

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, "COUNTY", by and through its Department of Airports, under that certain Lease Agreement (R86-712) with Florida Airmotive, Inc., the "LESSEE", dated May 13, 1986, hereby consents to LESSEE's entering into a Sublease Agreement with Jet Version, Inc., the "SUBLESSEE", dated August 1, 2009, for the leasing of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

Notwithstanding any provision of the Sublease Agreement to the contrary, the COUNTY hereby rejects any such provision in the Sublease Agreement, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease Agreement which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease Agreement.

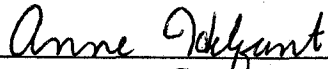
LESSEE further acknowledges and agrees that it shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

MAR 08 2010

APPROVED this ___ day of _____ 20___, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: 
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: 
County Attorney

**SUB-LEASE AGREEMENT
FOR AIRCRAFT STORAGE BUILDING PLOT**

This Sub-Lease, made this 1st Day of August, 2009 by and between FLORIDA AIRMOTIVE, INC. ("Sub-Lessor") and JET VERSION, INC. ("Sub-Lessee") which terms Sub-Lessor and Sub-Lessee will include the heirs, successors, personal representative and assigns of the parties hereto wherever the context so requires or admits.

WITNESSETH:

1. Sub-Lessor currently holds a lease from Palm Beach County dated May 13, 1986, on certain buildings and grounds areas at the public airport known as Palm Beach County Park Airport located in Palm Beach County, Florida, a copy of which lease is attached hereto; designated Exhibit "A" ("the basic lease") and hereby incorporated by reference. Such Sub-Lessee agrees to be bound by said Lease and to comply with all of the terms and provisions thereof.
2. There will be no storage of fuel allowed in any size containers. Supplies of paints and thinners will be kept to a minimum in accordance to NFPA regulations. No hazardous materials, chemicals, or pesticides, not normally used in the preventative maintenance of aircraft, will be allowed. The Sub-Lessee shall comply with Palm Beach County Park Airport's "Storm Water Management Plan" and "Palm Beach County's Airport Rules and Regulations".
3. The Sub-Leased premises are shown on the attached sketch and plot No. 312 is the leased premises comprising of 3,674 square feet, with a building square footage consisting of 3,674 square feet.
4. The Sub-lessee shall have the right to carry out any legal commercial aviation related business including but not limited to the storage and maintenance of aircraft, a flight school and an office for the conduct of said business as set forth above including the right if the Sub-lessee shall desire to conduct a business for the chartering of aircraft from or within the same building.
5. The term of this Lease shall begin August 1, 2009 and expire on April 01, 2014, in accordance with the Master Lease. If Sub-Lessee offers to sell his interest in the leasehold, ~~including buildings~~, the Sub-Lessor shall have the right of First refusal for a period of 30 days following notice of any offer from Sub-Lessee.

6. The rental charge for the leased building plot will be \$0.3195 per square foot, per month, plus state sales taxes. This measurement includes square footage of the building only, with the monthly payments to be \$1,173.87 not including tax. Payments shall be made in advance with full payment made prior to the first day of each month and considered late after the tenth of each month. All taxes to be paid by Sub-Lessee for the entire lease. A late charge of fifty (\$50) dollars will be charged for payments after the tenth of each month. In the event of a default by the Sub-Lessee in the payment of the rent hereunder, the Sub-Lessor may terminate this lease upon thirty days written notice to Sub-Lessee. The Sub-Lessee may cure this default at any time within said thirty day period.

7. The Sub-Lessee shall provide for all maintenance on the building and apron to taxiway. The Sub-Lessor reserves the right to place building numbers on the Sub-Lessee's building as outlined above. All utilities will be paid by the Sub-Lessee. The parties agree and recognize that a portion of the south wall is a common wall with another unit in the hangar block. The cost of maintenance, upkeep, repairs or any other circumstances that may occur in relation to the wall shall be divided equally between the respective tenants.

8. This Sub-Lease may be assigned or the premises sublet to a Sub-Lessee only with the approval of the Sub-Lessor and Palm Beach County, Florida, which approvals, however, shall not be unreasonably withheld.

9. This Sub-Lease is subject to the approval of Palm Beach County, Florida, and will not be effective until such approval is received.

10. Sub-Lessee agrees to allow Sub-Lessor or County auditing personnel to examine any and all records that pertain to motor oil sales, oil deliveries or sales.

11. It is agreed by the Sub-Lessee and Sub-Lessor that this building and all improvements may not be removed from leased premises. Sub-Lessor agrees this lease may be subordinated to a valid mortgagor who shall comply with all terms in the event valid mortgagor takes possession from Sub-Lessee.

12. The Sub-Lessee shall have free and unrestricted access from the hangar building northward to the public taxiway including utilization of this space, auto parking is anticipated along the western side of the building. In any case auto parking will not intrude into the marked taxiway on the west side of the building. There will be no auto parking along the east wall of the building on the outside. These parking slots are

intended for operational vehicles only; no recreational vehicles, boats, trailers, or equipment vans are intended to be placed in these slots.

13. The Sub-Lessee shall maintain liability insurance coverage on the leased premises in an amount no less than that required of the Sub-Lessor for the same space in the basic lease and will provide Sub-Lessor with proof of such coverage on a regular basis. Said insurance coverage shall not be allowed to lapse and shall be continually in effect.

14. The Sub-Lessee agrees not to sell, store, or disperse fuels during the term of this Sub-Lease. This paragraph does not prohibit defueling/refueling operations for the purposes of maintenance of aircraft. Sub-Lessee agrees not to put fuel into a aircraft under any roofline.

15. The Sub-Lessee acknowledges that the leased premises are for the purpose of a hangar and will not be used for habitation and is specifically aware of the elevation of the flooring of said hangar and will hold the Sub-Lessor and Palm Beach County harmless from any damage resulting from high water.

16. The Sub-Lessor has provided a common meter box at the south end of building plots.

- a) The roofs shall be galvanized, galvalume material with 20 year perforation warranty.
- b) Each roof half shall have a gutter with down spouts discharging water at the front of the building toward the taxi lane.
- c) Each building will be antique white, any stripes or gutters, shall be buckskin tan. Samples of the color will be submitted when the Department of Airports approval is requested for each individual building.

17. Whenever the word "Sub-Lessee" is used herein it shall also mean and refer to any Sub-Sub-Lessee (i.e. Lessee of Sub-Lessee).

Handwritten initials/signature

IN WITNESS WHEREOF, the parties hereto have executed these presents the day
and year aforesaid.

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]
As to Florida Airmotive Inc.

FLORIDA AIRMOTIVE, INC.

By [Signature]
Owen H. Gassaway III, President

Date: 8/27/09

JET VERSION, INC.

By [Signature]

Date: Aug. 24th 2009

Richard Touchette

Title PRESIDENT

[Signature]

[Signature]
As to Jet Version, Inc.

Approval / Acknowledgment by
Department of Airports
Palm Beach County as Agent for
Palm Beach County of the Lease is
given on an executed, CONSENT
TO SUBLEASE form.

Sub-Lessee

Jet Version, Inc.
Richard Touchette
180 Yacht Club Way, #206
Hypoluxo, FL 33462

561-944-6565

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Galaxy Aviation Inc., (the "LESSEE"), dated October 18, 2000 (R2000-1067), (the "Lease Agreement"), as amended by that certain First Amendment dated, March 1, 2005 (R2005-0455), hereby consents to LESSEE entering into a Sublease Agreement ("Sublease") with Agilis Management, Inc. , (the "Sublessee") dated March 21, 2007, for the Sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.


Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Lease Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Sublease.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

APPROVED this APR 10 day of, 2007, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: 
Title: Director of Airports

Approved as to Form and Legal
Sufficiency:

By: 
County Attorney

GALAXY AVIATION

March 27, 2007

Colleen K. Hawkins
Assistant Airport Properties Manager
Palm Beach International Airport
Building 846
West Palm Beach, FL 33406

RE: Consent to Sublease

Dear Colleen:

The attached Sublease is hereby submitted for your approval. The Sublease summary is as follows:

Lessor: Galaxy Aviation of Palm Beach
Lessee: Agilis Management, Inc.
Leased Area: Hangar space in 1625A and Suite 206 in hangar 1625A
Effective Date: April 1, 2007
Type of Business: Corporate flight department
Rights and Uses: Aircraft storage and administrative offices

Please advise if you require any additional information at this time. Thank you.

Sincerely,



Tony Sherbert
Operations Manager

RECEIVED
2007 MAR 29 AM 11:32
DEPT. OF AIRPORTS
BLDG. 846. P.B.A.

GALAXY AVIATION OF PALM BEACH, INC.

3800 Southern Boulevard • West Palm Beach, FL 33406 • 561-683-4121 • Fax 561-697-3120

OFFICE AND HANGAR LEASE AGREEMENT

THIS LEASE is made on the 21st day of March, 2007, by and between GALAXY AVIATION OF PALM BEACH, INC., whose address is 3800 Southern Boulevard, West Palm Beach, Florida 33406 ("Landlord") and the below named Tenant ("Tenant").

1. GENERAL INFORMATION

1.01 Tenant's Full Legal Name and Mailing Address

Agilis Management, Inc.
3930 RCA Boulevard, Suite 3000
Palm Beach Gardens, FL 33410

1.02 Type(s) of Aircraft (Make/Model/Color):

Saberliner 65

Registration No.: N888UP

TENANT shall be required to get the prior written approval of LANDLORD to store substitute aircraft(s) in the PREMISES. In the event LANDLORD approves such substitution, the rent for the PREMISES will be adjusted by LANDLORD based on the difference in space occupied by such substitute aircraft, if any.

1.03 Premises:

Hangar Space and Office Space in LANDLORD's hangar at the Palm Beach International Airport ("Airport") in Palm Beach County, Florida.

- (1) Hangar Space shall be adequate to store the Aircraft listed in Paragraph 1.02.
- (2) Office Space shall be Suite 206, in Hangar 1625A.

(The Hangar Space and Office Space shall be collectively known as "Premises").

1.04 Initial Term (Subject to Par. 3): The term of this Agreement shall commence on April 1, 2007 and end on May 31, 2007.

1.05 Rent During Initial Term: The monthly rent to LANDLORD is to be paid by TENANT in accordance with a separate, unrecorded Memorandum of Lease to be executed simultaneously herewith.

Late Charge and Returned Check Charge: A late charge of five percent (5.0%) of Rent will be assessed on all Rent not received by the

5th of each month. If funds are insufficient for any payments made by check, note or similar instrument, payment will be subject to a \$35.00 reprocessing fee. All sums of money required to be paid by the TENANT to the LANDLORD under this Lease shall bear interest at the highest rate permitted by law from the date same was due until the date same is paid in full.

ALL LATE CHARGES SHALL BE DEEMED ADDITIONAL RENT.

- 1.06 **Security Deposit (Subject to Par.5):** The security deposit to be remitted to LANDLORD by TENANT shall be in the amount stated in a separate, unrecorded Memorandum of Lease to be executed simultaneously herewith.
- 1.07 **Renewal Terms:** This Lease shall automatically be renewed at the end of the Initial Term for another one year (1) term ("Renewal Term") and thereafter this Lease shall continue to be automatically renewed for subsequent Renewal Terms of one (1) year each ("Subsequent Renewal Terms") unless otherwise terminated in accordance with Paragraph 40 of this Lease.
- 1.08 **Operating Expenses (Subject to Par. 17):** LANDLORD shall pay the operating expenses associated with the PREMISES.
- 1.09 **Permitted Uses (Subject to Par. 21-25):** TENANT shall occupy the PREMISES solely for the storage of TENANT'S Aircraft and for Office use directly related thereto. No other vehicles shall be stored in the PREMISES.

