

## AGENDA ITEM SUMMARY

**Submitted By: Department of Airports**

**Attachments:** Seventeen (17) Standard Agreements for the Department of Airports

Date \_\_\_\_\_

Date \_\_\_\_\_

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>- 0 -</u> * 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 Florida Airmotive, Inc., 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 Sumner

## III. REVIEW COMMENTS

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

[Signature]  
OFMB                      VA  
12/29/11                      12/28/11

[Signature] 11/4/12  
Contract Dev. and Control  
1-4-12 B. Wheeler

### B. Legal Sufficiency:

Anne Delgent 11/5/12  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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**Motion and Title:**

**M.** Consent to Sublease for Jet Aviation Associates, Ltd. and **Flight Safety International, Inc.**, commencing 5/1/2011. **(AH)**

**N.** Consent to Sublease for Jet Aviation Associates, Ltd. and **Grussair, LLC**, commencing 6/1/2011. **(AH)**

**O.** Consent to Sublease for Jet Aviation Associates, Ltd. and **JETEX, LLC**, commencing 9/13/2011. **(AH)**

**P.** Consent to Sublease for Jet Aviation Associates, Ltd. and **N25ORG, LLC**, commencing 6/7/2011. **(AH)**

**Q.** Consent to Sublease for Jet Aviation Associates, Ltd. and **North American Realty Services LLLP**, commencing 8/1/2011. **(AH)**

## CONSENT TO SUBLEASE

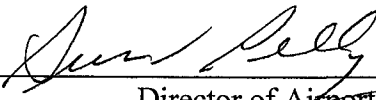
**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Galaxy Aviation of Palm Beach, Inc. (the "LESSEE"), dated October 18, 2000 (R-2000-1067), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated September 2, 2011, and commencing on September 1, 2011, (the "Sublease") with Dassault Falcon Jet – Wilmington Corp., (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.

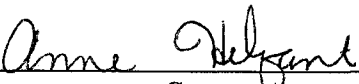
It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

OCT 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



**COMMUNITY HANGAR AND OFFICE LEASE AGREEMENT**

THIS LEASE is made on the 2 day of September 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").

**1. GENERAL INFORMATION**

**1.01 Tenant's Full Legal Name and Mailing Address**

DASSAULT FALCON JET – WILMINGTON CORP.  
191 North Dupont Highway  
New Castle, Delaware 19720

Mailing Address for All Notices:  
Dassault Falcon Jet – Wilmington Corp  
Attn, Kevin Malutinok Vice President General Manager  
PO Box 10367  
Wilmington, DE 19850-0367

With copy of All Notices To:  
Dassault Falcon jet – Wilmington Corp  
Attn. Peter Rothwell General Counsel  
Box 2000  
South Hackensack, NJ 07606

Tenant represents and warrants to Landlord that it is a corporation duly organized and in good standing under the laws of the State of Delaware and qualified to do business in the State of Florida.

**1.02 Type(s) of Aircraft (Make/Model/Registration No.).**

Tenant may store in the Hangar Premises (as such term is defined in Section 1.03 below) such aircraft as are suitable in size to occupy the Hangar Premises, and which are the direct and current subjects of bona fide maintenance agreements with Tenant. Aircraft that are not the current or direct subjects of bona fide maintenance agreements with Tenant shall not be

permitted by Tenant to occupy the Hangar Premises. Tenant acknowledges that the Hangar Premises are not to be used by Tenant for the purposes of storing third party aircraft for profit or otherwise, unless such storage is directly related to Tenant's business of maintaining such aircraft. (Such permitted aircraft, the "Aircraft").

1.03 **Premises.** The Premises shall consist of the following:

(a) A dedicated portion in the southwest corner of Landlord's Hangar H (the "Hangar") located at 3800 Southern Boulevard, West Palm Beach, Florida 33406 at the Palm Beach County International Airport (the "Airport") in the City of West Palm Beach, Florida, which shall consist of (i) space reasonably suitable to store one aircraft of the size of a Falcon 7X and (ii) a chain link storage cage (7' x 15') to be constructed by Landlord within such space (such portion of the Hangar, the "Hangar Premises"). Additional aircraft storage space in Landlord's hangars at the Airport may be made available to Tenant from time to time at Landlord's discretion and upon Tenant's written request at a rate charged to Tenant equal to Landlord's then current nightly storage rates (the "Additional Storage Space"). While such Additional Storage Space is being made available to Tenant with the agreement of Landlord, such Additional Storage Space shall be subject to all of the terms and conditions of this Lease that are otherwise applicable to the Hangar Premises, unless otherwise specifically set forth herein.

(b) Office suites 1 and 2 in the Hangar (the "Office Premises") (the Office Premises and the Hangar Premises collectively, the "Premises"). The Office Premises shall be delivered to Tenant for occupancy on the Office Rent Commencement Date (as such term is defined in Section 1.05 below) in an open office format, complete with painted wall finish, drop ceiling and lighting fixtures, air conditioning and floor coverings.

1.04 **Initial Term.** The term of this Agreement shall commence on September 1, 2011, and shall end on August 31, 2013 (the "Initial Term").

1.05 **Rent During Initial Term.** Payment of rent for the Hangar Premises shall commence upon the earlier of (a) the issuance of the 145 repair station certificate to Tenant for the Hangar Premises and (b) January 1, 2012 (the "Hangar Rent Commencement Date"). Payment of rent for the Office Premises (the "Office Rent Commencement Date") shall commence on the first day of the Initial Term. Rent is to be paid to Landlord on a monthly basis in advance in accordance with a separate, unrecorded Memorandum of Lease to be executed simultaneously herewith and which is incorporated herein by reference (the "Memorandum of Lease" or the "Memorandum"). Tenant shall pay rent for any Additional Storage Space within five (10 days after receipt of Landlord's invoice setting forth the amount due for such Additional Storage Space.

A late charge of five percent (5.0%) of rent shall be assessed on all rent not received by the fifth (5<sup>th</sup>) day after such rent is due. If funds are insufficient for any payments made by check, note or similar instrument, then such payment shall be subject to a \$35.00 reprocessing fee. All sums of money required to be paid by Tenant to Landlord under this Lease shall bear interest at the highest annual rate permitted by law. **ALL LATE CHARGES AND OTHER SUMS DUE HEREUNDER AND UNDER THE MEMORANDUM OF LEASE SHALL BE**

**DEEMED ADDITIONAL RENT.** Landlord may require Tenant to pay rent by a bank issued cashier's check at its discretion.

1.06 **Security Deposit.** The security deposit shall be in the amount set forth in the Memorandum of Lease (the "Security Deposit").

1.07 **Renewal Terms.** So long as Tenant is not in Default (as defined in Section 19.01), this Lease shall be renewed, subject to the execution by Landlord and Tenant of a mutually acceptable amendment at the end of the Initial Term for a one (1) year term and thereafter this Lease may continue to be renewed by a mutually acceptable amendment to be executed by Landlord and Tenant for subsequent renewal terms of one (1) year each (such initial renewal term and each such subsequent renewal term, a "Renewal Term"), unless this Lease is otherwise terminated in accordance with Section 40 of this Lease. Rent during the Renewal Term shall be in the amount set forth in the Memorandum of Lease, except that, if there is no amount set forth in the Memorandum of Lease, at the then prevailing rate charged by Landlord for similar premises, as determined by Landlord.

1.08 **Expenses.** Utilities and other expenses shall be paid for as provided in Section 17.

1.09 **Permitted Uses.** Tenant shall occupy and use the Hangar Premises and the Office Premises solely for Tenant's aircraft maintenance and aviation parts business.

2. **LEASE.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises. Tenant has inspected the Office Premises and has determined the Office Premises to be satisfactory and consistent with description of the Office Premises set forth in Section 1.03 above. The parties to this Lease recognize and agree that the approval of this Lease by the Prime Lessor (as such term is defined in Section 25.01) is conditioned on the representations by the Landlord that this Lease, including the Memorandum of Lease, is subordinate to the Prime Lease (as such term is defined in Section 25.01) between the Prime Lessor and the Landlord and that this Lease is consistent with, and not in conflict with, any of the terms of the Prime Lease. This Lease is subject to the Prime Lessor's approval. In the event the Prime Lessor does not approve this Lease, this Lease shall immediately and automatically terminate, notwithstanding Landlord and/or Tenant's execution of this Lease. If Tenant has taken occupancy of the Premises, Tenant shall be required to immediately vacate and surrender the Premises, as otherwise required pursuant to the terms of this Lease upon any other termination of this Lease.

3. **TERM.** All of the terms of this Agreement shall apply during the Initial Term and each Renewal Term (collectively, the "Term").

4. **RENT CHARGES.** The rent to Landlord is to be paid by Tenant in accordance with this Lease and the Memorandum of Lease without deductions or off sets of any kind. All amounts due under this Lease and the Memorandum of Lease, including, but not limited to the rent due to Landlord pursuant to Section 1.5 of this Lease, shall be considered rent.

5. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord the Security Deposit, which shall be held by Landlord without interest as security for the full and faithful performance by Tenant of its obligations hereunder. The Security Deposit may be co-mingled with other monies of Landlord. In the event of Default (as such term is defined in Section 19), 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. Unless the Landlord agrees in writing, the Security Deposit shall not be applied by Tenant toward the last month's rent. If any monies are withdrawn from the Security Deposit by Landlord during the Term of this Lease, Tenant shall immediately upon demand deposit with Landlord sufficient monies so that the Security Deposit is restored to its original amount.

6. **INSURANCE.**

6.01 **Insurance Coverage Requirements.** During the Term of this Lease Tenant shall keep in force at its expense the following policies: (a) Workers' Compensation Insurance per statutory coverage, as prescribed by the State where the Premises is located; (b) Employer's Liability Insurance to a limit of \$1,000,000; (c) Hangar Keeper's Liability Insurance of not less than \$5,000,000 per Aircraft and \$10,000,000 per occurrence; (d) All-Risk Property Insurance coverage commensurate with the value of Tenant's property located on the Premises; (e) Comprehensive General Liability Insurance with a combined single limit of not less than \$5,000,000 insuring Tenant's liability against bodily injury to persons, guests, including passengers, or damage to property; (f) Automobile Liability Insurance, to a minimum limit of \$1,000,000 per occurrence for all Tenant's owned, non-owned and for-hire vehicles.. If Tenant's activities in conjunction with the use of the Premises require vehicle and/or support equipment access to the Airport's aircraft operations area, then Tenant shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than \$5,000,000. Such determination shall be made by Landlord. Landlord and Prime Lessor (as defined in Section 25.01) shall be named as an additional insured on all such insurance, excepting only the Worker's Compensation policy, and such insurance shall provide that same may not be canceled or the coverage reduced without at least thirty (30) days prior 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. All of Tenant's insurance policies shall contain waivers of subrogation against Prime Lessor and Landlord and their respective agents, directors, owners, officers and employees.

To the extent that the minimum standards imposed upon aircraft maintenance operators require insurance coverage that is in addition to or greater than coverage required pursuant to this Lease, the requirements imposed by such minimum standards shall supersede the requirements of this Lease and Tenant shall be required pursuant to Section 22 of this Lease to comply with such minimum standards.

6.02 **Primary Insurance.** Consistent with the indemnification provisions of this Lease, Tenant's insurance policies shall respond on a primary basis with any insurance carried by Landlord to be construed as secondary or excess insurance.

7. Intentionally omitted.

8. **DISCLAIMER OF LIABILITY.** LANDLORD HEREBY DISCLAIMS ANY AND ALL CLAIMS (AS DEFINED IN SECTION 9), WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR INVITEES, OR ITS INVITEES' INVITEES (EACH OF THE FOREGOING, INCLUDING TENANT, A "TENANT PARTY"), DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO AIRCRAFT OR OTHER PROPERTY OF ANY TENANT PARTY THAT MAY BE LOCATED OR STORED IN THE HANGAR, UNLESS, AND ONLY TO THE EXTENT THAT, SUCH LOSS, DAMAGE OR INJURY TO AIRCRAFT, OR OTHER PROPERTY OF ANY TENANT PARTY THAT MAY BE LOCATED OR STORED IN THE HANGAR, IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD. 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 THE PREMISES AND/OR OTHER SERVICES PROVIDED UNDER THIS LEASE. IN THE EVENT OF A BREACH OR DEFAULT BY LANDLORD OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE, TENANT SHALL LOOK SOLELY TO THE EQUITY OF LANDLORD IN LANDLORD'S LEASEHOLD INTEREST IN THE PREMISES FOR THE SATISFACTION OF TENANT'S REMEDIES. NO OTHER PROPERTY OR ASSETS OF ANY LANDLORD PARTY SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S REMEDIES UNDER OR WITH RESPECT TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

9. **INDEMNITY.**

9.01 **Obligation to Indemnify.** Tenant agrees to release, indemnify, and hold Landlord and each of its officers, directors, owners, agents and employees (each of the foregoing, including Landlord, a "Landlord Party") harmless from and against any and all liabilities, damages, business interruptions, delays, losses, injuries, claims, expenses, costs and judgments of any kind whatsoever, including, without limitation, all costs, reasonable attorneys' fees and expenses and other expenses incidental thereto (each of the foregoing, a "Claim"), which may be suffered by, or charged to, any Landlord Party arising from: (a) Tenant's or a Tenant's Party's use of the Premises; (b) 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; (c) or by reason of any breach, violation or non-performance by Tenant or a Tenant Party of any covenant, warranty, representation or condition of this Lease or by any act or failure to act of those persons.

9.02. **Storm Procedures/Act of God.** It is the express sole obligation and responsibility of Tenant to provide for its and each of the Tenant Party's safety, security and

evacuation and the safety, security and removal of its and their property, including the Aircraft, during any approaching storm or other weather event. Tenant agrees to comply with and abide by any provisions, plans or procedures for storm or other weather event preparedness required by Landlord, to be necessary for the safety and security of the Aircraft, the Airport, the Hangar 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 provisions, plans or procedures, if any, and further grants Landlord the authority to move the Aircraft and other property of Tenant's within any property under Landlord's control at the Airport, as Landlord deems necessary, provided that the granting of such authority does not impose upon Landlord the obligation to do so. Landlord shall not be liable for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by any Act of God, fire, flood, weather, accident, strike, labor dispute, riot insurrection, war or any other cause beyond Landlord's control, including, without limitation, any precautionary methods taken or not taken by Landlord as a result thereof.

9.03. **Vendor/Invitee or Invitees' Invitees Indemnification.** Tenant, on behalf of itself and each Tenant Party hereby releases each Landlord Party from any Claim that any Tenant Party now has or may in the future have as a result of, or in connection with, any accident, injury or damage that shall happen in or about the Premises to any Tenant Party, except to the extent that such accident, injury or damage was caused by, or arises from, the gross negligence or willful misconduct of such Landlord Party. If any Tenant Party contests this release and pursues a Claim against any Landlord Party that should otherwise be released pursuant to this Section, then Tenant shall indemnify such Landlord Party for such Claim.

9.04 **Third Party Claim.** In the event that a third party makes a Claim alleging facts that, if true, would require Tenant to indemnify under this Section, then Tenant shall indemnify against all damages incurred in connection with defending that Claim, including (without limitation) amounts paid in settlement, even though the Claim is successfully defended in whole or in part and even though the Claim is settled prior to a final determination as to the truth of such allegations; provided, however, that Landlord may not settle a Claim that would result in a Claim for indemnification by Tenant hereunder without Tenant's prior written consent.

9.05 **Notice to Landlord.** No liability shall be imposed upon Landlord, as a result of any breach by Landlord of the terms or conditions of this Lease, unless and until Landlord has been given written notice of such breach and Landlord has failed to cure such breach within thirty (30) days after such notice, provided that if such breach is of the type that cannot be reasonably cured within such thirty (30) day period, Landlord shall not be in breach of this Lease so long as Landlord is diligently and continuously proceeding towards curing the same.

10. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign, transfer or convey any interest in this Lease or let or sublet the whole or any part of the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

11. **CONDEMNATION.** The parties agree that should the entire Premises be taken or condemned by any competent authority for any public or quasi-public use or purpose during the term of this Lease, then this Lease shall terminate as of the date when possession is required for public use, unless Landlord, at its option, provides equal suitable space which shall be

substituted for the Premises. In the event of a partial condemnation which renders the remainder of the Premises usable for the use stated herein in the sole discretion of Landlord, the rent shall be pro-rata diminished according to the square footage of Premises so taken. All such calculations shall be performed by Landlord. 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 so as to make the Premises unusable for the purpose for which the Premises were intended, then Tenant shall promptly notify Landlord of such casualty. Landlord shall repair and restore the buildings and improvements (exclusive of improvements installed by Tenant) so damaged or destroyed as nearly as possible to their condition prior to such casualty, limited, however, to the amount of insurance proceeds actually received by Landlord. In the meantime, if the Premises should be rendered totally unusable due to such casualty, then there shall 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 shall be no abatement of rent. The length of the abatement period shall be added to the Term of the Lease. In the event Landlord does not make the Premises useable within ninety (90) days after Landlord receives the insurance proceeds in connection with the casualty, or in any event within one hundred eighty (180) days after the date of the casualty, then Tenant may terminate this Lease by written notice to Landlord within the next ten (10) days, but shall have no other remedies. In the event the damage is partial, and the remaining Premises are usable for the use stated herein in the sole discretion of Landlord, the rent shall be pro-rated diminished according to the square footage of Premises so damaged or destroyed. 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 broom - clean condition, reasonable wear and tear excepted. 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 one and one half the rent installments (prorated on a monthly basis) in effect during the lease year immediately preceding the expiration of the Term of this Lease, and otherwise subject to all of the other terms, covenants and conditions of this Lease insofar as the same may be applicable to a tenancy at sufferance, without prejudice to any remedy which Landlord may have against Tenant for holding over unlawfully; provided, however, that if Tenant holds-over with the express prior written consent of Landlord, then the rent installments shall not be increased as hereinabove provided.

#### 14. ALTERATIONS.

14.01 Alterations, Additions and Improvements. Tenant shall not make any alterations, additions or improvements to the exterior or interior of the Premises or to any other property of Landlord without Landlord's express prior written consent, or erect or install any additional improvements, signs or equipment without Landlord's express prior written consent, which may be withheld for any reason. It is expressly understood that no signs are to be installed anywhere on the Premises without Landlord's written prior and explicit consent. Unless Landlord otherwise elects in writing, any alterations, additions or improvements approved by Landlord shall be removed by Tenant upon the earlier of any expiration or termination of the Term, and Tenant at its expense shall restore the Premises to the condition that the Premises were in prior to such alterations, additions or improvements prior to the earlier of the expiration or termination of the Term.

14.02 Liens. If any mechanic's, materialmen's or construction lien is recorded against the Premises or against Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, then Tenant shall, within thirty (30) days after the recording thereof, cause such lien to be discharged or bonded off of record. In any event, neither Prime Lessor's nor Landlord's interest in the Premises shall be subject to any lien arising out of any work, labor, services or materials supplied or claimed to have been supplied to or for Tenant. Tenant shall never, under any circumstances, have the power to subject the interest of Landlord or Prime Lessor in the Premises to any mechanics', construction or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering Tenant to encumber or cause Landlord to encumber the title or interest of Landlord in the Premises. Any lien filed against the Premises in violation of this Section shall be null and void and of no force or effect.

#### 15. MAINTENANCE; PARKING AND PETS.

15.01 Obligation to Maintain. Landlord shall maintain the exterior structural components of the Hangar and interior structural components, including but not limited to plumbing, wiring, walls, windows etc. Landlord acknowledges that during the Term of this Agreement it shall bear full responsibility for the proper operation of the Premises' sprinkler system(s) and maintain full responsibility for any and all sprinkler malfunctions that may occur within the Premises during the Term or extended Term of this Agreement, and Landlord shall provide Tenant with a Certificate of Insurance showing proof of liability insurance regarding this exposure. Notwithstanding the above, Landlord shall have no responsibility or liability for any damage or injury caused by any disrepair of the exterior or interior components of the Hangar or for any malfunction of the Premises' sprinkler system, if such disrepair or malfunction was caused by a Tenant Party's negligence or misuse. Landlord shall have no other obligation with respect to maintenance of the Premises. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted by Tenant to accumulate within or about the Hangar. Tenant shall be in Default (as such term is defined in Section 19.01 of this Lease), if Tenant or any Tenant Party causes damage to Landlord's property.

15.02 Disposition of Oil, Gas and Harmful Substances. Neither Tenant nor any Tenant Party shall dump oil, gas or any harmful substance anywhere on Landlord's property or



leasehold other than in appropriate disposal containers. In connection therewith, in the event any asphalt is damaged due to such dumping or leaking of any gasoline or oil or other harmful substance, then Tenant shall immediately repair same at Tenant's expense within five (5) days after written notice from Landlord, or, at Landlord's option, Landlord shall repair same, in which event Tenant shall reimburse Landlord for all of Landlord's costs and expenses relating to such repair within five (5) days of written demand therefore by Landlord.

15.03 **Parking of Vehicles.** Neither Tenant nor any Tenant Party shall tie-down, park or store the Aircraft outside of the Premises overnight, unless expressly authorized by Landlord. Tenant (or any of its representatives or contractors) shall not leave the Aircraft outside of the Premises unattended, unless expressly authorized by Landlord. Tenant or a Tenant Party shall not store boats, trucks, trailers or mobile homes in the Premises, the Hangar or anywhere else on Landlord's property, other than automobiles parked in Landlord's designated customer parking lot. Tenant shall have the right to use on a non-exclusive basis four (4) automobile parking spaces and on an exclusive basis four (4) covered automobile parking spaces in Landlord's designated parking lot. Tenant shall not be entitled to use any other parking spaces in Landlord's parking lots.

15.04 **Pets.** Neither Tenant nor any Tenant Party shall bring pets or other animals onto the Premises or anywhere else on Landlord's property or leasehold, except for handicap assistance animals and pets or other animals that shall be transported.

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

17. **UTILITY AND OTHER EXPENSES.** So long as Tenant is not in default, Landlord shall pay electricity, water and sewer consumed on the Premises and common area maintenance expenses, except as otherwise provided in this Lease. 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. To the extent that Landlord's electricity expenses attributable to the Hangar exceed \$22,500.00 per year, Tenant shall pay Landlord such documented excess immediately upon demand.

18. **NOTICES.** All notices to be given hereunder shall be in writing and shall be sent to the mailing address shown on the front page of this Lease, or to such other address as either

party may have furnished by prior written notice sent pursuant hereto. Any notices permitted or required to be given by the terms of this Lease shall be deemed sufficient if personally delivered or delivered by United States certified mail or by overnight delivery service, in either case with proper postage or delivery charges prepaid and the proper address affixed thereto, and such notice shall be deemed effective upon the earlier of the recipient's actual receipt or two (2) business days after the date that such notice was deposited with the United States Postal Service or an overnight delivery service in accordance with this Section.

19. **DEFAULT.**

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

- (a) Tenant shall vacate or abandon the Premises.
- (b) 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 this Lease, the Memorandum or any other agreement between Tenant and Landlord, including, without limitation, the failure to make a fuel guaranty payment, if applicable, where such failure shall continue for a period of ten (10) days after written notice of such event to Tenant.
- (c) The failure by Tenant to fully observe or perform any of the terms, conditions, covenants, or provisions set forth in this Lease, the Memorandum or any other agreement between Tenant and Landlord to be observed or performed by Tenant, other than as described in subsections 19.01(a) and (b) above, where such failure continues for a period of fifteen (15) days (or such shorter time period as may be required in order to avoid a default under the Prime Lease) after written notice of such failure to Tenant.
- (d) To the extent permitted by law, (i) the making by Tenant of any general assignment or general arrangement for the benefit of creditors, (ii) 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, (iii) 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 Premises or (iv) the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located on or at the Premises, or of Tenant's interest in this Lease, where such attachment, execution or other judicial seizure is not discharged within thirty (30) days of its implementation.

19.02 **Remedies.** In the event of a Default by Tenant, Landlord may, at any time thereafter, with or without further notice or demand, and without limiting any other right or remedy, at law or in equity, which Landlord may have under this Lease or under any law by reason of such Default, elect to exercise any one of the following remedies:

- (a) Landlord may, but shall not be obligated to, cure any Default by Tenant that can be cured by an expenditure of money, after which Landlord shall be promptly reimbursed by Tenant for any such expenditure, together with interest accruing thereon at the highest rate permitted by applicable law.

(b) Landlord may obtain injunctive and declaratory relief, temporary or permanent, or both, against Tenant or any acts, conduct or omissions of Tenant, and further to obtain specific performance of any term, covenant or condition of this Lease.

(c) Landlord may enter and take possession after providing notice of the Premises in accordance with applicable Florida law and relet the Premises at such price and upon such terms, and for such duration of time, as Landlord may determine in its sole discretion, and receive the rent and apply the same to the payment of the rent due from Tenant, and Tenant shall pay to Landlord as liquidated damages any reasonable deficiency resulting therefrom, but any excess monies shall be the sole property of Landlord.

(d) Landlord may terminate this Lease and Landlord shall resume possession of the Premises and all improvements thereon wholly discharged from this Lease. In furtherance thereof, 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, in accordance with applicable Florida law, and to the extent permitted by applicable Florida law Tenant hereby waives any and all notices and legal proceedings to recover possession of the Premises.

In addition to and not in lieu of any of the foregoing, Landlord may pursue any other remedy which may now or hereafter be available to Landlord under this Agreement or applicable law.

19.03 **Acceleration.** If Tenant is in Default, Landlord may declare the entire balance of all forms of rent due under this Lease, the Memorandum and/or any other agreement between Landlord and Tenant, including, without limitation, any and all fuel guaranty payments, if applicable, for the remainder of the Term to be immediately due and payable and may collect the then present value of such rents (calculated using a discount rate equal to the discount rate of the Miami, Florida branch of the Federal Reserve Bank in effect as of the date of the Default), including the present value of the fuel guaranty payments, if any.

19.04 **Claim for Damages.** Notwithstanding any term or provision of this Lease which may be to the contrary, Landlord shall have the right to bring an action against Tenant for any Claim, which Landlord may incur as a result of, or arising out of, the occurrence of a Default by Tenant, and Landlord reserves any and all rights which any applicable law may confer upon a landlord against a tenant in default. Tenant hereby waives any additional notice which Tenant may be entitled to under any applicable law. Tenant agrees to pay all reasonable costs of enforcement, eviction, collection, and reasonable attorneys' fees, in the event Landlord engages the services of an attorney or commences proceedings, in pre-trial, trial, appeal and/or bankruptcy, against Tenant. Landlord's remedies hereunder are cumulative and shall be in addition to all legal remedies. Failure to promptly exercise any right in this Lease shall not be deemed a waiver of said right.

19.05 **Landlord's Lien Rights.** Tenant acknowledges that Landlord is providing services under this Lease and that such services are a material component of the consideration received by Tenant for the rent to be paid by Tenant hereunder. As a provider of services to the Aircraft, Tenant acknowledges that in addition to the foregoing Landlord shall have all rights of a lienor under Sections 713.58 and 329.41 of the Florida Statutes for any uncollected charges of rent.

19.06 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, 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. 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 Lease.

20. HABITUAL DEFAULT. Notwithstanding the foregoing, in the event that Tenant has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by Tenant of the same type and kind, in the sole opinion of Landlord and regardless of whether Tenant has cured each such individual condition of breach or default as provided in this Lease hereinabove, Tenant shall be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Three (3) such notices to Tenant by Landlord shall require Tenant to deposit with Landlord an amount equal to twice the amount of the Security Deposit deposited by Tenant pursuant to Section 5 upon initiation of this Lease and negate any renewal options offered to Tenant pursuant to Section 1.07, at the sole discretion of Landlord.

21. USE.

21.01 Rules and Regulations. The Premises shall be used and occupied by Tenant solely for the purposes set forth in Section 1.09 above and for no other purposes whatsoever. Without limiting the foregoing, Tenant 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.

21.02 No Disturbance. Tenant shall not and shall not permit its employees, contractors, guests and invitees to conduct themselves in such a way so as to disturb or interfere with the business operations of Landlord or its other tenants or the use or occupancy by such tenants of their respective leased premises. Without limiting the foregoing, Tenant shall not and shall not permit its employees, contractors, guests and invitees to leave their supplies or equipment outside of the immediate vicinity of the Hangar Premises or any Additional Storage Space and in no event within the hangar premises of another tenant.

21.03 Services Provided: Landlord shall 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 express prior written permission from Landlord. In addition, Landlord may remove the Aircraft from the Premises or move the Aircraft within the Hangar when necessary to do so for purposes

of Landlord's operations or maintenance or repair of the Hangar. In such instances, the Aircraft shall be replaced within the Premises, as Landlord's operations shall reasonably permit. Landlord shall have no liability for the normal wear and tear on the Aircraft associated with such movement of the Aircraft to and from the ramp or about the Hangar.

