

ASSIGNMENT OF AVIATION OPERATING AGREEMENT

THIS ASSIGNMENT OF AVIATION OPERATING AGREEMENT (“**Assignment**”) is effective as of the ___ day of August, 2015 between ARR-ow2, Inc., an Illinois corporation, with its principal place of business at 43W450 Route 30, Sugar Grove, IL 60554 (“**Assignor**”), and Glass Simulation Center & Logistics, Inc., a Wisconsin corporation, with its principal place of business at 340 N. Wisconsin Avenue, De Pere, WI 54115 (“**Assignee**”).

RECITALS

A. Assignor operates its business at the Aurora Municipal Airport pursuant to the terms and conditions of a Direct Aviation Operating Agreement dated June 9, 2009 with the City of Aurora, IL, as owner and operator of the airport (the “**Agreement**”) a copy of which is attached hereto as Exhibit A.

B. Pursuant to that certain Purchase and Sale Agreement dated ___ day of August , 2015 (“**Purchase Agreement**”), Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to purchase substantially all of the assets used by Assignor in its flight simulator business, as described in the Agreement and in the Purchase Agreement (the “**Assets**”).

C. Assignee desires to operate a flight simulator business at the Aurora Municipal Airport pursuant to the terms and conditions of the Agreement as modified herein, and pursuant to a sublease agreement with ARR-OW Aviation, Inc., as lessee of the premises where the business is operated.

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and the mutual promises contained in this Assignment and in the Purchase Agreement, the parties, intending to be legally bound, agree as follows:

ASSIGNMENT

1. Grant. Assignor assigns to Assignee all its right, title and interest in and to the Agreement, in accordance with and subject to the terms, covenants and conditions contained in this Assignment and in the Purchase Agreement. Paragraph 3 of the Agreement as assigned herein shall be modified to provide that it shall be for a term of three years from the date of closing on the Purchase Agreement.

2. Agreement of Assignee. Assignee accepts the assignment set forth above and effective as of the day and year first above written, agrees to assume the Agreement and to be liable for and pay for and perform all the respective covenants, terms and agreements to be performed by the Assignor under the Agreement that arise after the date of the closing of the purchase of the Assets. All liability for performance of such covenants, terms and agreements accruing before the date of the closing of the purchase of Assets shall remain the sole responsibility of Assignor.

3. Conditions Precedent. This Assignment shall not be effective unless the following conditions precedent have been satisfied:

(a) The sale of the Assets is consummated by September 10, 2015;

(b) The City of Aurora consents to this Assignment by signing below no later than the five (5) days before the scheduled date of closing of the sale of the Assets;

(i) to the sublease to Assignee of a part of the premises out of which Assignor operates upon the terms and conditions of a sublease acceptable to Assignee (the “**Sublease**”);

(ii) that it will not disturb Assignee’s quiet enjoyment of the use of the premises subject to the Sublease as long as Assignee makes payments and honors its other obligations under the Sublease, irrespective of Assignor’s performance or failure of performance under Assignor’s lease with the City or under the Agreement.

(c) The City of Aurora confirms by signing this Assignment by signing below no later than the five (5) days before the scheduled date of closing of the sale of the Assets that the representations and warranties of Assignor in Section 4 below pertaining to the Agreement are true.

4. Assignor’s Representations and Warranties. Assignor represents and warrants to Assignee, which representations and warranties shall survive the execution of this Assignment that:

(a) Assignor is a corporation duly organized and existing and in good standing under the laws of the State of Illinois;

(b) Assignor is in full compliance with all of its obligations under the Agreement;

(c) The City is in full compliance with all of its obligations under the Agreement

(d) No facts or circumstances exist, which, with the giving of notice or the passage of time, could result in the occurrence of a default by Assignor or the City under the Agreement.

5. Notice. Any notice, demand or communication upon a party shall be in writing, signed by the parties serving notice, and shall either be deposited in the United States mail, sent certified, return receipt requested, postage prepaid or sent by nationally-recognized overnight carrier, with confirmation of delivery, addressed as noted above, or to such other address as either party may have furnished to the other in writing as a place for service of notice. Any notice so mailed shall be deemed to be delivered (a) when deposited in the United States Mail, postage prepaid, certified, return receipt requested, or (b) when received or rejected, if sent by a nationally-recognized overnight carrier.

6. Binding Effect. The terms, conditions and covenants of this Assignment shall be binding upon and shall inure to the benefit of each of the parties to this Assignment, their heirs, personal representatives, successors or assigns.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have each caused this Assignment of Aviation Operating Agreement to be duly executed on their behalf, under seal, and in the manner prescribed by law, as of the day and year first above written.

ASSIGNOR:
ARR-ow2, Inc.

ASSIGNEE:
Glass Simulation Center & Logistics, Inc.

By: _____
David Rosebraugh, President

By: _____
Thomas Hakes, President

CONSENT OF CITY

The City of Aurora, an Illinois municipal corporation, (“City”) does hereby consent to the above referenced Assignment of the Aviation Operating Agreement by the Assignor to the Assignee. The City does further consent and agree to the modification to the Agreement as described above.

Executed and delivered as of the __ day of _____, 2015.

City of Aurora

By: _____
Mayor

Attest: _____
City Clerk

EXHIBIT A
Aviation Operating Agreement