2. **LEASE.** LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD the PREMISES described in Paragraph 1.03 in an "AS IS/WHERE IS" condition. BY TENANT'S EXECUTION OF THIS LEASE AGREEMENT, TENANT IS WAIVING ANY AND ALL CLAIMS ARISING FROM THE CONDITION OF THE PREMISES. This Lease and the PREMISES are subject to all matters of public record.

3. **TERM.** The term of this Agreement shall be defined in a separate, unrecorded Memorandum of Lease to be executed simultaneously herewith.

4. **RENT CHARGES.** The monthly rent to LANDLORD is to be paid by TENANT in accordance with a separate, unrecorded Memorandum of Lease to be executed simultaneously herewith.

5. **SECURITY DEPOSIT.** TENANT has deposited with LANDLORD the security deposit set forth in Paragraph 1.06. The security deposit will be held by LANDLORD without interest as security for the full and faithful performance by TENANT of its obligations hereunder, which may be co-mingled with other monies of LANDLORD. In the event of default by TENANT, LANDLORD may use all or any part of the security deposit for the payment of any unpaid rent or for any other monies owed by TENANT to LANDLORD. Upon the termination of

this Lease, any portion of the security deposit not so used or applied shall be returned to TENANT, provided TENANT faithfully performs its obligations hereunder, by mail within a reasonable time after the termination of this Lease. The security deposits shall not be applied by TENANT toward the last month's rent.

6. **INSURANCE.**

6.01 During the term of this lease TENANT shall keep in force at its expense the following policies: (i) Worker's Compensation Insurance — per statutory coverage as prescribed by the State where the PREMISES is located; (ii) Employer's Liability Insurance - to a limit of \$1,000,000; (iii) All Risk Hull Insurance on the Aircraft in an amount of the full replacement cost of the Aircraft; (iv) All-Risk Property Insurance coverage commensurate with the value of TENANT's property located on LANDLORD's PREMISES; (v) Comprehensive Aircraft Hull and General Liability Insurance with a combined single limit of not less than \$5,000,000, or as otherwise agreed to by LANDLORD in writing, insuring TENANT's liability against bodily injury to persons, guests, including passengers, or damage to property; and (vi) Automobile Liability Insurance, to a minimum limit of \$1,000,000 per occurrence for all TENANT's owned, non-owned and for-hire vehicles. If TENANT's activities in conjunction with the use of the Hangar Space require vehicle and/or support equipment access to the Airport's Aircraft Operations Area (AOA), TENANT shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than \$5,000,000. Such determination shall be made by LANDLORD. LANDLORD and PRIME LESSOR shall be named as an additional insured on all such insurance, excepting only the Worker's Compensation policy, and such insurance shall provide that same may not be canceled or the coverage reduced without at least thirty (30) days written notice to LANDLORD. TENANT shall provide certificates of such insurance prior to the commencement date of this Lease, and subsequently prior to the expiration of the succeeding certificate and at any time upon request by LANDLORD. TENANT shall be required to obtain Workmen's Compensation Insurance as required by law. All policies shall contain waivers of subrogation against the Landlord, its agents or employees.

6.02 Primary Insurance: Consistent with the indemnification provisions of this Lease, TENANT'S insurance policies will respond on a primary basis, with any insurance carried by LANDLORD to be construed as secondary or excess insurance.

7. **TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS OF THE SECTION ABOVE, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

8. **DISCLAIMER OF LIABILITY.** LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANTS, ITS EMPLOYEES, AGENTS OR INVITEES OR ITS INVITEES' INVITEES DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY TO AIRCRAFT, OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE PREMISES, IS

CAUSED SOLELY BY LANDLORD'S GROSS NEGLIGENCE. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF PREMISES AND/OR OTHER SERVICES PROVIDED UNDER THIS LEASE. THE PARTIES FURTHER AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR DAMAGE TO AIRCRAFT, OR OTHER PROPERTY, OR FOR INJURY AS A RESULT OF A STORM OR HURRICANE, OR PRECAUTIONARY MEASURES ESTABLISHED BY THE LANDLORD. IN THE EVENT OF A BREACH OR DEFAULT BY LANDLORD OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE, TENANT SHALL LOOK SOLELY TO THE EQUITY OF LANDLORD IN LANDLORD'S LEASEHOLD INTEREST IN THE PREMISES FOR THE SATISFACTION OF TENANT'S REMEDIES. NO OTHER PROPERTY OR ASSETS OF LANDLORD OR ANY PARTNER, MEMBER, SHAREHOLDER, OFFICER OR DIRECTOR THEREOF, SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S REMEDIES UNDER OR WITH RESPECT TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

9. **INDEMNITY-FORCE MAJEURE.** TENANT agrees to release, indemnify, and hold LANDLORD, its officers and employees, harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments or any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to LANDLORD, arising from: (i) TENANT'S use of the PREMISES; (ii) by reason of any loss of or damage to any property or injury to or death of any person arising out of or related to this Lease; (iii) or by reason of any breach, violation or non-performance by TENANT or its servants, employees, agents or invitees, or invitees' invitees of any covenant or condition of the Lease or by any act or failure to act of those persons. LANDLORD shall not be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond LANDLORD'S control, including without limitation acts or omissions to act by TENANT.

9.01. **Hurricane Procedures/Act of God:** It is the express sole obligation and responsibility of TENANT to provide for the safety, security and evacuation of its AIRCRAFT during any approaching storm, hurricane or other weather event. TENANT agrees to comply with and abide by any provisions for storm or hurricane preparedness required by LANDLORD, in LANDLORD'S sole discretion, necessary for the safety and security of the Aircraft and/or Airport and/or PREMISES and/or neighboring aircraft and property, if any. TENANT hereby explicitly approves in advance and waives any and all objections to any and all such plans, if any, and further grants LANDLORD the authority to move TENANT'S Aircraft within the PREMISES and/or other property under LANDLORD'S control at the Airport as LANDLORD deems necessary. LANDLORD shall make a reasonable effort to notify TENANT of LANDLORD'S plans prior to taking any action; however, TENANT'S approval shall not be required. Notwithstanding the foregoing, LANDLORD shall not be liable for any damages, including without limitation, to TENANT'S property or Aircraft as a result of this section.

9.02. **Vendor/Invitee or Invitees' Invitees Indemnification:** As set forth in this Lease,

TENANT agrees to fully indemnify and hold LANDLORD harmless from and against any and all liabilities, expenses, damages, claims and losses incurred by LANDLORD, including attorneys' fees and costs, as a result of: (i) the failure by TENANT to perform any covenant required to be performed hereunder; or (ii) any accident, injury or damage that shall happen in or about the PREMISES resulting from any act or omission of TENANT or TENANT'S agents, employees, invitees or invitees' invitees, servants, consultants, contractors, subcontractors or licensees; or (iii) any accident, injury or damage that shall happen in or about the PREMISES to TENANT or TENANT'S agents, employees, invitees or invitees' invitees, servants, consultants, contractors, subcontractors or licensees. TENANT further shall be solely responsible for notifying all such vendors, invitees, and third parties that LANDLORD has disclaimed such liability and that TENANT shall be solely liable to same for any such damages.

9.03 In the event that a third party makes a claim alleging facts that, if true, would require TENANT to indemnify under this Section, TENANT shall indemnify against all damages incurred in connection with defending that claim, including amounts paid in settlement, even though the claim is successfully defended in whole or in part and even though the claim is settled prior to a final determination as to the truth of such allegations: provided that LANDLORD may not settle a claim that would result in a claim for indemnification by the TENANT hereunder without the TENANT's prior written consent.

10. **ASSIGNMENT AND SUBLETTING.** TENANT may not assign this Lease or let or sublet the whole or any part of the PREMISES without the prior written consent of LANDLORD which may be withheld in LANDLORD'S sole discretion.

11. **CONDEMNATION.**

11.01 The parties agree that should the entire PREMISES be taken or condemned by any competent authority for any public or quasi-public use or purpose during the term of this Lease, then this Lease shall terminate as of the date when possession is required for public use, unless LANDLORD, at his option, provides equal suitable space which shall be substituted for the PREMISES. In the event of a partial condemnation which renders the remainder of the PREMISES usable for the use stated herein in the sole discretion of the LANDLORD, the Rent shall be pro-rated diminished according to the square footage of PREMISES so taken. All such calculations shall be performed by LANDLORD.

11.02 **Award.** All damages or compensation awarded or paid for any such taking shall belong to and be the property of LANDLORD without any participation by TENANT, whether such damages or compensation shall be awarded or paid for diminution in value of the leasehold or any interest of LANDLORD in the land, buildings and other improvements, or in the leasehold estate created hereby or under the PRIME LEASE, and TENANT hereby expressly waives and relinquishes all claims to such award or compensation or any part thereof and of the right to participate in any such condemnation or eminent domain proceedings against the owners of any interest in same.

12. **DAMAGE OR DESTRUCTION.** If the PREMISES should be damaged or destroyed by fire or other casualty, TENANT will promptly notify LANDLORD of such casualty. LANDLORD will repair and restore the buildings and improvements (exclusive of improvements installed by TENANT) so damaged or destroyed as nearly as possible to their condition prior to such casualty, limited, however, to the amount of insurance proceeds actually received by

LANDLORD. In the meantime, if the PREMISES should be rendered totally unusable due to such casualty, there will be an abatement of rent until the PREMISES are again tenantable, unless such fire or casualty results from the acts or negligence of TENANT, TENANT'S agents or employees, in which event there will be no abatement of rent. The length of the abatement period shall be added to the term of the Lease. In the event LANDLORD does not make the PREMISES useable within ninety (90) days after LANDLORD receives the insurance proceeds in connection with the casualty, or in any event within one hundred eighty (180) days after the date of the casualty, TENANT may terminate this Lease but shall have no other remedies. In the event the damage is partial, and the remaining PREMISES are usable for the use stated herein in the sole discretion of the LANDLORD, the Rent shall be pro-rated diminished according to the square footage of PREMISES so taken. All such calculations shall be performed by LANDLORD.

13. **SURRENDER OF PREMISES.** Upon the expiration or termination of this Lease, TENANT shall surrender the PREMISES to LANDLORD in substantially the same condition as the PREMISES were in at the beginning of this Lease and in good and clean condition, reasonable wear and tear excepted. LANDLORD must be advised at least sixty (60) days in advance of non-renewal of Lease by TENANT or TENANT will be liable for an additional month's rent. Should TENANT remain in possession of the PREMISES after the expiration of the term or earlier termination of this Lease, with or without the consent of LANDLORD, express or implied, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy at sufferance terminable on written notice by either party to the other, at double the rent installments (prorated on a monthly basis) in effect during the lease year immediately preceding the expiration of the term of this Lease, and otherwise subject to all of the other terms, covenants and conditions of this Lease insofar as the same may be applicable to a tenancy at sufferance, without prejudice to any remedy which LANDLORD may have against TENANT for holding over unlawfully, provided, however, that if TENANT holds over with the prior written consent of LANDLORD, the rent installments will not be doubled as hereinabove provided.

14. **ALTERATIONS.**

14.01 TENANT shall not make any alterations, additions or improvements to the exterior or interior of the PREMISES or to any other property of LANDLORD without LANDLORD'S prior written consent, or erect or install any additional improvements, signs and equipment without LANDLORD'S prior written consent, which may be withheld for any reason. It is expressly understood that no signs are to be installed anywhere on the PREMISES without LANDLORD's written prior and explicit consent.

