up, removal, notification of governmental authorities, or any other remedial action under any federal, state or local laws, regulations, or ordinances. Lessee shall remain in compliance with all environmental laws and shall not use, store or deposit any hazardous substance or material on the premises without Landlord's prior written consent. Lessee shall immediately notify Lessor in writing of any governmental regulatory action or third party claim instituted or threatened in connection with any hazardous substance or any environmental law violation in connection with the premises.

13. Indemnification. Lessee shall defend, indemnify, and hold Lessor and its officers, directors, employees and agents harmless from and against any third party claim, loss, expense or damage to any person or property arising out of any willful misconduct of Lessee, its servants, employees, agents or invitees. This indemnification shall survive the termination or expiration of this lease.

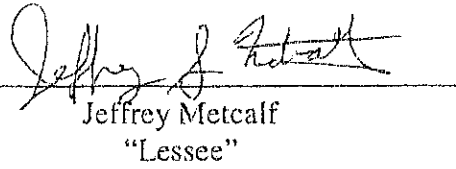
Lessor shall defend, indemnify, and hold Lessee and its parent corporation and their respective officers, directors, employees and agents harmless from and against any third party claim, loss, expense or damage to any person or property arising from any willful misconduct of Lessor or its predecessors, their servants, employees, agents or invitees. This indemnification shall survive the termination or expiration of this lease.

14. Taxes. The Lessee shall promptly pay all taxes and assessment levied on or against Lessee's personal property on the premises, and all license, permit, occupational, and inspection fees or other taxes assessed or charged against the premises by reason of Lessee's use or occupancy.
15. Assignment and Subletting. This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee.
16. Notice. All notices and requests required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered to the address for that party as stated in the beginning of this agreement. The date on which any such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within 14 days after the change.
17. Governing Law. This agreement is a contract executed under and to be construed under the laws of the State of Wisconsin.
18. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.
19. Waiver. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.
20. Severability. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.
21. Paragraph Headings. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.
22. Subordination of Agreement. This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
23. Entire Agreement. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

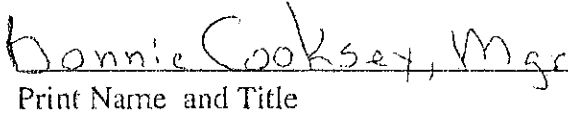
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.



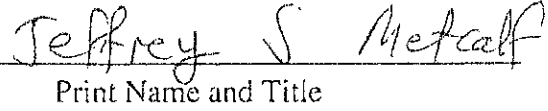
Janesville Jet Center
"Lessor"



Jeffrey Metcalf
"Lessee"



Print Name and Title



Print Name and Title

Certified Flight Instructor

**Rock County Department of Public Works
Airport Division – Issue Paper**

Issue – Termination of Aircraft Storage Agreement Due to Non-Compliance of Terms

Discussion –

The Southern Wisconsin Regional Airport Aircraft Storage Agreement states:

“**LESSEE** shall, at its expense, maintain General Liability Insurance in full force and effect during the term of this Agreement with a per occurrence limit of not less than \$1,000,000. Insurance shall be placed with companies or underwriters authorized to do business in the State of Wisconsin. The County of Rock, Southern Wisconsin Regional Airport, its boards, agencies, employees, and representatives shall be named as additional insured. Certificates of Insurance evidencing the required insurance shall be filed with the Airport Director and upon request certified copies of the required insurance policies. The Certificates of Insurance and all such policies shall contain a provision that coverage will not be canceled or non-renewed during the term of this agreement unless thirty (30) days advance notice in writing has been given to the Airport Director in the manner specified in the agreement.”

Furthermore, Paragraph 13 states:

“This Agreement may be terminated forthwith by the Public Works Committee for violation of the terms thereof and possession may be immediately taken of the space assigned and contents thereof removed and stored at the expense of the undersigned.”

Blackhawk Aircraft Maintenance rents hangars 38 and 47. Our records indicate that the insurance for these hangars expired in February 2011. Blackhawk was sent three reminders to provide the airport administration office with copies of the certificate of insurance after the policy was renewed. As of today, no certificate of insurance has been received as required.

