

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 21, 2011

[X] Consent [] Regular
[] Workshop [] Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Nine (9) original Documents for the Department of Airports.

A. Consent to Sublease for Galaxy Aviation of Palm Beach, Inc. and Air America Flight Services, Inc., commencing 2/1/2009. (HF)

B. Consent to Sublease for Galaxy Aviation of Palm Beach, Inc. and Four Gems Inc. d/b/a Pro Guard Aircraft Detailing, commencing 11/1/2008. (HF)

C. Consent to Sublease for Galaxy Aviation of Palm Beach, Inc. and Titan Aviation LLC, commencing 9/1/2007. (HF)

D. Consent to Sublease for Galaxy Aviation of Palm Beach, Inc. and Wilmington Aero Ventures, Inc., commencing 11/1/2008. (HF)

E. Consent to Sublease for Jet Aviation Associates, Ltd. and R&L Aviation, Inc., commencing 12/7/2010. (HF)

F. Consent to Sublease for Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation and Michael Drescher, commencing 2/1/2011. (HF)

G. Consent to Sublease for Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation and Richard Chevrolet, Inc., commencing 2/1/2011. (HF)

H. Consent to Sublease for Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation and Chad Sorknes, commencing 3/1/2011. (HF)

I. Consent to Sublease for Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation and Y.B. DUL Inc., commencing 5/1/2011. (HF)

Summary: Delegation of authority for execution of the standard County agreements above was approved by the BCC in R-1994-1453. Countywide

Background and Justification: N/A

Attachments: Nine (9) Standard Agreements for the Department of Airports

Recommended By:

Department Head

Date

Approved By:

County Administrator

Date

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs					
Operating Revenues					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	~ 0 ~	* see below			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No: **Fund** _____ **Department** _____ **Unit** _____ **Object** _____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is no direct fiscal impact for the attached Receive and File Sublease Agreements. The County leases, under a Master Lease, to tenants such as Galaxy and Jet, who in turn sublease these properties. This agenda item only deals with subleases which the County has no direct interest.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB VA 5/27/11 5/27/11

Dr. J. Jacob

Contract Dex. and Control

6/2/11

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03**ADM FORM 01**

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

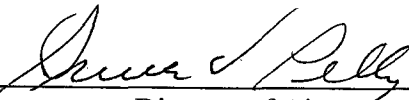
CONSENT TO SUBLEASE

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 (R-2000-1067), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated February 1, 2009, and commencing on February 1, 2009, (the "Sublease") with Air America Flight Services, Inc., (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

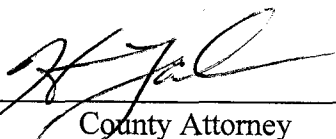
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE 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 20 2011 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

OFFICE LEASE AGREEMENT

THIS LEASE is made on the 1 day of Feb. 2009, 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:**

Air America Flight Services, Inc.
3800 Southern Boulevard, Suite 107
W. Palm Beach, Florida 33406

1.02 Omitted.

1.03 **Premises:** That portion of Office Space in LANDLORD's terminal building at the Palm Beach International Airport ("Airport") in Palm Beach County, Florida more particularly described as Suite # 107 ("Premises").

1.04 **Initial Term (Subject to Par. 3):** The term of this Agreement shall be for one (1) year commencing on February 1, 2009 and ending on January 31, 2010.

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, the greater of ten (10%) percent 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 Omitted.

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 for aircraft charter operations.

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, under the terms and conditions set forth herein. BY TENANT'S EXECUTION OF THIS LEASE AGREEMENT, TENANT IS WAIVING ANY AND ALL CLAIMS ARISING FROM THE CONDITION OF THE PREMISES.

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 PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY TO 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 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 therefrom 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. OMITTED.

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, provided, however, that nothing herein contained shall be construed to preclude TENANT from prosecuting any claim directly against the condemning or taking authority, but not against LANDLORD, for the value of or damages to and/or for the cost of removal of TENANT'S movable trade fixtures and other personal property which under the terms of this LEASE would remain TENANT'S property upon the expiration of the TERM, as may be recoverable by TENANT in TENANT'S own right, provided further, that no such claim shall diminish or otherwise adversely affect LANDLORD'S award. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this paragraph.

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 Should any governing authority demand removal of any alterations, said removal will be at TENANT'S sole expense and responsibility. TENANT holds LANDLORD harmless, and indemnifies LANDLORD from any responsibility as a result of improvements made to the PREMISES by TENANT.

14.03 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. **RIGHTS OF AND ON TERMINATION.**

15.01 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 any time during the initial term by giving the TENANT sixty (60) days prior written notice.

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

(1) By giving of 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.

15.03 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.

15.04 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:

(1) Paints or otherwise covers the internal or external walls floor or ceiling of the PREMISES without LANDLORD'S prior written consent;

(2) 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;

(3) Parks cars anywhere except designated parking areas for such vehicles. Further, no storage of boats, trucks, trailers or mobile homes is permitted anywhere on LANDLORD's property. No pets or other animals are allowed on the property except as utilized as handicap assistance animals or 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 for operating expenses associated with the PREMISES, including without limitation charges for electricity, water and sewer, and common area maintenance, excluding real estate taxes, 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.

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. Under no circumstances shall the PREMISES be used for any Fixed Base Operation or Aviation Fuel service. TENANT represents and covenants that substantially all of the functions at the office space which comprises the PREMISES will be directly related to the day to day operations at the airport facility and/or directly related to aviation. 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 TENANT covenants to abide by all such Rules and Regulations that shall be now or hereafter in effect from time to time.

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

23. **SAFE USE OF PREMISES.** TENANT at its expense shall provide and keep in good working order fire extinguishers on the PREMISES which must be an "ABC-type" or other type acceptable to LANDLORD. 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.

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 the PRIME LEASE and any amendments thereto. TENANT shall be bound by the terms and conditions of the PRIME LEASE, and shall not do anything which will result in a default by LANDLORD under the PRIME LEASE, and shall comply with all applicable provisions of the 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 **Attornment.** 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 TENANT, 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 reparation 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.

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 not use or employ the PREMISES to handle, transport, store, treat or dispose of any Hazardous Waste and will 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.

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 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. **OMITTED.**

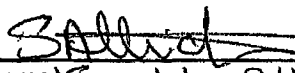
37. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida.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

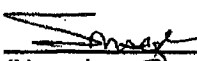
38. **LITIGATION VENUE/APPLICABLE LAW.** This LEASE shall be governed and construed only in accordance with the laws of the State of Florida. The parties agree that sole and exclusive venue for purposes of any litigation arising out of or related to this LEASE shall be only in Palm Beach County, Florida. 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.

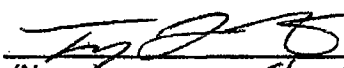
[SIGNATURE PAGE FOLLOWS]

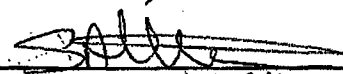
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year above written.

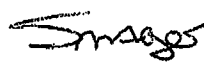
WITNESSES:


(Name) Sparkle Allcock


(Name) Seth MAGER

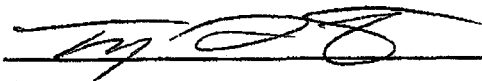

(Name) Tony Short


(Name) Sparkle Allcock


Seth MAGER

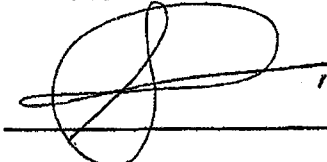
LANDLORD:

GALAXY AVIATION OF PALM BEACH, INC.

By: 

TENANT:

AIR AMERICA FLIGHT SERVICES, 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 (R-2000-1067), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated November 1, 2008 , and commencing on November 1, 2008, (the "Sublease") with Four Gems Inc. d/b/a Pro Guard Aircraft Detailing, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

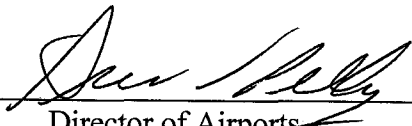
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE 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 ____ day of APR 20 2011 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

STORAGE SPACE LEASE AGREEMENT

THIS STORAGE SPACE LEASE AGREEMENT (the "Agreement" or "Lease") is dated and effective as of November 1, 2008, 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:

Four Gems Inc. (d/b/a Pro Guard Aircraft Detailing)
4280 NW 145th Street, Suite 179
Opa Locka, Florida 33054
Attention: Jerry Gemma
Telephone No.: (954) 347-2243
Facsimile No.: () _____

TENANT represents and warrants to LANDLORD that it is a corporation duly incorporated in, and is in good standing in, the state of Florida.

1.02 <Intentionally Omitted>.

1.03 **Premises:** That certain storage space known as storage room # _____ in LANDLORD'S hangar building known as Hangar 1625A located at the Palm Beach International Airport (the "Airport") in Palm Beach County, Florida, which storage room consists of approximately one hundred square feet (100 sq. ft.) of space (the "Premises").

1.04 **Initial Term (Subject to Section 3):** The term of this Agreement shall commence on November 1, 2008, and shall end at the end of October 31, 2009 (the "Initial Term").

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 (the "Memorandum of Lease"). During the Initial Term of this Lease, TENANT shall pay LANDLORD such rent as is set forth in the Memorandum of Lease, 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.

Late Charge and Returned Check Charge: A late charge of ten percent (10.0%) of rent will be assessed on all rent not received by the fifth (5th) of each month. If funds are insufficient for any payments made by check, note or similar instrument, then such payment will be subject to a \$35.00 reprocessing fee. All sums of money required to be paid by TENANT to LANDLORD under this Lease shall, if not paid within thirty (30) days from the date same was due, bear interest at the highest annual rate permitted by law (compounded monthly)

from the date such sums were initially due until the date same is paid in full. **ALL LATE CHARGES SHALL BE DEEMED ADDITIONAL RENT.**

1.06 **Security Deposit (Subject to Section 5):** The security deposit to be remitted to LANDLORD by TENANT shall be in the amount stated in the Memorandum of Lease.

1.07 **Renewal Terms:** This Lease shall automatically be renewed at the end of the Initial Term for a one (1) year term and thereafter this Lease shall continue to be automatically renewed for subsequent renewal terms of one (1) year each (such initial renewal term and each such subsequent renewal term, a "Renewal Term") unless otherwise terminated in accordance with Section 40 of this Lease. Each subsequent Renewal Term shall commence at the end of the previous Renewal 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 Section 20 "Habitual Default" of the Lease. All of the terms of this Lease, except as to rent, shall automatically apply to each Renewal Term.

1.08 **Operating Expenses (Subject to Section 17):** LANDLORD shall pay the operating expenses associated with the PREMISES.

1.09 **Permitted Uses (Subject to Sections 21-25):** TENANT shall occupy the PREMISES solely for the storage of TENANT'S equipment utilized in the operation of its aircraft detailing business at the Airport. No vehicles shall be stored in or near the PREMISES. TENANT shall only perform its services on aircraft at the "wash rack" locations specified by LANDLORD, and LANDLORD shall move any aircraft to and from such areas. TENANT may not move any aircraft, and if TENANT desires that any aircraft be moved, then TENANT must request LANDLORD to so move such aircraft.

2. **LEASE.** LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, the PREMISES described in Section 1.03 in an "AS IS/WHERE IS" condition. BY TENANT'S EXECUTION OF THIS AGREEMENT, TENANT IS WAIVING ANY AND ALL CLAIMS ARISING FROM THE CONDITION OF THE PREMISES.

3. **TERM.** The term of this Agreement shall be as set forth in Sections 1.04, 1.07, and as it may be further specified in the Memorandum of Lease.

4. **RENT CHARGES.** The monthly rent to LANDLORD is to be paid by TENANT in the amount specified in, and in accordance with, the Memorandum of Lease.

5. **SECURITY DEPOSIT.** TENANT has deposited with LANDLORD the security deposit set forth in the Memorandum of Lease. 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 thirty (30) days after the termination of this Lease. The security deposit shall not be applied by TENANT toward the last month's rent.

6. INSURANCE.

6.01 **Tenant's Insurance:** During the term of this Lease TENANT shall keep in force at its expense the following policies: (i) Workers' 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 Property Insurance coverage commensurate with the value of TENANT'S property located on the PREMISES; (iv) 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 (v) Automobile Liability Insurance, to a minimum limit of \$1,000,000 per occurrence for all of TENANT'S owned, non-owned and for-hire vehicles. If TENANT'S activities in conjunction with the use of the PREMISES require vehicle and/or support equipment access to the Airport's Aircraft Operations Area, then 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 (as defined in Section 25.01) 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 of TENANT'S insurance policies shall contain waivers of subrogation against LANDLORD and LANDLORD'S agents, directors, owners, officers and 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 ARTICLE 6 ABOVE, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS OR TO THE LIMITS REQUIRED HEREIN.

8. **DISCLAIMER OF LIABILITY.** LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES LANDLORD AND EACH OF LANDLORD'S OFFICERS, DIRECTORS, MANAGERS, OWNERS AND EMPLOYEES (EACH OF THE FOREGOING, INCLUDING LANDLORD, A "LANDLORD PARTY") FROM, ANY AND ALL CLAIMS (AS DEFINED IN SECTION 9), WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT OR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS OR INVITEES, OR ITS INVITEES' INVITEES (EACH OF THE FOREGOING, INCLUDING TENANT, A "TENANT PARTY"), DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO ANY PROPERTY OF ANY TENANT PARTY THAT MAY BE LOCATED OR STORED IN THE PREMISES, UNLESS, AND ONLY TO THE EXTENT THAT, SUCH LOSS, DAMAGE OR INJURY TO SUCH PROPERTY OF ANY TENANT PARTY THAT MAY BE LOCATED OR STORED IN THE PREMISES, IS ADJUDICATED TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE OF SUCH LANDLORD PARTY. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL ANY LANDLORD PARTY 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 THE PREMISES AND/OR OTHER SERVICES PROVIDED UNDER THIS LEASE. THE PARTIES FURTHER AGREE THAT UNDER NO CIRCUMSTANCES SHALL ANY LANDLORD PARTY BE LIABLE FOR DAMAGE TO ANY PROPERTY, OR FOR INJURY, IN EITHER CASE AS A RESULT OF A STORM, HURRICANE OR OTHER WEATHER, OR PRECAUTIONARY MEASURES ESTABLISHED OR ENACTED BY 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 ANY LANDLORD PARTY 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 and each of its officers, directors, managers, owners, agents and employees (each of the foregoing, including LANDLORD, an "Indemnified Party") harmless from and against any and all liabilities, damages, business interruptions, delays, losses, injuries, claims, expenses, costs and judgments of any kind whatsoever, including, without limitation, all costs, attorneys' fees and expenses, and other expenses incidental thereto, (each of the foregoing, a "Claim"), which may be suffered by, or charged to, any Indemnified Party 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; or (iii) by reason of any breach, violation or non-performance by TENANT or its servants, officers, managers, directors, employees, contractors, 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 therefrom caused by any Act of God, fire, flood, weather, 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 or any of its servants, officers, managers, directors, employees, contractors, agents or invitees, or invitees' invitees.

9.01. **Hurricane Procedures/Act of God:** TENANT agrees to comply with and abide by any provisions, plans or procedures for storm or hurricane preparedness required by LANDLORD, in LANDLORD'S sole discretion, to be necessary for the safety and security of the PREMISES and/or the hangar in which the PREMISES is located. TENANT hereby explicitly approves in advance and waives any and all objections to any and all such plans, if any. LANDLORD shall make a reasonable effort to notify TENANT of LANDLORD'S plans prior to taking any action; provided, however, that 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, 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 each Indemnified Party harmless from and against any and all Claims incurred by any Indemnified Party, including (without limitation) 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. TENANT, on behalf of itself and each of its agents, employees, invitees or invitees' invitees, servants, consultants, contractors, subcontractors and licensees (all of the foregoing, including TENANT, a "Releasing Party") hereby releases each Indemnified Party from any Claim (of any nature) that any Releasing Party may in the future have as a result of, or in connection with, any accident, injury or damage that shall happen in or about the PREMISES to any Releasing Party, except to the extent that such accident, injury or damage was caused by, or arises from, the gross negligence or willful misconduct of such Indemnified Party. If any Releasing Party contests this release and pursues a Claim against any Indemnified Party that should otherwise be released pursuant to this section, then TENANT shall indemnify such Indemnified Party for such Claim.

9.03 Third Party Claim Settled: In the event that a third party makes a Claim alleging facts that, if true, would require TENANT to indemnify under this Section, then TENANT shall indemnify against all damages incurred in connection with defending that Claim, including (without limitation) 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, however, that LANDLORD may not settle a Claim that would result in a Claim for indemnification by TENANT hereunder in excess of \$100,000 without TENANT'S prior written consent, which may not be unreasonably withheld, delayed or conditioned.

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. 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 its 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 LANDLORD, the rent shall be *pro-rata* diminished according to the square footage of PREMISES so taken. All such calculations shall be performed by LANDLORD.

11.01 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 (as defined in Section 25.01), 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, then 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, then 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, then TENANT may terminate this Lease by written notice to LANDLORD within the next ten (10) days, 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 LANDLORD, then the rent shall be *pro-rata* 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 express prior written consent of LANDLORD, then the rent installments will not be doubled as hereinabove provided.

14. **ALTERATIONS.**

14.01 **Consent Required:** 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 express prior written consent, or erect or install any additional improvements, signs or equipment without LANDLORD'S express 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. If any governing authority should demand removal of any alterations, additions or improvements, then such removal shall be at TENANT'S sole cost and expense and responsibility. TENANT shall hold LANDLORD harmless from, and shall indemnify LANDLORD for, any responsibility in connection with, or as a result of, any improvements made to the PREMISES by TENANT.

14.02 **No Liens:** If any mechanic's, materialmen'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, then 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 PRIME LESSOR'S nor 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 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 TENANT to encumber or cause LANDLORD to encumber the title or interest of LANDLORD in the PREMISES. Any lien filed against the PREMISES in violation of this section shall be null and void and of no force or effect.

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

15.01 **No Dumping or Major Maintenance:** Dumps oil, gas or any harmful substance anywhere on LANDLORD's property or leasehold other than in appropriate disposal containers. In connection therewith, in the event any asphalt is damaged due to such dumping or leaking of any gasoline or oil or other harmful substance, 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 of written demand therefore by LANDLORD. TENANT agrees not to perform or have performed any major maintenance of its equipment in the PREMISES or in the hangar or on the ramp area.

15.02 **No Parking or Storage:** Parks cars, trucks, campers, or trailers on any of the grass areas of LANDLORD'S property or leasehold or anywhere else except in designated parking areas for such vehicles. At no time shall TENANT (or any of its representatives or contractors) leave any of its equipment outside of the PREMISES unattended unless expressly authorized by LANDLORD. Further, no overnight storage of boats, trucks, trailers or mobile homes is permitted in the PREMISES or inside or outside of the hangar or anywhere on LANDLORD's property or leasehold other than automobiles parked in LANDLORD's designated customer parking lot. No pets or other animals are allowed on the PREMISES, except for handicap assistance animals.

16. **TENANT'S LOSSES.** All personal property of TENANT shall be kept in the PREMISES at TENANT'S sole risk. No LANDLORD PARTY shall be liable to any TENANT PARTY for any Claim related to any damage or injury to such TENANT PARTY or to any property of such TENANT PARTY, for any reason whatsoever, including, but not limited, to the acts, omissions or negligence of any LANDLORD PARTY or any TENANT PARTY or any other tenant or their respective employees, officers, directors, owners, agents, guests or invitees, or due to theft, vandalism, or wind, hail, water or other storm damage, and TENANT shall hold each LANDLORD PARTY harmless from any Claim related to any such damage or injury which may be caused by, or arises from, any act or omission by any TENANT PARTY.

17. **OPERATING EXPENSES.** LANDLORD shall pay for operating expenses associated with the PREMISES, including, without limitation, charges for electricity, water and sewer, and common area maintenance, but excluding real estate taxes, consumed on the PREMISES. TENANT shall not install or use any special equipment, which uses extraordinary amounts of electricity without the express 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 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 deemed sufficient if delivered by United States certified mail or by overnight delivery service (for one or two business day delivery), in either case with proper postage or delivery charges prepaid and the proper address affixed thereto, and such notice shall be deemed effective upon the earlier of the recipient's actual receipt or two (2) business days after the date that such notice was deposited with the United States Postal Service or an overnight delivery service in accordance with this section.

19. **DEFAULT.** Failure to pay the rent by the fifth (5th) of the month, or any breach of any material provision of this Lease (it being understood that a material provision of this Lease shall include, but not be limited to, any provision relating to safety, security, compliance with laws, statutes, rules or regulations, or the payment of rent or any other amounts due to LANDLORD), or failure 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 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 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 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, then TENANT shall be dispossessed without any further notice or legal action by LANDLORD. In the event of default hereunder, LANDLORD may, at its option, enter the PREMISES as the agent of TENANT and relet the PREMISES as the agent of 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 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 TENANT on the PREMISES is hereby pledged and assigned to LANDLORD as security for the payment of the rent, and 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 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 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 TENANT of the same type and kind, in the sole opinion of LANDLORD and regardless of whether TENANT has cured each such individual condition of breach or default as provided in this lease hereinabove, TENANT shall be determined by 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 negate any renewal options offered to TENANT pursuant to Section 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 Section 1.09 above and for no other purposes whatsoever. Without limiting the foregoing, TENANT shall not use the PREMISES for any purpose in violation of any law, municipal ordinance, regulation, Airport Minimum Standard, or provision of the PRIME LEASE, nor shall TENANT perform any acts or carry on any practices which may injure the PREMISES or the building in which the PREMISES are located, or be a nuisance, disturbance or menace to other tenants at the Airport. 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.

22. **COMPLIANCE WITH GOVERNMENTAL AND AIRPORT REGULATIONS.** TENANT shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments, authorities, commissions or bureaus exercising jurisdiction over the 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, plans and procedures established for the safety and security of aircraft, hangars, crew and passengers in the event of an approaching storm, whether or not such storm is forecast to or actually reaches hurricane status. TENANT acknowledges that pursuant to the terms of the PRIME LEASE, PRIME LESSOR 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. TENANT shall, as soon as possible after the execution of this Lease, arrange for (a) its employees to receive the appropriate badges and/or credentials as are required of personnel working on the ramp area of the Airport, and (b) its vehicles to receive the appropriate decals and/or other markings or permits as are required of vehicles operating on the ramp areas of the Airport.

23. **SAFE USE OF PREMISES.** TENANT shall provide, keep and maintain in good working order, at its expense, fire extinguishers on the PREMISES, which must be of an "ABC" type, or other type expressly permitted by LANDLORD in writing. TENANT agrees to make no unlawful, offensive or noxious use of the 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 PREMISES. TENANT shall practice good housekeeping principles in the operation of its business activities and in its storage of its property in the PREMISES. TENANT shall undertake all reasonable efforts to minimize wind-blown debris at the Airport.

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/ATTORNMENT TO PRIME LEASE AND TO MORTGAGES.**

25.01 **Prime Lease.** It is acknowledged that this Lease is a sublease, and that LANDLORD has leased certain property (the "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 the PRIME LEASE and any amendments thereto. TENANT shall be bound by the terms and conditions of the PRIME LEASE, and shall not do anything which will result in a default by LANDLORD under the PRIME LEASE, and shall comply with all applicable provisions of the 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 **Attornment.** 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. **RIGHT OF ENTRY.** LANDLORD shall have the right to enter the PREMISES at any time in order to examine same, to make repairs, additions or alterations as may be necessary or advisable for the safety, improvement or preservation thereof, to deal with any emergency or potentially hazardous conditions that may arise, and to exhibit the PREMISES for rental purposes. If LANDLORD is not provided a key for the PREMISES and LANDLORD desires to enter the PREMISES, then LANDLORD shall have the right to remove any lock installed by TENANT, regardless of whether such removal results in the damage or destruction of such lock, and if LANDLORD replaces such lock, then TENANT shall pay LANDLORD'S cost of same.

28. **TAXES.**

28.01 **General.** 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 Initial Term and any Renewal 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 ten (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 subsection will survive the expiration or termination of this Lease.