14.02 If any mechanic's or construction lien is recorded against the PREMISES or against TENANT'S leasehold interest in the PREMISES by reason of work, labor, services or materials supplied or claimed to have been supplied to TENANT, TENANT shall, within thirty (30) days after the recording thereof, cause such lien to be discharged or bonded off of record. In any event, neither the PRIME LESSOR'S nor the LANDLORD'S interest in the PREMISES shall be subject to any lien arising out of any work, labor, services or materials supplied or claimed to have been supplied to or for TENANT. TENANT shall never, under any circumstances, have the power to subject the interest of LANDLORD or the PRIME LESSOR in the PREMISES to any mechanics', construction or materialmen's liens or liens of any kind, nor shall any provision

contained in this Lease ever be construed as empowering the TENANT to encumber or cause the LANDLORD to encumber the title or interest of LANDLORD in the PREMISES. Any lien filed against the PREMISES in violation of this paragraph shall be null and void and of no force or effect.

15. **MAINTENANCE.** LANDLORD will maintain the structural components of the Hangar, including doors and door mechanisms. No hazardous or flammable materials will be stored within or about the PREMISES. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. This Lease, at LANDLORD's option, shall be terminated if TENANT willfully or negligently causes damage to LANDLORD'S property, including specifically, but not limited to, any of the following:

15.01 Dumps oil, gas or any harmful liquids or solids anywhere on LANDLORD's property other than in appropriate disposal containers. In connection therewith, in the event any asphalt is damaged due to the dumping or leaking of any gasoline or oil, then TENANT shall immediately repair same at TENANT's expense within five (5) days after written notice from LANDLORD, or, at LANDLORD's option, LANDLORD shall repair same, in which event TENANT shall reimburse LANDLORD for all of LANDLORD's costs and expenses relating to such repair within five (5) days written demand by LANDLORD.

15.02 Parks cars, trucks, campers, trailers or airplanes on any of the grass areas of LANDLORD'S property or anywhere except designated parking areas for such vehicles.

15.03 It is further expressly understood that no tie-down or parking, or storage of any aircraft is permitted outside of the Hangar overnight unless authorized by LANDLORD. At no time shall TENANT representative leave an aircraft outside of the Hangar or leased PREMISES unattended unless authorized by LANDLORD. Further, no storage of boats, trucks, trailers or mobile homes is permitted in the PREMISES or outside of the Hangar or anywhere on LANDLORD's property. No pets or other animals are allowed on the PREMISES, except for handicap assistance animals and except for the transportation of pets or other animals.

16. **TENANT'S LOSSES.** All personal property of TENANT shall be kept in the PREMISES at TENANT'S sole risk. LANDLORD shall not be liable to TENANT for any damage or injury to TENANT, its employees, agents, guests or invitees, or to any property of TENANT, for any reason whatsoever, including but not limited to the acts, omissions or negligence of LANDLORD or any other TENANT or their employees, agents, guests or invitees, or due to theft, vandalism, or water damage, and TENANT shall hold LANDLORD harmless from any such damage or injury.

17. **OPERATING EXPENSES.** LANDLORD shall pay all operating expenses, including without limitation charges for electricity, water and sewer, real estate taxes, and common area maintenance consumed on the PREMISES. TENANT shall not install or use any special equipment, which uses extraordinary amounts of electricity without the prior written consent of LANDLORD, which may be withheld in LANDLORD's sole discretion, and the only electricity consumed on the PREMISES shall be for purposes compatible with the existing electrical services and wiring. LANDLORD shall not be liable for any disruption of any of the above-referenced utility or other services, nor shall TENANT be entitled to any reduction or abatement of any RENT or other TENANT payments as a result of any such disruption.

18. **NOTICES.** All notices to be given hereunder shall be in writing and shall be sent by mail to the addresses shown on the front page of this Lease, or to such other address as either party may have furnished by prior written notice sent pursuant hereto. Any notices permitted or required to be given by the terms of this Lease shall be effective upon mailing and shall be deemed sufficient if mailed by United States mail, with proper postage and address affixed thereto.

19. **DEFAULT.** Failure to pay the rent by the fifth (5th) of the month or to cure any other default as soon as reasonably practical and in any event within ten (10) days after written notice by LANDLORD, or commencement of bankruptcy or insolvency proceedings against the TENANT, or if TENANT makes an assignment for the benefit of creditors, or suffers this Lease to be taken under any writ of execution or attachment, or if TENANT vacates or abandons the PREMISES, then any of such events shall constitute a default hereunder and the LANDLORD shall have the right at its option to terminate TENANT'S possession and to enter the PREMISES and remove all persons and property therefrom forcibly or otherwise, and the TENANT hereby waives any and all notices required by law to terminate TENANT'S tenancy, and waives all legal proceedings to recover possession of the PREMISES and specifically agrees that LANDLORD may dispossess TENANT without institution of any legal proceedings whatsoever. LANDLORD shall in that event post a notice to TENANT at the PREMISES with a three (3) day warning that if the default is not cured the TENANT shall be dispossessed without any further notice or legal action by LANDLORD. In the event of default hereunder, the LANDLORD may, at its option, enter the PREMISES as the agent of the TENANT and relet the PREMISES as the agent of the TENANT at such price and upon such terms, and for such duration of time, as LANDLORD may determine, and receive the rent and apply the same to the payment of the rent due from TENANT, and the TENANT shall pay any deficiency, but any excess monies shall be the sole property of LANDLORD. TENANT agrees to pay all costs of eviction, collection, and reasonable attorneys' fees, in the event LANDLORD engages the services of an attorney or commences proceedings, in pre-trial, trial, appeal and/or bankruptcy against TENANT. LANDLORD'S remedies hereunder are cumulative and shall be in addition to all legal remedies. Failure to promptly exercise any right in this Lease shall not be deemed a waiver of said right. All personal property of the TENANT on the PREMISES is hereby pledged and assigned to the LANDLORD as security for the payment of the rent, and the LANDLORD'S lien may be enforced by distress foreclosure or otherwise at LANDLORD'S election. TENANT agrees that LANDLORD may enforce this lien when default has occurred by denying TENANT access to the leased PREMISES and/or by seizure of the TENANT'S personal property, and TENANT hereby waives any claims of trespass, damage or loss occasioned by LANDLORD exercising any of the rights set forth herein.

20. **HABITUAL DEFAULT.** Notwithstanding the foregoing, in the event that the TENANT has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the TENANT of the same type and kind, in the sole opinion of the LANDLORD and regardless of whether the TENANT has cured each such individual condition of breach or default as provided in this lease hereinabove, the TENANT shall be determined by the LANDLORD to be an "habitual violator." At the time that such determination is made, LANDLORD shall issue to TENANT a written notice advising of such determination and citing the circumstances therefor. Three (3) such notices to TENANT by LANDLORD shall automatically negate any renewal options offered to TENANT pursuant to paragraph 1.07 at the sole discretion of LANDLORD.

21. **USE.** The PREMISES shall be used and occupied by TENANT solely for the purposes set forth in Paragraph 1.09 above and for no other purposes whatsoever without limiting the foregoing. TENANT agrees that LANDLORD may establish and amend from time to time reasonable Rules and Regulations regarding the use, operation and maintenance of the PREMISES and the complex housing same, and TENANT covenants to abide by all such Rules and Regulations that shall be now or hereafter in effect from time to time.

21.01 **Substitution of Hangar Space:** TENANT acknowledges that LANDLORD cannot guarantee that TENANT will have the same Hangar Space as its PREMISES every day. LANDLORD, however, shall retain the right to move, park and/or relocate the Aircraft to a new space within a hangar in the event that LANDLORD, in its sole discretion, determines that such a move is necessary or appropriate.

21.02 **Services Provided:** LANDLORD will provide the service of moving the Aircraft from the PREMISES onto the ramp area, and from the ramp area into the PREMISES. It is expressly agreed that TENANT shall have no right to perform the above services unless TENANT receives written permission from LANDLORD.

22. **COMPLIANCE WITH GOVERNMENTAL AND AIRPORT REGULATIONS.**

22.01 TENANT shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments or bureaus exercising jurisdiction over the leased PREMISES, including FAA regulations and rules and regulations of the applicable airport, and shall comply with all rules and regulations promulgated by LANDLORD of which TENANT is notified; including without limitation rules and procedures established for the safety and security of aircraft, crew and passengers in the event of an approaching storm, whether or not such storm is forecast to or actually reaches hurricane status. The TENANT acknowledges that pursuant to the terms of the PRIME LEASE, the PRIME LANDLORD reserves the right to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the PREMISES, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from or operating within the AIRPORT.

22.02 The TENANT expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the PREMISES to such a height so as to comply with Federal Aviation Administration Regulations, Part 77, as same may be amended from time to time. TENANT expressly agrees for itself, its successors and assigns to prevent any use of the PREMISES which would interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard.

23. **SAFE USE OF PREMISES.** TENANT agrees to make no unlawful, offensive or noxious use of the leased PREMISES. In addition, no explosives, firearms, volatile or flammable chemicals, or any other property which would materially increase the hazard of fire shall be stored on the leased PREMISES. In addition, TENANT shall not perform any aircraft fuel transferring, welding, torch cutting, torch soldering, doping, within the PREMISES pursuant to applicable NFPA guidelines. **Painting is strictly prohibited.** TENANT shall be solely

responsible for any and all fire inspection and/or other safety related inspection fees.

24. **EXCESS REFUSE.** TENANT shall reimburse LANDLORD for any charges incurred by LANDLORD in removing any excess refuse of TENANT or its guests or invitees, within ten (10) days after written notice by LANDLORD or, at LANDLORD'S option, to be exercised by written notice from LANDLORD to TENANT, TENANT shall procure at TENANT'S expense its own trash or refuse removal services.

25. **SUBORDINATION/ATTORNMEN TO PRIME LEASE AND TO MORTGAGES.**

25.01 **PRIME LEASE.** It is acknowledged that this is a sublease, and that LANDLORD has leased certain property ("PRIME LEASE"), which includes the PREMISES from the governmental authority ("PRIME LESSOR") which owns the Airport in which the PREMISES are located. This Lease shall be subordinate to LANDLORD'S PRIME LEASE and any amendments thereto. TENANT shall be bound by the terms and conditions of LANDLORD'S PRIME LEASE, and shall not do anything which will result in a default by LANDLORD under LANDLORD'S PRIME LEASE, and shall comply with all applicable provisions of LANDLORD'S PRIME LEASE and this lease shall be subject to the approval of the PRIME LESSOR.

25.02 **Mortgages.** This Lease is subject and subordinate to any and all mortgages which may now or hereafter affect the real property of which the PREMISES are located and to all renewals, modifications and extensions thereof. TENANT shall, upon request of LANDLORD, execute within five (5) business days, any subordination documents which LANDLORD or any mortgagee of the PREMISES may reasonably request, but no such documents shall be required to effectuate said subordination.

25.03 **ATTORNMEN.** TENANT agrees that in the event of a sale, transfer or assignment of LANDLORD'S interest in the PREMISES, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by LANDLORD encumbering the PREMISES, to attorn to and to recognize such transferee, purchaser or mortgagee as the LANDLORD under this LEASE.

26. **CONSTRUCTION OF LEASE.** All the provisions contained herein shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. In the event, at any future time, one or more of the provisions of this Lease shall be held to be void by any court of competent jurisdiction for any reason, such provision shall be deemed to be separable, and the remainder of this Lease shall be valid and in full force and effect.