22. **COMPLIANCE WITH GOVERNMENTAL AND AIRPORT REGULATIONS.** Tenant shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments, bureaus, agencies or other authorities exercising jurisdiction over the Premises, including FAA regulations and the minimum standards, rules and regulations applicable to users and occupants of the Airport, and shall comply with all rules and regulations promulgated by Landlord of which Tenant is notified; including, without limitation, rules, plans and procedures established for the safety and security of aircraft, hangars, crew and passengers in the event of an approaching storm, whether or not such storm is forecast to or actually reaches hurricane status. Tenant acknowledges that pursuant to the terms of the Prime Lease, Prime Lessor reserves the right to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from or operating within the Airport.

23. **SAFE USE OF PREMISES.** Tenant agrees to make no unlawful, offensive or noxious use of the leased Premises. In addition, no explosives, firearms, volatile or flammable chemicals, or any other property which would materially increase the hazard of fire shall be stored on the leased Premises. In addition, Tenant shall not perform any external aircraft fuel transferring, torch cutting, torch soldiering or doping within the Premises pursuant to applicable NFPA guidelines other than as contemplated pursuant to Section 37 of this Lease. Painting is strictly prohibited.

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

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

25.01 **Prime Lease.** It is acknowledged that this Lease is a sublease, and that Landlord has leased certain property (the "Prime Lease"), which includes the Premises, from the governmental authority ("Prime Lessor") which owns the Airport in which the Premises are located. This Lease shall be subordinate to the Prime Lease and any amendments thereto. Tenant shall be bound by the terms and conditions of the Prime Lease, and shall not do anything which shall result in a default by Landlord under the Prime Lease, and shall comply with all applicable provisions of the Prime Lease, and this Lease shall be subject to the approval of the Prime Lessor. Tenant shall promptly reimburse Landlord for any expense of Landlord incurred in connection with the review of and the submission to Prime Lessor of any request of Tenant for

the consent of Landlord and/or Prime Lessor to any transaction, action or event relating to or affecting this Lease, the Premises or Tenant's operation on the Airport. Tenant shall not communicate directly with Prime Lessor with respect to any matter concerning this Lease or the Premises. Any such communication shall be directed to Landlord.

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

25.03 Attornment. Tenant agrees that in the event of a sale, transfer or assignment of Landlord's interest in the Premises, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord encumbering the Premises, to attorn to and to recognize such transferee, purchaser or mortgagee as the landlord under this Lease.

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

27. RIGHT OF ENTRY. After providing reasonable notice, Landlord shall have the right to enter the Premises at any time in order to examine same, to make repairs, additions or alterations, as may be necessary or advisable for the safety, improvement or preservation thereof, and to exhibit the Premises for rental purposes, provided that no notice shall be required in the event immediate entry by Landlord or a Landlord Party is required to prevent damage or injury.

28. TAXES.

28.01 Real Estate Taxes. Tenant shall be responsible for all real estate taxes solely on the Premises, if any, and for assessments and special assessments charged by any governmental authority against the Premises (as to the land and/or the improvements contained thereon from time to time) during the Term, if any. In the event any taxes are required to be paid by applicable law in lieu of real estate taxes, then Tenant shall be responsible for paying same to Landlord in the same manner as provided herein as to real estate taxes. Such real estate taxes and assessments shall be due and payable by Tenant to Landlord within ten (10) days after written demand by Landlord, which demand shall include a copy of the then current real estate tax bill or assessment. The amount of taxes payable by Tenant shall be prorated as to the first and last years of this Lease based upon the number of days during the respective calendar years in which this Lease is in effect. To the extent that this Lease terminates or expires prior to the time that the tax bill has been issued for that applicable calendar year, the parties shall prorate the taxes as of the expiration or termination date based upon the prior year's tax bill, which shall be subject to re-proration upon receipt of the actual tax bill for such year. In the event taxes are imposed upon property of which the Premises is only a part, Landlord shall pro-rate such taxes so that Tenant's percentage share of

such taxes is a reasonable representation of the Premises expressed as a percentage of the entire property being taxed.

28.02 **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.

28.03. **Sales Tax.** Tenant shall pay to Landlord, simultaneously with each payment, all applicable state and/or local sales, use or excise taxes.

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 together with the Memorandum of Lease represents the entire agreement between the parties, and supersedes any other statements, conditions, representations or commitments with respect to the subject matter hereof.

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

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

33. **MODIFICATION.** No modification of this Lease shall 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 shall be given to both parties.

34. **FAA REQUIREMENTS.** Tenant is aware that the Federal Aviation Administration regulates the use of airports. Tenant, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color or natural origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. Landlord is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct in enforcing this non-discrimination covenant. Tenant understands and agrees that the governmental authority owning the Airport has reserved unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from, or operation of the Airport. Tenant expressly agrees for itself, 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 **Compliance with All Laws.** Tenant agrees that it shall 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 shall (a) give written notice to Landlord at least seven (7) days in advance of any production, generation, handling, storage, treatment, transportation, disposal, release or removal of Hazardous Waste (as defined in Section 35.02 below) from or on the Premises; (b) not use or employ the Premises or any portion of the land to handle, transport, store, treat or dispose of any Hazardous Waste, whether or not it was generated or produced on the Premises, except those materials used by Tenant in the ordinary course of the routine light cleaning and/or preventive maintenance of the Aircraft by Tenant pursuant to Part 43 of FAA Regulations, Appendix "A," and in accordance with the Aircraft manufacturer's maintenance checks, which materials shall not exceed twenty-five (25) gallons in the aggregate and which shall be handled, stored and disposed of in compliance with all federal, state and local laws pertaining thereto; and (c) defend, indemnify and hold Landlord harmless from and against any and all Claims of any kind whatsoever, including, but not limited to, attorneys' fees and costs at all tribunal levels, which Landlord may suffer, incur or pay resulting from or arising out of any act or omission of Tenant, or Tenant's agents or invitees, or any other person on the Premises under color of authority of Tenant, effecting the handling, storage, treatment, transportation, disposal, release or threat of release, or removal of Hazardous Waste from or on the Premises or any portion of the land. Prior to Tenant producing, storing, and/or generating any Hazardous Waste from or on the Premises, Tenant shall obtain (and provide Landlord with customary evidence that it has obtained) environmental liability insurance naming Landlord and any mortgagee as additional insureds. Such insurance shall be issued by a company with minimum limits of coverage satisfactory to Landlord.

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

35.03 **Disposal of Oil.** 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 **Pre-Existing Conditions.** Tenant shall have no liability for any Hazardous Waste, which Tenant can evidence already existed in the Premises or the real estate in which the Premises are located prior to the commencement of the Term. Landlord warrants and represents



that it knows of no Hazardous Waste in the Premises or the real estate in which the Premises are located as of the date of commencement of the Term.

36. **EXCLUSIVE FUELING RIGHTS.** Landlord has the exclusive fueling rights for the Premises. Tenant agrees to purchase all of its aviation fuel and other related services for the Aircraft from Landlord and from no other source, while operating at the Airport. Under no conditions can any fuel truck(s) or fueling operations other than Landlord's be invited or permitted on the Premises or on Landlord's leasehold at the Airport.

37. **DE-FUELING SERVICES.** Landlord has the exclusive de-fueling rights for the Premises. Requests by Tenant for de-fueling services will be handled on a first come first served basis and Landlord shall use its best efforts to accommodate those requests in a timely fashion. Tenant's requests for de-fueling services must be made with not less than two (2) hours prior notification to Landlord. Tenant shall provide its own personnel to oversee any de-fueling operations. Landlord shall retain sole control and possession of all fuel removed from any aircraft and shall be responsible for its disposal or re-testing and certification. The fee for de-fueling shall be \$.75 for each gallon removed. The minimum amount charged for such services will be based on a minimum of two hundred (200) gallons.

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

39. **LITIGATION VENUE/APPLICABLE LAW.** This Lease shall be governed by, and construed, interpreted and enforced only in accordance with, the laws of the State of Florida. The parties agree that sole and exclusive venue for purposes of any litigation arising out of or related to this Lease shall be only in Palm Beach County, Florida. EACH OF TENANT AND LANDLORD HEREBY VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY.

40. **RIGHTS OF TERMINATION.**

40.01 **Landlord's Right to Terminate.** Landlord shall have the right to terminate this Lease as follows:

- (a) Upon a Default by Tenant pursuant to Section 19.
- (b) By written notice to Tenant in the event of termination for any cause of the Prime Lease.
- (c) Without cause at any time during the Term by giving Tenant sixty (60) days' prior written notice.

40.02 **Tenant's Right to Terminate.** Tenant shall have the right to terminate this Lease as follows:

(a) By giving sixty (60) days' prior written notice to Landlord not later than thirty (30) days after the giving by Landlord to Tenant of any notice of an increase in Landlord's rates pursuant to Section 1.07.

(b) Without cause at the end of the Initial Term or any Renewal Term by giving Landlord sixty (60) days' written notice prior to the expiration of the then current term.

40.03 **Removal of Personal Property.** If Tenant shall fail to remove all of its effects from said Premises upon the termination of this Agreement for any cause herein provided, then Landlord may, at its option, remove the same in any reasonable manner that Landlord shall choose, and store said effects without liability to Tenant for loss or damage thereof, and Tenant agrees to pay Landlord on demand any and all expenses incurred in such removal, including (but not limited to) court costs and attorney's fees and expenses, and storage charges on such effects for any length of time the same shall be in Landlord's possession as determined by a Court of competent jurisdiction, or Landlord may, at its option, without notice, sell said effects, or any of the same, at private sale and without legal process, for such price as Landlord may obtain and apply the proceeds of such sale to any amount due under this Agreement from Tenant to Landlord and to the expenses incident to the removal and sale of said effects. Any excess proceeds from such sale shall be held by Landlord in trust for Tenant for a period of six (6) months, after which, if unclaimed by Tenant, any such excess funds, and any interest thereon, shall become the sole and exclusive property of Landlord.

41. **SURVIVAL.** The obligations of Tenant, as well as the indemnities of Tenant in this Lease, shall survive the expiration or earlier termination of this Lease, anything contained in this Lease to the contrary notwithstanding.

42. **NO BROKER.** Tenant warrants and represents that it has not used the services of any broker, realtor or other agent in connection with this Lease. Tenant shall indemnify and hold Landlord harmless against any claim of any broker, realtor or other agent claiming to represent Tenant.


(SIGNATURE PAGE FOLLOWS)


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

**WITNESSES:**

  
(Name) Richard Beal

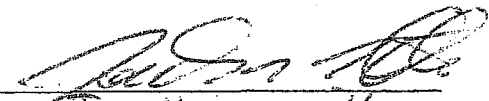
  
(Name) Fiona Duddy

  
(Name) Richard Beal

  
(Name) Lauren Costa


**LANDLORD:**

**GALAXY AVIATION OF PALM BEACH, INC.**

By:   
Name: Jonathan Miller  
Title: EVP

**TENANT:**

**DASSAULT FALCON JET- WILMINGTON CORP.**

By:   
Name: Kevin Malutinok  
Title: Vice President General Manager

## CONSENT TO SUBLEASE

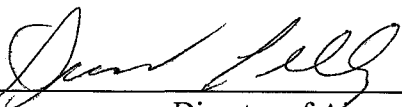
**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Galaxy Aviation of Palm Beach, Inc. (the "LESSEE"), dated October 18, 2000 (R-2000-1067), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated October 29, 2011, and commencing on November 1, 2011, (the "Sublease") with Executive Air Services, LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

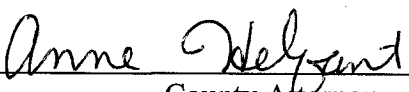
It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

DEC 09 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 LEASE AGREEMENT

THIS LEASE is made on the 29 day of October 2011, (this "Lease" or this "Agreement") by and between **GALAXY AVIATION OF PALM BEACH, INC.** whose address is 3800 Southern Boulevard, West Palm Beach, Florida 33406 ("Landlord") and the below named Tenant ("Tenant").

### 1. GENERAL INFORMATION.

#### 1.01 Tenant's Full Legal Name and Mailing Address.

Executive Air Services, LLC  
14900 N.W. 42<sup>nd</sup> Avenue, Suite 108  
Opa-Locka, Florida 33054

Tenant, if other than a natural person, represents and warrants to Landlord that it is a limited liability company duly organized and in good standing under the laws of the State of Florida.

#### 1.02 Intentionally omitted.

1.03 Premises. That portion of office space in Landlord's terminal at Palm Beach International Airport ("Airport") in Palm Beach County, Florida more particularly described as Suite 111 ("Premises").

1.04 Initial Term. The term of this Agreement shall commence on November 1, 2011 and automatically renew on the first day of each month thereafter on a month to month basis subject to and in accordance with the terms of this Lease (the "Initial Term").

1.05 Rent During Initial Term. The monthly rent to Landlord is to be paid by Tenant in accordance with a separate, unrecorded Memorandum of Lease to be executed simultaneously herewith and which is incorporated herein by reference in the form attached hereto (the "Memorandum of Lease"). A late charge of five percent (5.0%) of rent shall be assessed on all rent not received by the fifth (5<sup>th</sup>) of each month. If funds are insufficient for any payments made by check, note or similar instrument, then such payment shall be subject to a \$35.00 reprocessing fee. All sums of money required to be paid by Tenant to Landlord under this Lease shall bear interest at the highest annual rate permitted by law from the date such sums were initially due until the date same is paid in full. All late charges and other sums due hereunder and under the Memorandum of Lease shall be deemed additional rent due hereunder. Landlord may require Tenant to pay rent by a bank issued cashier's check at its discretion.

1.06 Security Deposit. The security deposit shall be in the amount set forth in the Memorandum of Lease (the "Security Deposit").

1.07 **Renewal Terms.** So long as Tenant is not in Default (as such term is defined in Section 19.01), this Lease shall automatically be renewed at the end of each calendar month for another one (1) month term (such initial renewal term and each such subsequent renewal term, a "**Renewal Term**"), unless this Lease is otherwise terminated in accordance with Section 40 of this Lease. Rent during each Renewal Term shall be in the amount set forth in the Memorandum of Lease, except that, if there is no amount set forth in the Memorandum of Lease, at the then prevailing rate charged by Landlord for similar premises, as determined by Landlord.

1.08 **Expenses.** Utility and other expenses shall be paid for as provided in Section 17.

1.09 **Permitted Uses.** Tenant shall use the Premises in accordance with the terms of this Lease for office purposes solely in connection with its business as an aircraft management company, subject to and in accordance with the Airport's Minimum Standards (as such term is defined in Section 22 below).

2. **LEASE.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in Section 1.03 in an "AS IS/WHERE IS" condition. By Tenant's execution of this Agreement, Tenant is waiving any and all claims arising from any condition of the Premises. This Lease may be subject to the approval of the Prime Lessor (as such term is defined in Section 25.01). If such approval is not received, Tenant shall be notified accordingly and this Lease shall terminate and become automatically become null and void and of no further force or effect, notwithstanding Landlord's execution of this Lease or Tenant's occupancy of the Premises, and any monies advanced by Tenant for rent or the Security Deposit shall be promptly returned.

3. **TERM.** The term of this Agreement shall be as set forth in Sections 1.04 and 1.07 (the Initial Term and the Renewal Term sometimes hereinafter referred to as the "**Term**").

4. **RENT CHARGES.** The monthly rent to Landlord is to be paid by Tenant in accordance with this Lease and the Memorandum of Lease without deductions or off sets of any kind. All amounts due under this Lease and the Memorandum of Lease, including, but not limited to, the monthly rent due to Landlord pursuant to Section 1.05 of this Lease shall be considered rent.

5. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord the Security Deposit, which shall be held by Landlord as security for the full and faithful performance by Tenant of its obligations hereunder. The Security Deposit shall be non-interest bearing and may be co-mingled with other monies of Landlord. In the event of Default, 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 Deposit shall not be applied by Tenant toward the last month's rent. If any monies are withdrawn from the Security Deposit by Landlord during the Term pursuant to the terms of this Agreement, Tenant shall immediately upon demand deposit with Landlord sufficient monies so that the Security Deposit is restored to its original amount.

6. **INSURANCE.**

6.01 **Insurance Coverage Requirements.** During the Term Tenant shall keep in force at its expense the following policies: (a) Workers' Compensation Insurance, per statutory coverage, as prescribed by the State where the Premises is located; (b) Employer's Liability Insurance to a limit of \$1,000,000; (c) All-Risk Property Insurance coverage commensurate with the value of Tenant's property located on the Premises; (d) Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000, or such other amount as may be required by Landlord in its discretion based upon the activities of Tenant, insuring Tenant's liability against bodily injury to persons, guests, including passengers, or damage to property; and (e) Automobile Liability Insurance, to a minimum limit of \$1,000,000 per occurrence for all Tenant's owned, non-owned and for-hire vehicles, including without limitation any golf carts or other similar vehicles used by Tenant in or about the Premises. If Tenant's activities in conjunction with the use of the Premises require vehicle and/or support equipment access to the Airport's aircraft operations area, then Tenant shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than \$5,000,000. Such determination shall be made by Landlord. To the extent that Tenant maintains any aircraft at the facilities in which the Premises are located, Tenant shall also keep in force and at its expense Aircraft Liability Insurance with a combined single limit of not less than \$5,000,000 and All Risk Hull Insurance on such aircraft in an amount of the full replacement cost of such aircraft. Landlord and Prime Lessor (as defined in Section 25.01) shall be named as an additional insured on all such insurance, excepting only the Worker's Compensation policy, and such insurance shall provide that same may not be canceled or the coverage reduced without at least thirty (30) days prior 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. All of Tenant's insurance policies shall contain waivers of subrogation against Prime Lessor and Landlord and their respective agents, directors, owners, officers and employees.

To the extent that the Minimum Standards require insurance coverage that is in addition to or greater than coverage required pursuant to this Lease, the requirements imposed by the Minimum Standards shall supersede the requirements of this Lease and Tenant shall be required to comply with the Minimum Standards.

Tenant's failure to comply with the terms of this Section shall be reason for an immediate termination of this Lease by Landlord upon written notice and without any opportunity to cure, whether or not Tenant has taken occupancy of the Premises.

6.02 **Primary Insurance.** Consistent with the indemnification provisions of this Lease, Tenant's insurance policies shall respond on a primary basis with any insurance carried by Landlord to be construed as secondary or excess insurance.

7. **TENANT'S LIABILITY NOT LIMITED.** Notwithstanding the provisions of Section 6 above, for purposes of this Lease, Tenant acknowledges that its potential liability is not limited to the amount of liability insurance coverage it maintains or to the limits required herein.

8. **DISCLAIMER OF LIABILITY.** Landlord hereby disclaims any and all claims (as defined in section 9), whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Tenant or any of its officers, directors, employees, agents or invitees, or its invitees' invitees (each of the foregoing, including tenant, a "Tenant Party"), during the Term, including but not limited to, loss, damage or injury to any property of any Tenant Party that may be located or stored in the Premises, unless, and only to the extent that, such loss, damage or injury to such property of any Tenant Party that may be located or stored in the Premises is adjudicated to have been caused by the gross negligence or willful misconduct of Landlord. 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 the Premises. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in Landlord's leasehold interest in the Premises for the satisfaction of Tenant's remedies. No other property or assets of any Landlord Party (as such term is defined in Section 9.01 below) 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.**

9.01 **Obligation to Indemnify.** Tenant agrees to release, indemnify, and hold Landlord and each of its officers, directors, owners, agents and employees (each of the foregoing, including Landlord, a "Landlord Party") harmless from and against any and all liabilities, damages, business interruptions, delays, losses, injuries, claims, expenses, costs and judgments of any kind whatsoever, including, without limitation, all costs, attorneys' fees and expenses and other expenses incidental thereto (each of the foregoing, a "Claim"), which may be suffered by, or charged to, any Landlord Party arising from: (a) Tenant's or a Tenant's Party's use of the Premises; (b) 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; (c) or by reason of any breach, violation or non-performance by Tenant or a Tenant Party of any covenant, warranty, representation or condition of this Lease or by any act or failure to act of those persons.

9.02 **Storm Procedures/Act of God.** It is the express sole obligation and responsibility of Tenant to provide for its and the Tenant Party's safety, security and evacuation and the safety, security and removal of its and their property, including the Aircraft, during any approaching storm or other weather event. Tenant agrees to comply with and abide by any provisions, plans or procedures for storm or hurricane preparedness required by Landlord, in Landlord's sole discretion, to be necessary for the safety and security of the Aircraft, the Airport, the Hangar 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 provisions, plans or procedures, if any, and further grants Landlord the authority to move the Aircraft and other property of Tenant within any property under Landlord's control at the Airport, as Landlord deems necessary, provided that the granting of such authority does not impose upon Landlord the obligation to do



so. Landlord shall not be liable for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by any Act of God, fire, flood, weather, accident, strike, labor dispute, riot insurrection, war or any other cause beyond Landlord's control, including, without limitation, any precautionary methods taken or not taken by Landlord as a result thereof.

9.03 **Vendor/Invitee or Invitees' Invitees Indemnification.** Tenant, on behalf of itself and each Tenant Party hereby releases each Landlord Party from any Claim that any Tenant Party now has or may in the future have as a result of, or in connection with, any accident, injury or damage that shall happen in or about the Premises to any Tenant Party, except to the extent that such accident, injury or damage was caused by, or arises from, the gross negligence or willful misconduct of such Landlord Party. If any Tenant Party contests this release and pursues a Claim against any Landlord Party that should otherwise be released pursuant to this Section, then Tenant shall indemnify such Landlord Party for such Claim.

9.04 **Third Party Claim.** In the event that a third party makes a Claim alleging facts that, if true, would require Tenant to indemnify under this Section, then Tenant shall indemnify against all damages incurred in connection with defending that Claim, including (without limitation) amounts paid in settlement, even though the Claim is successfully defended in whole or in part and even though the Claim is settled prior to a final determination as to the truth of such allegations; provided, however, that Landlord may not settle a Claim that would result in a Claim for indemnification by Tenant hereunder without Tenant's prior written consent.

9.05 **Notice to Landlord.** No liability shall be imposed upon Landlord, as a result of any breach by Landlord of the terms or conditions of this Lease, unless and until Landlord has been given notice of such breach and a reasonable time to cure.

10. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign, transfer or convey any interest in this Lease or let or sublet the whole or any part of the Premises without the prior written consent of Landlord which may be withheld in Landlord's sole discretion. Any assignment or subletting pursuant to this paragraph shall be subject to the prior approval of the Prime Lessor.

11. **CONDEMNATION.** The parties agree that should the entire Premises be taken or condemned by any competent authority for any public or quasi-public use or purpose during the term of this Lease, then this Lease shall terminate as of the date when possession is required for public use, unless Landlord, at its option, provides equal suitable space which shall be substituted for the Premises. In the event of a partial condemnation which renders the remainder of the Premises usable for the use stated herein in the sole discretion of Landlord, the rent shall be pro-rata diminished according to the square footage of Premises so taken. All such calculations shall be performed by Landlord. All damages or compensation awarded or paid for any such taking shall belong to and be the property of Landlord without any participation by Tenant, whether such damages or compensation shall be awarded or paid for diminution in value of the leasehold or any interest of Landlord in the land, buildings and other improvements, or in the leasehold estate created hereby or under the Prime Lease (as defined in Section 25.01), and Tenant hereby expressly waives and relinquishes all claims to such award or compensation or any

part thereof and of the right to participate in any such condemnation or eminent domain proceedings against the owners of any interest in same.

12. **DAMAGE OR DESTRUCTION.** If the Premises should be damaged or destroyed by fire or other casualty so as to make the Premises unusable for the purpose for which the Premises were intended, then Tenant shall promptly notify Landlord of such casualty. Landlord shall repair and restore the buildings and improvements (exclusive of improvements installed by Tenant) so damaged or destroyed as nearly as possible to their condition prior to such casualty, limited, however, to the amount of insurance proceeds actually received by Landlord. In the meantime, if the Premises should be rendered totally unusable due to such casualty, then there shall 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 shall be no abatement of rent. The length of the abatement period shall be added to the Term of the Lease. In the event Landlord does not make the Premises useable within ninety (90) days after Landlord receives the insurance proceeds in connection with the casualty, or in any event within one hundred eighty (180) days after the date of the casualty, then Tenant may terminate this Lease by written notice to Landlord within the next ten (10) days, but shall have no other remedies. In the event the damage is partial, and the remaining Premises are usable for the use stated herein in the sole discretion of Landlord, the Rent shall be pro-rated diminished according to the square footage of Premises so damaged or destroyed. 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. Should Tenant remain in possession of the Premises after the expiration of the Term or earlier termination of this Lease, with or without the consent of Landlord, express or implied, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy at sufferance terminable on written notice by either party to the other, at double the rent installments (prorated on a monthly basis) in effect during the lease year immediately preceding the expiration of the Term of this Lease, and otherwise subject to all of the other terms, covenants and conditions of this Lease insofar as the same may be applicable to a tenancy at sufferance, without prejudice to any remedy which Landlord may have against Tenant for holding over unlawfully; provided, however, that if Tenant holds-over with the express prior written consent of Landlord, then the rent installments shall not be doubled as hereinabove provided.

14. **ALTERATIONS.**

14.01 **Alterations, Additions and Improvements.** Tenant shall not make any alterations, additions or improvements to the exterior or interior of the Premises or to any other property of Landlord without Landlord's express prior written consent, or erect or install any additional improvements, signs or equipment without Landlord's express prior written consent, which may be withheld for any reason. It is expressly understood that no signs are to be installed anywhere on the Premises without Landlord's written prior and explicit consent. Unless

Landlord otherwise elects in writing, any alterations, additions or improvements approved by Landlord shall be removed by Tenant upon the earlier of any expiration or termination of the Term, and Tenant at its expense shall restore the Premises to the condition that the Premises were in prior to such alterations, additions or improvements prior to the earlier of the expiration or termination of the Term.

14.02 **Liens.** If any mechanic's, materialmen's or construction lien is recorded against the Premises or against Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, then Tenant shall, within thirty (30) days after the recording thereof, cause such lien to be discharged or bonded off of record. In any event, neither Prime Lesson's nor Landlord's interest in the Premises shall be subject to any lien arising out of any work, labor, services or materials supplied or claimed to have been supplied to or for Tenant. Tenant shall never, under any circumstances, have the power to subject the interest of Landlord or Prime Lessor in the Premises to any mechanics', construction or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering Tenant to encumber or cause Landlord to encumber the title or interest of Landlord in the Premises. Any lien filed against the Premises in violation of this Section shall be null and void and of no force or effect.

15. **MAINTENANCE; PARKING AND PETS.**

15.01 **Obligation to Maintain.** Landlord shall maintain the exterior structural components within or about the Premises. Landlord shall have no other obligation with respect to maintenance. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted by Tenant to accumulate within or about the Premises. Tenant shall be in Default, if Tenant or any Tenant Party causes damage to Landlord's property.

15.02 **Disposition of Oil, Gas and Harmful Substances.** Neither Tenant nor any Tenant Party shall dump oil, gas or any harmful substance anywhere on Landlord's property or leasehold other than in appropriate disposal containers. In connection therewith, in the event any asphalt is damaged due to such dumping or leaking of any gasoline or oil or other harmful substance, then Tenant shall immediately repair same at Tenant's expense within five (5) days after written notice from Landlord, or, at Landlord's option, Landlord shall repair same, in which event Tenant shall reimburse Landlord for all of Landlord's costs and expenses relating to such repair within five (5) days of written demand therefore by Landlord.

15.03 **Parking of Vehicles.** Neither Tenant nor any Tenant Party shall store boats, trucks, trailers or mobile homes on Landlord's property or leasehold, other than automobiles parked in Landlord's designated parking lot.

15.04 **Pets.** Neither Tenant nor any Tenant Party shall bring pets or other animals onto the Premises or anywhere else on Landlord's property or leasehold, except for handicap assistance animals and pets or other animals that shall be transported.

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

17. **UTILITY AND OTHER EXPENSES.** So long as Tenant is not in Default, Landlord shall pay electricity, water and sewer consumed on the Premises and common area maintenance expenses, except as otherwise provided in this Lease. 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 to the addresses shown on the front page of this Lease, or to such other address as either party may have furnished by prior written notice sent pursuant hereto. Any notices permitted or required to be given by the terms of this Lease shall be deemed sufficient if personally delivered or delivered by United States certified mail or by overnight delivery service, in either case with proper postage or delivery charges prepaid and the proper address affixed thereto, and such notice shall be deemed effective upon the earlier of the recipient's actual receipt or two (2) business days after the date that such notice was deposited with the United States Postal Service or an overnight delivery service in accordance with this Section. In the case of notices to Tenant, any notice permitted or required to be given by the terms of this Lease shall also be deemed sufficient when delivered to or left at the Premises.

19. **DEFAULT.**

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

(a) Tenant shall vacate or abandon the Premises.

(b) 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 this Lease, the Memorandum of Lease or any other agreement between Tenant and Landlord, including, without limitation, the failure to make a fuel guaranty payment, if applicable, where such failure shall continue for a period of ten (10) days after written notice of such event to Tenant.

(c) Tenant's failure to comply with Section 6.01 of this Lease.