28.02 Tax Contests or Disputes. 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 subsection. In the event TENANT is successful in any appeal and any refund is paid by the governmental authority in connection therewith, then 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 of TENANT'S rent payments, all applicable state and/or local sales, use or excise taxes required by law to be paid in connection with each such rent 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 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 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 and its successors and assigns, to prevent, refrain from, and not permit, allow or authorize 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 **Compliance:** 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 in Section 35.02 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, except those materials used by TENANT in the ordinary course of the routine light cleaning of aircraft by TENANT pursuant to Part 43 of FAA Regulations, Appendix "A," and in accordance with the aircraft manufacturer's manuals therefor, which materials shall not exceed twenty-five (25) gallons in the aggregate and which shall be handled, stored and disposed of in compliance with all federal, state and local laws pertaining thereto; and (iii) defend, indemnify and hold LANDLORD harmless from and against any and all Claims 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 invitees, 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 customary evidence that it has obtained) environmental liability insurance naming LANDLORD and any mortgagee as additional insureds. Such insurance shall be issued by a company with minimum limits of coverage satisfactory to LANDLORD.

35.02 **Hazardous Waste:** 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, statute, regulation, code or regulatory rule.

35.03 **Disposal:** It is expressly understood and agreed by TENANT that TENANT shall be fully responsible for the disposal of any and all waste fluids (including, without limitation, waste oil and waste solvents) which may be consumed, produced and expended by TENANT. TENANT shall contract with an authorized waste disposal company and shall not utilize LANDLORD'S property, tanks or equipment for disposing of any waste.

35.04 **Survival:** The obligations of TENANT, as well as the foregoing indemnity in connection with this Section 35, shall survive the expiration or earlier termination of this Lease, anything contained in this Lease to the contrary notwithstanding.

36. **<Intentionally Omitted>**.

37. **<Intentionally Omitted>**.

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 by, and construed, interpreted and enforced 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:** LANDLORD shall have the right to terminate this Agreement 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 the PRIME LEASE for the tract upon which the 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 TENANT, or if a receiver or trustee shall be appointed for TENANT.

(4) Without cause at any time during the Initial Term or any Renewal Term, if any, by giving TENANT thirty (30) days' prior written notice.

(5) At any time if TENANT shall willfully or negligently cause any damage to LANDLORD'S property, including, without limitation, the painting or covering, without LANDLORD'S express prior written consent, of the internal or external walls, floor or ceiling of the PREMISES or the hangar containing the PREMISES.

40.02 Tenant: 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 PREMISES for the purposes set forth in Section 1.09 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 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 in LANDLORD'S storage rates.

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

40.03 Removal: If TENANT shall fail to remove all of its effects from said PREMISES upon the termination of this Agreement for any cause herein provided, then LANDLORD may, at its option, remove the same in any reasonable manner that LANDLORD shall choose, and store said effects without liability to TENANT for loss or damage thereof, and TENANT agrees to pay LANDLORD on demand any and all expenses incurred in such removal, including (but not limited to) court costs and attorney's fees and expenses, 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 TENANT to LANDLORD and to the expenses 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 (6) months, after which, if unclaimed by TENANT, any such excess funds, and any interest thereon, shall become the sole and exclusive property of LANDLORD.

(SIGNATURE PAGE FOLLOWS)

20

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

WITNESSES:

K. K. Hilan
(Name) _____
JENNIFER TETI
(Name) _____

Tony Shorbert
(Name) _____
JENNIFER TETI
(Name) _____

LANDLORD:

GALAXY AVIATION OF PALM BEACH, INC.

By: Tony Shorbert
Name: Operations Manager
Title: Tony Shorbert

TENANT:

FOUR GEMS INC.
(d/b/a Pro Guard Aircraft Detailing)

By: J. L. President
Name: _____
Title: _____

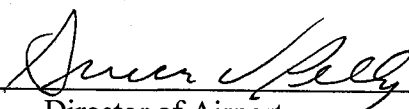
CONSENT TO SUBLEASE

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 (R-2000-1067), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated October 24, 2007, and commencing on September 1, 2007, (the "Sublease") with Titan Aviation LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

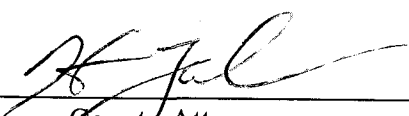
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE 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 ___ day of APR 20 2011 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

COMMUNITY HANGAR LEASE AGREEMENT

THIS LEASE is made on the 24 day of Oct 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

Titan Aviation LLC

2139 Palm Beach Lakes Blvd.

W. Palm Beach, FL 33409

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

Mitsubishi MU 2 Marquise

Registration No.: N8RW

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:

That portion of Hangar Space in LANDLORD's hangar at the Palm Beach International Airport ("Airport") in Palm Beach County, Florida, which Hangar Space shall be adequate to store the Aircraft listed in Paragraph 1.02 ("Premises").

1.04 Initial Term (Subject to Par. 3): The term of this Agreement shall commence on September 1, 2007 and end on August 31, 2008.

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. 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 HANGAR.

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.** 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.

11.1 **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 agrees that although it cannot guarantee the same Hangar Space, it shall make reasonable efforts to ensure that the Aircraft(s) are stored in a hangar. 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.** 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.

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.

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. & 28. OMITTED.

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. **OMITTED.**

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 any time during the initial term or any Renewal Term by giving the TENANT sixty (60) days prior written notice.

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.

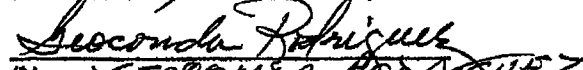
40.03 If the TENANT shall fail to remove all of its effects from said PREMISES upon the termination of this Agreement for any cause herein provided, LANDLORD may, at its option, remove the same in any reasonable manner that LANDLORD shall choose, and store said effects without liability to the TENANT 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.

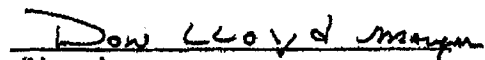
[SIGNATURE PAGE FOLLOWS]

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

WITNESSES:


(Name) Tony Sharbart

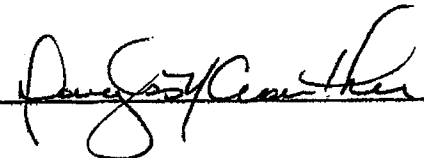

(Name) SECONDA RODRIGUEZ


(Name) _____

(Name) _____

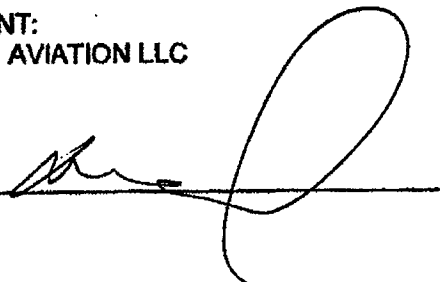
LANDLORD:

GALAXY AVIATION OF PALM BEACH, INC.

By: 

TENANT:

TITAN AVIATION LLC

By: 

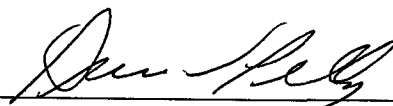
CONSENT TO SUBLEASE

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 (R-2000-1067), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated December 10, 2008, and commencing on November 1, 2008, (the "Sublease") with Wilmington Aero Ventures, Inc., (the "SUBLESSEE") 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 ___ day of APR 20 2011 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

COMMUNITY HANGAR LEASE AGREEMENT

THIS LEASE is made on the 10 day of December 2008, 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

Wilmington Aero Ventures, Inc.

105 Foulk Road

Wilmington, DE 19803

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

Westwind

Registration No.: N576LC

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:

That portion of Hangar Space in LANDLORD's hangar at the Palm Beach International Airport ("Airport") in Palm Beach County, Florida, which Hangar Space shall be adequate to store the Aircraft listed in Paragraph 1.02 ("Premises").

1.04 Initial Term (Subject to Par. 3): The term of this Agreement shall commence on November 1, 2008 and end on October 31, 2009.

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. 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 HANGAR.

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~~ *TS EO*

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.** 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.

11.1 **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, and common area maintenance, excluding real estate taxes, 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 agrees that although it cannot guarantee the same Hangar Space, it shall make reasonable efforts to ensure that the Aircraft(s) are stored in a hangar. 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.** 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.

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.

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**T. 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. & 28. OMITTED.

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. OMITTED.

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 any time during the initial term or any Renewal Term by giving the TENANT thirty (30) days prior written notice.

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.

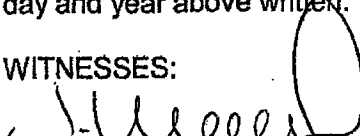
(5) Without cause at any time during the initial term or any Renewal Term by giving the LANDLORD thirty (30) days prior written notice.

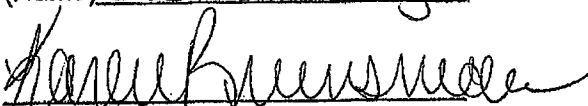
40.03 If the TENANT shall fail to remove all of its effects from said PREMISES upon the termination of this Agreement for any cause herein provided, LANDLORD may, at its option, remove the same in any reasonable manner that LANDLORD shall choose, and store said effects without liability to the TENANT 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.

[SIGNATURE PAGE FOLLOWS]

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

WITNESSES:

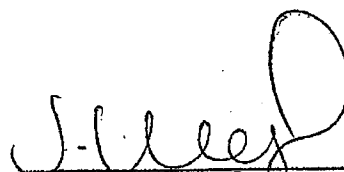

(Name) Jessica Weigel

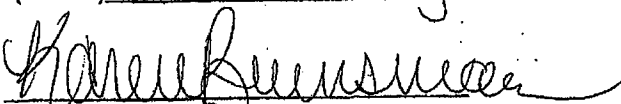

(Name) Karen Buneman

LANDLORD:

GALAXY AVIATION OF PALM BEACH, INC.

By: 
Ops. Mgr


(Name) Jessica Weigel


(Name) Karen Buneman

TENANT:

WILMINGTON AERO VENTURES, INC.

By: 
CHIEF PILOT

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 Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated December 7, 2010, and commencing on December 7, 2010, (the "Sublease") with R&L Aviation, Inc., (the "SUBLESSEE") 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 ____ day of APR 18 2011 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

LEASE

THIS LEASE made and entered into as of the Seventh of December 2010 by and among Jet Aviation Associates, LTD. ("Lessor"), whose address is 1515 Perimeter Road, PBIA West Palm Beach Florida 33406 and R & L Aviation Inc. ("Lessee") whose address is 9805 Northwest 52nd Street Unit 120, Miami, Florida 33131.

WITNESSETH:

In consideration of the mutual promises, covenants and conditions herein contained and the rent reserved by Lessor to be paid by Lessee to Lessor, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, that certain real property situated in Palm Beach County, Florida, hereinafter described, for the term and at the rentals and upon the terms and conditions hereinafter set forth. Lessee acknowledges that this Lease is subject to the Lease Agreement between Palm Beach County and Jet Aviation.

1 PREMISES.

1.1 Office Space. Reserved

1.2 Hangar Space. Lessor shall lease and otherwise provide Lessee with sufficient hangar space (the "Hangar Space" unless otherwise denoted) to store Lessee's Gulfstream 200 aircraft. Such aircraft shall mean that the Gulfstream 200 bearing identification number N631DV or any other temporary replacement aircraft, which Lessee may from time to time elect to substitute on a temporary basis, provided such temporary replacement aircraft is not larger in size or dimension than the so identified Gulfstream 200 the ("Aircraft"). The Hangar Space to be provided is that space in one of the five hangars. The parties agree that Lessor has the sole, exclusive and absolute right to use designated alternative space to store the aircraft in any of the five hangars.

1.3 Terminology. The Hangar Space may be referred collectively hereto as the "Premises" unless otherwise specifically denoted.

2. TERM. The term of this Lease and the accrual of rents hereunder shall commence on December 7th, 2010 (the "Commencement Date") and shall extend to midnight of December 6th, 2011.(the "Expiration Date") for a period of three (1) years. The term shall automatically renew for successive one (1) year periods on the anniversary date of this Lease. This lease may be terminated by either party on the expiration dates or subsequent anniversary date only upon giving the other party (90) days advance written notice.

3. USE. Lessee, its successors and assigns, shall use the Premises exclusively as space to provide services to the Aircraft and for no other purposes whatsoever. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities and Lessor of the Premises and Lessee shall not permit any unlawful, improper or offensive use of the Premises. Lessee shall not make use of the Premises or Building, which would make void or voidable any policy of fire or extended coverage insurance covering the Premises or Building. Lessee shall maintain all leased space in a neat and clean condition, and Lessee shall not permit rubbish or hazardous waste to accumulate or any fire or health hazard to exist. Lessee will not be allowed to use hangar space as storage. All of Lessee's or its agent's property must be stored in Lessee's office. Lessee is allowed one approved storage locker on rollers per a/c in the Hangar. Nothing may be stored on top against or under such locker. Furthermore, Lessee agrees to use assigned hangar space solely as storage for the Aircraft. Lessee will be permitted to perform only minor line maintenance on the Aircraft while it is stored in the hangar. The use of jacks in the hangar is not permitted. Any persons or entities performing services on behalf of Lessee at the Premises is expressly forbidden from soliciting business or work for any of

Lessor's Initials *JA*

Lessee's Initials *J.L.*

Leessor's tenants. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion. Lessee shall comply with all laws,

4. RENT.

4.1 *Base Rent:* The Monthly Base Rent for the Premises during the first year of the lease term shall be **Two Thousand Seven Hundred Dollars (\$2700.00) which will include tax for the hangar space;** ("Base Rent") payable by Lessee to Lessor without demand, set-off or deduction whatsoever. If the term commences on a day other than the first day of a month, or expires or is terminated on a day other than the last day of the month, Base Rent shall be prorated accordingly. The Semi-Annual Base Rent for each subsequent year of the lease after the initial term shall equal the prior year's Semi-Annual Base Rent multiplied by 1.05. All Semi-Annual Base Rent shall be payable in equal monthly installments.

4.2 *Sales Tax and Late Payment fee*

In addition to the rents provided for herein, Lessee shall also pay the amount of any use or sales tax on said rent imposed by the State of Florida, which shall be paid at the same time and in the same manner as each payment of rent. There shall be due with any payment of rent received after the fifth (5th) day of the month a late payment charge equal to five percent (5%) of the payment due or Fifty Dollars (\$50.00), whichever is greater. There shall be a fee of Thirty Dollars (\$30.00) on any checks returned for non-sufficient funds or any other reason. Any late charges or charges for checks not honored shall be deemed as additional rent.

4.3 *Time and Place of Payment*

Each monthly installment of rent and other sums due hereunder shall be payable in advance on the first (1st) day of each calendar month of the term made payable to Jet Aviation Associates, Ltd. at Building 1515 Perimeter Road, Palm Beach International Airport, West Palm Beach, FL 33406; or at such other place Lessor may from time to time designate in writing.

5. FUEL See Exhibit, "A" which is hereby incorporated by reference in this Lease.

6. QUIET ENJOYMENT. Lessor covenants that as long as Lessee pays the rent reserved in this Lease and performs its agreements hereunder Lessee shall have the right quietly to enjoy and use the Premises for the term hereof, subject only to the provisions of this Lease.

7. SIGNS. No sign that is visible from outside of the Premises shall be installed by Lessee without Lessor's prior written approval, said approval not to be unreasonably withheld, and written approval from Palm Beach County.

8 SECURITY. Lessee acknowledges and accepts full responsibility for the security and protection of the Premises and will prevent any unauthorized access to its facilities and airport security areas. Lessee will comply with all rules regulations of County and of any and all other governmental entities that now or may hereafter have jurisdiction over security Lessee further expressly acknowledges and hereby agrees to fully comply with all Federal, State and local laws including, but not limited to, FAR Part 107, as amended from time to time, and with all rules and regulations of the Department of Airports concerning security procedures, as they presently exist or may be amended from time to time. Lessee is subject to any fine resulting from their failure to comply with these regulations.

9 UTILITIES. During the term of this lease, Lessor shall pay all costs for electricity, water, sewer and trash collection services furnished to the Premises. Lessee agrees to use such utilities in a reasonable and efficient manner and not to cause unnecessary waste or expense to the Lessor. Lessor shall not be obligated to pay for or provide any other service or utility not

herein listed, including, but not limited to, the installation, equipment, maintenance, repair or charges for telecommunications or internet access. Lessee shall have the right to install and pay for any telecommunications or internet access at its sole expense. Lessee may, at its own expense, install a security system. The Lessor will be granted full right of access through any installed security system. Key systems shall not be changed or altered without prior written authorization of the Lessor.

10. **ASSIGNMENT.** Lessee shall not assign, sell, transfer or otherwise dispose of this Lease nor any rights hereunder, nor sublet all or any part of the Premises nor permit any other person or corporation to use any part of the Premises without first obtaining the express written consent of Lessor.

11. **LESSOR'S IMPROVEMENTS.** Not Applicable

12. **REPAIRS AND MAINTENANCE.** Lessee has inspected and occupied the Premises and accepts them in their "as is" condition.. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises except as thereafter specified. During the term of this Lease, Lessor shall maintain the exterior walls in good repair, and shall keep the roof of the building watertight. Lessor shall also maintain the common areas of the Building in a neat and clean condition. Lessee shall be liable for Lessor's costs of repairs or maintenance that arise out of negligence or fault of Lessee, its employees, agents, invitees, licensees or customers to either this suite, hangar or the common areas.

Lessee shall deliver the Premises in as good condition and repair as on the Commencement Date, reasonable wear and tear excepted, and in a broom-clean condition with all glass and all windows and doors intact, failing which Lessor may restore the premises and such equipment and fixtures to such condition and Lessee shall pay cost thereof to Lessor on demand.

It is Lessee's responsibility to purchase contents insurance at a dollar value to be determined by Lessee; Lessee will hold Lessor harmless for any deficiency in the dollar amount of such coverage. Lessor shall not be liable for any loss or damage to Lessee's personal property in the Premises even though caused by the negligence of Lessor, or its agents, employees or persons under Lessor's control or direction.

13. **ALTERATION TO THE PREMISES AND REMOVAL OF EQUIPMENT.** Lessee shall not make any alteration or addition to the Premises without the express prior written consent of Lessor. Upon expiration and termination of this Lease, all installations, fixtures, improvements and alterations made or installed by Lessee including electric lighting fixtures installed by Lessee shall remain a part of the Premises as the property of Lessor and, upon written request from Lessor, shall be removed at Lessee's expense without damage to the Premises. prior to Lessee vacating the Premises.

14. **CASUALTY.** In the event the Premises are rendered untenable by fire or other casualty, Lessor shall have the option of terminating this Lease or rebuilding the Premises and in such event written notice of the election by Lessor shall be given to Lessee within ninety (90) days after the occurrence of such casualty. In the event Lessor elects to rebuild the Premises, the Premises shall be restored to its condition prior to such casualty loss within a reasonable time. Lessee shall have the right to continue occupancy in the Premises with abatement of rent only to the extent and for the period that all or a portion of the Premises are actually untenable. In the event Lessor elects to terminate this Lease, the rent shall be paid to and adjusted as of the date of such casualty, and the term of this Lease shall then expire, and this Lease shall be of no further force or effect, and Lessor shall be entitled to sole possession of the Premises.

15. **LIENS.** Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all construction liens arising out of or from such work. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or Building on account of any improvement work done by or for Lessee, or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such lien canceled and discharged of record (either by payment or bond as permitted by law) within ten (10) days after notice to Lessee by Lessor, and in the event Lessee shall fail to do so, Lessee shall be considered in default under the terms of this Lease.

16. **INSPECTION AND REPAIR.** Lessor or its representatives shall have the right at any reasonable time, upon twenty-four (24) hours notice (except in the case of emergency when no prior notice shall be required) to enter the Premises for the purpose of inspection or for the purpose of making or causing to be made any repairs or otherwise to protect its interest.

17. **WAIVER OR ESTOPPEL.** The failure of Lessor to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease or exercise any option of Lessor herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement or option but the same shall continue and remain in full force and effect. Receipt of rent by Lessor, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach and no waiver by Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

18. **CONDEMNATION.** Lessor reserves unto itself, and Lessee assigns to Lessor, all right to damages accruing on account of any taking or condemnation of any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as may be required by Lessor, to join with Lessor in any petition for the recovery of damages, if requested by Lessor, and to turn over to Lessor any such damages that may be recovered in any such proceeding. Lessor does not reserve to itself, and Lessee does not assign to Lessor, any damages payable for trade fixtures installed by Lessee at its cost and expense and which are not part of the realty. Upon condemnation of a portion of the Premises, this Lease and Lessee's obligations hereunder shall terminate as to such space.

19. **FEDERAL RIGHT TO RECLAIM.** In the event a United States governmental agency shall demand and take over the entire facilities of the Palm Beach International Airport or the portion thereof wherein the Premises are located, for public purposes, then this Lease shall thereupon terminate and Lessor shall be released and fully discharged from any and all liability hereunder arising due to such reclamation. This section shall not act or be construed as a waiver of any rights Lessee may have against the United States as a result of such taking.

20. **NOTICES.** All notices required or contemplated by this Lease shall be in writing and shall be delivered by hand or by United States Certified Mail, Return Receipt Requested, addressed to the party to whom such notice is directed as follows:

Lessor:

Mr. Norbert Ehrich
Vice President of FBO Services
Jet Aviation Associates, Ltd.
Building 1515
Palm Beach International Airport
West Palm Beach, FL 33406

Lessee:

Mr. Jorge Giorgi
Chief Pilot
R & L Aviation, Inc
9805 Northwest 52nd Street Unit 120
Miami, Florida 33178

By giving at least five (5) days' prior written notice to the other party, either party may change its address for notices hereunder.

21. **INSURANCE.** Lessee shall, at its expense, provide and maintain in force during the entire term of this Lease, and any extension or renewal hereof, public liability insurance with limits of coverage not less than Five Hundred Thousand Dollars (\$500,000.00) for any property damage or loss from any one accident, and not less than One Million Dollars (\$1,000,000.00) for injury to any one person from any one accident, applicable to the Premises. If the office area involves aircraft operations it is the Lessee's responsibility to carry Airport Premises Liability Insurance (including Blanket Contractual Liability) covering its aircraft operations at the facility. Such insurance shall be in the amount of not less than \$10,000,000 (ten million) Combined Single Limit any one occurrence. Aircraft operators-insurance for bodily injury/property damage and passenger evidenced by certificate and at each subsequent renewal as long as agreement is in effect. Limit to not less than \$25,000,000 (twenty five million) combined single limit each occurrence. Each policy of insurance shall name as the insured thereunder Lessor and Lessee. Each such liability insurance policy shall be of the type commonly known as Lessor's and Lessee's insurance. The original of each such policy of insurance or certified duplicates thereof issued by the insuring organization shall be delivered by Lessee to Lessor on or before ten (10) days prior to occupancy of the Premises by Lessee and shall provide thirty (30) days' prior notice of cancellation to Lessor.

Upon Lessee's failure to procure such insurance and deliver the policy or certificate to Lessor within ten (10) days from the date of commencement of the term hereunder or ten (10) days before the expiration of any policy delivered to Lessor, Lessor may obtain such insurance and the premiums therefore shall be deemed to be, and shall be paid as, Additional Rent at the next rent payment day.

Lessor will pay, in the first instance, all premiums for fire and extended coverage insurance on the building wherein the leased premises are located. Premiums paid for such insurance for the year of coverage next ending after the tenancy date shall be the "base insurance premiums" herein. If there be an increase in premiums for such insurance during the lease term over the base insurance premiums, Lessee shall pay to Lessor, within thirty (30) days after receipt of written notice and proof of payment thereof, its pro rata share of the actual increase in such fire, flood, and extended coverage insurance, and loss of rents premiums measured by the amount of square footage of floor space occupied by Lessee in relationship to the total amount of rentable square footage of floor space in the insured building.