27. **LANDLORD'S RIGHT TO ENTER PREMISES.** LANDLORD reserves the right to enter the PREMISES, without liability to TENANT, for routine inspections or for other purposes relating to the maintenance of the building in which the PREMISES is located, or, for any emergency or potentially hazardous conditions that may arise. If LANDLORD is not provided a key for the PREMISES and LANDLORD desires to enter the PREMISES, LANDLORD shall have the right to remove any lock installed by TENANT, and if LANDLORD replaces such lock, TENANT shall pay LANDLORD's cost of same. LANDLORD shall also have the right to exhibit the Premises upon reasonable notice of not less than twenty-four (24) hours to LANDLORD's lenders, and if within ninety (90) days of the end of a Term, to prospective tenants.

28. **TAXES.**

28.01 TENANT shall be responsible for all real estate taxes, if any, and for assessments and special assessments charged by any governmental authority against the PREMISES (as to the land and/or the improvements contained thereon from time to time) during the TERM, if any. In the event any taxes are required to be paid by applicable law in lieu of real estate taxes, then TENANT shall be responsible for paying same to LANDLORD in the same manner as provided herein as to real estate taxes. Such real estate taxes and assessments shall be due and payable by TENANT to LANDLORD within 10 days after written demand by LANDLORD, which demand will include a copy of the then current real estate tax bill or assessment. The amount of taxes payable by TENANT shall be prorated as to the first and last years of this Lease based upon the number of days during the respective calendar years in which this Lease is in effect. To the extent that this Lease terminates or expires prior to the time that the tax bill has been issued for that applicable calendar year, the parties will prorate the taxes as of the expiration or termination date based upon the prior year's tax bill, which will be subject to re-proration upon receipt of the actual tax bill for such year. This paragraph will survive the expiration or termination of this Lease.

28.02 Notwithstanding the preceding subparagraph, in the event that TENANT disputes any of the real estate taxes levied against the PREMISES, the LANDLORD shall permit TENANT to place in an escrow account to be held with a law firm mutually agreed upon by LANDLORD and TENANT, both acting reasonably, the amount of the taxes in dispute whereupon the TENANT may appeal any such assessment of taxes. LANDLORD shall cooperate with TENANT in so prosecuting such appeal provided same is done at no cost or expense to LANDLORD. In the event that TENANT wins any such appeal, then TENANT shall be permitted to immediately receive that portion of the funds being held in escrow which are the difference between the amount of the money escrowed and the adjusted amount of the taxes then due and owing. In the event TENANT is not successful in its appeal, then TENANT shall forthwith pay out of escrow all taxes then assessed plus any interest or penalties levied by the authorities thereon. Notwithstanding the foregoing, in the event that the holder of any mortgage encumbering the PRIME LEASE or this LEASE requires that the taxes be paid to the governmental authorities as a condition to proceeding with any such appeal, then TENANT shall be required to comply with such requirement in lieu of paying the escrowed funds to a law firm as provided in this Paragraph.

In the event TENANT is successful in any appeal and any refund is paid by the governmental authority in connection therewith, TENANT shall be entitled to receive such refund.

28.03 **Personal Property Taxes.** TENANT shall pay, prior to delinquency, all taxes assessed or levied upon its business operation, and upon its leasehold interest, trade fixtures, furnishings, equipment, and personal property of any kind owned, installed or used by TENANT in, on or upon the PREMISES, and all alterations, changes and additions thereto, including all leasehold intangible taxes assessed against the LEASE or the PREMISES.

28.04. **Sales Tax.** TENANT shall pay to LANDLORD, simultaneously with each TENANT PAYMENT, all applicable state and/or local sales, use or excise taxes required by law to be paid in connection with each TENANT PAYMENT.

29. **TIME OF THE ESSENCE.** Time shall be of the essence in connection with all terms and conditions set forth herein.

30. **FINAL AGREEMENT.** This Lease represents the entire agreement between the parties, and any other statements, conditions, representations or commitments are considered to be merged herein.

31. **SURVIVAL OF COVENANTS.** All portions of this Lease which may by necessity be required to be enforced by either party are enforceable beyond the date of the termination of this Lease.

32. **WAIVER.** The failure of either party to enforce any covenant or other provision of this Lease shall not constitute a waiver of the right to do so thereafter, nor shall the same give rise to any cause of action or defense on the part of the TENANT.

33. **MODIFICATION.** No modification of this Lease will be effective to vary any of the terms or provisions thereof unless the modification is in writing, referencing this Lease, and signed by both parties. A copy of any modification will be given to both parties.

34. **FAA REQUIREMENTS.** TENANT is aware that the Federal Aviation Administration regulates the use of airports. TENANT, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color or natural origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. LANDLORD is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct in enforcing this non-discrimination covenant. TENANT understands and agrees that the governmental authority owning the airport in which the PREMISES is located has reserved unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the PREMISES, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from, or operation of the airport. TENANT expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the PREMISES encompassed by this Lease to such a height so as to comply with Federal Aviation Regulations, Part 77. TENANT agrees for itself, its successors and assigns, to prevent any use of the PREMISES which would interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard.

35. **HAZARDOUS WASTE.**

35.01 TENANT agrees that it will comply with all environmental laws, whether local, state or federal, as same may be amended from time to time. Without limiting the foregoing, TENANT agrees that it will (i) give written notice to LANDLORD at least seven (7) days in advance of any production, generation, handling, storage, treatment, transportation, disposal, release or removal of "Hazardous Waste" (as defined below) from or on the PREMISES; (ii) not use or employ the PREMISES or any portion of the Land to handle, transport, store, treat or dispose of any Hazardous Waste, whether or not it was generated or produced on the PREMISES; (iii) defend, indemnify and hold LANDLORD harmless from and against any and all claim, damage, liability, expense or cost of any kind whatsoever, including, but not limited to, attorneys' fees and costs at all tribunal levels, which LANDLORD may suffer, incur or pay

resulting from or arising out of any act or omission of TENANT, or TENANT'S Agents, or any other person on the PREMISES under color of authority of TENANT, effecting the handling, storage, treatment, transportation, disposal, release or threat of release, or removal of Hazardous Waste from or on the PREMISES or any portion of the Land. Prior to TENANT producing, storing, and/or generating any Hazardous Waste from or on the PREMISES, TENANT shall obtain (and provide LANDLORD with evidence that it has obtained) environmental liability insurance naming LANDLORD and any mortgagee as additional insured. Such insurance shall be issued by a company with minimum limits of coverage satisfactory to LANDLORD.

35.02 The term "Hazardous Waste" shall include, without limitation, any toxic waste, chemical pollutant, solid waste, combination of solid waste, or similar environmental hazard, which, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause or significantly contribute to (i) an increase in mortality, (ii) an irreversible or incapacitating illness, or (iii) a substantial, present, or potential hazard to human health or the environment, when improperly treated, stored, transported or disposed, or otherwise managed, whether at such time of occurrence, it shall be deemed a violation of any Law.

35.03 It is expressly understood and agreed by TENANT that TENANT shall be fully responsible for the disposal of any and all waste oil consumed, produced and expended by TENANT. TENANT shall contract with an authorized oil disposal company and shall not utilize LANDLORD'S property, tanks or equipment for disposing of any waste oil.

35.04 The obligations of TENANT, as well as the foregoing indemnity in connection with this Paragraph, shall survive the expiration or earlier termination of this Lease, anything herein to the contrary notwithstanding.

36. **EXCLUSIVE FUELING RIGHTS.** LANDLORD has the exclusive fueling rights for the PREMISES. TENANT agrees to purchase all of its aviation fuel for the aircraft listed in Paragraph 1.02 from LANDLORD, and from no other source, while operating at the Airport. Under no conditions can any fuel truck(s) other than LANDLORD's be invited or permitted on the PREMISES.

37. **NO WAIVER.** No waiver of any breach of any covenant or condition or agreement of this lease shall be construed or operate as a waiver of subsequent or prior adherence to or performance of the covenant, condition or agreement of this Lease or any future or continuing breach thereof.

38. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from the county public health unit.

39. **LITIGATION VENUE/APPLICABLE LAW.** This LEASE shall be governed and construed only in accordance with the laws of the State of Florida. The parties agree that sole and exclusive venue for purposes of any litigation arising out of or related to this LEASE shall be only in Palm Beach County, Florida. The prevailing party in any litigation arising out of or related to this Lease shall be entitled to its reasonably incurred attorneys' fees and costs. In the event of

a counter-claim, the prevailing party shall be the party receiving the higher monetary award. TENANT HEREBY VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY.

40. RIGHTS OF AND ON TERMINATION.

40.01 LANDLORD shall have the right to terminate this Lease as follows:

(1) Upon ten (10) days' prior written notice to TENANT in the event of the breach by TENANT of any provision of this Lease, including non-payment of rent, when TENANT shall have failed to comply within twenty (20) days after the giving by LANDLORD to TENANT of a written demand for rent or correction of any other breach by TENANT of one or more provisions of this Lease.

(2) Forthwith by written notice to TENANT in the event of termination for any cause of LANDLORD's PRIME LEASE of the tract upon which PREMISES are situated.

(3) Forthwith by written notice in the event TENANT shall become insolvent, or if bankruptcy proceedings shall be commenced by or against the TENANT, or if a Receiver or Trustee shall be appointed for the TENANT.

(4) Without cause at the end of the Initial Term or any Renewal Term, if any, by giving TENANT written notice sixty (60) days prior to the end of such Term.

40.02 TENANT shall have the right to terminate this Agreement as follows:

(1) By giving thirty (30) days' prior written notice of termination to LANDLORD in the event that the use of the Airport for the operations of any aircraft owned by or leased to TENANT and based at the PREMISES or employed by TENANT, shall be prohibited by any competent governmental authority.

(2) By giving ten (10) days' prior written notice of termination to LANDLORD in the event that the whole or any material part of the PREMISES shall be condemned, seized, or appropriated for any reason by any competent governmental authority.

(3) By giving thirty (30) days' prior written notice of termination to LANDLORD in the event that TENANT shall effect a bona fide sale of all of its Aircraft based at the Airport and for the servicing or storage of which the PREMISES are employed by TENANT; without option to repurchase; shall lease all of its said aircraft to third parties other than subsidiaries and/or affiliates of TENANT and for a term or terms of one (1) year or more; or shall effect such other disposition as shall constitute a complete alienation of its title to such aircraft, or, in the event that all of TENANT'S aircraft shall be destroyed or damaged to an extent making the repair thereof economically impracticable.

(4) By the giving of sixty (60) days' prior written notice to LANDLORD


not later than thirty (30) days after the giving by LANDLORD to TENANT of any notice of an increase, decrease, or change of LANDLORD'S storage rates.

(5) Without cause at the end of the Initial Term or any Renewal Term, if any, by giving LANDLORD written notice sixty (60) days prior to the end of such Term.

40.03 If the TENANT shall fail to remove all of its effects from said PREMISES upon the termination of this Agreement for any cause herein provided, LANDLORD may, at its option, remove the same in any reasonable manner that LANDLORD shall choose, and store said effects without liability to the TENANT for loss or damage thereof, and the TENANT agrees to pay LANDLORD on demand any and all expenses incurred in such removal, including court costs and attorney's fees, and storage charges on such effects for any length of time the same shall be in LANDLORD's possession as determined by a Court of competent jurisdiction, or LANDLORD may, at its option, without notice, sell said effects, or any of the same, at private sale and without legal process, for such price as LANDLORD may obtain and apply the proceeds of such sale to any amount due under this Agreement, from the TENANT to LANDLORD and to the expense incident to the removal and sale of said effects. Any excess proceeds from such sale shall be held by LANDLORD in trust for TENANT for a period of six months, after which, if unclaimed by TENANT any such excess funds, and any interest thereon, shall become the sole and exclusive property of LANDLORD.

