

RECORDING REQUESTED BY:

CITY OF PRESCOTT

AND WHEN RECORDED MAIL TO:

AIRPORT MANAGER  
6546 CAPITAL LN  
PRESCOTT, AZ 86301

PECK UP

(Space Above for Recorder's Office Use)

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| FEE  |
| \$ 4 |
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| \$1  |
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**SALE OF LEASE**  
**And ASSIGNMENT AND ASSUMPTION OF LEASE**

THIS SALE OF LEASE and ASSIGNMENT AND ASSUMPTION OF LEASE (this "Agreement") is entered into as of the 27<sup>th</sup> day of MARCH, 2012, by and between Nostalgaire, Inc., an Oregon Corporation, as assignor ("Assignor"), and MH Properties, LLC, a(n) Arizona Corporation, as assignee ("Assignee"), with reference to the following facts:

Recitals

A. Assignor is the facility tenant under that certain Airport Facility Lease, effective January 12, 1989 and amended October 23, 1990 and December 19, 1995 (Prescott City Contract #1988-142, 1988-142A and 1988-142B) (the "Lease"), executed by and between the City of Prescott, Arizona, as facility lessor (the "City"), and Assignor, as facility lessee, covering certain premises situated at Prescott Municipal Airport, Prescott, Arizona, as more particularly described in Exhibit A to the Lease (the "Premises") a copy of which is attached hereto as Exhibit "A".

B. Under Article 7 of the Lease, the prior written approval of the City Council of the City of Prescott is required as a condition of the sale of the Lease.

C. Assignor now desires to sell the lease and assign to Assignee (and Assignee desires to accept and assume from Assignor) all of Assignor's right, title, obligations and interest in and to the Lease and to request the consent of the City to such assignment, all upon the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties, the parties agree, as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee (and Assignee hereby accepts and assumes from Assignor) all of Assignor's right, title, obligations and interest in and

to the Lease, and Assignee agrees to be bound by the terms of the Lease, and the provisions of the Lease specified in Article 7 are hereby incorporated by reference, without limitation.

2. Notwithstanding any contrary provision of this Agreement, this Agreement shall be effective (and is expressly conditioned) upon the date the City issues its approval (the "Effective Date"), as evidenced by the City's execution and delivery of its written consent to this Agreement (the "City Consent").

3. As a material inducement to Assignee's execution and delivery of this Agreement, Assignor hereby represents and warrants as of the date hereof to Assignee that: (i) neither Assignor nor the City is in breach or default under the Lease, and no present conditions exist that with the passage of time or solely with the delivery of notice would cause either Assignor or the City to be in breach or default under the Lease; (ii) the Lease evidences the entire understanding of Assignor and the City regarding Assignor's leasing of the Premises, and there are no other documents, instruments, agreements or understandings, whether oral or written, relating to or modifying the Lease or affecting the Premises' use or operation.

4. Assignor agrees to hold harmless and indemnify Assignee, its members, officers, employees, agents and attorneys from and against any and all liabilities, losses, damages, actions, debts, demands, costs and expenses arising from the actions, negligence or willful misconduct, of Assignor or its members, officers, employees, agents or attorneys arising on or prior to the Effective Date and relating to the Lease (or the transactions contemplated by the Lease) or the Premises, including, without limitation, the Premises' use, maintenance or operation.


5. The parties shall reasonably cooperate in the execution and delivery of such instruments and documents in recordable form, as may be requested by either party and/or the City to affirm and evidence (i) the assignment and assumption of Assignor's Facility leasehold interest in and to the Lease, and (ii) the material terms and conditions of the Lease. The parties consent to the recordation of such instruments and documents in the Official Records of the County of Yavapai, Arizona.

6. This Agreement's provisions shall be interpreted under the laws of the State of Arizona. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original and all of which together shall be deemed one and the same instrument. If a dispute arises between the parties under or relating to the provisions of this Agreement, then the prevailing party in such dispute (whether by judgment or voluntary dismissal) shall be entitled to reimbursement from the non-prevailing party for its attorneys' fees, costs and expenses (including, without limitation, court costs, witness fees and professional consultants' fees and expenses).

