

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 19, 2011

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Two (2) original Documents for the Department of Airports.

A. Consent to Sublease for Galaxy Aviation of Palm Beach, Inc. and Heritage Aviation, Inc., commencing 5/1/2011. **(HF)**

B. Consent to Sublease for Signature Flight Support Corporation of Palm Beach, Inc. and NetJets Aviation, Inc., commencing 3/16/2011. **(HF)**

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

Background and Justification: N/A

Attachments: Two (2) Standard Agreements for the Department of Airports

Recommended By:


Department Head


Date

6/23/11

Approved By:


County Administrator


Date

7/17/11

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 _____

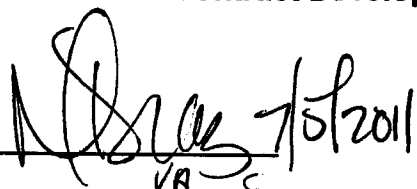
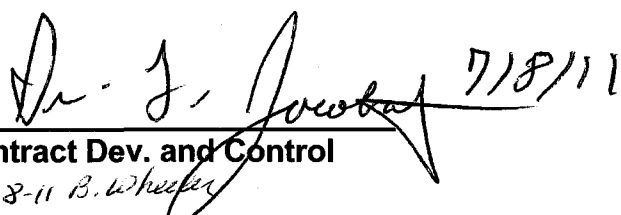
B. Recommended Sources of Funds/Summary of Fiscal Impact:

* 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 Signature, 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 Seimer

III. REVIEW COMMENTS

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

<u>OFMB</u>  7/5/2011 VR 6/30/11 6/25/11	<u>Contract Dev. and Control</u>  7/8/11 7-8-11 B. Wheeler
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B. Legal Sufficiency:

Assistant County Attorney

7/11/11

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 April 13, 2011, and commencing on May 1, 2011, (the "Sublease") with Heritage 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.

JUN 20 2011

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

By: 
Title: Director of Airports

Approved as to Form and Legal
Sufficiency:

By: 
County Attorney

OFFICE AND HANGAR LEASE AGREEMENT

THIS LEASE is made on the 13TH day of APRIL 2011, 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") (this "Lease" or this "Agreement").

1. GENERAL INFORMATION

1.01 TENANT'S Full Legal Name and Mailing Address:

Heritage Aviation, Inc.
265 Aviation Avenue
South Burlington, Vermont 05403

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

Bombardier Global 5000
Registration No.: N782SF

TENANT shall be required to get the prior written approval, which consent shall not be unreasonably withheld, of LANDLORD to store substitute aircraft(s) in the PREMISES. There shall be no adjustment in rent in the event of a substitution of aircraft. (The aircraft described above and any approved substitute aircraft are hereinafter referred to as the "Aircraft").

1.03 PREMISES:

Hangar space and office space in LANDLORD'S hangar at the Palm Beach International Airport ("Airport") in Palm Beach County, Florida, as more particularly identified below (the "Hangar Space").


(a) Space in the hangar identified as "Hangar H", which shall be adequate to store the Aircraft listed in Paragraph 1.02.

(b) Office space as Suite #1, in Hangar "H" (the "Office Space").

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

1.04 Initial Term (Subject to Par. 3): The term of this Agreement shall commence on May 1, 2011 and end on April 30, 2012.

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 and which

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is incorporated into and made a part of this Lease by reference (the "Memorandum of Lease").

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. Once this Lease is declared by LANDLORD to be in default, 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 AND OTHER SUMS DUE UNDER THIS LEASE 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 the Memorandum of Lease.
 - 1.07 **Renewal Terms:** This Lease shall automatically be renewed at the end of the Initial Term for another one year (1) term ("Renewal Term") and thereafter this Lease shall continue to be automatically renewed for subsequent Renewal Terms of one (1) year each ("Subsequent Renewal Terms") unless otherwise terminated in accordance with Paragraph 40 of this Lease.
 - 1.08 **Operating Expenses (Subject to Par. 17):** LANDLORD shall pay the operating expenses associated with the PREMISES.
 - 1.09 **Permitted Uses (Subject to Par. 21-25):** TENANT shall occupy the PREMISES solely for the storage of TENANT'S Aircraft and for Office use directly related thereto. No other vehicles shall be stored in the PREMISES.
2. **LEASE.** LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD the PREMISES described in Paragraph 1.03 in an "AS IS/WHERE IS" condition. This Lease and the PREMISES are subject to all matters of public record. LANDLORD represents and warrants that such matters of public record will not interfere with TENANT'S use of the PREMISES, as permitted by this Lease.

The parties to this Lease recognize and agree that the approval of this Lease by the Department of Airports for Palm Beach County is conditioned on the representations by Galaxy Aviation of Palm Beach, Inc. that this Lease, including the Memorandum of Lease, is subordinate to the lease between the County and Galaxy Aviation (the "Prime Lease") and LANDLORD represents and warrants

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that this Lease is consistent with, and not in conflict with, any of the terms of the Prime Lease and that the Prime Lease is in full force and effect and that LANDLORD is not in default thereunder and is not aware of any facts or circumstances which would cause an event of default thereunder. The Memorandum of Lease shall not be attached to this Lease, but shall be subject to audit by the County.

3. **TERM.** The term of this Agreement is as set forth in Paragraphs 1.04 and 1.07 above.
4. **RENT CHARGES.** The monthly rent to LANDLORD is to be paid by TENANT in accordance with the Memorandum of Lease.
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, nonowned 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.

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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.

6.03 During the term of this Lease, LANDLORD shall maintain at a minimum insurance of such types and with coverages as are required by the Prime Lease.


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 BY LANDLORD'S 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

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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 and not caused by LANDLORD'S negligence; (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. Notwithstanding anything in this Lease to the contrary, 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. LANDLORD shall promptly notify TENANT of any facts or circumstances, which may give rise to a claim for indemnification, provided that LANDLORD'S failure to provide such notice shall not release TENANT from its obligations hereunder. TENANT, at its option, may assume the defense of any such claim, provided that TENANT notifies LANDLORD of its intent to assume such defense (and TENANT does assume such defense) within ten (10) after a demand from LANDLORD for indemnification and the assumption of such defense by TENANT is with legal counsel selected by TENANT and reasonably acceptable to LANDLORD. If TENANT has assumed such defense with legal counsel reasonably acceptable to LANDLORD, LANDLORD may elect to direct such defense with its own legal counsel at its own cost and expense.

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- 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.

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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 consent 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 prorated diminished according to the square footage of PREMISES so taken. All such calculations shall be performed by LANDLORD.
- 11.02 **Award.** All damages or compensation awarded or paid for any such taking shall belong to and be the property of LANDLORD without any participation by TENANT, whether such damages or compensation shall be awarded or paid for diminution in value of the leasehold or any interest of LANDLORD in the land, buildings and other improvements, or in the leasehold estate created hereby or under the PRIME LEASE, and TENANT hereby expressly waives and relinquishes all claims to such award or compensation or any part thereof and of the right to participate in any such condemnation or eminent domain proceedings against the owners of any interest in same.
12. **DAMAGE OR DESTRUCTION.** If the PREMISES should be damaged or destroyed by fire or other casualty, TENANT will promptly notify LANDLORD of such casualty. LANDLORD will repair and restore the buildings and improvements (exclusive of improvements installed by TENANT) so damaged or destroyed as nearly as possible to their condition prior to such casualty, limited, however, to the amount of insurance proceeds actually received by LANDLORD. In the meantime, if the PREMISES should be rendered totally unusable due to such casualty, there will be an abatement of rent until the PREMISES are again tenantable, unless such fire or casualty results from the acts or negligence of TENANT, TENANT'S agents or employees, in which event there will be no abatement of rent. The length of the abatement period shall be added to the term of the Lease. In the event LANDLORD does not make the PREMISES useable within ninety (90) days after LANDLORD receives the insurance proceeds in connection with the casualty, or in any event within one hundred eighty (180) days after the date of the casualty, TENANT may terminate this Lease but shall have no other remedies. In the event the damage is partial, and the remaining PREMISES are usable for the use stated herein in the sole discretion of the

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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

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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 roof, walls, floors, and water supply and sewer lines, doors and door mechanisms, and HVAC systems. 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. Upon notice to TENANT and TENANT'S failure to cure in accordance with Paragraph 19, 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

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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 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 thirty (30) 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,

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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 space within "Hangar H" as its Hangar Space every day. LANDLORD agrees that, although it cannot make such guarantee, it shall guarantee that the Aircraft is stored within "Hangar H" at all times during the term of this Lease, except as otherwise provided in this Section. LANDLORD shall retain the right to move, park and/or relocate the Aircraft to a new space within "Hangar H" in the event that LANDLORD, in its sole discretion, determines that such a move is necessary or appropriate. It is understood, however, that it may be necessary to temporarily park the Aircraft in another hangar or outside of a hangar in the event it becomes necessary

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or advisable (a) to repair, restore or maintain the hangars, (b) to avoid a risk of loss or injury to property or persons, (c) to facilitate the storage of the Aircraft and other aircraft or (d) for any other reason that is not within the LANDLORD'S control.

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

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

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

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

23. **SAFE USE OF PREMISES.** LANDLORD 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

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which would materially increase the hazard of fire shall be stored on the leased PREMISES. In addition, TENANT shall not perform any aircraft fuel transferring, welding, torch cutting, torch soldering, doping, within the PREMISES pursuant to applicable NFPA guidelines. **Painting is strictly prohibited.** LANDLORD shall be solely responsible for any and all fire inspection and/or other safety related inspection fees, unless such inspection or other fees are generated as a result of the act or omission of TENANT..

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 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 **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

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

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

28. **TAXES.**

28.01 LANDLORD 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.

- 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

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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

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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

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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 from LANDLORD, and from no other source, while operating at the Airport. Under no conditions can any fuel truck(s) other than LANDLORD'S be invited or permitted on the PREMISES.
37. **NO WAIVER.** No waiver of any breach of any covenant or condition or agreement of this lease shall be construed or operate as a waiver of subsequent or prior adherence to or performance of the covenant, condition or agreement of this Lease or any future or continuing breach thereof.
38. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from the county public health unit.
39. **LITIGATION VENUE/APPLICABLE LAW.** This LEASE shall be governed and construed only in accordance with the laws of the State of Florida. The parties agree that sole and exclusive venue for purposes of any litigation arising out of or related to this LEASE shall be only in Palm Beach County, Florida. The prevailing party in any litigation arising out of or related to this Lease shall be entitled to its reasonably incurred attorneys' fees and costs. In the event of a counter-claim, the prevailing party shall be the party receiving the higher monetary award. TENANT HEREBY VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY.
40. **RIGHTS OF AND ON TERMINATION.**
- 40.01 LANDLORD shall have the right to terminate this Lease as follows:

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(1) In the event of a default after any notice requirement set forth in Paragraph 19 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


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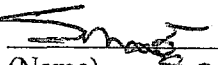
such removal, including court costs and attorney's fees, and storage charges on such effects for any length of time the same shall be in LANDLORD'S possession as determined by a Court of competent jurisdiction, or LANDLORD may, at its option, without notice, sell said effects, or any of the same, at 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 Shearbart


(Name) Seth Mager

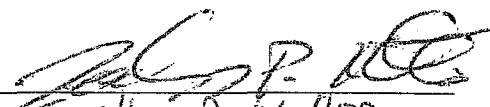

(Name) JEAN O'HALLORAN


(Name) Vanda E. Crook

LANDLORD:

GALAXY AVIATION OF PALM BEACH, INC.

By:

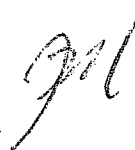

Name: Jonathan A. Miller
Title: EVP

TENANT:

HERITAGE AVIATION, INC.

By:


Name: CHRISTOPHER A. HILL
Title: PRESIDENT

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CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Signature Flight Support Corporation of Palm Beach, Inc. (the "LESSEE"), dated September 30, 2004 (R-2004-1990), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated March 16, 2011, (the "Sublease"), with NetJets 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 JUN 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

Signature Flight Support
Corporate Headquarters
201 South Orange Avenue
Suite 1100
Orlando, Florida 32801

Tel 407.648.7233
Fax 407.648.7352

Joseph I. Goldstein
Vice President & General Counsel



Via Federal Express

May 23, 2011

Ms. Laura Beebe
Deputy Director, Airport Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

RE: Proposed Sublease to NetJets, Aviation, Inc. under Lease Agreement for Fixed Base
Operation between Signature Flight Support Corporation and Palm Beach County dated
September 30, 2004

Dear Laura,

Signature Flight Support Corporation ("Signature") acknowledges and agrees that certain Sublease Agreement between Signature and NetJets Aviation, Inc., dated March 16, 2011 ("NetJets Sublease"), defines the rights and obligations between Signature and NetJets and that the Department of Airport's consent to the NetJets Sublease on behalf of Palm Beach County shall not amend or otherwise modify any obligations of Signature to Palm Beach County under that certain Lease Agreement for Fixed Base Operation between Signature and Palm Beach County dated September 30, 2004, as amended ("Master Lease"). Notwithstanding the provisions of Section 13 (Alternations and Improvements) and Section 27 (Assignment, Sublease and Transfer) of the NetJets Sublease, Signature specifically acknowledges and agrees that Signature shall be required to obtain Palm Beach County's consent as provided in the Master Lease: (i) prior to the construction of any improvements to the Premises; and (ii) prior to assigning, transferring or otherwise conveying an interest in the Master Lease or subletting the Premises, or any portion thereof.

Sincerely,

SIGNATURE FLIGHT SUPPORT CORPORATION

Joseph I. Goldstein
Vice President & General Counsel

JIG:tek

cc: Eric Reeves, Esq., NetJets Aviation, Inc.

NETJETS[®]

May 24, 2011

VIA FEDERAL EXPRESS

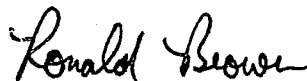
Ms. Laura Beebe
Deputy Director, Airport Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

RE: Proposed Sublease by and between NetJets Aviation, Inc. ("NetJets") and Signature Flight Support Corporation ("Signature") dated March 16, 2011 (the "NetJets Sublease").

Dear Ms. Beebe,

NetJets acknowledges and agrees that the NetJets Sublease defines the rights and obligations between Signature and NetJets and that the Department of Airport's consent to the NetJets Sublease on behalf of Palm Beach County shall not amend or otherwise modify any obligations of Signature to Palm Beach County under that certain Lease Agreement for Fixed Base Operation between Signature and Palm Beach County dated September 30, 2004, as amended (the "Master Lease"). Notwithstanding the provisions of Section 13 (Alternations and Improvements) and Section 27 (Assignment, Sublease and Transfer) of the NetJets Sublease, NetJets acknowledges and agrees that Signature shall be required to obtain Palm Beach County's consent as provided in the Master Lease: (i) prior to the construction of any improvements to the Premises; and (ii) prior to assigning, transferring or otherwise conveying an interest in the Master Lease or subletting the Premises, or any portion thereof.

Sincerely,



Ronald Brower
Corporate Secretary
NetJets Aviation, Inc.

cc: Joseph I. Goldstein, Signature Flight Support Corporation

Signature Flight Support
Corporate Headquarters
201 South Orange Avenue
Suite 1100
Orlando, Florida 32801

Tel 407.648.7233
Fax 407.648.7352

Joseph I. Goldstein
Vice President & General Counsel



April 28, 2011

Laura Beebe
Deputy Director, Airport Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

RE: Proposed Sublease to NetJets, Aviation, Inc. under Lease Agreement for Fixed Base
Operation between Signature Flight Support Corporation and Palm Beach County dated
September 30, 2004

Dear Laura,

The proposed Sublease from Signature Flight Support Corporation to NetJets Aviation, Inc. is enclosed.
We respectfully request Department approval of this Sublease.

If you have any questions, please contact me or Patricia Annunziato at (407) 206-5376.

Sincerely,



Joseph I. Goldstein
Vice – President/General Counsel

Cc: Palm Beach County Attorney's Office, Airport Attorney
Christine Rosensteel
Cy Farmer

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U.S. OF AIRPORTS
BLDG. 846. PBIA

=====

SUBLEASE AGREEMENT

between

SIGNATURE FLIGHT SUPPORT CORPORATION

(as Landlord)

and

NETJETS AVIATION, INC.

(as Tenant)

Dated as of March 16, 2011

For Property Located at:

Palm Beach International Airport (PBI)

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SUBLEASE AGREEMENT

between

SIGNATURE FLIGHT SUPPORT CORPORATION

(as Landlord)

and

NETJETS AVIATION, INC.

(as Tenant)

Dated as of March 16, 2011

For Property Located at:

Palm Beach International Airport (PBI)

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SUBLEASE AGREEMENT

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Exhibits:

- Exhibit A = Landlord's Property
- Exhibit B = Facility Property
- Exhibit C = FBO Standards
- Exhibit D = Overflow Parking Area

SUBLEASE AGREEMENT

This **Sublease Agreement** (this "Sublease") is made and entered into as of March 16, 2011, by and between Signature Flight Support Corporation, a Delaware corporation, whose address is 201 S. Orange Ave., Suite 1100S, Orlando, Florida 32801 ("Landlord"), and **NetJets Aviation, Inc.**, a Delaware corporation, whose address is 4111 Bridgeway Avenue, Columbus, Ohio 43219 ("Tenant").

Whereas, Palm Beach County, Florida, by and through its Department of Airports, ("Master Landlord") and Landlord (as Tenant) have entered into that certain Lease Agreement dated September 30, 2004 (R-2004-1990), as amended by that certain First Amendment dated November 21, 2006 (R-2006-2416), Second Amendment dated September 14, 2010 (R-2010-1390) and Third Amendment dated April __, 2011 (R-2011-____), and as they may be further amended at any time and from time to time, the "Master Lease", pursuant to which Master Landlord has leased to Landlord certain parcels of real property together with certain improvements constructed thereon, including, but not limited to, those parcels shown on Exhibit "A" attached hereto and made a part hereof (collectively, the "Landlord's Property").

Whereas, Landlord desires to sublease to Tenant, and Tenant desires to sublease from Landlord, a portion of the Landlord's Property, together with improvements which are to be constructed thereon by Landlord pursuant to that certain Work Letter Agreement between Landlord and Tenant of even date herewith (the "Work Letter Agreement").

NOW THEREFORE, for and in consideration of the foregoing, for the sum of ten dollars (\$10.00) in hand paid by each party to the other, for the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the parties, it is hereby agreed as follows:

Section 1. Definitions.