(d) The failure by Tenant to fully observe or perform any of the terms, conditions, covenants, or provisions set forth in this Lease, the Memorandum of Lease or any other agreement between Tenant and Landlord to be observed or performed by Tenant, other than as described in subsections 19.01(a), (b) and (c) above, where such failure continues for a period of fifteen (15) days (or such shorter time period as may be required in order to avoid a default under the Prime Lease) after written notice of such failure to Tenant.

(e) To the extent permitted by law, (i) the making by Tenant of any general assignment or general arrangement for the benefit of creditors, (ii) 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, (iii) 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 Premises or (D) the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located on or at the Premises, or of Tenant's interest in this Lease, where such attachment, execution or other judicial seizure is not discharged within thirty (30) days of its implementation.

19.02 **Remedies.** In the event of a Default by Tenant, Landlord may, at any time thereafter, with or without further notice or demand, and without limiting any other right or remedy, at law or in equity, which Landlord may have under this Lease or under any law by reason of such Default, elect to exercise any one of the following remedies:

(a) Landlord may, but shall not be obligated to, cure any Default by Tenant that can be cured by an expenditure of money, after which Landlord shall be promptly reimbursed by Tenant for any such expenditure, together with interest accruing thereon at the highest rate permitted by applicable law.

(b) Landlord may obtain injunctive and declaratory relief, temporary or permanent, or both, against Tenant or any acts, conduct or omissions of Tenant, and further to obtain specific performance of any term, covenant or condition of this Lease.

(c) Landlord may enter and take possession of the Premises in accordance with applicable Florida law and relet the Premises at such price and upon such terms, and for such duration of time, as Landlord may determine in its sole discretion, and receive the rent and apply the same to the payment of the rent due from Tenant, and Tenant shall pay to Landlord as liquidated damages any deficiency resulting therefrom, but any excess monies shall be the sole property of Landlord.

(d) Landlord may terminate this Lease and Landlord shall resume possession of the Premises and all improvements thereon wholly discharged from this Lease. In furtherance thereof, 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, in accordance with applicable Florida law, and to the extent permitted by applicable Florida law Tenant hereby waives any and all notices and legal proceedings to recover possession of the Premises.

(e) Landlord may, on a monthly basis, bring suit against Tenant for damages resulting from Tenant's failure to pay the then due monthly installment of rent or other amounts due and any other unpaid rent or other amounts due to such date.

In addition and not in lieu of the foregoing, Landlord may pursue any other remedy which may now or hereafter be available to Landlord under this Agreement or applicable law.

19.03 **Acceleration.** If Tenant is in Default, Landlord may declare the entire balance of all forms of rent due under this Lease, the Memorandum of Lease and/or any other agreement between Landlord and Tenant, including, without limitation, any and all fuel guaranty payments, if applicable, for the remainder of the Term to be immediately due and payable and may collect the then present value of such rents (calculated using a discount rate equal to the discount rate of the Miami, Florida branch of the Federal Reserve Bank in effect as of the date of the Default), including the present value of the fuel guaranty payments, if any.

19.04 **Claim for Damages.** Notwithstanding any term or provision of this Lease which may be to the contrary, Landlord shall have the right to bring an action against Tenant for any Claim, which Landlord may incur as a result of, or arising out of, the occurrence of a Default by Tenant, and Landlord reserves any and all rights which any applicable law may confer upon a landlord against a tenant in default. Tenant hereby waives any additional notice which Tenant may be entitled to under any applicable law. Tenant agrees to pay all costs of enforcement, eviction, collection, and reasonable attorneys' fees, in the event Landlord engages the services of an attorney or commences proceedings, in pre-trial, trial, appeal and/or bankruptcy, against Tenant. Landlord's remedies hereunder are cumulative and shall be in addition to all legal remedies. Failure to promptly exercise any right in this Lease shall not be deemed a waiver of said right.

19.05 **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, 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. 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 Lease.

20. **HABITUAL DEFAULT.** Notwithstanding the foregoing, in the event that Tenant has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by Tenant of the same type and kind, in the sole opinion of Landlord and regardless of whether Tenant has cured each such individual condition of breach or default as provided in this Lease hereinabove, Tenant shall be determined by Landlord to be an "habitual violator." At the time that such determination

is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Three (3) such notices to Tenant by Landlord shall require Tenant to deposit with Landlord an amount equal to twice the amount of the Security Deposit deposited by Tenant pursuant to Section 5 upon initiation of this Lease and negate any renewal options offered to Tenant pursuant to Section 1.07, at the sole discretion of Landlord.

21. **USE.** The Premises shall be used and occupied by Tenant solely for the purposes set forth in Section 1.09 above and for no other purposes whatsoever. Without limiting the foregoing, Tenant agrees that Landlord may establish and amend from time to time reasonable rules and regulations regarding the use, operation and maintenance of the Premises and the complex housing same, and Tenant covenants to abide by all such rules and regulations that shall be now or hereafter in effect from time to time.

22. **COMPLIANCE WITH GOVERNMENTAL AND AIRPORT REGULATIONS.** Tenant shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments, bureaus, agencies or other authorities exercising jurisdiction over the Premises, including FAA regulations and the minimum standards, rules and regulations applicable to users and occupants of the Airport (the "Minimum Standards"), and shall comply with all rules and regulations promulgated by Landlord of which Tenant is notified; including, without limitation, rules, plans and procedures established for the safety and security of aircraft, hangars, crew and passengers in the event of an approaching storm, whether or not such storm is forecast to or actually reaches hurricane status. Tenant acknowledges that pursuant to the terms of the Prime Lease, Prime Lessor reserves the right to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from or operating within the Airport.

23. **SAFE USE OF PREMISES.** Tenant agrees to make no unlawful, offensive or noxious use of the leased Premises. In addition, no explosives, firearms, volatile or flammable chemicals, or any other property which would materially increase the hazard of fire shall be stored on the leased Premises.

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

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

25.01 **Prime Lease.** It is acknowledged that this Lease is a sublease, and that Landlord has leased certain property (the "Prime Lease"), which includes the Premises, from the

governmental authority ("Prime Lessor") which owns the Airport in which the Premises are located. This Lease shall be subordinate to the Prime Lease and any amendments thereto. Tenant shall be bound by the terms and conditions of the Prime Lease, and shall not do anything which shall result in a default by Landlord under the Prime Lease, and shall comply with all applicable provisions of the Prime Lease, and this Lease shall be subject to the approval of the Prime Lessor. Tenant shall not communicate directly with Prime Lessor with respect to any matter concerning this Lease or the Premises. Any such communication shall be directed to Landlord.

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

25.03 Attornment. Tenant agrees that in the event of a sale, transfer or assignment of Landlord's interest in the Premises, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord encumbering the Premises, to attorn to and to recognize such transferee, purchaser or mortgagee as the landlord under this Lease.

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

27. RIGHT OF ENTRY. Landlord shall have the right to enter the Premises at any time in order to examine same, to make repairs, additions or alterations, as may be necessary or advisable for the safety, improvement or preservation thereof, and to exhibit the Premises for rental purposes. Unless in case of emergency, Landlord must give Lessee 24hrs notice prior to entry. mtw 10/29/1

28. TAXES.

28.01 Real Estate Taxes. Tenant shall be responsible for all real estate taxes, if any, and for assessments and special assessments charged by any governmental authority against the Premises (as to the land and/or the improvements contained thereon from time to time) during the Term, if any. In the event any taxes are required to be paid by applicable law in lieu of real estate taxes, then Tenant shall be responsible for paying same to Landlord in the same manner as provided herein as to real estate taxes. Such real estate taxes and assessments shall be due and payable by Tenant to Landlord within ten (10) days after written demand by Landlord, which demand shall include a copy of the then current real estate tax bill or assessment. The amount of taxes payable by Tenant shall be prorated as to the first and last years of this Lease based upon the number of days during the respective calendar years in which this Lease is in effect. To the extent



that this Lease terminates or expires prior to the time that the tax bill has been issued for that applicable calendar year, the parties shall prorate the taxes as of the expiration or termination date based upon the prior year's tax bill, which shall be subject to re-proration upon receipt of the actual tax bill for such year. This paragraph shall survive the expiration or termination of this Lease. In the event taxes are imposed upon property of which the Premises is only a part, Landlord shall prorate such taxes so that Tenant's percentage share of such taxes is a reasonable representation of the Premises expressed as a percentage of the entire property being taxed.

28.02 **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.

28.03. **Sales Tax.** Tenant shall pay to Landlord, simultaneously with each payment, all applicable state and/or local sales, use or excise taxes.

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 together with the Memorandum of Lease represents the entire agreement between the parties, and supersedes any other statements, conditions, representations or commitments with respect to the subject matter hereof.

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

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

33. **MODIFICATION.** No modification of this Lease shall 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 shall be given to both parties.

34. **FAA REQUIREMENTS.** Tenant is aware that the Federal Aviation Administration regulates the use of airports. Tenant, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color or natural origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. Landlord is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct in enforcing this non-discrimination covenant. Tenant understands and agrees that the governmental authority owning the Airport has reserved unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the

airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from, or operation of the Airport. Tenant expressly agrees for itself, 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 **Compliance with All Laws.** Tenant shall 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 shall 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. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all Claims of any kind whatsoever, including, but not limited to, attorneys' fees and costs at all tribunal levels, which Landlord may suffer, incur or pay resulting from or arising out of any act or omission of Tenant, or Tenant's agents or invitees, or any other person on the Premises under color of authority of Tenant, effecting the handling, storage, treatment, transportation, disposal, release or threat of release, or removal of Hazardous Waste from or on the Premises or any portion of the land. Prior to Tenant producing, storing, and/or generating any Hazardous Waste from or on the Premises, Tenant shall obtain (and provide Landlord with customary evidence that it has obtained) environmental liability insurance naming Landlord and any mortgagee as additional insureds. Such insurance shall be issued by a company with minimum limits of coverage satisfactory to Landlord.

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

35.03 **Disposal of Oil.** 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.

36. **EXCLUSIVE FUELING RIGHTS.** Landlord has the exclusive fueling rights for the Premises. Tenant agrees to purchase all of its aviation fuel for its aircraft that is stored at the Airport, from Landlord and from no other source, while operating at the Airport. Under no

conditions can any fuel truck(s) or fueling operations other than Landlord's be invited or permitted on the Premises or on Landlord's leasehold at the Airport.

37. Omitted.

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

39. **LITIGATION VENUE/APPLICABLE LAW.** This Lease shall be governed by, and construed, interpreted and enforced only in accordance with, the laws of the State of Florida. The parties agree that sole and exclusive venue for purposes of any litigation arising out of or related to this Lease shall be only in Palm Beach County, Florida. EACH OF TENANT AND LANDLORD HEREBY VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY.

40. **RIGHTS OF TERMINATION.**

40.01 **Landlord's Right to Terminate.** In addition to any other right of termination given to Landlord pursuant to the terms of this Lease, Landlord shall have the right to terminate this Lease as follows:

- (a) Upon a Default by Tenant pursuant to Section 19.
- (b) By written notice to Tenant in the event of termination for any cause of the Prime Lease.
- (c) Without cause at any time during the Term by giving Tenant sixty (60) days' prior written notice.

40.02 **Tenant's Right to Terminate.** Tenant shall have the right to terminate this Lease as follows:

- (a) By giving sixty (60) days' prior written notice to Landlord not later than thirty (30) days after the giving by Landlord to Tenant of any notice of an increase in Landlord's rates pursuant to Section 1.07.
- (b) Without cause at the end of the Initial Term or any Renewal Term by giving Landlord sixty (60) days' written notice prior to the expiration of the then current term.

40.03 **Removal of Personal Property.** If Tenant shall fail to remove all of its effects from said Premises upon the termination of this Agreement for any cause herein provided, then Landlord may, at its option, remove the same in any reasonable manner that Landlord shall choose, and store said effects without liability to Tenant for loss or damage thereof, and Tenant

agrees to pay Landlord on demand any and all expenses incurred in such removal, including (but not limited to) court costs and attorney's fees and expenses, and storage charges on such effects for any length of time the same shall be in Landlord's possession as determined by a Court of competent jurisdiction, or Landlord may, at its option, without notice, sell said effects, or any of the same, at private sale and without legal process, for such price as Landlord may obtain and apply the proceeds of such sale to any amount due under this Agreement from Tenant to Landlord and to the expenses incident to the removal and sale of said effects. Any excess proceeds from such sale shall be held by Landlord in trust for Tenant for a period of six (6) months, after which, if unclaimed by Tenant, any such excess funds, and any interest thereon, shall become the sole and exclusive property of Landlord.

41. **SURVIVAL**. Each obligations of Tenant, including, without limitation, its obligation to indemnify, shall survive termination or expiration of this Lease.

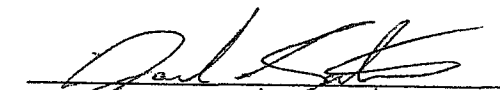
42. **NO BROKER**. Tenant warrants and represents that it has not used the services of any broker, realtor or other agent in connection with this Lease. Tenant shall indemnify and hold Landlord harmless against any claim of any broker, realtor or other agent claiming to represent Tenant.


43. **WARRANTY AND REPRESENTATION**. The undersigned warrants and represents that he or she has the power and authority to execute this Lease on behalf of Tenant and that upon such execution this Lease and all of the terms and conditions contained herein shall constitute the legal and binding obligations of Tenant enforceable against Tenant in accordance with its terms.

(SIGNATURE PAGE FOLLOWS)

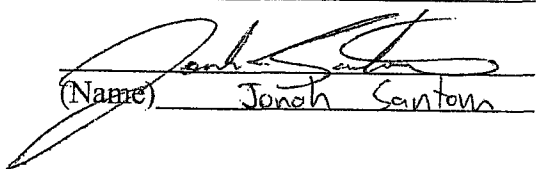
IN WITNESS WHEREOF, the parties have hereunto set their hands day and year above written.

WITNESSES:

  
(Name) Jonah Santom

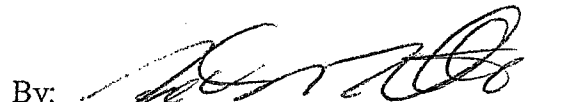
  
(Name) FIONA DUDDY

Bryna Jacobs  
(Name) Bryna Jacobs

  
(Name) Jonah Santom

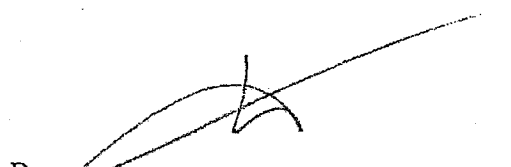
LANDLORD:

Galaxy Aviation of Palm Beach, Inc.

By:   
Name: Jonathan Miller  
Title: EOB

TENANT:

Executive Air Services, LLC

By:   
Name: Matthew T. Winer, Manager

## CONSENT TO SUBLEASE

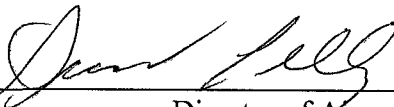
**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Galaxy Aviation of Palm Beach, Inc. (the "LESSEE"), dated October 18, 2000 (R-2000-1067), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated October 29, 2011, and commencing on November 1, 2011, (the "Sublease") with Executive Air Services, LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

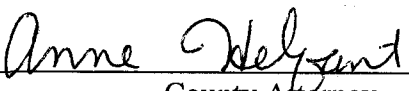
It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

DEC 09 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 LEASE AGREEMENT

THIS LEASE is made on the 2<sup>nd</sup> day of October 2011, (this "Lease" or this "Agreement") by and between **GALAXY AVIATION OF PALM BEACH, INC.** whose address is 3800 Southern Boulevard, West Palm Beach, Florida 33406 ("Landlord") and the below named Tenant ("Tenant").

### 1. GENERAL INFORMATION.

#### 1.01 Tenant's Full Legal Name and Mailing Address.

Executive Air Services, LLC  
14900 N.W. 42<sup>nd</sup> Avenue, Suite 108  
Opa-Locka, Florida 33054

Tenant, if other than a natural person, represents and warrants to Landlord that it is a limited liability company duly organized and in good standing under the laws of the State of Florida.

#### 1.02 Intentionally omitted.

1.03 Premises. That portion of office space in Landlord's terminal at Palm Beach International Airport ("Airport") in Palm Beach County, Florida more particularly described as Suite 111 ("Premises").

1.04 Initial Term. The term of this Agreement shall commence on November 1, 2011 and automatically renew on the first day of each month thereafter on a month to month basis subject to and in accordance with the terms of this Lease (the "Initial Term").

1.05 Rent During Initial Term. The monthly rent to Landlord is to be paid by Tenant in accordance with a separate, unrecorded Memorandum of Lease to be executed simultaneously herewith and which is incorporated herein by reference in the form attached hereto (the "Memorandum of Lease"). A late charge of five percent (5.0%) of rent shall be assessed on all rent not received by the fifth (5<sup>th</sup>) of each month. If funds are insufficient for any payments made by check, note or similar instrument, then such payment shall be subject to a \$35.00 reprocessing fee. All sums of money required to be paid by Tenant to Landlord under this Lease shall bear interest at the highest annual rate permitted by law from the date such sums were initially due until the date same is paid in full. All late charges and other sums due hereunder and under the Memorandum of Lease shall be deemed additional rent due hereunder. Landlord may require Tenant to pay rent by a bank issued cashier's check at its discretion.

1.06 Security Deposit. The security deposit shall be in the amount set forth in the Memorandum of Lease (the "Security Deposit").

1.07 **Renewal Terms.** So long as Tenant is not in Default (as such term is defined in Section 19.01), this Lease shall automatically be renewed at the end of each calendar month for another one (1) month term (such initial renewal term and each such subsequent renewal term, a "**Renewal Term**"), unless this Lease is otherwise terminated in accordance with Section 40 of this Lease. Rent during each Renewal Term shall be in the amount set forth in the Memorandum of Lease, except that, if there is no amount set forth in the Memorandum of Lease, at the then prevailing rate charged by Landlord for similar premises, as determined by Landlord.

1.08 **Expenses.** Utility and other expenses shall be paid for as provided in Section 17.

1.09 **Permitted Uses.** Tenant shall use the Premises in accordance with the terms of this Lease for office purposes solely in connection with its business as an aircraft management company, subject to and in accordance with the Airport's Minimum Standards (as such term is defined in Section 22 below).

2. **LEASE.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in Section 1.03 in an "AS IS/WHERE IS" condition. By Tenant's execution of this Agreement, Tenant is waiving any and all claims arising from any condition of the Premises. This Lease may be subject to the approval of the Prime Lessor (as such term is defined in Section 25.01). If such approval is not received, Tenant shall be notified accordingly and this Lease shall terminate and become automatically become null and void and of no further force or effect, notwithstanding Landlord's execution of this Lease or Tenant's occupancy of the Premises, and any monies advanced by Tenant for rent or the Security Deposit shall be promptly returned.

3. **TERM.** The term of this Agreement shall be as set forth in Sections 1.04 and 1.07 (the Initial Term and the Renewal Term sometimes hereinafter referred to as the "**Term**").

4. **RENT CHARGES.** The monthly rent to Landlord is to be paid by Tenant in accordance with this Lease and the Memorandum of Lease without deductions or off sets of any kind. All amounts due under this Lease and the Memorandum of Lease, including, but not limited to, the monthly rent due to Landlord pursuant to Section 1.05 of this Lease shall be considered rent.

5. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord the Security Deposit, which shall be held by Landlord as security for the full and faithful performance by Tenant of its obligations hereunder. The Security Deposit shall be non-interest bearing and may be co-mingled with other monies of Landlord. In the event of Default, 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 Deposit shall not be applied by Tenant toward the last month's rent. If any monies are withdrawn from the Security Deposit by Landlord during the Term pursuant to the terms of this Agreement, Tenant shall immediately upon demand deposit with Landlord sufficient monies so that the Security Deposit is restored to its original amount.



6. **INSURANCE.**

6.01 **Insurance Coverage Requirements.** During the Term Tenant shall keep in force at its expense the following policies: (a) Workers' Compensation Insurance, per statutory coverage, as prescribed by the State where the Premises is located; (b) Employer's Liability Insurance to a limit of \$1,000,000; (c) All-Risk Property Insurance coverage commensurate with the value of Tenant's property located on the Premises; (d) Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000, or such other amount as may be required by Landlord in its discretion based upon the activities of Tenant, insuring Tenant's liability against bodily injury to persons, guests, including passengers, or damage to property; and (e) Automobile Liability Insurance, to a minimum limit of \$1,000,000 per occurrence for all Tenant's owned, non-owned and for-hire vehicles, including without limitation any golf carts or other similar vehicles used by Tenant in or about the Premises. If Tenant's activities in conjunction with the use of the Premises require vehicle and/or support equipment access to the Airport's aircraft operations area, then Tenant shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than \$5,000,000. Such determination shall be made by Landlord. To the extent that Tenant maintains any aircraft at the facilities in which the Premises are located, Tenant shall also keep in force and at its expense Aircraft Liability Insurance with a combined single limit of not less than \$5,000,000 and All Risk Hull Insurance on such aircraft in an amount of the full replacement cost of such aircraft. Landlord and Prime Lessor (as defined in Section 25.01) shall be named as an additional insured on all such insurance, excepting only the Worker's Compensation policy, and such insurance shall provide that same may not be canceled or the coverage reduced without at least thirty (30) days prior 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. All of Tenant's insurance policies shall contain waivers of subrogation against Prime Lessor and Landlord and their respective agents, directors, owners, officers and employees.

To the extent that the Minimum Standards require insurance coverage that is in addition to or greater than coverage required pursuant to this Lease, the requirements imposed by the Minimum Standards shall supersede the requirements of this Lease and Tenant shall be required to comply with the Minimum Standards.

Tenant's failure to comply with the terms of this Section shall be reason for an immediate termination of this Lease by Landlord upon written notice and without any opportunity to cure, whether or not Tenant has taken occupancy of the Premises.

6.02 **Primary Insurance.** Consistent with the indemnification provisions of this Lease, Tenant's insurance policies shall respond on a primary basis with any insurance carried by Landlord to be construed as secondary or excess insurance.

7. **TENANT'S LIABILITY NOT LIMITED.** Notwithstanding the provisions of Section 6 above, for purposes of this Lease, Tenant acknowledges that its potential liability is not limited to the amount of liability insurance coverage it maintains or to the limits required herein.

8. **DISCLAIMER OF LIABILITY.** Landlord hereby disclaims any and all claims (as defined in section 9), whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Tenant or any of its officers, directors, employees, agents or invitees, or its invitees' invitees (each of the foregoing, including tenant, a "Tenant Party"), during the Term, including but not limited to, loss, damage or injury to any property of any Tenant Party that may be located or stored in the Premises, unless, and only to the extent that, such loss, damage or injury to such property of any Tenant Party that may be located or stored in the Premises is adjudicated to have been caused by the gross negligence or willful misconduct of Landlord. 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 the Premises. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in Landlord's leasehold interest in the Premises for the satisfaction of Tenant's remedies. No other property or assets of any Landlord Party (as such term is defined in Section 9.01 below) 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.**

9.01 **Obligation to Indemnify.** Tenant agrees to release, indemnify, and hold Landlord and each of its officers, directors, owners, agents and employees (each of the foregoing, including Landlord, a "Landlord Party") harmless from and against any and all liabilities, damages, business interruptions, delays, losses, injuries, claims, expenses, costs and judgments of any kind whatsoever, including, without limitation, all costs, attorneys' fees and expenses and other expenses incidental thereto (each of the foregoing, a "Claim"), which may be suffered by, or charged to, any Landlord Party arising from: (a) Tenant's or a Tenant's Party's use of the Premises; (b) 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; (c) or by reason of any breach, violation or non-performance by Tenant or a Tenant Party of any covenant, warranty, representation or condition of this Lease or by any act or failure to act of those persons.

9.02 **Storm Procedures/Act of God.** It is the express sole obligation and responsibility of Tenant to provide for its and the Tenant Party's safety, security and evacuation and the safety, security and removal of its and their property, including the Aircraft, during any approaching storm or other weather event. Tenant agrees to comply with and abide by any provisions, plans or procedures for storm or hurricane preparedness required by Landlord, in Landlord's sole discretion, to be necessary for the safety and security of the Aircraft, the Airport, the Hangar 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 provisions, plans or procedures, if any, and further grants Landlord the authority to move the Aircraft and other property of Tenant within any property under Landlord's control at the Airport, as Landlord deems necessary, provided that the granting of such authority does not impose upon Landlord the obligation to do

so. Landlord shall not be liable for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by any Act of God, fire, flood, weather, accident, strike, labor dispute, riot insurrection, war or any other cause beyond Landlord's control, including, without limitation, any precautionary methods taken or not taken by Landlord as a result thereof.

9.03 **Vendor/Invitee or Invitees' Invitees Indemnification.** Tenant, on behalf of itself and each Tenant Party hereby releases each Landlord Party from any Claim that any Tenant Party now has or may in the future have as a result of, or in connection with, any accident, injury or damage that shall happen in or about the Premises to any Tenant Party, except to the extent that such accident, injury or damage was caused by, or arises from, the gross negligence or willful misconduct of such Landlord Party. If any Tenant Party contests this release and pursues a Claim against any Landlord Party that should otherwise be released pursuant to this Section, then Tenant shall indemnify such Landlord Party for such Claim.

9.04 **Third Party Claim.** In the event that a third party makes a Claim alleging facts that, if true, would require Tenant to indemnify under this Section, then Tenant shall indemnify against all damages incurred in connection with defending that Claim, including (without limitation) amounts paid in settlement, even though the Claim is successfully defended in whole or in part and even though the Claim is settled prior to a final determination as to the truth of such allegations; provided, however, that Landlord may not settle a Claim that would result in a Claim for indemnification by Tenant hereunder without Tenant's prior written consent.

9.05 **Notice to Landlord.** No liability shall be imposed upon Landlord, as a result of any breach by Landlord of the terms or conditions of this Lease, unless and until Landlord has been given notice of such breach and a reasonable time to cure.

10. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign, transfer or convey any interest in this Lease or let or sublet the whole or any part of the Premises without the prior written consent of Landlord which may be withheld in Landlord's sole discretion. Any assignment or subletting pursuant to this paragraph shall be subject to the prior approval of the Prime Lessor.

11. **CONDEMNATION.** The parties agree that should the entire Premises be taken or condemned by any competent authority for any public or quasi-public use or purpose during the term of this Lease, then this Lease shall terminate as of the date when possession is required for public use, unless Landlord, at its option, provides equal suitable space which shall be substituted for the Premises. In the event of a partial condemnation which renders the remainder of the Premises usable for the use stated herein in the sole discretion of Landlord, the rent shall be pro-rata diminished according to the square footage of Premises so taken. All such calculations shall be performed by Landlord. All damages or compensation awarded or paid for any such taking shall belong to and be the property of Landlord without any participation by Tenant, whether such damages or compensation shall be awarded or paid for diminution in value of the leasehold or any interest of Landlord in the land, buildings and other improvements, or in the leasehold estate created hereby or under the Prime Lease (as defined in Section 25.01), and Tenant hereby expressly waives and relinquishes all claims to such award or compensation or any

part thereof and of the right to participate in any such condemnation or eminent domain proceedings against the owners of any interest in same.

12. **DAMAGE OR DESTRUCTION.** If the Premises should be damaged or destroyed by fire or other casualty so as to make the Premises unusable for the purpose for which the Premises were intended, then Tenant shall promptly notify Landlord of such casualty. Landlord shall repair and restore the buildings and improvements (exclusive of improvements installed by Tenant) so damaged or destroyed as nearly as possible to their condition prior to such casualty, limited, however, to the amount of insurance proceeds actually received by Landlord. In the meantime, if the Premises should be rendered totally unusable due to such casualty, then there shall 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 shall be no abatement of rent. The length of the abatement period shall be added to the Term of the Lease. In the event Landlord does not make the Premises useable within ninety (90) days after Landlord receives the insurance proceeds in connection with the casualty, or in any event within one hundred eighty (180) days after the date of the casualty, then Tenant may terminate this Lease by written notice to Landlord within the next ten (10) days, but shall have no other remedies. In the event the damage is partial, and the remaining Premises are usable for the use stated herein in the sole discretion of Landlord, the Rent shall be pro-rated diminished according to the square footage of Premises so damaged or destroyed. 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. Should Tenant remain in possession of the Premises after the expiration of the Term or earlier termination of this Lease, with or without the consent of Landlord, express or implied, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy at sufferance terminable on written notice by either party to the other, at double the rent installments (prorated on a monthly basis) in effect during the lease year immediately preceding the expiration of the Term of this Lease, and otherwise subject to all of the other terms, covenants and conditions of this Lease insofar as the same may be applicable to a tenancy at sufferance, without prejudice to any remedy which Landlord may have against Tenant for holding over unlawfully; provided, however, that if Tenant holds-over with the express prior written consent of Landlord, then the rent installments shall not be doubled as hereinabove provided.