22. **INDEMNIFICATION.** To the extent permitted by law, Lessee shall defend, indemnify, and hold harmless Lessor and its agents from and against all claims, demands,

Lessor's Initials ME
Lessee's Initials JG

liabilities, causes of action, suits, judgments, and expenses (including attorneys' fees) (any, a "Claim") arising from any occurrence on the Premises or from Lessee's failure to perform its obligations under this Agreement (other than a Claim arising from the sole or gross negligence of Lessor or its agents), even though caused or alleged to be caused by the joint, comparative, or concurrent negligence or fault of Lessor or its agents, and even though any such Claim is based upon or alleged to be based upon the strict liability of Landlord or its agents. This indemnity provision is intended to indemnify Lessor and its agents against the consequences of their own negligence or fault as provided above when Lessor or its agents are jointly, comparatively, or concurrently negligent with Lessee. This indemnity provision shall survive termination or expiration of this Agreement.

23. **DEPOSITS AND ADVANCE RENT.** Upon commencement of this lease, Lessee will pay Lessor **Two Thousand Seven Hundred Dollars** as security for the faithful performance of Lessee's obligations hereunder. In addition, Lessee will deposit with Lessor the sum of Zero Dollars (\$0) as an advance toward the Base Rent and Sales Tax for the last month of the term of this lease. Any funds paid by Lessee to Lessor as a deposit or advance pursuant to the terms of this Lease may be commingled with other funds of Lessor and need not be placed in escrow or otherwise held in a segregated account. If any sum or sums of money shall become payable by Lessee to Lessor pursuant to the terms of this Lease, Lessor shall have the right to apply any deposits or advances made by Lessee against such sums due by Lessee to Lessor, whereupon Lessor shall be entitled to immediate reimbursement for such advance or replenishment of such deposit by Lessee.

24. **REAL ESTATE TAXES.** Lessor will pay, in the first instance and before delinquency, all general real estate taxes and assessments for betterments or improvements which may be levied or assessed by any lawful authority against the demised premises.

25. **DEFAULT.** In the event Lessee shall fail (a) to make any rental or other payment due hereunder or (b) breach or failure to perform any of the agreements herein other than the agreement to pay rent, and shall fail to cure such default within ten (10) days after written notice of default from Lessor, Lessor shall have the option to:

Sue for rents as they become due:

Terminate this lease, resume possession of the Premises for its own account and recover immediately from Lessee the difference between the rent for which provisions is made in this Lease and fair rental value of the Premises for the remainder of the lease term, together with any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; or

Resume possession of the Premises for the account of Lessee and recover from Lessee, at the end of the lease term or at the time each payment of rent becomes due under this Lease, as Lessor may elect, the difference between the rent for which provisions are made in this Lease and the rent received on any releasing, together with all costs and expenses of Lessor in connection with such re-leasing of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing, and if this option is exercised, Lessor shall, in addition, be entitled to recover from Lessee immediately any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent.

In the event the Lessee holds over after the expiration of the Lease Term or after Lessor has become entitled to possession of the premises as a result of the default of the Lessee, the Lessee shall pay to the Lessor, double the daily amount of the daily rate of rental then required by the terms hereof for the last monthly period prior to the date such hold over commences and also pay all direct and consequential damages sustained by Lessor by reason of such hold over.

The remedies for which provision is made in this Lease shall not be exclusive; in addition thereto Lessor may pursue such other remedies as are provided by law in the event of any default by Lessee.

26. **BROKERAGE.** Lessee and Lessor acknowledge that they have not dealt, consulted or negotiated with any real estate broker, sales person or agent who is entitled, by separate agreement, to receive a commission from the Lessor. Each party hereby indemnifies and agrees to hold harmless the other from and against any and all loss and liability resulting from or arising out of any claim that the indemnifying party has dealt or negotiated with any other real estate broker, sales person or agent in connection with this Lease.

27. **ATTORNEYS' FEES.** In the event of litigation under this Lease, the prevailing party shall be entitled to recover its court costs and attorneys' fees from the other party. Attorneys' fees and court costs shall be deemed to include such fees and costs at all levels from pretrial through appeal. If Lessor deems it necessary to employ the services of an attorney to obtain Lessee's compliance with the terms and obligations of this Lease, Lessee shall pay Lessor's reasonable attorneys' fees, which shall be deemed as additional rent, whether or not litigation is commenced.

28. **SUBORDINATION AND ESTOPPEL.** This lease is and shall be subject and subordinate to any and all mortgages that may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision is self-operative and no further instrument of subordination shall be necessary. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby appoints Lessor as Lessee's irrevocable attorney-in-fact to execute any document of subordination on behalf of Lessee.

From time to time, Lessee, on at least five (5) days prior written request by Lessor, will deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid and stating whether or not the Lessor is in default in performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge.

29. **HAZARDOUS SUBSTANCES.** Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all damages, penalties, fines, claims, liens,

suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lessor as a direct or indirect result of noncompliance with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances. Lessee's obligations hereunder shall not be limited to any extent by the term of the Lease. Lessor agrees to provide and maintain approved storage containers for all flammable and hazardous materials. Lessor also agrees to abide by any and all regulations governing the safe, proper handling and disposal of said materials.

30. **ENTIRE AGREEMENT.** Lessee agrees that Lessor has not made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or in which any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought. The covenants and agreements herein contained shall bind, and the benefit and advantages herein shall inure to the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Should any clause or provision of this Lease be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Lease will not be affected thereby. Whenever used, the singular number shall include the plural and the plural shall include the singular and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only and shall not be interpreted to modify or limit the provisions hereof. Lessee shall not record this lease or any memorandum or short form thereof, and the recording thereof in violation of this provision shall make this lease void at Lessor's election. This Lease shall be construed in accordance with the laws of the State of Florida. Time is of the essence in the performance of all obligations under this Lease.

31. **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 testing may be obtained from one's county public health unit.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed the day and year first above written.

Signed, sealed and delivered

LESSOR:

By: 

Norbert Ehrich

Sr. Vice President FBO Services

Date: 4/1/2011

LESSEE:

By: _____


Mr. Jorge Giorgi
Chief Pilot

Date: _____

Fuel

1. During the Term of this Lease, Lessee shall purchase from Lessor at the Facility and Lessor shall sell to Lessee at the Facility, all of the JetA fuel for the Aircraft while at Palm Beach International Airport.
2. Lessee shall use an Exxon Air World card when purchasing JetA fuel or other accepted credit card from Lessor.
3. In the event a fuel spill occurs during the refueling of the Aircraft that is caused by Lessor's negligence, or refueling equipment failure, Lessor will be responsible for fuel spill cleanup costs incurred. Lessee will be responsible for cleanup costs and hazardous waste disposal charges that result from any fuel spilled from the Aircraft on the Premises that resulted from aircraft systems or component failure during refueling or fuel transfer.
4. This Exhibit A shall continue during the Term of the Lease, and any extensions thereof, unless the Lease is sooner terminated in accordance with its terms.

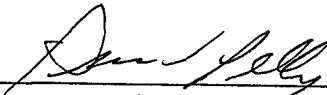
CONSENT TO SUBLEASE

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 **Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation** (the "LESSEE"), dated July 20, 2010 (R-2010-1109), (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated February 1, 2011, and commencing on February 1, 2011, (the "Sublease") with Michael Drescher, (the "SUBLESSEE") 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 ____ day of MAY 09 2011 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

HANGAR SUBLEASE AGREEMENT

This Sublease (this "Lease"), is made and entered into this 1st day of February, 2011, (the "Effective Date") by and between Piedmont Hawthorne Aviation, LLC d/b/a Landmark Aviation ("LESSOR"), and Michael Drescher whose address is Adligenswilerstr. 26 a 6006 LUZERN CH ("LESSEE") (LESSOR and LESSEE are sometimes referred to herein individually as a "Party" and collectively as the "Parties")

WITNESSETH

WHEREAS, LESSOR operates fixed base operation facilities ("FBO") at North County General Aviation, Palm Beach County, Florida Airports (the "Airport") located in Palm Beach County, Florida, pursuant to the Primary Lease (as hereinafter defined); and

WHEREAS, LESSOR leases certain property at the Airports which is available for sublease; and

WHEREAS, LESSEE has indicated willingness and demonstrated the ability to lease the Airport property in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties covenant and agree to the following terms and conditions.

1. Term. The term of this Lease shall be for a period of **twelve months** commencing on the **1st day of February 2011**, (the "Commencement Date") and terminating on the **31st day of January 2012**.

2. Premises. LESSOR hereby leases to LESSEE and LESSEE hereby rents from LESSOR that certain hangar identified as unit number 3, Building 11760, containing a total of 3600 square feet, located at the Airport, all as more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Premises").

3. Rental. LESSEE shall pay LESSOR as the initial annual rental for the Premises, the sum of **Twenty two thousand five hundred Dollars (\$22,500)**, payable in equal monthly installments of **One thousand eight hundred seventy-five Dollars (\$1,875)**, plus any applicable taxes as may be required by law. Payment of rental by LESSEE to LESSOR shall commence on the Commencement Date. Rental 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 Lease, as adjusted in accordance with the provisions of Section 5 below. If the Commencement Date occurs on a day other than the first day of a month, LESSEE shall pay rent from the Commencement Date to the first day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Commencement Date. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. Rental payable for each month during any renewal term shall be the monthly rental in effect for the prior year, as adjusted in accordance with the provisions of Section 5 below. Rental shall be made payable to LESSOR and shall be mailed or hand delivered to the following address:

Landmark Aviation
11600 Aviation Blvd.
West Palm Beach, FL 33412

LESSOR may offer alternative methods of payment, including, but not limited to, payment by debit card, credit card, or similar method of payment. If LESSEE selects an alternative method of payment, LESSEE agrees to abide by any terms and conditions promulgated by LESSOR in connection with the abovementioned method of payment. LESSEE shall pay interest at the rate of one and one half percent (1.5%) per month on late payments, which shall accrue against the delinquent payment(s) from date due until the date payment is received by LESSOR. Notwithstanding the foregoing, LESSOR shall not be prevented from terminating this Lease for default in the payment of rentals or from enforcing any other provisions contained herein or implied by law.

4. Payment of Taxes. LESSEE shall pay any and all taxes and other costs lawfully assessed against its leasehold interest in the Premises, its improvements and its operations under this Lease. LESSEE shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending LESSEE's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings,

LESSEE shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

5. Adjustment of Rent. The amount of rentals due hereunder may be adjusted from time-to-time by the LESSOR. In such event, LESSEE shall be provided at least ninety (90) days advance written notice prior to the commencement of any new rental rate.

6. Security Deposit. LESSEE shall pay to LESSOR, prior to the Effective Date of this Lease, and shall maintain at all times during the term of this Lease, a refundable security deposit, in the form of a certified or cashier's check, in an amount equal to three months rental due hereunder. The security deposit shall be held by LESSOR and will be refunded to LESSEE upon termination of this Lease provided that LESSEE is not in default of any of the provisions of this Lease; the Premises are left in good and serviceable condition, to be determined in the sole discretion of the LESSOR; all rentals, fees, and taxes due are paid in full by LESSEE; and LESSEE has returned all Airport access cards and hangar keys to the LESSOR. If there is a rental or fee deficiency or if the Premises require maintenance or repair in order to be returned to serviceable condition, or if any Airport access cards or hangar key are not returned to LESSOR, the LESSOR may apply the security deposit, or any part thereof, to the deficiency or to costs incurred by LESSOR, plus any applicable administrative overhead.

7. Additional Rent. Any and all sums of money or charges required to be paid by LESSEE under this Lease, other than the annual rent, shall be considered "Additional Rent," whether or not the same is specifically so designated, and LESSOR shall have the same rights to enforce due and timely payment by LESSEE of all Additional Rent as are available to LESSOR with regard to annual rent.

8. Description of Specific Privileges, Uses and Rights. The LESSOR hereby grants to LESSEE, the limited right to use the Premises for the following purposes, and for no other purposes whatsoever, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease:

A. LESSEE shall use the Premises to store the following aircraft which are owned by or leased to LESSEE and registered with the LESSOR in accordance with the provisions of this Lease (the "Registered Aircraft").

FAA Registration No.	<u>N425ML</u>
Make:	<u>Cessna</u>
Model:	<u>C425</u>

LESSEE shall promptly register all aircraft being stored within the Premises with the LESSOR, and shall promptly notify the LESSOR in writing of any changes in registration or aircraft. LESSEE shall not use the Premises for any commercial purpose, including, but not limited to, the sale of products or services of any kind, whether or not such transactions are engaged in for a profit. LESSEE shall not store or park aircraft within the Premises, which are not owned or leased by LESSEE and registered with the LESSOR in accordance with the provisions of this Section.

B. LESSEE may perform only preventive maintenance on the Registered Aircraft, of the kind and to the extent permitted by Title 14, Part 43.3 Appendix A, paragraph (C) of the Code of Federal Regulations entitled "Preventive Maintenance", as may be amended from time to time. LESSEE shall not perform repairs or maintenance to its Aircraft on any ramp, apron, taxiway, runway or other public area of the Airport.

C. LESSEE agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations including, but not limited to, the Palm Beach County Airport Rules and Regulations, Resolution No. R-98-220, as amended and as may be amended from time to time.

D. LESSEE's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.

E. LESSEE may place within the Premises a small desk, workbench, tool cabinet and necessary small hand tools required for work permitted under Section 8(B) above.

F. LESSEE may store parts and accessories within the Premises for the Registered Aircraft, provided, however, storage of any parts, accessories, hulls, or incomplete aircraft,

which are not manufactured for use on, or cannot be readily adapted for use on the Registered Aircraft for the Premises is prohibited.

G. LESSEE may park one (1) operable automobile within the Premises, but only while the Registered Aircraft is in use.

H. LESSEE may place within the Premises one (1) hand-operated winch, and/or one (1) motorized towing vehicle to assist with maneuvering and hanging of aircraft.

I. LESSEE may store not more than five (5) gallons of flammable fluid within the Premises, provided that any such storage shall be limited to NFPA-approved containers, or unopened original cans.

J. LESSEE shall not use the Premises to store furniture, boats, recreational vehicles, hang gliders, ultralights, inoperative or unregistered aircraft (except to the extent permitted under Section 8(F) and (G) above), utility trailers, or any other objects unrelated to the purposes for which the Premises have been leased.

K. LESSEE shall not perform repair service on automobiles or automotive equipment of any kind, other than an authorized motorized towing vehicle, from or at the Premises.

L. LESSEE shall not perform painting or "doping" operations of any kind within the Premises and shall not install or use compressors for any purpose; provided, however, LESSEE may use non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires within the Premises.

M. LESSEE shall install and maintain an appropriate fire extinguisher within the Premises at all times.

N. Subject to written approval of the LESSOR, LESSEE may be permitted to use approved electrical appliances that have a combined maximum load of 5.0 amps or less. Such electrical appliances shall not be used on a continual basis or while the Registered Aircraft is not within the Premises or while the LESSEE is not actually working within the Premises. It shall be the responsibility of the LESSEE to request and obtain the LESSOR's written approval of the installation and use of approved electrical appliances and failure to do so may result in termination of this Lease or other action deemed appropriate by the LESSOR. In addition to any other remedy or action available to LESSOR, LESSOR shall have, and LESSEE hereby agrees that LESSOR shall have the right to enter onto the Premises and remove there from any and all electrical appliances or devices which LESSOR has not approved for installation and use in the Premises. LESSOR shall not be held liable for any such loss or damage suffered by the LESSEE as a result of such action by LESSOR unless such loss or damage results from solely from negligence of LESSOR, its officers, agents, or employees.

O. LESSEE shall not have open flames or weld within the Premises.

P. LESSEE shall keep hangar doors closed when the Registered Aircraft is not being stored within the Premises.

Q. No running water or washing of aircraft shall take place within the Premises, or any other Airport location except the LESSOR approved aircraft wash rack.

9. Description of General Privileges, Uses and Rights. In addition to the specific privileges granted in Section 8 above, LESSOR hereby grants to LESSEE the following general, nonexclusive privileges, uses, and rights on the Airport, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease and the Primary Lease (as hereinafter defined):

A. The general use, in common with others, of all public FBO facilities and improvements which are now or may hereafter be connected with or appurtenant to the FBO (including airfield access). For purposes of this Lease, "public FBO facilities" shall include all necessary roadways, sidewalks, or other public facilities appurtenant to the Airport, which are not specifically leased to or under the contractual control of others.

B. The right of ingress to and egress from the Premises over and across public roadways serving the Airport. Said right shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Except as expressly set forth in Sections 9 (A) and (B) above, nothing contained in this Lease shall be construed to grant to LESSEE the right to use any space or area improved or unimproved which is leased to a third party, or which LESSOR has not leased herein.

10. Condition of Premises. LESSEE acknowledges that LESSOR has made no representations or warranties of any nature whatsoever regarding the Premises including, without limitation, the physical and/or environmental condition of the Premises, or any improvements located thereon, or the value of such Premises or improvements, or the suitability of the Premises for LESSEE's intended use thereof.

11. Obligations of LESSOR.

A. Condition of Airport. Except as to the Premises and facilities leased to others by LESSOR, LESSOR shall maintain all FBO facilities in good and adequate condition for their intended use to the extent required by law.

B. Utilities. LESSEE will be responsible for electrical power.

12. Obligations of LESSEE.

A. Maintenance. LESSEE shall, at its sole cost and expense, maintain the Premises in a clean, safe and presentable condition consistent with good business practice, industry standards, and in accordance with all applicable laws, regulations, and rules of any applicable governmental entity. LESSEE shall repair all damages to the Premises and improvements caused by its employees, patrons, invitees, suppliers of services or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of LESSEE's operations thereon or LESSEE's use of the Premises. LESSEE hereby agrees that it shall abide by the decision of the LESSOR with respect to any and all such maintenance or repair. Upon written notice by the LESSOR to LESSEE, LESSEE shall perform the required maintenance or repair in accordance with the LESSOR's decision. If LESSEE has not made a good faith effort, as determined by the LESSOR, to begin to perform the required maintenance or repair within twenty (20) days after written notice and to diligently pursue the same to completion, LESSOR shall have the right to enter the Premises and perform the necessary maintenance or repair, and LESSEE hereby expressly agrees that it shall fully assume and be liable to LESSOR for payment of any costs incurred by LESSOR, plus a twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable within thirty (30) days from the date of the LESSOR's billing therefore.

B. Alterations, Changes or Additions to the Premises. LESSEE shall not make any improvements, alterations, additions or changes (hereinafter collectively referred to as "Alterations") to the Premises without the LESSOR's prior written consent. Upon written notice by the LESSOR, LESSEE shall remove any Alterations to the Premises, whether or not approved by the LESSOR, and restore the Premises to the condition it was in as of the Commencement Date using materials of like kind and quality. LESSEE shall be responsible for all maintenance or repair to the Premises caused by or resulting from any Alterations made by LESSEE. LESSEE hereby agrees to abide by the decision of the LESSOR with respect to any restoration, removal, maintenance or repair to the Premises caused by or resulting from any Alterations. If LESSEE has not made a good faith effort, as determined by the LESSOR, to perform the required restoration, removal, maintenance or repair, LESSOR shall have the right to enter the Premises and perform the required restoration, removal, maintenance or repair. LESSEE shall pay all costs incurred by LESSOR for any restoration, removal, maintenance or repair, plus a twenty-five percent (25%) administrative overhead, within thirty (30) days of the LESSOR's invoice.

C. Security. LESSEE acknowledges and accepts full responsibility for the security and protection of the Premises and any and all of LESSEE's property placed upon the Premises. LESSEE fully understands that the police security protection provided by LESSOR is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County's Sheriff's Office, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises and property thereon, shall be the sole responsibility of LESSEE and shall involve no cost to LESSOR. LESSOR shall have the right to review, change, alter, or revise any security policy or procedure at any time based on the LESSOR's responsibilities under the Primary Lease (as hereinafter defined), including the right to restrict access to the Airport, including

the Premises, if required by Palm Beach County, the FAA or any agency of the Department of Homeland Security, including the TSA.

D. Vehicle Operations. LESSEE shall provide proof of Automobile Liability Insurance coverage insuring each vehicle operating within the Airport's Air Operations Area ("AOA"), in accordance with Section 14(C) below. LESSEE acknowledges that vehicle access to certain areas of the AOA, including, but not limited to, those areas designated as runways, taxiways and other restricted or limited areas as designated by Palm Beach County, requires prior approval by the LESSOR and Palm Beach County. Conditions of approval of vehicle access within such areas of the AOA may include, but shall not be limited to, lighting and radio requirements for each vehicle, as well as proof of Automobile Liability Insurance coverage for each vehicle, in such amounts and coverage determined by the LESSOR and Palm Beach County.

13. Indemnification. LESSEE agrees to protect, defend, reimburse, indemnify and hold LESSOR and Palm Beach County and their respective agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which LESSOR or Palm Beach County is named or joined, arising out of this Lease or LESSEE's use or occupancy of the Premises, including, without limitation, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with LESSEE's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of LESSEE or any breach of the terms of this Lease; provided, however, LESSEE shall not be responsible to LESSOR for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of LESSOR or Palm Beach County or their respective agents, servants, employees and officers. LESSEE further agrees to hold harmless and indemnify LESSOR for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to LESSEE's activities or operations or use of the Premises whether or not LESSEE was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of LESSEE. LESSEE recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that LESSOR would not have entered into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by LESSOR in support of this indemnification. The obligations arising under this Section shall survive the expiration or termination of this Lease.

14. Insurance. Without limiting LESSEE's obligation to indemnify LESSOR, as provided herein, LESSEE shall provide, pay for, and maintain in force at all times during the term of this Lease:

A. A policy of Aircraft Liability Insurance to protect against bodily injury liability and property damage liability in an amount of not less than One Million Dollars (\$1,000,000) each occurrence, and coverage including risks both on the ground and in flight, for one hundred (100%) percent of the total replacement cost of the Registered Aircraft.

B. A policy of General Liability Insurance to protect against bodily injury liability and property damage liability arising out of use of the leased Premises in an amount of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage must include not less than One Hundred Thousand Dollars (\$250,000) property damage liability for damage to the Premises. This requirement may be satisfied by endorsement to the Aircraft Liability Insurance.

C. LESSEE shall maintain a policy of Automobile Liability Insurance coverage insuring each vehicle operating within the AOA, other than those areas of the AOA designated as runways, taxiways and other restricted or limited areas as designated by the LESSOR, with minimum limits of One Hundred Thousand Dollars (\$100,000) per person, Three Hundred Thousand Dollars (\$300,000) per accident for bodily injury, and Fifty Thousand Dollars (\$50,000) per accident for property damage. For vehicle operations within those areas of the AOA designated as runways, taxiways and other restricted or limited areas as designated by the LESSOR, a policy of Automobile Liability Insurance coverage with higher minimum limits of coverage shall be provided in accordance with Section 12(D) above.

D. A certificate(s) or copy of pertinent pages from the policy(ies) evidencing all required insurance must be provided to LESSOR prior to the Effective Date of this Lease, and

renewal certificate(s) or copies of pertinent pages from renewal policy(ies) must be provided throughout the term of this Lease. The certificate(s) or copy of pertinent policy(ies) must clearly indicate:

1. The coverages and limits provided include coverage for liability arising out of and damage to the Premises; and
2. Confirmation that the Aircraft Liability and General Liability includes "Piedmont Hawthorne Aviation, LLC d/b/a Landmark Aviation, its parent, and all affiliated companies, their directors, officers and employees" and "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Director of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470" as "additional insureds"; and
3. Certificate(s) of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage; and
4. If the Named Insured on the Aircraft Liability Policy is other than LESSEE, and the Aircraft Liability Policy provides coverage for the Premises, that LESSEE is clearly identified as a Named Insured.

LESSOR shall have the right to review and modify insurance requirements of this Lease from time to time, provided that LESSOR gives LESSEE ninety (90) days prior written notice of any such change.

15. Assignment by LESSEE. LESSEE shall not assign an interest in this Lease, or any part thereof, without the prior written consent of the LESSOR, which consent may be granted or withheld at the LESSOR's sole and absolute discretion for any reason or no reason at all. Any attempted assignment without LESSOR approval shall be null and void. In the event the LESSOR provides such consent, LESSEE shall have the right only to the extent permitted by the LESSOR's consent to assign all or any portion of the Premises, provided that any such assignment shall be limited to only the same purposes as are permitted under this Lease. LESSEE is expressly prohibited from subleasing, mortgaging or otherwise encumbering this Lease, or any part thereof. Any such sublease, mortgage or encumbrance shall be considered null and void and will be considered grounds for termination of this Lease.