As used herein, the following terms shall have the meanings assigned to them herein, unless the context otherwise requires:

(a) "Affiliate" shall mean, with respect to any particular entity, any other entity that controls, is controlled by, or is in common control with such entity. For the purposes of this definition, any particular entity shall be deemed to control any other entity if such particular entity owns fifty percent (50%) or more of the voting power of such other entity.

(b) "Aircraft Ramp" shall have the meaning ascribed to it in Section 2.1(c) of the Work Letter Agreement.

(c) "Airport" shall mean the Palm Beach International Airport located in Palm Beach County, Florida, of which the Landlord's Property and the Facility Property are a part.

(d) "Airport Minimum Standards" shall mean the General Aviation Minimum Standards for Palm Beach International Airport, as they may be amended, restated or revised at any time and from time to time.

(e) "Allowed Aircraft" shall mean all aircraft, which are not Tenant Aircraft, but which are authorized or invited by Tenant to enter upon the Facility Property and which are limited to aircraft chartered or operated by Tenant, its Affiliates, NetJets Transportes Aereos, S.A. and its respective Affiliates, Executive Jet (including its customers), any third party that is contracted by Tenant or one of its Affiliates to fly NetJets Inc.'s customers, or any entity having the right use the NetJets name for NetJets Inc.'s global business operations and such entity's respective Affiliates in support of Tenant's fractional or charter aircraft business.

(f) "Alteration Plans and Specs" shall have the meaning ascribed to it in Section 13(a).

(g) "Alterations" shall have the meaning ascribed to it in Section 13(a).

(h) "Base Fuel Pumping Fee" shall have the meaning ascribed to it in Section 5(c) of the Memorandum.

(i) "Base Rent" shall have the meaning ascribed to it in Section 4(a).

(j) "Base Year" shall mean the first twelve (12) month period immediately following the Rent Commencement Date.

(k) "Building Rent" shall mean the rent payable by Tenant pursuant to Section 4(b) of this Sublease, which shall be in the same amount as the rent payable by Landlord to Master Landlord pursuant to Article 5.03 of the Master Lease determined in accordance with Article 5.03(E) of the Master Lease, as adjusted from time to time pursuant to Article 5.11 of the Master Lease.

(l) "Claim" shall mean any and all claims, liabilities, damages (including, without limitation, damages for the loss or restriction on use of rentable or usable space or of any amenity of the property damaged), business interruptions, delays, losses, injuries (to persons or property, tangible or intangible), suits, penalties, fines, expenses, costs and judgments of any kind whatsoever, including, without limitation and at all tribunal levels, all court and other costs, all fees and expenses of attorneys, consultants and experts, and all other expenses incidental thereto, and sums paid in settlement of any of the foregoing.

(m) "Condemnation" shall have the meaning ascribed to it in Section 22(a).

(n) "Condemnation Effective Date" shall have the meaning ascribed to it in Section 22(a).

(o) "Cure Period" shall have the meaning ascribed to it in Section 24(a) (3).

(p) "Default" shall have the meaning ascribed to it in Section 24(a).

(q) "Default Rate" shall mean an annual interest rate equal to the prime rate (as most recently published in the *Wall Street Journal*) as in effect from time to time, plus five percent (5%), compounded monthly.

(r) "Damage Date" shall have the meaning ascribed to it in Section 21(b).

(s) "Embargoed Person" shall have the meaning ascribed to it in Section 39(a).

(t) "Executive Jet" shall mean Executive Jet Management, Inc., an Ohio corporation

(u) "FAA" shall mean the Federal Aviation Administration created by the Federal Government under public law 85-726, Title I, Section 1001, August 23, 1958, 72 Stat. 737, as amended, or such other agency or agencies of the Federal Government having from time to time similar jurisdiction over the Airport and/or the aviation industry, including, but not limited to, the Civil Aeronautics Board.

(v) "Facility Property" shall mean that certain real property, referred to as the Northwest Tract in the Master Lease, comprised of a portion (containing approximately seven and one-half (7½) acres) of the Landlord's Property, as indicated on Exhibit "B" attached hereto, together with any and all structures and improvements which may be constructed thereon pursuant to the Work Letter Agreement including, without limitation, the Terminal Building, the Aircraft Ramp, and the Parking Lot, which will be subleased to Tenant pursuant to this Sublease. ✓

(w) "FBO Operations" shall mean any and all activities set forth in Article 3 of the Airport Minimum Standards.

(x) "FBO Standards" shall mean Tenant's Fixed Base Operator Standards of Service, as the same may be amended from time to time in accordance with this Sublease, the current form of which is attached hereto as Exhibit "C".

(y) "Flight Release" shall have the meaning ascribed to in Section 5(b).

(z) "Freight, Fees and Taxes" shall have the meaning ascribed to it in Section 5(b) of the Memorandum.

(aa) "Fuel Guarantee Payment" shall have the meaning ascribed to it in Section 6(a) of the Memorandum.

(bb) "Fuel Release" shall have the meaning ascribed to it in Section 5(b).

(cc) "Hazardous Material" shall mean any material or substance which is or becomes regulated by any local governmental authority, the State of Florida or the United States Government or any agency, authority, administration, bureau or department thereof, and shall specifically include, without limitation, any material or substance that is (a) defined as a "hazardous substance" under appropriate state Law provisions; (b) petroleum and petroleum products; (c) asbestos; (d) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321); (e) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. § 6903); (f) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601); (g) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991); or (h) any hazardous substance, 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 (1) an increase in mortality, (2) an irreversible or incapacitating illness, or (3) 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.

(dd) "Indemnified Landlord Party" shall mean each of Landlord and its officers, directors, managers, owners, employees, Affiliates (and the officers, directors, managers, owners and employees of such Affiliates), authorized agents and representatives.

(ee) "Indemnified Tenant Party" shall mean each of Tenant and its officers, directors, managers, owners, employees, Affiliates (and the officers, directors, managers, owners and employees of such Affiliates), authorized agents and representatives.

(ff) "Initial Term" shall have the meaning ascribed to it in Section 2(b).

(gg) "Landlord" shall have the meaning ascribed to it in the preamble to this Sublease.

(hh) "Landlord Party" shall mean any and all of Landlord and Landlord's officers, directors, managers, owners, employees, agents, contractors, successors, permitted assigns, Affiliates, servants, suppliers, vendors, guests, customers, invitees and the invitees of any of the foregoing, and any other person on the Facility Property under color of authority of Landlord.

(ii) "Landlord's Admin Office Area" shall mean an area in the Terminal Building, which Terminal Building shall be as set forth in the Site Plan attached as an exhibit to the Work Letter Agreement, of approximately two hundred (200) square feet for

dedicated office space for use by administrative personnel of Landlord in connection with the provision of the services to Tenant contemplated by this Sublease.

(jj) "Landlord's Improvements" shall have the meaning ascribed to it in Section 2.1 of the Work Letter Agreement.

(kk) "Landlord's Line Service Area" shall mean a room in the Terminal Building, which Terminal Building shall be as set forth in the Site Plan attached as an exhibit to the Work Letter Agreement of such adequate size and location as Landlord may determine in its sole discretion, acting reasonably, for use by Landlord in connection with its provision of the line services to Tenant contemplated by this Sublease.

(ll) "Landlord's Property" shall have the meaning ascribed to it in the preamble to this Sublease.

(mm) "Landlord's Taxilane" shall have the meaning ascribed to it in Section 31(d).

(nn) "Law" shall mean any and all laws, statutes, codes, ordinances, and governmental or judicial orders, and any and all rules, regulations, requirements and decrees of any governmental or regulatory agency, administration, authority, bureau, department or division (whether any of the foregoing are federal, state or local) promulgated under any of the foregoing, in each case whether currently in effect or enacted or implemented at any time during the Term.

(oo) "Lease Year" shall mean each twelve (12) full calendar month period commencing on (i) the Rent Commencement Date, or (ii) any anniversary thereof.

(pp) "Overflow Parking Area" shall mean that certain real property identified on Exhibit "D" attached hereto and incorporated herein by reference, or such other area within close proximity of the Northwest Tract where Landlord can accommodate overflow parking when needed by Tenant.

(qq) "Master Landlord" shall have the meaning ascribed to it in the preamble to this Sublease.

(rr) "Master Lease" shall have the meaning ascribed to it in the preamble to this Sublease.

(ss) "Memorandum" shall have the meaning ascribed to it in Section 4(a).

(tt) "Minimum Fuel Purchase Requirement" shall have the meaning ascribed to it in Section 6(a) of the Memorandum.

(uu) "Monthly Base Rent" shall have the meaning ascribed to it in Section 4(a).

(vv) "Monthly Building Rent" shall have the meaning ascribed to it in Section 4(b).

(ww) "Non-Rent Obligations" shall mean any and all amounts required to be paid to Landlord under any Transaction Document for (i) landing fees, (ii) oil, (iii) anti-icing and other fuel additives, (iv) the Base Fuel Cost, (v) the Freight, Fees and Taxes, (vi) the Base Fuel Pumping Fee, or (vii) any other service provided to Tenant Aircraft or Allowed Aircraft by Landlord which is not expressly provided for in this Sublease.

(xx) "Notice" shall have the meaning ascribed to it in Section 28.

(yy) "OFAC" shall have the meaning ascribed to it in Section 39(a).

(zz) "OFAC List" shall have the meaning ascribed to it in Section 39(a).

(aaa) "Northwest Tract" shall have the meaning ascribed to it in Article 2.41 of the Master Lease.

(bbb) "Parking Lot" shall have the meaning ascribed to it in Section 2.1(b) of the Work Letter Agreement.

(ccc) "Prohibited Person" shall have the meaning ascribed to it in Section 39(a).

(ddd) "Proposed Transferee" shall have the meaning ascribed to it in Section 27(b).

(eee) "Refurbishment Allowance" shall have the meaning ascribed to it in Section 2(b).

(fff) "Renewal Notice" shall have the meaning ascribed to it in Section 2(b).

(ggg) "Renewal Option" shall have the meaning ascribed to it in Section 2(b).

(hhh) "Renewal Term" shall have the meaning ascribed to it in Section 2(b).

(iii) "Rent" shall mean any and all amounts required to be paid by Tenant to Landlord pursuant to this Sublease or any other Transaction Document, including, without limitation, the Base Rent, the Building Rent and the annual Fuel Guarantee Payments, if any, but excluding Non-Rent Obligations.

(jjj) "Rent Commencement Date" shall mean the later to occur of (i) the Substantial Completion Date, or (ii) the Estimated Completion Date (as defined in and as may be adjusted pursuant to the Work Letter Agreement). Notwithstanding the foregoing, the Rent Commencement Date may be adjusted pursuant to the Work Letter Agreement.

(kkk) "Repair Date" shall have the meaning ascribed to it in Section 21(b).

(III) Intentionally Left Blank.

(mmm) "Site Plan" shall mean that certain site plan which is attached to the Work Letter Agreement as Exhibit "A" and made a part thereof.

(nnn) "Sublease" shall have the meaning ascribed to it in the preamble to this document.

(ooo) "Substantial Completion Date" shall mean the date of substantial completion of the Landlord's Improvements under the Work Letter Agreement and this Sublease, which will be deemed to be the date that the Facility Property is substantially complete and ready for occupancy by Tenant, as reasonably determined by Landlord, and a certificate of occupancy (and any other certifications or permits required prior to occupancy of the Facility Property) has been issued for the Facility Property by the governmental authority having jurisdiction over the Facility Property (notwithstanding that completion of items that would customarily be considered "punch list" items, such as minor details of construction, decoration or mechanical adjustment, remain to be done).

(ppp) "Tenant" shall have the meaning ascribed to it in the preamble to this Sublease.

(qqq) "Tenant Aircraft" shall mean aircraft owned, operated, or managed by, or under the care, custody or control of, Tenant, any of its Affiliates, or Executive Jet. For the purposes of this definition, the term "managed" means, with respect to aircraft, only those aircraft whose owner then has in effect an exclusive, bona fide, written aircraft management agreement with either of Tenant, any of its Affiliates, or Executive Jet.

(rrr) "Tenant Party" shall mean any and all of Tenant and Tenant's officers, directors, managers, owners, employees, agents, contractors, successors, permitted assigns, Affiliates, servants, suppliers, vendors, guests, customers, invitees and the invitees of any of the foregoing, and any other person on the Facility Property under color of authority of Tenant.

(sss) "Term" shall mean the Initial Term, as it may be extended by any Renewal Term at the election of Tenant in accordance with this Sublease.

(ttt) "Terminal Building" shall have the meaning ascribed to it in Section 2.1(a) of the Work Letter Agreement.

(uuu) "Transaction Document" shall mean either or all of this Sublease or the Memorandum or the Work Letter Agreement. "Transaction Documents" shall mean collectively this Sublease, the Memorandum and the Work Letter Agreement."

(vvv) "Transfer" shall have the meaning ascribed to it in Section 27(b).

(www) "Work Letter Agreement" shall have the meaning ascribed to it in the recitals to this Sublease.

Section 2. Sublease; Term; Landlord Improvements.

(a) Sublease. Landlord, for and in consideration of the rents referred to herein, and the terms, covenants, agreements, limitations, conditions and provisions herein contained on the part of the parties hereto to be paid to each other, kept and

performed, has leased, rented, let and demised, and by these presents does hereby sublease, rent, let and demise to Tenant, and Tenant does hereby take and hire from Landlord, the sub-leasehold interest in the Facility Property. This Sublease is subject to the provisions herein set forth, subject further however to the following:

(1) The terms and conditions of the Master Lease.

(2) The Airport Minimum Standards.

(3) Building, environmental, zoning, use, life safety, aviation, and other Laws in effect and applicable from time-to-time imposed by the applicable governmental authorities which affect and/or regulate Tenant, Landlord, Master Landlord, the Facility Property, Tenant's business operations at the Facility Property or any other matter which is contemplated by this Sublease.

(b) Term. The initial term of this Sublease shall commence on the Rent Commencement Date and terminate on September 31, 2024 (the "Initial Term"). Tenant shall have two (2) options to renew the Initial Term for a period of five (5) years each and one (1) final option to renew the Initial Term for a period of seven (7) years (each such option a "Renewal Option" and each such extension, a "Renewal Term"). In order to exercise any of the three (3) Renewal Options, Tenant shall deliver to Landlord, no later than the date which is one hundred eighty (180) days prior to the end of the Initial Term (or the then current Renewal Term, if the Renewal Option for such Renewal Term has already been exercised), written notice (each such notice, a "Renewal Notice") stating Tenant's election to exercise the subject Renewal Option; provided, however, that upon receipt of a notice of initial Building Rent or Building Rent adjustment as described in Section 4(b) of this Sublease, Tenant may, in its sole discretion, within ninety (90) days of receipt of such notice, immediately terminate (upon written notice to Landlord) this Sublease and all other Transaction Documents with no penalty or liability whatsoever. Landlord shall, at least thirty (30) but not more than ninety (90) days prior to the date which is one hundred eighty (180) days prior to the end of the Initial Term (or the then current Renewal Term, if the Renewal Option for such Renewal Term has been exercised) give notice to Tenant regarding such Renewal Notice deadline. If Tenant is in Default at the time of Landlord's receipt of a Renewal Notice, then Landlord shall, within ten (10) calendar days of Landlord's receipt of such Renewal Notice, deliver written notice to Tenant that Tenant will forfeit its Renewal Option, unless Tenant promptly cures such Default within the time period specified in Landlord's notice (which period shall be not less than thirty (30) days for purposes of this subsection). If Tenant does not cure such Default within such time period, then Tenant shall forfeit its Renewal Option and any remaining, as of yet unexercised Renewal Options. Landlord is not obligated to notify Tenant of any upcoming need to timely exercise a Renewal Option. All of the terms of this Sublease, except as to the remaining number of Renewal Options and Landlord's obligations to make improvements to the Facility Property, as provided for in the Work Letter Agreement, shall automatically apply to each Renewal Term. So long as no Default then exists, Landlord shall provide to Tenant a one (1) time refurbishment allowance of Twenty-Five Thousand Dollars (\$25,000) (the "Refurbishment Allowance"), which shall be paid to Tenant within two (2) business days after Tenant's timely and proper exercise of the first

Renewal Option. No Refurbishment Allowance will be made available with any subsequent exercises of Renewal Options. Any refurbishments that Tenant undertakes at the Facility Property, to the extent same qualify as Alterations, shall be treated as Alterations as provided for in this Sublease. Further, Tenant shall only be entitled to receive the Refurbishment Allowance for actual amounts expended by Tenant (without mark-up or additional profit to Tenant) for actual refurbishments made at the Facility Property within one (1) year after exercise of the first Renewal Option and for no other purpose whatsoever. Upon request, Tenant shall provide to Landlord such invoices and other documentation or information as Landlord shall determine to be reasonably necessary to evidence Tenant's expenditure of the Refurbishment Allowance. If the total of such invoices and documentation does not equal or exceed \$25,000, Tenant shall reimburse to Landlord any difference between such total and \$25,000 promptly.

(c) Landlord's Improvements. The Facility Property shall be improved by Landlord in accordance with the terms and conditions set forth in the Work Letter Agreement.

Section 3. Master Lease.

(a) Subordination to Master Lease. Tenant acknowledges that this Sublease is a sublease, and that Landlord has leased the Landlord's Property, which includes the Facility Property, from Master Landlord which owns and/or operates the Airport of which the Facility Property is a part. This Sublease is subordinate at all times to the Master Lease. Tenant shall not take any action, which would result in a default by Landlord under the Master Lease, and shall comply with all provisions under the Master Lease applicable to Tenant's use and occupancy of the Facility Property. Tenant shall not take any action which shall result in a default by Landlord under the Master Lease.

(b) Termination of Master Lease. Landlord shall promptly provide to Tenant copies of any notices of default under the Master Lease, which could result in a termination of the Master Lease by Master Landlord, and Tenant shall have the right to cure any default thereunder, unless Landlord notifies Tenant in writing that (i) Landlord is diligently pursuing a cure of such default within the cure period provided in the Master Lease; (ii) Landlord is disputing Master Landlord's right to declare the Master Lease in default and/or of the facts giving rise to the allegation by Master Landlord of such default; (iii) Master Landlord has notified Tenant that it will not terminate the Master Lease subject to Tenant's cure of the default; or (iv) Landlord and Master Landlord are negotiating in good faith a resolution of such default by amending the Master Lease or otherwise. If Landlord provides such written notice to Tenant but Landlord does not cure such Landlord default under the Master Lease within thirty (30) days (or such longer period of time as may be reasonably necessary to cure such default or, if such default is a disputed default, to resolve such dispute, provided that Landlord during such time period is diligently and in good faith pursuing a cure of such default or a resolution of such dispute), Tenant shall thereupon have the right to cure such default. If Tenant has the right to cure any default of Landlord under the Master Lease, subject to the above, and Tenant elects to exercise such cure, any amounts paid by Tenant in connection with a cure of any Landlord default

under the Master Lease shall be applied against any Rent payable under this Sublease. Any termination of the Master Lease shall automatically terminate this Sublease.