14. **ALTERATIONS.**

14.01 **Alterations, Additions and Improvements.** Tenant shall not make any alterations, additions or improvements to the exterior or interior of the Premises or to any other property of Landlord without Landlord's express prior written consent, or erect or install any additional improvements, signs or equipment without Landlord's express prior written consent, which may be withheld for any reason. It is expressly understood that no signs are to be installed anywhere on the Premises without Landlord's written prior and explicit consent. Unless

Landlord otherwise elects in writing, any alterations, additions or improvements approved by Landlord shall be removed by Tenant upon the earlier of any expiration or termination of the Term, and Tenant at its expense shall restore the Premises to the condition that the Premises were in prior to such alterations, additions or improvements prior to the earlier of the expiration or termination of the Term.

14.02 **Liens.** If any mechanic's, materialmen's or construction lien is recorded against the Premises or against Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, then Tenant shall, within thirty (30) days after the recording thereof, cause such lien to be discharged or bonded off of record. In any event, neither Prime Lessor's nor Landlord's interest in the Premises shall be subject to any lien arising out of any work, labor, services or materials supplied or claimed to have been supplied to or for Tenant. Tenant shall never, under any circumstances, have the power to subject the interest of Landlord or Prime Lessor in the Premises to any mechanics', construction or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering Tenant to encumber or cause Landlord to encumber the title or interest of Landlord in the Premises. Any lien filed against the Premises in violation of this Section shall be null and void and of no force or effect.

15. **MAINTENANCE; PARKING AND PETS.**

15.01 **Obligation to Maintain.** Landlord shall maintain the exterior structural components within or about the Premises. Landlord shall have no other obligation with respect to maintenance. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted by Tenant to accumulate within or about the Premises. Tenant shall be in Default, if Tenant or any Tenant Party causes damage to Landlord's property.

15.02 **Disposition of Oil, Gas and Harmful Substances.** Neither Tenant nor any Tenant Party shall dump oil, gas or any harmful substance anywhere on Landlord's property or leasehold other than in appropriate disposal containers. In connection therewith, in the event any asphalt is damaged due to such dumping or leaking of any gasoline or oil or other harmful substance, then Tenant shall immediately repair same at Tenant's expense within five (5) days after written notice from Landlord, or, at Landlord's option, Landlord shall repair same, in which event Tenant shall reimburse Landlord for all of Landlord's costs and expenses relating to such repair within five (5) days of written demand therefore by Landlord.

15.03 **Parking of Vehicles.** Neither Tenant nor any Tenant Party shall store boats, trucks, trailers or mobile homes on Landlord's property or leasehold, other than automobiles parked in Landlord's designated parking lot.

15.04 **Pets.** Neither Tenant nor any Tenant Party shall bring pets or other animals onto the Premises or anywhere else on Landlord's property or leasehold, except for handicap assistance animals and pets or other animals that shall be transported.

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

17. **UTILITY AND OTHER EXPENSES.** So long as Tenant is not in Default, Landlord shall pay electricity, water and sewer consumed on the Premises and common area maintenance expenses, except as otherwise provided in this Lease. 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 to the addresses shown on the front page of this Lease, or to such other address as either party may have furnished by prior written notice sent pursuant hereto. Any notices permitted or required to be given by the terms of this Lease shall be deemed sufficient if personally delivered or delivered by United States certified mail or by overnight delivery service, in either case with proper postage or delivery charges prepaid and the proper address affixed thereto, and such notice shall be deemed effective upon the earlier of the recipient's actual receipt or two (2) business days after the date that such notice was deposited with the United States Postal Service or an overnight delivery service in accordance with this Section. In the case of notices to Tenant, any notice permitted or required to be given by the terms of this Lease shall also be deemed sufficient when delivered to or left at the Premises.

19. **DEFAULT.**

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

(a) Tenant shall vacate or abandon the Premises.

(b) 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 this Lease, the Memorandum of Lease or any other agreement between Tenant and Landlord, including, without limitation, the failure to make a fuel guaranty payment, if applicable, where such failure shall continue for a period of ten (10) days after written notice of such event to Tenant.

(c) Tenant's failure to comply with Section 6.01 of this Lease.

(d) The failure by Tenant to fully observe or perform any of the terms, conditions, covenants, or provisions set forth in this Lease, the Memorandum of Lease or any other agreement between Tenant and Landlord to be observed or performed by Tenant, other than as described in subsections 19.01(a), (b) and (c) above, where such failure continues for a period of fifteen (15) days (or such shorter time period as may be required in order to avoid a default under the Prime Lease) after written notice of such failure to Tenant.

(e) To the extent permitted by law, (i) the making by Tenant of any general assignment or general arrangement for the benefit of creditors, (ii) 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, (iii) 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 Premises or (D) the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located on or at the Premises, or of Tenant's interest in this Lease, where such attachment, execution or other judicial seizure is not discharged within thirty (30) days of its implementation.

19.02 **Remedies.** In the event of a Default by Tenant, Landlord may, at any time thereafter, with or without further notice or demand, and without limiting any other right or remedy, at law or in equity, which Landlord may have under this Lease or under any law by reason of such Default, elect to exercise any one of the following remedies:

(a) Landlord may, but shall not be obligated to, cure any Default by Tenant that can be cured by an expenditure of money, after which Landlord shall be promptly reimbursed by Tenant for any such expenditure, together with interest accruing thereon at the highest rate permitted by applicable law.

(b) Landlord may obtain injunctive and declaratory relief, temporary or permanent, or both, against Tenant or any acts, conduct or omissions of Tenant, and further to obtain specific performance of any term, covenant or condition of this Lease.

(c) Landlord may enter and take possession of the Premises in accordance with applicable Florida law and relet the Premises at such price and upon such terms, and for such duration of time, as Landlord may determine in its sole discretion, and receive the rent and apply the same to the payment of the rent due from Tenant, and Tenant shall pay to Landlord as liquidated damages any deficiency resulting therefrom, but any excess monies shall be the sole property of Landlord.

(d) Landlord may terminate this Lease and Landlord shall resume possession of the Premises and all improvements thereon wholly discharged from this Lease. In furtherance thereof, 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, in accordance with applicable Florida law, and to the extent permitted by applicable Florida law Tenant hereby waives any and all notices and legal proceedings to recover possession of the Premises.

(e) Landlord may, on a monthly basis, bring suit against Tenant for damages resulting from Tenant's failure to pay the then due monthly installment of rent or other amounts due and any other unpaid rent or other amounts due to such date.

In addition and not in lieu of the foregoing, Landlord may pursue any other remedy which may now or hereafter be available to Landlord under this Agreement or applicable law.

19.03 **Acceleration.** If Tenant is in Default, Landlord may declare the entire balance of all forms of rent due under this Lease, the Memorandum of Lease and/or any other agreement between Landlord and Tenant, including, without limitation, any and all fuel guaranty payments, if applicable, for the remainder of the Term to be immediately due and payable and may collect the then present value of such rents (calculated using a discount rate equal to the discount rate of the Miami, Florida branch of the Federal Reserve Bank in effect as of the date of the Default), including the present value of the fuel guaranty payments, if any.

19.04 **Claim for Damages.** Notwithstanding any term or provision of this Lease which may be to the contrary, Landlord shall have the right to bring an action against Tenant for any Claim, which Landlord may incur as a result of, or arising out of, the occurrence of a Default by Tenant, and Landlord reserves any and all rights which any applicable law may confer upon a landlord against a tenant in default. Tenant hereby waives any additional notice which Tenant may be entitled to under any applicable law. Tenant agrees to pay all costs of enforcement, eviction, collection, and reasonable attorneys' fees, in the event Landlord engages the services of an attorney or commences proceedings, in pre-trial, trial, appeal and/or bankruptcy, against Tenant. Landlord's remedies hereunder are cumulative and shall be in addition to all legal remedies. Failure to promptly exercise any right in this Lease shall not be deemed a waiver of said right.

19.05 **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, 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. 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 Lease.

20. **HABITUAL DEFAULT.** Notwithstanding the foregoing, in the event that Tenant has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by Tenant of the same type and kind, in the sole opinion of Landlord and regardless of whether Tenant has cured each such individual condition of breach or default as provided in this Lease hereinabove, Tenant shall be determined by Landlord to be an "habitual violator." At the time that such determination



is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Three (3) such notices to Tenant by Landlord shall require Tenant to deposit with Landlord an amount equal to twice the amount of the Security Deposit deposited by Tenant pursuant to Section 5 upon initiation of this Lease and negate any renewal options offered to Tenant pursuant to Section 1.07, at the sole discretion of Landlord.

21. **USE.** The Premises shall be used and occupied by Tenant solely for the purposes set forth in Section 1.09 above and for no other purposes whatsoever. Without limiting the foregoing, Tenant agrees that Landlord may establish and amend from time to time reasonable rules and regulations regarding the use, operation and maintenance of the Premises and the complex housing same, and Tenant covenants to abide by all such rules and regulations that shall be now or hereafter in effect from time to time.

22. **COMPLIANCE WITH GOVERNMENTAL AND AIRPORT REGULATIONS.** Tenant shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments, bureaus, agencies or other authorities exercising jurisdiction over the Premises, including FAA regulations and the minimum standards, rules and regulations applicable to users and occupants of the Airport (the "Minimum Standards"), and shall comply with all rules and regulations promulgated by Landlord of which Tenant is notified; including, without limitation, rules, plans and procedures established for the safety and security of aircraft, hangars, crew and passengers in the event of an approaching storm, whether or not such storm is forecast to or actually reaches hurricane status. Tenant acknowledges that pursuant to the terms of the Prime Lease, Prime Lessor reserves the right to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from or operating within the Airport.

23. **SAFE USE OF PREMISES.** Tenant agrees to make no unlawful, offensive or noxious use of the leased Premises. In addition, no explosives, firearms, volatile or flammable chemicals, or any other property which would materially increase the hazard of fire shall be stored on the leased Premises.

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

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

25.01 **Prime Lease.** It is acknowledged that this Lease is a sublease, and that Landlord has leased certain property (the "Prime Lease"), which includes the Premises, from the

governmental authority ("Prime Lessor") which owns the Airport in which the Premises are located. This Lease shall be subordinate to the Prime Lease and any amendments thereto. Tenant shall be bound by the terms and conditions of the Prime Lease, and shall not do anything which shall result in a default by Landlord under the Prime Lease, and shall comply with all applicable provisions of the Prime Lease, and this Lease shall be subject to the approval of the Prime Lessor. Tenant shall not communicate directly with Prime Lessor with respect to any matter concerning this Lease or the Premises. Any such communication shall be directed to Landlord.

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

25.03 Attornment. Tenant agrees that in the event of a sale, transfer or assignment of Landlord's interest in the Premises, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord encumbering the Premises, to attorn to and to recognize such transferee, purchaser or mortgagee as the landlord under this Lease.

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

27. RIGHT OF ENTRY. Landlord shall have the right to enter the Premises at any time in order to examine same, to make repairs, additions or alterations, as may be necessary or advisable for the safety, improvement or preservation thereof, and to exhibit the Premises for rental purposes. Unless in case of emergency, Landlord must give Lessee 24hrs notice prior to entry.

mtw 10/29/1

28. TAXES.

28.01 Real Estate Taxes. Tenant shall be responsible for all real estate taxes, if any, and for assessments and special assessments charged by any governmental authority against the Premises (as to the land and/or the improvements contained thereon from time to time) during the Term, if any. In the event any taxes are required to be paid by applicable law in lieu of real estate taxes, then Tenant shall be responsible for paying same to Landlord in the same manner as provided herein as to real estate taxes. Such real estate taxes and assessments shall be due and payable by Tenant to Landlord within ten (10) days after written demand by Landlord, which demand shall include a copy of the then current real estate tax bill or assessment. The amount of taxes payable by Tenant shall be prorated as to the first and last years of this Lease based upon the number of days during the respective calendar years in which this Lease is in effect. To the extent

that this Lease terminates or expires prior to the time that the tax bill has been issued for that applicable calendar year, the parties shall prorate the taxes as of the expiration or termination date based upon the prior year's tax bill, which shall be subject to re-proration upon receipt of the actual tax bill for such year. This paragraph shall survive the expiration or termination of this Lease. In the event taxes are imposed upon property of which the Premises is only a part, Landlord shall prorate such taxes so that Tenant's percentage share of such taxes is a reasonable representation of the Premises expressed as a percentage of the entire property being taxed.

28.02 **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.

28.03. **Sales Tax.** Tenant shall pay to Landlord, simultaneously with each payment, all applicable state and/or local sales, use or excise taxes.

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 together with the Memorandum of Lease represents the entire agreement between the parties, and supersedes any other statements, conditions, representations or commitments with respect to the subject matter hereof.

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

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

33. **MODIFICATION.** No modification of this Lease shall 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 shall be given to both parties.

34. **FAA REQUIREMENTS.** Tenant is aware that the Federal Aviation Administration regulates the use of airports. Tenant, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color or natural origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. Landlord is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct in enforcing this non-discrimination covenant. Tenant understands and agrees that the governmental authority owning the Airport has reserved unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the

airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from, or operation of the Airport. Tenant expressly agrees for itself, 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 **Compliance with All Laws.** Tenant shall 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 shall 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. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all Claims of any kind whatsoever, including, but not limited to, attorneys' fees and costs at all tribunal levels, which Landlord may suffer, incur or pay resulting from or arising out of any act or omission of Tenant, or Tenant's agents or invitees, or any other person on the Premises under color of authority of Tenant, effecting the handling, storage, treatment, transportation, disposal, release or threat of release, or removal of Hazardous Waste from or on the Premises or any portion of the land. Prior to Tenant producing, storing, and/or generating any Hazardous Waste from or on the Premises, Tenant shall obtain (and provide Landlord with customary evidence that it has obtained) environmental liability insurance naming Landlord and any mortgagee as additional insureds. Such insurance shall be issued by a company with minimum limits of coverage satisfactory to Landlord.

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

35.03 **Disposal of Oil.** 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.

36. **EXCLUSIVE FUELING RIGHTS.** Landlord has the exclusive fueling rights for the Premises. Tenant agrees to purchase all of its aviation fuel for its aircraft that is stored at the Airport, from Landlord and from no other source, while operating at the Airport. Under no

conditions can any fuel truck(s) or fueling operations other than Landlord's be invited or permitted on the Premises or on Landlord's leasehold at the Airport.

37. Omitted.

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

39. **LITIGATION VENUE/APPLICABLE LAW.** This Lease shall be governed by, and construed, interpreted and enforced only in accordance with, the laws of the State of Florida. The parties agree that sole and exclusive venue for purposes of any litigation arising out of or related to this Lease shall be only in Palm Beach County, Florida. EACH OF TENANT AND LANDLORD HEREBY VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY.

40. **RIGHTS OF TERMINATION.**

40.01 **Landlord's Right to Terminate.** In addition to any other right of termination given to Landlord pursuant to the terms of this Lease, Landlord shall have the right to terminate this Lease as follows:

- (a) Upon a Default by Tenant pursuant to Section 19.
- (b) By written notice to Tenant in the event of termination for any cause of the Prime Lease.
- (c) Without cause at any time during the Term by giving Tenant sixty (60) days' prior written notice.

40.02 **Tenant's Right to Terminate.** Tenant shall have the right to terminate this Lease as follows:

- (a) By giving sixty (60) days' prior written notice to Landlord not later than thirty (30) days after the giving by Landlord to Tenant of any notice of an increase in Landlord's rates pursuant to Section 1.07.
- (b) Without cause at the end of the Initial Term or any Renewal Term by giving Landlord sixty (60) days' written notice prior to the expiration of the then current term.

40.03 **Removal of Personal Property.** If Tenant shall fail to remove all of its effects from said Premises upon the termination of this Agreement for any cause herein provided, then Landlord may, at its option, remove the same in any reasonable manner that Landlord shall choose, and store said effects without liability to Tenant for loss or damage thereof, and Tenant

agrees to pay Landlord on demand any and all expenses incurred in such removal, including (but not limited to) court costs and attorney's fees and expenses, and storage charges on such effects for any length of time the same shall be in Landlord's possession as determined by a Court of competent jurisdiction, or Landlord may, at its option, without notice, sell said effects, or any of the same, at private sale and without legal process, for such price as Landlord may obtain and apply the proceeds of such sale to any amount due under this Agreement from Tenant to Landlord and to the expenses incident to the removal and sale of said effects. Any excess proceeds from such sale shall be held by Landlord in trust for Tenant for a period of six (6) months, after which, if unclaimed by Tenant, any such excess funds, and any interest thereon, shall become the sole and exclusive property of Landlord.

41. **SURVIVAL.** Each obligations of Tenant, including, without limitation, its obligation to indemnify, shall survive termination or expiration of this Lease.

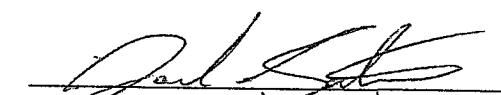
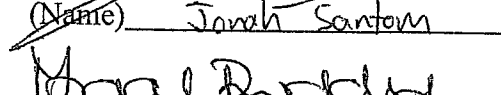
42. **NO BROKER.** Tenant warrants and represents that it has not used the services of any broker, realtor or other agent in connection with this Lease. Tenant shall indemnify and hold Landlord harmless against any claim of any broker, realtor or other agent claiming to represent Tenant.

43. **WARRANTY AND REPRESENTATION.** The undersigned warrants and represents that he or she has the power and authority to execute this Lease on behalf of Tenant and that upon such execution this Lease and all of the terms and conditions contained herein shall constitute the legal and binding obligations of Tenant enforceable against Tenant in accordance with its terms.

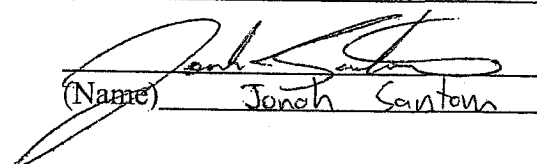
(SIGNATURE PAGE FOLLOWS)

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

WITNESSES:


  
(Name) Jonah Santora  
  
(Name) FIONA DUDDY

Bryna Jacobs  
(Name) Bryna Jacobs

  
(Name) Jonah Santora

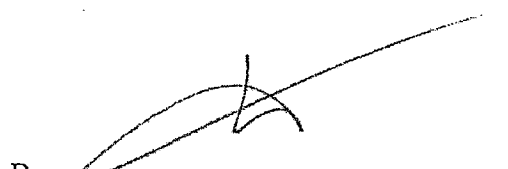
LANDLORD:

Galaxy Aviation of Palm Beach, Inc.

By:   
Name: Jonathan Miller  
Title: EOA

TENANT:

Executive Air Services, LLC

By:   
Name: Matthew T. Winer, Manager

## CONSENT TO SUBLEASE

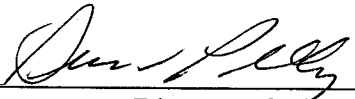
**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Galaxy Aviation of Palm Beach, Inc. (the "LESSEE"), dated October 18, 2000 (R-2000-1067), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated August 4, 2011, and commencing on August 4, 2011, (the "Sublease") with Executive Airlink, 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.

OCT 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: Anne Helgert  
County Attorney



## COMMUNITY HANGAR AND OFFICE LEASE AGREEMENT

THIS LEASE is made on the 4<sup>th</sup> day of August 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").

### 1. GENERAL INFORMATION

#### 1.01 Tenant's Full Legal Name and Mailing Address

Executive Airlink, Inc.

P.O. Box 812105

Boca Raton, Florida 33481-2105

Tenant represents and warrants to Landlord that it is a limited liability company duly organized and in good standing under the laws of the State of Florida.

#### 1.02 Type(s) of Aircraft (Make/Model/Registration No.).

Make & Model: King Air C90-B

Registration No.: N488XJ

Tenant shall be required to get the prior written approval from Landlord to store substitute aircraft(s) in the Premises (as such term is defined below). In the event Landlord approves such substitution, the rent for the Premises shall be adjusted by Landlord based on the difference in space, if any, occupied by such substitute aircraft (the above described aircraft and any substitute aircraft approved by Landlord, the "Aircraft").

#### 1.03 Premises.

(a) That portion of hangar space in any one of Landlord's hangars (the "Hangar") located at 3800 Southern Boulevard, West Palm Beach, Florida 33406 at the Palm Beach County International Airport (the "Airport") in the City of West Palm Beach, Florida, which shall be adequate to store the Aircraft (such portion of the Hangar, the "Hangar Premises"). The Hangar Premises is not a specific area of the Hangar, as aircraft may be stored in the Hangar on a "first come, first served" basis, such that the Aircraft may be stored in a different location within the Hangar, depending on, among other things, which space is available when the Aircraft returns from a flight.

(b) An office suite in Landlord's Terminal Building consisting of approximately two hundred (200) square feet identified as Suite 111 (the "Office Premises") to be occupied by Tenant on a non-exclusive basis (the Office Premises and the Hangar Premises collectively, the "Premises").

1.04 **Initial Term.** The term of this Agreement shall commence as of the date of this Lease and shall end on ~~Dec~~ 31, 2012 (the "**Initial Term**").  
December

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 is incorporated herein by reference (the "**Memorandum of Lease**" or the "**Memorandum**"). A late charge of five percent (5.0%) of rent shall be assessed on all rent not received by the fifth (5<sup>th</sup>) of each month. If funds are insufficient for any payments made by check, note or similar instrument, then such payment shall be subject to a \$35.00 reprocessing fee. All sums of money required to be paid by Tenant to Landlord under this Lease shall bear interest at the highest annual rate permitted by law. **ALL LATE CHARGES AND OTHER SUMS DUE HEREUNDER AND UNDER THE MEMORANDUM OF LEASE SHALL BE DEEMED ADDITIONAL RENT.** Landlord may require Tenant to pay rent by a bank issued cashier's check at its discretion.

1.06 **Security Deposit.** The security deposit shall be in the amount set forth in the Memorandum of Lease (the "**Security Deposit**").

1.07 **Renewal Terms.** So long as Tenant is not in Default (as defined in Section 19.01), this Lease shall automatically be renewed at the end of the Initial Term for a one (1) year term and thereafter this Lease shall continue to be automatically renewed for subsequent renewal terms of one (1) year each (such initial renewal term and each such subsequent renewal term, a "**Renewal Term**"), unless this Lease is otherwise terminated in accordance with Section 40 of this Lease. Rent during the Renewal Term shall be in the amount set forth in the Memorandum of Lease, except that, if there is no amount set forth in the Memorandum of Lease, at the then prevailing rate charged by Landlord for similar premises, as determined by Landlord.

1.08 **Expenses.** Utility and other expenses shall be paid for as provided in Section 17.

1.09 **Permitted Uses.** Tenant shall occupy the Hangar Premises solely for the storage of Tenant's Aircraft. No other vehicles shall be stored in the Premises. Tenant shall occupy the Office Premises in connection with its administration of the Aircraft and related storage.

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

The parties to this Lease recognize and agree that the approval of this Lease by the Prime Lessor (as such term is defined in Section 25.01) is conditioned on the representations by the Landlord that this Lease, including the Memorandum of Lease, is subordinate to the Prime Lease (as such term is defined in Section 25.01) between the Prime Lessor and the Landlord and that this Lease is consistent with, and not in conflict with, any of the terms of the Prime Lease. The executed Memorandum of Lease shall not be submitted to the Prime Lessor with this Lease, but shall be subject to audit by the Prime Lessor.

3. **TERM.** The term of this Agreement shall be defined in a separate, unrecorded

Memorandum of Lease to be executed simultaneously herewith.

4. **RENT CHARGES.** The monthly rent to Landlord is to be paid by Tenant in accordance with this Lease and the Memorandum of Lease without deductions or off sets of any kind. All amounts due under this Lease and the Memorandum of Lease, including, but not limited to the monthly rent due to Landlord pursuant to Section 1.5 of this Lease, shall be considered rent.

5. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord the Security Deposit, which shall be held by Landlord without interest as security for the full and faithful performance by Tenant of its obligations hereunder. The Security Deposit may be co-mingled with other monies of Landlord. In the event of Default (as such term is defined in Section 19), 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 Deposit shall not be applied by Tenant toward the last month's rent. If any monies are withdrawn from the Security Deposit by Landlord during the Term of this Lease, Tenant shall immediately upon demand deposit with Landlord sufficient monies so that the Security Deposit is restored to its original amount.

6. **INSURANCE.**

6.01 **Insurance Coverage Requirements.** During the Term of this Lease Tenant shall keep in force at its expense the following policies: (a) Workers' Compensation Insurance per statutory coverage, as prescribed by the State where the Premises is located; (b) Employer's Liability Insurance to a limit of \$1,000,000; (c) All Risk Hull Insurance on the Aircraft in an amount of the full replacement cost of the Aircraft; (d) All-Risk Property Insurance coverage commensurate with the value of Tenant's property located on the Premises; (e) Comprehensive 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; (f) Automobile Liability Insurance, to a minimum limit of \$1,000,000 per occurrence for all Tenant's owned, non-owned and for-hire vehicles; and (g) All Risk Hull Insurance on the Aircraft in the amount of the full replacement cost of the Aircraft. If Tenant's activities in conjunction with the use of the Premises require vehicle and/or support equipment access to the Airport's aircraft operations area, then Tenant shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than \$5,000,000. Such determination shall be made by Landlord. Landlord and Prime Lessor (as defined in Section 25.01) shall be named as an additional insured on all such insurance, excepting only the Worker's Compensation policy, and such insurance shall provide that same may not be canceled or the coverage reduced without at least thirty (30) days prior 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. All of Tenant's insurance policies shall contain waivers of subrogation against Prime Lessor and Landlord and their respective agents, directors, owners, officers and employees.

To the extent that the minimum standards imposed upon occupants and users of the Airport require insurance coverage that is in addition to or greater than coverage required pursuant to this Lease, the requirements imposed by such minimum standards shall supersede the requirements of this Lease and Tenant shall be required pursuant to Section 22 of this Lease to comply with such minimum standards.

6.02 **Primary Insurance.** Consistent with the indemnification provisions of this Lease, Tenant's insurance policies shall respond on a primary basis with any insurance carried by Landlord to be construed as secondary or excess insurance.

7. **TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS OF ARTICLE 6 ABOVE, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS OR TO THE LIMITS REQUIRED HEREIN.

8. **DISCLAIMER OF LIABILITY.** LANDLORD HEREBY DISCLAIMS ANY AND ALL CLAIMS (AS DEFINED IN SECTION 9), WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR INVITEES, OR ITS INVITEES' INVITEES (EACH OF THE FOREGOING, INCLUDING TENANT, A "TENANT PARTY"), DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO AIRCRAFT OR OTHER PROPERTY OF ANY TENANT PARTY THAT MAY BE LOCATED OR STORED IN THE HANGAR, UNLESS, AND ONLY TO THE EXTENT THAT, SUCH LOSS, DAMAGE OR INJURY TO AIRCRAFT, OR OTHER PROPERTY OF ANY TENANT PARTY THAT MAY BE LOCATED OR STORED IN THE HANGAR, IS ADJUDICATED TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD. 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 THE PREMISES AND/OR OTHER SERVICES PROVIDED UNDER THIS LEASE. IN THE EVENT OF A BREACH OR DEFAULT BY LANDLORD OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE, TENANT SHALL LOOK SOLELY TO THE EQUITY OF LANDLORD IN LANDLORD'S LEASEHOLD INTEREST IN THE PREMISES FOR THE SATISFACTION OF TENANT'S REMEDIES. NO OTHER PROPERTY OR ASSETS OF ANY LANDLORD PARTY SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S REMEDIES UNDER OR WITH RESPECT TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

9. **INDEMNITY.**

9.01 **Obligation to Indemnify.** Tenant agrees to release, indemnify, and hold Landlord and each of its officers, directors, owners, agents and employees (each of the

foregoing, including Landlord, a "Landlord Party") harmless from and against any and all liabilities, damages, business interruptions, delays, losses, injuries, claims, expenses, costs and judgments of any kind whatsoever, including, without limitation, all costs, attorneys' fees and expenses and other expenses incidental thereto (each of the foregoing, a "Claim"), which may be suffered by, or charged to, any Landlord Party arising from: (a) Tenant's or a Tenant's Party's use of the Premises; (b) 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; (c) or by reason of any breach, violation or non-performance by Tenant or a Tenant Party of any covenant, warranty, representation or condition of this Lease or by any act or failure to act of those persons.

9.02. **Storm Procedures/Act of God.** It is the express sole obligation and responsibility of Tenant to provide for its and each of the Tenant Party's safety, security and evacuation and the safety, security and removal of its and their property, including the Aircraft, during any approaching storm or other weather event. Tenant agrees to comply with and abide by any provisions, plans or procedures for storm or other weather event preparedness required by Landlord, in Landlord's sole discretion, to be necessary for the safety and security of the Aircraft, the Airport, the Hangar 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 provisions, plans or procedures, if any, and further grants Landlord the authority to move the Aircraft and other property of Tenant's within any property under Landlord's control at the Airport, as Landlord deems necessary, provided that the granting of such authority does not impose upon Landlord the obligation to do so. Landlord shall not be liable for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by any Act of God, fire, flood, weather, accident, strike, labor dispute, riot insurrection, war or any other cause beyond Landlord's control, including, without limitation, any precautionary methods taken or not taken by Landlord as a result thereof.