16. Assignment by LESSOR. LESSOR may freely assign this Lease at any time without the consent of LESSEE, and LESSOR shall be released from all liability and obligation arising under this Lease upon such assignment. In the event of an assignment by LESSOR, LESSEE agrees that it shall recognize LESSOR's assignee as its new landlord under this Lease upon the effective date of such assignment. LESSEE acknowledges and agrees that this Lease shall be subject and subordinate to any future agreement entered into between LESSOR and its assignee related to the Premises, and shall be given only such effect as will not conflict with nor be inconsistent with terms and conditions of such agreement. LESSEE acknowledges and agrees that LESSOR may transfer any security deposit held by LESSOR pursuant to Section 6 above to LESSOR's assignee.

17. Signs and Improvements. No signs, emblems, or advertising shall be placed or erected on or in the Premises.

18. Disclaimer of Liability. LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES LESSOR AND PALM BEACH COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION HEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF LESSEE OR LESSEE'S INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LESSOR'S OR PALM BEACH COUNTY'S NEGLIGENCE. THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR OR PALM BEACH COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, DIMINUTION IN VALUE, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE. LESSEE RELEASES LESSOR FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY LESSOR RELATING TO THIS LEASE. FURTHERMORE, LESSEE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY LESSOR OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK.

THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY LESSEE TO INDEMNIFY THE LESSOR OR PALM BEACH COUNTY FOR THE LESSOR'S OR PALM BEACH COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

19. Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by LESSEE:

A. The vacating or abandonment of the Premises by LESSEE for a period of more than sixty (60) consecutive, calendar days.

B. The failure by LESSEE to make payment of rent or any other payment required to be made by LESSEE, as and when due, where such failure shall continue for a period of three (3) days after written notice from the LESSOR to LESSEE.

C. The failure by LESSEE to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by LESSEE, other than described in paragraph B. above, where such failure shall continue for a period of fifteen (15) days after written notice from the LESSOR; provided, however, that if the nature of LESSEE's default is such that more than fifteen (15) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE has commenced such cure within such fifteen (15) day period and thereafter diligently pursues such cure to completion.

D. To the extent permitted by law, (i) the making by LESSEE or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

E. The discovery by LESSOR that any information given to LESSOR by LESSEE relating to this Lease was materially false.

F. A default by LESSEE of any other agreement or lease between LESSOR and LESSEE, which default has not been cured within the applicable cure period provided in such agreement or lease.

20. Remedies. In the event of any such material default or breach by LESSEE, LESSOR may, at any time thereafter, with or without notice or demand and without limiting any other right or remedy which LESSOR may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

A. Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

B. Terminate LESSEE's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of LESSEE, in which case the rent and other sums due hereunder shall be accelerated and due in full and LESSEE shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what LESSOR is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by LESSEE. Upon such reletting, all rentals received by LESSOR shall be applied, first to the payment of any indebtedness other than rent due under this Lease from LESSEE; second, to the payment of any costs and expenses of such reletting, which shall include all damages incurred by LESSOR due to LESSEE's default including, but not limited to, the cost of recovering possession of the Premises including attorneys' fees, expenses relating to the renovation or alteration of the Premises, and real estate commissions paid by LESSOR relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to LESSEE.

C. Treat this Lease as terminated and reenter and retake possession of the Premises for the account of LESSOR, thereby terminating any further liability under this Lease on the part of LESSEE and LESSOR. Notwithstanding the foregoing, LESSOR shall have a

cause of action to recover any rent remaining unpaid when LESSOR retakes possession of the Premises for the account of LESSOR.

D. Stand by and do nothing, holding LESSEE liable for the rent as it comes due.

E. Pursue any other remedy now or hereafter available to LESSOR under the laws and judicial decisions of the State of Florida.

Notwithstanding anything in this Lease to the contrary, upon the occurrence of a material default or breach of this Lease by LESSEE, LESSOR shall have the right to bring an action for damages. LESSOR further reserves all rights which the laws of the State of Florida confer upon a landlord or a licensor against a tenant or licensee in default.

21. Termination by LESSEE. LESSEE may terminate this Lease, if LESSEE is not in default of this Lease, by giving LESSOR sixty (60) days' advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

A. The issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Premises, which injunction remains in force for a period of at least ninety (90) days.

B. The default by LESSOR in the performance of any covenant or agreement required to be performed by LESSOR and the failure of LESSOR to remedy such default for a period of ninety (90) days after receipt from LESSEE of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if LESSOR shall have remedied the default prior to receipt of LESSEE's notice of termination; or in the event the same cannot be cured within such ninety (90) day period and LESSOR has commenced such cure and thereafter diligently pursues the same until completion.

C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of LESSEE, for a period of at least ninety (90) days.

In the event of termination as herein provided, the Parties shall be relieved of all obligations created hereunder except for those obligations accruing prior to termination of this Lease and those obligations that specifically survive termination of this Lease.

22. Surrender of Premises. LESSEE expressly agrees that it shall immediately surrender the Premises to LESSOR in good and fit condition upon expiration or termination of this Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. All repairs and obligations that LESSEE is responsible for shall be completed by the earliest practical date prior to surrender. In the event LESSEE shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, LESSEE shall be liable to LESSOR for any and all damages, and in addition thereto, LESSEE shall also be strictly liable to pay to LESSOR during the entire time period of such holdover, double rental, as provided for in section 83.06, Florida Statutes. LESSEE shall remove all of its personal property from the Premises prior to the expiration or earlier termination of this Lease. Any personal property of LESSEE, including, but not limited to aircraft, not removed shall, at the option of LESSOR, become the property of LESSOR.

23. Inspection. LESSOR and Palm Beach County, and their respective agents and employees and any applicable Federal, State or local governmental entity having jurisdiction shall have the right to enter the Premises at any time for the purpose of inspecting the Premises for compliance with the provisions of this Lease, the Primary Lease and/or applicable laws. LESSEE agrees that LESSOR may take such action and to make such repairs or alterations as are, in the sole opinion of the LESSOR, desirable or necessary, and to take such materials into or out of the Premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the LESSEE.

24. Relationship of the Parties. LESSEE or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefore.

25. Remedies Cumulative. The rights and remedies of the Parties with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the Parties.

26. Notice. All notices and elections (collectively, "notices") 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 national overnight delivery service, telecopied or faxed, 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 national overnight delivery service, 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:

LESSOR:

Landmark Aviation
11600 Aviation Blvd., #13
West Palm Beach, Florida 33412
Attn: General Manager

With a copy to:

Landmark Aviation
1500 City West Blvd., Suite 600
Houston, Texas 77042
Attn: General Counsel and CFO

LESSEE:

Michael Drescher
Adligenswilerstr. 26 a
6006 LUZERN CH
E-mail Address: michael_drescher@ymail.com

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

27. Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other Party and the Parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section shall not act or be construed as a waiver of any rights LESSEE may have against the United States as a result of such taking.

28. Federal Review. LESSEE acknowledges this Lease may be subject to review or inspection by the Federal Aviation Administration to determine satisfactory compliance with Federal law or grant assurances and this Lease shall be in full force and effect and binding upon the Parties pending such review or inspection by the Federal Aviation Administration, if applicable; provided, however, that upon such review or inspection the Parties agree to modify any of the terms of this Lease which shall be determined by the Federal Aviation Administration to be in violation of existing laws, regulations, grant assurances or other requirements.

29. Primary Lease. This Lease is expressly subject and subordinate to Fixed Base Operator Lease Agreement between Palm Beach County and LESSOR dated July 20, 2010 (the "Primary Lease"), which covers the FBO, the Premises, and adjacent areas. The Parties agree to comply with the Primary Lease and all rules and regulations set forth by Palm Beach County and its designated departments or agencies, as applicable. In the event of a conflict between this Lease and the Primary Lease, the parties agree that the Primary Lease shall control. If the Primary Lease is terminated, canceled for any reason, or abated as to any portion of the Premises or adjacent areas, such termination, cancellation, or abatement will immediately operate as a cancellation of this Lease without any further documentation, and LESSOR and Palm Beach County will be relieved of liability for any and all damages (consequential, direct, actual or otherwise) that LESSEE may sustain as a result.

30. Height Restriction. LESSEE 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 Title 14, Part 77 of the Code of Federal Regulations, as amended and as may be amended from time to time.

31. Right of Flight. The Parties acknowledge that Palm Beach County reserves unto 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 said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

32. Operation of Airport. LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

33. Release. LESSEE acknowledges that noise and/or vibration are inherent to the operation of Airport and hereby releases LESSOR and Palm Beach County from any and all liability relating to the same.

34. Non-discrimination. LESSEE 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, familial status, or disability shall be excluded from participation in or denied the use of the Premises, (b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, familial status, 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 LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, LESSOR of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the LESSOR 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, LESSOR shall have the right to terminate this Lease and to reenter and repossess said Premises and the facilities hereon, and hold the same as if said Lease 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.

35. Damage or Destruction. LESSEE hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of LESSEE or by or with the consent of any person acting for or on behalf of LESSEE. If the Premises, improvements, or any part thereof, are damaged in any way whatsoever by the act, default or negligence of LESSEE or its employees, officers, licensees, agents or invitees, LESSEE shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. LESSEE shall commence such restoration within thirty (30) days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by LESSEE in accordance with the construction requirements established by the LESSOR and Palm Beach County and all applicable laws. If LESSEE fails to restore the Premises as required above, LESSOR shall have the right to enter the Premises and perform the necessary restoration, and LESSEE hereby expressly agrees that it shall fully assume and be liable to LESSOR for payment of the costs incurred by LESSOR, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) days from date of LESSOR's written notice.

36. Partial Destruction. If any of the improvements on the Premises are damaged or destroyed in part by fire or other casualty, LESSOR may terminate this Lease upon written notice to LESSEE within ninety (90) days after the date of any such damage or destruction or commence restoration of the Premises within a commercially reasonable period of time subject to the limitations set forth herein. In the event of restoration of the Premises by LESSOR pursuant to this paragraph, LESSEE's obligation to pay rental shall be abated proportionately on a square footage basis as to that portion of the Premises rendered unusable by reason of casualty commencing on the date of the casualty. Such abatement shall continue until thirty (30) days after notice by LESSOR to LESSEE that the Premises have been substantially repaired or restored. Notwithstanding any provision of this Lease to the contrary, LESSOR shall have no obligation under this Lease to restore the Premises in the event the casualty was the result of the act, default or negligence of LESSEE or its employees, officers, licensees, agents or invitees. In such event, LESSEE shall be obligated to restore the Premises in accordance with Section 35 above with no abatement in rental.

37. Total Casualty. In the event of a total casualty to the Premises which renders the Premises unusable, as reasonably determined by the LESSOR, either party shall have the right to terminate this Lease within ninety (90) days of the date of the casualty by delivering a written notice of termination to the other party in accordance with the notice provisions in this Lease; provided, however, LESSEE shall not have the right to terminate in the event the casualty was the result of the act, default or negligence of LESSEE or LESSEE's employees, officers, licensees, agents or invitees. In such event, LESSEE shall be obligated to restore the Premises in accordance with Section 35 above with no abatement in rental. In the event neither party terminates this Lease pursuant to this Section 37 and LESSOR elects to restore the

Premises, LESSEE's obligation to pay rental shall be abated until thirty (30) days after notice by LESSOR to LESSEE that the Premises have been substantially repaired or restored.

38. Waiver. LESSEE hereby waives any claim against LESSOR for damages or compensation in the event this Lease is terminated pursuant to Sections 36 or 37 above.

39. Limitations. Notwithstanding any provision of this Lease to the contrary, LESSOR shall have no obligation to repair, rebuild or restore LESSEE's personal property or fixtures or any improvements made by LESSEE to the Premises. In the event LESSOR elects to restore or rebuild the Premises following a casualty, LESSOR'S obligation to restore, rebuild or restore the Premises pursuant to this Lease shall exist only to the extent of the insurance proceeds received by LESSOR as a result of such casualty. LESSEE shall not be entitled to and hereby waives any claims against LESSOR for any compensation or damage for any loss of use of the Premises, in whole or in part, or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration. In addition, LESSOR shall not be liable for any damage or inconvenience or interruption of the business of LESSEE occasioned by fire or other casualty.

40. LESSOR not Liable. LESSOR and Palm Beach County shall not be responsible or liable to LESSEE for any claims for compensation or any losses, damages or injury whatsoever sustained by LESSEE including, without limitation, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of LESSOR or Palm Beach County. LESSOR and Palm Beach County shall have the right to limit or restrict LESSEE's access to all or portions of the Airport, including the Premises, prior to, during and after certain emergencies, including, but not limited to, severe weather events such as hurricanes or tropical storms, acts of terrorism, aircraft incursions and other similar emergencies. LESSOR and Palm Beach County shall have no liability whatsoever for limiting access to the Airport or Premises prior to, during or after an emergency. LESSEE shall cooperate with the LESSOR and Palm Beach County to ensure the safety and security of the Airport and the Premises prior to, during and after an emergency event. All personal property placed on or moved onto the Premises shall be at the sole risk of LESSEE. LESSOR and Palm Beach County shall not be liable for any damage or loss of said personal property.

41. Compliance with Laws. Notwithstanding anything to the contrary herein, LESSEE shall not use or permit the use of the Premises or the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Premises or the Airport for Palm Beach County, LESSOR or LESSEE.

42. Waiver. The failure of LESSOR to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that LESSOR may have for any subsequent breach, event of default, or nonperformance, and LESSOR's right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.

43. Subordination to Bond Resolution. This Lease and all rights granted to LESSEE hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by Palm Beach County in the Bond Resolution, and LESSOR and LESSEE 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 LESSOR hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by LESSEE and LESSOR with the terms and provisions of this Lease and Bond Resolution.

44. Subordination to Federal Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which Palm Beach County acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. LESSEE understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between Palm Beach County and the United States of America, or any of its 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.

45. Exclusive Rights. Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed that the rights granted under this Lease are nonexclusive, other than the exclusive right of use of the Premises, and that LESSOR may grant similar privileges to another lessee or other lessees.

46. Public Entity Crimes. As provided in sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this Lease or performing any work in furtherance hereof, LESSEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Palm Beach County pursuant to section 287.133(3)(a), Florida Statutes.

47. Governmental Authority. Nothing in this Lease shall be construed to waive or limit Palm Beach County's governmental authority as a political subdivision of the State of Florida to regulate LESSEE or its operations.

48. Rights Reserved to the LESSOR. All rights not specifically granted LESSEE by this Lease are reserved to the LESSOR.

49. Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

50. Paragraph Headings. The heading of the various articles and sections of this Lease are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

51. Consent and Approval. In the event this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of LESSOR, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Lease requires LESSOR's consent or approval or permits LESSOR to act, such consent, approval or action may be given or performed by the LESSOR's General Manager at the Airport. If LESSEE requests the LESSOR's consent or approval pursuant to any provision of this Lease and LESSOR fails or refuses to give such consent, LESSEE shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

52. No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

53. Binding Effect. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the Parties and their successors and assigns, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

54. Performance. The Parties expressly agree that time is of the essence in this Lease and the failure by LESSEE to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of LESSOR, in addition to any other rights or remedies, relieve LESSOR of any obligation to accept such performance without liability.

55. No Broker. LESSEE warrants to LESSOR that no real estate broker or agent has been used or consulted in connection with the transaction contemplated by this Lease and agrees to indemnify and hold LESSOR harmless from all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by LESSOR as a result of any claim arising out of the acts of LESSEE (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker or agent who claims to have dealt with LESSEE. The terms of this section shall survive the expiration or earlier termination of this Lease.

56. Excusable Delay. Any Party in performing under this Lease shall use reasonable efforts to remedy the cause or causes of an excusable delay. Excusable delays are those delays due to force majeure, acts of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, or labor dispute, and shall toll the time to perform under this Lease.

57. Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by such reference.

58. Venue and Governing Law. To the extent allowed by law, the venue for any action arising from this Lease shall be in Palm Beach County, Florida. This Lease shall be governed by and in accordance with the laws of the State of Florida.

59. Negotiated Agreement. The Parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this Lease. Therefore, doubtful or ambiguous provisions, of any, contained in this Lease shall not be construed against the Party who physically prepared this Lease.

60. Entirety of Agreement. The Parties agree that this Lease sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered except by written instrument executed by the Parties.

61. Radon. 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 Palm Beach County public health unit.

Remainder of page left intentionally blank

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

Witnesses:

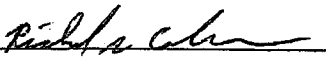
Signature

Print Name

Signature

Print Name

PIEDMONT HAWTHORNE AVIATION, LLC
BY ITS GENERAL MANAGER - F45 AND PHK

By:  1-27-11

Witnesses:

Signature

Print Name

Signature

Print Name

LESSEE

By:

Print Name

Title:


MICHAEL L. DRESSCHER

(R _____)

EXHIBIT "A"

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 **Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation** (the "LESSEE"), dated July 20, 2010 (R-2010-1109), (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated February 1, 2011, and commencing on February 1, 2011, (the "Sublease") with Richard Chevrolet, Inc., (the "SUBLESSEE") 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 ____ day of MAY 09 2011 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

HANGAR SUBLEASE AGREEMENT

This Sublease (this "Lease"), is made and entered into this 1st day of February, 2011, (the "Effective Date") by and between Piedmont Hawthorne Aviation, LLC d/b/a Landmark Aviation ("LESSOR"), and Richard Chevrolet, Inc., whose address is 1405 Highland Ave PO Box 784, Cheshire CT, 06410 ("LESSEE") (LESSOR and LESSEE are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, LESSOR operates fixed base operation facilities ("FBO") at ~~North County General Aviation~~ ~~North Palm Beach County Glades~~ Airports (the "Airport") located in Palm Beach County, Florida, pursuant to the Primary Lease (as hereinafter defined); and

WHEREAS, LESSOR leases certain property at the Airports which is available for sublease; and

WHEREAS, LESSEE has indicated willingness and demonstrated the ability to lease the Airport property in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties covenant and agree to the following terms and conditions.

1. Term. The term of this Lease shall be for a period of 12 mos. commencing on the 1st day of February, 2011, (the "Commencement Date") and terminating on the 31st day of January, 2012. This Lease shall be automatically renewed at 12 month intervals thereafter; however, the Lessee may elect not to renew this Lease upon providing no less than thirty (30) days advance written notice to the other Party.

2. Premises. LESSOR hereby leases to LESSEE and LESSEE hereby rents from LESSOR that certain hangar identified as unit number 2, Building 11760, containing a total of 3600 square feet, located at the Airport, all as more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Premises").

3. Rental. LESSEE shall pay LESSOR as the initial annual rental for the Premises, the sum of Twenty Thousand Five hundred Dollars (\$22,500.00), payable in equal monthly installments of One Thousand Eight Hundred Seventy Five Dollars (\$1,875.00), plus electric any applicable taxes as may be required by law. Payment of rental by LESSEE to LESSOR shall commence on the Commencement Date. Rental 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 Lease, as adjusted in accordance with the provisions of Section 5 below. If the Commencement Date occurs on a day other than the first day of a month, LESSEE shall pay rent from the Commencement Date to the first day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Commencement Date. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. Rental payable for each month during any renewal term shall be the monthly rental in effect for the prior year, as adjusted in accordance with the provisions of Section 5 below. Rental shall be made payable to LESSOR and shall be mailed or hand delivered to the following address:

Landmark Aviation
11600 Aviation Blvd
West Palm Beach
Florida 33412

LESSOR may offer alternative methods of payment, including, but not limited to, payment by debit card, credit card, or similar method of payment. If LESSEE selects an alternative method of payment, LESSEE agrees to abide by any terms and conditions promulgated by LESSOR in connection with the abovementioned method of payment. LESSEE shall pay interest at the rate of one and one half percent (1.5%) per month on late payments, which shall accrue against the delinquent payment(s) from date due until the date payment is received by LESSOR. Notwithstanding the foregoing, LESSOR shall not be prevented from terminating this Lease for default in the payment of rentals or from enforcing any other provisions contained herein or implied by law.

4. Payment of Taxes. LESSEE shall pay any and all taxes and other costs lawfully assessed against its leasehold interest in the Premises, its improvements and its operations under this Lease. LESSEE shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending LESSEE's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, LESSEE shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

5. Adjustment of Rent. The amount of rentals due hereunder may be adjusted from time-to-time by the LESSOR at the end of the lease term. In such event, LESSEE shall be provided at least ninety (90) days advance written notice prior to the commencement of any new rental rate.

6. Security Deposit. LESSEE shall pay to LESSOR, prior to the Effective Date of this Lease, and shall maintain at all times during the term of this Lease, a refundable security deposit, in the form of a certified or cashier's check, in an amount equal to one months rental with a **credit card on file** due hereunder. The security deposit shall be held by LESSOR and will be refunded to LESSEE upon termination of this Lease provided that LESSEE is not in default of any of the provisions of this Lease; the Premises are left in good and serviceable condition, to be determined in the sole discretion of the LESSOR; all rentals, fees, and taxes due are paid in full by LESSEE; and LESSEE has returned all Airport access cards and hangar keys to the LESSOR. If there is a rental or fee deficiency or if the Premises require maintenance or repair in order to be returned to serviceable condition, or if any Airport access cards or hangar key are not returned to LESSOR, the LESSOR may apply the security deposit, or any part thereof, to the deficiency or to costs incurred by LESSOR, plus any applicable administrative overhead.

7. Additional Rent. Any and all sums of money or charges required to be paid by LESSEE under this Lease, other than the annual rent, shall be considered "Additional Rent," whether or not the same is specifically so designated, and LESSOR shall have the same rights to enforce due and timely payment by LESSEE of all Additional Rent as are available to LESSOR with regard to annual rent.

8. Description of Specific Privileges, Uses and Rights. The LESSOR hereby grants to LESSEE, the limited right to use the Premises for the following purposes, and for no other purposes whatsoever, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease:

A. LESSEE shall use the Premises to store the following aircraft which are owned by or leased to LESSEE and registered with the LESSOR in accordance with the provisions of this Lease (the "Registered Aircraft").

FAA Registration No. N628MR

Make: Cessna

Model: 425

LESSEE shall promptly register all aircraft being stored within the Premises with the LESSOR, and shall promptly notify the LESSOR in writing of any changes in registration or aircraft. LESSEE shall not use the Premises for any commercial purpose, including, but not limited to, the sale of products or services of any kind, whether or not such transactions are engaged in for a profit. LESSEE shall not store or park aircraft within the Premises, which are not owned or leased by LESSEE and registered with the LESSOR in accordance with the provisions of this Section.

B. LESSEE may perform only preventive maintenance on the Registered Aircraft, of the kind and to the extent permitted by Title 14, Part 43.3 Appendix A, paragraph (C) of the Code of Federal Regulations entitled "Preventive Maintenance", as may be amended from time to time. LESSEE shall not perform repairs or maintenance to its Aircraft on any ramp, apron, taxiway, runway or other public area of the Airport.

C. LESSEE agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations including, but not limited to, the Palm Beach County Airport Rules and Regulations, Resolution No. R-98-220, as amended and as may be amended from time to time.

D. LESSEE's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.

E. LESSEE may place within the Premises a small desk, workbench, tool cabinet and necessary small hand tools required for work permitted under Section 8(B) above.

F. LESSEE may store parts and accessories within the Premises for the Registered Aircraft, provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on the Registered Aircraft for the Premises is prohibited.

G. LESSEE may park one (1) operable automobile within the Premises, but only while the Registered Aircraft is in use.

H. LESSEE may place within the Premises one (1) hand-operated winch, and/or one (1) motorized towing vehicle to assist with maneuvering and hanging of aircraft.

I. LESSEE may store not more than five (5) gallons of flammable fluid within the Premises, provided that any such storage shall be limited to NFPA-approved containers, or unopened original cans.

J. LESSEE shall not use the Premises to store furniture, boats, recreational vehicles, hang gliders, ultralights, inoperative or unregistered aircraft (except to the extent permitted under Section 8(F) and (G) above), utility trailers, or any other objects unrelated to the purposes for which the Premises have been leased.

K. LESSEE shall not perform repair service on automobiles or automotive equipment of any kind, other than an authorized motorized towing vehicle, from or at the Premises.