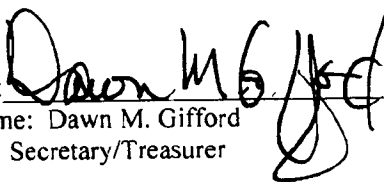
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**“ASSIGNOR”:**

Nostalgaire Inc., An Oregon corporation

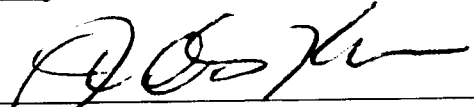
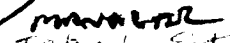
By:   
Name: Scott A. Gifford  
Its: President



By:   
Name: Dawn M. Gifford  
Its: Secretary/Treasurer

**“ASSIGNEE”:**

MH Properties, LLC, An Arizona corporation.

By:   
Name:   
Its: John L. Stonecipher

By: \_\_\_\_\_  
Name:  
Its:

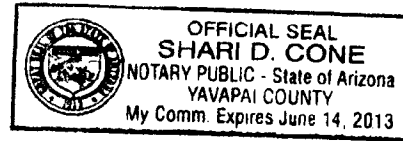
STATE OF Arizona )  
 )  
COUNTY OF Yavapai )

On March 07, 2012, before me, Shari D. Cone, Notary Public, personally appeared Scott A. Gifford and Dawn M. Gifford personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

(Space Below for Notary Seal)

Signature Shari D. Cone



STATE OF Arizona )  
 )  
COUNTY OF Yavapai )

On March 13, 2012, before me, Cynthia M. Marroquin Notary Public, personally appeared Jana L. Stonecipher personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

(Space Below for Notary Seal)

Signature Cynthia M. Marroquin

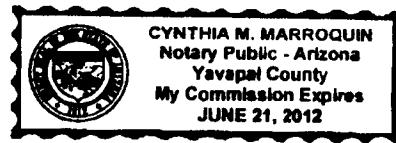
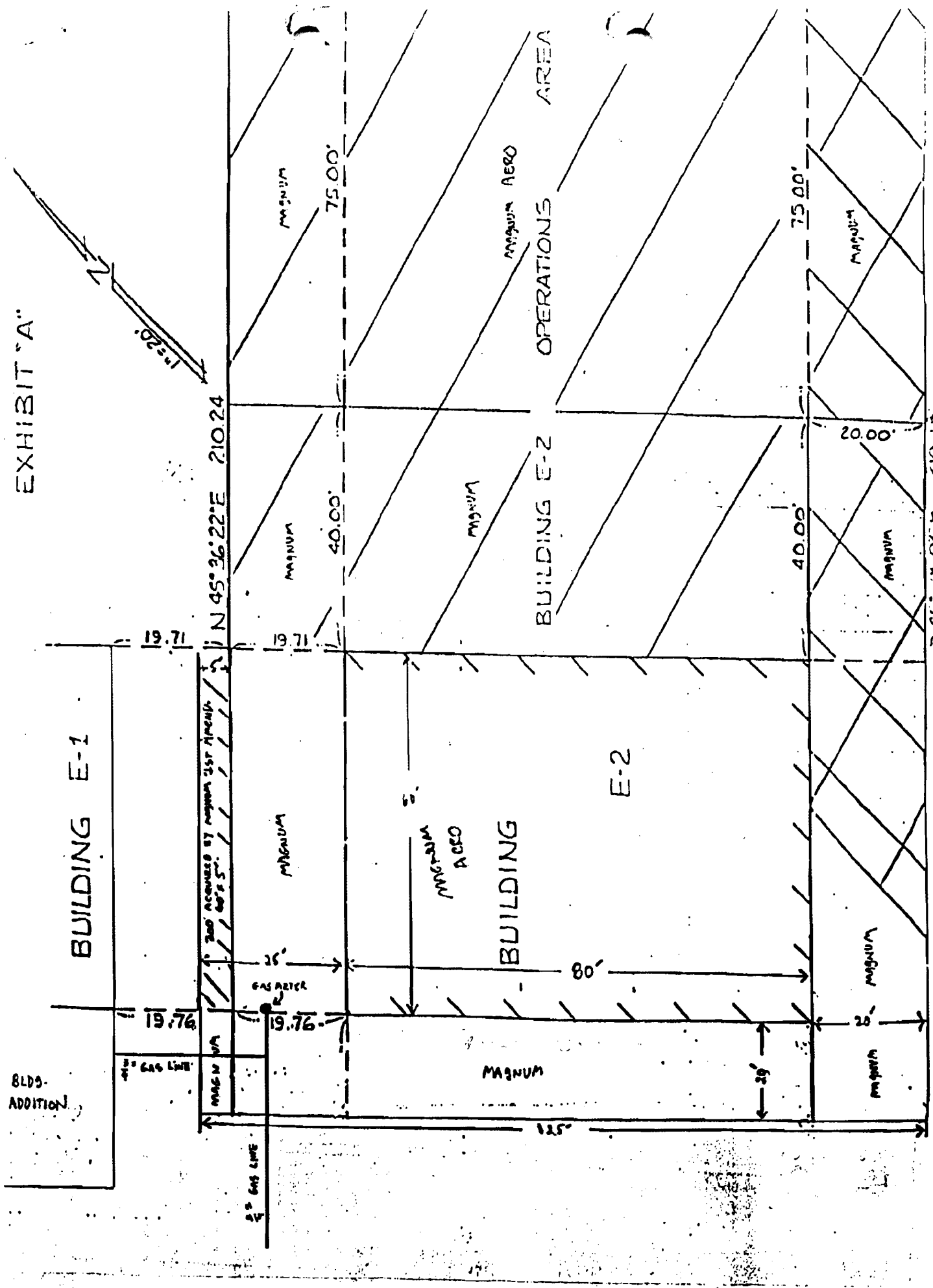