9.03. **Vendor/Invitee or Invitees' Invitees Indemnification.** Tenant, on behalf of itself and each Tenant Party hereby releases each Landlord Party from any Claim that any Tenant Party now has or may in the future have as a result of, or in connection with, any accident, injury or damage that shall happen in or about the Premises to any Tenant Party, except to the extent that such accident, injury or damage was caused by, or arises from, the gross negligence or willful misconduct of such Landlord Party. If any Tenant Party contests this release and pursues a Claim against any Landlord Party that should otherwise be released pursuant to this Section, then Tenant shall indemnify such Landlord Party for such Claim.

9.04 **Third Party Claim.** In the event that a third party makes a Claim alleging facts that, if true, would require Tenant to indemnify under this Section, then Tenant shall indemnify against all damages incurred in connection with defending that Claim, including (without limitation) amounts paid in settlement, even though the Claim is successfully defended in whole or in part and even though the Claim is settled prior to a final determination as to the truth of such allegations; provided, however, that Landlord may not settle a Claim that would result in a Claim for indemnification by Tenant hereunder without Tenant's prior written consent.

9.05 **Notice to Landlord.** No liability shall be imposed upon Landlord, as a result of any breach by Landlord of the terms or conditions of this Lease, unless and until Landlord has been given notice of such breach and a reasonable time to cure.

10. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign, transfer or convey any interest in this Lease or let or sublet the whole or any part of the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

11. **CONDEMNATION.** The parties agree that should the entire Premises be taken or condemned by any competent authority for any public or quasi-public use or purpose during the term of this Lease, then this Lease shall terminate as of the date when possession is required for public use, unless Landlord, at its option, provides equal suitable space which shall be substituted for the Premises. In the event of a partial condemnation which renders the remainder of the Premises usable for the use stated herein in the sole discretion of Landlord, the rent shall be pro-rata diminished according to the square footage of Premises so taken. All such calculations shall be performed by Landlord. 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 so as to make the Premises unusable for the purpose for which the Premises were intended, then Tenant shall promptly notify Landlord of such casualty. Landlord shall repair and restore the buildings and improvements (exclusive of improvements installed by Tenant) so damaged or destroyed as nearly as possible to their condition prior to such casualty, limited, however, to the amount of insurance proceeds actually received by Landlord. In the meantime, if the Premises should be rendered totally unusable due to such casualty, then there shall 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 shall be no abatement of rent. The length of the abatement period shall be added to the Term of the Lease. In the event Landlord does not make the Premises useable within ninety (90) days after Landlord receives the insurance proceeds in connection with the casualty, or in any event within one hundred eighty (180) days after the date of the casualty, then Tenant may terminate this Lease by written notice to Landlord within the next ten (10) days, but shall have no other remedies. In the event the damage is partial, and the remaining Premises are usable for the use stated herein in the sole discretion of Landlord, the Rent shall be pro-rated diminished according to the square footage of Premises so damaged or destroyed. 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. Should Tenant remain in possession of the Premises after the expiration of the Term or earlier termination of this Lease, with or without the consent of Landlord, express or implied, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy at sufferance terminable on written notice by either party to the other, at double the rent installments (prorated on a monthly basis) in effect during the lease year immediately preceding the expiration of the Term of this Lease, and otherwise subject to all of the other terms, covenants and conditions of this Lease insofar as the same may be applicable to a tenancy at sufferance, without prejudice to any remedy which Landlord may have against Tenant for holding over unlawfully; provided, however, that if Tenant holds-over with the express prior written consent of Landlord, then the rent installments shall not be doubled as hereinabove provided.

14. **ALTERATIONS.**

14.01 **Alterations, Additions and Improvements.** Tenant shall not make any alterations, additions or improvements to the exterior or interior of the Premises or to any other property of Landlord without Landlord's express prior written consent, or erect or install any additional improvements, signs or equipment without Landlord's express prior written consent, which may be withheld for any reason. It is expressly understood that no signs are to be installed anywhere on the Premises without Landlord's written prior and explicit consent. Unless Landlord otherwise elects in writing, any alterations, additions or improvements approved by Landlord shall be removed by Tenant upon the earlier of any expiration or termination of the Term, and Tenant at its expense shall restore the Premises to the condition that the Premises were in prior to such alterations, additions or improvements prior to the earlier of the expiration or termination of the Term.

14.02 **Liens.** If any mechanic's, materialmen's or construction lien is recorded against the Premises or against Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, then Tenant shall, within thirty (30) days after the recording thereof, cause such lien to be discharged or bonded off of record. In any event, neither Prime Lessor's nor Landlord's interest in the Premises shall be subject to any lien arising out of any work, labor, services or materials supplied or claimed to have been supplied to or for Tenant. Tenant shall never, under any circumstances, have the power to subject the interest of Landlord or Prime Lessor in the Premises to any mechanics', construction or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering Tenant to encumber or cause Landlord to encumber the title or interest of Landlord in the Premises. Any lien filed against the Premises in violation of this Section shall be null and void and of no force or effect.

15. **MAINTENANCE; PARKING AND PETS.**

15.01 **Obligation to Maintain.** Landlord shall maintain the exterior structural components of the Hangar. Landlord shall have no other obligation with respect to maintenance. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted by Tenant to accumulate within or about the Hangar. Tenant shall be in Default (as such term is defined in Section 19.01 of this Lease), if Tenant or any Tenant Party causes damage to Landlord's property.

15.02 **Disposition of Oil, Gas and Harmful Substances.** Neither Tenant nor any Tenant Party shall dump oil, gas or any harmful substance anywhere on Landlord's property or leasehold other than in appropriate disposal containers. In connection therewith, in the event any asphalt is damaged due to such dumping or leaking of any gasoline or oil or other harmful substance, then Tenant shall immediately repair same at Tenant's expense within five (5) days after written notice from Landlord, or, at Landlord's option, Landlord shall repair same, in which event Tenant shall reimburse Landlord for all of Landlord's costs and expenses relating to such repair within five (5) days of written demand therefore by Landlord. Tenant agrees not to perform or have performed any major maintenance of the Aircraft or its equipment (as such maintenance is specified in Federal Aviation Regulation 43.17, Appendix A) in the Premises or anywhere else in the Hangar, and that only preventive maintenance, avionic servicing, data updates and (progressive) inspection checks of the Aircraft by Tenant in accordance with the Aircraft manufacturer's maintenance checks may be performed therein. Notwithstanding the foregoing, Landlord requires that all fluid changes be done in the multi-use hangar designated by Landlord.

15.03 **Parking of Vehicles.** Neither Tenant nor any Tenant Party shall tie-down, park or store the Aircraft outside of the Premises overnight, unless expressly authorized by Landlord. Tenant (or any of its representatives or contractors) shall not leave the Aircraft outside of the Premises unattended, unless expressly authorized by Landlord. Tenant or a Tenant Party shall not store boats, trucks, trailers or mobile homes in the Premises, the Hangar or anywhere else on Landlord's property, other than automobiles parked in Landlord's designated customer parking lot.

15.04 **Pets.** Neither Tenant nor any Tenant Party shall bring pets or other animals onto the Premises or anywhere else on Landlord's property or leasehold, except for handicap assistance animals and pets or other animals that shall be transported.

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

17. **UTILITY AND OTHER EXPENSES.** So long as Tenant is not in default, Landlord shall pay electricity, water and sewer consumed on the Premises and common area maintenance expenses, except as otherwise provided in this Lease. 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 to the addresses shown on the front page of this Lease, or to such other address as either party may have furnished by prior written notice sent pursuant hereto. Any notices permitted or required to be given by the terms of this Lease shall be deemed sufficient if personally delivered or delivered by United States certified mail or by overnight delivery service, in either case with proper postage or delivery charges prepaid and the proper address affixed thereto, and such notice shall be deemed effective upon the earlier of the recipient's actual receipt or two (2) business days after the date that such notice was deposited with the United States Postal Service or an overnight delivery service in accordance with this Section. In the case of notices to Tenant, any notice permitted or required to be given by the terms of this Lease shall also be deemed sufficient when delivered to or left at the Premises.

19. **DEFAULT.**

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

- (a) Tenant shall vacate or abandon the Premises.
- (b) 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 this Lease, the Memorandum or any other agreement between Tenant and Landlord, including, without limitation, the failure to make a fuel guaranty payment, if applicable, where such failure shall continue for a period of ten (10) days after written notice of such event to Tenant.
- (c) The failure by Tenant to fully observe or perform any of the terms, conditions, covenants, or provisions set forth in this Lease, the Memorandum or any other agreement between Tenant and Landlord to be observed or performed by Tenant, other than as described in subsections 19.01(a) and (b) above, where such failure continues for a period of fifteen (15) days (or such shorter time period as may be required in order to avoid a default under the Prime Lease) after written notice of such failure to Tenant.
- (d) To the extent permitted by law, (i) the making by Tenant of any general assignment or general arrangement for the benefit of creditors, (ii) 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, (iii) 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 Premises or (iv) the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located on or at the Premises, or of Tenant's interest in this Lease, where such attachment, execution or other judicial seizure is not discharged within thirty (30) days of its implementation.

19.02 **Remedies.** In the event of a Default by Tenant, Landlord may, at any time thereafter, with or without further notice or demand, and without limiting any other right or remedy, at law or in equity, which Landlord may have under this Lease or under any law by reason of such Default, elect to exercise any one of the following remedies:

(a) Landlord may, but shall not be obligated to, cure any Default by Tenant that can be cured by an expenditure of money, after which Landlord shall be promptly reimbursed by Tenant for any such expenditure, together with interest accruing thereon at the highest rate permitted by applicable law.

(b) Landlord may obtain injunctive and declaratory relief, temporary or permanent, or both, against Tenant or any acts, conduct or omissions of Tenant, and further to obtain specific performance of any term, covenant or condition of this Lease.

(c) Landlord may enter and take possession of the Premises in accordance with applicable Florida law and relet the Premises at such price and upon such terms, and for such duration of time, as Landlord may determine in its sole discretion, and receive the rent and apply the same to the payment of the rent due from Tenant, and Tenant shall pay to Landlord as liquidated damages any deficiency resulting therefrom, but any excess monies shall be the sole property of Landlord.

(d) Landlord may terminate this Lease and Landlord shall resume possession of the Premises and all improvements thereon wholly discharged from this Lease. In furtherance thereof, 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, in accordance with applicable Florida law, and to the extent permitted by applicable Florida law Tenant hereby waives any and all notices and legal proceedings to recover possession of the Premises.

(e) Landlord may, on a monthly basis, bring suit against Tenant for damages resulting from Tenant's failure to pay the then due monthly installment of rent or other amounts due and any other unpaid rent or other amounts due to such date.

In addition to and not in lieu of any of the foregoing, Landlord may pursue any other remedy which may now or hereafter be available to Landlord under this Agreement or applicable law.

19.03 **Acceleration.** If Tenant is in Default, Landlord may declare the entire balance of all forms of rent due under this Lease, the Memorandum and/or any other agreement between Landlord and Tenant, including, without limitation, any and all fuel guaranty payments, if applicable, for the remainder of the Term to be immediately due and payable and may collect the then present value of such rents (calculated using a discount rate equal to the discount rate of the Miami, Florida branch of the Federal Reserve Bank in effect as of the date of the Default), including the present value of the fuel guaranty payments, if any.

19.04 **Claim for Damages.** Notwithstanding any term or provision of this Lease which may be to the contrary, Landlord shall have the right to bring an action against Tenant for any Claim, which Landlord may incur as a result of, or arising out of, the occurrence of a Default by Tenant, and Landlord reserves any and all rights which any applicable law may confer upon a landlord against a tenant in default. Tenant hereby waives any additional notice which Tenant

may be entitled to under any applicable law. Tenant agrees to pay all costs of enforcement, eviction, collection, and reasonable attorneys' fees, in the event Landlord engages the services of an attorney or commences proceedings, in pre-trial, trial, appeal and/or bankruptcy, against Tenant. Landlord's remedies hereunder are cumulative and shall be in addition to all legal remedies. Failure to promptly exercise any right in this Lease shall not be deemed a waiver of said right.

19.05 **Landlord's Lien Rights.** Tenant acknowledges that Landlord is providing services under this Lease and that such services are a material component of the consideration received by Tenant for the rent to be paid by Tenant hereunder. As a provider of services to the Aircraft, Tenant acknowledges that in addition to the foregoing Landlord shall have all rights of a lienor under Sections 713.58 and 329.41 of the Florida Statutes for any uncollected charges of rent.

19.06 **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, 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. 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 Lease.

20. **HABITUAL DEFAULT.** Notwithstanding the foregoing, in the event that Tenant has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by Tenant of the same type and kind, in the sole opinion of Landlord and regardless of whether Tenant has cured each such individual condition of breach or default as provided in this Lease hereinabove, Tenant shall be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Three (3) such notices to Tenant by Landlord shall require Tenant to deposit with Landlord an amount equal to twice the amount of the Security Deposit deposited by Tenant pursuant to Section 5 upon initiation of this Lease and negate any renewal options offered to Tenant pursuant to Section 1.07, at the sole discretion of Landlord.

21. **USE.**

21.01 **Rules and Regulations.** The Premises shall be used and occupied by Tenant solely for the purposes set forth in Section 1.09 above and for no other purposes whatsoever. Without limiting the foregoing, Tenant 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.

21.02 **Substitution of Premises:** Tenant acknowledges that Landlord cannot guarantee that Tenant shall have the same space within the Hangar as its Premises every day. Landlord agrees that although it cannot guarantee the same space within the Hangar every day, it shall make reasonable efforts to ensure that the Aircraft is stored in a hangar. Landlord, however, shall retain the right to move, park and/or relocate the Aircraft to a new space within a hangar in the event that Landlord, in its sole discretion, determines that such a move is necessary or appropriate.

21.03 **Services Provided:** Landlord shall 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 express prior written permission from Landlord. In addition, Landlord may remove the Aircraft from the Premises or move the Aircraft within the Hangar when necessary to do so for purposes of Landlord's operations or hangar maintenance or repair. In such instances, the Aircraft shall be replaced within the Premises, as Landlord's operations shall reasonably permit. Landlord shall have no liability for the normal wear and tear on the Aircraft associated with such movement of the Aircraft to and from the ramp or about the Hangar.

22. **COMPLIANCE WITH GOVERNMENTAL AND AIRPORT REGULATIONS.** Tenant shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments, bureaus, agencies or other authorities exercising jurisdiction over the Premises, including FAA regulations and the minimum standards, rules and regulations applicable to users and occupants of the Airport, and shall comply with all rules and regulations promulgated by Landlord of which Tenant is notified; including, without limitation, rules, plans and procedures established for the safety and security of aircraft, hangars, crew and passengers in the event of an approaching storm, whether or not such storm is forecast to or actually reaches hurricane status. Tenant acknowledges that pursuant to the terms of the Prime Lease, Prime Lessor reserves the right to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from or operating within the Airport.

23. **SAFE USE OF PREMISES.** Tenant agrees to make no unlawful, offensive or noxious use of the leased Premises. In addition, no explosives, firearms, volatile or flammable chemicals, or any other property which would materially increase the hazard of fire shall be stored on the leased Premises.

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

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

25.01 **Prime Lease.** It is acknowledged that this Lease is a sublease, and that Landlord has leased certain property (the "Prime Lease"), which includes the Premises, from the governmental authority ("Prime Lessor") which owns the Airport in which the Premises are located. This Lease shall be subordinate to the Prime Lease and any amendments thereto. Tenant shall be bound by the terms and conditions of the Prime Lease, and shall not do anything which shall result in a default by Landlord under the Prime Lease, and shall comply with all applicable provisions of the Prime Lease, and this Lease shall be subject to the approval of the Prime Lessor. Tenant shall promptly reimburse Landlord for any expense of Landlord incurred in connection with the review of and the submission to Prime Lessor of any request of Tenant for the consent of Landlord and/or Prime Lessor to any transaction, action or event relating to or affecting this Lease, the Premises or Tenant's operation on the Airport. Tenant shall not communicate directly with Prime Lessor with respect to any matter concerning this Lease or the Premises. Any such communication shall be directed to Landlord.

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

25.03 **Attornment.** Tenant agrees that in the event of a sale, transfer or assignment of Landlord's interest in the Premises, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord encumbering the Premises, to attorn to and to recognize such transferee, purchaser or mortgagee as the landlord under this Lease.

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

27. **RIGHT OF ENTRY.** Landlord shall have the right to enter the Premises at any time in order to examine same, to make repairs, additions or alterations, as may be necessary or advisable for the safety, improvement or preservation thereof, and to exhibit the Premises for rental purposes.

28. **TAXES.**

28.01 **Real Estate Taxes.** Tenant shall be responsible for all real estate taxes, if any, and for assessments and special assessments charged by any governmental authority against the Premises (as to the land and/or the improvements contained thereon from time to time) during the Term, if any. In the event any taxes are required to be paid by applicable law in lieu of real estate

taxes, then Tenant shall be responsible for paying same to Landlord in the same manner as provided herein as to real estate taxes. Such real estate taxes and assessments shall be due and payable by Tenant to Landlord within ten (10) days after written demand by Landlord, which demand shall include a copy of the then current real estate tax bill or assessment. The amount of taxes payable by Tenant shall be prorated as to the first and last years of this Lease based upon the number of days during the respective calendar years in which this Lease is in effect. To the extent that this Lease terminates or expires prior to the time that the tax bill has been issued for that applicable calendar year, the parties shall prorate the taxes as of the expiration or termination date based upon the prior year's tax bill, which shall be subject to re-proration upon receipt of the actual tax bill for such year. This paragraph shall survive the expiration or termination of this Lease. In the event taxes are imposed upon property of which the Premises is only a part, Landlord shall prorate such taxes so that Tenant's percentage share of such taxes is a reasonable representation of the Premises expressed as a percentage of the entire property being taxed.

28.02 **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.

28.03. **Sales Tax.** Tenant shall pay to Landlord, simultaneously with each payment, all applicable state and/or local sales, use or excise taxes.

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 together with the Memorandum of Lease represents the entire agreement between the parties, and supersedes any other statements, conditions, representations or commitments with respect to the subject matter hereof.

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

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

33. **MODIFICATION.** No modification of this Lease shall 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 shall be given to both parties.

34. **FAA REQUIREMENTS.** Tenant is aware that the Federal Aviation Administration regulates the use of airports. Tenant, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color or natural origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by

Part 21 of the Regulations of the Secretary of Transportation. Landlord is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct in enforcing this non-discrimination covenant. Tenant understands and agrees that the governmental authority owning the Airport has reserved unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from, or operation of the Airport. Tenant expressly agrees for itself, 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.**

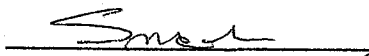
35.01 **Compliance with All Laws.** Tenant agrees that it shall comply with all environmental laws, whether local, state or federal, as same may be amended from time to time. Without limiting the foregoing, Tenant agrees that it shall (a) give written notice to Landlord at least seven (7) days in advance of any production, generation, handling, storage, treatment, transportation, disposal, release or removal of Hazardous Waste (as defined in Section 35.02 below) from or on the Premises; (b) not use or employ the Premises or any portion of the land to handle, transport, store, treat or dispose of any Hazardous Waste, whether or not it was generated or produced on the Premises, except those materials used by Tenant in the ordinary course of the routine light cleaning and/or preventive maintenance of the Aircraft by Tenant pursuant to Part 43 of FAA Regulations, Appendix "A," and in accordance with the Aircraft manufacturer's maintenance checks, which materials shall not exceed twenty-five (25) gallons in the aggregate and which shall be handled, stored and disposed of in compliance with all federal, state and local laws pertaining thereto; and (c) defend, indemnify and hold Landlord harmless from and against any and all Claims of any kind whatsoever, including, but not limited to, attorneys' fees and costs at all tribunal levels, which Landlord may suffer, incur or pay resulting from or arising out of any act or omission of Tenant, or Tenant's agents or invitees, or any other person on the Premises under color of authority of Tenant, effecting the handling, storage, treatment, transportation, disposal, release or threat of release, or removal of Hazardous Waste from or on the Premises or any portion of the land. Prior to Tenant producing, storing, and/or generating any Hazardous Waste from or on the Premises, Tenant shall obtain (and provide Landlord with customary evidence that it has obtained) environmental liability insurance naming Landlord and any mortgagee as additional insureds. Such insurance shall be issued by a company with minimum limits of coverage satisfactory to Landlord.

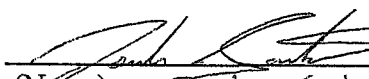
35.02 **Definition of Hazardous Waste.** The term "Hazardous Waste" shall include, without limitation, any toxic waste, chemical pollutant, solid waste, combination of solid waste, or similar environmental hazard, which, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause or significantly contribute to (a) an increase in mortality, (b) an irreversible or incapacitating illness, or (c) a substantial, present, or potential hazard to human health or the environment, when improperly treated, stored, transported or

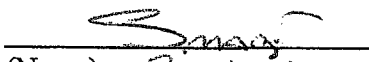
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year above written.

**WITNESSES:**

  
(Name) Jonah Santora


  
(Name) Seth Mager

  
(Name) Jonah Santora

  
(Name) Seth Mager

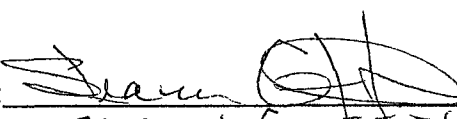
**LANDLORD:**

**GALAXY AVIATION OF PALM  
BEACH, INC.**

By:   
Name: Jonathan Miller  
Title: EVP

**TENANT:**

**EXECUTIVE AIRLINK, INC.**

By:   
Name: SHARON GRIFFITH  
Title: PRESIDENT



## CONSENT TO SUBLEASE

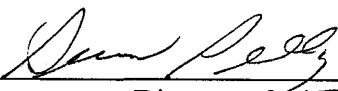
**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Galaxy Aviation of Palm Beach, Inc. (the "LESSEE"), dated October 18, 2000 (R-2000-1067), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated August 19, 2011, and commencing on September 1, 2011, (the "Sublease") with SK Jets, 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.

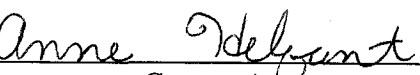
It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

OCT 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

## COMMUNITY HANGAR AND OFFICE LEASE AGREEMENT

THIS LEASE is made on the 19 day of <sup>AUGUST</sup> ~~July~~ 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").

### 1. GENERAL INFORMATION

#### 1.01 Tenant's Full Legal Name and Mailing Address

SK Jets, Inc.  
702 Southwest 34<sup>th</sup> Street  
Ft. Lauderdale, Florida 33315

Tenant represents and warrants to Landlord that it is a limited liability company duly organized and in good standing under the laws of the State of Florida.

#### 1.02 Type(s) of Aircraft (Make/Model/Registration No.).

Make & Model: Citation 500  
Registration No.: N800CJ

Tenant shall be required to get the prior written approval from Landlord to store substitute aircraft(s) in the Premises (as such term is defined below). In the event Landlord approves such substitution, the rent for the Premises shall be adjusted by Landlord based on the difference in space, if any, occupied by such substitute aircraft (the above described aircraft and any substitute aircraft approved by Landlord, the "Aircraft").

#### 1.03 Premises.

(a) That portion of hangar space in any one of Landlord's hangars (the "Hangar") located at 3800 Southern Boulevard, West Palm Beach, Florida 33406 at the Palm Beach County International Airport (the "Airport") in the City of West Palm Beach, Florida, which shall be adequate to store the Aircraft (such portion of the Hangar, the "Hangar Premises"). The Hangar Premises is not a specific area of the Hangar, as aircraft may be stored in the Hangar on a "first come, first served" basis, such that the Aircraft may be stored in a different location within the Hangar, depending on, among other things, which space is available when the Aircraft returns from a flight.

1.04 Initial Term. The term of this Agreement shall commence on <sup>SEPTEMBER</sup> ~~August~~ 1, 2011 and shall end on <sup>AUGUST</sup> ~~July~~ 31, 2012 (the "Initial Term").

1.05 Rent During Initial Term. The monthly rent to Landlord is to be paid by Tenant in accordance with a separate, unrecorded Memorandum of Lease to be executed simultaneously herewith and which is incorporated herein by reference (the "Memorandum of Lease" or the

"Memorandum"). A late charge of five percent (5.0%) of rent shall be assessed on all rent not received by the fifth (5<sup>th</sup>) of each month. If funds are insufficient for any payments made by check, note or similar instrument, then such payment shall be subject to a \$35.00 reprocessing fee. All sums of money required to be paid by Tenant to Landlord under this Lease shall bear interest at the highest annual rate permitted by law. **ALL LATE CHARGES AND OTHER SUMS DUE HEREUNDER AND UNDER THE MEMORANDUM OF LEASE SHALL BE DEEMED ADDITIONAL RENT.** Landlord may require Tenant to pay rent by a bank issued cashier's check at its discretion.

1.06 **Security Deposit.** The security deposit shall be in the amount set forth in the Memorandum of Lease (the "Security Deposit").

1.07 **Renewal Terms.** So long as Tenant is not in Default (as defined in Section 19.01), this Lease shall automatically be renewed at the end of the Initial Term for a one (1) year term and thereafter this Lease shall continue to be automatically renewed for subsequent renewal terms of one (1) year each (such initial renewal term and each such subsequent renewal term, a "Renewal Term"), unless this Lease is otherwise terminated in accordance with Section 40 of this Lease. Rent during the Renewal Term shall be in the amount set forth in the Memorandum of Lease, except that, if there is no amount set forth in the Memorandum of Lease, at the then prevailing rate charged by Landlord for similar premises, as determined by Landlord.

1.08 **Expenses.** Utility and other expenses shall be paid for as provided in Section 17.

1.09 **Permitted Uses.** Tenant shall occupy the Hangar Premises solely for the storage of Tenant's Aircraft. No other vehicles shall be stored in the Premises.

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

The parties to this Lease recognize and agree that the approval of this Lease by the Prime Lessor (as such term is defined in Section 25.01) is conditioned on the representations by the Landlord that this Lease, including the Memorandum of Lease, is subordinate to the Prime Lease (as such term is defined in Section 25.01) between the Prime Lessor and the Landlord and that this Lease is consistent with, and not in conflict with, any of the terms of the Prime Lease. The executed Memorandum of Lease shall not be submitted to the Prime Lessor with this Lease, but shall be subject to audit by the Prime Lessor.

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

4. **RENT CHARGES.** The monthly rent to Landlord is to be paid by Tenant in accordance with this Lease and the Memorandum of Lease without deductions or off sets of any kind. All amounts due under this Lease and the Memorandum of Lease, including, but not limited to the monthly rent due to Landlord pursuant to Section 1.5 of this Lease, shall be considered rent.

5. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord the Security Deposit, which shall be held by Landlord without interest as security for the full and faithful performance by Tenant of its obligations hereunder. The Security Deposit may be co-mingled with other monies of Landlord. In the event of Default (as such term is defined in Section 19), 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 Deposit shall not be applied by Tenant toward the last month's rent. If any monies are withdrawn from the Security Deposit by Landlord during the Term of this Lease, Tenant shall immediately upon demand deposit with Landlord sufficient monies so that the Security Deposit is restored to its original amount.

6. **INSURANCE.**

6.01 **Insurance Coverage Requirements.** During the Term of this Lease Tenant shall keep in force at its expense the following policies: (a) Workers' Compensation Insurance per statutory coverage, as prescribed by the State where the Premises is located; (b) Employer's Liability Insurance to a limit of \$1,000,000; (c) All Risk Hull Insurance on the Aircraft in an amount of the full replacement cost of the Aircraft; (d) All-Risk Property Insurance coverage commensurate with the value of Tenant's property located on the Premises; (e) Comprehensive 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; (f) Automobile Liability Insurance, to a minimum limit of \$1,000,000 per occurrence for all Tenant's owned, non-owned and for-hire vehicles; and (g) All Risk Hull Insurance on the Aircraft in the amount of the full replacement cost of the Aircraft. If Tenant's activities in conjunction with the use of the Premises require vehicle and/or support equipment access to the Airport's aircraft operations area, then Tenant shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than \$5,000,000. Such determination shall be made by Landlord. Landlord and Prime Lessor (as defined in Section 25.01) shall be named as an additional insured on all such insurance, excepting only the Worker's Compensation policy, and such insurance shall provide that same may not be canceled or the coverage reduced without at least thirty (30) days prior 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. All of Tenant's insurance policies shall contain waivers of subrogation against Prime Lessor and Landlord and their respective agents, directors, owners, officers and employees.

To the extent that the minimum standards imposed upon occupants and users of the Airport require insurance coverage that is in addition to or greater than coverage required pursuant to this Lease, the requirements imposed by such minimum standards shall supersede the requirements of this Lease and Tenant shall be required pursuant to Section 22 of this Lease to comply with such minimum standards.