L. LESSEE shall not perform painting or "doping" operations of any kind within the Premises and shall not install or use compressors for any purpose; provided, however, LESSEE may use non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires within the Premises.

M. LESSEE shall install and maintain an appropriate fire extinguisher within the Premises at all times.

N. Subject to written approval of the LESSOR, LESSEE may be permitted to use approved electrical appliances that have a combined maximum load of 5.0 amps or less. Such electrical appliances shall not be used on a continual basis or while the Registered Aircraft is not within the Premises or while the LESSEE is not actually working within the Premises. It shall be the responsibility of the LESSEE to request and obtain the LESSOR's written approval of the installation and use of approved electrical appliances and failure to do so may result in termination of this Lease or other action deemed appropriate by the LESSOR. In addition to any other remedy or action available to LESSOR, LESSOR shall have and LESSEE hereby agrees that LESSOR shall have the right to enter onto the Premises and remove therefrom any and all electrical appliances or devices which LESSOR has not approved for installation and use in the Premises. LESSOR shall not be held liable for any such loss or damage suffered by the LESSEE as a result of such action by LESSOR unless such loss or damage results from solely from negligence of LESSOR, its officers, agents, or employees.

O. LESSEE shall not have open flames or weld within the Premises.

P. LESSEE shall keep hangar doors closed when the Registered Aircraft is not being stored within the Premises.

Q. No running water or washing of aircraft shall take place within the Premises, or any other Airport location except the LESSOR approved aircraft wash rack.

9. Description of General Privileges, Uses and Rights. In addition to the specific privileges granted in Section 8 above, LESSOR hereby grants to LESSEE the following general, nonexclusive privileges, uses, and rights on the Airport, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease and the Primary Lease (as hereinafter defined):

A. The general use, in common with others, of all public FBO facilities and improvements which are now or may hereafter be connected with or appurtenant to the FBO (including airfield access). For purposes of this Lease, "public FBO facilities" shall include all necessary roadways, sidewalks, or other public facilities appurtenant to the Airport, which are not specifically leased to or under the contractual control of others.

B. The right of ingress to and egress from the Premises over and across public roadways serving the Airport. Said right shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Except as expressly set forth in Sections 9 (A) and (B) above, nothing contained in this Lease shall be construed to grant to LESSEE the right to use any space or area improved or unimproved which is leased to a third party, or which LESSOR has not leased herein.

10. Condition of Premises. LESSEE acknowledges that LESSOR has made no representations or warranties of any nature whatsoever regarding the Premises including, without limitation, the physical and/or environmental condition of the Premises, or any improvements located thereon, or the value of such Premises or improvements, or the suitability of the Premises for LESSEE's intended use thereof.

11. Obligations of LESSOR.

A. Condition of Airport. Except as to the Premises and facilities leased to others by LESSOR, LESSOR shall maintain all FBO facilities in good and adequate condition for their intended use to the extent required by law.

B. Utilities. LESSOR will be responsible for electrical power within the Premises for lighting and the operation of electrical appliances.

12. Obligations of LESSEE.

A. Maintenance. LESSEE shall, at its sole cost and expense, maintain the Premises in a clean, safe and presentable condition consistent with good business practice, industry standards, and in accordance with all applicable laws, regulations, and rules of any applicable governmental entity. LESSEE shall repair all damages to the Premises and improvements caused by its employees, patrons, invitees, suppliers of services or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of LESSEE's operations thereon or LESSEE's use of the Premises. LESSEE hereby agrees that it shall abide by the decision of the LESSOR with respect to any and all such maintenance or repair. Upon written notice by the LESSOR to LESSEE, LESSEE shall perform the required maintenance or repair in accordance with the LESSOR's decision. If LESSEE has not made a good faith effort, as determined by the LESSOR, to begin to perform the required maintenance or repair within twenty (20) days after written notice and to diligently pursue the same to completion, LESSOR shall have the right to enter the Premises and perform the necessary maintenance or repair, and LESSEE hereby expressly agrees that it shall fully assume and be liable to LESSOR for payment of any costs incurred by LESSOR, plus a twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable within thirty (30) days from the date of the LESSOR's billing therefore. LESSOR will provide janitorial service at no charge to the tenant.

B. Alterations, Changes or Additions to the Premises. LESSEE shall not make any improvements, alterations, additions or changes (hereinafter collectively referred to as "Alterations") to the Premises without the LESSOR's prior written consent. Upon written notice by the LESSOR, LESSEE shall remove any Alterations to the Premises, whether or not approved by the LESSOR, and restore the Premises to the condition it was in as of the Commencement Date using materials of like kind and quality. LESSEE shall be responsible for all maintenance or repair to the Premises caused by or resulting from any Alterations made by LESSEE. LESSEE hereby agrees to abide by the decision of the LESSOR with respect to any restoration, removal, maintenance or repair to the Premises caused by or resulting from any Alterations. If LESSEE has not made a good faith effort, as determined by the LESSOR, to perform the required restoration, removal, maintenance or repair, LESSOR shall have the right to enter the Premises and perform the required restoration, removal, maintenance or repair. LESSEE shall pay all costs incurred by LESSOR for any restoration, removal, maintenance or repair, plus a twenty-five percent (25%) administrative overhead, within thirty (30) days of the LESSOR's invoice.

C. Security. LESSEE acknowledges and accepts full responsibility for the security and protection of the Premises and any and all of LESSEE's property placed upon the Premises. LESSEE fully understands that the police security protection provided by LESSOR is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County's Sheriff's Office, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises and property thereon, shall be the sole responsibility of LESSEE and shall involve no cost to LESSOR. LESSOR shall have the right to review, change, alter, or revise any security policy or procedure at any time based on the LESSOR's responsibilities under the Primary Lease (as hereinafter defined), including the right to restrict access to the Airport, including the Premises, if required by Palm Beach County, the FAA or any agency of the Department of Homeland Security, including the TSA.

D. Vehicle Operations. LESSEE shall provide proof of Automobile Liability Insurance coverage insuring each vehicle operating within the Airport's Air Operations Area ("AOA"), in accordance with Section 14(C) below. LESSEE acknowledges that vehicle access to certain areas of the AOA, including, but not limited to, those areas designated as runways, taxiways and other restricted or limited areas as designated by Palm Beach County, requires prior approval by the LESSOR and Palm Beach County. Conditions of approval of vehicle access within such areas of the AOA may include, but shall not be limited to, lighting and radio requirements for each vehicle, as well as proof of Automobile Liability Insurance coverage for each vehicle, in such amounts and coverage determined by the LESSOR and Palm Beach County.

13. Indemnification. LESSEE agrees to protect, defend, reimburse, indemnify and hold LESSOR and Palm Beach County and their respective agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which LESSOR or Palm Beach County is named or joined, arising out of this Lease or LESSEE's use or occupancy of the Premises, including, without limitation, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with LESSEE's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of LESSEE or any breach of the terms of this Lease; provided, however, LESSEE shall not be responsible to LESSOR for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of LESSOR or Palm Beach County or their respective agents, servants, employees and officers. LESSEE further agrees to hold harmless and indemnify LESSOR for any fines,

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citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to LESSEE's activities or operations or use of the Premises whether or not LESSEE was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of LESSEE. LESSEE recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that LESSOR would not have entered into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by LESSOR in support of this indemnification. The obligations arising under this Section shall survive the expiration or termination of this Lease.

14. Insurance. Without limiting LESSEE's obligation to indemnify LESSOR, as provided herein, LESSEE shall provide, pay for, and maintain in force at all times during the term of this Lease:

A. A policy of Aircraft Liability Insurance to protect against bodily injury liability and property damage liability in an amount of not less than One Million Dollars (\$1,000,000) each occurrence, and coverage including risks both on the ground and in flight, for one hundred (100%) percent of the total replacement cost of the Registered Aircraft.

B. A policy of General Liability Insurance to protect against bodily injury liability and property damage liability arising out of use of the leased Premises in an amount of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage must include not less than One Hundred Thousand Dollars (\$250,000) property damage liability for damage to the Premises. This requirement may be satisfied by endorsement to the Aircraft Liability Insurance.

C. LESSEE shall maintain a policy of Automobile Liability Insurance coverage insuring each vehicle operating within the AOA, other than those areas of the AOA designated as runways, taxiways and other restricted or limited areas as designated by the LESSOR, with minimum limits of One Hundred Thousand Dollars (\$100,000) per person, Three Hundred Thousand Dollars (\$300,000) per accident for bodily injury, and Fifty Thousand Dollars (\$50,000) per accident for property damage. For vehicle operations within those areas of the AOA designated as runways, taxiways and other restricted or limited areas as designated by the LESSOR, a policy of Automobile Liability Insurance coverage with higher minimum limits of coverage shall be provided in accordance with Section 12(D) above.

D. A certificate(s) or copy of pertinent pages from the policy(ies) evidencing all required insurance must be provided to LESSOR prior to the Effective Date of this Lease, and renewal certificate(s) or copies of pertinent pages from renewal policy(ies) must be provided throughout the term of this Lease. The certificate(s) or copy of pertinent policy(ies) must clearly indicate:

1. The coverages and limits provided include coverage for liability arising out of and damage to the Premises; and
2. Confirmation that the Aircraft Liability and General Liability includes "Piedmont Hawthorne Aviation, LLC d/b/a Landmark Aviation, its parent, and all affiliated companies, their directors, officers and employees" and "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Director of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470" as "additional insureds"; and
3. Certificate(s) of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage; and
4. If the Named Insured on the Aircraft Liability Policy is other than LESSEE, and the Aircraft Liability Policy provides coverage for the Premises, that LESSEE is clearly identified as a Named Insured.

LESSOR shall have the right to review and modify insurance requirements of this Lease from time to time, provided that LESSOR gives LESSEE ninety (90) days prior written notice of any such change.

15. Assignment by LESSEE. LESSEE shall not assign an interest in this Lease, or any part thereof, without the prior written consent of the LESSOR, which consent may be granted or withheld at the LESSOR's sole and absolute discretion for any reason or no reason at all. Any attempted assignment without LESSOR approval shall be null and void. In the event the LESSOR provides such consent, LESSEE shall have the right only to the extent permitted by the LESSOR's consent to assign all or any portion of the Premises, provided that any such assignment shall be limited to only the same purposes as are permitted under this Lease. LESSEE is expressly prohibited from subleasing, mortgaging or otherwise encumbering this Lease, or any part thereof. Any such sublease, mortgage or encumbrance shall be considered null and void and will be considered grounds for termination of this Lease.

16. Assignment by LESSOR. LESSOR may freely assign this Lease at any time without the consent of LESSEE, and LESSOR shall be released from all liability and obligation arising under this Lease

upon such assignment. In the event of an assignment by LESSOR, LESSEE agrees that it shall recognize LESSOR's assignee as its new landlord under this Lease upon the effective date of such assignment. LESSEE acknowledges and agrees that this Lease shall be subject and subordinate to any future agreement entered into between LESSOR and its assignee related to the Premises, and shall be given only such effect as will not conflict with nor be inconsistent with terms and conditions of such agreement. LESSEE acknowledges and agrees that LESSOR may transfer any security deposit held by LESSOR pursuant to Section 6 above to LESSOR's assignee.

17. Signs and Improvements. No signs, emblems, or advertising shall be placed or erected on or in the Premises.

18. Disclaimer of Liability. LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES LESSOR AND PALM BEACH COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION HEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF LESSEE OR LESSEE'S INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LESSOR'S OR PALM BEACH COUNTY'S NEGLIGENCE. THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR OR PALM BEACH COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, DIMINUTION IN VALUE, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE. LESSEE RELEASES LESSOR FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY LESSOR RELATING TO THIS LEASE. FURTHERMORE, LESSEE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY LESSOR OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY LESSEE TO INDEMNIFY THE LESSOR OR PALM BEACH COUNTY FOR THE LESSOR'S OR PALM BEACH COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

19. Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by LESSEE:

A. The failure by LESSEE to make payment of rent or any other payment required to be made by LESSEE, as and when due, where such failure shall continue for a period of three (3) days after written notice from the LESSOR to LESSEE.

B. The failure by LESSEE to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by LESSEE, other than described in paragraph B. above, where such failure shall continue for a period of fifteen (15) days after written notice from the LESSOR; provided, however, that if the nature of LESSEE's default is such that more than fifteen (15) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE has commenced such cure within such fifteen (15) day period and thereafter diligently pursues such cure to completion.

C. To the extent permitted by law, (i) the making by LESSEE or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

D. The discovery by LESSOR that any information given to LESSOR by LESSEE relating to this Lease was materially false.

E. A default by LESSEE of any other agreement or lease between LESSOR and LESSEE, which default has not been cured within the applicable cure period provided in such agreement or lease.

20. Remedies. In the event of any such material default or breach by LESSEE, LESSOR may, at any time thereafter, with or without notice or demand and without limiting any other right or remedy which LESSOR may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

Witness:

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Witness:

A. Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

B. Terminate LESSEE's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of LESSEE, in which case the rent and other sums due hereunder shall be accelerated and due in full and LESSEE shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what LESSOR is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by LESSEE. Upon such reletting, all rentals received by LESSOR shall be applied, first to the payment of any indebtedness other than rent due under this Lease from LESSEE; second, to the payment of any costs and expenses of such reletting, which shall include all damages incurred by LESSOR due to LESSEE's default including, but not limited to, the cost of recovering possession of the Premises including attorneys' fees, expenses relating to the renovation or alteration of the Premises, and real estate commissions paid by LESSOR relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to LESSEE.

C. Treat this Lease as terminated and reenter and retake possession of the Premises for the account of LESSOR, thereby terminating any further liability under this Lease on the part of LESSEE and LESSOR. Notwithstanding the foregoing, LESSOR shall have a cause of action to recover any rent remaining unpaid when LESSOR retakes possession of the Premises for the account of LESSOR.

D. Stand by and do nothing, holding LESSEE liable for the rent as it comes due.

E. Pursue any other remedy now or hereafter available to LESSOR under the laws and judicial decisions of the State of Florida.

Notwithstanding anything in this Lease to the contrary, upon the occurrence of a material default or breach of this Lease by LESSEE, LESSOR shall have the right to bring an action for damages. LESSOR further reserves all rights which the laws of the State of Florida confer upon a landlord or a licensor against a tenant or licensee in default.

21. Termination by LESSEE. LESSEE may terminate this Lease, if LESSEE is not in default of this Lease, at anytime by giving LESSOR thirty (30) days' advance written notice to be served as hereinafter provided.

22. Surrender of Premises. LESSEE expressly agrees that it shall immediately surrender the Premises to LESSOR in good and fit condition upon expiration or termination of this Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. All repairs and obligations that LESSEE is responsible for shall be completed by the earliest practical date prior to surrender. In the event LESSEE shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, LESSEE shall be liable to LESSOR for any and all damages, and in addition thereto, LESSEE shall also be strictly liable to pay to LESSOR during the entire time period of such holdover, double rental, as provided for in section 83.06, Florida Statutes. LESSEE shall remove all of its personal property from the Premises prior to the expiration or earlier termination of this Lease. Any personal property of LESSEE, including, but not limited to aircraft, not removed shall, at the option of LESSOR, become the property of LESSOR.

23. Inspection. LESSOR and Palm Beach County, and their respective agents and employees and any applicable Federal, State or local governmental entity having jurisdiction shall have the right to enter the Premises at any time for the purpose of inspecting the Premises for compliance with the provisions of this Lease, the Primary Lease and/or applicable laws. LESSEE agrees that LESSOR may take such action and to make such repairs or alterations as are, in the sole opinion of the LESSOR, desirable or necessary, and to take such materials into or out of the Premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the LESSEE.

24. Relationship of the Parties. LESSEE or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefor.

25. Remedies Cumulative. The rights and remedies of the Parties with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the Parties.

26. Notice. All notices and elections (collectively, "notices") 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 national overnight delivery service, telecopied or faxed, 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 national overnight delivery service, 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

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Signature:

Tenant:

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:

LESSOR:

**Landmark Aviation
11600 Aviation Blvd.,
West Palm Beach, Florida 33412
Attn: General Manager**

With a copy to:

**Landmark Aviation
1500 City West Blvd., Suite 600
Houston, Texas 77042
Attn: General Counsel and CFO**

LESSEE:

**Richard Chevrolet
1405 Highland Ave
PO Box 784
Cheshire, CT 06410
E-mail Address: Richard@richardchevy.com**

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

27. **Federal Right to Reclaim.** In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other Party and the Parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section shall not act or be construed as a waiver of any rights LESSEE may have against the United States as a result of such taking.

28. **Federal Review.** LESSEE acknowledges this Lease may be subject to review or inspection by the Federal Aviation Administration to determine satisfactory compliance with Federal law or grant assurances and this Lease shall be in full force and effect and binding upon the Parties pending such review or inspection by the Federal Aviation Administration, if applicable; provided, however, that upon such review or inspection the Parties agree to modify any of the terms of this Lease which shall be determined by the Federal Aviation Administration to be in violation of existing laws, regulations, grant assurances or other requirements.

29. **Primary Lease.** This Lease is expressly subject and subordinate to Fixed Base Operator Lease Agreement between Palm Beach County and LESSOR dated July 20, 2010 (the "Primary Lease"), which covers the FBO, the Premises, and adjacent areas. The Parties agree to comply with the Primary Lease and all rules and regulations set forth by Palm Beach County and its designated departments or agencies, as applicable. In the event of a conflict between this Lease and the Primary Lease, the parties agree that the Primary Lease shall control. If the Primary Lease is terminated, canceled for any reason, or abated as to any portion of the Premises or adjacent areas, such termination, cancellation, or abatement will immediately operate as a cancellation of this Lease without any further documentation, and LESSOR and Palm Beach County will be relieved of liability for any and all damages (consequential, direct, actual or otherwise) that LESSEE may sustain as a result.

30. **Height Restriction.** LESSEE 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 Title 14, Part 77 of the Code of Federal Regulations, as amended and as may be amended from time to time.

31. **Right of Flight.** The Parties acknowledge that Palm Beach County reserves unto 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 said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

32. **Operation of Airport.** LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

33. **Release.** LESSEE acknowledges that noise and/or vibration are inherent to the operation of Airport and hereby releases LESSOR and Palm Beach County from any and all liability relating to the same.

34. **Non-discrimination.** LESSEE 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,

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Witness:

familial status, or disability shall be excluded from participation in or denied the use of the Premises, (b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, familial status, 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 LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, LESSOR of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the LESSOR 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, LESSOR shall have the right to terminate this Lease and to reenter and repossess said Premises and the facilities hereon, and hold the same as if said Lease 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.

35. Damage or Destruction. LESSEE hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of LESSEE or by or with the consent of any person acting for or on behalf of LESSEE. If the Premises, improvements, or any part thereof, are damaged in any way whatsoever by the act, default or negligence of LESSEE or its employees, officers, licensees, agents or invitees, LESSEE shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. LESSEE shall commence such restoration within thirty (30) days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by LESSEE in accordance with the construction requirements established by the LESSOR and Palm Beach County and all applicable laws. If LESSEE fails to restore the Premises as required above, LESSOR shall have the right to enter the Premises and perform the necessary restoration, and LESSEE hereby expressly agrees that it shall fully assume and be liable to LESSOR for payment of the costs incurred by LESSOR, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) days from date of LESSOR's written notice.

36. Partial Destruction. If any of the improvements on the Premises are damaged or destroyed in part by fire or other casualty, LESSOR may terminate this Lease upon written notice to LESSEE within ninety (90) days after the date of any such damage or destruction or commence restoration of the Premises within a commercially reasonable period of time subject to the limitations set forth herein. In the event of restoration of the Premises by LESSOR pursuant to this paragraph, LESSEE's obligation to pay rental shall be abated proportionately on a square footage basis as to that portion of the Premises rendered unusable by reason of casualty commencing on the date of the casualty. Such abatement shall continue until thirty (30) days after notice by LESSOR to LESSEE that the Premises have been substantially repaired or restored. Notwithstanding any provision of this Lease to the contrary, LESSOR shall have no obligation under this Lease to restore the Premises in the event the casualty was the result of the act, default or negligence of LESSEE or its employees, officers, licensees, agents or invitees. In such event, LESSEE shall be obligated to restore the Premises in accordance with Section 35 above with no abatement in rental.

37. Total Casualty. In the event of a total casualty to the Premises which renders the Premises unusable, as reasonably determined by the LESSOR, either party shall have the right to terminate this Lease within ninety (90) days of the date of the casualty by delivering a written notice of termination to the other party in accordance with the notice provisions in this Lease; provided, however, LESSEE shall not have the right to terminate in the event the casualty was the result of the act, default or negligence of LESSEE or LESSEE's employees, officers, licensees, agents or invitees. In such event, LESSEE shall be obligated to restore the Premises in accordance with Section 35 above with no abatement in rental. In the event neither party terminates this Lease pursuant to this Section 37 and LESSOR elects to restore the Premises, LESSEE's obligation to pay rental shall be abated until thirty (30) days after notice by LESSOR to LESSEE that the Premises have been substantially repaired or restored.

38. Waiver. LESSEE hereby waives any claim against LESSOR for damages or compensation in the event this Lease is terminated pursuant to Sections 36 or 37 above.

39. Limitations. Notwithstanding any provision of this Lease to the contrary, LESSOR shall have no obligation to repair, rebuild or restore LESSEE's personal property or fixtures or any improvements made by LESSEE to the Premises. In the event LESSOR elects to restore or rebuild the Premises following a casualty, LESSOR'S obligation to restore, rebuild or restore the Premises pursuant to this Lease shall exist only to the extent of the insurance proceeds received by LESSOR as a result of such casualty. LESSEE shall not be entitled to and hereby waives any claims against LESSOR for any compensation or damage for any loss of use of the Premises, in whole or in part, or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration. In addition, LESSOR shall not be liable for any damage or inconvenience or interruption of the business of LESSEE occasioned by fire or other casualty.

40. LESSOR not Liable. LESSOR and Palm Beach County shall not be responsible or liable to LESSEE for any claims for compensation or any losses, damages or injury whatsoever sustained by LESSEE including, without limitation, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of LESSOR or Palm Beach County. LESSOR and Palm Beach County shall have the right to limit or restrict LESSEE's access to all or portions of the Airport, including the Premises, prior to, during and after certain emergencies, including, but not limited to, severe

Amended

Exhibit

Contract

weather events such as hurricanes or tropical storms, acts of terrorism, aircraft incursions and other similar emergencies. LESSOR and Palm Beach County shall have no liability whatsoever for limiting access to the Airport or Premises prior to, during or after an emergency. LESSEE shall cooperate with the LESSOR and Palm Beach County to ensure the safety and security of the Airport and the Premises prior to, during and after an emergency event. All personal property placed on or moved onto the Premises shall be at the sole risk of LESSEE. LESSOR and Palm Beach County shall not be liable for any damage or loss of said personal property.

41. Compliance with Laws. Notwithstanding anything to the contrary herein, LESSEE shall not use or permit the use of the Premises or the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Premises or the Airport for Palm Beach County, LESSOR or LESSEE.

42. Waiver. The failure of LESSOR to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that LESSOR may have for any subsequent breach, event of default, or nonperformance, and LESSOR's right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.

43. Subordination to Bond Resolution. This Lease and all rights granted to LESSEE hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by Palm Beach County in the Bond Resolution, and LESSOR and LESSEE 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 LESSOR hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by LESSEE and LESSOR with the terms and provisions of this Lease and Bond Resolution.

44. Subordination to Federal Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which Palm Beach County acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. LESSEE understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between Palm Beach County and the United States of America, or any of its 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.

45. Exclusive Rights. Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed that the rights granted under this Lease are nonexclusive, other than the exclusive right of use of the Premises, and that LESSOR may grant similar privileges to another lessee or other lessees.

46. Public Entity Crimes. As provided in sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this Lease or performing any work in furtherance hereof, LESSEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Palm Beach County pursuant to section 287.133(3)(a), Florida Statutes.

47. Governmental Authority. Nothing in this Lease shall be construed to waive or limit Palm Beach County's governmental authority as a political subdivision of the State of Florida to regulate LESSEE or its operations.