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

WITNESSES:


(Name) Tony Sharbert

(Name) _____

(Name) _____

(Name) _____

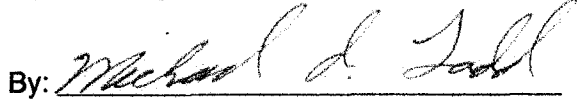
LANDLORD:

GALAXY AVIATION OF PALM BEACH, INC.

By: 
BRIAN RENS

TENANT:

Agilis Management, Inc.

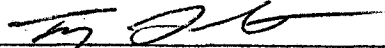
By: 
Michael D. Todd

MEMORANDUM OF LEASE

Galaxy Aviation of Palm Beach, Inc. ("Landlord") and Agilis Management, Inc. ("Tenant") entered into that certain Lease dated March 21, 2007 ("Lease") for the leased premises described as Suite # 206 in the hangar building #1625A and a portion of a hangar building located at 3800 Southern Boulevard, West Palm Beach, Florida 33406. The Landlord and Tenant hereby confirm the following terms of the Lease to be as follows:

1. Rent During Initial Term (Subject to Par. 4): \$2,300.00 per month, plus sales tax.
2. Security Deposit: \$2,300.00.
3. Term: The initial term of this Lease shall be as set forth in Paragraph 1.04 of the Lease. Tenant shall have the right to the number of renewal terms set forth in Paragraph 1.07 of the Lease. Each renewal term shall commence at the end of the previous term. It shall be a condition to Tenant's right to any renewal term that Tenant not be in default at any time, and if Tenant is in default, then at Landlord's election Tenant shall forfeit its right to the renewal term and to any subsequent renewal terms. In addition, Tenant shall be subject to the terms of Paragraph 20 "Habitual Default" of the Lease. All of the terms of this Lease except as to rent shall automatically apply to each renewal term.
4. Rent Charges: During the initial term of this Lease, Tenant shall pay Landlord rent as set forth in Paragraph 1 of this Memorandum, in equal monthly installments in advance on the first day of each month without demand or set off whatsoever. If the commencement date is not the first day of the month, then the rent for the first partial month shall be prorated accordingly. In addition to monthly rent, Tenant will pay all applicable Florida sales tax on rentals. During any renewal term, the rent will be increased to the then prevailing rental charged by Landlord for similar premises. The Landlord shall notify Tenant of the rent increase not less than thirty (30) days prior to the end of the initial term or any renewal term. The charge set forth in Paragraph 1.05 of the Lease will be added to all rents received and accepted after the 5th day of the month, and for all checks which are not honored.

WITNESSES:



 (Name) Tony Sherbert

 (Name) _____

 (Name) _____

 (Name) _____

LANDLORD:

GALAXY AVIATION OF PALM BEACH, INC.

By: 

Brian Rems

TENANT:
AGILIS MANAGEMENT, INC.

By: 

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with **Galaxy Aviation of Palm Beach, Inc.**, the "LESSEE", dated October 18, 2000, ^{as amended,} hereby consents to LESSEE entering into a Space Use Permit ("Sublease") with Challenger Management, LLC, the "SUBLESSEE", dated March 1, 2006, for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Lease Agreement.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

APR 11 2006

APPROVED this 11th day of April, 2006, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: *[Signature]*
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: *[Signature]*
County Attorney

RECEIVED
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BLDG. 848, P.B.I.A.

(SUBLEASE) LEASE SUMMARY

Lessor: Galaxy Aviation of Palm Beach, Inc.

Lessee: Challenger Management, LLC.

Effective: March 1, 2006 to February 28, 2007 (the Planned Termination Date).

Leased Area: Office space at 3800 Southern Blvd., Suite 111, West Palm Beach, FL. 33406.

Type of Business: Private Aircraft Crew Office

Rights and Uses: Per permit submitted to DOA from Galaxy Aviation, Lessee will use office space for administration and storage purposes associated with aircraft crew.

Date Business Lease Submitted For Consent: March 5, 2006.

Airport Manager Consent

ATL 3/30/06

APR 11 2006

SPACE USE PERMIT

GALAXY AVIATION OF PALM BEACH, INC., a Florida Corporation, (hereinafter "Galaxy"), by its execution hereof, hereby authorizes the following person or entity, hereinafter referred to as "Permittee", to conduct business and/or occupy space at the Palm Beach International Airport, (hereinafter, "the Airport") for the purpose or purposes and on the terms and conditions hereinafter stated.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. Permittee. The name, address and telephone number of the permittee hereunder are as follows:

Challenger Management LLC
Address: 3800 Southern Blvd, Suite 111
West Palm Beach, FL 33406

Telephone: TBD

2. Business to be Conducted. Permittee shall have the right to occupy office and /or storage space (hereinafter, "the Space") as outlined below. The Space shall be utilized solely and exclusively for administration and storage purposes respectively.

3. Representation and Warranty. Galaxy represents and warrants to Permittee that:

- a. Galaxy is authorized to operate at the Airport and to enter into this Permit, subject to Airport approval of this permit.
- b. Galaxy has full legal right to occupy the Space.
- c. This Permit does not breach any agreement between Galaxy and the Airport, or any law, rule or regulation.

4. Space to be Occupied. Galaxy grants unto the Permittee and Permittee is authorized to use the following Space at the Airport:

Space/square footage

Rent

Suite 111
in main terminal located at:

\$500.00 per
month.

3800 Southern Boulevard,
West Palm Beach, Fl 33406

5. Term. This Permit is effective as a 12-month lease commencing on March 1, 2006. Both parties have the right to terminate this lease by giving the other a thirty (30) day written notice of termination.

6. Consideration. In consideration for the rights granted hereunder by Galaxy, Permittee hereby agrees to pay to Galaxy without demand, on the first (1st) day of each calendar month during the term hereof, in advance, without set-off or deduction, the following sum or sums, plus any and all airport fees or charges and any and all sales or use taxes due thereon:

- a. Monthly Rent Schedule: \$500.00 (exclusive of all airport fees)
- b. Airport fees or charges, sales and use taxes will be the most current ones applicable at the time of each monthly rental payment
- c. In the event that the term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month, the consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

7. Insurance. Permittee shall obtain, from a financially solvent insurance carrier, the following types and minimum amounts of insurance:

- a. Worker's Compensation - per statutory coverage as prescribed by the State.
- b. Comprehensive General Liability - \$1,000,000
- c. All-Risk Property Insurance - Coverage Commensurate with value of space contents, equipment, and parts.
- d. Automobile Liability - \$5,000,000
- e. All such required insurance, except Workers'

Compensation, shall name Galaxy and the Airport as additional insured's. All Insurance, which provides at least thirty (30) days advance, written notice of any cancellation or changes adverse to the interests of Galaxy or Permittee. Permittee agrees to furnish certificates evidencing such insurance described herein to Galaxy within thirty (30) days of occupying the aforementioned premises at the address stated herein. It is further agreed that the insurance policies of the Permittee, for the coverage's described herein, shall respond on a primary basis.

- f. Permittee and its insurance carrier agree to waive any and all rights of subrogation in favor of Galaxy, except where damage results from the gross negligence or willful misconduct of Galaxy.
- g. If Permittee's activities in conjunction with the use of the Space require vehicle and/or support equipment access to the Airport Operations Area (AOA), Permittee shall further be required to increase Comprehensive Automobile Liability coverage in an amount not less than Five Million Dollars (\$5,000,000.00). Such determination shall be made by Galaxy.

NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, FOR PURPOSES OF THIS PERMIT, PERMITTEE ACKNOWLEDGES THAT HIS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE HE MAINTAINS, NOR TO THE LIMIT REQUIRED HEREIN.

8. Indemnification/Force Majeure. Permittee agrees to indemnify, defend and hold harmless Galaxy, its officers, agents and employees from and against any and all liabilities, damages, business interruptions, delays, losses, claims, or judgments, of any kind whatsoever, including all cost, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Galaxy by reason of any loss of or damage to any property or injury to or death of any person arising out or by reason of any breach violation or non-performance by Permittee or its servants,

employees or agents of any covenant or condition of this Permit or by any act or failure to act or negligence of those persons.

9. Disclaimer of Liability. THE PARTIES HEREBY AGREE THAT UNDER

NO CIRCUMSTANCES SHALL GALAXY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS. GALAXY AGREES TO ASSUME LIABILITY FOR ANY DIRECT DAMAGES CAUSED BY THE NEGLIGENCE OF ITS EMPLOYEES.

10. Condition of Premises. Permittee shall accept the space in its condition "as is" on the first day of use without any liability or obligation on the part of Galaxy to make any alterations, improvements or repairs of any kind on or about said space unless mutually agreed to.

11. Alterations. Permittee covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Space without the prior written approval of Galaxy, such consent shall not be unreasonably withheld. All fixtures installed in the Space by the Permittee and all additions and improvements made to the Space by the Permittee shall become Galaxy's property and shall remain in the Space at the termination of this Permit, however terminated, without compensation or payment to Permittee.

12. Security Deposit. The amount of the security Deposit to be held by Galaxy shall be a sum equal to the first one (1) full month rental payments required from the effective date hereof.

13. Assignment. This Permit shall not be assignable by Permittee unless approved in advance in writing by Galaxy, such approval to be at the sole discretion of Galaxy.

14. Default. Galaxy may terminate this Permit in the event of nonpayment by Permittee of any installment of rent, or of any taxes, utility charges, or any other payments herein required, in accordance with the provisions of this Permit, or if the Space occupied is abandoned or vacated by permittee during the term of this Permit. Additionally, Permittee shall comply with all requirements which are imposed on Galaxy by any governmental authority which relate to or regard the space occupied by permittee. Any violation of or noncompliance with the terms and provisions of this Permit shall constitute a default in which case Galaxy shall have the right to terminate this Permit.

15. Approval and Authority. This Permit is subject to and conditioned upon the prior written approval of the Palm Beach International Airport and subject to the terms and conditions of the lease between Galaxy and the Department of Airports.

16. Governing Law. This Permit shall be construed in accordance with the laws of the State of Florida.

17. Relationship of Parties. The relationship between the parties shall be that of Permitter and Permittee. Neither party shall be considered the partner, joint venturer, agent, fiduciary, bailee, or trustee of the other, and neither party shall be responsible for the acts or omissions of the other.

18. Remedies Cumulative: The rights and remedies with respect to any of the terms and conditions of this Permit shall be cumulative and not exclusive and shall be in addition to all other rights and remedies. The waiver by either party of any covenant or condition of this Permit shall not preclude such party from demanding performance thereafter in accordance with the terms hereof.

19. Notices. Any notice given by one party to the other in connection with this Permit shall be in writing and shall be sent by certified or registered mail, return receipt requested:

If to Galaxy, addressed to:

Galaxy Aviation of Palm Beach, Inc.
3800 Southern Blvd.
West Palm Beach, Florida 33406

and copy to:

Richard H. Breslow, Esquire
1900 Glades Road, Suite 401
Boca Raton, Florida 33431

If to Permittee:

And copy to:

Notice shall be deemed to have been given on the date of receipt as shown on the return receipt.