6.02 **Primary Insurance.** Consistent with the indemnification provisions of this Lease, Tenant's insurance policies shall respond on a primary basis with any insurance carried by Landlord to be construed as secondary or excess insurance.

7. **TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS OF ARTICLE 6 ABOVE, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS OR TO THE LIMITS REQUIRED HEREIN.

8. **DISCLAIMER OF LIABILITY.** LANDLORD HEREBY DISCLAIMS ANY AND ALL CLAIMS (AS DEFINED IN SECTION 9), WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR INVITEES, OR ITS INVITEES' INVITEES (EACH OF THE FOREGOING, INCLUDING TENANT, A "TENANT PARTY"), DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO AIRCRAFT OR OTHER PROPERTY OF ANY TENANT PARTY THAT MAY BE LOCATED OR STORED IN THE HANGAR, UNLESS, AND ONLY TO THE EXTENT THAT, SUCH LOSS, DAMAGE OR INJURY TO AIRCRAFT, OR OTHER PROPERTY OF ANY TENANT PARTY THAT MAY BE LOCATED OR STORED IN THE HANGAR, IS ADJUDICATED TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD. 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 THE PREMISES AND/OR OTHER SERVICES PROVIDED UNDER THIS LEASE. IN THE EVENT OF A BREACH OR DEFAULT BY LANDLORD OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE, TENANT SHALL LOOK SOLELY TO THE EQUITY OF LANDLORD IN LANDLORD'S LEASEHOLD INTEREST IN THE PREMISES FOR THE SATISFACTION OF TENANT'S REMEDIES. NO OTHER PROPERTY OR ASSETS OF ANY LANDLORD PARTY SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S REMEDIES UNDER OR WITH RESPECT TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

9. **INDEMNITY.**

9.01 **Obligation to Indemnify.** Tenant agrees to release, indemnify, and hold Landlord and each of its officers, directors, owners, agents and employees (each of the foregoing, including Landlord, a "Landlord Party") harmless from and against any and all liabilities, damages, business interruptions, delays, losses, injuries, claims, expenses, costs and judgments of any kind whatsoever, including, without limitation, all costs, attorneys' fees and expenses and other expenses incidental thereto (each of the foregoing, a "Claim"), which may be suffered by, or charged to, any Landlord Party arising from: (a) Tenant's or a Tenant's Party's

use of the Premises; (b) 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; (c) or by reason of any breach, violation or non-performance by Tenant or a Tenant Party of any covenant, warranty, representation or condition of this Lease or by any act or failure to act of those persons.

9.02. **Storm Procedures/Act of God.** It is the express sole obligation and responsibility of Tenant to provide for its and each of the Tenant Party's safety, security and evacuation and the safety, security and removal of its and their property, including the Aircraft, during any approaching storm or other weather event. Tenant agrees to comply with and abide by any provisions, plans or procedures for storm or other weather event preparedness required by Landlord, in Landlord's sole discretion, to be necessary for the safety and security of the Aircraft, the Airport, the Hangar 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 provisions, plans or procedures, if any, and further grants Landlord the authority to move the Aircraft and other property of Tenant's within any property under Landlord's control at the Airport, as Landlord deems necessary, provided that the granting of such authority does not impose upon Landlord the obligation to do so. Landlord shall not be liable for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by any Act of God, fire, flood, weather, accident, strike, labor dispute, riot insurrection, war or any other cause beyond Landlord's control, including, without limitation, any precautionary methods taken or not taken by Landlord as a result thereof.

9.03. **Vendor/Invitee or Invitees' Invitees Indemnification.** Tenant, on behalf of itself and each Tenant Party hereby releases each Landlord Party from any Claim that any Tenant Party now has or may in the future have as a result of, or in connection with, any accident, injury or damage that shall happen in or about the Premises to any Tenant Party, except to the extent that such accident, injury or damage was caused by, or arises from, the gross negligence or willful misconduct of such Landlord Party. If any Tenant Party contests this release and pursues a Claim against any Landlord Party that should otherwise be released pursuant to this Section, then Tenant shall indemnify such Landlord Party for such Claim.

9.04 **Third Party Claim.** In the event that a third party makes a Claim alleging facts that, if true, would require Tenant to indemnify under this Section, then Tenant shall indemnify against all damages incurred in connection with defending that Claim, including (without limitation) amounts paid in settlement, even though the Claim is successfully defended in whole or in part and even though the Claim is settled prior to a final determination as to the truth of such allegations; provided, however, that Landlord may not settle a Claim that would result in a Claim for indemnification by Tenant hereunder without Tenant's prior written consent.

9.05 **Notice to Landlord.** No liability shall be imposed upon Landlord, as a result of any breach by Landlord of the terms or conditions of this Lease, unless and until Landlord has been given notice of such breach and a reasonable time to cure.

10. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign, transfer or convey any interest in this Lease or let or sublet the whole or any part of the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

11. **CONDEMNATION.** The parties agree that should the entire Premises be taken or condemned by any competent authority for any public or quasi-public use or purpose during the term of this Lease, then this Lease shall terminate as of the date when possession is required for public use, unless Landlord, at its option, provides equal suitable space which shall be substituted for the Premises. In the event of a partial condemnation which renders the remainder of the Premises usable for the use stated herein in the sole discretion of Landlord, the rent shall be pro-rata diminished according to the square footage of Premises so taken. All such calculations shall be performed by Landlord. 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 so as to make the Premises unusable for the purpose for which the Premises were intended, then Tenant shall promptly notify Landlord of such casualty. Landlord shall repair and restore the buildings and improvements (exclusive of improvements installed by Tenant) so damaged or destroyed as nearly as possible to their condition prior to such casualty, limited, however, to the amount of insurance proceeds actually received by Landlord. In the meantime, if the Premises should be rendered totally unusable due to such casualty, then there shall 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 shall be no abatement of rent. The length of the abatement period shall be added to the Term of the Lease. In the event Landlord does not make the Premises useable within ninety (90) days after Landlord receives the insurance proceeds in connection with the casualty, or in any event within one hundred eighty (180) days after the date of the casualty, then Tenant may terminate this Lease by written notice to Landlord within the next ten (10) days, but shall have no other remedies. In the event the damage is partial, and the remaining Premises are usable for the use stated herein in the sole discretion of Landlord, the Rent shall be pro-rated diminished according to the square footage of Premises so damaged or destroyed. 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. Should Tenant remain in possession of the Premises after the expiration of the Term or earlier termination of this Lease, with or without the consent of Landlord, express or implied, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy at sufferance terminable on written notice by either party to the other, at double the rent installments (prorated on a monthly basis) in effect during the lease year immediately preceding the expiration of the Term of this Lease, and otherwise subject to all of the other terms, covenants and conditions of this Lease insofar as the

same may be applicable to a tenancy at sufferance, without prejudice to any remedy which Landlord may have against Tenant for holding over unlawfully; provided, however, that if Tenant holds-over with the express prior written consent of Landlord, then the rent installments shall not be doubled as hereinabove provided.

14. **ALTERATIONS.**

14.01 **Alterations, Additions and Improvements.** Tenant shall not make any alterations, additions or improvements to the exterior or interior of the Premises or to any other property of Landlord without Landlord's express prior written consent, or erect or install any additional improvements, signs or equipment without Landlord's express prior written consent, which may be withheld for any reason. It is expressly understood that no signs are to be installed anywhere on the Premises without Landlord's written prior and explicit consent. Unless Landlord otherwise elects in writing, any alterations, additions or improvements approved by Landlord shall be removed by Tenant upon the earlier of any expiration or termination of the Term, and Tenant at its expense shall restore the Premises to the condition that the Premises were in prior to such alterations, additions or improvements prior to the earlier of the expiration or termination of the Term.

14.02 **Liens.** If any mechanic's, materialmen's or construction lien is recorded against the Premises or against Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, then Tenant shall, within thirty (30) days after the recording thereof, cause such lien to be discharged or bonded off of record. In any event, neither Prime Lessor's nor Landlord's interest in the Premises shall be subject to any lien arising out of any work, labor, services or materials supplied or claimed to have been supplied to or for Tenant. Tenant shall never, under any circumstances, have the power to subject the interest of Landlord or Prime Lessor in the Premises to any mechanics', construction or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering Tenant to encumber or cause Landlord to encumber the title or interest of Landlord in the Premises. Any lien filed against the Premises in violation of this Section shall be null and void and of no force or effect.

15. **MAINTENANCE; PARKING AND PETS.**

15.01 **Obligation to Maintain.** Landlord shall maintain the exterior structural components of the Hangar. Landlord shall have no other obligation with respect to maintenance. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted by Tenant to accumulate within or about the Hangar. Tenant shall be in Default (as such term is defined in Section 19.01 of this Lease), if Tenant or any Tenant Party causes damage to Landlord's property.

15.02 **Disposition of Oil, Gas and Harmful Substances.** Neither Tenant nor any Tenant Party shall dump oil, gas or any harmful substance anywhere on Landlord's property or leasehold other than in appropriate disposal containers. In connection therewith, in the event any asphalt is damaged due to such dumping or leaking of any gasoline or oil or other harmful substance, then Tenant shall immediately repair same at Tenant's expense within five (5) days after written notice from Landlord, or, at Landlord's option, Landlord shall repair same, in which



event Tenant shall reimburse Landlord for all of Landlord's costs and expenses relating to such repair within five (5) days of written demand therefore by Landlord. Tenant agrees not to perform or have performed any major maintenance of the Aircraft or its equipment (as such maintenance is specified in Federal Aviation Regulation 43.17, Appendix A) in the Premises or anywhere else in the Hangar, and that only preventive maintenance, avionic servicing, data updates and (progressive) inspection checks of the Aircraft by Tenant in accordance with the Aircraft manufacturer's maintenance checks may be performed therein. Notwithstanding the foregoing, Landlord requires that all fluid changes be done in the multi-use hangar designated by Landlord.

15.03 **Parking of Vehicles.** Neither Tenant nor any Tenant Party shall tie-down, park or store the Aircraft outside of the Premises overnight, unless expressly authorized by Landlord. Tenant (or any of its representatives or contractors) shall not leave the Aircraft outside of the Premises unattended, unless expressly authorized by Landlord. Tenant or a Tenant Party shall not store boats, trucks, trailers or mobile homes in the Premises, the Hangar or anywhere else on Landlord's property, other than automobiles parked in Landlord's designated customer parking lot.

15.04 **Pets.** Neither Tenant nor any Tenant Party shall bring pets or other animals onto the Premises or anywhere else on Landlord's property or leasehold, except for handicap assistance animals and pets or other animals that shall be transported.

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

17. **UTILITY AND OTHER EXPENSES.** So long as Tenant is not in default, Landlord shall pay electricity, water and sewer consumed on the Premises and common area maintenance expenses, except as otherwise provided in this Lease. 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 to the addresses shown on the front page of this Lease, or to such other address as either party may have furnished by prior written notice sent pursuant hereto. Any notices permitted or required to be given by the terms of this Lease shall be deemed sufficient if personally delivered

or delivered by United States certified mail or by overnight delivery service, in either case with proper postage or delivery charges prepaid and the proper address affixed thereto, and such notice shall be deemed effective upon the earlier of the recipient's actual receipt or two (2) business days after the date that such notice was deposited with the United States Postal Service or an overnight delivery service in accordance with this Section. In the case of notices to Tenant, any notice permitted or required to be given by the terms of this Lease shall also be deemed sufficient when delivered to or left at the Premises.

19. **DEFAULT.**

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

- (a) Tenant shall vacate or abandon the Premises.
- (b) 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 this Lease, the Memorandum or any other agreement between Tenant and Landlord, including, without limitation, the failure to make a fuel guaranty payment, if applicable, where such failure shall continue for a period of ten (10) days after written notice of such event to Tenant.
- (c) The failure by Tenant to fully observe or perform any of the terms, conditions, covenants, or provisions set forth in this Lease, the Memorandum or any other agreement between Tenant and Landlord to be observed or performed by Tenant, other than as described in subsections 19.01(a) and (b) above, where such failure continues for a period of fifteen (15) days (or such shorter time period as may be required in order to avoid a default under the Prime Lease) after written notice of such failure to Tenant.
- (d) To the extent permitted by law, (i) the making by Tenant of any general assignment or general arrangement for the benefit of creditors, (ii) 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, (iii) 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 Premises or (iv) the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located on or at the Premises, or of Tenant's interest in this Lease, where such attachment, execution or other judicial seizure is not discharged within thirty (30) days of its implementation.

19.02 **Remedies.** In the event of a Default by Tenant, Landlord may, at any time thereafter, with or without further notice or demand, and without limiting any other right or remedy, at law or in equity, which Landlord may have under this Lease or under any law by reason of such Default, elect to exercise any one of the following remedies:

- (a) Landlord may, but shall not be obligated to, cure any Default by Tenant that can be cured by an expenditure of money, after which Landlord shall be promptly reimbursed by Tenant for any such expenditure, together with interest accruing thereon at the highest rate permitted by applicable law.

(b) Landlord may obtain injunctive and declaratory relief, temporary or permanent, or both, against Tenant or any acts, conduct or omissions of Tenant, and further to obtain specific performance of any term, covenant or condition of this Lease.

(c) Landlord may enter and take possession of the Premises in accordance with applicable Florida law and relet the Premises at such price and upon such terms, and for such duration of time, as Landlord may determine in its sole discretion, and receive the rent and apply the same to the payment of the rent due from Tenant, and Tenant shall pay to Landlord as liquidated damages any deficiency resulting therefrom, but any excess monies shall be the sole property of Landlord.

(d) Landlord may terminate this Lease and Landlord shall resume possession of the Premises and all improvements thereon wholly discharged from this Lease. In furtherance thereof, 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, in accordance with applicable Florida law, and to the extent permitted by applicable Florida law Tenant hereby waives any and all notices and legal proceedings to recover possession of the Premises.

(e) Landlord may, on a monthly basis, bring suit against Tenant for damages resulting from Tenant's failure to pay the then due monthly installment of rent or other amounts due and any other unpaid rent or other amounts due to such date.

In addition to and not in lieu of any of the foregoing, Landlord may pursue any other remedy which may now or hereafter be available to Landlord under this Agreement or applicable law.

19.03 **Acceleration.** If Tenant is in Default, Landlord may declare the entire balance of all forms of rent due under this Lease, the Memorandum and/or any other agreement between Landlord and Tenant, including, without limitation, any and all fuel guaranty payments, if applicable, for the remainder of the Term to be immediately due and payable and may collect the then present value of such rents (calculated using a discount rate equal to the discount rate of the Miami, Florida branch of the Federal Reserve Bank in effect as of the date of the Default), including the present value of the fuel guaranty payments, if any.

19.04 **Claim for Damages.** Notwithstanding any term or provision of this Lease which may be to the contrary, Landlord shall have the right to bring an action against Tenant for any Claim, which Landlord may incur as a result of, or arising out of, the occurrence of a Default by Tenant, and Landlord reserves any and all rights which any applicable law may confer upon a landlord against a tenant in default. Tenant hereby waives any additional notice which Tenant may be entitled to under any applicable law. Tenant agrees to pay all costs of enforcement, eviction, collection, and reasonable attorneys' fees, in the event Landlord engages the services of an attorney or commences proceedings, in pre-trial, trial, appeal and/or bankruptcy, against Tenant. Landlord's remedies hereunder are cumulative and shall be in addition to all legal remedies. Failure to promptly exercise any right in this Lease shall not be deemed a waiver of said right.

19.05 **Landlord's Lien Rights.** Tenant acknowledges that Landlord is providing services under this Lease and that such services are a material component of the consideration received by Tenant for the rent to be paid by Tenant hereunder. As a provider of services to the Aircraft, Tenant acknowledges that in addition to the foregoing Landlord shall have all rights of a lienor under Sections 713.58 and 329.41 of the Florida Statutes for any uncollected charges of rent.

19.06 **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, 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. 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 Lease.

20. **HABITUAL DEFAULT.** Notwithstanding the foregoing, in the event that Tenant has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by Tenant of the same type and kind, in the sole opinion of Landlord and regardless of whether Tenant has cured each such individual condition of breach or default as provided in this Lease hereinabove, Tenant shall be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Three (3) such notices to Tenant by Landlord shall require Tenant to deposit with Landlord an amount equal to twice the amount of the Security Deposit deposited by Tenant pursuant to Section 5 upon initiation of this Lease and negate any renewal options offered to Tenant pursuant to Section 1.07, at the sole discretion of Landlord.

21. **USE.**

21.01 **Rules and Regulations.** The Premises shall be used and occupied by Tenant solely for the purposes set forth in Section 1.09 above and for no other purposes whatsoever. Without limiting the foregoing, Tenant 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.

21.02 **Substitution of Premises:** Tenant acknowledges that Landlord cannot guarantee that Tenant shall have the same space within the Hangar as its Premises every day. Landlord agrees that although it cannot guarantee the same space within the Hangar every day, it shall make reasonable efforts to ensure that the Aircraft is stored in a hangar. Landlord, however, shall retain the right to move, park and/or relocate the Aircraft to a new space within a hangar in the event that Landlord, in its sole discretion, determines that such a move is necessary or appropriate.

21.03 **Services Provided:** Landlord shall 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 express prior written permission from Landlord. In addition, Landlord may remove the Aircraft from the Premises or move the Aircraft within the Hangar when necessary to do so for purposes of Landlord's operations or hangar maintenance or repair. In such instances, the Aircraft shall be replaced within the Premises, as Landlord's operations shall reasonably permit. Landlord shall have no liability for the normal wear and tear on the Aircraft associated with such movement of the Aircraft to and from the ramp or about the Hangar.

22. **COMPLIANCE WITH GOVERNMENTAL AND AIRPORT REGULATIONS.** Tenant shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments, bureaus, agencies or other authorities exercising jurisdiction over the Premises, including FAA regulations and the minimum standards, rules and regulations applicable to users and occupants of the Airport, and shall comply with all rules and regulations promulgated by Landlord of which Tenant is notified; including, without limitation, rules, plans and procedures established for the safety and security of aircraft, hangars, crew and passengers in the event of an approaching storm, whether or not such storm is forecast to or actually reaches hurricane status. Tenant acknowledges that pursuant to the terms of the Prime Lease, Prime Lessor reserves the right to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from or operating within the Airport.

23. **SAFE USE OF PREMISES.** Tenant agrees to make no unlawful, offensive or noxious use of the leased Premises. In addition, no explosives, firearms, volatile or flammable chemicals, or any other property which would materially increase the hazard of fire shall be stored on the leased Premises.

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

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

25.01 **Prime Lease.** It is acknowledged that this Lease is a sublease, and that Landlord has leased certain property (the "Prime Lease"), which includes the Premises, from the governmental authority ("Prime Lessor") which owns the Airport in which the Premises are located. This Lease shall be subordinate to the Prime Lease and any amendments thereto. Tenant shall be bound by the terms and conditions of the Prime Lease, and shall not do anything which shall result in a default by Landlord under the Prime Lease, and shall comply with all

applicable provisions of the Prime Lease, and this Lease shall be subject to the approval of the Prime Lessor. Tenant shall promptly reimburse Landlord for any expense of Landlord incurred in connection with the review of and the submission to Prime Lessor of any request of Tenant for the consent of Landlord and/or Prime Lessor to any transaction, action or event relating to or affecting this Lease, the Premises or Tenant's operation on the Airport. Tenant shall not communicate directly with Prime Lessor with respect to any matter concerning this Lease or the Premises. Any such communication shall be directed to Landlord.

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

25.03 **Attornment.** Tenant agrees that in the event of a sale, transfer or assignment of Landlord's interest in the Premises, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord encumbering the Premises, to attorn to and to recognize such transferee, purchaser or mortgagee as the landlord under this Lease.

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

27. **RIGHT OF ENTRY.** Landlord shall have the right to enter the Premises at any time in order to examine same, to make repairs, additions or alterations, as may be necessary or advisable for the safety, improvement or preservation thereof, and to exhibit the Premises for rental purposes.

28. **TAXES.**

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

tax bill for such year. This paragraph shall survive the expiration or termination of this Lease. In the event taxes are imposed upon property of which the Premises is only a part, Landlord shall prorate such taxes so that Tenant's percentage share of such taxes is a reasonable representation of the Premises expressed as a percentage of the entire property being taxed.

28.02 **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.

28.03. **Sales Tax.** Tenant shall pay to Landlord, simultaneously with each payment, all applicable state and/or local sales, use or excise taxes.

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 together with the Memorandum of Lease represents the entire agreement between the parties, and supersedes any other statements, conditions, representations or commitments with respect to the subject matter hereof.

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

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

33. **MODIFICATION.** No modification of this Lease shall 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 shall be given to both parties.

34. **FAA REQUIREMENTS.** Tenant is aware that the Federal Aviation Administration regulates the use of airports. Tenant, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color or natural origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. Landlord is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct in enforcing this non-discrimination covenant. Tenant understands and agrees that the governmental authority owning the Airport has reserved unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from, or operation of the Airport. Tenant expressly agrees for itself, 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 **Compliance with All Laws.** Tenant agrees that it shall 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 shall (a) give written notice to Landlord at least seven (7) days in advance of any production, generation, handling, storage, treatment, transportation, disposal, release or removal of Hazardous Waste (as defined in Section 35.02 below) from or on the Premises; (b) not use or employ the Premises or any portion of the land to handle, transport, store, treat or dispose of any Hazardous Waste, whether or not it was generated or produced on the Premises, except those materials used by Tenant in the ordinary course of the routine light cleaning and/or preventive maintenance of the Aircraft by Tenant pursuant to Part 43 of FAA Regulations, Appendix "A," and in accordance with the Aircraft manufacturer's maintenance checks, which materials shall not exceed twenty-five (25) gallons in the aggregate and which shall be handled, stored and disposed of in compliance with all federal, state and local laws pertaining thereto; and (c) defend, indemnify and hold Landlord harmless from and against any and all Claims of any kind whatsoever, including, but not limited to, attorneys' fees and costs at all tribunal levels, which Landlord may suffer, incur or pay resulting from or arising out of any act or omission of Tenant, or Tenant's agents or invitees, or any other person on the Premises under color of authority of Tenant, effecting the handling, storage, treatment, transportation, disposal, release or threat of release, or removal of Hazardous Waste from or on the Premises or any portion of the land. Prior to Tenant producing, storing, and/or generating any Hazardous Waste from or on the Premises, Tenant shall obtain (and provide Landlord with customary evidence that it has obtained) environmental liability insurance naming Landlord and any mortgagee as additional insureds. Such insurance shall be issued by a company with minimum limits of coverage satisfactory to Landlord.

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

35.03 **Disposal of Oil.** 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.



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) or fueling operations other than Landlord's be invited or permitted on the Premises or on Landlord's leasehold at the Airport.

37. Omitted.

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

39. **LITIGATION VENUE/APPLICABLE LAW.** This Lease shall be governed by, and construed, interpreted and enforced only in accordance with, the laws of the State of Florida. The parties agree that sole and exclusive venue for purposes of any litigation arising out of or related to this Lease shall be only in Palm Beach County, Florida. EACH OF TENANT AND LANDLORD HEREBY VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY.

40. **RIGHTS OF TERMINATION.**

40.01 **Landlord's Right to Terminate.** Landlord shall have the right to terminate this Lease as follows:

- (a) Upon a Default by Tenant pursuant to Section 19.
- (b) By written notice to Tenant in the event of termination for any cause of the Prime Lease.
- (c) Without cause at any time during the Term by giving Tenant sixty (60) days' prior written notice.

40.02 **Tenant's Right to Terminate.** Tenant shall have the right to terminate this Lease as follows:

- (a) By giving sixty (60) days' prior written notice to Landlord not later than thirty (30) days after the giving by Landlord to Tenant of any notice of an increase in Landlord's rates pursuant to Section 1.07.
- (b) Without cause at the end of the Initial Term or any Renewal Term by giving Landlord sixty (60) days' written notice prior to the expiration of the then current term.

40.03 **Removal of Personal Property.** If Tenant shall fail to remove all of its effects from said Premises upon the termination of this Agreement for any cause herein provided, then Landlord may, at its option, remove the same in any reasonable manner that Landlord shall

choose, and store said effects without liability to Tenant for loss or damage thereof, and Tenant agrees to pay Landlord on demand any and all expenses incurred in such removal, including (but not limited to) court costs and attorney's fees and expenses, and storage charges on such effects for any length of time the same shall be in Landlord's possession as determined by a Court of competent jurisdiction, or Landlord may, at its option, without notice, sell said effects, or any of the same, at private sale and without legal process, for such price as Landlord may obtain and apply the proceeds of such sale to any amount due under this Agreement from Tenant to Landlord and to the expenses incident to the removal and sale of said effects. Any excess proceeds from such sale shall be held by Landlord in trust for Tenant for a period of six (6) months, after which, if unclaimed by Tenant, any such excess funds, and any interest thereon, shall become the sole and exclusive property of Landlord.


41. **SURVIVAL.** The obligations of Tenant, as well as the indemnities of Tenant in this Lease, shall survive the expiration or earlier termination of this Lease, anything contained in this Lease to the contrary notwithstanding.


42. **NO BROKER.** Tenant warrants and represents that it has not used the services of any broker, realtor or other agent in connection with this Lease. Tenant shall indemnify and hold Landlord harmless against any claim of any broker, realtor or other agent claiming to represent Tenant.


**SIGNATURE PAGE FOLLOWS)**


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

**WITNESSES:**

  
(Name) Jonah Santom

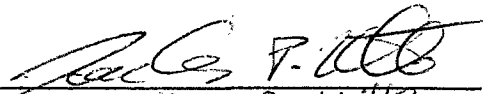
  
(Name) FIONA DUDDY

  
(Name) Jonah Santom

  
(Name) Madhu Mehta


**LANDLORD: .**

**GALAXY AVIATION OF PALM  
BEACH, INC.**

By:   
Name: Jonathan P. Miller  
Title: EVP

**TENANT:**

**SK JETS, INC.**

By:   
Name: KALYAN E. BITZER  
Title: PRESIDENT

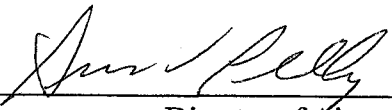
## CONSENT TO SUBLEASE

**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 July 20, 2011, and commencing on August 1, 2011, (the "Sublease") with Skyblue Aviation Group, Inc., (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

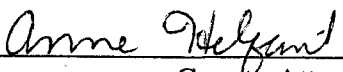
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE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

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

APPROVED this \_\_\_ day of SEP 27 2011 20\_\_\_, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By:   
Title: Director of Airports

Approved as to Form and Legal  
Sufficiency:

By:   
County Attorney

## **OFFICE LEASE AGREEMENT**

THIS LEASE is made as of the 22 of July 2011, by and between GALAXY AVIATION OF PALM BEACH, INC. whose address is 3800 Southern Blvd., West Palm Beach, Florida 33406 ("LANDLORD") and the below named Tenant ("TENANT").

### **1. GENERAL INFORMATION**

#### **1.01 Tenant's Full Legal Name and Mailing Address:**

Skyblue Aviation Group, Inc.  
4191 Southern Blvd., Suite 6  
West Palm Beach, Florida 33406

#### **1.02 Omitted.**

**1.03 Premises:** That portion of office space in Landlord's hangar number 4191H located at 4191 Southern Blvd., West Palm Beach, Florida 33406, at the Palm Beach International Airport ("AIRPORT") in the City of West Palm Beach, Florida 32827 more particularly described as Suite #6 ("PREMISES").

**1.04 Initial Term (Subject to Par. 3):** The term of this LEASE shall be for two (2) years commencing on August 1, 2011 and ending on July 31, 2013.

**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 incorporated herein by reference (the "MEMORANDUM").

A late charge equal to five (5%) percent of Rent will be assessed on all Rent not received by the 5th of each month. If funds are insufficient for any payments made by check, note or similar instrument, payment will be subject to a \$35.00 reprocessing fee. All sums of money required to be paid by the TENANT to the LANDLORD under this LEASE shall bear interest at the highest rate permitted by law from the date same was due until the date same is paid in full.

### **ALL LATE CHARGES SHALL BE DEEMED ADDITIONAL RENT.**

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

**1.07 RENEWAL TERM:** This LEASE shall automatically be renewed at the end of the INITIAL TERM for another one year (1) term and thereafter this LEASE shall continue to be automatically renewed for subsequent renewal terms of one (1) year each (each, a "RENEWAL TERM"), unless otherwise terminated in accordance with Paragraph 15 of this LEASE. The rent during each RENEWAL TERM shall be determined, as provided in the MEMORANDUM.

**1.08 Operating Expenses (Subject to Par. 17):** LANDLORD shall pay the OPERATING EXPENSES (as such term is defined in Paragraph 17 of this LEASE) associated

with the PREMISES, as set forth in Paragraph 17 of this Lease.

1.09 **Permitted Uses (Subject to Par. 23-25):** TENANT shall occupy the PREMISES for office space in connection with TENANT's management of aircraft.