EXHIBIT "A"



**CITY OF PRESCOTT**  
**CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE**

Reference is made to that certain Lease Agreement, effective January 12, 1989 and amended October 23, 1990 and December 19, 1995 (Prescott City Contract #1988-142, 1988-142A and 1988-142B) (the "Lease"), executed by and between the City of Prescott, Arizona (the "City"), as facility lessor, and Nostalgaire, Inc., an Oregon Corporation, as facility lessee ("Facility Lessee"), covering those certain premises situated at Prescott Municipal Airport, Prescott, Arizona, as more particularly described in Exhibit "A" to the Lease ("Premises"). Reference is further made to the Sale of Lease and Assignment and Assumption of Lease dated as of MARCH 27, 2012, (the "Lease Assignment Agreement") executed by and between Facility Lessee, as assignor, and MH Properties, LLC, an Arizona Corporation, as assignee ("Assignee"), a copy of which has been reviewed by the City.

The City hereby consents to the provisions of the Lease Assignment Agreement, including, without limitation, Paragraph 1 thereof pursuant to which Facility Lessee assigns to Assignee all its right, title, obligations and interest in and to the Lease.

It is further understood and agreed that the City's consent to the Lease Assignment Agreement is subject to the following express conditions:

1. The City agrees to reasonably cooperate in the execution and delivery of such instruments and documents in recordable form, as may be requested by Facility Lessee and/or Assignee, to affirm the assignment to and assumption by Assignee of Facility Lessee's Facility leasehold interest in and to the Lease. The City further consents to the recordation of such instruments and documents in the Official Records of the County of Yavapai, Arizona.
2. Notwithstanding the execution of the Lease Assignment Agreement, Facility Lessee shall not be released from the performance of any obligations as "Lessee" under the Lease, as may be amended from time to time, until the date the City issues its approval (the "Effective Date"), as evidenced by the City's execution and delivery of its written consent.
3. As of the date hereof, Facility Lessee is not in breach or default of any obligations under the Lease, including, without limitation, the payment of rent or any other monetary sums due and payable under the Lease, and no known present conditions exist that with the passage of time or solely with the delivery of notice would cause Facility Lessee to be in breach or default under the Lease. As of the date hereof, the City has no claims against Facility Lessee, including, without limitation, any claims of credit or rights of offset.
4. Neither Facility Lessee nor Assignee shall make any further assignment or sublease of the Lease or the Premises, nor any portion thereof, without first obtaining the written consent of the City, in accordance with Article 7 of the Lease.
5. That this consent shall operate as a novation, and shall operate to release the Facility Lessee from any and all covenants, stipulations, agreements and obligations under the Lease from and after the Effective Date.

6. The City hereby agrees to recognize MH Properties, LLC an Arizona Corporation and its successors and assigns as "Lessee" as referenced in the Lease for all purposes under the Lease and agrees that Assignee and its successors and assigns shall agree to accept and abide by any and all provisions in the Lease, and to faithfully perform any and all covenants, stipulations, agreements and obligations under the Lease and further be entitled to the benefit of all leasehold protection provisions contained in the Lease, including, without limitation, the provisions of Article 7 of the Lease as of the Effective Date.

