

Exhibit C

Assignment and Assumption of the Lease and Subleases

(see attached)

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (the “**Assignment**”) made effective as of _____, 2009, by and between BURTON W. WIAND as Court-appointed Receiver of VENICE JET CENTER, LLC, a Florida limited liability company (“**Assignor**”) and TRISTATE AVIATION GROUP OF FLORIDA LLC, a Florida limited liability company (“**Assignee**”).

BACKGROUND

Assignor has been the tenant under that certain Lease (“**Lease**”) dated May 23, 2006, as amended, with the City of Venice (the “**Landlord**”), as Landlord and Assignor for the lease of the premises described therein. Assignor desires to assign the Lease to Assignee, and Assignee is willing to assume all of the obligations of Assignor which arise under the Lease.

AGREEMENT

For and 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 is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby grants, conveys, sells, assigns, transfers, bargains, sets over and delivers unto Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Lease to have and to hold the same unto Assignee for the residue of the unexpired term stated in the Lease.

2. Assumption. By execution hereof, Assignee hereby assumes and agrees to perform and carry-out all of Assignor’s obligations and responsibilities as tenant/lessee in and to the Lease after the date hereof.

3. Representations and Warranties. In connection with the Lease, Assignor represents and warrants to Assignee the following:

- (a) Assignor is the tenant/lessee under the Lease;
- (b) Assignor is current with the rent due under the Lease and not in default;
- (c) Assignor has full power and lawful right to grant, convey, sell, assign, transfer, bargain, set over and deliver to Assignee all of its rights, title and interest in and to the Lease; and
- (d) Assignor has not heretofore transferred, sold, conveyed, assigned, bargained, set over or otherwise disposed of its interest in and to the Lease to any other party.

4. Ratification. Except as provided for herein, all terms, covenants, conditions and restrictions under the Lease are hereby ratified and confirmed and shall be and remain in full force and effect in accordance with their terms.

5. Attorneys' Fees. In the event of any litigation between Assignor and Assignee arising out of this Assignment, the prevailing party, whether Assignor or Assignee, shall be entitled to recover its reasonable attorneys' fees from the other party.

6. Entire Agreement. This Assignment contains all of the terms and agreements between the parties relating to the subject matter of this assignment of the Lease.

7. Notices. Notices permitted or required under this Assignment shall be in writing, signed by the party giving the notice, or his attorney, and shall be: (a) delivered personally, or (b) sent by registered U.S. mail, or certified U.S. mail return receipt requested, or (c) sent by Federal Express or similar overnight air delivery service. Notices shall be sent to the following addresses:

To Assignor:

Burton W. Wiand, Receiver
3000 Bayport Drive, Suite 600
Tampa, FL 33607
Attention: Burt Wiand

To Assignee:

TRISTATE AVIATION GROUP OF FLORIDA, LLC
400 Airport Avenue East
Venice, Florida 34285
Attention: Marty Kretchman

For purposes of this Assignment, the date of the notice shall be the date of deposit in the U.S. Mail system, with postage prepaid, or the date of delivery to the overnight air delivery service; in the case of notices given by personal delivery, the date of the notice shall be the date it is left at the above address.

8. Parties and Terms. This Assignment shall be binding on and run to the benefit of the heirs, successors and assigns of the parties. The use of any gender shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa.

9. Captions. Headings and paragraph captions in this Assignment are only for convenience of reference, and shall not be considered in interpreting, nor construed to limit, the context or meaning of the text.

10. Amendments. The provisions of this Assignment may not be changed, waived, or terminated except in writing signed by the party against whom enforcement of the change, waiver or termination is sought.

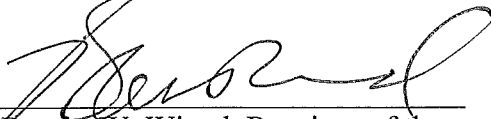
11. Governing Law. This Agreement shall be governed by the laws of Florida.

12. Authorized Signatory. All parties executing this Assignment are authorized to execute same on behalf of Assignor or Assignee.


THIS ASSIGNMENT IS EXECUTED between the parties as of the date specified at the beginning of this Assignment.