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

3. Intentionally omitted.

4. **RENT CHARGES.** TENANT shall pay the monthly rent to LANDLORD in accordance with the MEMORANDUM.

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 **Coverages.** 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 Space is located; (ii) Employer's Liability Insurance - to a limit of \$1,000,000; (iii) All Risk Hull Insurance on the aircraft maintained, managed or employed by TENANT at or on LANDLORD's leasehold at the Airport in an amount of the full replacement cost of such aircraft; (iv) All-Risk Property Insurance coverage commensurate with the value of TENANT'S property located on LANDLORD'S PREMISES; (v) Comprehensive General Liability Insurance with a combined single limit of not less than \$5,000,000, or as otherwise agreed to by LANDLORD in writing, insuring TENANT'S liability against bodily injury to persons, guests, including passengers, or damage to property.; and (vi) Automobile Liability Insurance, to a minimum limit of \$1,000,000 per occurrence for all TENANT'S owned, non-owned and for-hire vehicles. If TENANT'S activities in conjunction with the use of the Premises require vehicle and/or support equipment access to the Airport's Aircraft Operations Area (AOA), TENANT shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than \$5,000,000. Such determination shall be made by LANDLORD. LANDLORD and PRIME LESSOR (as such term is defined below.) shall be named as an additional insured on all such insurance, excepting only the Worker's Compensation policy, and such insurance shall provide that same may not be canceled or the coverage reduced without at least thirty (30) days written notice to LANDLORD. TENANT shall provide certificates of such insurance prior to the

commencement date of this LEASE, and subsequently prior to the expiration of the succeeding certificate and at any time upon request by LANDLORD. TENANT shall be required to obtain Workmen's Compensation Insurance as required by law. All policies shall contain waivers of subrogation against the LANDLORD, its agents or employees.

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

7. **TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS OF THE SECTION ABOVE, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS OR TO THE LIMITS REQUIRED HEREIN.

8. **DISCLAIMER OF LIABILITY.** LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANTS, ITS EMPLOYEES, AGENTS OR INVITEES OR ITS INVITEES' INVITEES DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE PREMISES, EXCEPT TO THE EXTENT SUCH LOSS, DAMAGE OR INJURY TO 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 UNDER THIS LEASE. THE PARTIES FURTHER AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR DAMAGE TO PROPERTY, OR FOR INJURY AS A RESULT OF A STORM OR HURRICANE, OR PRECAUTIONARY MEASURES ESTABLISHED BY THE LANDLORD. IN THE EVENT OF A BREACH OR DEFAULT BY LANDLORD OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE, TENANT SHALL LOOK SOLELY TO LANDLORD FOR THE SATISFACTION OF TENANT'S REMEDIES. NO OTHER PROPERTY OR ASSETS OF 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 TENANT'S acts or omissions under this LEASE; (iii) or by reason of any breach, violation or non-performance by TENANT or its servants, employees, agents or invitees, or invitees' invitees

of any covenant or condition of the LEASE or by any act or failure to act of those persons. LANDLORD shall not be liable for its failure to perform this LEASE or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident not caused by the negligence or willful misconduct of LANDLORD or the violation by LANDLORD of its obligations under this Lease, strike, labor dispute, riot insurrection, war or any other cause beyond LANDLORD'S control, including without limitation acts or omissions to act by TENANT.

9.01. OMITTED.

9.02. **Vendor/Invitee or Invitees' Invitees Indemnification:** As set forth in this LEASE, TENANT agrees to fully indemnify and hold LANDLORD harmless from and against any and all liabilities, expenses, damages, claims and losses incurred by LANDLORD, including attorneys' fees and costs, as a result of: (i) the failure by TENANT to perform any covenant required to be performed hereunder; or (ii) any accident, injury or damage that shall happen in or about the PREMISES resulting from any act or omission of TENANT or of 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, except that caused by LANDLORD's negligence or willful misconduct or the violation by LANDLORD of its obligations under this Lease. 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 **Third Party Claims.** In the event that a third party makes a claim alleging facts that, if true, would require TENANT to indemnify under this Section, then TENANT shall indemnify against all damages incurred by LANDLORD 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. LANDLORD shall provide written notice to TENANT of any claim requiring indemnification pursuant to this Section 9.03 and TENANT may assume the defense of such claim by notifying LANDLORD in writing of its intent to assume such defense within ten (10) days after receipt of such notice, provided that the counsel selected by TENANT to provide such defense is reasonably acceptable to LANDLORD. So long as TENANT assumes such defense, LANDLORD may participate in the same at its own cost and expense.

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

11. **CONDEMNATION.**

11.01 **Full and Partial Taking.** The parties agree that should the entire PREMISES be taken or condemned by any competent authority for any public or quasi-public use or purpose during the term of this LEASE, then this LEASE shall terminate as of the date when possession is required for public use, unless LANDLORD, at his option, provides equal suitable space



which shall be substituted for the PREMISES. In the event of a partial condemnation which renders the remainder of the PREMISES usable for the use stated herein in the sole discretion of the LANDLORD, the Rent shall be pro-rated diminished according to the square footage of PREMISES so taken. All such calculations shall be performed by LANDLORD.

11.02 **Award.** All damages or compensation awarded or paid for any such taking shall belong to and be the property of LANDLORD without any participation by TENANT, whether such damages or compensation shall be awarded or paid for diminution in value of the leasehold or any interest of LANDLORD in the land, buildings and other improvements, or in the leasehold estate created hereby or under the PRIME LEASE (as such term is defined below), and TENANT hereby expressly waives and relinquishes all claims to such award or compensation or any part thereof and of the right to participate in any such condemnation or eminent domain proceedings against the owners of any interest in same, provided, however, that nothing herein contained shall be construed to preclude TENANT from prosecuting any claim directly against the condemning or taking authority, but not against LANDLORD, for the value of or damages to and/or for the cost of removal of TENANT'S movable trade fixtures and other personal property which under the terms of this LEASE would remain TENANT'S property upon the expiration of the TERM, as may be recoverable by TENANT in TENANT'S own right, provided further, that no such claim shall diminish or otherwise adversely affect LANDLORD'S award. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this paragraph.

12. **DAMAGE OR DESTRUCTION.** If the PREMISES should be damaged or destroyed by fire or other casualty, TENANT will promptly notify LANDLORD of such casualty. LANDLORD will repair and restore the buildings and improvements (exclusive of improvements installed by TENANT) so damaged or destroyed as nearly as possible to their condition prior to such casualty, limited, however, to the amount of insurance proceeds actually received by LANDLORD. In the meantime, if the PREMISES should be rendered totally unusable due to such casualty, there will be an abatement of rent until the PREMISES are again tenantable, unless such fire or casualty results from the acts or negligence of TENANT, TENANT'S agents or employees, in which event there will be no abatement of rent. The length of the abatement period shall be added to the term of this LEASE. In the event LANDLORD does not make the PREMISES useable within ninety (90) days after LANDLORD receives the insurance proceeds in connection with the casualty, or in any event within one hundred eighty (180) days after the date of the casualty, TENANT may terminate this LEASE but shall have no other remedies. In the event the damage is partial, and the remaining PREMISES are usable for the use stated herein in the sole discretion of the LANDLORD, the Rent shall be pro-rated diminished according to the square footage of PREMISES so taken. All such calculations shall be performed by LANDLORD.

13. **SURRENDER OF PREMISES.** Upon the expiration or termination of this LEASE, TENANT shall surrender the PREMISES to LANDLORD in substantially the same condition as the PREMISES were in at the beginning of this LEASE and in good and clean condition, reasonable wear and tear excepted. LANDLORD must be advised at least sixty (60) days in advance of non-renewal of this 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 **No Alterations, Additions or Improvements.** 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 **Removal of Alterations.** Should any governing authority demand removal of any alterations, said removal will be at TENANT'S sole expense and responsibility. TENANT holds LANDLORD harmless, and indemnifies LANDLORD from any responsibility as a result of improvements made to the PREMISES by TENANT.

14.03 **Liens.** If any mechanic's or construction lien is recorded against the PREMISES or against TENANT'S leasehold interest in the PREMISES by reason of work, labor, services or materials supplied or claimed to have been supplied to TENANT, TENANT shall, within thirty (30) days after the recording thereof, cause such lien to be discharged or bonded off of record. In any event, neither the PRIME LESSOR'S nor the LANDLORD'S interest in the PREMISES shall be subject to any lien arising out of any work, labor, services or materials supplied or claimed to have been supplied to or for TENANT. TENANT shall never, under any circumstances, have the power to subject the interest of LANDLORD or the PRIME LESSOR in the PREMISES to any mechanics', construction or materialmen's liens or liens of any kind, nor shall any provision contained in this LEASE ever be construed as empowering the TENANT to encumber or cause the LANDLORD to encumber the title or interest of LANDLORD in the PREMISES. Any lien filed against the PREMISES in violation of this paragraph shall be null and void and of no force or effect.

#### 15. **RIGHTS OF AND ON TERMINATION.**

15.01 **Termination by LANDLORD.** LANDLORD shall have the right to terminate this LEASE as follows:

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

(b) 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.

(c) 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.

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

15.02 **Termination by TENANT.** TENANT shall have the right to terminate this LEASE as follows:

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

(b) 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.

(c) 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.

(d) By the giving of written notice to LANDLORD not later than thirty (30) days after the giving by LANDLORD to TENANT of a notice given at least sixty (60) days before the expiration of the Initial Term or any Renewal Term of an increase, decrease, or change of LANDLORD'S rent.

(e) 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.

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

months, after which, if unclaimed by TENANT any such excess funds, and any interest thereon, shall become the sole and exclusive property of LANDLORD.

15.04 **Termination Resulting from Bad Acts.** 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:

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

(b) 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;

(c) Parks cars anywhere except designated parking areas for such vehicles. Further, no storage of boats, trucks, trailers or mobile homes is permitted anywhere on LANDLORD'S property. No pets or other animals are allowed on the property except as utilized as handicap assistance animals or for the transportation of pets or other animals.

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

17. **OPERATING EXPENSES.** LANDLORD shall pay for electricity, water and sewer, normal trash removal and common area maintenance incurred for or consumed on the PREMISES ("OPERATING EXPENSES"). 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 personally delivered or sent by mail or by over night courier 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 delivery, if personally delivered or delivered by over night carrier, or, if mailed, within three (3) days after mailing and shall be deemed sufficient if mailed by United States mail, with proper postage and address affixed thereto.

19. **DEFAULT.** Failure to pay the rent by the fifth (5th) of the month or to cure any other default as soon as reasonably practical and in any event within ten (10) days after written notice by LANDLORD, or commencement of bankruptcy or insolvency proceedings against the TENANT, or if TENANT makes an assignment for the benefit of creditors, or suffers this LEASE to be taken under any writ of execution or attachment, or if TENANT vacates or abandons the PREMISES, then any of such events shall constitute a default hereunder and the LANDLORD shall have the right at its option to terminate TENANT'S possession and to enter the PREMISES and remove all persons and property therefrom forcibly or otherwise, and the TENANT hereby waives any and all notices required by law to terminate TENANT'S tenancy, and waives all legal proceedings to recover possession of the PREMISES and specifically agrees that LANDLORD may dispossess TENANT without institution of any legal proceedings whatsoever. LANDLORD shall in that event post a notice to TENANT at the PREMISES with a three (3) day warning that if the default is not cured the TENANT shall be dispossessed without any further notice or legal action by LANDLORD. In the event of default hereunder, the LANDLORD may, at its option, enter the PREMISES as the agent of the TENANT and relet the PREMISES as the agent of the TENANT at such price and upon such terms, and for such duration of time, as LANDLORD may determine, and receive the rent and apply the same to the payment of the rent due from TENANT, and the TENANT shall pay any deficiency, but any excess monies shall be the sole property of LANDLORD. TENANT agrees to pay all costs of eviction, collection, and reasonable attorneys' fees, in the event LANDLORD engages the services of an attorney or commences proceedings, in pre-trial, trial, appeal and/or bankruptcy against TENANT. LANDLORD'S remedies hereunder are cumulative and shall be in addition to all other legal remedies, including, without limitation, LANDLORD'S right to accelerate rent and any other sums due hereunder and declare the same immediately due and payable. 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. Any default by TENANT in the performance of its obligations under the MEMORANDUM and, at the LANDLORD'S option, the occurrence of any default by TENANT under any other agreement between LANDLORD and TENANT shall constitute a default under this LEASE allowing LANDLORD to exercise any and all of its rights and remedies hereunder.

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

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

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

23. **SAFE USE OF PREMISES.** TENANT agrees to make no unlawful, offensive or noxious use of the leased PREMISES. In addition, no explosives, firearms, volatile or flammable chemicals, or any other property which would materially increase the hazard of fire shall be stored on the leased PREMISES.

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

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

25.02 **Mortgages.** This LEASE is subject and subordinate to any and all mortgages which may now or hereafter affect the real property of which the PREMISES are located and to all renewals, modifications and extensions thereof. TENANT shall, upon request of LANDLORD, execute within five (5) business days, any subordination documents which

LANDLORD or any mortgagee of the PREMISES may reasonably request, but no such documents shall be required to effectuate said subordination.

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

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

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

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

28.01 **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.

28.02 **Sales Tax.** TENANT shall pay to LANDLORD, simultaneously with each TENANT

PAYMENT, all applicable state and/or local sales, use or excise taxes required by law to be paid in connection with each TENANT PAYMENT.

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

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

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

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

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

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

35. **HAZARDOUS WASTE.**

35.01 **Compliance.** TENANT agrees that it will comply with all environmental laws, whether local, state or federal, as same may be amended from time to time. Without limiting the foregoing, TENANT agrees that it will not use or employ the PREMISES to handle, transport, store, treat or dispose of any Hazardous Waste and will defend, indemnify and hold LANDLORD harmless from and against any and all claim, damage, liability, expense or cost of any kind whatsoever, including, but not limited to, attorneys' fees and costs at all tribunal levels, which LANDLORD may suffer, incur or pay resulting from or arising out of any act or omission of TENANT, or TENANT'S Agents, or any other person on the PREMISES under color of authority of TENANT, effecting the handling, storage, treatment, transportation, disposal, release or threat of release, or removal of Hazardous Waste from or on the PREMISES.



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

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

36. OMITTED.

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


38. **LITIGATION, VENUE, AND, 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 Orange 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 AND LANDLORD HEREBY VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY.


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


[Signatures continued on next page.]

WITNESSES:

  
(Name) Joseph Santom

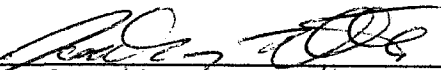
  
(Name) FLOA DUDDY

  
(Name) Leah Thomas

  
(Name) BRAD D. KOST


LANDLORD:

GALAXY AVIATION OF PALM BEACH, INC.

By:   
Name: Jonathan Miller  
Title: EXEC VICE PRES.

TENANT:

SKYBLUE AVIATION GROUP, INC.

By:   
Name: SVEN SAMSON  
Title: PRESIDENT

## CONSENT TO SUBLEASE

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, "COUNTY", by and through its Department of Airports, under that certain Lease Agreement (R86-712) with Florida Airmotive, Inc., the "LESSEE", dated May 13, 1986, hereby consents to LESSEE's entering into a Sublease Agreement with Sarasota Avionics, Inc., the "SUBLESSEE", dated September 1, 2011, for the leasing of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

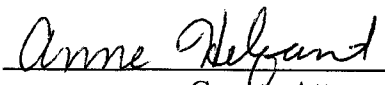
Notwithstanding any provision of the Sublease Agreement to the contrary, the COUNTY hereby rejects any such provision in the Sublease Agreement, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease Agreement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

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

APPROVED this \_\_\_\_ day of SEP 12 2011 20\_\_, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By:   
Title: Director of Airports

Approved as to Form and Legal  
Sufficiency:

By:   
County Attorney

## SUB-LEASE AGREEMENT

1. This Sub-Lease is made this 1st day of September, 2011 by and between Sarasota Avionics and / or Successors in interest, hereinafter called the Lessee and FLORIDA AIRMOTIVE, INC., its assignees and / or successors in interest, hereinafter called the Lessor.
2. Lessor currently has a lease with Palm Beach County, Florida, for leased premises (Master Lease). The terms of said lease are hereby incorporated by reference and shall be binding on Lessee. Lessee will comply with all terms and conditions of said lease that are applicable to its operation. In the event of default by the Lessee, Lessee shall have 15 days to cure any default. Lessee agrees at this date no further notice is necessary for lack of rental payment, other defaults shall require written notice.
3. The leased premises shall be building # 214, 65' x 66' hangar equaling 4,290 sq. ft. Located in block # 200 on the south side of Palm Beach County Park Airport. The hangar includes one full opening door "stack door" (59'-8" x 16' clear opening) with 3 x 400 watt sodium lights - north side over door. Electrical service (100 amp) with service outlets per standard building code, 6 interior lights, 2 exterior lights at two personal doors. One overhead 12' x 12' door and one handicapped restroom with a packaged simplex sewage lift station. Glass blocks at 3 locations on the east wall and 3 locations on the west wall. Clear ramp space to the current taxiway Object Free Line. A hurricane preparation kit is included.
4. The monthly rent will be \$2,500.00 plus all Florida State taxes. The Lessee shall make an advanced rental payment of the first month at \$2,500.00 plus tax and last the month rent \$2,500.00 plus tax. Rent is due in advance of the first day of each month and late after the tenth of each month. A late charge of fifty (\$50) dollars will be charged for payments after the tenth of each month.
5. Three late payments during the term of this agreement may be deemed a default of the lease. Lessor has specific permission should a default occur to enter the hangar and place different locks on the hangar. In the event default occurs and Lessor does not take possession of the hangar, does not rescind continuing permission to do so, as given by Lessee. The prevailing party, should legal action including eviction be necessary, gets attorney fees paid by the other party.
6. This lease is a long term lease and will terminate on March 31, 2014.

7. In case damage by fire or other natural causes to or property within the hangar, the Lessee shall hold the Lessor harmless. Lessor has exclusive's right to determine whether to terminate this lease or rebuild, the rent shall be reduced by a proportionate amount based upon the period of time such damage shall substantially interfere with the business, which Lessee shall conduct in the Premises, and Lessee shall pay such reduced rent up to the date of termination. Lessor shall refund to Lessee any rent previously paid for any period of time subsequent to such date of termination. The repairs, which Lessor shall make hereunder, shall not include, and Lessor shall not be required to repair, any damage by fire or other cause to the property of Lessee or any alterations, additions, fixtures or improvements which Lessee shall have installed on the Premises.
8. The Lessee will be responsible for normal and usual maintenance of said building except for major or structural repairs and will pay any and all utility; electric, water and sewage fees billed or used plus any proper connection charges. It is understood at the present time no State or County Ad Valorem taxes are charged on said hangar or leasehold, but should any additional taxes be enacted the Lessee shall be responsible for payment insofar as they pertain to hangar # 214.
9. The Lessee shall have the right to carry out any legal commercial aviation related business as included in the Master Lease including but not limited to storage and maintenance of aircraft and an office for conducting said business as set forth above including the right if the Lessee shall desire to conduct a business for the chartering of aircraft from or within the same hangar.
10. The Lessee does not contemplate any aircraft parking except that which is immediately adjacent and marked north of the hangar. The Lessee shall be responsible for any charges for outside aircraft parking in other then designated areas at a rate prescribed by the County and payable to the Lessor. It is further agreed that there will be no outside storage of equipment or parts. The Lessee and the Lessee customers may have access to the hangar by specific automobile parking on the east side, parallel to hangar # 214 and the south end of row 200.
11. The Lessee shall provide free and unrestricted access to neighboring buildings and hangars southward and to the public taxiway north, including utilization of the space in front of the hangar. Aircraft nor automobile parking will not intrude into the taxilanes on the east and west side of the hangar.

12. The Lessee agrees not to sell, store, or disperse fuels during the term of this Sub-Lease. This paragraph does not prohibit defueling/refueling operations for the purposes of maintenance of aircraft. Sub-Lessee agrees not to put fuel into an aircraft under any roof line.
  13. There will be no storage of fuel allowed in any size containers. Supplies of paints and thinners will be kept to a minimum and in accordance to NFPA regulations. No hazardous materials, chemicals, or pesticides, not normally used in the preventative maintenance of aircraft, will be allowed. The Lessee shall comply with Palm Beach County Park Airport's "Storm Water Management Plan" and "Palm Beach County's Airport Rules and Regulations".
  14. The Lessee acknowledges that the rented premises is for the purpose of a hangar and will not be used for habitation and is specifically aware of the elevation of the flooring of said hangar and will hold the Lessor and County harmless from any damages resulting from high water. Lessee acknowledges that a building and door mooring system has been fabricated (a series of cables, metal pieces, turnbuckles including ground anchors installed). Lessee agrees that at the direction of Lessor, to install said mooring system only when an official hurricane warning has been issued for the area. Lessor agrees that training as to proper attachments will be made. Lessor further agrees that Lessee will be held harmless should the mooring system not be adequate and likewise the Lessor will be held harmless for damage to the content of the hangar. Lessee is not expected to supply any materials for said system. Lessee agrees to house and secure inside, the parts and supplies for the mooring system.
  15. The Lessee shall maintain liability insurance coverage to the leased premises in no less than the amount required by Lessor for same space in its lease with Palm Beach County, naming Palm Beach County, its employees and Florida Airmotive, Inc. as additional insured.
  16. Lessee agrees to allow Lessor or County auditing personnel to examine any and all records that pertain to motor oil sales, oil deliveries or storage.
  17. This lease to be approved by Palm Beach County, and will not be effective until such approval is received.
- IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year aforesaid.

Signed, sealed and delivered in the presence of:

(CORPORATE SEAL)  
FLORIDA AIRMOTIVE, INC.

[Signature]  
As to Florida Airmotive, Inc.

By [Signature]  
Owen H. Gassaway III, President

[Signature]  
As to Sarasota Avionics

By Bert Van Kink pres Sai  
Sarasota Avionics, Owner  
BERT VAN KINK pres Sai

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Sub-Lessee

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

Name: Sarasota Avionics

Address: 120 WEST AIRPORT AVE  
VENICE FL 34285

Phone 941-360-6877

## CONSENT TO SUBLEASE

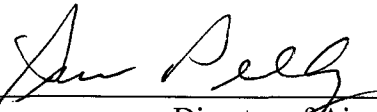
**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated October 1, 2011, and commencing on October 1, 2011, (the "Sublease") with Advanced Airways, (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.

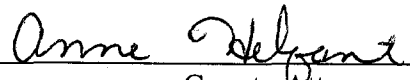
It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

NDV 0 2 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



## **FACILITY TENANT AGREEMENT**

This **FACILITY TENANT AGREEMENT** (the "Agreement"), dated as of October 1, 2011 is entered into by and between Jet Aviation Associates, Ltd., a Florida limited company ("Jet Aviation"), and Advanced Airways ("Customer").

**WHEREAS**, Customer wishes to have Jet Aviation provide office space, as hereinafter defined, at the facility operated by Jet Aviation at Palm Beach International Airport (the "Facility");

**WHEREAS**, at the Facility, Jet Aviation sells aircraft fuel, maintains hangars for the storage of aircraft, leases office space, and provides certain other services to aircraft operators; and

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**WHEREAS**, Jet Aviation desires to provide to Customer at the Facility office space and certain products and services concerning the Aircraft, and Customer desires to purchase from Jet Aviation at the Facility certain products and services concerning the Aircraft.

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**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Office Space;- Not Rented**  
2.

- a. Jet Aviation hereby leases to Customer on the terms and conditions hereinafter stated, and Customer hereby leases from Jet Aviation on such terms and conditions, certain Office Space in the building commonly known as 1517 Perimeter Road all as more fully described below.
- b. As used in this Agreement, "Office Space" means the approximately zero rentable square feet of space located in the Hangar.-Office Space is not rented.
- d. Jet Aviation shall provide Customer with sufficient space to store the Citation III Tail Number N59FT which will be changing to Tail Number N14NB Aircraft within one of the five hangars (the "Hangar Space").
- e. Jet Aviation shall, at its expense, provide all utilities for the Hangar Space and Office Space, including but not limited to heat and air conditioning but excluding telephones and communication equipment. Customer shall have the right to install telephones and other communication equipment in the Office Space at its expense. Office cleaning services and security services are not included.

- f. Customer shall obtain written approval from Jet Aviation prior to commencing any modification of existing office ceilings, wall boundaries or electrical and plumbing.
- g. Jet Aviation shall afford Customer access to the Hangar Space and the Office Space seven (7) days per week and twenty-four (24) hours per day.
- h. Jet Aviation shall, at its expense, repair and maintain the Hangar in good condition including its structural and non-structural components.
- i. In the event Jet Aviation is required to close its operations at the Facility for reasons associated with terror attacks, high security lock downs, war or similar events, Customer acknowledges that advance notice to Jet Aviation for building access by Customer may be required.

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## 2. Term

- a. ~~This Agreement shall commence on October 1, 2011 (the "Commencement Data") and shall expire at 12:00 o'clock midnight on September 30, 2012;~~ unless sooner terminated as provided herein. With the prior written consent of both parties, this Agreement may be renewed for one additional (1) year period following the expiration of the initial term of this Agreement. Jet Aviation reserves the right to adjust the yearly payment schedule and will provide the customer with sixty (60) days written notice of any such adjustment.
- b. This Agreement will automatically terminate upon the termination or expiration of the Lease Agreement (as defined in Section 3), or as otherwise expressly directed in writing by Palm Beach County, and no damages, monies or compensation will be owed to Customer by Jet Aviation.
- c. Jet Aviation may terminate this Agreement upon written notice to Customer after the occurrence of any Event of Default by Customer that is not cured within the applicable cure period, if any, provided in Section 11 of this Agreement, or termination or expiration of the Occupancy Agreement (as defined in Section 3), or as otherwise expressly directed in writing by Palm Beach County. Upon any such termination, Customer shall remove all of Customer's property from the Hangar and pay to Jet Aviation all outstanding fees and other charges due and owing Jet Aviation under this Agreement on or before the effective date of termination. If Customer should fail to vacate the Hangar Space or the Office Space within such period, Jet Aviation may, to the extent permitted by applicable law, peaceably enter upon the Hangar Space and the Office Space and remove Customer's property without further notice, demand or court proceeding and without liability to Customer. Jet Aviation shall be under no duty or obligation to store or maintain any of

Customer's property at any time and shall not be liable to Customer for any damage to or destruction of such property. If Jet Aviation stores the property, Customer shall be liable to Jet Aviation for the costs and expenses of transportation and storage.

**3. Payment**

- a. Customer shall pay to Jet Aviation a security deposit and Last Months Rent equal to one month's rent on or prior to the Commencement Date.
- b. Customer shall pay Jet Aviation on or prior to the first day of each month per the rate schedule below:

Effective: October 1, 2011

Hangar Space: \$1:

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Total: \$

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- c. Customer, upon payment of the rentals and performance of the covenants on Customer's part to be performed, shall and may peaceably and quietly have, hold and enjoy the Hangar Space and the Office Space during the term of this Agreement.
- d. In consideration of the payments referred to in Section 3.b., Customer shall also have the right to use free of charge the following services and amenities at the Facility:
  - (i) Jet Aviation's services in moving the Aircraft pursuant to Section 4 or as requested by Customer;
  - (ii) The Ramp Space to temporarily park the Aircraft;
  - (iii) A reasonable number of automotive parking spaces existing as of the original date of this Agreement; and
  - (iv) The common areas including halls, lobbies, delivery passages, drinking fountains, public toilets and the like.
- e. Customer acknowledges that this Agreement is subject to the Lease Agreement between Palm Beach County and Jet Aviation. In the event that an appraisal of the Land and Building by Palm Beach County or its designated agent is performed in accordance with the Lease Agreement and an increase of rent is imposed upon Jet Aviation, then Jet Aviation has the right to immediately pass on the increase to Customer. Any such

increase shall be in addition to all other amounts payable by Customer pursuant to this Agreement.

**4. Movement of the Aircraft**

- a. The Aircraft shall only be moved by Jet Aviation, or by the joint efforts of Jet Aviation and Customer, as hereinafter specifically provided.
- b. If the efficient operation of the Hangar requires that the Aircraft be temporarily moved or parked within the Hangar or the adjoining ramp, then Jet Aviation shall coordinate its plans with the Customer's crew or maintenance personnel in order to minimize disruption and excessive movement of the Aircraft.
- ~~c. Jet Aviation shall move the Aircraft by towing only. No employee of Jet Aviation shall enter the Aircraft, except with the written or oral consent of an authorized Customer employee (except in the case of an emergency, in which case no notice or consent is required). The Aircraft shall only be moved to the extent necessary for the efficient operation of the Hangar, or as requested by Customer.~~

**5. Use of the Hangar**

- a. This Agreement allows Customer's employees to use an area of the Hangar, designated by Jet Aviation from time to time, for the purpose of storing the Aircraft.
- b. Except as otherwise provided herein, Customer is prohibited from using the Hangar Space, the Office Space or any portion of the Facility for any purpose other than aforementioned including, without limitation, commercial activity.
- c. Customer shall not cause or permit the Hangar Space or the Office Space to be used in any way (i) which constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, or (ii) which unreasonably interferes with the rights of any other users of the Facility, or (iii) which constitutes a nuisance or waste.
- d. Customer's rights granted herein are subject and subordinate to the terms and conditions of the Occupancy Agreement. Nothing in this Agreement shall create or purport to create any obligations of Palm Beach County to Customer, and Palm Beach County shall be deemed an intended third party beneficiary of this Agreement.