(c) Renewal of Master Lease. If Tenant exercises any Renewal Option, Landlord shall renew the term of the Master Lease for the corresponding period. If Landlord does not renew the term of the Master Lease, and such non-renewal results in any Renewal Term either not being available to Tenant or, if any Renewal Term has already commenced, being shortened to end on the expiration date of the Master Lease, then Landlord shall, at least five (5) months prior to the expiration date of the original term or any subsequent renewal of the Master Lease, deliver to Tenant a notice stating its election to not renew the term of the Master Lease and the effects thereof on Tenant's Renewal Terms. If Landlord does not renew the Master Lease, Tenant, upon notice to the Landlord, shall have the right to negotiate with the Master Landlord under the Master Lease to renew the Master Lease. Provided Landlord provides timely notice of its election not to renew the term of the Master Lease to Tenant as described in this Section 3(c) (and provided extension is not required due to Tenant exercise of a Renewal Option, as described above), Landlord's election not to renew the term of the Master Lease shall not (i) be deemed a default or breach by Landlord of this Sublease, nor (ii) create any liability or obligation to Tenant for any damages, losses, claims or any other matter whatsoever resulting from the termination of the Sublease at the end of the Sublease or any applicable Renewal Term, as any Renewal Term may have been modified as provided for above.

(d) Quiet Enjoyment. Except as to the period after the Sublease is terminated pursuant to termination of the Master Lease as described in Sections 3(b) and 3(c), so long as Tenant is not in Default, Tenant shall have the right to peaceful and quiet enjoyment and possession of the Facility Property under and pursuant to the terms hereof. Subject to Section 3(b) and 3(c), Landlord shall timely and faithfully perform all of its covenants, obligations and duties under the Master Lease to avoid a termination thereof.

(e) Consent of Master Landlord. This Sublease shall not be effective unless and until Master Landlord has executed and delivered to Landlord, and Landlord has delivered to Tenant, a written consent of Master Landlord to this Sublease. Landlord shall, at Landlord's sole cost and expense, promptly solicit such consent, and shall make commercially reasonable efforts to obtain such consent at the earliest practicable date. Tenant shall cooperate with Landlord and shall make a good faith effort to satisfy any issues of concern of Master Landlord. If Master Landlord does not so consent to this Sublease within one hundred eighty (180) days from the date hereof, then this Sublease may, at the election of either Tenant or Landlord, be terminated by written notice delivered to the other party at any time prior to receipt by the terminating party of such written consent. In the event of any such termination, neither Landlord nor Tenant shall have any liability to the other, other than pursuant to those provisions of this Sublease which may, either by their terms or as may be expressly provided for in this Sublease, survive any termination or expiration of this Sublease.

(f) Non-Disturbance from Master Landlord. Landlord shall make commercially reasonable efforts to obtain from Master Landlord, at the earliest practicable date, (i) an agreement pursuant to which Master Landlord agrees that, for so long as no Default by Tenant exists hereunder, Master Landlord shall not disturb Tenant's quiet enjoyment and possession and (ii) an estoppel certificate in form reasonably acceptable to Tenant.

(g) Subordination to Mortgages. This Sublease is subordinate to any and all mortgages which now or hereafter encumber the Facility Property or any leasehold interest therein. Tenant shall, upon request of Landlord, execute, within ten (10) business days of request therefor, an agreement in a commercially reasonable form reasonably acceptable to Tenant and Landlord's lender pursuant to which Tenant subordinates this Sublease to the lien of any mortgage encumbering the Facility Property or any leasehold interest therein; provided, however, that, for so long as no Default by Tenant exists hereunder, such mortgagee shall not disturb Tenant's quiet title and possession of the Facility Property, and provided, further, such agreement does not impose upon Tenant any obligations that are greater than those of Tenant pursuant to this Sublease or detract from Tenant's rights to use and occupy the Facility Property as contemplated by this Sublease.

(h) Attornment to Successors. Tenant agrees that, in the event of a sale of Landlord's interest in the Facility Property, or in the event of a foreclosure of any mortgage encumbering Landlord's interest in the Facility Property, Tenant shall attorn to and recognize such purchaser or mortgagee as its landlord under this Sublease. Tenant shall, upon request of Landlord, execute, within ten (10) business days of request therefor, an agreement in a commercially reasonable form reasonably acceptable to Tenant and such purchaser or mortgagee pursuant to which Tenant attorns to and recognizes such purchaser or mortgagee as its landlord under this Sublease; provided, however, that, for so long as no Default by Tenant exists hereunder, such purchaser or mortgagee shall not disturb Tenant's quiet title and possession of the Facility Property, and provided, further, such agreement does not impose upon Tenant any obligations that are greater than those of Tenant pursuant to this Sublease or detract from Tenant's rights to use and occupy the Facility Property as contemplated by this Sublease.

(i) U.S. Government Contracts. This Sublease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which Master Landlord acquired the land or improvements thereon, of which the Facility Property is a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Sublease shall be subordinate to the provisions of any existing or future agreement between Master Landlord and the United States of America or the State of Florida, or any of their respective agencies, relative to the operation or maintenance of the Airport.

(j) Contact with Master Landlord. Tenant agrees that it will give reasonable cooperation to Landlord in all communications, negotiations, or presentations to Master Landlord with respect to obtaining Master Landlord's consent and approval of any matters hereunder, and that it will not independently, or without the prior written approval of

Landlord, institute or engage in any communications, negotiations with, or presentations to Master Landlord (during the period of time that Landlord is not in default under either this Sublease or the Master Lease) with respect to the Facility Property, Landlord, the Sublease, or any other Transaction Document. This Section shall not prohibit Tenant from being allowed to, and Tenant is hereby expressly permitted to, communicate and negotiate directly with Master Landlord with respect to operational or service-related matters controlled by Master Landlord that affect Tenant's aircraft operations at the Airport, such as the imposition of fees or other costs by, or the implementation of policies and procedures by, Master Landlord.

Section 4. Rent.

(a) Base Rent. The annual base rent for the Facility Property ((the "Base Rent") shall be an amount calculated in accordance with a separate, unrecorded Memorandum of Sublease to be executed simultaneously herewith (the "Memorandum"). An amount equal to one-twelfth (1/12) of the Base Rent (the "Monthly Base Rent") shall be paid monthly in advance on or before the first day of each calendar month, commencing on the Rent Commencement Date, without any demand or set off whatsoever.

(b) Building Rent. Tenant shall pay to Landlord one twelfth (1/12th) of the Building Rent (the "Monthly Building Rent") monthly in advance on or before the first day of each calendar month, commencing when specified in Section 4 of the Memorandum, without demand or set off whatsoever. Landlord shall, within fifteen (15) days of receiving a written statement from Master Landlord establishing initial Building Rent or Building Rent adjustment in accordance with Sections 5.03 and 5.11 of the Master Lease, send notice to Tenant of such initial Building Rent or Building Rent adjustment.

(c) Proration. If this Sublease should terminate on a date which is not the last day of the month, or if there should occur during the Term any month during which the Monthly Base Rent or the Monthly Building Rent shall not accrue during any portion of such month, then the Monthly Base Rent and the Monthly Building Rent for such partial month shall be prorated in the proportion to which the number of days for which the Monthly Base Rent and Monthly Building Rent have accrued bears to the actual number of days in such month.

(d) Rental Adjustment. The Base Rent and the Building Rent shall be increased and adjusted in accordance with Sections 3 and 4 of the Memorandum, respectively. Any delay in the establishment or collection from Tenant of any increase and adjustment of the Base Rent or Building Rent pursuant to the Memorandum shall not constitute a waiver of, or in any way impair the continuing obligation of Tenant to pay, the adjusted Base Rent and Building Rent (as it shall be increased and adjusted), and Tenant shall pay such increase and/or adjustment retroactively upon establishment by and notice from Landlord thereof, effective as of the adjustment dates provided in the Memorandum.

(e) Sales Tax. Tenant shall pay any sales tax now or hereafter payable to the State of Florida or any other governmental authority in respect of the Monthly Base Rent, the Monthly Building Rent and on any other Rent and any other amounts, other than Non-Rent Obligations that are not subject to Sales Tax in accordance with Section 212.031 of the Florida Statutes and any rules or regulations promulgated pursuant thereto, which may be due or payable to Landlord under this Sublease or any other Transaction Document. Once Landlord's Improvements are substantially completed, Tenant shall reasonably propose what percentage of the Facility Property is for the purpose of aircraft landing or aircraft taxiing or property used for the purpose of loading or unloading passengers onto or from aircraft or for fueling aircraft. The Monthly Base Rent and Monthly Building Rent attributable to such portion of the Facility Property shall be excluded for purposes of calculating the sales tax due from Tenant pursuant to this Section so long as such exclusion is lawful. Tenant shall indemnify and hold Landlord harmless in accordance with Section 19(a) of this Sublease for any Claim, including any taxes, fines, interests or penalties, imposed upon Landlord as a result of Landlord's implementation of Tenant's proposal. Tenant acknowledges that the current rate of sales tax payable to the State of Florida in respect of the Monthly Base Rent and the Monthly Building Rent is currently Six Percent (6%).

(f) Late Charges; Returned Check Charges; Credit Card Fees. A late charge of five percent (5.0%) of all Rents, taxes, Non-Rent Obligations and any other amounts (including, without limitation, amounts due for the purchase and provision of aviation fuel, oil or lubricants) due under any Transaction Document will be assessed on all such due amounts which are not received by Landlord by the tenth (10th) day after the respective due date for such amount. If funds are insufficient for any payments made by check, note or similar instrument, then such payment, or attempted payment, will subject Tenant to a \$35.00 reprocessing fee and Tenant shall be required to reimburse Landlord for whatever charges Landlord may be charged by financial institutions as a result of such insufficient funds. If any payment is made via a charge to a credit card and such charge is denied or reversed, then Tenant shall reimburse Landlord for the full amount of any fees or charges incurred by Landlord as a result of such denial or reversal. All Rent, Non-Rent Obligations and any other sums of money required to be paid by Tenant to Landlord under this Sublease or any other Transaction Document shall, if not paid within thirty (30) days from the date same was due, bear interest at the Default Rate from the date such sums were initially due until the date same is paid in full. All late charges, returned check charges and processing fees, reimbursement amounts, interest, and credit card fees and charges incurred pursuant to this subsection shall be deemed additional Rent and shall be subject to sales tax.

Section 5. Fuel Sales and Aircraft Services Provided.

(a) Preferred FBO. During the Term, Tenant shall designate Landlord as its only preferred FBO at the Airport. Subject to Section 25 below, Tenant shall not direct customers to any other FBOs or fuel providers at the Airport, except as otherwise provided in Section 25 of this Sublease. Nonetheless, Landlord acknowledges that Tenant's customers may elect to use other facilities at the Airport for some or all of the services made available by Landlord at the Facility Property, and if such customers

elect to use other facilities for such services, neither such customers nor Tenant shall have any liability of any kind to Landlord in connection therewith, nor shall such use constitute a Default by Tenant hereunder. If, at any time and from time to time during the Term, Tenant acquires additional property at the Airport, Landlord shall be the sole fuel supplier servicing that property in accordance with the terms of this Agreement.

(b) Fuel Sales. Landlord shall sell and pump aviation fuel to Tenant Aircraft and Allowed Aircraft at the Facility Property at all times during the Term. Landlord shall have the exclusive right to provide aviation fuel to Tenant Aircraft and Allowed Aircraft at the Facility Property during the Term. Each time an Allowed Aircraft requests fuel from Landlord, Tenant shall provide to Landlord a flight release form (a "Flight Release") and each time a Tenant Aircraft requests fuel from Landlord, Tenant shall provide to Landlord a Flight Release and, if such fuel is to be purchased on Tenant's account, a fuel release form (a "Fuel Release"). Each Fuel Release and Flight Release provided by Tenant shall state the FAA registration number of such aircraft, the date such aircraft is expected to arrive at or depart from the Airport, and Tenant's customer number to which such flight is charged by Tenant. Tenant shall maintain detailed written records of all aircraft that use the Facility Property. Tenant acknowledges that Landlord also maintains a detailed log of each aircraft that uses the Aircraft Ramp and enters onto the Facility Property. Tenant's records concerning all aircraft using the Facility Property shall indicate whether such aircraft is a Tenant Aircraft, an Allowed Aircraft or otherwise, and shall specifically include (but not be limited to) copies of supporting charter flight contracts. Landlord shall be entitled, on reasonable advance written notice, to audit Tenant's records regarding the classification of all aircraft entering the Facility Property in order to compare same to the Fuel Releases provided by Tenant and to Landlord's records and further confirm whether any aircraft entering the Facility Property was a Tenant Aircraft, an Allowed Aircraft or otherwise. Upon request, Tenant shall provide all records to Landlord along with a written certification of an executive officer of Tenant, certifying that the subject records are true, correct and complete. Landlord shall not provide aviation fuel to any aircraft other than Tenant Aircraft and Allowed Aircraft at the Facility Property at any time during the Term without the prior written consent of Tenant, which may be given or withheld in Tenant's sole and absolute discretion. The amounts payable to Landlord for aviation fuel provided under this Sublease and/or the Memorandum shall be calculated in accordance with Section 5 and Section 6 of the Memorandum. If Tenant shall request that Landlord provide any other type of aviation fuel product to Tenant Aircraft or Allowed Aircraft at the Facility Property, then the parties shall mutually and reasonably agree upon the price to be charged by Landlord, and paid by Tenant, for such aviation fuel products.

(c) Additional Paid Services. Landlord shall sell oil, lubricants, and fuel additives to Tenant Aircraft and Allowed Aircraft at the Facility Property at all times during the Term. Landlord shall have the exclusive right to provide such services to Tenant Aircraft and Allowed Aircraft at the Facility Property during the Term. The amounts payable by Tenant to Landlord for such services shall be calculated in accordance with the Memorandum. Landlord shall not provide any services to any aircraft other than Tenant Aircraft and Allowed Aircraft at the Facility Property at any

time during the Term without the prior written consent of Tenant, which may be given or withheld in Tenant's sole and absolute discretion.

(d) Landing Fees. Tenant shall pay all landing fees (if such landing fees are required or charged by Master Landlord) for all Tenant Aircraft and Allowed Aircraft, in an amount equal to the landing fees, if any, collected by Master Landlord.

(e) Additional Complimentary Services. Landlord shall provide the following additional services to Tenant Aircraft and Allowed Aircraft at the Facility Property at all times during the Term at no cost to Tenant : (i) marshalling/towing/pushback; (ii) GPU services; (iii) baggage handling; and (iv) lavatory services. Without limitation, Landlord shall provide the following cabin amenities to Tenant Aircraft and Allowed Aircraft at the Facility Property at all times during the Term, at no cost to Tenant Parties: (1) ice, (2) lavatory water, (3) coffee, and (4) newspapers subscribed to by Landlord. Without limiting the foregoing, Landlord agrees to waive the following FBO service fees: ramp, parking, lavatory service, potable water service, ground power units, ground handling, and catering surcharges.

(f) Aircraft Movement. Landlord may move Tenant Aircraft and Allowed Aircraft within or across the Aircraft Ramp when necessary or advisable to do so, in Landlord's reasonable discretion, but at no cost to Tenant or its customers. Landlord shall have no liability for the normal wear and tear on any Tenant Aircraft or Allowed Aircraft caused by such movement, but Landlord shall be responsible for any negligent or intentionally wrongful acts or omissions by Landlord, its employees and agents. Landlord shall not store or park any aircraft other than Tenant Aircraft or Allowed Aircraft on the Facility Property, or move any aircraft other than Tenant Aircraft and Allowed Aircraft within or across the Facility Property, or authorize any other person to do so, without the prior consent of Tenant, which may be given or withheld in Tenant's sole and absolute discretion. To the extent that the Overflow Parking Area is available to Landlord, Landlord may utilize such Overflow Parking Area with respect to Tenant Aircraft and Allowed Aircraft in conformance with this Section.

(g) Billing. Landlord shall deliver to Tenant invoices for all sales of fuel and provisions of services for Tenant Aircraft and Allowed Aircraft within seven (7) business days of each such sale or service, provided that any delay in providing such invoice shall not release Tenant from its obligation to make such payment. If any fuel or other billable services provided to any Tenant Aircraft or any Allowed Aircraft are paid via credit card or any other Landlord approved payment method, rather than on account of Tenant, then Landlord shall add a fee to the invoice therefor in the amount of the credit card fees or other payment method fees to be charged to Landlord by the credit card processor and/or issuer. For each such sale and service, the invoice therefor shall identify the aircraft (by FAA registration number) for which the sale or service was provided and, with respect to those Allowed Aircraft which are chartered aircraft, shall also state the Tenant's contract number with the charter operator of such aircraft, the name of Tenant's customer utilizing such aircraft, and Tenant's customer number of such customer. To the extent that payment is not made via credit card, Tenant shall pay Landlord for such sales and services by electronic funds transfer (to an account

designated by Landlord in writing) within fifteen (15) days of receipt of each such invoice. Landlord shall at any time during the Term at Tenant's request structure the charges for Base Rent, fuel, products, services, and other amounts payable under this Sublease in such manner as to lawfully minimize any sales tax payable by Tenant, provided that Landlord shall have no obligation to implement such structure if such structure imposes upon Landlord any obligation in excess of those obligations of Landlord or detracts from any of its rights set forth in the Transaction Documents. Tenant shall pay to Landlord reasonable accounting and other outside professional fees and costs, if any, incurred by Landlord in the consideration and the implementation of such proposal. If such structure is implemented at Tenant's request, Tenant shall indemnify and hold Landlord harmless in accordance with Section 19(a) of this Sublease for any Claim, including any taxes, fines, interests or penalties imposed upon Landlord, as a result of Landlord's implementation of Tenant's proposal.