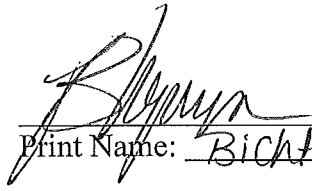
As to

“ASSIGNOR”
VENICE JET CENTER, LLC

By: 
Burton W. Wiand, Receiver of the
Venice Jet Center, LLC

Signed, sealed and delivered
in the presence of:


Print Name: Robert Jamieson


Print Name: Bichtmyer Dymyer


(SIGNATURES CONTINUED ON FOLLOWING PAGE)

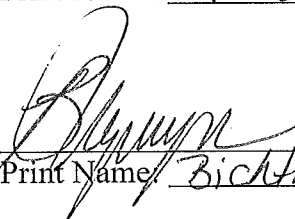
As to

**“ASSIGNEE”
TRISTATE AVIATION GROUP OF
FLORIDA LLC**

By: 
Donald Martin Kretchman,
Managing Director

Signed, sealed and delivered
in the presence of:


Print Name: Robert Jamieson


Print Name: Bichuyen Nguyen

CONSENT OF LESSOR TO ASSIGNMENT

The CITY OF VENICE, as Lessor, hereby consents to the Assignment between VENICE JET CENTER, LLC, hereinafter referred to as Assignor, and TRISTATE AVIATION GROUP OF FLORIDA LLC, hereinafter referred to as Assignee. Said consent is predicated upon the following terms and conditions:

1. Notwithstanding anything to the contrary contained in the Lease, following the Assignment of the lease by and between Lessor and Assignor, Assignee shall become liable and shall remain liable for the performance of all obligations set forth in the Lease and any extensions thereof.

2. Lessor further agrees that should Assignee fail to abide by any terms and conditions of the Lease, Assignor is not required to retake the premises or assume any of Assignor's original position or obligations as Lessee under the lease in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Lessor has hereunto signed this Consent as of the _____ day of _____, 2009.

CITY OF VENICE

ATTEST:

By:

Ed Martin, Mayor

Lori Stelzer, City Clerk

ASSIGNMENT AND ASSUMPTION OF SUBLEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SUBLEASE AGREEMENT (the “**Assignment**”) made effective as of _____, 2009, by and between BURTON W. WIAND as Court-appointed Receiver of VENICE JET CENTER, LLC, a Florida limited liability company (“**Assignor**”) and TRISTATE AVIATION GROUP OF FLORIDA LLC, a Florida limited liability company (“**Assignee**”).

BACKGROUND

Assignor has been the tenant under that certain lease dated May 23, 2006, as amended (the “**Lease**”), with the City of Venice as its landlord (the “**Landlord**”). Under that certain Lease, Assignor entered into a sublease agreement with the Hertz Corporation, a Delaware corporation (“**Hertz**”), by and between Assignor as Sublessor and Hertz as Sublessee, dated and consented to by the Landlord on _____ (the “**Sublease**”), as Sublessor and Sublessee for the lease of the premises described therein. Assignor desires to assign the Sublease to Assignee, and Assignee is willing to assume all of the obligations of Assignor which arise under the Sublease.

AGREEMENT

For and 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 is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby grants, conveys, sells, assigns, transfers, bargains, sets over and delivers unto Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Sublease to have and to hold the same unto Assignee for the residue of the unexpired term stated in the Sublease.

2. Assumption. By execution hereof, Assignee hereby assumes and agrees to perform and carry-out all of Assignor’s obligations and responsibilities as tenant/lessee in and to the Sublease after the date hereof.

3. Representations and Warranties. In connection with the Sublease, Assignor represents and warrants to Assignee the following:

- (a) Assignor is the tenant/lessee under the Lease;
- (b) Assignor is the Sublessor under the Sublease;
- (c) Assignor is current with the rent due under the Lease and not in default;
- (d) Sublessee is current with the rent due under the Sublease and not in default; and

(e) Assignor has full power and lawful right to grant, convey, sell, assign, transfer, bargain, set over and deliver to Assignee all of its rights, title and interest in and to the Sublease.

4. Ratification. Except as provided for herein, all terms, covenants, conditions and restrictions under the Sublease are hereby ratified and confirmed and shall be and remain in full force and effect in accordance with their terms.

5. Attorneys' Fees. In the event of any litigation between Assignor and Assignee arising out of this Assignment, the prevailing party, whether Assignor or Assignee, shall be entitled to recover its reasonable attorneys' fees from the other party.

6. Entire Agreement. This Assignment contains all of the terms and agreements between the parties relating to the subject matter of this assignment of the Sublease.

7. Notices. Notices permitted or required under this Assignment shall be in writing, signed by the party giving the notice, or his attorney, and shall be: (a) delivered personally, or (b) sent by registered U.S. mail, or certified U.S. mail return receipt requested, or (c) sent by Federal Express or similar overnight air delivery service. Notices shall be sent to the following addresses:

To Assignor:

Burton W. Wiand, Receiver
3000 Bayport Drive, Suite 600
Tampa, FL 33607
Attention: Burt Wiand

To Assignee:

TRISTATE AVIATION GROUP OF FLORIDA LLC
400 Airport Avenue East
Venice, Florida 34285
Attention: Marty Kretchman

For purposes of this Assignment, the date of the notice shall be the date of deposit in the U.S. Mail system, with postage prepaid, or the date of delivery to the overnight air delivery service; in the case of notices given by personal delivery, the date of the notice shall be the date it is left at the above address.