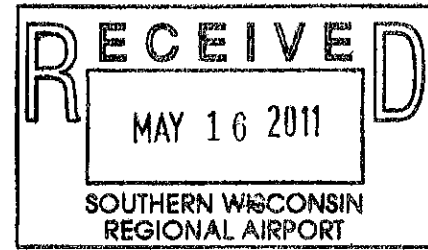
Recommendation – That the Committee terminate the Aircraft Storage Agreement and require the tenant to vacate the premises.

To: Kurt Yankee
SWRA Operations
4004 S. Oakhill
Janesville, WI 53546

From: Marlene Campbell *MC*
468 N. Grant Ave.
Janesville, WI 53548

Re: Agenda Request/Unit #35

Date: May 16, 2011



Since the sudden death of my husband, Gerald E. Campbell, the original tenant at SWRA, I have been under extreme financial duress. Left with little income and debt, the circumstances surrounding the maintenance and storage of Gerald's airplane has been the most cumbersome of situations. I am not mechanically inclined, nor a pilot which also adds to ongoing expenses and added stress as time passes.

The airplane has been for sale and only recently has there been an interest in a prospective buyer. As you can imagine, I have had to settle for a very low offer just to get out from under the financial drain the situation causes.

Please put my request to vacate the #35 unit on the agenda. Please give consideration to my request herein by this memo, to end my obligation to SWRA, Unit #35 as soon as possible. I understand you are motivated to service long term tenants and to avoid abuse of the storages you so generously provide. However, I also know that there is a human factor that I implore you to consider as the circumstances regarding my rental have been beyond anyone's control.

At this time I thank you not only for considerations regarding my personal situations, but to also extend my appreciation to Cindy for her guidance and support during the trying times I have encountered; It has certainly put kindness and caring into SWRA as a business.

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Lori Williams, Parks Director
INITIATED BY

Public Works Committee
SUBMITTED BY



Lori Williams, Parks Director
DRAFTED BY

May 16, 2011
DATE DRAFTED

AUTHORIZING AWARD OF CONTRACT FOR CARVER-ROEHL PARK PLAYGROUND EQUIPMENT

- 1 **WHEREAS**, the Rock County Board of Supervisors approved the purchase of playground
- 2 equipment to be installed at Carver-Roehl Park, with 50% matching funds from the Friends of
- 3 Carver-Roehl Park, in the 2011 County Budget; and,
- 4
- 5 **WHEREAS**, Rock County Purchasing requested proposals for the playground equipment
- 6 purchase and installation; and,
- 7
- 8 **WHEREAS**, Purchasing and Parks staff reviewed all proposals received and are
- 9 recommending that the contract be awarded to the low bidder, Lee Recreation.
- 10
- 11 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors
- 12 duly assembled on this _____ day of _____, 2011, does hereby authorize that
- 13 a contract be awarded to Lee Recreation of Cambridge, WI in the amount of \$16,779 for the
- 14 purchase and installation of playground equipment at Carver-Roehl County Park.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Purchasing Procedural Endorsement

Kurtis L. Yankee, Chair

Mary Mawhinney, Chair (Vote) (Date)

Betty Jo Bussie, Vice Chair

FISCAL NOTE:

Dave Diestler

Sufficient funds are available in the Parks Capital Improvement budget, A/C 41-4592-4800-67200, for this contract.

Brent Fox

Sherry Oja
Senior Accountant / Assistant to the Finance Director

Eva M. Arnold

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats.

Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Craig Knutson
County Administrator

EXECUTIVE SUMMARY
AUTHORIZING AWARD OF CONTRACT FOR
CARVER-ROEHL PARK PLAYGROUND EQUIPMENT

This resolution provides final authorization to award the contract for installation of playground equipment at Carver-Roehl County Park in the amount of \$16,779. This resolution awards the contract to Lee Recreation, who was selected because they had the best equipment and design based on proposals received. The proposal from Lee Recreation, which we are recommending, was the lowest bidder. The decision was based not only on cost, but also on the overall natural look of the equipment and how it will fit within the park's landscape. Each proposal was ranked using score sheets that looked at the design and fit within the park, equipment colors, number and variety of play components, recycled material content, safety and ADA accessibility, budget, and insurance requirement.