(h) Tenant shall provide to Landlord on a quarterly basis, the case management ratio and the aircraft damage ratios of Landlord, as compared to the national averages of such ratios for Tenant's other fixed based operation providers operating in the United States, during the previous quarter. Such ratios of Landlord in providing the services described in the Transaction Documents shall not be, for any rolling period of twelve (12) consecutive months, worse than Tenant's national averages of such ratios for Tenant's other fixed base operation providers operating in the United States, as such annual ratios are determined by Tenant from time to time. Landlord and Tenant shall work together to create a risk management program targeted to reduce such ratios, and Landlord shall use its best efforts to implement such program in accordance with such program's guidelines. Only cases or damages attributable to the negligence or willful misconduct of Landlord, its employees, subcontractors, and their respective agents shall be considered when calculating Landlord's ratios, and in no event shall cases or damages resulting from hurricanes, windstorm, or other unusual weather events or unusual natural casualties be attributable to Landlord's negligence or willful misconduct.

(i) Landlord shall upon Tenant's request provide Tenant with a written certification, and supporting evidence reasonably satisfactory to Tenant, that Landlord has available and will continue to have available from its suppliers fuel and other supplies sufficient to perform its services pursuant to this Agreement.

Section 6. Employees.

Landlord shall employ or contract at its expense for a sufficient number of trained personnel to provide all the services described in the Transaction Documents (including but not limited to line services, customer services and janitorial services at the Facility Property) in a prompt, efficient, courteous and first-class manner. All personnel providing such services on the Facility Property shall be employees or contractors of Landlord, shall be supervised and managed by Landlord, and shall not in any situation whatsoever be held out by Landlord to be employees or contractors of Tenant. Tenant may provide training to customer services representatives, subject to Landlord's prior written approval, not to be unreasonably withheld. From time to time, but not less often

than annually, staffing levels at the Facility Property shall be reviewed by Landlord and Tenant and changes thereto shall be mutually and reasonably agreed upon.

Section 7. Signage.

(a) Signs. Tenant may install, remove, repair and replace, from time to time, at Tenant's sole cost and expense, one or more signs on the exterior of the Terminal Building. The number, size, location, shape and type of signs shall be governed by applicable Laws, the Master Lease and the Airport Minimum Standards, and Tenant shall be solely responsible, at Tenant's sole cost and expense, for obtaining any permits and consents (which may include the consent of Master Landlord, which Landlord shall pursue on behalf of Tenant) in connection therewith, but Landlord shall, at no cost or expense to Landlord, reasonably cooperate with Tenant in connection therewith. Landlord shall not suffer or allow any other person to install any other sign or advertisement on or within the exterior of the Terminal Building or within the Facility Property, without Tenant's prior written consent, which may be given or withheld in Tenant's sole and absolute discretion, except that Landlord may install any sign that Landlord is obligated to install under applicable Laws or the Master Lease.

(b) Design Approval. Prior to the installation of any sign by Tenant at the Facility Property bearing any trade name or trademark of Tenant or its Affiliates, Tenant shall obtain the consent of Landlord to the design thereof, such consent not to be unreasonably withheld, conditioned or delayed.

(c) Ownership of Intellectual Property. Notwithstanding anything herein to the contrary, each of Landlord and Tenant shall at all times retain exclusive ownership and authorship of all of its names, marks and other intellectual property. Nothing contained herein shall constitute a license or other right of Landlord or Tenant to use any name, mark or other intellectual property of the other, and neither Landlord nor Tenant shall use any such name, mark or other intellectual property at any time in any manner without the other's prior written consent, which may be given or withheld in such party's sole and absolute discretion.

Section 8. Parking.

As part of the Facility Property, Tenant and its customers, employees and visitors shall have, at no additional cost to Tenant or its customers, employees or visitors, not less than such number of striped, non-tandem spaces for parking of passenger vehicles within the Parking Lot, as set forth in the Work Letter. Notwithstanding the foregoing, of the spaces required to be provided within the Parking Lot, Landlord shall stripe or mark as many of such spaces as handicapped parking spaces as may be required in order for the Facility Property to comply with applicable Law. At Tenant's sole cost, Tenant may from time to time designate any non-handicapped spaces within the Parking Lot as reserved or non-reserved spaces, and/or provide valet parking services for such spaces, and install such signage as may be appropriate in connection therewith (subject to Landlord's approval, which shall not be unreasonably withheld). Landlord shall be responsible for taking such commercially reasonable actions as may be necessary from

time to time to prevent persons other than Tenant and its customers, employees and visitors from using the parking spaces within the Parking Lot.

Section 9. Utilities.

Tenant shall separately contract (through its own accounts) and shall be responsible for (and shall promptly pay) the utility provider's charges for all telephone/data/internet service and satellite and/or cable television to the Facility Property, provided, however, that Landlord shall separately contract (through its own account) and shall be responsible for the utility provider's charges for all telephone/data/internet service dedicated for use by Landlord at Landlord's Admin Office Area. Any cables or similar equipment which shall be installed in or upon the Facility Property by or on behalf of Tenant for such services shall be installed within recognized utility easements for such equipment and shall be subject to Landlord's prior review and express written approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall separately contract (through its own accounts) and shall be responsible for (and shall promptly pay) the utility provider's charges for all other utilities and similar services used on the Project Facility and the cost for such services shall be borne by Landlord.

Section 10. FBO Standards.

(a) Compliance by Landlord. During the Term, Landlord shall provide such services, including without limitation safety and security and other customary services as are customarily provided by a first-class FBO operator, at the Facility Property in accordance with, in all material respects, the FBO Standards as in effect from time to time during such period, subject to the provisions of this Section. All of the requirements contained in the FBO Standards shall be, and are hereby deemed, applicable to Landlord and the Facility Property, unless Tenant hereafter provides otherwise in a written notice to Landlord. All standards contained in the FBO Standards shall be deemed mandatory, regardless of whether phrased with the terms "shall", "must", "should" or similar words. Where the FBO Standards provides for the exercise of discretion by Tenant, Landlord shall comply with the requirements imposed by Tenant in the exercise of such discretion, so long as such discretion is exercised by Tenant in a reasonable manner. If Tenant shall at any time believe that Landlord is not in compliance with such FBO Standards, then Tenant shall deliver a notice to Landlord stating with particularity the perceived non-compliance. Landlord shall have thirty (30) days to remedy such non-compliance, or dispute the alleged non-compliance in writing, or such longer period of time as shall be reasonably necessary to remedy such non-compliance, provided that Landlord diligently and in good faith pursues such cure.

(b) Provision by Tenant; Conflict. Tenant will provide Landlord with current copies of its FBO Standards as in effect from time to time during the Term. Notwithstanding any provision of this Sublease, in the event of, and solely to the extent of, any conflict between a provision or requirement of the then existing FBO Standards and a term or condition of the Master Lease, of this Sublease, or of any Law, including any federal, state, city, local, FAA or other governmental rule or regulation, then the

conflicting term and condition of the Master Lease, of this Sublease, or of such Law shall control and be binding.

(c) Modifications. Tenant shall use reasonable efforts to consult with Landlord in advance of any modifications to the FBO Standards (which may be made from time to time) to allow Landlord sufficient time to provide input with respect thereto as they relate to the Facility Property. Any such modifications to the FBO Standards, as they relate to the Facility Property and Landlord's provision of services thereon pursuant to this Sublease, shall be mutually agreed upon by Landlord and Tenant in writing; provided, however, that Landlord shall not unreasonably withhold consent to any such modifications. If Landlord and Tenant cannot reach agreement on such modifications, then they shall participate in good faith mediation (at mutual expense) in an effort to resolve such disagreement, where the mediator shall have at least five (5) years of FBO or airport management experience and shall not have had any affiliation or relationship (whether personal, financial, contractual, transactional or otherwise) with either Landlord or Tenant within the previous five (5) years. Landlord shall have sufficient and commercially reasonable time to conform their operations at the Facility Property to the final agreed-upon modified FBO Standards, and Landlord shall take such actions from time to time as may be necessary or appropriate to cause the activities performed by Landlord in or on the Terminal Building, the Aircraft Ramp, the Parking Lot and the remainder of the Facility Property to promptly comply with, in all material respects, the modified FBO Standards; provided, however, that such modified FBO Standards are applicable to all fixed base operation providers utilized by Tenant in the United States, and are uniformly enforced by Tenant at such fixed base operation providers; and provided further, however, that any such modifications shall relate primarily to safety and service issues and not to any physical attributes of the Facility Property where such changes to such physical attributes would not likely be implemented in the exercise of reasonable discretion. Any reasonable cost imposed upon Landlord as a result of any modifications to the FBO Standards in their current form as set forth in Exhibit "C" to this Sublease shall be reimbursed by Tenant to Landlord. In no event shall Landlord be required to comply with any modification to the FBO Standards that diminish Landlord's rights under this Sublease.

Section 11. Safety, Security, Service.

Landlord agrees that in the event it is notified in writing by Tenant of a serious safety, security, or service problem, which would adversely affect Tenant's business, Landlord shall promptly use reasonable efforts to take all appropriate action to cure the problem. The written notice from Tenant shall describe in detail the nature of the problem and the proposed solution to the problem. Notwithstanding the foregoing, except in the event of an emergency, each party shall have the option to refer any alleged safety or security problem to Wyvern Consulting or a similar nationally recognized aviation consulting firm (at the mutual, equal expense of Landlord and Tenant) for determination as to whether any such problem exists or as to appropriate actions to cure any such problem, based upon the current industry standards regarding safety, security and service concerns followed by other facilities with businesses similar

to the business of Tenant, and such firm's determination shall be conclusive, subject to any dispute resolution provisions that may be contained in this Sublease.

Section 12. Maintenance and Repairs.

(a) Structural Maintenance and Repairs. Landlord shall, at its sole cost and expense, maintain and repair the structural components of the Aircraft Ramp and the Terminal Building, including, but not limited to, the foundation, slab, exterior walls, roof, underground utilities and building systems. Notwithstanding the above, if any repairs to any such structural components are required due to damage or excessive wear and tear caused by any Tenant Party, then Tenant shall promptly reimburse Landlord for the full cost of such structural repairs.

(b) Other Maintenance and Repairs. Except as may be otherwise expressly provided for in this Sublease, the Facility Property and the fixtures and improvements placed thereon shall be maintained and repaired by Landlord in a neat, functioning and first-class, presentable condition, in a timely manner, and shall otherwise be used, operated and maintained in a manner consistent with the FBO Standards, this Sublease, the Master Lease and the Airport Minimum Standards. Landlord's costs for maintenance and repairs pursuant to this Section shall be borne by Landlord.

Section 13. Alterations and Improvements.

(a) Alterations. During the Term, Tenant may install, replace, repair, or remove such Tenant-owned furniture and equipment as Tenant deems appropriate from time to time. Tenant will make no alterations, additions or improvements in or to the Facility Property, of any kind or nature, (such alterations, additions or improvements are collectively referred to as "Alterations") without the express prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed based on the terms and conditions set forth in this Section. Notwithstanding the foregoing, Tenant may, without the consent of Landlord, make Alterations which are cosmetic in nature and have a cost, in the aggregate over any ninety (90) day period, of less than Twenty-five Thousand Dollars (\$25,000). All Alterations made by Tenant shall become Landlord's property when incorporated into or affixed to the Facility Property. In connection with Landlord's determination as to whether or not to consent to proposed Alterations, Tenant shall submit to Landlord reasonably detailed drawings, plans and specifications (the "Alteration Plans & Specs") of the proposed Alterations at the time Landlord's consent is sought. Tenant acknowledges that Landlord is not an architect or engineer, and that the Alterations will be designed and/or constructed by Tenant using independent and duly licensed architects, engineers and contractors. Accordingly, Landlord does not guarantee or warrant that the Alteration Plans & Specs, as may be reviewed and approved by Landlord, will comply with applicable law or be free from errors or omissions, nor that the Alterations will be free from defects, and Landlord will have no liability for such matters simply because Landlord approved any particular Alteration. Upon completion of Alterations requiring Landlord's consent (or to the extent required by applicable Law), Tenant shall, at Tenant's expense, provide Landlord with a complete copy of the "as built" plans and specifications for the Alterations in AutoCAD

format (or other format reasonably requested by Landlord). If Landlord consents to any proposed Alterations by Tenant, then: (i) Tenant shall be responsible for all permits, inspections and certificates for accomplishing such Alterations; (ii) Tenant shall cause all such work to be performed in a good and workmanlike manner, lien free, in compliance with applicable building, zoning, land use, construction, aviation and life safety Laws applicable to the Facility Property, in compliance with the Master Lease, the Airport Minimum Standards, FAA requirements, and be consistent with the terms and conditions of the Master Lease, all as amended from time to time, and in compliance with Landlord's other reasonable requirements; (iii) Tenant shall obtain lien waivers, releases of lien, terminations of Notices of Commencement, and final Contractor's Affidavits (all as required by Chapter 713 of the Florida Statutes) for all such work done in or to the Facility Property; and (iv) Tenant's contractors or other parties providing services, labor, or materials to the Facility Property on behalf of Tenant, as applicable, shall (A) be licensed and insured in the State of Florida and Palm Beach County, and (B) have substantial experience providing services, labor, or materials, as applicable, of the type requested to buildings such as are located on the Facility Property.

(b) Statutory Construction Lien Notice. In accordance with the applicable provisions of the Florida Construction Lien Law and specifically Florida Statutes, §713.10, no interest of Landlord, whether personally or in the Facility Property, the leasehold interest created by the Master Lease, or fee simple title to the real property demised by the Master Lease, shall be subject to liens for Alterations made by Tenant or caused to be made by Tenant hereunder. Further, Tenant acknowledges that Tenant, with respect to Alterations made by Tenant or caused to be made by Tenant hereunder, shall promptly notify the contractor making such Alterations to the Facility Property of this provision exculpating Landlord's liability for such liens.

(c) No Liens. Notwithstanding the foregoing, Tenant shall not permit any construction lien or other lien, attachment, judgment, execution, writ, charge or encumbrance to be filed, in connection with or relating to any Alteration, against any portion of the Facility Property, the leasehold interest created by the Master Lease, or fee simple title to the real property demised by the Master Lease, or any alterations, fixtures or improvements therein or thereto, as a result of any work action or inaction done by or at the direction of Tenant or any of Tenant's agents. If such lien is filed, Tenant shall discharge the same of record (or bond off such lien) within ten (10) days after obtaining knowledge thereof. If such lien is filed and not discharged or bonded off by Tenant, without waiving such Default, Landlord, in addition to all other available rights and remedies, without further notice, may discharge the same of record by payment, bonding or otherwise, as Landlord may elect, and upon demand Tenant will pay to Landlord the aggregate of (i) reimbursement of all reasonable costs and expenses so incurred by Landlord in connection with such discharge, (ii) an administrative fee in an amount equal to the greater of \$250 or five percent (5%) of the amount of the lien so discharged by Landlord, plus (iii) interest on the amounts specified in the preceding clauses (i) and (ii) at the Default Rate.

(d) Landlord's Improvements. The provisions of this Section shall not apply to Landlord's Improvements.

Section 14. Use of the Property.

(a) General Use. Tenant's use of the Facility Property shall be limited to its use as an aircraft passenger terminal, including, without limitation, the operation, short-term parking and light maintenance (as specified in Federal Aviation Regulation 43) of Tenant Aircraft and Allowed Aircraft, customer and employee parking, baggage handling, the servicing of customers and passengers arriving or departing on such Tenant Aircraft or Allowed Aircraft, processing and preparation of food for aircraft catering arrangements for such aircraft (solely for use thereon and not for retail sale), crew training, and operations incidental to the foregoing in the ordinary course of the above. No major maintenance or repair (as specified in Federal Aviation Regulation 43, Appendix A) may be performed on or at the Facility Property. At all times during the Term, the usage permitted by this Sublease shall be subject to the Master Lease and the Airport Minimum Standards and all applicable Laws.

(b) No FBO Operations. Tenant shall not use the Facility Property for any FBO Operations, which includes, but is not limited to, any or all of the following:

- (1) Providing fuel to aircraft on or at the Airport.
- (2) Retail or wholesale distribution of aviation goods, products or supplies.
- (3) Storage or distribution of jet or aviation fuel.
- (4) Storage of aircraft other than storage incidental to the ownership, operation and management of Tenant Aircraft and Allowed Aircraft.

(c) Landlord's Use. Landlord shall have the right to use, in connection with the provision of services by Landlord to Tenant and its customers under this Sublease, during the Term (including any Renewal Terms), without charge, the Landlord's Admin Office Area and the Landlord's Line Service Area, which shall include the right for Landlord's employees and contractors working at the Facility Property to use the lavatory facilities in the Terminal Building (if specific lavatory facilities are provided for such employees and contractors, then Landlord's employees and contractors shall use such specific lavatory facilities). Landlord and its employees and contractors shall have reasonable access to the Facility Property so that they may perform the services for Tenant as is contemplated by this Sublease. Landlord shall be responsible for any damage done to the Facility Property by its employees or contractors, unless such damage was caused by an action or inaction that was taken or not taken at the direction of Tenant or any of its employees, contractors or vendors.

(d) No Injurious or Noxious Activity. Tenant shall not perform any acts or carry on any practices which may be reasonably expected to damage the Facility Property (including any improvements thereon) or any adjoining property, normal wear and tear excepted, or which constitute a public or private nuisance, interference or menace to either Landlord, or other tenants at the Airport, or the general public, or with Airport operations. Tenant shall make no unlawful or noxious use of the Facility

Property. Except for such materials as may be permitted under Section 23 in such quantities and pursuant to such procedures and requirements as specified in such Section, no explosives, firearms, volatile or flammable chemicals, or any other material which would materially increase the hazard of fire, shall be stored or used on the Facility Property.

(e) No Storage. Tenant shall not store any non-aviation related vehicles or equipment (other than the temporary storage of vehicles operated by Tenant's customers or passengers or crew utilizing any of Tenant's services) on the Facility Property without the express prior written consent of Landlord.

(f) Rules and Regulations Governing Use. Landlord may establish, and amend from time to time, such rules and regulations regarding the use, operation and maintenance of the Facility Property as may be reasonably necessary or advisable for the safe and efficient operations of both Tenant and Landlord at the Facility Property, taking into account Tenant's business, and Tenant shall, upon receipt of notice of such rules and regulations, abide by all such rules and regulations that shall be now or hereafter in effect from time to time.

(g) Failure to Comply. Failure of Tenant to use and operate the Facility Property in a manner consistent with the terms and provisions of this Sublease, the Master Lease and the Airport Minimum Standards shall, after written notice thereof from Landlord and a reasonable opportunity to cure such failure, constitute a Default.

