

BILL OF SALE

That in consideration of seventy-five thousand dollars (\$75,000.00) to me in hand paid by Douglas Aviation, Inc., a Tennessee corporation, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Donald H. Farris, do hereby bargain, sell and convey to Douglas Aviation, Inc., all my right, title and interest in and to the following described personal property, to-wit:

Hanger space HB-13, situated as improvements only on the airport property owned by Metro Industrial Park, Ltd., and leased to said Douglas Aviation, Inc.

And I, for myself, will warrant the above described hanger unto said Douglas Aviation, Inc. against any lawful claims and demands off all and every kind, every person or persons whatever.

This the 5th day of August, 1998.

STATE MS.-DESOTO CO. 9
FILED

OCT 15 12 53 PM '99

BK 83 PG 89
W.E. DAVIS, CLERK

[Signature]

DONALD H. FARRIS, Seller

DOUGLAS AVIATION, INC., Buyer

[Signature]
By: Harold D. Spillars, President

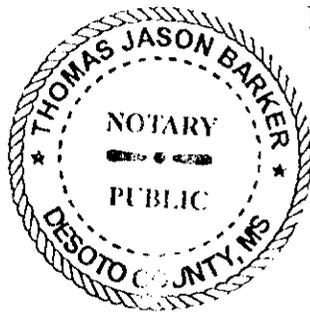
STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY CAME AND APPEARED BEFORE ME this undersigned authority in and for the State and County aforesaid, the within named Donald H. Farris, who acknowledged that he executed the above and foregoing Bill of Sale on the day and year therein mentioned and as his free and voluntary act and deed.

GIVEN UNDER MY HAND, this the 5th day of August, 1998.

[Signature]
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES:
DECEMBER 30, 2001



Prepared by & Return to:
Hazel H. Amistead, Atty
PO Box 609
Olive Branch MS 38654
601-895-4844

EXHIBIT A to Bill of Sale

LEASE TERMINATION AGREEMENT

THIS AGREEMENT dated this 22nd day of July 1998 by and between METRO INDUSTRIAL PARK, LTD. d/b/a METRO AVIATION SERVICES the "Lessor" and Donald H. Farris the "Lessee".

WITNESSETH:

WHEREAS, Lessor entered into a lease agreement (the "Lease") dated April 1995 with Donald H. Farris

for premises known as the Hangar Space No. HB13 at Metro Olive Branch Airport, Olive Branch, Mississippi (the "Premises"); and

WHEREAS, Lessor and Lessee desire to terminate the Lease effective 7-31-98 and

WHEREAS, Lessor and Lessee have reached an agreement with respect to the Lease and intend to mutually terminate all the rights, obligations and interest of the parties thereunder in accordance with the following terms and provisions:

- 1. The Lease is terminated effective 7-31-98
- 2. Effective 7-31-98, Lessee shall surrender possession of the Premises to Lessor in the condition required by the terms of the Lease for surrender at the expiration of the lease term. Lessee shall pay all rental and other charges accruing under the Lease through 7-31-98.
- 3. Effective as of 7-31-98 and subject to the provisions of Article 2 above, neither Lessor nor Lessee shall have any further obligation to the other thereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease termination agreement as of the day and year first above written.

LESSOR
METRO INDUSTRIAL PARK, LTD
d/b/a METRO AVIATION SERVICE

By: [Signature]

LESSEE: [Signature]