48. Rights Reserved to the LESSOR. All rights not specifically granted LESSEE by this Lease are reserved to the LESSOR.

49. Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

50. Paragraph Headings. The heading of the various articles and sections of this Lease are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

51. Consent and Approval. In the event this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of LESSOR, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Lease requires LESSOR's consent or approval or permits LESSOR to act, such consent, approval or action may be given or performed by the LESSOR's General Manager at the Airport. If LESSEE requests the LESSOR's consent or approval pursuant to any provision of this Lease and LESSOR fails or refuses to give such consent, LESSEE shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

52. No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

53. Binding Effect. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the Parties and their successors and assigns, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

LESSOR

LESSEE

WITNESSES

54. Performance. The Parties expressly agree that time is of the essence in this Lease and the failure by LESSEE to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of LESSOR, in addition to any other rights or remedies, relieve LESSOR of any obligation to accept such performance without liability.

55. No Broker. LESSEE warrants to LESSOR that no real estate broker or agent has been used or consulted in connection with the transaction contemplated by this Lease and agrees to indemnify and hold LESSOR harmless from all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by LESSOR as a result of any claim arising out of the acts of LESSEE (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker or agent who claims to have dealt with LESSEE. The terms of this section shall survive the expiration or earlier termination of this Lease.

56. Excusable Delay. Any Party in performing under this Lease shall use reasonable efforts to remedy the cause or causes of an excusable delay. Excusable delays are those delays due to force majeure, acts of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, or labor dispute, and shall toll the time to perform under this Lease.

57. Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by such reference.

58. Venue and Governing Law. To the extent allowed by law, the venue for any action arising from this Lease shall be in Palm Beach County, Florida. This Lease shall be governed by and in accordance with the laws of the State of Florida.

59. Negotiated Agreement. The Parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this Lease. Therefore, doubtful or ambiguous provisions, of any, contained in this Lease shall not be construed against the Party who physically prepared this Lease.

60. Entirety of Agreement. The Parties agree that this Lease sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered except by written instrument executed by the Parties.

61. Radon. 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 Palm Beach County public health unit.

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IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

Witnesses:

Jackie Stinson
Signature
Jackie Stinson
Print Name

Signature

Print Name

Witnesses:

Signature

Print Name

Signature

Print Name

PIEDMONT HAWTHORNE AVIATION, LLC
BY ITS GENERAL MANAGER - F45 AND PHK

By: Richard

LESSEE:

By: Richard DAPP
Signature
Richard DAPP
Print Name

Title: PRESIDENT

(R _____)

EXHIBIT "A"

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 **Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation** (the "LESSEE"), dated July 20, 2010 (R-2010-1109), (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated March 1, 2011, and commencing on March 1, 2011, (the "Sublease") with Chad Sorknes, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

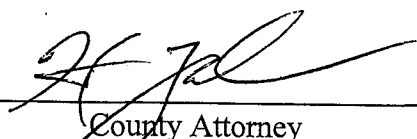
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE 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 ____ day of MAY 09 2011 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

HANGAR SUBLEASE AGREEMENT

This Sublease (this "Lease"), is made and entered into this 1st day of March, 2011, (the "Effective Date") by and between Piedmont Hawthorne Aviation, LLC d/b/a Landmark Aviation ("LESSOR"), and Chad Sorknes whose address is 16179 86th St N Loxahatchee, FL 33470 ("LESSEE") (LESSOR and LESSEE are sometimes referred to herein individually as a "Party" and collectively as the "Parties")

WITNESSETH

WHEREAS, LESSOR operates fixed base operation facilities ("FBO") at North County General Aviation Airports (the "Airport") located in Palm Beach County, Florida, pursuant to the Primary Lease (as hereinafter defined); and

WHEREAS, LESSOR leases certain property at the Airports which is available for sublease; and

WHEREAS, LESSEE has indicated willingness and demonstrated the ability to lease the Airport property in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties covenant and agree to the following terms and conditions.

1. Term. The term of this Lease shall be for a period of twelve months commencing on the 1st day of March 2011, (the "Commencement Date") and terminating on the 31st day of February 2012.

2. Premises. LESSOR hereby leases to LESSEE and LESSEE hereby rents from LESSOR that certain hangar identified as unit number 15, Building 11740, containing a total of 1600 square feet, located at the Airport, all as more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Premises").

3. Rental. LESSEE shall pay LESSOR as the initial annual rental for the Premises, the sum of Seven thousand One hundred Forty Dollars (\$7,140.00), payable in equal monthly installments of Five hundred Ninety-five Dollars (\$595.00), plus any applicable taxes as may be required by law. Payment of rental by LESSEE to LESSOR shall commence on the Commencement Date. Rental 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 Lease, as adjusted in accordance with the provisions of Section 5 below. If the Commencement Date occurs on a day other than the first day of a month, LESSEE shall pay rent from the Commencement Date to the first day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Commencement Date. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. Rental payable for each month during any renewal term shall be the monthly rental in effect for the prior year, as adjusted in accordance with the provisions of Section 5 below. Rental shall be made payable to LESSOR and shall be mailed or hand delivered to the following address:

Landmark Aviation
11600 Aviation Blvd.
West Palm Beach, FL 33412

LESSOR may offer alternative methods of payment, including, but not limited to, payment by debit card, credit card, or similar method of payment. If LESSEE selects an alternative method of payment, LESSEE agrees to abide by any terms and conditions promulgated by LESSOR in connection with the abovementioned method of payment. LESSEE shall pay interest at the rate of one and one half percent (1.5%) per month on late payments, which shall accrue against the delinquent payment(s) from date due until the date payment is received by LESSOR. Notwithstanding the foregoing, LESSOR shall not be prevented from terminating this Lease for default in the payment of rentals or from enforcing any other provisions contained herein or implied by law.

4. Payment of Taxes. LESSEE shall pay any and all taxes and other costs lawfully assessed against its leasehold interest in the Premises, its improvements and its operations under this Lease. LESSEE shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Lessee's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, LESSEE shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such

proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

5. Adjustment of Rent. The amount of rentals due hereunder may be adjusted from time-to-time by the LESSOR. In such event, LESSEE shall be provided at least ninety (90) days advance written notice prior to the commencement of any new rental rate.

6. Security Deposit. LESSEE shall pay to LESSOR, prior to the Effective Date of this Lease, and shall maintain at all times during the term of this Lease, a refundable security deposit, in the form of a certified or cashier's check, in an amount equal to three months rental due hereunder. The security deposit shall be held by LESSOR and will be refunded to LESSEE upon termination of this Lease provided that LESSEE is not in default of any of the provisions of this Lease; the Premises are left in good and serviceable condition, to be determined in the sole discretion of the LESSOR; all rentals, fees, and taxes due are paid in full by LESSEE; and LESSEE has returned all Airport access cards and hangar keys to the LESSOR. If there is a rental or fee deficiency or if the Premises require maintenance or repair in order to be returned to serviceable condition, or if any Airport access cards or hangar key are not returned to LESSOR, the LESSOR may apply the security deposit, or any part thereof, to the deficiency or to costs incurred by LESSOR, plus any applicable administrative overhead.

7. Additional Rent. Any and all sums of money or charges required to be paid by LESSEE under this Lease, other than the annual rent, shall be considered "Additional Rent," whether or not the same is specifically so designated, and LESSOR shall have the same rights to enforce due and timely payment by LESSEE of all Additional Rent as are available to LESSOR with regard to annual rent.

8. Description of Specific Privileges, Uses and Rights. The LESSOR hereby grants to LESSEE, the limited right to use the Premises for the following purposes, and for no other purposes whatsoever, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease:

A. LESSEE shall use the Premises to store the following aircraft which are owned by or leased to LESSEE and registered with the LESSOR in accordance with the provisions of this Lease (the "Registered Aircraft").

FAA Registration No. N1220T

Make: Cessna

Model: C172

LESSEE shall promptly register all aircraft being stored within the Premises with the LESSOR, and shall promptly notify the LESSOR in writing of any changes in registration or aircraft. LESSEE shall not use the Premises for any commercial purpose, including, but not limited to, the sale of products or services of any kind, whether or not such transactions are engaged in for a profit. LESSEE shall not store or park aircraft within the Premises, which are not owned or leased by LESSEE and registered with the LESSOR in accordance with the provisions of this Section.

B. LESSEE may perform only preventive maintenance on the Registered Aircraft, of the kind and to the extent permitted by Title 14, Part 43.3 Appendix A, paragraph (C) of the Code of Federal Regulations entitled "Preventive Maintenance"; as may be amended from time to time. LESSEE shall not perform repairs or maintenance to its Aircraft on any ramp, apron, taxiway, runway or other public area of the Airport.

C. LESSEE agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations including, but not limited to, the Palm Beach County Airport Rules and Regulations, Resolution No. R-98-220, as amended and as may be amended from time to time.

D. LESSEE's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.

E. LESSEE may place within the Premises a small desk, workbench, tool cabinet and necessary small hand tools required for work permitted under Section 8(B) above.

F. LESSEE may store parts and accessories within the Premises for the Registered Aircraft; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft,

which are not manufactured for use on, or cannot be readily adapted for use on the Registered Aircraft for the Premises is prohibited.

G. LESSEE may park one (1) operable automobile within the Premises, but only while the Registered Aircraft is in use.

H. LESSEE may place within the Premises one (1) hand-operated winch, and/or one (1) motorized towing vehicle to assist with maneuvering and hanging of aircraft.

I. LESSEE may store not more than five (5) gallons of flammable fluid within the Premises, provided that any such storage shall be limited to NFPA-approved containers, or unopened original cans.

J. LESSEE shall not use the Premises to store furniture, boats, recreational vehicles, hang gliders, ultralights, inoperative or unregistered aircraft (except to the extent permitted under Section 8(F) and (G) above), utility trailers, or any other objects unrelated to the purposes for which the Premises have been leased.

K. LESSEE shall not perform repair service on automobiles or automotive equipment of any kind, other than an authorized motorized towing vehicle, from or at the Premises.

L. LESSEE shall not perform painting or "doping" operations of any kind within the Premises and shall not install or use compressors for any purpose; provided, however, LESSEE may use non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires within the Premises.

M. LESSEE shall install and maintain an appropriate fire extinguisher within the Premises at all times.

N. Subject to written approval of the LESSOR, LESSEE may be permitted to use approved electrical appliances that have a combined maximum load of 5.0 amps or less. Such electrical appliances shall not be used on a continual basis or while the Registered Aircraft is not within the Premises or while the LESSEE is not actually working within the Premises. It shall be the responsibility of the LESSEE to request and obtain the LESSOR's written approval of the installation and use of approved electrical appliances and failure to do so may result in termination of this Lease or other action deemed appropriate by the LESSOR. In addition to any other remedy or action available to LESSOR, LESSOR shall have, and LESSEE hereby agrees that LESSOR shall have the right to enter onto the Premises and remove there from any and all electrical appliances or devices which LESSOR has not approved for installation and use in the Premises. LESSOR shall not be held liable for any such loss or damage suffered by the LESSEE as a result of such action by LESSOR unless such loss or damage results from solely from negligence of LESSOR, its officers, agents, or employees.

O. LESSEE shall not have open flames or weld within the Premises.

P. LESSEE shall keep hangar doors closed when the Registered Aircraft is not being stored within the Premises.

Q. No running water or washing of aircraft shall take place within the Premises, or any other Airport location except the LESSOR approved aircraft wash rack.

9. Description of General Privileges, Uses and Rights. In addition to the specific privileges granted in Section 8 above, LESSOR hereby grants to LESSEE the following general, nonexclusive privileges, uses, and rights on the Airport, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease and the Primary Lease (as hereinafter defined):

A. The general use, in common with others, of all public FBO facilities and improvements which are now or may hereafter be connected with or appurtenant to the FBO (including airfield access). For purposes of this Lease, "public FBO facilities" shall include all necessary roadways, sidewalks, or other public facilities appurtenant to the Airport, which are not specifically leased to or under the contractual control of others.

B. The right of ingress to and egress from the Premises over and across public roadways serving the Airport. Said right shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Except as expressly set forth in Sections 9 (A) and (B) above, nothing contained in this Lease shall be construed to grant to LESSEE the right to use any space or area improved or unimproved which is leased to a third party, or which LESSOR has not leased herein.

10. Condition of Premises. LESSEE acknowledges that LESSOR has made no representations or warranties of any nature whatsoever regarding the Premises including, without limitation, the physical and/or environmental condition of the Premises, or any improvements located thereon, or the value of such Premises or improvements, or the suitability of the Premises for LESSEE's intended use thereof.

11. Obligations of LESSOR.

A. Condition of Airport. Except as to the Premises and facilities leased to others by LESSOR, LESSOR shall maintain all FBO facilities in good and adequate condition for their intended use to the extent required by law.

B. Utilities. LESSEE will be responsible for electrical power.

12. Obligations of LESSEE.

A. Maintenance. LESSEE shall, at its sole cost and expense, maintain the Premises in a clean, safe and presentable condition consistent with good business practice, industry standards, and in accordance with all applicable laws, regulations, and rules of any applicable governmental entity. LESSEE shall repair all damages to the Premises and improvements caused by its employees, patrons, invitees, suppliers of services or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of LESSEE's operations thereon or LESSEE's use of the Premises. LESSEE hereby agrees that it shall abide by the decision of the LESSOR with respect to any and all such maintenance or repair. Upon written notice by the LESSOR to LESSEE, LESSEE shall perform the required maintenance or repair in accordance with the LESSOR's decision. If LESSEE has not made a good faith effort, as determined by the LESSOR, to begin to perform the required maintenance or repair within twenty (20) days after written notice and to diligently pursue the same to completion, LESSOR shall have the right to enter the Premises and perform the necessary maintenance or repair, and LESSEE hereby expressly agrees that it shall fully assume and be liable to LESSOR for payment of any costs incurred by LESSOR, plus a twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable within thirty (30) days from the date of the LESSOR's billing therefore.

B. Alterations, Changes or Additions to the Premises. LESSEE shall not make any improvements, alterations, additions or changes (hereinafter collectively referred to as "Alterations") to the Premises without the LESSOR's prior written consent. Upon written notice by the LESSOR, LESSEE shall remove any Alterations to the Premises, whether or not approved by the LESSOR, and restore the Premises to the condition it was in as of the Commencement Date using materials of like kind and quality. LESSEE shall be responsible for all maintenance or repair to the Premises caused by or resulting from any Alterations made by LESSEE. LESSEE hereby agrees to abide by the decision of the LESSOR with respect to any restoration, removal, maintenance or repair to the Premises caused by or resulting from any Alterations. If LESSEE has not made a good faith effort, as determined by the LESSOR, to perform the required restoration, removal, maintenance or repair, LESSOR shall have the right to enter the Premises and perform the required restoration, removal, maintenance or repair. LESSEE shall pay all costs incurred by LESSOR for any restoration, removal, maintenance or repair, plus a twenty-five percent (25%) administrative overhead, within thirty (30) days of the LESSOR's invoice.

C. Security. LESSEE acknowledges and accepts full responsibility for the security and protection of the Premises and any and all of LESSEE's property placed upon the Premises. LESSEE fully understands that the police security protection provided by LESSOR is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County's Sheriff's Office, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises and property thereon, shall be the sole responsibility of LESSEE and shall involve no cost to LESSOR. LESSOR shall have the right to review, change, alter, or revise any security policy or procedure at any time based on the LESSOR's responsibilities under the Primary Lease (as hereinafter defined), including the right to restrict access to the Airport, including

the Premises, if required by Palm Beach County, the FAA or any agency of the Department of Homeland Security, including the TSA.

D. Vehicle Operations. LESSEE shall provide proof of Automobile Liability Insurance coverage insuring each vehicle operating within the Airport's Air Operations Area ("AOA"), in accordance with Section 14(C) below. LESSEE acknowledges that vehicle access to certain areas of the AOA, including, but not limited to, those areas designated as runways, taxiways and other restricted or limited areas as designated by Palm Beach County, requires prior approval by the LESSOR and Palm Beach County. Conditions of approval of vehicle access within such areas of the AOA may include, but shall not be limited to, lighting and radio requirements for each vehicle, as well as proof of Automobile Liability Insurance coverage for each vehicle, in such amounts and coverage determined by the LESSOR and Palm Beach County.

13. Indemnification. LESSEE agrees to protect, defend, reimburse, indemnify and hold LESSOR and Palm Beach County and their respective agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which LESSOR or Palm Beach County is named or joined, arising out of this Lease or LESSEE's use or occupancy of the Premises, including, without limitation, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with LESSEE's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of LESSEE or any breach of the terms of this Lease; provided, however, LESSEE shall not be responsible to LESSOR for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of LESSOR or Palm Beach County or their respective agents, servants, employees and officers. LESSEE further agrees to hold harmless and indemnify LESSOR for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to LESSEE's activities or operations or use of the Premises whether or not LESSEE was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of LESSEE. LESSEE recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that LESSOR would not have entered into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by LESSOR in support of this indemnification. The obligations arising under this Section shall survive the expiration or termination of this Lease.

14. Insurance. Without limiting LESSEE's obligation to indemnify LESSOR, as provided herein, LESSEE shall provide, pay for, and maintain in force at all times during the term of this Lease:

A. A policy of Aircraft Liability Insurance to protect against bodily injury liability and property damage liability in an amount of not less than One Million Dollars (\$1,000,000) each occurrence, and coverage including risks both on the ground and in flight, for one hundred (100%) percent of the total replacement cost of the Registered Aircraft.

B. A policy of General Liability Insurance to protect against bodily injury liability and property damage liability arising out of use of the leased Premises in an amount of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage must include not less than One Hundred Thousand Dollars (\$250,000) property damage liability for damage to the Premises. This requirement may be satisfied by endorsement to the Aircraft Liability Insurance.

C. LESSEE shall maintain a policy of Automobile Liability Insurance coverage insuring each vehicle operating within the AOA, other than those areas of the AOA designated as runways, taxiways and other restricted or limited areas as designated by the LESSOR, with minimum limits of One Hundred Thousand Dollars (\$100,000) per person, Three Hundred Thousand Dollars (\$300,000) per accident for bodily injury, and Fifty Thousand Dollars (\$50,000) per accident for property damage. For vehicle operations within those areas of the AOA designated as runways, taxiways and other restricted or limited areas as designated by the LESSOR, a policy of Automobile Liability Insurance coverage with higher minimum limits of coverage shall be provided in accordance with Section 12(D) above.

D. A certificate(s) or copy of pertinent pages from the policy(ies) evidencing all required insurance must be provided to LESSOR prior to the Effective Date of this Lease, and

renewal certificate(s) or copies of pertinent pages from renewal policy(ies) must be provided throughout the term of this Lease. The certificate(s) or copy of pertinent policy(ies) must clearly indicate:

1. The coverages and limits provided include coverage for liability arising out of and damage to the Premises; and
2. Confirmation that the Aircraft Liability and General Liability includes "Piedmont Hawthorne Aviation, LLC d/b/a Landmark Aviation, its parent, and all affiliated companies, their directors, officers and employees" and "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Director of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470" as "additional insureds"; and
3. Certificate(s) of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage; and
4. If the Named Insured on the Aircraft Liability Policy is other than LESSEE, and the Aircraft Liability Policy provides coverage for the Premises, that LESSEE is clearly identified as a Named Insured.

LESSOR shall have the right to review and modify insurance requirements of this Lease from time to time, provided that LESSOR gives LESSEE ninety (90) days prior written notice of any such change.

15. Assignment by LESSEE. LESSEE shall not assign an interest in this Lease, or any part thereof, without the prior written consent of the LESSOR, which consent may be granted or withheld at the LESSOR's sole and absolute discretion for any reason or no reason at all. Any attempted assignment without LESSOR approval shall be null and void. In the event the LESSOR provides such consent, LESSEE shall have the right only to the extent permitted by the LESSOR's consent to assign all or any portion of the Premises, provided that any such assignment shall be limited to only the same purposes as are permitted under this Lease. LESSEE is expressly prohibited from subleasing, mortgaging or otherwise encumbering this Lease, or any part thereof. Any such sublease, mortgage or encumbrance shall be considered null and void and will be considered grounds for termination of this Lease.

16. Assignment by LESSOR. LESSOR may freely assign this Lease at any time without the consent of LESSEE, and LESSOR shall be released from all liability and obligation arising under this Lease upon such assignment. In the event of an assignment by LESSOR, LESSEE agrees that it shall recognize LESSOR's assignee as its new landlord under this Lease upon the effective date of such assignment. LESSEE acknowledges and agrees that this Lease shall be subject and subordinate to any future agreement entered into between LESSOR and its assignee related to the Premises, and shall be given only such effect as will not conflict with nor be inconsistent with terms and conditions of such agreement. LESSEE acknowledges and agrees that LESSOR may transfer any security deposit held by LESSOR pursuant to Section 6 above to LESSOR's assignee.

17. Signs and Improvements. No signs, emblems, or advertising shall be placed or erected on or in the Premises.

18. Disclaimer of Liability. LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES LESSOR AND PALM BEACH COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION HEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF LESSEE OR LESSEE'S INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LESSOR'S OR PALM BEACH COUNTY'S NEGLIGENCE. THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR OR PALM BEACH COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, DIMINUTION IN VALUE, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE. LESSEE RELEASES LESSOR FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY LESSOR RELATING TO THIS LEASE. FURTHERMORE, LESSEE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY LESSOR OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK.

THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY LESSEE TO INDEMNIFY THE LESSOR OR PALM BEACH COUNTY FOR THE LESSOR'S OR PALM BEACH COUNTY'S NEGLIGENCE, WILLFUL OR INTENTIONAL ACTS.

19. Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by LESSEE:

A. The vacating or abandonment of the Premises by LESSEE for a period of more than sixty (60) consecutive, calendar days.

B. The failure by LESSEE to make payment of rent or any other payment required to be made by LESSEE, as and when due, where such failure shall continue for a period of three (3) days after written notice from the LESSOR to LESSEE.

C. The failure by LESSEE to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by LESSEE, other than described in paragraph B. above, where such failure shall continue for a period of fifteen (15) days after written notice from the LESSOR; provided, however, that if the nature of LESSEE's default is such that more than fifteen (15) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE has commenced such cure within such fifteen (15) day period and thereafter diligently pursues such cure to completion.

D. To the extent permitted by law, (i) the making by LESSEE or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

E. The discovery by LESSOR that any information given to LESSOR by LESSEE relating to this Lease was materially false.

F. A default by LESSEE of any other agreement or lease between LESSOR and LESSEE, which default has not been cured within the applicable cure period provided in such agreement or lease.

20. Remedies. In the event of any such material default or breach by LESSEE, LESSOR may, at any time thereafter, with or without notice or demand and without limiting any other right or remedy which LESSOR may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

A. Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

B. Terminate LESSEE's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of LESSEE, in which case the rent and other sums due hereunder shall be accelerated and due in full and LESSEE shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what LESSOR is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by LESSEE. Upon such reletting, all rentals received by LESSOR shall be applied, first to the payment of any indebtedness other than rent due under this Lease from LESSEE; second, to the payment of any costs and expenses of such reletting, which shall include all damages incurred by LESSOR due to LESSEE's default including, but not limited to, the cost of recovering possession of the Premises including attorneys' fees, expenses relating to the renovation or alteration of the Premises, and real estate commissions paid by LESSOR relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to LESSEE.

C. Treat this Lease as terminated and reenter and retake possession of the Premises for the account of LESSOR, thereby terminating any further liability under this Lease on the part of LESSEE and LESSOR. Notwithstanding the foregoing, LESSOR shall have a

cause of action to recover any rent remaining unpaid when LESSOR retakes possession of the Premises for the account of LESSOR.

D. Stand by and do nothing, holding LESSEE liable for the rent as it comes due.

E. Pursue any other remedy now or hereafter available to LESSOR under the laws and judicial decisions of the State of Florida.

Notwithstanding anything in this Lease to the contrary, upon the occurrence of a material default or breach of this Lease by LESSEE, LESSOR shall have the right to bring an action for damages. LESSOR further reserves all rights which the laws of the State of Florida confer upon a landlord or a licensor against a tenant or licensee in default.

21. Termination by LESSEE. LESSEE may terminate this Lease, if LESSEE is not in default of this Lease, by giving LESSOR sixty (60) days' advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

A. The issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Premises, which injunction remains in force for a period of at least ninety (90) days.