(h) Designation of Aircraft Using the Facility Property. Tenant shall provide Landlord with (both in paper and electronic form, in such format as may be reasonably requested by Landlord) a continually updated list of Tenant Aircraft and Allowed Aircraft (by make, model, and FAA registration number, as applicable).

Section 15. Compliance with Laws.

(a) Compliance by Tenant. Tenant, at its sole cost and expense, shall promptly comply with all present and future Laws applicable to, or having jurisdiction over, the Parking Lot, the interior of the Terminal Building, or Tenant's operations thereon, including, without limitation, FAA rules and regulations and the rules and regulations of the Airport, the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq. Any fines or penalties or other costs assessed against Landlord or Master Landlord by the FAA or any other governmental or regulatory body as a result of Tenant's failure to comply with the provisions of this Section or other intentional or negligent acts or omissions of any Tenant Party shall be paid promptly by Tenant to Landlord or Master Landlord, as applicable. Notwithstanding anything to the contrary herein, Tenant may contest or challenge by appropriate administrative or judicial proceedings any Law or any amendments or revisions to the Airport Minimum Standards which Tenant reasonably believes are unlawful, unreasonable or discriminatory.

(b) Compliance by Landlord. Except as otherwise provided in this Section, Landlord, at its sole cost and expense, shall promptly comply with all present and future

Laws applicable to, or having jurisdiction over, the structure of the Terminal Building and the Aircraft Ramp, including, without limitation, FAA rules and regulations, the Airport Minimum Standards and the Americans With Disabilities Act, 42 U.S.C. § 12101 *et seq.* Any fines or penalties or other costs assessed against Tenant by the FAA or any other governmental or regulatory body as a result of Landlord's failure to comply with this subsection shall be paid promptly by Landlord to Tenant. Notwithstanding anything to the contrary herein, Landlord may contest or challenge by appropriate administrative or judicial proceedings any Law or any amendments or revisions to the Airport Minimum Standards which Landlord reasonably believes are unlawful, unreasonable or discriminatory.

Section 16. Representations and Warranties of Landlord.

Landlord represents and warrants to Tenant as follows, as of the date hereof:

(a) Organization, Good Standing and Corporate Power. Landlord is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and authorized to do business in the State of Florida and has all requisite corporate power and authority to execute, deliver, and perform each Transaction Document.

(b) Authorization. The execution, delivery and performance of each Transaction Document have been duly and validly authorized by all requisite corporate action of Landlord. Each Transaction Document is a valid, binding, and enforceable obligation of Landlord.

(c) No Conflicts. The execution, delivery and performance of each Transaction Document will not conflict with, or violate, the articles of incorporation or by-laws of Landlord or any material contract to which Landlord is a party.

(d) Legal Proceedings. There is no pending or, to Landlord's knowledge, threatened action, suit or proceeding that, if determined against Landlord, would adversely affect Landlord's ability to enter into any Transaction Document or to perform its obligations thereunder.

(e) Licenses and Permits. With the exceptions of (i) governmental licenses, permits, certifications and other authorizations required to build and construct the Landlord Improvements, Interior Improvements and other leasehold improvements to be constructed at or on the Facility Property, and (ii) final execution of the Third Amendment to Lease Agreement; Landlord has all governmental licenses, permits, certifications and other authorizations required or necessary to own and operate its properties and to carry on its business operations as presently conducted and as contemplated by this Sublease to be conducted on the Facility Property.

(f) Master Lease. Landlord has delivered to Tenant a true and complete copy of the Master Lease (including all exhibits, amendments, modifications, supplements, waivers, renewals and extensions thereof). Other than the Master Lease, there are no agreements, arrangements or understandings to which Landlord is a party or by which

Landlord is bound, relating to the Facility Property. The Master Lease is in full force and effect, and no default thereunder by Landlord or, to Landlord's knowledge, by Master Landlord exists beyond any applicable notice or cure period. Landlord is the sole holder of 100% of the tenant's interest in and to the Master Lease. The current term of the Master Lease shall expire on September 30, 2024. In addition, under Article 3.02 of the Master Lease, Landlord has one unexpired option to renew the term of the Master Lease for five (5) years, and as to the Facility Property one (1) additional unexpired option to renew the term of the Master Lease, for an additional period of twelve (12) years.

Section 17. Representations and Warranties of Tenant.

Tenant represents and warrants to Landlord as follows, as of the date hereof:

(a) Organization, Good Standing and Corporate Power. Tenant is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to execute, deliver, and perform each Transaction Document.

(b) Authorization. The execution, delivery and performance of each Transaction Document have been duly and validly authorized by all requisite corporate action of Tenant. Each Transaction Document is a valid, binding, and enforceable obligation of Tenant.

(c) No Conflicts. The execution, delivery and performance of each Transaction Document will not conflict with, or violate, the articles of incorporation or by-laws of Tenant or any material contract to which Tenant is a party.

(d) Legal Proceedings. There is no pending or, to Tenant's knowledge, threatened action, suit or proceeding that, if determined against Tenant, would adversely affect Tenant's ability to enter into any Transaction Document or to perform its obligations thereunder.

(e) Licenses and Permits. Tenant has all governmental licenses, permits, certifications and other authorizations required or necessary to own and operate its properties and to carry on its business operations as presently conducted and as contemplated by this Sublease to be conducted on the Facility Property.

Section 18. Insurance Requirements.

(a) Tenant's Insurance Requirements. Tenant shall, at its sole cost and expense, obtain and maintain, at all times during the Term (including any Renewal Terms) (and, if Tenant or any of Tenant's employees or contractors or any other third parties acting on behalf of or at the request of Tenant shall enter upon the Facility Property prior to the Rent Commencement Date for the purpose of performing any actions or services, then also effective as of a date prior to such entering upon the Facility Property), the following insurance coverages:

(1) Liability Insurance. A policy of commercial general liability insurance, for personal injuries and death to all persons (including, without limitation, guests and passengers on Tenant Aircraft and Allowed Aircraft) and property damage growing out of any one accident or other cause in a minimum amount of Twenty Million Dollars (\$20,000,000.00) and, in addition, shall provide property damage liability insurance, including hangarkeeper's insurance, in a minimum amount of Twenty Million Dollars (\$20,000,000.00).

(2) All Risk Comprehensive Aircraft Hull Insurance. A policy of All Risk Comprehensive Aircraft Hull Insurance on all Tenant Aircraft in an amount not less than the full replacement cost of each Tenant Aircraft, which policy shall also include incidental hangarkeeper's and premises liability coverage.

(3) Comprehensive Business Auto Liability Insurance. A policy of Comprehensive Business Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Tenant has no owned automobiles, then Tenant shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy, or a separate Business Auto Liability policy. This coverage shall be provided on a primary basis.

(4) Workers' Compensation & Employers Liability Insurance. A policy of Workers' Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and Federal law. This coverage shall be provided on a primary basis.

(5) Environmental Impairment Liability Insurance. A policy of environmental liability insurance in an amount not less than One Million Dollars (\$1,000,000) naming Landlord and any mortgagee as additional insureds.

(6) Additional Insurance. Such other insurance coverages (and in such amounts) as may be specified or required for the activities of Tenant pursuant to the Airport Minimum Standards. In addition, notwithstanding the requirements set forth in this Section, Tenant will at all times during the Term maintain such higher insurance coverage amounts as may be required in either the Master Lease or the Airport Minimum Standards.

(b) Tenant's Certificates of Insurance. Tenant shall provide Landlord with certificates of insurance for all of the insurance required under this Sublease, prior to the Rent Commencement Date (or at such earlier time as may be specified in Section 18(a)), and subsequently prior to the expiration of the succeeding certificate, and at any time upon the reasonable request by Landlord, evidencing the policy coverages, endorsements and limits required by this Sublease. All certificates of insurance shall include a minimum thirty (30) day notice period for notification to Landlord in the event of any pending cancellation, non-renewal or reduction of coverage. In the event coverage is cancelled or is not renewed during the Term,

Tenant shall provide Landlord new certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "Signature Flight Support Corporation, its parent, subsidiaries, related and affiliated companies, and the Airport". All of Tenant's insurance policies shall be primary and shall (except for the Workers' Compensation & Employers Liability policy) name Landlord, its successors and assigns, and Master Landlord as additional insureds, and any mortgagees, lenders or similar third parties who have provided financing to Landlord where Landlord is required to provide insurance coverage to such lender or third party, shall be so indicated on each certificate of insurance (provided that Landlord provides Tenant with timely written notice of such parties). All insurance policies required by this Sublease shall be maintained with insurance companies licensed to do business in the State of Florida, reasonably satisfactory to Landlord and in accordance with both the Master Lease and the Airport Minimum Standards. Tenant shall be responsible for the payment (to Landlord and/or Master Landlord, as the case may be) of all deductible amounts under each of its insurance policies.

(c) Landlord's Insurance Requirements. Landlord shall, at its sole cost and expense (except for the casualty insurance set forth in clause (6) below, the cost of which (including premiums and deductibles) shall be paid for by Landlord and included within the Operating Expenses), provide and maintain, at all times during the Term, the following insurance coverages:

(1) Liability Insurance. A policy of commercial general liability insurance for personal injuries and death to all persons (including, without limitation, guests and passengers on Tenant Aircraft and Allowed Aircraft) and property damage growing out of any one accident or other cause in a minimum amount of Twenty Million Dollars (\$20,000,000.00) and in addition shall provide property damage liability insurance in a minimum amount of Twenty Million Dollars (\$20,000,000.00).

(2) Hangarkeeper's Legal Liability Insurance. A policy of Hangarkeeper's Legal Liability Insurance, providing coverage for property damage to aircraft that are the property of others while in the care, custody, or control of Landlord (when such aircraft are not in flight), in an amount not less than Twenty Million Dollars (\$20,000,000) any one aircraft and Thirty Million Dollars (\$30,000,000) any one occurrence.

(3) Comprehensive Business Auto Liability Insurance. A policy of Comprehensive Business Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Landlord has no owned automobiles, then Landlord shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy, or a separate Business Auto Liability policy. This coverage shall be provided on a primary basis.

(4) Workers' Compensation & Employers Liability Insurance. A policy of Workers' Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and Federal law. This coverage shall be provided on a primary basis.

(5) Environmental Impairment Liability Insurance. A policy of environmental liability insurance in an amount not less than One Million Dollars (\$1,000,000).

(6) Property Insurance. A policy of insurance, including sprinkler leakage, vandalism, malicious mischief, windstorm, fire and extended coverage, covering all of the Facility Property (specifically including all of the Landlord's Improvements and any and all personal property, fixtures, accessions or other improvements installed at the Facility Property by Tenant) against the perils of fire, windstorm, hail, flood (for any structure located in an "A" or "B" flood zone), extended coverage, and vandalism, for no less than the replacement cost thereof (which shall be subject to adjustment from time to time by Landlord in order to reflect inflation and rising costs of construction).

(7) Additional Insurance. Such other insurance coverages (and in such amounts) as may be specified or required for the activities of Landlord pursuant to the Airport Minimum Standards. In addition, notwithstanding the requirements set forth in this Section, Landlord will at all times during the Term maintain such higher insurance coverage amounts as may be required in either the Master Lease or the Airport Minimum Standards.

(d) Landlord's Certificates of Insurance. Landlord shall provide Tenant with certificates of insurance, prior to the Rent Commencement Date and subsequently prior to the expiration of the succeeding certificate, and at any time upon the reasonable request by Tenant, evidencing the policy coverages, endorsements and limits required by this Sublease. All certificates of insurance shall include a minimum thirty (30) day notice period for notification to Tenant in the event of any pending cancellation, non-renewal or reduction of coverage. In the event coverage is cancelled or is not renewed during the Term, Landlord shall provide Tenant new certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "NetJets Services, Inc., 4111 Bridgeway Avenue, Columbus, Ohio 43219." All of Landlord's insurance policies shall (except for the Workers' Compensation & Employers Liability policy) name Tenant, and its successors and assigns, as additional insureds, which shall be so indicated on each certificate of insurance. All insurance policies required by this Sublease shall be maintained with insurance companies licensed to do business in the State of Florida, and in accordance with both the Master Lease and the Airport Minimum Standards.

Section 19. Indemnification.

(a) Indemnification by Tenant. Tenant shall indemnify, defend and save harmless each Indemnified Landlord Party from and against any and all Claims of whatsoever kind or nature arising directly or indirectly out of or in connection with (i) Tenant's operation upon, or the use by any Tenant Party of, the Facility Property, (ii) the operation of Tenant's business or Tenant Aircraft or Allowed Aircraft, (iii) any loss of or damage to any property or injury to or death of any person arising out of or related to the Facility Property (to the extent not caused by Landlord) or the sublease thereof pursuant to this Sublease, (iv) any breach, violation or non-performance by any Tenant Party of any covenant, provision or condition of any Transaction Document or the Master Lease, or (v) any negligent or intentionally wrongful act or failure to act of any Tenant Party.

(b) Indemnification Exclusions. Notwithstanding any other provision herein to the contrary, Tenant shall not be responsible or have any obligation to indemnify and hold harmless Landlord from any Claims of whatsoever kind or nature arising wholly from the negligent actions or willful misconduct of Landlord or any Landlord Party, whether the same would result from any condition created or caused wholly by Landlord, its agents, servants, representatives and personnel or wholly due to Landlord not meeting its responsibilities pursuant to the terms of this Sublease or applicable governmental regulations.

(c) Indemnification by Landlord. Landlord shall indemnify and save harmless each Indemnified Tenant Party from any penalties for violation of any Law affecting Landlord's operations, and from any and all Claims of whatsoever kind or nature, to the extent that they arise, directly or indirectly, out of Landlord's negligence or willful misconduct, including, without limitation, any Claims by Donald J. Trump by virtue of Tenant's real property interest in the Northwest Tract.

Section 20. Storm Procedures.

It is the express sole obligation and responsibility of Tenant to provide for the safety, security and evacuation of any Tenant Aircraft or Allowed Aircraft during any approaching windstorm, hurricane or other weather event. Except for Landlord's obligations with respect to the repair of damage to the Facility Property under Section 21, Landlord shall not be liable for any damages or injuries, including, without limitation, damage to Tenant's property or to Tenant Aircraft or to Allowed Aircraft or injury to Tenant's passengers or crew, as a result of any storm, hurricane or other weather event. Tenant shall also comply with all rules, plans and procedures promulgated by Landlord of which Tenant is notified; 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.

Section 21. Damage or Destruction.

(a) Partial Damage or Destruction; Repair or Reconstruction. If, at any time during the Term, any substantial portion of the Facility Property is damaged or destroyed, but the Terminal Building is still habitable and useable, then such damaged or destroyed portion of the Facility Property shall be repaired or rebuilt by Landlord to the same approximate condition as existed immediately before the damage or destruction (exclusive of any improvements installed by Tenant) in such amount of time as may reasonably be required with the commercially diligent pursuit of such work by Landlord. Landlord shall promptly notify Tenant of the expected date of completion of such work. Until the date of completion of the repair and restoration of the damaged portion of the Facility Property, the Base Rent shall be adjusted proportionately according to the square footage of the Facility Property so damaged or destroyed expressed as a percentage of the square footage of all of the Facility Property.

(b) Total Damage or Destruction; Repair, Reconstruction or Replacement. If, at any time during the Term of this Sublease, any portion of the Facility Property is damaged or destroyed to such an extent that the Terminal Building is no longer habitable and useable, then Landlord shall provide to Tenant either, at Tenant's election (to be provided by notice to Landlord within fifteen (15) days after the date of the event causing such damage or destruction (the "Damage Date")), the use of Landlord's primary terminal at the Airport and/or the use of a temporary structure (reasonably suitable for use as a terminal) for use as a terminal building, in either case to be available for Tenant's operations within ninety (90) days after the Damage Date and until such time as the Terminal Building is repaired or rebuilt and receives a Certificate of Occupancy from the appropriate governmental authority (the date of such certificate, the "Repair Date"). If Tenant elects to use Landlord's primary terminal at the Airport, then the Base Rent shall be abated in an equitable amount from the Damage Date until the Repair Date. If Tenant elects to use a temporary structure for use as a terminal building; then the Base Rent shall be abated in an equitable amount from the Damage Date until the date on which the temporary structure to be used by Tenant receives a Certificate of Occupancy from the appropriate governmental authority. Landlord shall repair or rebuild such damaged or destroyed portions of the Facility Property to the same approximate condition as existed immediately before the damage or destruction (exclusive of any improvements installed by Tenant) in such amount of time as may reasonably be required with the commercially diligent pursuit of such work by Landlord. Landlord shall promptly notify Tenant of the expected date of completion of such work. If the repair or rebuild is not substantially completed within twelve (12) months from the Damage Date, due to no fault of Tenant or Landlord, as the case may be or if Landlord, by written notice to Tenant within sixty (60) days after the Damage Date, elects to not repair or rebuild such damaged or destroyed portions of the Facility Property, then Tenant or Landlord may terminate this Sublease upon thirty (30) days written notice to the other. If Tenant elects to use non-exclusive space or facilities pursuant to the above, the parties shall in good faith negotiate revised rental rates.

(c) Notice and Preventive Action by Tenant. If the Facility Property should be damaged or destroyed by fire, hurricane, tornado, windstorm or other casualty, then

Tenant shall (i) give immediate written notice thereof to the insurance carrier and immediate written and telephonic notice thereof to Landlord, and (ii) take immediate action to prevent further damage to the Facility Property and to protect all personal property therein or thereon, whether owned by Tenant or Landlord.

(d) Tenant's Losses. It shall be Tenant's sole responsibility to insure itself against lost business income created wholly or in part by any damage to the Facility Property or any other casualty loss.

Section 22. Condemnation/Overflow Parking Area.

(a) Total Condemnation. If, at any time during the Term, all or substantially all of the Facility Property shall be condemned, taken or appropriated (either of the foregoing, a "Condemnation") by any competent authority for any public or quasi-public use, then this Sublease shall terminate as of the date when Landlord is required to turn over possession of the Facility Property subject to such Condemnation (the "Condemnation Effective Date"), unless Landlord provides on or prior to such date space which, in the reasonable opinion of both Landlord and Tenant, is substantially comparable suitable space and facilities (for use as a terminal, ramp and parking lot) which shall, upon the parties reaching agreement on such alternate space, be substituted for the Facility Property. In the event the parties are unable to agree on such alternate space within ninety (90) days after the Condemnation Effective Date, either party shall have the right to terminate this Sublease upon written notice to the other party.