Rock County Parks Division and the Friends of Carver-Roehl Park will be purchasing playground equipment with 50/50 matching funds. The site preparation groundwork will be completed by the Rock County Department of Public Works to the bidder's requirements. Once the work is complete, Rock County Parks will invoice the Friends of Carver-Roehl Park for their half of the total cost.

Project will be funded through the Parks Capital Improvement Account (Account 41-4592-4800-67200). This project was budgeted at \$30,000 thus resulting in a \$13,221 balance to cover any site preparation and finish costs furnished by Public Works staff.

Respectfully submitted,



Lori Williams
Parks Director

**COUNTY OF ROCK
FINANCE DIRECTOR**

PROJECT: CARVER ROEHL - PLAYGROUND EQUIPMENT
 PROJECT #: RFP #2011-58
 PROPOSAL DUE DATE: MAY 10, 2011 - 12:00 NOON (CDT)
 DEPARTMENT: PUBLIC WORKS - PARKS DEPARTMENT

ADDENDA RECEIVED	LEE RECREATION CAMBRIDGE, WI	TEAM RIEL UNION, IL	BYO PLAYGROUND ST AUGUSTINE, FL	KINETIC RECREATION INDIANAPOLIS, IN	PLAY FOCUSED DELAVAN, WI
INSURANCE CERTIFICATE	YES	NO	NO	NO	NO
WI BLDG CONTRACTOR #	#116826	#1168010	NPC CONSTRUCT	# WISCOM004924648	NOTHING INDICATED
PROPOSAL COST	\$ 16,779.00	\$ 19,233.00	\$ 20,676.69	\$ 21,520.00	\$ 21,907.00

ADDENDA RECEIVED	EFA PARK & RECREATION DELAVAN, WI	REESE RECREATION SPRING GREEN, WI	MILLER & ASSOC SAUK PRAIRIE, WI	MINN/WIS PLAY GOLDEN VALLEY MN	PLAY & PARK STRUC RACINE, WI
INSURANCE CERTIFICATE	YES	NO	NO	NO	NO
WI BLDG CONTRACTOR #	NOTHING INDICATED	NOTHING INDICATED	1107073	NOTHING INDICATED	1148946
PROJECT COST	\$ 22,500.00	\$ 24,187.50	\$ 24,500.00	#4340 \$ 24,500.00	#701-57272B \$24,938.00
OPTIONAL PLAN			#4377 \$ 24,500.00	#701-58627A \$ 24,949.50	

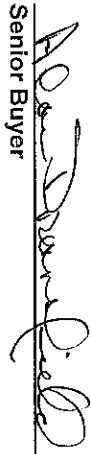
This project was advertised in the Beloit Daily News and on the Internet at www.co.rock.wi.us. Four additional vendors were solicited that did not respond. Addendum #1 consisted of estimated budget information, bonding question and map of Carver Roehl Park.

- Ranking of Proposals consists of:
1. General quality and adequacy of response..... Maximum 20 points
 2. Technical approach - quality of response provided..... Maximum 50 points
 3. Organization, Personnel and experience..... Maximum 5 points
 4. Reasonableness of cost proposals..... Maximum 20 points
 5. Ability to complete work within a reasonable time frame.... Maximum 5 points
- MAXIMUM ALLOWABLE POINTS 100 Points

	LEE RECREATION	MILLER & ASSOC	MINN/WIS PLAYGROUNDS	EFA PARK & RECREATION	PLAY FOCUSED
Evaluator #1	94	90	42	70	63
Evaluator #2	88	80	95	75	80
Evaluator #3	86	71	90	73	70
Evaluator #4	90	85	95	75	80
Evaluator #5	93	87	62	75	67
SCORE AVERAGE	90.2%	82.6%	77.4%	73.6%	72%

	KINETIC RECREATION	TEAM RIEL	BYO PLAYGROUND	REESE RECREATION
Evaluator #1	60	70	67	49
Evaluator #2	70	75	70	75
Evaluator #3	70	70	70	73
Evaluator #4	80	70	70	80
Evaluator #5	72	64	65	62
AVERAGE	70.4 %	69.8 %	68.4 %	67.8 %

Prepared By:


Senior Buyer

Department Head Recommendation: _____

Signature _____

Date _____

Governing Committee Approval: _____

Chair _____

Vote _____

Date _____

Purchasing Procedural Endorsement: _____

Chair _____

Vote _____

Date _____