8. Parties and Terms. This Assignment shall be binding on and run to the benefit of the heirs, successors and assigns of the parties. The use of any gender shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa.

9. Captions. Headings and paragraph captions in this Assignment are only for convenience of reference, and shall not be considered in interpreting, nor construed to limit, the context or meaning of the text.

10. Amendments. The provisions of this Assignment may not be changed, waived, or terminated except in writing signed by the party against whom enforcement of the change, waiver or termination is sought.

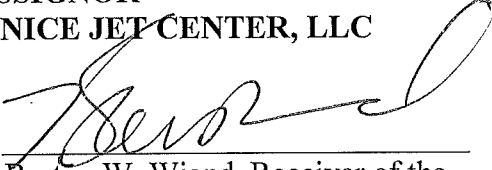
11. Governing Law. This Agreement shall be governed by the laws of Florida.

12. Authorized Signatory. All parties executing this Assignment are authorized to execute same on behalf of Assignor or Assignee.

THIS ASSIGNMENT IS EXECUTED between the parties as of the date specified at the beginning of this Assignment.


As to

**“ASSIGNOR”
VENICE JET CENTER, LLC**

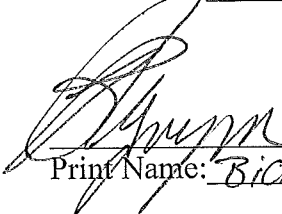
By: 

Burton W. Wiand, Receiver of the
Venice Jet Center, LLC

Signed, sealed and delivered
in the presence of:



Print Name: Robert Tomieson



Print Name: Bichtruyen Nguyen


(SIGNATURES CONTINUED ON FOLLOWING PAGE)

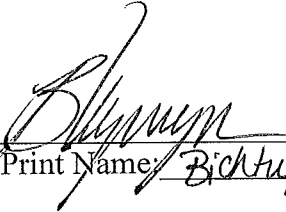
As to

**“ASSIGNEE”
TRISTATE AVIATION GROUP OF
FLORIDA LLC**

By: 
Donald Martin Kretchman,
Managing Director

Signed, sealed and delivered
in the presence of:


Print Name: Robert Jamieson


Print Name: Bich Nguyen

CONSENT OF LESSOR TO ASSIGNMENT

The CITY OF VENICE, as Lessor, hereby consents to the assignment of Sublease between VENICE JET CENTER, LLC, hereinafter referred to as Lessee/Assignor, and TRISTATE AVIATION GROUP OF FLORIDA LLC, hereinafter referred to as Assignee. Said consent is predicated upon the following terms and conditions:

1. Notwithstanding anything to the contrary contained in the Lease, following the assignment of the Sublease by and between Assignor as Sublessor and the Hertz Corporation as Sublessee to Assignee, Assignee shall become liable and shall remain liable for the performance of all obligations set forth in the Sublease and any extensions thereof.

2. Lessor further agrees that should Assignee fail to abide by any terms and conditions of the Lease, Assignor is not required to retake the premises or assume any of Assignor's original position or obligations as Lessee under the lease in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Lessor has hereunto signed this Consent as of the _____ day of _____, 2009.

CITY OF VENICE

ATTEST:

By:

Ed Martin, Mayor

Lori Stelzer, City Clerk

ASSIGNMENT AND ASSUMPTION OF SUBLEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SUBLEASE AGREEMENT (the “**Assignment**”) made effective as of _____, 2009, by and between BURTON W. WIAND as Court-appointed Receiver of VENICE JET CENTER, LLC, a Florida limited liability company (“**Assignor**”) and TRISTATE AVIATION GROUP OF FLORIDA LLC, a Florida limited liability company (“**Assignee**”).

BACKGROUND

Assignor has been the tenant under that certain lease dated May 23, 2006, as amended (the “**Lease**”), with the City of Venice as its landlord (the “**Landlord**”). Under that certain Lease, Assignor entered into a sublease agreement with Cockpit Café, LLC, a Florida limited liability company (“**Café**”), by and between Assignor as Sublessor and Café as Sublessee, dated and consented to by the Landlord on February 26, 2008 (the “**Sublease**”), as Sublessor and Sublessee for the lease of the premises described therein. Assignor desires to assign the Sublease to Assignee, and Assignee is willing to assume all of the obligations of Assignor which arise under the Sublease.

AGREEMENT

For and 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 is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby grants, conveys, sells, assigns, transfers, bargains, sets over and delivers unto Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Sublease to have and to hold the same unto Assignee for the residue of the unexpired term stated in the Sublease.

2. Assumption. By execution hereof, Assignee hereby assumes and agrees to perform and carry-out all of Assignor’s obligations and responsibilities as tenant/lessee in and to the Sublease after the date hereof.