(b) Partial Condemnation. If, at any time during the Term, a substantial portion of the Facility Property shall be subject to a Condemnation by any competent authority for any public or quasi-public use, and the Terminal Building is still habitable and useable and the remaining Facility Property is reasonably sufficient to support Tenant's business operations, then this Sublease shall not terminate but the Base Rent shall be adjusted proportionately according to the square footage of the Facility Property so lost expressed as a percentage of the square footage of all of the Facility Property. If, in the event of such Condemnation, the Terminal Building is no longer habitable and useable and/or the remaining Facility Property is reasonably insufficient to support Tenant's business operations, then Landlord shall provide suitable space and/or facilities (which may, at Tenant's option, include a portion of Landlord's primary terminal and/or in the short-term, the use of a temporary structure reasonably suitable for use as a terminal and which may have the bulk of the aircraft ramp area in a location not contiguous with the terminal area), which are substantially comparable to, and which shall be substituted for, the portion of the Facility Property so lost, and if Landlord is not able to so provide by the later of the Condemnation Effective Date or the date which is six (6) months after the date that Landlord receives official notice of such Condemnation, then either Tenant (provided that Landlord's failure to so provide is not due to the fault of Tenant) or Landlord (provided that Landlord's failure to so provide is not due to the fault of Landlord) may terminate this Sublease upon thirty (30) days written notice to the other. If Tenant elects to use non-exclusive space or facilities pursuant to the above, the parties shall in good faith negotiate revised rental rates.

(c) 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 Master Lease.

Section 23. Hazardous Materials.

(a) Compliance with Laws. Both parties acknowledge that there are certain Federal, State and local Laws now in effect, and that additional Laws may hereafter be enacted, relating to or affecting the use, storage, handling, and disposal of Hazardous Materials. Each party hereby agrees to comply with all such environmental Laws, as they may be amended from time to time.

(b) Restrictions on Hazardous Materials. Other than those Hazardous Materials customarily used by operators of a business such as Tenant's (such as small amounts of the following: glycol, oil, lubricants, cleaning fluids, paint and painting supplies, and materials used in light maintenance of Tenant Aircraft by any Tenant Party pursuant to Part 43 of FAA Regulations, Appendix "A," each of which shall be handled, stored and disposed of in compliance with all federal, state and local Laws pertaining thereto), Tenant shall not cause or knowingly permit any Hazardous Material to be brought upon, kept or used in or about the Facility Property by any Tenant Party without the express prior written consent of Landlord (which Landlord shall not unreasonably withhold, delay or condition as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all Laws regulating any such Hazardous Material).

(c) Disposal. Landlord shall properly dispose of any and all Hazardous Materials (including, without limitation, waste oil) used in connection with the delivery of services by Landlord pursuant to this Sublease and Tenant shall properly dispose of any and all other Hazardous Materials (including, without limitation, waste oil) delivered, consumed, produced or expended by any Tenant Party or any Tenant Aircraft or Allowed Aircraft. Both parties shall contract with a licensed, insured and certified Hazardous Material disposal company, reasonably acceptable to Landlord, for the disposal of any such Hazardous Material. Tenant shall not dispose of any such Hazardous Material in or on Landlord's property, tanks or equipment or anywhere else at the Airport. Each party shall make available to the other party, promptly following such other party's request therefor, copies of then-current contracts, if any, and invoices for disposal of Hazardous Material from the Facility Property.

(d) Remediation. If either party breaches any covenant made by it in subsections (a) through (c) inclusive, then the responsible party shall promptly contain, remove and abate such Hazardous Material, at the responsible party's sole expense, to the extent necessary to satisfy all applicable environmental Laws. In connection therewith, each party shall employ licensed and insured Hazardous Material removal contractors and engineers, reasonably acceptable to Landlord. If the responsible party

does not promptly contain, remove and abate the discharge, then the non-responsible party may, at the responsible party's sole cost and expense, promptly contain, remove or abate the discharge. If the non-responsible party contains, removes or abates the discharge, then the full costs incurred by such party in taking such action shall be promptly paid by the responsible party to the non-responsible party, together with interest at the Default Rate. If in the opinion of Landlord, there exists any violation by any Tenant Party or any Tenant Aircraft or any Allowed Aircraft of an environmental Law or any condition which requires, or may require, a cleanup, removal or other remedial action by Tenant under any environmental Laws, and such cleanup, removal or other remedial action is not completed within ninety (90) days from the date of written notice from Landlord to Tenant, then the same shall, at the option of Landlord, constitute a Default hereunder; provided, however, that if Tenant has promptly commenced cleanup, removal or other remedial action and is, in the reasonable judgment of Landlord, pursuing such action diligently, then, so long as Tenant, in Landlord's reasonable judgment, continues to diligently pursue such action, then no Default shall be deemed to exist with respect to the condition being corrected. Any action of either party shall not relieve the other party of its obligation and responsibilities under this or any other provision of this Sublease or as imposed by Law. No action taken by either Landlord or Tenant to contain, remove or abate a discharge, whether such action is taken voluntarily or otherwise, shall be construed as an admission of liability as to the source of the discharge.

(e) Indemnification. If either party breaches any covenant made by it in subsection (a), then such party shall indemnify, defend and hold Landlord Indemnified Parties or Tenant Indemnified Parties, as the case may be, harmless from and against any and all Claims which arise during or after the Term as a result of such breach, including, without limitation, costs incurred by the non-breaching party (together with interest thereon at the Default Rate) in connection with any investigation, cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material discharged during the Term and present in the soil or ground water on or under the Facility Property or which has migrated from the Facility Property to any adjoining property. Without limiting the foregoing, if the presence of any Hazardous Material on the Facility Property caused or knowingly permitted by either party results in any contamination of the Facility Property or any adjoining property, then the breaching party shall promptly take all actions at its sole expense as are necessary to return the contaminated property to a reasonable approximation of the condition existing prior to the introduction of Hazardous Material to such property, as contemplated or deemed acceptable by state and federal testing limits or thresholds then in effect; provided, however, that either party's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld, delayed or conditioned so long as such actions would not potentially have any material adverse effect on the property to be restored. Each party shall give to the other party prompt and reasonable, detailed notice of any event, discovery, claim or action which may lead to a claim for indemnification under this Section, and each party shall have the right to investigate, compromise and defend the same.

(f) Liability Exclusions. Notwithstanding anything herein to the contrary, (i) Tenant shall not have any obligation or liability for any Hazardous Material whose presence, discharge or release (i) is or was caused by the negligence or willful misconduct of any Landlord Party, (ii) occurred or commenced prior to the Rent Commencement Date, (iii) originated on, in or under any property other than the Facility Property. Landlord and Tenant shall reasonably cooperate with, and provide reasonable assistance to, one another in ascertaining the source of any Hazardous Material on, in or under the Facility Property. Notwithstanding anything herein to the contrary, Landlord shall not have any obligation or liability for any Hazardous Material whose presence, discharge or release (i) is or was caused by the negligence or willful misconduct of any Tenant Party, or (ii) originated on, in or under any property other than Landlord's Property unless such presence, discharge or release on such other property was caused by any Landlord Party.

(g) Phase I Environmental Site Assessment Reports. Landlord represents and warrants to Tenant that, on or before March 31, 2011, Landlord will deliver to Tenant a true and complete copy of that certain Phase I Environmental Site Assessment Report prepared by Madison Environmental Services, Inc. with respect to the Facility Property, and prepared in accordance with ASTM Standard Practice for Environmental Site Assessments: Phase I Site Assessment Process E-1527-05. If the results of the Phase I are such that a Phase II is required, Landlord will perform such Phase II at Landlord's sole cost and expense within ninety (90) days of receipt of the Phase I report. If contamination is found and remediation will cost \$500,000 or more, then Landlord shall have the option of either (i) remediating the property at Landlord's sole cost and expense; or (ii) terminating the Transaction Documents, unless Tenant, in its sole discretion, elects to proceed with the Transaction accepting the Facility Property "as is". If contamination is found and remediation will cost less than \$500,000, then Landlord shall promptly proceed to remediate the property at Landlord's sole cost and expense. [NetJets would like to go back to our original agreement to impose a cap. If remediation is required and it is a minimal amount (i.e. less than the agreed upon amount), Signature should not have a back door way to terminate the Transaction Documents and leave NetJets without a dedicated FBO facility with no recourse].

(h) 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 county health department.

Section 24. Default; Remedies.

(a) Default by Tenant. In addition to any other defaults contained in other Sections, the occurrence of any of the following shall constitute a material default (each, a "Default") of this Sublease by Tenant:

- (1) Tenant shall vacate or abandon the Facility Property.

(2) The failure by Tenant to make payment, as and when due, of any form of Rent, any Non-Rent Obligation, or any other payment required to be made as provided in any Transaction Document, where such failure shall continue for a period of ten (10) business days after the date when written notice of such event is delivered to Tenant.

(3) The failure by Tenant to fully observe or perform any of the material terms, conditions, covenants, or provisions set forth in any Transaction Document, to be observed or performed by Tenant, other than as described in subsections (a)(1) and (a)(2) above, where such failure continues for a period of thirty (30) days (or such shorter time period as may be required in order to avoid a default under the Master Lease) (either of such thirty (30) day or such shorter period, the "Cure Period") after Landlord's written notice of such failure has been delivered to Tenant; provided, however, that if the nature of Tenant's failure is such that more than the Cure Period is reasonably required in order for Tenant to cure such failure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such Cure Period and thereafter diligently pursues such cure to completion, unless the extension of such Cure Period would cause Landlord to be in default under the Master Lease.

(4) To the extent permitted by law, (A) the making by Tenant of any general assignment or general arrangement for the benefit of creditors, (B) the filing by or against Tenant of a petition to have Tenant 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 Tenant, the same is dismissed within sixty (60) days of its filing, (C) the appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's assets located on or at the Facility Property, or of Tenant's interest in this Sublease, where possession is not restored to Tenant within thirty (30) days of such appointment, or (D) the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located on or at the Facility Property, or of Tenant's interest in this Sublease, where such attachment, execution or other judicial seizure is not discharged within thirty (30) days of its implementation.

(5) The existence or occurrence at any time prior to the Rent Commencement Date of one or more conditions or events that in the reasonable opinion of Landlord has resulted or is likely to result in a determination by Tenant not to proceed with its obligations under this Sublease, including, without limitation, any failure by Tenant to deliver when required in the Work Letter the Plans and Specifications and other items, as more particularly set forth therein, and the failure by Tenant to provide within (30) days after written notice thereof to Tenant reasonable assurance of its intent to proceed.

(b) Multiple Defaults by Tenant. If Tenant has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein or in any other Transaction Document to be kept and performed by Tenant of the same type and kind, in the reasonable opinion of Landlord

and regardless of whether Tenant has cured each such individual condition of breach or default as provided in this lease hereinabove, Landlord may deliver written notice to Tenant making specific reference to this subsection of this Sublease and setting forth in reasonable detail the circumstances thereof. If Landlord delivers such a notice to Tenant pursuant to this subsection three (3) or more times during any thirty-six (36) month period, then Tenant shall thereafter promptly deliver to Landlord a security deposit in an amount equal to two (2) times the sum of the Monthly Base Rent due and Monthly Building Rent for the calendar month in which Landlord delivers such third (3rd) notice. If Landlord delivers such a notice to Tenant pursuant to this subsection five (5) or more times, then Landlord may negate any options for Renewal Terms offered to Tenant pursuant to Section 2(b), at the sole discretion of Landlord.

(c) Remedies of Landlord. In the event of any Default by Tenant during the Initial Term, Landlord may declare the entire balance of the Base Rent and all Fuel Guaranty Payments immediately due and payable, and Tenant shall be liable to Landlord for the payment of such Base Rent and Fuel Guaranty Payments immediately upon demand, provided that notwithstanding what the amount of the accelerated Base Rent and Fuel Guaranty Payment would be under other provisions of this Sublease, the amount due from Tenant under this Section shall be equal to the following:

- (1) If the Default occurs on or before July 31, 2014, Tenant shall be liable to Landlord for Eight Million Dollars (\$8,000,000);
- (2) If the Default occurs after July 31, 2014, but prior to August 1, 2015, Tenant shall be liable to Landlord for Six Million Dollars (\$6,000,000);
- (3) If the Default occurs after July 31, 2015, but prior to August 1, 2016, Tenant shall be liable to Landlord for Five Million Dollars (\$5,000,000);
- (4) If the Default occurs after July 31, 2016, but prior to August 1, 2017, Tenant shall be liable to Landlord for Four Million Dollars (\$4,000,000);
- (5) If the Default occurs after July 31, 2017, but prior to August 1, 2018, Tenant shall be liable to Landlord for Three Million Dollars (\$3,000,000); and
- (6) If the Default occurs after July 31, 2018, Tenant shall pay to Landlord an amount equal to twice the amount of Base Rent for the balance of the Initial Term due under this Sublease and/or any other Transaction Document.

Landlord shall be entitled to commence an action to collect such amount from Tenant without obligation to discount such amount to present value. Landlord and Tenant agree that the remedy of Landlord to collect the Base Rent and Fuel Guaranty Payments in the amounts set forth above, as described in and limited by this Section, has been expressly negotiated between Landlord and Tenant and is not intended to and does not constitute a penalty or forfeiture by Tenant, as a result of a Default by Tenant. The Base Rent and Fuel Guaranty Payments described in this Section 24(c) shall constitute Landlord's sole and exclusive remedy for recovery of any amounts payable as

Rent under this Sublease in the event of a Tenant default, regardless of whether the full amount of Rent due for the remaining balance of the Term exceeds the relevant accelerated amount.

Landlord does not waive, and this Section 24(c) shall not be construed as a waiver of, Landlord's right to indemnification for any Claim pursuant to Section 19 of this Sublease. Notwithstanding the provisions of this Section 24(c), neither party shall be liable to the other party for any lost profits, consequential damages, or other special damages arising from any default under this Sublease.

(d) Eviction by Landlord. In addition to Landlord's right to accelerate and collect Rent, as provided in and subject to the limitations set forth in Section 24(c) above, Landlord may upon a Default terminate this Sublease and all other Transaction Documents and commence an action for eviction of the Tenant from the Facility Property pursuant to applicable Florida law and, once having obtained a final order of eviction and writ of possession, re-enter and take possession of the Facility Property, or any part thereof, and repossess the same and dispossess Tenant and those claiming through or under Tenant and remove the effects of both or either. Such eviction action may be commenced separately from any other claim or consolidated in a single action against Tenant.

(e) No Waiver by Acceptance of Rent or Other Payments. No receipt of money by Landlord from Tenant at any time, or any act, or thing done by, Landlord or its agent shall be deemed a release of Tenant from any liability whatsoever to pay any Rent, any Non-Rent Obligations, any interest at the applicable rate, or any other sums due hereunder or under any other Transaction Document, unless such release is in writing, is subscribed by a duly authorized officer or agent of Landlord, and refers expressly to this Section. Any payment by Tenant or receipt by Landlord of less than the entire amount due at such time shall be deemed to be on account of the earliest sum due (after applying such payment to any amounts due for expenses, late charges and fees under this Sublease). No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction. In the case of such a partial payment or endorsement, Landlord may accept such payment, check or letter without prejudice to its right to collect all remaining sums due and pursue all of its remedies under this Sublease.

(f) Default by Landlord. In the event Landlord fails to comply with any of its obligations under the Transaction Documents and such failure continues for the Cure Period after Tenant's written notice of such failure has been delivered to Landlord, Landlord shall be in default hereunder. If the nature of Landlord's failure is such that more than the Cure Period is reasonably required in order for Tenant to cure such failure, then Landlord shall not be deemed to be in default, if Landlord commences such cure within such Cure Period and thereafter diligently pursues such cure to completion, unless the extension of such Cure Period would cause Landlord to be in default under the Master Lease. In the case of any default by Landlord under this Sublease, Tenant (i) may setoff any adjudicated damages incurred by Tenant for which a judgment was

issued arising from such default against any sums otherwise payable to Landlord under the Transaction Documents; (ii) shall have the right to obtain fuel and services from any other sources upon such terms as may be available (in accordance with Section 25 below) for so long as such Landlord default continues, and (iii) shall have such other remedies as are available at law or equity.

Section 25. Interruption of Services.

(a) No Warranty of Services. Landlord does not warrant that any of the services provided to Tenant at the Facility Property by third parties (such as utility services provided by utility providers), will be free from interruption, but Landlord shall take all commercially reasonable efforts to ensure that such services are provided as promptly as practicable. Tenant acknowledges that any one or more of such services may be interrupted or suspended by reason of accident or repairs, alterations or improvements, strikes or lockouts, operation of Law, or other causes beyond the control of Landlord. No such interruption, suspension or discontinuance of service shall be deemed an eviction or a disturbance of Tenant's use and possession of the Facility Property or any part thereof, or render Landlord liable to Tenant for damages or abatement of Rent or relieve Tenant from the responsibility of performing any of Tenant's obligations under this Sublease or any other Transaction Document except as provided in this Sublease. Strikes or refusal to work by Landlord's employees that materially and adversely impact Tenant's operations at the Facility Property will be considered an interruption of service, and the Monthly Base Rent and the Monthly Building Rent payable hereunder shall be abated in an equitable amount from the date of interruption of service until such time as service is restored.

(b) Other Providers. If and to the extent that Landlord's ability to provide fuel or other services to Tenant, as required pursuant to the terms of this Sublease, are interrupted, then Tenant shall, in situations where fuel or other services are provided off the Facility Property, have the right to obtain such fuel and other services from any other sources upon such terms as may be available to Tenant without violating this Agreement. In such situations, Tenant shall notify Landlord of the above as soon as reasonably practicable after Tenant's Aviation Infrastructure Department has knowledge of the circumstances. In situations where Landlord's ability to provide fuel or services is interrupted and Tenant requires that fuel or other services be provided by third parties on the Facility Property, Tenant shall have the right to obtain such fuel or other services from any other sources upon such terms as may be available to Tenant without violating Section 5(a) of this Agreement after written notice to Landlord. In either situation, Landlord may notify Tenant in writing that such interruption is temporary and Landlord's ability to provide such fuel and other services shall be promptly restored. Upon receipt of such notice, Tenant shall continue to have the right to obtain fuel or other services from any other sources until the specific time at which Landlord actually begins providing fuel and other services as required pursuant to the terms of this Sublease. If Tenant uses others for services pursuant to this Section, Tenant shall immediately cease using such other sources once Landlord actually resumes providing fuel and other services pursuant to Landlord's notice as described above.