B. The default by LESSOR in the performance of any covenant or agreement required to be performed by LESSOR and the failure of LESSOR to remedy such default for a period of ninety (90) days after receipt from LESSEE of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if LESSOR shall have remedied the default prior to receipt of LESSEE's notice of termination; or in the event the same cannot be cured within such ninety (90) day period and LESSOR has commenced such cure and thereafter diligently pursues the same until completion.

C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of LESSEE, for a period of at least ninety (90) days.

In the event of termination as herein provided, the Parties shall be relieved of all obligations created hereunder except for those obligations accruing prior to termination of this Lease and those obligations that specifically survive termination of this Lease.

22. Surrender of Premises. LESSEE expressly agrees that it shall immediately surrender the Premises to LESSOR in good and fit condition upon expiration or termination of this Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. All repairs and obligations that LESSEE is responsible for shall be completed by the earliest practical date prior to surrender. In the event LESSEE shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, LESSEE shall be liable to LESSOR for any and all damages, and in addition thereto, LESSEE shall also be strictly liable to pay to LESSOR during the entire time period of such holdover, double rental, as provided for in section 83.06, Florida Statutes. LESSEE shall remove all of its personal property from the Premises prior to the expiration or earlier termination of this Lease. Any personal property of LESSEE, including, but not limited to aircraft, not removed shall, at the option of LESSOR, become the property of LESSOR.

23. Inspection. LESSOR and Palm Beach County, and their respective agents and employees and any applicable Federal, State or local governmental entity having jurisdiction shall have the right to enter the Premises at any time for the purpose of inspecting the Premises for compliance with the provisions of this Lease, the Primary Lease and/or applicable laws. LESSEE agrees that LESSOR may take such action and to make such repairs or alterations as are, in the sole opinion of the LESSOR, desirable or necessary, and to take such materials into or out of the Premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the LESSEE.

24. Relationship of the Parties. LESSEE or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefore.

25. Remedies Cumulative. The rights and remedies of the Parties with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the Parties.

26. Notice. All notices and elections (collectively, "notices") 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 national overnight delivery service, telecopied or faxed, 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 national overnight delivery service, 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:

LESSOR:

Landmark Aviation
11600 Aviation Blvd., #13
West Palm Beach, Florida 33412
Attn: General Manager

With a copy to:

Landmark Aviation
1500 City West Blvd., Suite 600
Houston, Texas 77042
Attn: General Counsel and CFO

LESSEE:

Chad Sorknes
16179 86th St N
Loxahatchee, FL 33470
captain@yachtfarniente.com

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

27. Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other Party and the Parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section shall not act or be construed as a waiver of any rights LESSEE may have against the United States as a result of such taking.

28. Federal Review. LESSEE acknowledges this Lease may be subject to review or inspection by the Federal Aviation Administration to determine satisfactory compliance with Federal law or grant assurances and this Lease shall be in full force and effect and binding upon the Parties pending such review or inspection by the Federal Aviation Administration, if applicable; provided, however, that upon such review or inspection the Parties agree to modify any of the terms of this Lease which shall be determined by the Federal Aviation Administration to be in violation of existing laws, regulations, grant assurances or other requirements.

29. Primary Lease. This Lease is expressly subject and subordinate to Fixed Base Operator Lease Agreement between Palm Beach County and LESSOR dated July 20, 2010 (the "Primary Lease"), which covers the FBO, the Premises, and adjacent areas. The Parties agree to comply with the Primary Lease and all rules and regulations set forth by Palm Beach County and its designated departments or agencies, as applicable. In the event of a conflict between this Lease and the Primary Lease, the parties agree that the Primary Lease shall control. If the Primary Lease is terminated, canceled for any reason, or abated as to any portion of the Premises or adjacent areas, such termination, cancellation, or abatement will immediately operate as a cancellation of this Lease without any further documentation, and LESSOR and Palm Beach County will be relieved of liability for any and all damages (consequential, direct, actual or otherwise) that LESSEE may sustain as a result.

30. Height Restriction. LESSEE 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 Title 14, Part 77 of the Code of Federal Regulations, as amended and as may be amended from time to time.

31. Right of Flight. The Parties acknowledge that Palm Beach County reserves unto 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 said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

32. Operation of Airport. LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

33. Release. LESSEE acknowledges that noise and/or vibration are inherent to the operation of Airport and hereby releases LESSOR and Palm Beach County from any and all liability relating to the same.

34. Non-discrimination. LESSEE 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, familial status, or disability shall be excluded from participation in or denied the use of the Premises, (b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, familial status, 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 LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, LESSOR of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the LESSOR 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, LESSOR shall have the right to terminate this Lease and to reenter and repossess said Premises and the facilities hereon, and hold the same as if said Lease 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.

35. Damage or Destruction. LESSEE hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of LESSEE or by or with the consent of any person acting for or on behalf of LESSEE. If the Premises, improvements, or any part thereof, are damaged in any way whatsoever by the act, default or negligence of LESSEE or its employees, officers, licensees, agents or invitees, LESSEE shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. LESSEE shall commence such restoration within thirty (30) days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by LESSEE in accordance with the construction requirements established by the LESSOR and Palm Beach County and all applicable laws. If LESSEE fails to restore the Premises as required above, LESSOR shall have the right to enter the Premises and perform the necessary restoration, and LESSEE hereby expressly agrees that it shall fully assume and be liable to LESSOR for payment of the costs incurred by LESSOR, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) days from date of LESSOR's written notice.

36. Partial Destruction. If any of the improvements on the Premises are damaged or destroyed in part by fire or other casualty, LESSOR may terminate this Lease upon written notice to LESSEE within ninety (90) days after the date of any such damage or destruction or commence restoration of the Premises within a commercially reasonable period of time subject to the limitations set forth herein. In the event of restoration of the Premises by LESSOR pursuant to this paragraph, LESSEE's obligation to pay rental shall be abated proportionately on a square footage basis as to that portion of the Premises rendered unusable by reason of casualty commencing on the date of the casualty. Such abatement shall continue until thirty (30) days after notice by LESSOR to LESSEE that the Premises have been substantially repaired or restored. Notwithstanding any provision of this Lease to the contrary, LESSOR shall have no obligation under this Lease to restore the Premises in the event the casualty was the result of the act, default or negligence of LESSEE or its employees, officers, licensees, agents or invitees. In such event, LESSEE shall be obligated to restore the Premises in accordance with Section 35 above with no abatement in rental.

37. Total Casualty. In the event of a total casualty to the Premises which renders the Premises unusable, as reasonably determined by the LESSOR, either party shall have the right to terminate this Lease within ninety (90) days of the date of the casualty by delivering a written notice of termination to the other party in accordance with the notice provisions in this Lease; provided, however, LESSEE shall not have the right to terminate in the event the casualty was the result of the act, default or negligence of LESSEE or LESSEE's employees, officers, licensees, agents or invitees. In such event, LESSEE shall be obligated to restore the Premises in accordance with Section 35 above with no abatement in rental. In the event neither party terminates this Lease pursuant to this Section 37 and LESSOR elects to restore the

Premises, LESSEE's obligation to pay rental shall be abated until thirty (30) days after notice by LESSOR to LESSEE that the Premises have been substantially repaired or restored.

38. Waiver. LESSEE hereby waives any claim against LESSOR for damages or compensation in the event this Lease is terminated pursuant to Sections 36 or 37 above.

39. Limitations. Notwithstanding any provision of this Lease to the contrary, LESSOR shall have no obligation to repair, rebuild or restore LESSEE's personal property or fixtures or any improvements made by LESSEE to the Premises. In the event LESSOR elects to restore or rebuild the Premises following a casualty, LESSOR'S obligation to restore, rebuild or restore the Premises pursuant to this Lease shall exist only to the extent of the insurance proceeds received by LESSOR as a result of such casualty. LESSEE shall not be entitled to and hereby waives any claims against LESSOR for any compensation or damage for any loss of use of the Premises, in whole or in part, or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration. In addition, LESSOR shall not be liable for any damage or inconvenience or interruption of the business of LESSEE occasioned by fire or other casualty.

40. LESSOR not Liable. LESSOR and Palm Beach County shall not be responsible or liable to LESSEE for any claims for compensation or any losses, damages or injury whatsoever sustained by LESSEE including, without limitation, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of LESSOR or Palm Beach County. LESSOR and Palm Beach County shall have the right to limit or restrict LESSEE's access to all or portions of the Airport, including the Premises, prior to, during and after certain emergencies, including, but not limited to, severe weather events such as hurricanes or tropical storms, acts of terrorism, aircraft incursions and other similar emergencies. LESSOR and Palm Beach County shall have no liability whatsoever for limiting access to the Airport or Premises prior to, during or after an emergency. LESSEE shall cooperate with the LESSOR and Palm Beach County to ensure the safety and security of the Airport and the Premises prior to, during and after an emergency event. All personal property placed on or moved onto the Premises shall be at the sole risk of LESSEE. LESSOR and Palm Beach County shall not be liable for any damage or loss of said personal property.

41. Compliance with Laws. Notwithstanding anything to the contrary herein, LESSEE shall not use or permit the use of the Premises or the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Premises or the Airport for Palm Beach County, LESSOR or LESSEE.

42. Waiver. The failure of LESSOR to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that LESSOR may have for any subsequent breach, event of default, or nonperformance, and LESSOR's right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.

43. Subordination to Bond Resolution. This Lease and all rights granted to LESSEE hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by Palm Beach County in the Bond Resolution, and LESSOR and LESSEE 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 LESSOR hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by LESSEE and LESSOR with the terms and provisions of this Lease and Bond Resolution.

44. Subordination to Federal Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which Palm Beach County acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. LESSEE understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between Palm Beach County and the United States of America, or any of its 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.

45. Exclusive Rights. Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed that the rights granted under this Lease are nonexclusive, other than the exclusive right of use of the Premises, and that LESSOR may grant similar privileges to another lessee or other lessees.

46. Public Entity Crimes. As provided in sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this Lease or performing any work in furtherance hereof, LESSEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Palm Beach County pursuant to section 287.133(3)(a), Florida Statutes.

47. Governmental Authority. Nothing in this Lease shall be construed to waive or limit Palm Beach County's governmental authority as a political subdivision of the State of Florida to regulate LESSEE or its operations.

48. Rights Reserved to the LESSOR. All rights not specifically granted LESSEE by this Lease are reserved to the LESSOR.

49. Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

50. Paragraph Headings. The heading of the various articles and sections of this Lease are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

51. Consent and Approval. In the event this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of LESSOR, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Lease requires LESSOR's consent or approval or permits LESSOR to act, such consent, approval or action may be given or performed by the LESSOR's General Manager at the Airport. If LESSEE requests the LESSOR's consent or approval pursuant to any provision of this Lease and LESSOR fails or refuses to give such consent, LESSEE shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

52. No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

53. Binding Effect. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the Parties and their successors and assigns, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

54. Performance. The Parties expressly agree that time is of the essence in this Lease and the failure by LESSEE to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of LESSOR, in addition to any other rights or remedies, relieve LESSOR of any obligation to accept such performance without liability.

55. No Broker. LESSEE warrants to LESSOR that no real estate broker or agent has been used or consulted in connection with the transaction contemplated by this Lease and agrees to indemnify and hold LESSOR harmless from all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by LESSOR as a result of any claim arising out of the acts of LESSEE (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker or agent who claims to have dealt with LESSEE. The terms of this section shall survive the expiration or earlier termination of this Lease.

56. Excusable Delay. Any Party in performing under this Lease shall use reasonable efforts to remedy the cause or causes of an excusable delay. Excusable delays are those delays due to force majeure, acts of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, or labor dispute, and shall toll the time to perform under this Lease.

57. Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by such reference.

58. Venue and Governing Law. To the extent allowed by law, the venue for any action arising from this Lease shall be in Palm Beach County, Florida. This Lease shall be governed by and in accordance with the laws of the State of Florida.

59. Negotiated Agreement. The Parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this Lease. Therefore, doubtful or ambiguous provisions, of any, contained in this Lease shall not be construed against the Party who physically prepared this Lease.

60. Entirety of Agreement. The Parties agree that this Lease sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered except by written instrument executed by the Parties.

61. Radon. 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 Palm Beach County public health unit.

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IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

Witnesses:

Susie Rae
Signature
Susie Rae
Print Name

Signature

Print Name

PIEDMONT HAWTHORNE AVIATION, LLC
BY ITS GENERAL MANAGER - F45 AND PHK

By: [Signature]

Witnesses:

Susie Rae
Signature
Susie Rae
Print Name

Signature

Print Name

LESSEE:

By: [Signature]

Chad Sorknes
Print Name

Title: Owner / Lessee

~~Insert if applicable when terminating a prior Hangar Lease Agreement~~

Witnesses:

~~NAME OF TERMINATING PARTY:~~

~~By:~~

~~Signature~~

~~Print Name~~

~~Print Name~~

~~Signature~~

~~Print Name~~

~~Signature~~

~~Print Name~~

(R _____)

EXHIBIT "A"

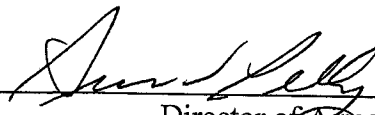
CONSENT TO SUBLEASE

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 **Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation** (the "LESSEE"), dated July 20, 2010 (R-2010-1109), (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated May 1, 2011, and commencing on May 1, 2011, (the "Sublease") with Y.B. DUL Inc., (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

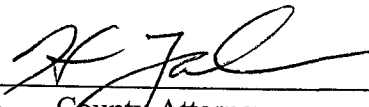
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE 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 ___ day of MAY 09 2011 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

HANGAR SUBLEASE AGREEMENT

This Sublease (this "Lease"), is made and entered into this 1st day of May, (the "Effective Date") by and between Piedmont Hawthorne Aviation, LLC d/b/a Landmark Aviation ("LESSOR"), and Joe Rares "Y. B. DUL Inc", whose address is 4300 SW 73rd Ave Miami FL, 33155 ("LESSEE") (LESSOR and LESSEE are sometimes referred to herein individually as a "Party" and collectively as the "Parties")

WITNESSETH

WHEREAS, LESSOR operates fixed base operation facilities ("FBO") at North County General Aviation Airport (the "Airport") located in Palm Beach County, Florida, pursuant to the Primary Lease (as hereinafter defined); and

WHEREAS, LESSOR leases certain property at the Airports which is available for sublease; and

WHEREAS, LESSEE has indicated willingness and demonstrated the ability to lease the Airport property in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties covenant and agree to the following terms and conditions.

1. Term. The term of this Lease shall be for a period of twelve months commencing on the 1st day of May 2011, (the "Commencement Date") and terminating on the 30th day of April 2012.

2. Premises. LESSOR hereby leases to LESSEE and LESSEE hereby rents from LESSOR that certain hangar identified as unit number 9, Building 11750, containing a total of 1600 square feet, located at the Airport, all as more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Premises").

3. Rental. LESSEE shall pay LESSOR as the initial annual rental for the Premises, the sum of Seven Thousand One Hundred Forty Dollars (\$7,140), payable in equal monthly installments of Five Hundred Ninety-five (\$595.00), plus any applicable taxes as may be required by law. Payment of rental by LESSEE to LESSOR shall commence on the Commencement Date. Rental 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 Lease, as adjusted in accordance with the provisions of Section 5 below. If the Commencement Date occurs on a day other than the first day of a month, LESSEE shall pay rent from the Commencement Date to the first day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Commencement Date. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. Rental payable for each month during any renewal term shall be the monthly rental in effect for the prior year, as adjusted in accordance with the provisions of Section 5 below. Rental shall be made payable to LESSOR and shall be mailed or hand delivered to the following address:

Landmark Aviation
11600 Aviation Blvd.
West Palm Beach, FL 33412

LESSOR may offer alternative methods of payment, including, but not limited to, payment by debit card, credit card, or similar method of payment. If LESSEE selects an alternative method of payment, LESSEE agrees to abide by any terms and conditions promulgated by LESSOR in connection with the abovementioned method of payment. LESSEE shall pay interest at the rate of one and one half percent (1.5%) per month on late payments, which shall accrue against the delinquent payment(s) from date due until the date payment is received by LESSOR. Notwithstanding the foregoing, LESSOR shall not be prevented from terminating this Lease for default in the payment of rentals or from enforcing any other provisions contained herein or implied by law.

4. Payment of Taxes. LESSEE shall pay any and all taxes and other costs lawfully assessed against its leasehold interest in the Premises, its improvements and its operations under this Lease. LESSEE shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending LESSEE's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, LESSEE shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such

proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

5. Adjustment of Rent. The amount of rentals due hereunder may be adjusted from time-to-time by the LESSOR. In such event, LESSEE shall be provided at least ninety (90) days advance written notice prior to the commencement of any new rental rate.

6. Security Deposit. LESSEE shall pay to LESSOR, prior to the Effective Date of this Lease, and shall maintain at all times during the term of this Lease, a refundable security deposit, in the form of a certified or cashier's check, in an amount equal to three months rental due hereunder. The security deposit shall be held by LESSOR and will be refunded to LESSEE upon termination of this Lease provided that LESSEE is not in default of any of the provisions of this Lease; the Premises are left in good and serviceable condition, to be determined in the sole discretion of the LESSOR; all rentals, fees, and taxes due are paid in full by LESSEE; and LESSEE has returned all Airport access cards and hangar keys to the LESSOR. If there is a rental or fee deficiency or if the Premises require maintenance or repair in order to be returned to serviceable condition, or if any Airport access cards or hangar key are not returned to LESSOR, the LESSOR may apply the security deposit, or any part thereof, to the deficiency or to costs incurred by LESSOR, plus any applicable administrative overhead.

7. Additional Rent. Any and all sums of money or charges required to be paid by LESSEE under this Lease, other than the annual rent, shall be considered "Additional Rent," whether or not the same is specifically so designated, and LESSOR shall have the same rights to enforce due and timely payment by LESSEE of all Additional Rent as are available to LESSOR with regard to annual rent.

8. Description of Specific Privileges, Uses and Rights. The LESSOR hereby grants to LESSEE, the limited right to use the Premises for the following purposes, and for no other purposes whatsoever, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease:

A. LESSEE shall use the Premises to store the following aircraft which are owned by or leased to LESSEE and registered with the LESSOR in accordance with the provisions of this Lease (the "Registered Aircraft").

FAA Registration No.	<u>N90BK</u>
Make:	<u>Cessna</u>
Model:	<u>C-337</u>

LESSEE shall promptly register all aircraft being stored within the Premises with the LESSOR, and shall promptly notify the LESSOR in writing of any changes in registration or aircraft. LESSEE shall not use the Premises for any commercial purpose, including, but not limited to, the sale of products or services of any kind, whether or not such transactions are engaged in for a profit. LESSEE shall not store or park aircraft within the Premises, which are not owned or leased by LESSEE and registered with the LESSOR in accordance with the provisions of this Section.

B. LESSEE may perform only preventive maintenance on the Registered Aircraft, of the kind and to the extent permitted by Title 14, Part 43.3 Appendix A, paragraph (C) of the Code of Federal Regulations entitled "Preventive Maintenance", as may be amended from time to time. LESSEE shall not perform repairs or maintenance to its Aircraft on any ramp, apron, taxiway, runway or other public area of the Airport.

C. LESSEE agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations including, but not limited to, the Palm Beach County Airport Rules and Regulations, Resolution No. R-98-220, as amended and as may be amended from time to time.

D. LESSEE's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.

E. LESSEE may place within the Premises a small desk, workbench, tool cabinet and necessary small hand tools required for work permitted under Section 8(B) above.

F. LESSEE may store parts and accessories within the Premises for the Registered Aircraft, provided, however, storage of any parts, accessories, hulls, or incomplete aircraft,

which are not manufactured for use on, or cannot be readily adapted for use on the Registered Aircraft for the Premises is prohibited.

G. LESSEE may park one (1) operable automobile within the Premises, but only while the Registered Aircraft is in use.

H. LESSEE may place within the Premises one (1) hand-operated winch, and/or one (1) motorized towing vehicle to assist with maneuvering and hanging of aircraft.

I. LESSEE may store not more than five (5) gallons of flammable fluid within the Premises, provided that any such storage shall be limited to NFPA-approved containers, or unopened original cans.

J. LESSEE shall not use the Premises to store furniture, boats, recreational vehicles, hang gliders, ultralights, inoperative or unregistered aircraft (except to the extent permitted under Section 8(F) and (G) above), utility trailers, or any other objects unrelated to the purposes for which the Premises have been leased.

K. LESSEE shall not perform repair service on automobiles or automotive equipment of any kind, other than an authorized motorized towing vehicle, from or at the Premises.

L. LESSEE shall not perform painting or "doping" operations of any kind within the Premises and shall not install or use compressors for any purpose; provided, however, LESSEE may use non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires within the Premises.

M. LESSEE shall install and maintain an appropriate fire extinguisher within the Premises at all times.

N. Subject to written approval of the LESSOR, LESSEE may be permitted to use approved electrical appliances that have a combined maximum load of 5.0 amps or less. Such electrical appliances shall not be used on a continual basis or while the Registered Aircraft is not within the Premises or while the LESSEE is not actually working within the Premises. It shall be the responsibility of the LESSEE to request and obtain the LESSOR's written approval of the installation and use of approved electrical appliances and failure to do so may result in termination of this Lease or other action deemed appropriate by the LESSOR. In addition to any other remedy or action available to LESSOR, LESSOR shall have, and LESSEE hereby agrees that LESSOR shall have the right to enter onto the Premises and remove therefrom any and all electrical appliances or devices which LESSOR has not approved for installation and use in the Premises. LESSOR shall not be held liable for any such loss or damage suffered by the LESSEE as a result of such action by LESSOR unless such loss or damage results from solely from negligence of LESSOR, its officers, agents, or employees.

O. LESSEE shall not have open flames or weld within the Premises.

P. LESSEE shall keep hangar doors closed when the Registered Aircraft is not being stored within the Premises.

Q. No running water or washing of aircraft shall take place within the Premises, or any other Airport location except the LESSOR approved aircraft wash rack.

9. Description of General Privileges, Uses and Rights. In addition to the specific privileges granted in Section 8 above, LESSOR hereby grants to LESSEE the following general, nonexclusive privileges, uses, and rights on the Airport, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease and the Primary Lease (as hereinafter defined):

A. The general use, in common with others, of all public FBO facilities and improvements which are now or may hereafter be connected with or appurtenant to the FBO (including airfield access). For purposes of this Lease, "public FBO facilities" shall include all necessary roadways, sidewalks, or other public facilities appurtenant to the Airport, which are not specifically leased to or under the contractual control of others.

B. The right of ingress to and egress from the Premises over and across public roadways serving the Airport. Said right shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Except as expressly set forth in Sections 9 (A) and (B) above, nothing contained in this Lease shall be construed to grant to LESSEE the right to use any space or area improved or unimproved which is leased to a third party, or which LESSOR has not leased herein.

10. Condition of Premises. LESSEE acknowledges that LESSOR has made no representations or warranties of any nature whatsoever regarding the Premises including, without limitation, the physical and/or environmental condition of the Premises, or any improvements located thereon, or the value of such Premises or improvements, or the suitability of the Premises for LESSEE's intended use thereof.

11. Obligations of LESSOR.

A. Condition of Airport. Except as to the Premises and facilities leased to others by LESSOR, LESSOR shall maintain all FBO facilities in good and adequate condition for their intended use to the extent required by law.

B. Utilities. LESSOR shall provide at no additional cost to LESSEE electrical power within the Premises for lighting and the operation of electrical appliances as approved by the LESSOR pursuant to Section 8 above, if any. Notwithstanding the foregoing, LESSOR may require LESSEE to pay its utility costs, including electrical power, for any separately metered utilities upon sixty (60) days prior written notice.