21. Integration. This Permit constitutes the entire Agreement between the parties and, as of its effective date, supersedes all prior independent agreements between the parties related to the use of the Space at the Airport. Any change or modification hereof must be in writing and signed by both parties.

22. Successors Bound. Except as otherwise provided herein, this Permit shall be binding and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

23. Environmental Removal and Disposal. Permittee shall be responsible for the proper removal and disposal of all regulated substances as defined by State and Federal Regulation (whichever is applicable) generated by Permittee as a result of Permittee's activities on the Space. Such removal and disposal shall include, but not be limited to Permittee's assigned Environmental Protection Agency Identification Number and ensuring that removal of such regulated materials from the Space and Galaxy's leasehold is accomplished in accordance with Airport, local state and federal guidelines. Additionally, environmental contamination which impacts the Space as a result of permittee's improper storage or handling, or leakage of any of Permittee's stored regulated substances on the Space, shall be the sole responsibility of Permittee. Permittee shall also be responsible for the safe and proper removal of all regulated substances generated by Permittee as a result of Permittee's activities on the Space, from the Space following the termination of the Space Use Permit.

24. Environmental Indemnification. Permittee shall indemnify and save harmless Galaxy and the Airport from and against any and all environmental claims, liabilities, damages or losses, including but not limited to any penalty or fine imposed by and governmental agency and the expense of cleaning up or disposing of any such hazardous waste or materials, but only when which claims, liabilities, etc. stem from the Permittee's use and occupancy of the Space from Permittee's initial date of occupancy. Permittee shall have no responsibility for any retroactive claims and type of environmental claims which preceded Permittee's occupancy.

25. Utilities. Galaxy shall assess Permittee charges covering utilities consumed at Office Space of the Permittee equal to Permittee's prorata percentage of the total Building. Permittee shall be invoiced on a monthly or quarterly basis, and such invoice shall be due an payable immediately upon receipt by Permittee. Notwithstanding the above, the Permittee shall not be required to pay the utilities associated with the Hangar space.

26. Effective Date. The Effective date of this Permit is the date that the last party hereto executes this Permit.

27. Structural Repairs. Galaxy shall be responsible for structural repairs to the leased premises unless the damage is caused by the negligence or willful misconduct of the Permittee, its agents, servants or employees.

28. Quiet Enjoyment. As long as the Permittee is not in default of the terms and conditions of this Permit, the permittee shall be entitled to the quiet enjoyment of its leased premises.

In witness whereof, the parties have executed this Permit as of the day and year first above written.

Galaxy Aviation of Palm Beach, Inc.

by: *[Signature]*

GREG BRUNK
(Print Name)

MANAGER, OPERATIONS
(Title)

Dated: 3/27/06

Challenger Management LLC

By: *[Signature]*

RICK VOLOSIN
(Print Name)

CHIEF PILOT
(Title)

Dated: 27 MAR 2006

GALAXY AVIATION

File

March 5, 2006

Thomas Stewart
Director of Properties
Palm Beach International Airport
Building 846
West Palm Beach, FL 33406

RECEIVED
2006 MAR -6 AM 11:35
DEPT. OF AIRPORTS
BLDG. 846, PBIA

Re: Request for Consent to Sublease by Galaxy Aviation of Palm Beach, Inc. (Tenant)

The attached Sublease/Space Use Permit is submitted for your approval. Please note that our Sublease is intended to be used for office Suite 111, Main Terminal, 3800 Southern Blvd.

Sublease summary is as follows:

Sublessee: Challenger Management LLC

Effective: March 1, 2006

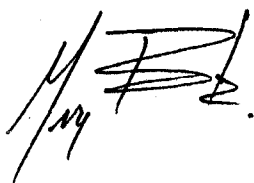
Type of Business: Private Aircraft crew office

Purpose of Sublease: Same

Please advise if you need any additional information. Thank you in advance for your assistance.

*3/14/6
6-119 will Forward
when He gets IT
Back signed.
H.*

Sincerely,



Greg Brunk
Manager, Operations

*3-6-06
Left voicemail
saying "no lease attached"
RB*

GALAXY AVIATION OF PALM BEACH, INC.

3800 Southern Boulevard • West Palm Beach, FL 33406 • 561•683•4121 • Fax 561•697•3120



CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with **Signature Flight Support-Palm Beach, Inc.**, the "LESSEE", dated September 30, 2004, hereby consents to LESSEE entering into a ~~Space Use Permit~~ ^{that certain First Amendment to Sublease} ("Sublease") with **General Dynamics Aviation Services Corporation**, the "SUBLESSEE", dated **January 31, 2006**, for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Lease Agreement.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

APPROVED this 11th day of April, 2006, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: 
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: 
County Attorney

AMENDMENT NO. 1 TO SUBLEASE

THIS AMENDMENT NO. 1 TO SUBLEASE is made as of the 31st day of January, 2006, by and between **SIGNATURE FLIGHT SUPPORT – PALM BEACH, INC.**, a Florida corporation, (“Signature”) having its principal place of business at 201 South Orange Avenue, Suite 1100S, Orlando, Florida 32801, and **GENERAL DYNAMICS AVIATION SERVICES CORPORATION**, a Delaware corporation, (“Sublessee”) having a mailing address at 500 Gulfstream Road, Savannah, Georgia 31407. For purposes of this Amendment, Signature and Sublessee may from time to time be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, Signature and Sublessee entered into a Sublease on January 10, 2001, and effective on February 15, 2001, (the “Sublease”), whereby Signature leased certain premises described in the Sublease to Gulfstream (the “Leased Premises”) at Palm Beach International Airport (PBI);

WHEREAS, the Leased Premises is as follows: a portion of the premises leased to Sublessor pursuant to the Master Lease, which portion consists of Hangar C [note: the Sublease refers to this as Hangar #3], Building 1500-C (approximately 14,500 sq. ft.) along with adjacent office/shop space of (approximately 4,880 sq. ft.) and Hangar D, Building 1500-D (approximately 34,415) of hangar/office/shop space; and,

WHEREAS, Signature and Sublessee desire to amend the Sublease as set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS

1. Acknowledgements. The foregoing recitals are acknowledged to be accurate and are hereby incorporated by reference.

2. Capitalized Terms. Capitalized terms used in this Amendment and not defined herein shall have the meanings given to such terms in the Sublease and Subsequent Amendments.

3. Paragraph 3.01 of the Sublease is deleted in its entirety.

4. Paragraph 3.02 of the Sublease is hereby amended and restated in its entirety, as follows:

Renewal Options. The first five-year Renewal Option has been exercised

by Sublessee and shall begin February 16, 2006 and end February 15, 2011.

Provided Sublessee is not in default under this Sublease after any applicable notice and cure period, Sublessee shall have the right to extend this Sublease beyond this, the first Renewal Option ("Renewal Options"), for successive five (5)-year terms until the last day of the term of the Master Lease. If, at the end of the expiration of the original or any subsequent Renewal Option, Sublessee is in default under this Sublease after any applicable notice and cure period, any further Renewal Options shall be null and void. Except as otherwise specified herein, all the terms, covenants, and provisions of the Master Lease (relating to the Leased Premises), the Sublease, and this Amendment shall apply to all extended Sublease terms. Sublessee must exercise its Renewal Options to extend this Sublease by giving to Sublessor written notice of its intention to do so not later than one hundred eighty (180) days prior to the expiration of the then current term.

5. Paragraph 4.01 - Base Rental of the Sublease is amended and restated in its entirety, as follows:

4.01 - Base Rental. As Base Rent for the Leased Premises at Palm Beach International Airport (PBI), Sublessee shall pay an annual rental to Sublessor of Three Hundred Seventy Four Thousand Six Hundred Seventy Six Dollars (\$374,676) payable in monthly installments (hereinafter referred to as "Base Rental") commencing February 16, 2006, except for the first month of the Initial Term (for the first month of the term, the Base Rental shall be apportioned for the number of days of occupancy by the Sublessee):

Monthly Base Rental -- Thirty One Thousand Two Hundred Twenty Three Dollars (\$31,223).

In addition to the Base Rent, Sublessee shall pay the following as "Additional Rent":

6. Paragraph 4.01(f) - Increase of Base Rental -- is amended and restated in its entirety, as follows:

The Parties mutually agree that the annual rental increase shall be at the rate of two and one half percent (2.5%) for the Leased Premises. The first annual rental increase shall be effective February 16, 2007.

7. All terms and conditions of the Sublease not inconsistent with these modifications remain in full force and effect.

8. Except as and to the extent amended by this Amendment, the Sublease and all of the terms, conditions and provisions of each thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed,

ratified and confirmed and shall remain in full force and effect.

9. The effectiveness of this Amendment is conditioned upon Master Lessor consenting to the same by executing the attached Consent to Amendment within thirty (30) days after the date a fully executed copy of this Amendment is delivered to Master Lessor.

10. In the event of any conflict or inconsistency between the provisions of the Sublease and the provisions of this Amendment, the provisions of this Amendment shall govern and control.

11. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

12. This Amendment shall be governed by and construed under the laws of the State of Florida.

13. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall together constitute but one and the same instrument.

14. If any term, provision or condition of this Amendment shall, to any extent, be finally adjudicated to be invalid or unenforceable, the remainder of this Amendment (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is finally adjudicated to be invalid or unenforceable) shall not be affected hereby and each and any other term, provision and condition of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

15. No modification or amendment of or waiver under the Sublease or this Amendment shall be binding upon Sublessor or Sublessee unless in writing signed by Sublessor and Sublessee.

16. Time is of the essence of this Amendment and each and all of its provisions.

17. Each party represents and warrants to the other that it has had no dealings with any broker or agent in connection with this Amendment and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Amendment or the negotiation thereof on behalf of such party.

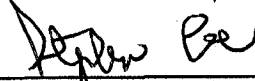
18. IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first written above.

ATTEST:



By: Joseph I. Goldstein
Its: Vice President & General Counsel

(SIGNATURE)
SIGNATURE FLIGHT SUPPORT
- PALM BEACH, INC.



By: Stephen W. Lee
Its: Senior VP & CFO

APPROVED AS TO FORM:


11/18/06

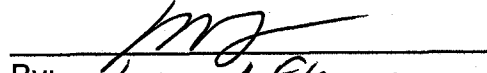
LEGAL DEPT.

ATTEST:



By: IRA P. BERMAN
Its: Secretary

(SUBLESSEE)
GENERAL DYNAMICS
AVIATION SERVICES
CORPORATION


By: Larry A. Flynn
Its: President

Airport Consent

Palm Beach County Airport hereby consents to the foregoing Amendment.

Dated: _____, _____, 2006

Palm Beach County Airport

By: _____

Name: _____

Title: _____

CONSENT TO PERMIT

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with **Signature Flight Support**, the "LESSEE", dated **July 8, 1986**, hereby consents to LESSEE's entering into a **Space Use Permit** ("Permit") with **Norman Aircraft Leasing, Inc.**, the "PERMITTEE", dated **December 1, 1998**, for the use of certain premises contained within the leasehold of LESSEE under the Lease.