Section 26. Governmental Action Affecting Volume of Tenant's Operations.

If the FAA, the Airport's governing authority, or any other governmental agency with jurisdiction over the Airport takes any one or more actions specific to the Airport that, individually or in the aggregate, materially and adversely affects the volume of Tenant's aircraft operations at the Airport and such actions are the primary cause of the volume of fuel provided pursuant to this Sublease to Tenant Aircraft and Allowed Aircraft during the Lease Year in which such governmental action went into effect (or during the subsequent Lease Year) to be less than the Minimum Fuel Purchase Requirement, then Tenant shall, as soon as practicable after the end of the relevant Lease Year, provide Landlord with such written documentation and other evidence supporting Tenant's claim of the effect of such governmental action on fuel volume. If Tenant is not then in Default which is not cured within any applicable cure period provided for herein or in any other Transaction Document, then Landlord and Tenant shall negotiate in good faith to reach an agreement on the appropriate reduction of the Minimum Fuel Purchase Requirement for such relevant Lease Year, which agreed-upon reduction shall be memorialized in a written agreement between Landlord and Tenant. If Landlord and Tenant cannot reach agreement on the amount of such reduction, then they shall participate in good faith mediation (at mutual expense) in an effort to resolve such disagreement, where the mediator shall have at least five (5) years of FBO or airport management experience and shall not have had any affiliation or relationship (whether personal, financial, contractual, transactional or otherwise) with either Landlord or Tenant within the previous five (5) years.

Section 27. Assignment, Sublease or Transfer.

(a) Prohibition on Assignment and Subletting. Neither Tenant nor Tenant's legal representatives or successors in interest, by operation of Law or otherwise, shall assign, mortgage, hypothecate or otherwise encumber this Sublease or enter into a sublease or license agreement with respect to any portion of the Facility Property or permit all or any portion of the Facility Property to be used or occupied by others without the prior written consent of the Landlord, which will not be unreasonably withheld, delayed, or conditioned. The above or any other provision of this Sublease or any other Transaction Document notwithstanding, Tenant shall have the right, at any time and from time to time upon fifteen (15) days prior written notice to Landlord, but without Landlord's consent: (a) to sublet all or any part of the Facility Property to Berkshire Hathaway Inc. ("Berkshire Hathaway") or to any other related corporation or other entity which is an Affiliate of Tenant or Berkshire Hathaway; or (b) assign this Sublease to a successor corporation or other entity into which or with which Tenant is merged or consolidated or which acquires all or a substantial portion of Tenant's assets located at, or the business conducted by Tenant in and from, the Facility Property, or to a successor corporation or Affiliate of Berkshire Hathaway (each, a "Successor"); provided, that (x) the Successor is not a competitor of Landlord, (y) Master Landlord has no objection to such assignment or subletting, and (z) the Successor's usage of the Facility Property shall continue to be for lawful aviation purposes consistent with this Sublease, zoning regulations and other regulations applicable to the Facility Property. Notwithstanding anything in this Sublease or any Transaction Document to the contrary,

Tenant shall have the right to permit, at any time and from time to time and without notice to or consent of Landlord, any Affiliate of Tenant, Berkshire Hathaway, or any Successor to occupy all or any portion of the Leased Premises without any formal agreement between Tenant and such entities, provided that Master Landlord has no objection to such occupancy. Tenant shall, notwithstanding any assignment or subletting, remain liable to Landlord for the full satisfaction and performance of all of its obligations under this Sublease and each other Transaction Document; provided that Tenant shall not be liable for the full satisfaction and performance of its obligations under this Sublease and each other Transaction Document if the assignee or sublessee (including any Affiliate of Tenant, Berkshire Hathaway, or any Successor) has a tangible net worth equal to or greater than \$500,000,000 as of the date of the assignment or sublease, or a smaller amount if otherwise agreed to by Landlord, in which event Tenant shall be released from all obligations accruing from and after the date of the assignment or sublease. Any issuance or transfer of stock or limited liability company membership interests in any corporate or limited liability company tenant or subtenant or any equity interest in any non-corporate entity tenant or subtenant, by sale, exchange, merger, consolidation, operation of Law, or otherwise, or creation of new stock or interests, by which an aggregate of more than fifty percent (50%) of Tenant's stock, limited liability company membership interests or other equity interests shall be vested in one or more parties who are not stockholders or interest holders as of the date of this Sublease, however accomplished, and whether in a single transaction or in a series of related transactions, shall be deemed an assignment of this Sublease. This subsection shall not apply to sales of stock by persons other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934, as amended, which sales are effected through any recognized securities exchange. Any modification or amendment to any sublease of any portion of the Facility Property shall be deemed a further sublease of this Sublease.

(b) Request for Consent. If Tenant requests Landlord's consent to a specific assignment or sublease (a "Transfer"), then Tenant shall submit in writing to Landlord, not later than thirty (30) days prior to the anticipated effective date of such Transfer, (i) the name and address of the proposed assignee or subtenant (the "Proposed Transferee"), (ii) a copy of the proposed agreement effecting the Transfer, (iii) reasonably detailed information as to the nature and character of the business of the Proposed Transferee, as to the nature and character of its proposed use of the Facility Property or portion thereof to be sublet, and otherwise responsive to the criteria set forth in Section 27(d), and (iv) banking, financial, or other credit information relating to the Proposed Transferee reasonably sufficient to enable Landlord to reasonably determine the financial responsibility, creditworthiness, and character of the Proposed Transferee.

(c) Landlord's Options. Landlord shall have the following options to be exercised within fifteen (15) business days from Landlord's receipt of Tenant's request for Landlord's consent to a specific Transfer:

- (1) If Tenant proposes to assign this Sublease or sublet all or substantially all of the Facility Property, then Landlord shall have the option to

terminate this Sublease, effective as of the proposed effective date of the Transfer; or

(2) If any proposed sublease shall be for less than all or substantially all of the Facility Property or if it shall be for less than the balance of the Term, then Landlord shall have the option to terminate this Sublease only as to such portion of the Facility Property and such portion of the Term covered by the proposed sublease, effective as of the proposed effective date of the sublease. If Landlord exercises this option, then all rent for the Facility Property shall be equitably apportioned as of the effective date of the sublease.

(d) Landlord's Consent. If Landlord does not elect one (1) of the two (2) options provided in Section 27(c) above, then Landlord shall not unreasonably withhold, condition or delay its consent to the proposed Transfer. Landlord shall be deemed to have been reasonable in withholding its consent to any proposed Transfer unless all of the following conditions have been established to Landlord's reasonable satisfaction:

(1) The Proposed Transferee has sufficient financial wherewithal to discharge its obligations under this Sublease and the proposed agreement of assignment or the sublease, as the case may be, as determined by Landlord's criteria for selecting tenants, and has a net worth, experience, and reputation which is not less than the greater of (A) the net worth, experience, and reputation which Tenant had on the Rent Commencement Date, or (B) the net worth, experience, and reputation of Tenant immediately prior to the request for Landlord's consent to the proposed Transfer.

(2) The proposed Transfer shall not, in Landlord's reasonable judgment, cause physical harm to the Facility Property (ordinary wear and tear excepted) or harm to the reputation of the Facility Property which would result in an impairment of Landlord's reputation or of Landlord's ability to sublease space in the Facility Property or a diminution in the rental value of space in the Facility Property.

(3) The proposed use of the Facility Property by the Proposed Transferee will be a use permitted under this Sublease and the Master Lease and will not violate any restrictive covenants or exclusive use provisions applicable to Landlord or otherwise violate the Master Lease.

(4) The proposed use of the Facility Property by the Proposed Transferee will not (A) require alterations or additions to the Facility Property at Landlord's cost or expense (not including any expenses for which the Proposed Transferee agrees to advance funds to Landlord prior to the start of any such alterations or additions), (B) cause the Facility Property to fail to comply with any Laws, (C) have a material adverse effect on the cost of insurance maintained by Landlord with respect to the Facility Property and Landlord's services thereon (not including any increases which the Proposed Transferee agrees to pay), or (D) materially increase Landlord's environmental risks.

(5) Any then-existing mortgagee of the Facility Property or the Master Lease whose consent is required and the Master Landlord (if required) will each consent to the proposed Transfer.

(6) There shall be no Default by Tenant, beyond any applicable grace or cure period, under any of the terms, covenants, and conditions of this Sublease or any other Transaction Document at the time that Landlord's consent to any such Transfer is requested.

Tenant acknowledges that the foregoing is not intended to be an exclusive list of the reasons for which Landlord may reasonably withhold its consent to a proposed Transfer. Tenant expressly, knowingly, and voluntarily waives any right, claim, or remedy otherwise available to Tenant for money damages (nor shall Tenant claim any money damages by way of set-off, counterclaim, or defense) based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed its consent or approval to any proposed Transfer pursuant to this Sublease. Tenant's sole remedy in such an event shall be to institute an action or proceeding seeking specific performance, injunctive relief, or declaratory judgment.

(e) Overages. If Tenant effects any Transfer, then Tenant thereafter shall pay to Landlord a sum equal to all of: (i) the rent, or any other consideration paid to Tenant by any transferee (plus sales tax) which is in excess of the rent then being paid by Tenant to Landlord under this Sublease for the portion of the Facility Property so assigned or sublet (on a pro-rated, square footage basis), and (ii) any other profit or gain on this Sublease (after deducting any necessary expenses incurred) realized by Tenant from the Transfer, including with respect to any markup or charges imposed by Tenant on the transferee for the provision of aviation fuel by Landlord to such transferee. The net rent, or other consideration paid to Tenant, shall be calculated by deducting from the gross rent, or other consideration, reasonable and customary real estate brokerage commissions actually paid by Tenant to third parties, tenant improvement allowances, rent concessions, the actual cost of improvements to the Facility Property made by Tenant for the transferee, and other direct out-of-pocket costs actually incurred by Tenant in connection with the Transfer (so long as the costs are reasonable and are commonly incurred by landlords in leasing similar space). All sums payable by Tenant pursuant to this subsection shall be payable to Landlord as Rent immediately upon receipt by Tenant and shall include all sales tax to be paid by Tenant.

(f) No Release. Notwithstanding Landlord's consent to any Transfer, Tenant shall remain liable to Landlord for the prompt and continuing payment of all forms of Rent (including, without limitation, the payment of the Fuel Guarantee Payment), all Non-Rent Obligations and all other amounts payable under this Sublease and/or any other Transaction Document, and the performance of all other covenants of this Sublease and/or any other Transaction Document, unless specifically provided for in Landlord's written consent to the subject Transfer, in Landlord's sole and absolute discretion. Consent by Landlord to a Transfer shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any further Transfers. If Landlord consents to a Transfer, then in no event shall any permitted transferee assign

or encumber this Sublease or its sublease, or further sublet all or any portion of its sublet space, or otherwise suffer or permit the sublet space or any part thereof to be used or occupied by others, without Landlord's express prior written consent in each instance. If this Sublease is nevertheless assigned, or the Facility Property is sublet or occupied by anyone other than Tenant, then Landlord may accept Rent from such assignee, subtenant, or occupant and apply the net amount thereof to the Rent reserved in this Sublease, but no such assignment, subletting, occupancy, or acceptance of Rent shall be deemed a waiver of the requirement for Landlord's express prior written consent set forth in this Section or constitute a novation or otherwise release Tenant from its obligations under this Sublease.

Section 28. Notices.

Each notice, request, demand, consent, approval and other communication to be provided in connection with this Sublease (each, a "Notice") shall be in writing and shall be deemed to have been given when personally delivered, or upon receipt when mailed by certified or registered mail, return receipt requested, or when delivered by a reputable national overnight courier or delivery service (for overnight or next business day or two (2) business day delivery) with a signed delivery receipt, with all charges prepaid. Each Notice shall, unless another address is specified by Notice in accordance herewith, be sent to the parties at their respective addresses set forth below:

If to Landlord:

Signature Flight Support Corporation
1500 Perimeter Road
West Palm Beach, Florida 33406

Telephone: (561) 478-8700
Telecopier: (561) 233-8556
Attn.: General Manager

With a Copy to:

Signature Flight Support Corporation
201 S. Orange Ave. Suite 1100S
Orlando, Florida 32801
Telephone: (407) 648-7231
Telecopier: (407) 648-7352
Attn.: General Counsel

If to Tenant:

NetJets Aviation, Inc.
4111 Bridgeway Avenue
Columbus, Ohio 43219
Telephone: (614) 239-4855
Telecopier: (614) 239-2945
Attn.: VP, Fuel & FBO Relations

With copies to:

General Counsel, at same address

VP Facilities and Security, at same address

Section 29. FAA Requirements.

(a) No Discrimination. Tenant acknowledges that the FAA 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.

(b) Right of Flight in Airspace. 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 Facility Property, 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.

(c) Height Restrictions. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Facility Property encompassed by this Sublease to such a height so as to comply with Federal Aviation Regulations, Part 77. Landlord represents and warrants to Tenant that such regulations shall not adversely affect Landlord's ability to complete the Landlord's Improvements.

(d) No Interference with Airport Operations. Tenant agrees, for itself and its successors and assigns, to prevent, refrain from, and not permit, allow or authorize any use of the Facility Property which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.

Section 30. Entry by Landlord.

Landlord and its authorized representatives and designees may enter the Facility Property (including, but not limited to, the Terminal Building) for the provision of the services specified in Section 5 at all reasonable times and, after reasonable prior notice to Tenant (except in the case of an emergency or urgent situation), for the purpose of inspecting the Facility Property and/or to make repairs, additions or alterations as may be necessary or advisable for the safety, improvement or preservation thereof. Landlord and its authorized representatives and designees may, after reasonable prior notice to Tenant, enter the Facility Property (including, but not limited to, the Terminal Building), during normal business hours, during the (a) twelve (12) month period prior to the expiration of the last Renewal Term, (b) twelve (12) month period prior to the end of the Initial Term or

the first or second Renewal Term if Tenant has not elected to renew the Term, (c) period commencing on the date of delivery of any notice of termination as may be permitted by this Sublease, or (d) period of continuance of any Default by Tenant, in either case to exhibit the Facility Property to brokers and prospective tenants for rental purposes.

Section 31. Intentionally Left Blank.

Section 32. Surrender of the Facility Property.

(a) Surrender; Condition. Tenant shall, on the expiration of this Sublease, or upon the earlier termination pursuant to this Sublease, surrender and deliver up the Facility Property, including the Landlord's Improvements and all of Tenant's Alterations, improvements, fixtures and accessions thereto, into the possession of Landlord, broom clean, without fraud or delay and in good working order, condition and repair, ordinary wear and tear excepted, free and clear of all liens, charges and encumbrances, and title thereto shall be vested in Landlord or Master Landlord, as the case may be.

(b) Removal of Tenant's Property. Upon any termination or expiration of this Sublease, if Tenant shall fail to remove all of its personal property and effects from the Facility Property by the effective date of such termination or expiration, then Landlord may, at its option, remove the same in any reasonable manner that Landlord shall choose, and store such personal property and 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, attorney's fees and expenses, and storage charges on such personal property and 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, upon thirty (30) days notice to Tenant, 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 Sublease from Tenant to Landlord and to the expenses incident to the removal and sale of such personal property and effects. Any excess proceeds from such sale shall be the sole and exclusive property of Tenant.

Section 33. "As Is" Condition.

Except as otherwise provided in the Transaction Documents, the Facility Property is being leased in an "As Is" condition.

Section 34. Holding Over.

If Tenant continues to occupy, or otherwise remains in possession of, the Facility Property after the effective date of the termination or expiration of this Sublease, with or without the consent of Landlord, express or implied, then such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created, and shall be construed to be, a tenancy at sufferance terminable on thirty (30) days written notice by either party to the other, and, except for the amount of monthly rent, which shall be an amount equal to one hundred fifty percent (150%) of the sum of the amount of the Monthly Base Rent and the Monthly Building Rent last due immediately prior to the date

of termination or expiration, shall be otherwise subject to all of the other terms, covenants and conditions of this Sublease and the Memorandum 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. No abandonment of or offer of surrender of the Facility Property prior to the effective date of termination or expiration, by delivery to Landlord or its agent of keys to the Facility Property or otherwise, shall constitute a surrender or otherwise be binding on Landlord unless expressly accepted by Landlord, in writing, specifying the effective date of the surrender of the Facility Property. No receipt of money by Landlord from Tenant after the date of expiration (or sooner termination) of this Sublease shall reinstate, continue or extend the Term, unless Tenant has timely exercised any applicable Renewal Option or Landlord specifically agrees to same in a writing signed by Landlord at or about the time such payment is made by Tenant.

Section 35. Taxes and Assessments.

(a) Real Property Taxes. During and in respect of the Term, Tenant shall reimburse Landlord for any real property taxes or assessments payable by Landlord separately levied upon or reasonably attributable to (i) the land underlying the Facility Property, (ii) the Terminal Building and/or any improvements thereto, (iii) the Parking Lot and/or any improvements thereto, and/or (iv) the Aircraft Ramp and/or any improvements thereto, and Landlord may elect, for this purpose, to seek a separate assessment of the value of the Terminal Building, the Parking Lot, and/or the Aircraft Ramp. Tenant shall reimburse Landlord, by electronic funds transfer, for such taxes and assessments within fifteen (15) calendar days of receipt by Tenant of a written notice delivered by Landlord to Tenant making specific reference to this Section of this Sublease, accompanied by a true and complete copy of the official tax bill for the taxes and assessments for which Landlord is seeking reimbursement, and any calculation by Landlord or Master Landlord of Landlord's obligation in respect thereof, together with evidence that such taxes and assessments have actually been paid by Landlord to the taxing authority or reimbursed by Landlord to Master Landlord. If Landlord ever becomes entitled to a refund of any taxes which Tenant has reimbursed to Landlord, then Tenant shall be entitled to receive a *pro rata* portion of such refund as it relates to such reimbursed amount. For any portion of any Lease Year which begins after the first day of the fiscal year of the taxing authority, the real property taxes and assessments shall be further pro rated (i.e., in addition to the *pro rata* share) in proportion that the number of calendar days from the beginning of the Lease Year to the end of the fiscal year bears to the number of calendar days in the full fiscal year. For any Lease Year which ends before the last day of the fiscal year of the taxing authority, the real property taxes and assessments shall be further pro rated (i.e., in addition to the *pro rata* share) in proportion that the number of calendar days from the beginning of the fiscal year to the end of the Lease Year bears to the number of calendar days in the full fiscal year.