3. Representations and Warranties. In connection with the Sublease, Assignor represents and warrants to Assignee the following:

- (a) Assignor is the tenant/lessee under the Lease;
- (b) Assignor is the Sublessor under the Sublease;
- (c) Assignor is current with the rent due under the Lease and not in default;
- (d) Sublessee is current with the rent due under the Sublease and not in default; and

(e) Assignor has full power and lawful right to grant, convey, sell, assign, transfer, bargain, set over and deliver to Assignee all of its rights, title and interest in and to the Sublease.

4. Ratification. Except as provided for herein, all terms, covenants, conditions and restrictions under the Sublease are hereby ratified and confirmed and shall be and remain in full force and effect in accordance with their terms.

5. Attorneys' Fees. In the event of any litigation between Assignor and Assignee arising out of this Assignment, the prevailing party, whether Assignor or Assignee, shall be entitled to recover its reasonable attorneys' fees from the other party.

6. Entire Agreement. This Assignment contains all of the terms and agreements between the parties relating to the subject matter of this assignment of the Sublease.

7. Notices. Notices permitted or required under this Assignment shall be in writing, signed by the party giving the notice, or his attorney, and shall be: (a) delivered personally, or (b) sent by registered U.S. mail, or certified U.S. mail return receipt requested, or (c) sent by Federal Express or similar overnight air delivery service. Notices shall be sent to the following addresses:

To Assignor:

Burton W. Wiand, Receiver
3000 Bayport Drive, Suite 600
Tampa, FL 33607
Attention: Burt Wiand

To Assignee:

TRISTATE AVIATION GROUP OF FLORIDA LLC
400 Airport Avenue East
Venice, Florida 34285
Attention: Marty Kretchman

For purposes of this Assignment, the date of the notice shall be the date of deposit in the U.S. Mail system, with postage prepaid, or the date of delivery to the overnight air delivery service; in the case of notices given by personal delivery, the date of the notice shall be the date it is left at the above address.

8. Parties and Terms. This Assignment shall be binding on and run to the benefit of the heirs, successors and assigns of the parties. The use of any gender shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa.

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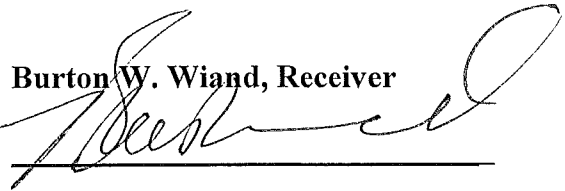
11. Governing Law. This Agreement shall be governed by the laws of Florida.

12. Authorized Signatory. All parties executing this Assignment are authorized to execute same on behalf of Assignor or Assignee.


THIS ASSIGNMENT IS EXECUTED between the parties as of the date specified at the beginning of this Assignment.

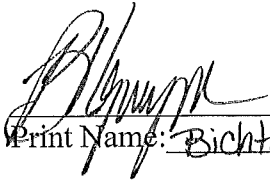
As to

“ASSIGNOR”

Burton W. Wiand, Receiver


Signed, sealed and delivered
in the presence of:


Print Name: Robert Jamieson


Print Name: Bichtruyen Nguyen

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

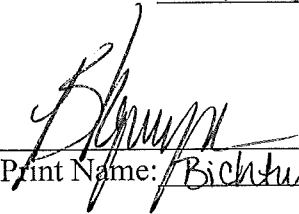
As to

**“ASSIGNEE”
TRISTATE AVIATION GROUP OF
FLORIDA LLC**

By: 
Donald Martin Kretchman,
Managing Director

Signed, sealed and delivered
in the presence of:


Print Name: Robert Jamieson


Print Name: Bichtruyen Nguyen

CONSENT OF LESSOR TO ASSIGNMENT

The CITY OF VENICE, as Lessor, hereby consents to the assignment of Sublease between VENICE JET CENTER, LLC, hereinafter referred to as Lessee/Assignor, and TRISTATE AVIATION GROUP OF FLORIDA LLC, hereinafter referred to as Assignee. Said consent is predicated upon the following terms and conditions:

1. Notwithstanding anything to the contrary contained in the Lease, following the assignment of the Sublease by and between Assignor as Sublessor and Cockpit Café, LLC as Sublessee to Assignee, Assignee shall become liable and shall remain liable for the performance of all obligations set forth in the Sublease and any extensions thereof.

2. Lessor further agrees that should Assignee fail to abide by any terms and conditions of the Lease, Assignor is not required to retake the premises or assume any of Assignor's original position or obligations as Lessee under the lease in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Lessor has hereunto signed this Consent as of the _____ day of _____, 2009.

CITY OF VENICE

ATTEST:

By:

Ed Martin, Mayor

Lori Stelzer, City Clerk