Notwithstanding any provision of the Permit to the contrary, the COUNTY hereby rejects any such provision in the Permit, if any, which gives a greater right to the PERMITTEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Permit which purports to give the PERMITTEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Agreement shall automatically terminate any use of the premises. In giving its consent to use the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Permit.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

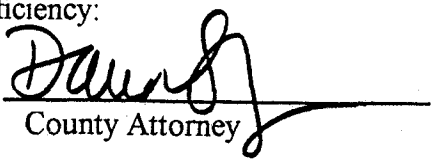
APPROVED this 2nd day of February, 1999, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By:


Title: Director of Airports

Approved as to Form and Legal
Sufficiency:

By:


County Attorney

HANGAR AND OFFICE/SPACE USE PERMIT

between

SIGNATURE FLIGHT SUPPORT - PALM BEACH , INC.

and

NORMAN AIRCRAFT LEASING, INC.

covering

Palm Beach International Airport
West Palm Beach, Florida

effective

December 1, 1998

Origination: 12/12/95

Hangar Deck Space: \$ 3,060.00

Office/Storage Space: \$ 775.00

(exclusive of all applicable Airport fees)

Airport fees or charges, sales and use taxes shall be the prevailing fees, charges and/or taxes applicable at the time of each monthly rental payment.

In the event that the term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month, the consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

In the event payment is not effected by the Owner with ten (10) calendar days from the applicable monthly due date, Signature reserves the right to impose a late payment fee of one and one-half percent (1.5%) per month of the outstanding balance which shall be added to the amount due and owing to Signature. The assessment of late charges by Signature or the payment of same by Owner shall not in any manner prejudice or diminish the rights of Signature as set forth in Article 19.

3b. Security Deposit. PROVISION DELETED.

4. Property Rights Not Created. Nothing in this Permit shall be construed or deemed to constitute a grant of an interest in real property or to convey an estate or to vest property rights in the Owner. Nor shall this Permit or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust, or fiduciary relationship between Signature and Owner. Any use by Owner of the Hangar Space shall be in common with Signature, its agents, customers and invitees.

5a. Services Provided and Permitted. Signature shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation by Owner of its Aircraft business in the Space. Signature shall be responsible for and shall maintain and repair the Hangar's foundation, structure, roof, mechanical systems and other related equipment, systems and facilities. Signature shall put, keep and maintain all portions of the Space, hallways and other related facilities in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions. Signature shall provide all necessary utilities, excepting telephone and all other communication equipment to the Space, including sufficient heat and air conditioning systems to maintain the temperature at a comfortable, proper level.

Owner shall be liable for any and all expenses reasonably incurred by Signature for any maintenance, repair or replacement required to be performed which result from the negligence or fault of Owner or Owner's agents, servants, officers, directors, employees or invitees.

Signature shall provide sufficient personnel assigned to the Hangar Space area to assure the movement of the Aircraft, as reasonably requested by Owner, into and out of the Hangar area and the movement of the Aircraft into the ramp area as needed by Owner. Signature shall utilize its best and most diligent efforts to position the Aircraft on the ramp as soon as possible following notification

failure to comply and adhere to any and all Federal, State, County or Airport regulation in effect as of the effective date of this Permit or promulgated and revised from time to time thereafter.

6a. Environmental Removal and Disposal. Owner shall be responsible for the proper removal and disposal of all regulated substances as defined by State and Federal Regulation (whichever is applicable) generated by Owner as a result of Owner's activities in, on and from the Space. Such removal and disposal shall include, but not be limited to Owner's manifesting such regulated substances under Owner's assigned Environmental Protection Agency Identification Number and ensuring that removal of such regulated materials from the Space and Signature's leasehold is accomplished in accordance with Airport, local, State and Federal guidelines. Additionally, environmental contamination which impacts the Space as a result of Owner's improper handling, leakage, disposal or release of any regulated substances while utilizing the Space, shall be the sole responsibility of Owner. Owner shall also be responsible for the safe and proper removal of all regulated substances it generates in conjunction with its use and occupancy of the Space upon termination of this Permit.

6b. Environmental Indemnification. Owner shall indemnify and save harmless Signature, its officers, directors, agents and employees and the Airport from and against any and all environmental claims, liabilities, fines, penalties, damages or losses, including but not limited to any penalty or fine imposed by a governmental agency and the expense of cleaning up or disposing of any such hazardous waste or materials, but only when such claims, liabilities, etc. stem from the Owner's use of the Space, commensurate with Owner's initial date of such use. Owner shall have no responsibility for any retroactive claims and liabilities and/or latent claims or liability including any type of environmental claims which preceded Owner's initial date of use. For purposes of this Article, the parties mutually agree Owner's initial date of use was on or about December 1, 1998.

7. Use of the Hangar Space by Signature. Signature warrants and represents to Owner that any contemplated use of the Hangar Space by Signature during those times when Owner's Aircraft is away from the Airport would be for the sole purpose of transient aircraft storage, which Owner hereby consents to.

Signature shall prohibit any transient aircraft flight crew whose aircraft is being temporarily stored within the Hangar Space from utilizing or accessing those areas of the Hangar which are occupied and/or rented to Owner, as well as those office or storage areas rented to other owners, whom occupy the Hangar on a contractual basis. Such prohibition shall include all common areas of the Hangar, other than the Hangar Space area and immediate vicinity.

In the event aircraft and/or property damage or injury occurs as a result of Signature's usage of the Hangar Space for transient aircraft storage, Signature agrees to indemnify and hold harmless Owner from all claims or suits which may arise from such transient aircraft storage, provided Owner's negligence does not contribute to the cause of such an act or omission.

8. Master Lease. It is expressly understood and agreed that if the lease or operating authorization between the Airport and Signature ("Master Lease") covering the Space and adjacent areas or Signature's rights to conduct business, is terminated, canceled or abated as to any portion of the Space and their related areas, such termination, cancellation or abatement will operate as a cancellation of this Permit, and Signature will be relieved of liability for any and all damages Owner may sustain as a result thereof. Signature will promptly advise Owner in writing of such termination, cancellation or abatement. Owner agrees to abide by all applicable governmental laws, rules and

f. Automobile Liability Insurance, to a minimum limit of Five Hundred Thousand Dollars (\$500,000.00) per occurrence for all Owner's owned, non-owned and for-hire vehicles.

If Owner's activities in conjunction with the use of the Hangar Space require vehicle and/or support equipment access to the Airport's Aircraft Operations Area (AOA), Owner shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than One Million Dollars (\$1,000,000.00). Such determination shall be made by Signature.

Additionally, it is understood that Owner's liability extends beyond the Hangar and its immediate surrounding environment to encompass all of Owner's acts or omissions while operating on the AOA and Signature's entire leasehold. All such required insurance, excepting Worker's Compensation, shall name Signature and the Airport as additional insureds. It is further agreed that the insurance policies of the Owner, for the coverages described herein, shall respond on a primary basis.

Owner and its insurance carrier(s) agree to waive any and all rights of subrogation in favor of Signature, except where damage results from the gross negligence or willful misconduct of Signature.

NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, FOR PURPOSES OF THIS PERMIT, OWNER ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMIT REQUIRED HEREIN.

During the term of this Permit, Signature shall maintain, at its own expense, liability insurance, Hangarkeeper's insurance, fire insurance with extended coverage and other insurance on the Space with coverage and in amounts not less than those which are from time to time acceptable to a prudent owner/lessor in the areas in which the Hangar and Office Space are located, provided, however, that such liability coverage shall not be less than that required of Owner during the term of this Permit. A certificate of insurance detailing Signature's prevailing comprehensive general liability coverage is attached to this Permit as Exhibit A.

Insurance requirements of Signature and Owner shall provide for thirty (30) days written notice to Signature and Owner, as the case may be, of any material change, cancellation or nonrenewal of said policies and each party shall provide the other a Certificate of Insurance evidencing the coverages required herein.

13. Indemnity/Force Majeure.

13a. Indemnification By Owner. Subject to the provisions of Article 14, Owner agrees to indemnify, defend and hold harmless Signature, the Airport and their respective officers, directors, agents, tenants, customers, contractors, subcontractors, invitees, guests and employees from and against any and all liabilities, damages, losses, claims, suits, fines, penalties or judgments, of any kind whatsoever (including those arising from third parties, such as, but not limited to, the Aircraft Owners, either individually or collectively), including all costs, reasonable attorneys' fees and expenses incidental thereto (hereinafter collectively referred to as, "Damages"), which may be suffered by or charged to Signature by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Owner or its officers, directors, agents, contractors, subcontractors, invitees, guests and employees of any

under this Permit, the prevailing party shall pay to the other reasonable attorneys' fees in addition to any other damages recoverable in such action.

16. Taxes, Assessments and Fees. Owner shall be solely responsible for the payment of all taxes, assessments, license fees, or other charges that may be levied or assessed during the term of this Permit upon or against any personal property or equipment located within or on the Space which is owned by, leased to or in the care, custody and control of Owner.

17. Governing Law. This Permit shall be construed in accordance with the laws of the State where the Space is located.

18. Relationship of Parties: Independent Contractor. The relationship between Signature and Owner shall be that of permitor and permittee. Signature and Owner shall act at all times as independent contractors and nothing contained herein shall be construed to create the relationship of principal and agent nor employer and employee. Additionally, neither party shall be considered the partner, joint venturer, agent, fiduciary, bailee, or trustee of the other, and neither party shall be responsible for the acts or omissions of the other.

19. Remedies Cumulative; Waiver. The rights and remedies with respect to any of the terms and conditions of this Permit shall be cumulative and not exclusive and shall be in addition to all other rights and remedies. The waiver by either party of any covenant or condition of this Permit shall not preclude such party from demanding performance thereafter in accordance with the terms hereof.

20. Notices. Any notice given by one party to the other in connection with this Permit shall be in writing and shall be sent by certified or registered mail, return receipt requested:

(1) If to Signature, addressed to:

Signature Flight Support - Palm Beach, Inc.
Attention: General Manager
1500 Perimeter Road
West Palm Beach, Florida 33406

--and--

Signature Flight Support Corporation
Attention: Contracts Manager
Signature Plaza
201 South Orange Avenue, Suite 1100
Orlando, Florida 32801

(2) If to Owner, addressed to:

Norman Aircraft Leasing Inc.
c/o Great White Shark Enterprises, Inc.
Attention: Mr. Paul B. Erickson, Vice President & General Counsel
501 North A1A
Jupiter, Florida 33477

SIGNATURE FLIGHT SUPPORT CORPORATION
 VENDOR RELEASE AND INDEMNIFICATION
 FOR LEASEHOLD VEHICLE ACCESS AND PERFORMANCE OF SERVICES
 AT
 PALM BEACH INTERNATIONAL AIRPORT
 WEST PALM BEACH, FLORIDA

SIGNATURE FLIGHT SUPPORT CORPORATION, a Delaware corporation, (hereinafter, "Signature"), which maintains a fixed base operation (hereinafter "FBO") at Palm Beach International Airport, West Palm Beach, Florida (hereinafter "Airport"), by its execution hereof, hereby authorizes the following vendor (claiming as an individual, partnership or corporate entity) inclusive of all agents, servants, consultants, contractors, subcontractors, servants, licensees and employees and those additional parties which are affiliated, associated or otherwise contractually engaged thereby and thereunder (jointly and severally hereinafter referred to as the, "Vendor"), to enter the FBO on a temporary basis, consistent with the terms and conditions hereinafter stated, effective upon the joint execution of this Release.

1. Vendor. The identity of the Vendor, its stipulated need for Signature leasehold access and the permitted scope of services are as follows:

| | |
|------------------|---|
| Name: _____ | Business Purpose and Scope of Services: _____ |
| Address: _____ | _____ |
| _____ | _____ |
| Telephone: _____ | _____ |
| Facsimile: _____ | Company / Aircraft to be Serviced: _____ |

2. Services To Be Performed. The Vendor shall be permitted to ingress / egress the Signature leasehold for the sole purpose of performing ground transportation or other aircraft support services (collectively, "Services") at the request of an aircraft owner, pilot or other designated Company representative. Vendor shall be authorized to perform only those Services and only on behalf of and/or to the Company / Aircraft as designated above, solely in an area designated by local Signature management. Vendor expressly agrees that at no time shall its ground activities infringe upon the ability of Signature or other tenants to operate aircraft, including, but not limited to, ingress and egress from the FBO, and their respective office, shop, parking and/or hangar space(s) as a result of Vendor's performance of Services.