(b) Personal Property Taxes. By the due date, Tenant shall pay any taxes or assessments separately levied or assessed upon Tenant's and its customers' equipment, furniture, fixtures and other personal property located in or about the Facility Property. If the assessed value of the Facility Property (separately or as part of a larger

parcel of real property) is increased by the inclusion therein of a value placed upon Tenant's or its customers' equipment, furniture, fixtures or other personal property, then Tenant shall pay Landlord, upon written demand, the taxes or assessments so levied against Landlord, or the proportion thereof resulting from said increase in the assessed value.

(c) Other Fees, Taxes and Assessments. In addition, Landlord reserves the right to charge Tenant, as additional Rent but without additional markup, Tenant's proportionate share of such other fees, taxes (including, without limitation, all real and personal property taxes assessed against the Facility Property, any improvements thereon, and any contents therein or thereon), and/or other assessments or expenses that may be levied against or with respect to the Facility Property in the future by Master Landlord (whether or not by or through its Department of Airports) or any federal, state, or local government or agency bureau, department or regulatory body, or such other body having such jurisdiction and authority.

(d) Appeal. Landlord will, within ten (10) days of receiving notification thereof, send to Tenant a notice of any imposition of or increases in assessments, fees, taxes, or expenses described in this Section. If Landlord fails to file a contest of the amount of validity of any such fees, taxes or assessments within thirty (30) days after Tenant's written request to Landlord to do so, Tenant may appeal to the appropriate governmental authority at its cost and expense the assessment of any taxes, fees, or assessments that Tenant is obligated to pay pursuant to this Section. Landlord shall cooperate with Tenant in Tenant's prosecution of such appeal, provided that same is done at no cost or expense to Landlord (provided, however, that Landlord will execute and deliver, or cause the Master Landlord to execute and deliver, to Tenant whatever documents Tenant may deem necessary or proper to permit Tenant to contest any such taxes, fees or assessments or which may be necessary to secure payment of any refund which may result from any proceedings). In the event Tenant is not successful in its appeal, then Tenant shall forthwith pay all taxes then assessed plus any interest or penalties levied by the authorities thereon. Notwithstanding the foregoing, in the event that it is required by the Master Lease or as a condition to the prosecution of such appeal that the taxes be paid to the governmental authorities as a condition to proceeding with any such appeal, the Tenant shall comply with such requirement.

Section 36. Purchase of Fuel Requirements.

Tenant acknowledges that except as otherwise provided in the Transaction Documents (including but not limited to Section 5(a) of this Sublease), each and every Tenant Aircraft operating at the Facility Property or such additional property while at the Airport is required to purchase all of its fuel requirements from Landlord.

Section 37. Exculpation.

No Landlord Party which is a natural person shall be personally liable for the covenants, undertakings or agreements of Landlord contained herein. Any liability therefor or for the negligence or willful misconduct of any Indemnified Landlord Party

which is a natural person shall be collectible only out of Landlord's interest in the Facility Property and improvements thereon, the rents and income therefrom, and any condemnation or insurance proceeds attributable thereto. No Tenant Party which is a natural person shall be personally liable for the covenants, undertakings or agreements of Tenant contained herein.

Section 38. Estoppel Statement.

Each party shall from time to time, within fifteen (15) business days after request by the other party, execute and deliver to the requesting party a written statement certifying (a) that this Sublease and the Memorandum are unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments or modifications), (b) the dates to which the Monthly Base Rent and the Monthly Building Rent (if applicable) and other recurring or periodic charges have been paid, (c) whether or not, to the actual knowledge of the responding party, the requesting party is in default (and, if so, the default shall be specified), (d) whether or not, to the actual knowledge of the responding party, the responding party has any claims or demands against the requesting party (and, if so, the claim and/or demand shall be specified), and (e) such other factual information reasonably requested by the requesting party.

Section 39. OFAC Compliance.

(a) Representation and Warranties. Tenant represents and warrants to Landlord that (i) Tenant and each person or entity directly or indirectly owning an interest in Tenant is (A) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "OFAC List"), and (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States Law, regulation, or Executive Order of the President of the United States (including, without limitation, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) (collectively, a "Prohibited Person"), (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by, any Embargoed Person, (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by Law or that the Sublease is in violation of Law, and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times during the Term. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. Law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by Law or Tenant is in violation of Law.

(b) Compliance. Tenant covenants and agrees (i) to comply with all requirements of Law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (ii) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this subsection or the preceding subsection are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (iii) not to use funds from any Prohibited Person to make any payment due to Landlord under this Sublease, and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

(c) Event of Default. Tenant hereby acknowledges and agrees that Tenant's inclusion on the OFAC List or otherwise being a Prohibited Person at any time during the Term shall be a Default under this Sublease. Notwithstanding anything herein to the contrary, Tenant shall not knowingly permit the Facility Property or any portion thereof to be used or occupied by any person or entity on the OFAC List or by any Embargoed Person or Prohibited Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Facility Property by any such person or entity shall be a Default under this Sublease, provided that Tenant has actual knowledge of such use or occupancy.

Section 40. Miscellaneous.

(a) Complete Sublease and Modification. Neither Landlord nor Tenant nor any of their agents have made any statement, promises or agreements verbally or in writing which conflict with the terms of any Transaction Document. Any and all representations by either of the parties or their agents made during the negotiations before the execution of this Sublease and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that the Transaction Documents, the Master Lease, and all exhibits, schedules and attachments hereto or thereto, contain the entire agreement between the parties, and no rights are to be conferred upon either party until each of the Transaction Documents has been executed and delivered by both parties, whereupon each Transaction Document shall become effective as of the date first set forth above. Any amendment or modification of any Transaction Document or any provision thereof will be valid and effective only if it is in writing and signed by or on behalf of all the parties to such Transaction Document.

(b) Intentionally Blank.

(c) Attorneys' Fees and Costs. In connection with any litigation between Landlord and Tenant, including appellate proceedings, arising from this Sublease or any other Transaction Document, or the Facility Property or any event occurring thereon, the prevailing party (as specifically identified by the court in such proceedings) shall be entitled to recover all reasonable costs and expenses associated therewith, including, without limitation, reasonable attorneys' fees and expenses, expert witness fees and expenses, and court costs.

(d) Brokers. Landlord and Tenant each represent and warrant to the other that there is no real estate brokers, salesmen or finders involved in connection with this Sublease or any of the transactions contemplated herein. Each party shall indemnify the other against any and all Claims incurred by or brought against either of them based on the actual or alleged employment or engagement of a broker, finder, or intermediary by the other party or parties in connection with this Sublease or the transactions contemplated by this Sublease.

(e) Counterparts. This Sublease (and any other agreements executed pursuant to or in connection with it) may be executed in counterparts, in which case each executed counterpart will be deemed to be an original, and all executed counterparts, taken together, will constitute one and the same instrument. Executed copies of this Sublease may be initially delivered by telecopier or email, and each party shall subsequently deliver to the other party hard-copy originals with ink signatures in addition thereto, which requirement shall not affect the effectiveness of the delivery by telecopier or email.

(f) No Joint Venture. Landlord and Tenant are not, and shall not be considered, joint venturers or partners, and neither shall have power to bind or obligate the other.

(g) No Third Parties. Nothing in this Sublease, whether express or implied, is intended or should be construed to confer upon, or to grant to, any person other than the parties to this Sublease, any right, remedy, or claim, under or by reason of this Sublease, or any covenant, condition, or stipulation, herein.

(h) Severability. If any term, condition or provision of this Sublease is deemed to be contrary to Law, then such term, condition or provision will be deemed separable from the remaining terms, conditions and provisions in this Sublease and will not affect the validity, interpretation, or effect of the other terms, conditions or provisions of either this Sublease or any agreement executed pursuant to it or the application of that term, condition or provision to other circumstances that are not contrary to Law.

(i) Exhibits and Headings. Each exhibit and schedule referred to in this Sublease, attached to it, or delivered pursuant to it is an integral part of it and is incorporated by reference into it. The titles and headings preceding the text of the Sections of this Sublease have been inserted solely for convenience of reference and neither constitutes a part of this Sublease nor affects its meaning, interpretation, or effect.

(j) WAIVER OF JURY TRIAL. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS SUBLEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE FACILITY PROPERTY, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY PROCEEDINGS OR ACTION FOR NONPAYMENT OF

RENT, OR FOR A DEFAULT IN THE PERFORMANCE BY TENANT OF ANY OF ITS OTHER OBLIGATIONS UNDER THIS SUBLEASE, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

(k) Choice of Law; Jurisdiction; Venue. The validity, interpretation, construction, and enforcement of this Sublease are controlled by the laws of the State of Florida. With respect to any legal proceeding relating to this Sublease, to any instrument or agreement executed pursuant to it, to the Facility Property, or to any event or occurrence taking place on or with respect to the Facility Property, each of the parties consents to the personal jurisdiction of any state or federal court in Florida that has jurisdiction of the subject matter of such legal proceeding. In addition, each party consents and agrees that the exclusive, proper, and convenient venue for any such legal proceeding is Palm Beach County, Florida, in the case of federal trial court proceedings, and each party waives any defense, whether asserted by motion or pleading, that Palm Beach County, Florida, or the Southern District of Florida, as the case may be, is an improper or inconvenient venue.

(l) Waiver. The waiver by Landlord or Tenant of any breach of any term, condition, provision or covenant contained herein shall be in writing and shall not be deemed or construed as a waiver of such term, condition, provision or covenant, or of any subsequent breach of the same or any other term, condition, provision or covenant contained herein.

(m) Survival. Notwithstanding any termination or expiration of this Sublease, or anything else to the contrary contained in this Sublease or in any other Transaction Document, all of the obligations, duties and covenants of the parties hereto (including, without limitation, those set forth in Section 4 (Rent), Section 19 (Indemnification) and Section 23 (Hazardous Materials)) arising prior thereto, and all of the rights and remedies available to the parties hereto, shall each survive such termination or expiration of this Sublease.

(n) Binding Effect. This Sublease and each other Transaction Document shall be binding upon and inure to the benefit of the parties hereto and to their successors and permitted assigns.

(o) Time is of the Essence. Time is of the essence with respect to the performance by Tenant of all of its obligations hereunder.

(p) * Further Assurances. The parties hereto shall take such further actions and execute such further instruments as may be reasonable and appropriate in order to effectuate the purposes of this Sublease and each other Transaction Document.

Section 41. Tenant's Right to Terminate.

(a) Landlord shall have ninety (90) days from the effective date of this Sublease to obtain an agreement with Donald Trump requiring Donald Trump to revise, modify, or dismiss the litigation filed by him in the United States Court of Appeals for the Eleventh Circuit against the Federal Aviation Administration, Case No. 10-15543-E such that the Facility Property and Northwest Parcel are no longer included in the law suit. If within ninety (90) days of the effective date of this Sublease, Landlord is unable to obtain such an agreement with Donald Trump, Tenant shall have the right, in Tenant's sole discretion, to terminate all of the Transaction Documents. If Landlord is successful in consummating such agreement with Donald Trump, Landlord shall provide notice to Tenant of same within such ninety (90) day period. Landlord shall also seek to have Donald Trump permit Tenant to receive a copy of the agreement and to have Tenant expressly referenced as a third-party beneficiary of the agreement. The failure by Landlord to obtain an agreement with Donald Trump to allow Tenant to receive a copy of the agreement or to name Tenant as a third party beneficiary shall not give the Tenant any right to terminate the Transaction Documents. If Tenant is permitted to review the agreement between Landlord and Donald Trump, Tenant agrees that it will execute a standard form Non-Disclosure Agreement if so required by Donald Trump before Tenant can review the agreement. In addition to the foregoing, and during such ninety (90) day period, Landlord will also attempt to have Donald Trump agree in writing not to file any Claims or lawsuits against Tenant or the Facility Property in the future, and not seek an injunction or other form of equitable relief that would hinder in any manner the construction of the Landlord's Improvements at or on the Facility Property; provided, however, that Landlord's Failure to obtain such an agreement shall not give the Tenant the right to terminate the Transaction Documents.

(b) Should the Third Amendment to Lease Agreement for Fixed Base Operation (the "Third Amendment") between Landlord and Palm Beach County not receive approval from the Board of County Commissioners and be fully executed in its present form by all of the applicable parties to the Third Amendment within ninety (90) days of the effective date of this Sublease, Tenant shall have the right, in its sole discretion, to terminate all of the Transaction Documents.

(c) Notwithstanding Sections 41(a) and 41(b), Tenant may grant Landlord additional time, as determined by Tenant in Tenant's sole discretion, to obtain an agreement with Donald Trump or obtain a fully executed Third Amendment and Tenant shall not be obligated to terminate the Transaction Documents after such ninety (90) day time period; provided, however, and notwithstanding the foregoing, that if Landlord is still unable to either obtain an agreement with Donald Trump or obtain a fully executed Third Amendment within one hundred and eighty (180) days of the effective date of this Sublease then either Party shall have the right to terminate all of the Transaction Documents.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Sublease on the dates set forth below their respective signatures, effective as of the date first set forth above.

**Executed in the presence of
two (2) witnesses for Landlord:**

1. S. Cruz
Signature

Sally Cruz
Printed Name

2. [Signature]
Signature

Joseph I. Gonsky
Printed Name

**Executed in the presence of
two (2) witnesses for Tenant:**

1. _____
Signature

Printed Name

2. _____
Signature

Printed Name

Landlord:

**SIGNATURE FLIGHT SUPPORT
CORPORATION**

By: S. Michael Scheeringa
Name: S. Michael Scheeringa
Title: President
Date: 3.16.11

(Seal)

Tenant:

NETJETS AVIATION, INC.

By: _____
Name: _____
Title: _____
Date: _____

(Seal)

IN WITNESS WHEREOF, the parties have executed this Sublease on the dates set forth below their respective signatures, effective as of the date first set forth above.

**Executed in the presence of
two (2) witnesses for Landlord:**

1. _____
Signature

Printed Name

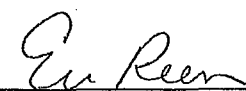
2. _____
Signature

Printed Name

**Executed in the presence of
two (2) witnesses for Tenant:**

1. 
Signature

Sarah Northcraft
Printed Name

2. 
Signature

Eric Reeves
Printed Name

Landlord:

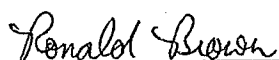
**SIGNATURE FLIGHT SUPPORT
CORPORATION**

By: _____
Name: S. Michael Scheeringa
Title: President
Date: _____

(Seal)

Tenant:

NETJETS AVIATION, INC.

By: 
Name: Ronald Brower
Title: Corporate Secretary
Date: 3/16/2011

(Seal)

EXHIBIT A
to the
Sublease Agreement
(dated as of March 16, 2011)

Landlord's Property

(Survey to be attached)

EXHIBIT B
to the
Sublease Agreement
(dated as of March 16, 2011)

Facility Property

(see attached)



EXHIBIT C
to the
Sublease Agreement
(dated as of March 16, 2011)

FBO Standards

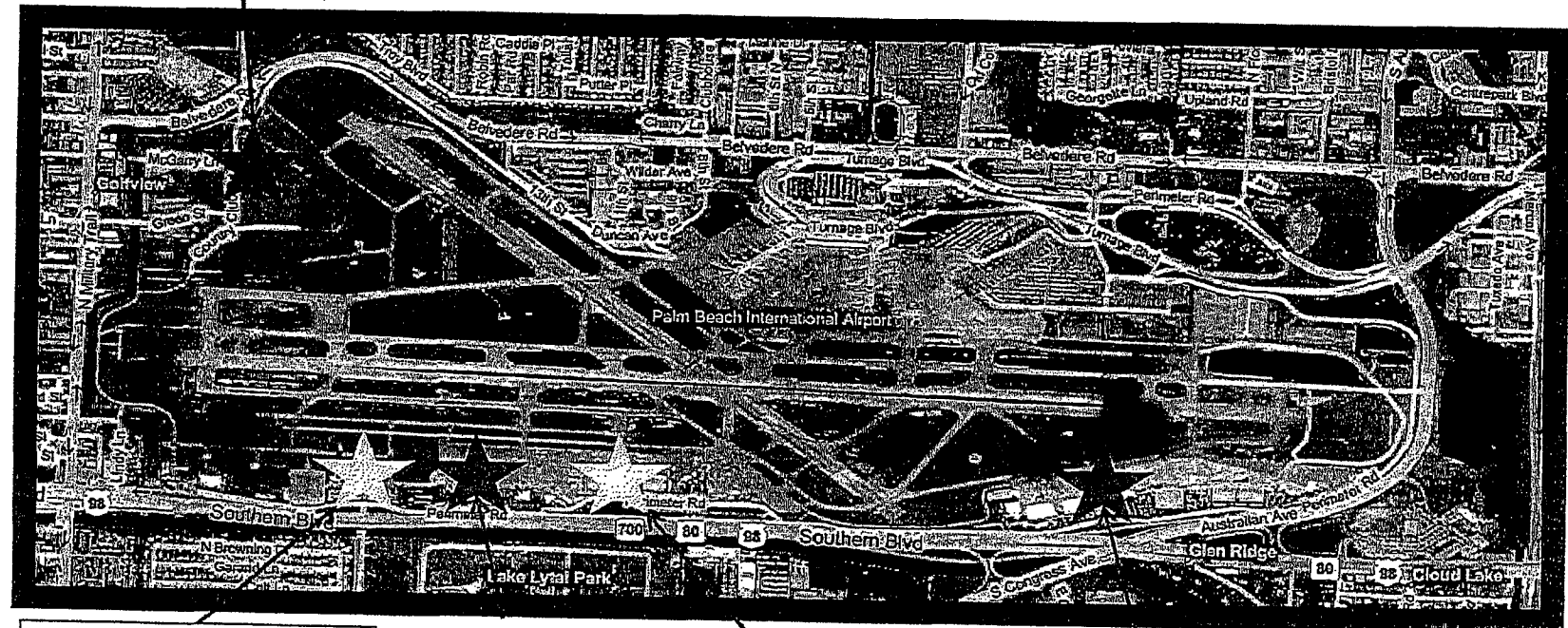
(see attached)

EXHIBIT D
to the
Sublease Agreement
(dated as of March 16, 2011)

Overflow Parking Area

Palm Beach

Signature
NetJets Proposed Site



Galaxy
NetJets Proposed Site

Signature

OVERFLOW
PARKING
AREA

Galaxy

Signature

Signature
FLIGHT SUPPORT
BBA Aviation