12. Obligations of LESSEE.

A. Maintenance. LESSEE shall, at its sole cost and expense, maintain the Premises in a clean, safe and presentable condition consistent with good business practice, industry standards, and in accordance with all applicable laws, regulations, and rules of any applicable governmental entity. LESSEE shall repair all damages to the Premises and improvements caused by its employees, patrons, invitees, suppliers of services or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of LESSEE's operations thereon or LESSEE's use of the Premises. LESSEE hereby agrees that it shall abide by the decision of the LESSOR with respect to any and all such maintenance or repair. Upon written notice by the LESSOR to LESSEE, LESSEE shall perform the required maintenance or repair in accordance with the LESSOR's decision. If LESSEE has not made a good faith effort, as determined by the LESSOR, to begin to perform the required maintenance or repair within twenty (20) days after written notice and to diligently pursue the same to completion, LESSOR shall have the right to enter the Premises and perform the necessary maintenance or repair, and LESSEE hereby expressly agrees that it shall fully assume and be liable to LESSOR for payment of any costs incurred by LESSOR, plus a twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable within thirty (30) days from the date of the LESSOR's billing therefore.

B. Alterations, Changes or Additions to the Premises. LESSEE shall not make any improvements, alterations, additions or changes (hereinafter collectively referred to as "Alterations") to the Premises without the LESSOR's prior written consent. Upon written notice by the LESSOR, LESSEE shall remove any Alterations to the Premises, whether or not approved by the LESSOR, and restore the Premises to the condition it was in as of the Commencement Date using materials of like kind and quality. LESSEE shall be responsible for all maintenance or repair to the Premises caused by or resulting from any Alterations made by LESSEE. LESSEE hereby agrees to abide by the decision of the LESSOR with respect to any restoration, removal, maintenance or repair to the Premises caused by or resulting from any Alterations. If LESSEE has not made a good faith effort, as determined by the LESSOR, to perform the required restoration, removal, maintenance or repair, LESSOR shall have the right to enter the Premises and perform the required restoration, removal, maintenance or repair. LESSEE shall pay all costs incurred by LESSOR for any restoration, removal, maintenance or repair, plus a twenty-five percent (25%) administrative overhead, within thirty (30) days of the LESSOR's invoice.

C. Security. LESSEE acknowledges and accepts full responsibility for the security and protection of the Premises and any and all of LESSEE's property placed upon the Premises. LESSEE fully understands that the police security protection provided by LESSOR is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County's Sheriff's Office, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises and property thereon, shall be the sole responsibility of LESSEE and shall involve no cost

to LESSOR. LESSOR shall have the right to review, change, alter, or revise any security policy or procedure at any time based on the LESSOR's responsibilities under the Primary Lease (as hereinafter defined), including the right to restrict access to the Airport, including the Premises, if required by Palm Beach County, the FAA or any agency of the Department of Homeland Security, including the TSA.

D. Vehicle Operations. LESSEE shall provide proof of Automobile Liability Insurance coverage insuring each vehicle operating within the Airport's Air Operations Area ("AOA"), in accordance with Section 14(C) below. LESSEE acknowledges that vehicle access to certain areas of the AOA, including, but not limited to, those areas designated as runways, taxiways and other restricted or limited areas as designated by Palm Beach County, requires prior approval by the LESSOR and Palm Beach County. Conditions of approval of vehicle access within such areas of the AOA may include, but shall not be limited to, lighting and radio requirements for each vehicle, as well as proof of Automobile Liability Insurance coverage for each vehicle, in such amounts and coverage determined by the LESSOR and Palm Beach County.

13. Indemnification. LESSEE agrees to protect, defend, reimburse, indemnify and hold LESSOR and Palm Beach County and their respective agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which LESSOR or Palm Beach County is named or joined, arising out of this Lease or LESSEE's use or occupancy of the Premises, including, without limitation, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with LESSEE's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of LESSEE or any breach of the terms of this Lease; provided, however, LESSEE shall not be responsible to LESSOR for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of LESSOR or Palm Beach County or their respective agents, servants, employees and officers. LESSEE further agrees to hold harmless and indemnify LESSOR for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to LESSEE's activities or operations or use of the Premises whether or not LESSEE was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of LESSEE. LESSEE recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that LESSOR would not have entered into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by LESSOR in support of this indemnification. The obligations arising under this Section shall survive the expiration or termination of this Lease.

14. Insurance. Without limiting LESSEE's obligation to indemnify LESSOR, as provided herein, LESSEE shall provide, pay for, and maintain in force at all times during the term of this Lease:

A. A policy of Aircraft Liability Insurance to protect against bodily injury liability and property damage liability in an amount of not less than One Million Dollars (\$1,000,000) each occurrence, and coverage including risks both on the ground and in flight, for one hundred (100%) percent of the total replacement cost of the Registered Aircraft.

B. A policy of General Liability Insurance to protect against bodily injury liability and property damage liability arising out of use of the leased Premises in an amount of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage must include not less than One Hundred Thousand Dollars (\$250,000) property damage liability for damage to the Premises. This requirement may be satisfied by endorsement to the Aircraft Liability Insurance.

C. LESSEE shall maintain a policy of Automobile Liability Insurance coverage insuring each vehicle operating within the AOA, other than those areas of the AOA designated as runways, taxiways and other restricted or limited areas as designated by the LESSOR, with minimum limits of One Hundred Thousand Dollars (\$100,000) per person, Three Hundred Thousand Dollars (\$300,000) per accident for bodily injury, and Fifty Thousand Dollars (\$50,000) per accident for property damage. For vehicle operations within those areas of the AOA designated as runways, taxiways and other restricted or limited areas as designated by the LESSOR, a policy of Automobile Liability Insurance coverage with higher minimum limits of coverage shall be provided in accordance with Section 12(D) above.

D. A certificate(s) or copy of pertinent pages from the policy(ies) evidencing all required insurance must be provided to LESSOR prior to the Effective Date of this Lease, and renewal certificate(s) or copies of pertinent pages from renewal policy(ies) must be provided throughout the term of this Lease. The certificate(s) or copy of pertinent policy(ies) must clearly indicate:

1. The coverages and limits provided include coverage for liability arising out of and damage to the Premises; and
2. Confirmation that the Aircraft Liability and General Liability includes "Piedmont Hawthorne Aviation, LLC d/b/a Landmark Aviation, its parent, and all affiliated companies, their directors, officers and employees" and "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Director of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470" as "additional insureds"; and
3. Certificate(s) of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage; and
4. If the Named Insured on the Aircraft Liability Policy is other than LESSEE, and the Aircraft Liability Policy provides coverage for the Premises, that LESSEE is clearly identified as a Named Insured.

LESSOR shall have the right to review and modify insurance requirements of this Lease from time to time, provided that LESSOR gives LESSEE ninety (90) days prior written notice of any such change.

15. Assignment by LESSEE. LESSEE shall not assign an interest in this Lease, or any part thereof, without the prior written consent of the LESSOR, which consent may be granted or withheld at the LESSOR's sole and absolute discretion for any reason or no reason at all. Any attempted assignment without LESSOR approval shall be null and void. In the event the LESSOR provides such consent, LESSEE shall have the right only to the extent permitted by the LESSOR's consent to assign all or any portion of the Premises, provided that any such assignment shall be limited to only the same purposes as are permitted under this Lease. LESSEE is expressly prohibited from subleasing, mortgaging or otherwise encumbering this Lease, or any part thereof. Any such sublease, mortgage or encumbrance shall be considered null and void and will be considered grounds for termination of this Lease.

16. Assignment by LESSOR. LESSOR may freely assign this Lease at any time without the consent of LESSEE, and LESSOR shall be released from all liability and obligation arising under this Lease upon such assignment. In the event of an assignment by LESSOR, LESSEE agrees that it shall recognize LESSOR's assignee as its new landlord under this Lease upon the effective date of such assignment. LESSEE acknowledges and agrees that this Lease shall be subject and subordinate to any future agreement entered into between LESSOR and its assignee related to the Premises, and shall be given only such effect as will not conflict with nor be inconsistent with terms and conditions of such agreement. LESSEE acknowledges and agrees that LESSOR may transfer any security deposit held by LESSOR pursuant to Section 6 above to LESSOR's assignee.

17. Signs and Improvements. No signs, emblems, or advertising shall be placed or erected on or in the Premises.

18. Disclaimer of Liability. LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES LESSOR AND PALM BEACH COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION HEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF LESSEE OR LESSEE'S INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LESSOR'S OR PALM BEACH COUNTY'S NEGLIGENCE. THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR OR PALM BEACH COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, DIMINUTION IN VALUE, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE. LESSEE RELEASES LESSOR FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY LESSOR

RELATING TO THIS LEASE. FURTHERMORE, LESSEE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY LESSOR OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY LESSEE TO INDEMNIFY THE LESSOR OR PALM BEACH COUNTY FOR THE LESSOR'S OR PALM BEACH COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

19. Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by LESSEE:

A. The vacating or abandonment of the Premises by LESSEE for a period of more than sixty (60) consecutive, calendar days.

B. The failure by LESSEE to make payment of rent or any other payment required to be made by LESSEE, as and when due, where such failure shall continue for a period of three (3) days after written notice from the LESSOR to LESSEE.

C. The failure by LESSEE to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by LESSEE, other than described in paragraph B. above, where such failure shall continue for a period of fifteen (15) days after written notice from the LESSOR; provided, however, that if the nature of LESSEE's default is such that more than fifteen (15) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE has commenced such cure within such fifteen (15) day period and thereafter diligently pursues such cure to completion.

D. To the extent permitted by law, (i) the making by LESSEE or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

E. The discovery by LESSOR that any information given to LESSOR by LESSEE relating to this Lease was materially false.

F. A default by LESSEE of any other agreement or lease between LESSOR and LESSEE, which default has not been cured within the applicable cure period provided in such agreement or lease.

20. Remedies. In the event of any such material default or breach by LESSEE, LESSOR may, at any time thereafter, with or without notice or demand and without limiting any other right or remedy which LESSOR may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

A. Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

B. Terminate LESSEE's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of LESSEE, in which case the rent and other sums due hereunder shall be accelerated and due in full and LESSEE shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what LESSOR is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by LESSEE. Upon such reletting, all rentals received by LESSOR shall be applied, first to the payment of any indebtedness other than rent due under this Lease from LESSEE; second, to the payment of any costs and expenses of such reletting, which shall include all damages incurred by LESSOR due to LESSEE's default including, but not limited to, the cost of recovering possession of the Premises including attorneys' fees, expenses relating to the renovation or alteration of the Premises, and real estate commissions paid by LESSOR relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to LESSEE.

C. Treat this Lease as terminated and reenter and retake possession of the Premises for the account of LESSOR, thereby terminating any further liability under this Lease on the part of LESSEE and LESSOR. Notwithstanding the foregoing, LESSOR shall have a cause of action to recover any rent remaining unpaid when LESSOR retakes possession of the Premises for the account of LESSOR.

D. Stand by and do nothing, holding LESSEE liable for the rent as it comes due.

E. Pursue any other remedy now or hereafter available to LESSOR under the laws and judicial decisions of the State of Florida.

Notwithstanding anything in this Lease to the contrary, upon the occurrence of a material default or breach of this Lease by LESSEE, LESSOR shall have the right to bring an action for damages. LESSOR further reserves all rights which the laws of the State of Florida confer upon a landlord or a licensor against a tenant or licensee in default.

21. Termination by LESSEE. LESSEE may terminate this Lease, if LESSEE is not in default of this Lease, by giving LESSOR sixty (60) days' advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

A. The issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Premises, which injunction remains in force for a period of at least ninety (90) days.

B. The default by LESSOR in the performance of any covenant or agreement required to be performed by LESSOR and the failure of LESSOR to remedy such default for a period of ninety (90) days after receipt from LESSEE of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if LESSOR shall have remedied the default prior to receipt of LESSEE's notice of termination; or in the event the same cannot be cured within such ninety (90) day period and LESSOR has commenced such cure and thereafter diligently pursues the same until completion.

C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of LESSEE, for a period of at least ninety (90) days.

In the event of termination as herein provided, the Parties shall be relieved of all obligations created hereunder except for those obligations accruing prior to termination of this Lease and those obligations that specifically survive termination of this Lease.

22. Surrender of Premises. LESSEE expressly agrees that it shall immediately surrender the Premises to LESSOR in good and fit condition upon expiration or termination of this Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. All repairs and obligations that LESSEE is responsible for shall be completed by the earliest practical date prior to surrender. In the event LESSEE shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, LESSEE shall be liable to LESSOR for any and all damages, and in addition thereto, LESSEE shall also be strictly liable to pay to LESSOR during the entire time period of such holdover, double rental, as provided for in section 83.06, Florida Statutes. LESSEE shall remove all of its personal property from the Premises prior to the expiration or earlier termination of this Lease. Any personal property of LESSEE, including, but not limited to aircraft, not removed shall, at the option of LESSOR, become the property of LESSOR.

23. Inspection. LESSOR and Palm Beach County, and their respective agents and employees and any applicable Federal, State or local governmental entity having jurisdiction shall have the right to enter the Premises at any time for the purpose of inspecting the Premises for compliance with the provisions of this Lease, the Primary Lease and/or applicable laws. LESSEE agrees that LESSOR may take such action and to make such repairs or alterations as are, in the sole opinion of the LESSOR, desirable or necessary, and to take such materials into or out of the Premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the LESSEE.

24. Relationship of the Parties. LESSEE or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefore.

25. Remedies Cumulative. The rights and remedies of the Parties with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the Parties.

26. Notice. All notices and elections (collectively, "notices") 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 national overnight delivery service, telecopied or faxed, 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 national overnight delivery service, 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:

LESSOR:

Landmark Aviation
11600 Aviation Blvd., #13
West Palm Beach, Florida 33412
Attn: General Manager

With a copy to:

Landmark Aviation
1500 City West Blvd., Suite 600
Houston, Texas 77042
Attn: General Counsel and CFO

LESSEE:

Joe Rares "Y. B. DUL Inc."
4300 SW 73rd Ave
Miami FL, 33155

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

27. Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other Party and the Parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section shall not act or be construed as a waiver of any rights LESSEE may have against the United States as a result of such taking.

28. Federal Review. LESSEE acknowledges this Lease may be subject to review or inspection by the Federal Aviation Administration to determine satisfactory compliance with Federal law or grant assurances and this Lease shall be in full force and effect and binding upon the Parties pending such review or inspection by the Federal Aviation Administration, if applicable; provided, however, that upon such review or inspection the Parties agree to modify any of the terms of this Lease which shall be determined by the Federal Aviation Administration to be in violation of existing laws, regulations, grant assurances or other requirements.

29. Primary Lease. This Lease is expressly subject and subordinate to Fixed Base Operator Lease Agreement between Palm Beach County and LESSOR dated July 20, 2010 (the "Primary Lease"), which covers the FBO, the Premises, and adjacent areas. The Parties agree to comply with the Primary Lease and all rules and regulations set forth by Palm Beach County and its designated departments or agencies, as applicable. In the event of a conflict between this Lease and the Primary Lease, the parties agree that the Primary Lease shall control. If the Primary Lease is terminated, canceled for any reason, or abated as to any portion of the Premises or adjacent areas, such termination, cancellation, or abatement will immediately operate as a cancellation of this Lease without any further documentation, and LESSOR and Palm Beach County will be relieved of liability for any and all damages (consequential, direct, actual or otherwise) that LESSEE may sustain as a result.

30. Height Restriction. LESSEE 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 Title 14, Part 77 of the Code of Federal Regulations, as amended and as may be amended from time to time.

31. Right of Flight. The Parties acknowledge that Palm Beach County reserves unto 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 said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

32. Operation of Airport. LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

33. Release. LESSEE acknowledges that noise and/or vibration are inherent to the operation of Airport and hereby releases LESSOR and Palm Beach County from any and all liability relating to the same.

34. Non-discrimination. LESSEE 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, familial status, or disability shall be excluded from participation in or denied the use of the Premises, (b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, familial status, 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 LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, LESSOR of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the LESSOR 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, LESSOR shall have the right to terminate this Lease and to reenter and repossess said Premises and the facilities hereon, and hold the same as if said Lease 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.

35. Damage or Destruction. LESSEE hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of LESSEE or by or with the consent of any person acting for or on behalf of LESSEE. If the Premises, improvements, or any part thereof, are damaged in any way whatsoever by the act, default or negligence of LESSEE or its employees, officers, licensees, agents or invitees, LESSEE shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. LESSEE shall commence such restoration within thirty (30) days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by LESSEE in accordance with the construction requirements established by the LESSOR and Palm Beach County and all applicable laws. If LESSEE fails to restore the Premises as required above, LESSOR shall have the right to enter the Premises and perform the necessary restoration, and LESSEE hereby expressly agrees that it shall fully assume and be liable to LESSOR for payment of the costs incurred by LESSOR, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) days from date of LESSOR's written notice.

36. Partial Destruction. If any of the improvements on the Premises are damaged or destroyed in part by fire or other casualty, LESSOR may terminate this Lease upon written notice to LESSEE within ninety (90) days after the date of any such damage or destruction or commence restoration of the Premises within a commercially reasonable period of time subject to the limitations set forth herein. In the event of restoration of the Premises by LESSOR pursuant to this paragraph, LESSEE's obligation to pay rental shall be abated proportionately on a square footage basis as to that portion of the Premises rendered unusable by reason of casualty commencing on the date of the casualty. Such abatement shall continue until thirty (30) days after notice by LESSOR to LESSEE that the Premises have been substantially repaired or restored. Notwithstanding any provision of this Lease to the contrary, LESSOR shall have no obligation under this Lease to restore the Premises in the event the casualty was the result of the act, default or negligence of LESSEE or its employees, officers, licensees, agents or invitees. In such event, LESSEE shall be obligated to restore the Premises in accordance with Section 35 above with no abatement in rental.

37. Total Casualty. In the event of a total casualty to the Premises which renders the Premises unusable, as reasonably determined by the LESSOR, either party shall have the right to terminate this Lease within ninety (90) days of the date of the casualty by delivering a written notice of termination to the other party in accordance with the notice provisions in this Lease; provided, however, LESSEE shall not have the right to terminate in the event the casualty was the result of the act, default or negligence of

LESSEE or LESSEE's employees, officers, licensees, agents or invitees. In such event, LESSEE shall be obligated to restore the Premises in accordance with Section 35 above with no abatement in rental. In the event neither party terminates this Lease pursuant to this Section 37 and LESSOR elects to restore the Premises, LESSEE's obligation to pay rental shall be abated until thirty (30) days after notice by LESSOR to LESSEE that the Premises have been substantially repaired or restored.

38. Waiver. LESSEE hereby waives any claim against LESSOR for damages or compensation in the event this Lease is terminated pursuant to Sections 36 or 37 above.

39. Limitations. Notwithstanding any provision of this Lease to the contrary, LESSOR shall have no obligation to repair, rebuild or restore LESSEE's personal property or fixtures or any improvements made by LESSEE to the Premises. In the event LESSOR elects to restore or rebuild the Premises following a casualty, LESSOR'S obligation to restore, rebuild or restore the Premises pursuant to this Lease shall exist only to the extent of the insurance proceeds received by LESSOR as a result of such casualty. LESSEE shall not be entitled to and hereby waives any claims against LESSOR for any compensation or damage for any loss of use of the Premises, in whole or in part, or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration. In addition, LESSOR shall not be liable for any damage or inconvenience or interruption of the business of LESSEE occasioned by fire or other casualty.

40. LESSOR not Liable. LESSOR and Palm Beach County shall not be responsible or liable to LESSEE for any claims for compensation or any losses, damages or injury whatsoever sustained by LESSEE including, without limitation, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of LESSOR or Palm Beach County. LESSOR and Palm Beach County shall have the right to limit or restrict LESSEE's access to all or portions of the Airport, including the Premises, prior to, during and after certain emergencies, including, but not limited to, severe weather events such as hurricanes or tropical storms, acts of terrorism, aircraft incursions and other similar emergencies. LESSOR and Palm Beach County shall have no liability whatsoever for limiting access to the Airport or Premises prior to, during or after an emergency. LESSEE shall cooperate with the LESSOR and Palm Beach County to ensure the safety and security of the Airport and the Premises prior to, during and after an emergency event. All personal property placed on or moved onto the Premises shall be at the sole risk of LESSEE. LESSOR and Palm Beach County shall not be liable for any damage or loss of said personal property.

41. Compliance with Laws. Notwithstanding anything to the contrary herein, LESSEE shall not use or permit the use of the Premises or the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Premises or the Airport for Palm Beach County, LESSOR or LESSEE.

42. Waiver. The failure of LESSOR to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that LESSOR may have for any subsequent breach, event of default, or nonperformance, and LESSOR's right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.

43. Subordination to Bond Resolution. This Lease and all rights granted to LESSEE hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by Palm Beach County in the Bond Resolution, and LESSOR and LESSEE 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 LESSOR hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by LESSEE and LESSOR with the terms and provisions of this Lease and Bond Resolution.

44. Subordination to Federal Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which Palm Beach County acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. LESSEE understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between Palm Beach County and the United States of America, or any of its 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.

45. Exclusive Rights. Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed that the rights granted under this Lease are nonexclusive, other than the

exclusive right of use of the Premises, and that LESSOR may grant similar privileges to another lessee or other lessees.

46. Public Entity Crimes. As provided in sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this Lease or performing any work in furtherance hereof, LESSEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Palm Beach County pursuant to section 287.133(3)(a), Florida Statutes.

47. Governmental Authority. Nothing in this Lease shall be construed to waive or limit Palm Beach County's governmental authority as a political subdivision of the State of Florida to regulate LESSEE or its operations.

48. Rights Reserved to the LESSOR. All rights not specifically granted LESSEE by this Lease are reserved to the LESSOR.

49. Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

50. Paragraph Headings. The heading of the various articles and sections of this Lease are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

51. Consent and Approval. In the event this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of LESSOR, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Lease requires LESSOR's consent or approval or permits LESSOR to act, such consent, approval or action may be given or performed by the LESSOR's General Manager at the Airport. If LESSEE requests the LESSOR's consent or approval pursuant to any provision of this Lease and LESSOR fails or refuses to give such consent, LESSEE shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

52. No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

53. Binding Effect. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the Parties and their successors and assigns, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

54. Performance. The Parties expressly agree that time is of the essence in this Lease and the failure by LESSEE to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of LESSOR, in addition to any other rights or remedies, relieve LESSOR of any obligation to accept such performance without liability.

55. No Broker. LESSEE warrants to LESSOR that no real estate broker or agent has been used or consulted in connection with the transaction contemplated by this Lease and agrees to indemnify and hold LESSOR harmless from all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by LESSOR as a result of any claim arising out of the acts of LESSEE (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker or agent who claims to have dealt with LESSEE. The terms of this section shall survive the expiration or earlier termination of this Lease.

56. Excusable Delay. Any Party in performing under this Lease shall use reasonable efforts to remedy the cause or causes of an excusable delay. Excusable delays are those delays due to force majeure, acts of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, or labor dispute, and shall toll the time to perform under this Lease.

57. Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by such reference.

58. Venue and Governing Law. To the extent allowed by law, the venue for any action arising from this Lease shall be in Palm Beach County, Florida. This Lease shall be governed by and in accordance with the laws of the State of Florida.

59. Negotiated Agreement. The Parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this Lease. Therefore, doubtful or

ambiguous provisions, of any, contained in this Lease shall not be construed against the Party who physically prepared this Lease.

60. Entirety of Agreement. The Parties agree that this Lease sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered except by written instrument executed by the Parties.

61. Radon. 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 Palm Beach County public health unit.

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IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

Witnesses:

Susie Rae Gallagher
Signature
Susie Rae Gallagher
Print Name

PIEDMONT HAWTHORNE AVIATION, LLC
BY ITS GENERAL MANAGER - F45 AND PHK

By: Richard S. Collins

Signature

Print Name

Witnesses:

Susie Rae Gallagher
Signature
Susie Rae Gallagher
Print Name

LESSEE:

By: Jim Rares - Pres.

Y. B. DUL INC
Print Name

Title: President

Signature

Print Name

~~[Insert if applicable when terminating a prior Hangar Lease Agreement]~~

~~Witnesses:~~

~~[NAME OF TERMINATING PARTY]~~

~~Signature:~~

~~By:~~

~~Signature:~~

~~Signature:~~

~~Print Name:~~

~~Print Name:~~

~~Print Name:~~

~~Print Name:~~

~~Signature:~~

~~Title:~~

~~Signature:~~

~~Signature:~~

~~Print Name:~~

(R _____)