3. Aircraft Security. The leasehold access which is the subject of this Release shall include areas within the boundaries of the Airport's perimeter fence and Airport Operations Area (AOA). Signature and Vendor represent that each party shall adhere at all times to the prevailing and applicable Airport and Federal Aviation Administration (FAA) security regulations set forth within Federal Air Regulation (FAR) Parts 107 and 108, as well as, all prevailing Airport and AOA vehicle and operator rules and regulations.

4. Indemnification. Vendor agrees to indemnify, defend and hold harmless Signature, the Airport, the City West Palm Beach, Florida and their respective officers, directors, agents, vendors, licensees, contractors, subcontractors, airlines, tenants, customers and employees from and against any and all liabilities, damages, injuries, losses, claims, fines, suits, penalties or judgments of any kind whatsoever (including those arising from third parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Signature by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Vendor or its agents, servants, consultants, contractors, subcontractors, servants, licensees and employees of any covenant or condition of this Release or by any act or failure to act or negligence of such persons or entities.

5. Insurance. By its execution of this Release, the Vendor represents to Signature that it has secured and presently maintains from a reputable insurance carrier(s) policies of Comprehensive General Liability Insurance with respect to Airport liability and completed operations in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, Automobile Liability Insurance covering, owned, non-owned and leased vehicles in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Worker's Compensation / Employer's Liability Insurance in an amount commensurate with statutory requirements. Signature, the Airport and the City of West Palm Beach, Florida shall be named as additional insureds on all Vendor liability insurance policies. Vendor and its insurers agree to waive their rights of subrogation in favor of Signature with respect to loss or damage resulting from the services to be performed by Signature hereunder, except where loss or damage results from the sole negligence or willful misconduct of Signature. Additionally, it is understood that Vendor's liability extends beyond the FBO and its immediate surrounding environment to encompass all of Vendor's acts or omissions while operating on the Airport and Signature's entire leasehold and further includes all acts of omission or commission committed by any individual or entity acting for, with or otherwise on behalf of the Vendor named herein.

6. Term of Release. This Release and limited access authorization is granted to the Vendor at the sole discretion of Signature and is revocable, with or without cause, upon Signature furnishing the Vendor with twenty-four (24) hour advance written notice (facsimile notification to be deemed acceptable and proper) or upon the completion / termination of the Services by the Vendor (exclusive of perpetual contract performance).

IN WITNESS WHEREOF, this Release shall be construed to be in effect and binding upon the parties concurrent upon their joint execution of same as set forth below.

(Signature)
 SIGNATURE FLIGHT SUPPORT CORPORATION

(Vendor)

By: _____
 Robert Walesch

By: _____

Its: _____
 General Manager

Its: _____

Date: _____

Date: _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this 15th day of MARCH, 2010, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as ("County") and The Hertz Corporation, a corporation organized and existing under the laws of the State of Delaware, whose principal place of business is located at 225 Brae Boulevard, Park Ridge, NJ 07656, hereinafter referred to as ("Licensee").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the "Department"), is the owner and operator of the Palm Beach International Airport (the "Airport"); and

WHEREAS, County is the owner of that certain real property as more particularly described on the attached Exhibit "A"; and

WHEREAS, County is willing to grant Licensee a revocable license to use the Property for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a non-exclusive, revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

ARTICLE 1 BASIC PROVISIONS

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Property. The Property, which is the subject of this Agreement, is more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Property").

ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Agreement shall be for the period commencing on November 23, 2009 (the "Commencement Date") and expiring on March 31, 2010 (the "Initial Term"), unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) month intervals thereafter (the "Renewal Term"), unless terminated earlier as provided for herein; provided, however, either party may elect to not renew this Agreement upon providing no less than fifteen (15) days advance written notice to the other party prior to the expiration of the then current term. The Initial Term and Renewal Term shall be collectively referred to as the "Term".

ARTICLE 3 LICENSE FEE

3.01 License Fee. Licensee shall pay County for the use and occupancy of the Property a license fee for the Initial Term, in the amount of Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$3,333.33), together with applicable sales taxes thereon. For each Renewal Term, Licensee shall pay County, for the use and occupancy of the Property, a license fee for the in the amount of Seven Hundred Eight-One and 25/100 Dollars (\$781.25) per month, together with applicable sales taxes thereon. The license fee shall be payable in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every month throughout the Term of this Agreement with the first payment becoming due and payable on the Commencement Date.

ARTICLE 4
CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE

4.01 Use of Property. Licensee shall use the Property solely and exclusively for parking of vehicles owned by, or leased to, Licensee, in connection with Licensee's rental car business at the Airport. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state, and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination. Licensee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, marital status, age, or disability shall be excluded from participation in or denied the use of the Property, (b) that in the construction of any improvements on, over, or under such Property and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, marital status, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Licensee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Property and the facilities hereon, and hold the same as if the Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

4.07 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter the Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

ARTICLE 6 INSURANCE

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in Exhibit "B", attached hereto and incorporated herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

ARTICLE 7 INDEMNIFICATION

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

**ARTICLE 8
ASSIGNMENT**

Licensee may not assign, sublet or rent any portion of the Property.

**ARTICLE 9
REVOCAION OF LICENSE/DEFAULT**

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

**ARTICLE 10
MISCELLANEOUS**

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, 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.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 Notices. All notices and elections (collectively, Anotices@) to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Deputy Director, Airports Business Affairs
Fax: (561) 471-7427

(b) If to the Licensee at:

The Hertz Corporation
225 Brae Boulevard
Park Ridge, NJ 07656
Attn: Vice President, Global Real Estate & Concessions
With copy to:
Director, Properties
The Hertz Corporation
6121 Memorial Drive
Stone Mountain, GA 30083

Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Effective Date. This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.

IN WITNESS WHEREOF, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESSES:
Connie Shoffner
Signature
Connie Shoffner
Typed or Printed Name
Ray Walter
Signature
Ray WALTER
Typed or Printed Name

PALM BEACH COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

By: [Signature]
Director, Department of Airports

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Anne Delgant
County Attorney

WITNESSES:
Linda Dravin
Signature
Linda Dravin
Typed or Printed Name
Robert M. Hurwitz
Signature
Robert M. Hurwitz
Typed or Printed Name

LICENSEE:
The Hertz Corporation
By: [Signature]
Signature
Simon Ellis
Typed or Printed Name
Title: Vice President,
Global Real Estate & Concessions

(Corporate Seal)

**EXHIBIT "A"
THE PROPERTY**

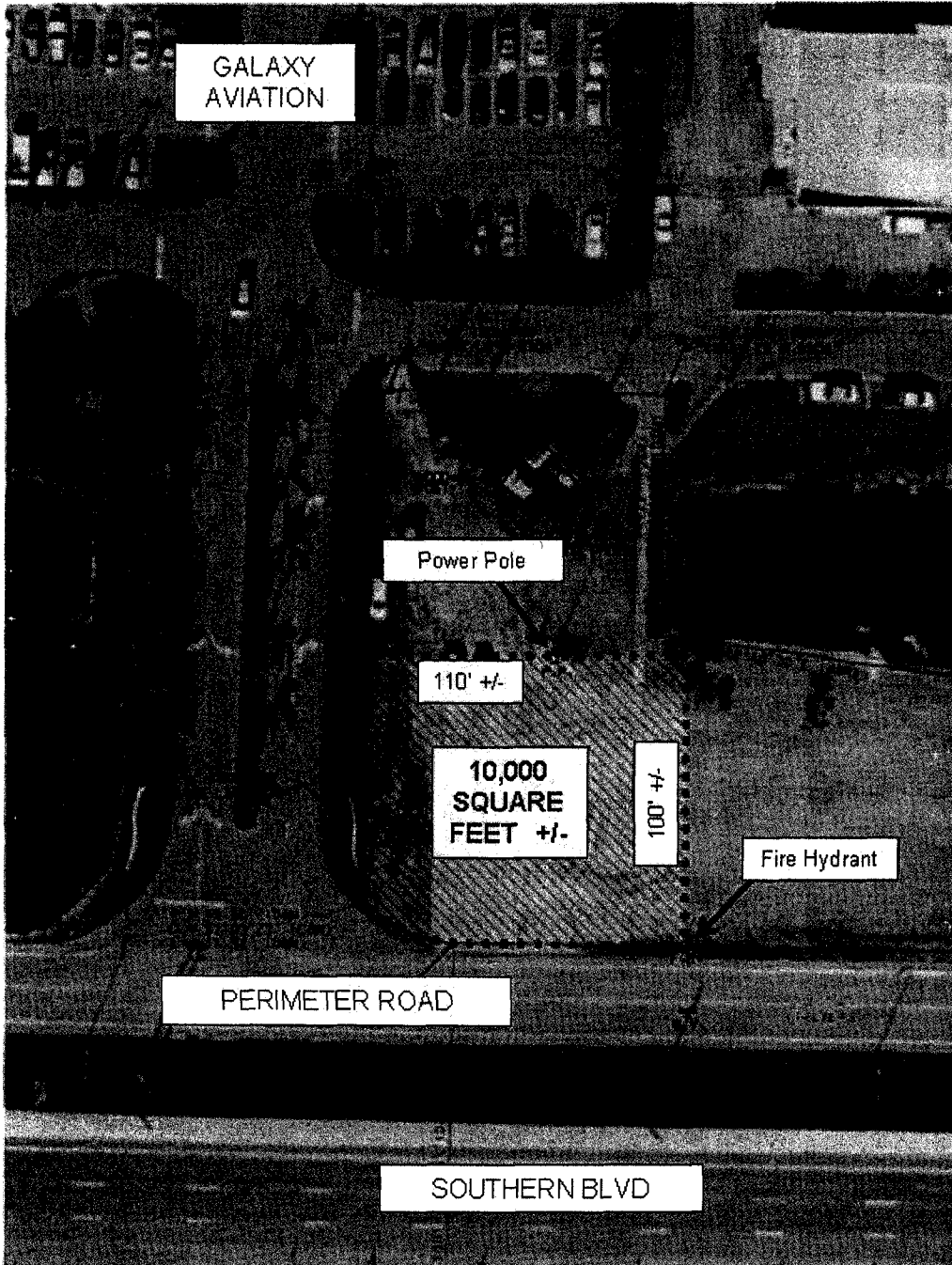


EXHIBIT "B"
INSURANCE

Commercial General Liability. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than Five Million Dollars (\$5,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Business Automobile Liability. Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

Additional Insured. Licensee shall endorse the County as an Additional Insured with a ACG026 Additional Insured - Designated Person or Organization@ endorsement to the Commercial General Liability policy. The additional insured endorsement shall read APalm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Coverage shall be provided on a primary basis.

Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406.

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Robert M. Hurwitz is the Assistant Secretary of The Hertz Corporation, a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the ___ day of _____, 2010, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain License Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is incorporated herein by reference; and be it

FURTHER RESOLVED, that Simon Ellis, the Vice President, Global Real Estate & Concessions, of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Delaware, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the _____ day of _____, 2010.

Corporate Seal

[Signature]
Assistant Secretary
The Hertz Corporation