7. Such consent shall not be construed as a waiver of any future breach or default under Article 7 of the Lease and shall not affect the validity of the City's right to enforce any provision of the Lease.

Dated this 20<sup>th</sup> day of MARCH, 2012.

THE CITY OF PRESCOTT

By: *Martin D. Keykendall*  
Name:  
Title: Mayor

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF ARIZONA  
COUNTY OF YAVAPAI

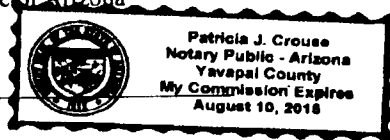
This document was acknowledged before me on 3/20/12 [Date] by  
Martin D. Keykendall [name of principal].

[Notary Seal, if any]:

*Patricia J. Crouse*  
(Signature of Notarial Officer)

Notary Public for the State of Arizona

My commission expires:



1988-142c

Received

JAN 29 2018

Present:  
Municipal Airport



STARR  
COMPANIES

GLOBAL INSURANCE & INVESTMENTS

3353 Peachtree Road NE, Suite 1000  
Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: CITY OF PRESCOTT, C/O AIRPORT ADMINISTRATION  
6546 CRYSTAL LANE  
PRESCOTT, AZ 86301

Named Insured: GUIDANCE ACADEMY, LLC, ITS DBA'S, PARENTS AND SUBSIDIARIES, AFFILIATES,  
OFFICERS, DIRECTORS, AND EMPLOYEES  
6565 CRYSTAL LANE  
PRESCOTT, AZ 86301

Policy Period: From NOVEMBER 30, 2017 To NOVEMBER 30, 2018

Policy Number: 1000315286-04

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed Insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).


| Aircraft: |   | Reg No | Insured Value | Deductibles NIM / IM | Liability Limit | Passenger Sublimits |
|-----------|---|--------|---------------|----------------------|-----------------|---------------------|
| Year      | Make and Model  |        |               |                      | \$ * SEE BELOW  | /\$ * SEE BELOW     |
| ---       | ANY AIRCRAFT OWNED AND OR OPERATED BY THE NAMED INSURED | -----  | \$-----       | 500. / 10% IV        | \$-----         | /\$-----            |
|           |   |        | \$-----       |                      | \$-----         | /\$-----            |
|           |   |        | \$-----       |                      | \$-----         | /\$-----            |
|           |   |        | \$-----       |                      | \$-----         | /\$-----            |
|           |   |        | \$-----       |                      | \$-----         | /\$-----            |

- \* \$5,000,000. /\$1,000,000. ROTOR WING AIRCRAFT
- \* \$2,000,000./\$250,000. FIXED WING AIRCRAFT

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED UNDER LIABILITY COVERAGES BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS ( TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM) NOTICE OF CANCELLATION OR MATERIAL CHANGE.

Certificate Number: 10.1  
Issued By and Date: JANUARY 11, 2018 (JT)

By   
(Authorized Representative)



## ADDITIONAL INSURED ENDORSEMENT

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: ALL SCHEDULED AIRCRAFT

(Only the clause(s) indicated by an "X" shall apply.)

- The scheduled persons or organizations are included as additional insured.
- The scheduled persons or organizations are the registered owner of \_\_\_\_\_ and are included as additional insured.
- The scheduled persons or organizations are included as additional insured but only as respects liability coverages.
- The scheduled persons or organizations are included as additional insured under liability coverages, but only as respects operations of the **named insured**.
- The scheduled persons or organizations are included as additional insured but only as respects operations of the **named insured**.

The insurance extended by this endorsement shall not apply to, and no person or organization named in the schedule shall be insured for **bodily injury** or **property damage** which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by that person or organization.

Schedule:

Name     CITY OF PRESCOTT, C/O AIRPORT ADMINISTRATION  
Address   6546 CRYSTAL LANE  
           PRESCOTT, AZ 86301

Name  
Address

Name  
Address

All other provisions of this policy remain the same.

This endorsement becomes effective NOVEMBER 30, 2017 to be attached to and hereby made a part of:  
Policy No. 1000315286-04  
Issued to GUIDANCE ACADEMY, LLC, ITS DBA'S, PARENTS AND SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AND EMPLOYEES  
By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. TBA

Date of Issue JANUARY 11, 2018 (JT)

Starr 10284 (3/06)

By   
(Authorized Representative)