- e. Customer shall keep and maintain the Hangar Space and the Office Space and every part thereof in good and clean condition and in accordance with reasonable rules or regulations established by Jet Aviation or Palm Beach County from time to time during the term of this Agreement (see Schedule 1 attached). Customer shall not make any alterations or additions to the Hangar Space or the Office Space without first obtaining Jet Aviation's written permission and shall return occupancy at the termination of this Agreement in the same and in as good condition as exists on the date of this Agreement, reasonable wear and tear, damage by fire or casualty through no fault of Customer and modifications expressly approved by Jet Aviation excepted.

**6. Fuel**

- ~~a. During the initial term of this Agreement (and any extended term), Customer shall purchase from Jet Aviation at the Facility, and Jet Aviation shall sell to Customer at the Facility, all of Customer's requirements for Jet-A fuel for the Aircraft while at Palm Beach International Airport.~~
- b. Customer shall use an EXXON Air World credit card or another acceptable credit card when purchasing Jet-A fuel from Jet Aviation.
- c. Jet Aviation agrees to sell Jet-A fuel to Customer at a price of \$        per gallon above Jet Aviation's cost.
- d. In the event a fuel spill occurs during the refueling of Customer aircraft that is caused by Jet Aviation's negligence, or refueling equipment failure, Jet Aviation will be responsible for fuel spill cleanup costs incurred. Customer will be responsible for fuel cleanup costs and hazardous waste disposal charges that result from any fuel spill from Customer's aircraft that results from failure of aircraft systems or components during refueling or fuel transfer.

**7. Maintenance**

- a. Subject to the provisions hereinafter set forth, Customer may conduct or cause to be conducted general maintenance on its Aircraft while in the Hangar. Customer may only use the maintenance support of its own employees.
- b. Aircraft maintenance activities performed in the Hangar shall be limited to include minor due cards, troubleshooting, minor component replacements, post flights, preflight, servicing and the like, provided such activities can be conducted in a manner that is non-intrusive to neighboring tenants, does not impose on hangar operations, or effect the cleanliness and image of the

Facility. Customer shall indemnify, defend and hold harmless Jet Aviation from and against any and all claims or liability arising out aircraft maintenance activities performed by Customer or by any employee, contractor or customer of Customer, except to the extent such claims or liability result solely from the gross negligence or willful misconduct of Jet Aviation.

- d. Customer agrees not to contract or otherwise permit third parties to perform aircraft cleaning in the Facility without prior permission from Jet Aviation's FBO Manager.
- e. Upon request by an authorized representative of Customer, Jet Aviation will provide Customer with aircraft cleaning services at the current posted hourly retail rate. Invoices will be payable within fifteen (15) days from the date of invoice, unless other arrangements are agreed to for specific work.
- f. Jet Aviation shall dispose of all hazardous waste generated by Customer in its maintenance of the Aircraft pursuant to the maintenance activities of the Customer's employees in the Hangar, and Customer shall reimburse Jet Aviation for its reasonable out-of-pocket expenses incurred in disposing of such hazardous waste. Customer shall abide by Jet Aviation's policies and all applicable laws and regulations regarding temporary storage and disposal of hazardous waste, and shall also notify Jet Aviation of the quantities thereof, and their location. Customer shall indemnify, defend and hold harmless Jet Aviation from any and all claims or liability arising out of any disposal of hazardous waste generated from the Hangar Space or the Office Space by Customer or by any employee, contractor or customer of Customer, except to the extent such claims or liability result solely from the gross negligence or willful misconduct of Jet Aviation.
- g. Customer employees and guests shall abide by safety regulations imposed by federal and local authorities, including but not limited to the use of goggles and hearing protectors, and their proper use shall not be the responsibility of Jet Aviation. Jet Aviation shall be held harmless and without obligation for any and all damage or injury caused by the negligent utilization of the Hangar Space or Office Space and equipment therein by Customer or Customer's employees and guests.
- h. Customer will mark all ground equipment/maintenance equipment owned or leased by Customer **"For Advanced Airways use only"**. Customer will ensure all aircraft parts/materials removed or to be installed by Customer and left unattended within the Hangar are tagged, with each tag identifying the part as belonging to Customer and for Customer's use only.

8. **Insurance**

- a. Customer shall, at its expense, carry and maintain in full force and effect, with an insurer acceptable to Jet Aviation, Airport Premises Liability Insurance (including Blanket Contractual Liability). Such insurance shall be in an amount not less than \$5,000,000 (five million) Combined Single Limit each occurrence.

Customer shall, at its expense, carry and maintain in full force and effect, aircraft operations insurance for bodily injury/property damage and passengers with a combined single limit each occurrence of not less than \$25,000,000 evidenced by certificate and at each subsequent renewal as long as agreement is in effect.

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Customer shall, at its expense, carry and maintain in full force and effect, automobile liability insurance to a minimum limit of five hundred thousand dollars (\$500,000) per occurrence for all of Customer's owned, non-owned or hired vehicles operating on or proximate to the Facility.

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- b. Any insurance policy carried by Customer in accordance with Section 8.a., and any insurance policy taken out in substitution or replacement therefore, shall:
- (i) designate Jet Aviation and, if requested by Jet Aviation, Palm Beach County, as Additional Insured;
  - (ii) provide that, if (1) such policy is canceled for any reason, or (2) any substantial change is made in the coverage thereunder that adversely affects the interests of Jet Aviation, or (3) such policy is allowed to lapse or be canceled for non-payment of premium, any such cancellation, substantial change in coverage or lapse shall not become effective until thirty (30) days, or in the event of non-payment of premium, ten (10) days advance notice in writing to Jet Aviation;
  - (iii) provide for primary insurance, i.e., without the right of contribution from any insurance carried by Jet Aviation;
  - (iv) provide that Jet Aviation shall have no obligation or liability for premiums, assessment, or calls in connection with such insurance policy; and
  - (v) Jet Aviation shall be included with a waiver of subrogation by the insurers and Customer.

- c. Within thirty (30) days after execution and delivery of this Agreement, Customer shall deliver to Jet Aviation certificates of insurance, issued by Customer insurer in form acceptable to Jet Aviation, evidencing the coverage referred to in Sections 8.a. and b. Each such certificate shall indicate the date and number of the policy, the exact name of the insured thereon, and the coverage thereunder applicable to Customer aircraft stored at the Facility.
- d. Customer waives any claims it may have against Jet Aviation, its officers, agents, employees or affiliates for any loss or damage to the Aircraft unless caused by gross negligence or intentional or willful misconduct of Jet Aviation, its officers, agents, employees or affiliates.

**9. Destruction of Premises**

- a. If the Office Space or Hangar Space (collectively, the "Premises") are damaged or destroyed, in whole or in part, by fire, casualty, or acts of God or the public enemy, ~~Jet Aviation may, at its option, give notice to Customer~~ within sixty (60) days after such damage or destruction terminating this Agreement as of the date specified in such notice, which date shall be no less than thirty (30), nor more than sixty (60), days after the giving of such notice. In the event of giving such notice, this Agreement shall expire on the date specified in such notice and the payments pursuant to Section 3 a. shall be paid up to the date of such damage or destruction. If Jet Aviation does not exercise its option to give such notice, it shall restore the Premises to a tenantable condition promptly, but in any event not later than two hundred seventy (270) days after the aforementioned damage or destruction.
- b. Until the Premises are restored to a tenantable condition, the fees hereinbefore provided shall abate entirely if the entire Premises are rendered untenable, or if only a part is rendered untenable, the fees shall abate pro rata for the portion rendered untenable; provided, however, that Customer shall have no obligation to make any pro rata payment unless Customer can, in its judgment, safely store the Aircraft in that portion of the Hangar Space remaining in a tenantable condition and can conduct normal operations in that portion of the Office Space remaining in a tenantable condition.
- c. Notwithstanding the foregoing, if the Premises are damaged or destroyed as a result of the negligence, omission, or willful act of Customer, its agents, representatives, employees, guests or invitees, then in that event there shall be no abatement of the fees. Furthermore, Customer shall be responsible for the restoration of the Premises to their original condition to the extent that



any damage thereto is caused by the sole negligence, omission or willful act, of Customer.

**10. Events of Default**

- a. An "Event of Default" will occur if either party:
- (i) Fails to make any payments required to be made to the other party under the terms of this Agreement on or prior to the date such payments shall become due and payable;
  - (ii) Fails to perform any of the terms, covenants, or conditions contained in this Agreement required to be performed by such party; or
  - ~~(iii) Becomes insolvent or bankrupt or makes an assignment for the benefit of creditors.~~

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**11. Curing an Event of Default**

- a. If any one or more Events of Default by Jet Aviation or Customer shall occur and be continuing, the other party may give notice pursuant to Section 14 to the party in default specifying such Event of Default and stating that this Agreement shall terminate on a specified date, which date shall be at least thirty (30) days after the date of giving such notice, unless such Event of Default shall have been cured by such date;
- b. Notwithstanding the provisions of Section 11.a., if any Event of Default is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, and failure to cure the same within such period will not have an immediate adverse effect upon Jet Aviation or the Aircraft, then if the party in default shall have diligently commenced the curing of such Event of Default during said thirty (30) day period, the party in default shall have an additional fifteen (15) days, for a total of not more than forty-five (45) days to cure the Event of Default.
- c. If the Event of Default is non-payment of any amounts due Jet Aviation by Customer under this Agreement, then Jet Aviation may terminate this Agreement by giving Customer notice of termination fifteen (15) days prior thereto, unless such Event of Default shall have been cured within such fifteen (15) days.
- d. If, after the periods specified in Sections 11.a., b. or c. have expired, the Event of Default shall still be continuing, this Agreement shall then automatically terminate. The non-defaulting party shall retain all of its rights to take action against the defaulting party, whether in law or in equity.

## 12. Force Majeure

Neither party nor any of its officers or directors shall be liable for, nor shall they, or any of them, be deemed in default under this Agreement on account of any failure or delay in performance (other than payments required under this Agreement and the requirements relating to the maintenance of insurance) due to causes beyond their control. Said causes include, but are not limited to, delays due to strikes, acts of God, fires, flood, the actions of the United States Government or any other government or agency thereof, both foreign and domestic, or the failure to receive essential parts or services from suppliers.

### 13. Illegality

~~Notwithstanding anything in this Agreement to the contrary, if Customer is unable to use the Hangar Space or Office Space because the use thereof as contemplated by this Agreement is in violation of any federal, state or municipal law or regulation, and if Jet Aviation cannot cure such violation within thirty (30) days of notice of such violation Customer may terminate this Agreement immediately upon written notice to Jet Aviation and the charges payable by Customer under this Agreement to Jet Aviation shall be proportionately paid up to the earlier of (i) the date of termination or (ii) the date Customer is unable to use any such Hangar Space or Office Space for the purposes contemplated by this Agreement.~~

## 14. Notices

All notices, demands, or other communications to be delivered or given hereunder shall be in writing and shall be deemed to be duly given upon personal delivery or upon mailing if sent, postage prepaid, by certified or registered mail, return receipt requested, as follows:

If to Customer: Ed Saltzman  
Chief Pilot  
Advanced Airways  
906 Gallop Drive  
Loxahatchee, Florida 33470

If to Jet Aviation: VP – FBO Services  
Jet Aviation Associates, Ltd.  
Palm Beach International Airport  
1515 Perimeter Road  
West Palm Beach, FL 33406

Either party may change the address to which such communications are to be directed to it and the person to whose attention such communications are to be

delivered, by giving notice to the other party in the manner provided in this Section 14.

**15. Entire Agreement; Amendment**

- a. This Agreement contains the entire agreement and understanding between the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, arrangements and understandings relating to such subject matter.
  - b. This Agreement may be amended, superseded or canceled, and any of the terms thereof may be waived, only by a written instrument specifically stating that it amends, supersedes or cancels this Agreement or waives any of the terms hereof, executed by a corporate officer of each of the parties, or in the case of a waiver, by the corporate officer of the party waiving compliance.
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**16. Waivers**

The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce same. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

**17. Certain Interpretive Matters**

- a. Section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- c. No provision of this Agreement shall be interpreted in favor of, or against, either party hereto by reason of the extent to which any such party or its legal counsel participated in the drafting thereof or by reason of the extent to which such provision is inconsistent with any prior draft of this Agreement.
- d. The words "herein," "hereof," "hereto," "hereunder" and words of similar import refer to this Agreement.

- e. The term "Agreement" as used herein shall mean this Agreement and Exhibit A attached hereto.

**18. Assignment; Successors**

Neither this Agreement nor the rights and obligations hereunder may be assigned or transferred in any manner by any party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

**19. Confidentiality**

All financial terms and conditions including the payments to be made by Customer to Jet Aviation pursuant to this Agreement are considered confidential information by Jet Aviation and Customer and each party agrees to keep such information confidential, except as may be required to the contrary by any applicable law, rule or regulation.

**20. Applicable Law/Venue**

This Agreement shall be construed and governed in accordance with the laws of the State of Florida without regard to its conflict of laws principles, and the parties agree and consent to exclusive venue and jurisdiction in the state and federal courts of Florida. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**21. Waiver of Jury Trial**

The parties hereby knowingly, voluntarily and intelligently waive their rights to a jury trial in any action, suit or proceeding relating to, arising under or in connection with this agreement and any other document, agreement or instrument executed and delivered in connection with the foregoing. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**22. Limitation of Liability/Exclusion of Punitive and Consequential Damages**

Notwithstanding any provision of this agreement to contrary, under no circumstances shall either party be liable to the other (i) for any punitive, exemplary or other special damages arising under or relating to this agreement or the subject matter hereof, (ii) for any indirect, incidental or consequential damages (including without limitation loss of use, income, profits or anticipated profits, business or business opportunity, savings, data, or business reputation) arising under or relating to this agreement or the subject matter hereof, regardless of whether such damages are based in contract, breach of warranty,

tort, negligence or any other theory, and regardless of whether such party has been advised of, knew of, or should have known of the possibility of such damages. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**23. Indemnification**

To the extent permitted by law, Customer shall defend, indemnify, and hold harmless Jet Aviation and its affiliates, and its and their respective employees, officers, directors and agents, from and against all claims, demands, suits, actions or other proceedings brought by third parties ("Claims"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including reasonable attorneys' fees), as a result of such Claims (collectively, "Losses"), to the extent such Claims: (i) ~~arise out of or are or were caused by Customer's breach of its obligations under this Agreement or~~ (ii) arise out of or are or were caused by Customer's negligence or misconduct. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**24. Severability**

- a. The provisions of this Agreement shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any one provision or portion of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- b. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability and any prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**25. Attorneys Fees**

- a. If either party hereto receives a judgment or award in its favor against the other party hereto in any litigation or proceeding concerning this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and other costs and expenses incident to such litigation or proceeding.

**26. Property Rights**

- a. Nothing in this Agreement shall be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in Customer, nor shall this Agreement or its performance be interpreted to

create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Jet Aviation and Customer.

**27. Radon Gas**

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

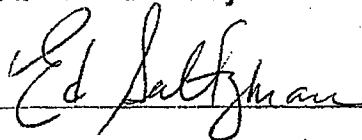
**[SIGNATURE PAGE TO FOLLOW]**

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day first above written.

Advanced Airways

Jet Aviation Associates, Ltd.



Name: Ed Saltzman

Name: Norbert Ehrlich

Title: Chief Pilot

Title: VP – FBO Services

Date: 10/04/2011

Date: \_\_\_\_\_

**SCHEDULE 1  
RULES AND REGULATIONS**

These guidelines are not all-inclusive and may be modified or added to at any time by Jet Aviation provided such guidelines are reasonable, uniformly applied and do not modify any provision of the Agreement.

1. Storage lockers situated in a hangar are to be acquired through Jet Aviation to ensure uniformity in color and size. These lockers shall be on casters to allow moving for cleaning purposes. Storage lockers will be limited to two (2) per aircraft one (1) per helicopter based in the hangar.
2. All Aircraft support equipment is to be secured and stored inside each tenant shop when not in use and at the end of the workday. This includes power carts, jacks, toolboxes and parts. Work stands and other equipment too large for the shops will be stored in a designated area of the hangars and the use of that space shall be charged to Customer.
3. A clean work area is the responsibility of Customer. It is Jet Aviation's intention to maintain a high degree of cleanliness at all times. All spills and debris are to be contained and cleaned by Customer immediately.
4. No vehicles are permitted in the hangar or other restricted areas, other than Jet Aviation-owned tugs for repositioning aircraft and forklift operations as necessary.
5. All radio and music reproduction equipment is banned from the hangar floor. Customer may play music inside of its shop or office space at a reasonable volume level so long as it is not audible in other offices or on the hangar floor.
6. Customer shall not block open any hangar access doors or fire doors.
7. All of Customer's employees, agents, independent contractors and invitees shall obtain and display proper identification in accordance with prevailing regulations of the airport for all areas of the Facility where required. All costs incurred in obtaining such required identification badge authorizations or endorsements shall be borne wholly by Customer.
8. Customer is not permitted to store or maintain hazardous or toxic materials and/or regulated substances as defined by state and federal environmental regulations on or in the hangar space or office space (with the exception of fuel and oil on board an aircraft as well as cleaning solvents, used for cleaning parts and accessories, provided that storage of such solvents will be in containers that meet the specifications, if any, of the applicable guidelines and regulations) without prior authorization from Jet Aviation which may be withheld at Jet Aviation's reasonable discretion. In the event of a hazardous or toxic material spill, Customer shall notify Jet Aviation immediately. Customer shall be responsible for the proper handling of all hazardous or toxic materials and/or regulated substances generated by Customer, its employees, agents, independent contractors and invitees, as a result of its and their use of the hangar space and office space and/or contiguous common areas. Storage, handling, removal and disposal of all such hazardous materials and/or regulated substances shall be accomplished by Jet Aviation in accordance with Local, State and Federal guidelines and regulations and Customer shall reimburse Jet Aviation for its out of pocket expenses.



## CONSENT TO SUBLEASE

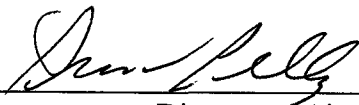
**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated November 1, 2011, and commencing on November 1, 2011, (the "Sublease") with Comvest Group Holdings, LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

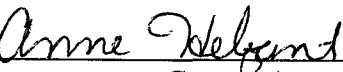
It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

NOV 16 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

## **FACILITY TENANT AGREEMENT**

This **FACILITY TENANT AGREEMENT** (the "Agreement"), dated as of November 1, 2011 is entered into by and between Jet Aviation Associates, Ltd., a Florida limited company ("Jet Aviation"), and Comvest Group Holdings, L.L.C. a limited liability company ("Customer").

**WHEREAS**, Customer wishes to have Jet Aviation provide office space, as hereinafter defined, at the facility operated by Jet Aviation at Palm Beach International Airport (the "Facility");

**WHEREAS**, at the Facility, Jet Aviation sells aircraft fuel, maintains hangars for the storage of aircraft, leases office space, and provides certain other services to aircraft operators; and

**WHEREAS**, Jet Aviation desires to provide to Customer at the Facility office space and certain products and services concerning the Aircraft, and Customer desires to purchase from Jet Aviation at the Facility certain products and services concerning the Aircraft.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**1. Office Space:**

- a. Jet Aviation hereby leases to Customer on the terms and conditions hereinafter stated, and Customer hereby leases from Jet Aviation on such terms and conditions, certain Office Space in the building commonly known as 1517 Perimeter Road suite 529 as more fully described below.
- b. As used in this Agreement, "Office Space" means the approximately 351 rentable square feet of space located in the Hangar.
- d. Jet Aviation shall provide Customer with sufficient space to store the Aircraft a Piaggio Tail Number N155SY within the hangar (the "Hangar Space").
- e. Jet Aviation shall, at its expense, provide all utilities for the Hangar Space and Office Space, including but not limited to heat and air conditioning but excluding telephones and communication equipment. Customer shall have the right to install telephones and other communication equipment in the Office Space at its expense. Office cleaning services and security services are not included.

- f. Customer shall obtain written approval from Jet Aviation prior to commencing any modification of existing office ceilings, wall boundaries or electrical and plumbing.
- g. Jet Aviation shall afford Customer access to the Hangar Space and the Office Space seven (7) days per week and twenty-four (24) hours per day.
- h. Jet Aviation shall, at its expense, repair and maintain the Hangar in good condition including its structural and non-structural components.
- i. In the event Jet Aviation is required to close its operations at the Facility for reasons associated with terror attacks, high security lock downs, war or similar events, Customer acknowledges that advance notice to Jet Aviation for building access by Customer may be required.

## **2. Term**

- a. This Agreement shall commence on November 1, 2011 (the "Commencement Date") and shall expire at 12:00 o'clock midnight on October 31, 2012; unless sooner terminated as provided herein. With the prior written consent of both parties, this Agreement may be renewed for one additional (1) year period following the expiration of the initial term of this Agreement. Jet Aviation reserves the right to adjust the yearly payment schedule and will provide the customer with sixty (60) days written notice of any such adjustment.
- b. This Agreement will automatically terminate upon the termination or expiration of the Lease Agreement (as defined in Section 3), or as otherwise expressly directed in writing by Palm Beach County, and no damages, monies or compensation will be owed to Customer by Jet Aviation.
- c. Jet Aviation may terminate this Agreement upon written notice to Customer after the occurrence of any Event of Default by Customer that is not cured within the applicable cure period, if any, provided in Section 11 of this Agreement, or termination or expiration of the Occupancy Agreement (as defined in Section 3), or as otherwise expressly directed in writing by Palm Beach County. Upon any such termination, Customer shall remove all of Customer's property from the Hangar and pay to Jet Aviation all outstanding fees and other charges due and owing Jet Aviation under this Agreement on or before the effective date of termination. If Customer should fail to vacate the Hangar Space or the Office Space within such period, Jet Aviation may, to the extent permitted by applicable law, peaceably enter upon the Hangar Space and the Office Space and remove Customer's property without further notice, demand or court proceeding and without liability to Customer. Jet Aviation shall be under no duty or obligation to store or maintain any of

Customer's property at any time and shall not be liable to Customer for any damage to or destruction of such property. If Jet Aviation stores the property, Customer shall be liable to Jet Aviation for the costs and expenses of transportation and storage.

3. **Payment**

- a. Customer shall pay to Jet Aviation a security deposit equal to one month's rent and last months rent on or prior to the Commencement Date.
- b. Customer shall pay Jet Aviation on or prior to the first day of each month per the rate schedule below:

Effective: November 1, 2011

Office Space: \$

Hangar Space: \$

Office Furniture: \$

**Total: \$ per month plus applicable taxes**

- c. Customer, upon payment of the rentals and performance of the covenants on Customer's part to be performed, shall and may peaceably and quietly have, hold and enjoy the Hangar Space and the Office Space during the term of this Agreement.
- d. In consideration of the payments referred to in Section 3.b., Customer shall also have the right to use free of charge the following services and amenities at the Facility:
  - (i) Jet Aviation's services in moving the Aircraft pursuant to Section 4 or as requested by Customer;
  - (ii) The Ramp Space to temporarily park the Aircraft;
  - (iii) A reasonable number of automotive parking spaces existing as of the original date of this Agreement; and
  - (iv) The common areas including halls, lobbies, delivery passages, drinking fountains, public toilets and the like.
- e. Customer acknowledges that this Agreement is subject to the Lease Agreement between Palm Beach County and Jet Aviation. In the event that an appraisal of the Land and Building by Palm Beach County or its designated agent is performed in accordance with the Lease Agreement

and an increase of rent is imposed upon Jet Aviation, then Jet Aviation has the right to immediately pass on the increase to Customer. Any such increase shall be in addition to all other amounts payable by Customer pursuant to this Agreement.

**4. Movement of the Aircraft**

- a. The Aircraft shall only be moved by Jet Aviation, or by the joint efforts of Jet Aviation and Customer, as hereinafter specifically provided.
- b. If the efficient operation of the Hangar requires that the Aircraft be temporarily moved or parked within the Hangar or the adjoining ramp, then Jet Aviation shall coordinate its plans with the Customer's crew or maintenance personnel in order to minimize disruption and excessive movement of the Aircraft.
- c. Jet Aviation shall move the Aircraft by towing only. No employee of Jet Aviation shall enter the Aircraft, except with the written or oral consent of an authorized Customer employee (except in the case of an emergency, in which case no notice or consent is required). The Aircraft shall only be moved to the extent necessary for the efficient operation of the Hangar, or as requested by Customer.

**5. Use of the Hangar**

- a. This Agreement allows Customer's employees to use an area of the Hangar, designated by Jet Aviation from time to time, for the purpose of storing the Aircraft.
- b. Except as otherwise provided herein, Customer is prohibited from using the Hangar Space, the Office Space or any portion of the Facility for any purpose other than aforementioned including, without limitation, commercial activity.
- c. Customer shall not cause or permit the Hangar Space or the Office Space to be used in any way (i) which constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, or (ii) which unreasonably interferes with the rights of any other users of the Facility, or (iii) which constitutes a nuisance or waste.
- d. Customer's rights granted herein are subject and subordinate to the terms and conditions of the Occupancy Agreement. Nothing in this Agreement shall create or purport to create any obligations of Palm Beach County to Customer, and Palm Beach County shall be deemed an intended third party beneficiary of this Agreement.

- e. Customer shall keep and maintain the Hangar Space and the Office Space and every part thereof in good and clean condition and in accordance with reasonable rules or regulations established by Jet Aviation or Palm Beach County from time to time during the term of this Agreement (see Schedule 1 attached). Customer shall not make any alterations or additions to the Hangar Space or the Office Space without first obtaining Jet Aviation's written permission and shall return occupancy at the termination of this Agreement in the same and in as good condition as exists on the date of this Agreement, reasonable wear and tear, damage by fire or casualty through no fault of Customer and modifications expressly approved by Jet Aviation excepted.

## **6. Fuel**

- a. During the initial term of this Agreement (and any extended term), Customer shall purchase from Jet Aviation at the Facility, and Jet Aviation shall sell to Customer at the Facility, all of Customer's requirements for Jet-A fuel for the Aircraft while at Palm Beach International Airport.
- b. Customer shall use an EXXON Air World credit card or any other acceptable credit card when purchasing Jet-A fuel from Jet Aviation.
- c. Jet Aviation agrees to sell Jet-A fuel to Customer at a price of \$      per gallon above Jet Aviation's cost.
- d. In the event a fuel spill occurs during the refueling of Customer aircraft that is caused by Jet Aviation's negligence, or refueling equipment failure, Jet Aviation will be responsible for fuel spill cleanup costs incurred. Customer will be responsible for fuel cleanup costs and hazardous waste disposal charges that result from any fuel spill from Customer's aircraft that results from failure of aircraft systems or components during refueling or fuel transfer.

## **7. Maintenance**

- a. Subject to the provisions hereinafter set forth, Customer may conduct or cause to be conducted general maintenance on its Aircraft while in the Hangar. Customer may only use the maintenance support of its own employees.
- b. Aircraft maintenance activities performed in the Hangar shall be limited to include minor due cards, troubleshooting, minor component replacements, post flights, preflight, servicing and the like, provided such activities can be conducted in a manner that is non-intrusive to neighboring tenants, does not

impose on hangar operations, or effect the cleanliness and image of the Facility. Customer shall indemnify, defend and hold harmless Jet Aviation from and against any and all claims or liability arising out aircraft maintenance activities performed by Customer or by any employee, contractor or customer of Customer, except to the extent such claims or liability result solely from the gross negligence or willful misconduct of Jet Aviation.

- d. Customer agrees not to contract or otherwise permit third parties to perform aircraft cleaning in the Facility without prior permission from Jet Aviation's FBO Manager.
- e. ~~Upon request by an authorized representative of Customer, Jet Aviation will provide Customer with aircraft cleaning services at the current posted hourly retail rate. Invoices will be payable within fifteen (15) days from the date of invoice, unless other arrangements are agreed to for specific work.~~
- f. Jet Aviation shall dispose of all hazardous waste generated by Customer in its maintenance of the Aircraft pursuant to the maintenance activities of the Customer's employees in the Hangar, and Customer shall reimburse Jet Aviation for its reasonable out-of-pocket expenses incurred in disposing of such hazardous waste. Customer shall abide by Jet Aviation's policies and all applicable laws and regulations regarding temporary storage and disposal of hazardous waste, and shall also notify Jet Aviation of the quantities thereof, and their location. Customer shall indemnify, defend and hold harmless Jet Aviation from any and all claims or liability arising out of any disposal of hazardous waste generated from the Hangar Space or the Office Space by Customer or by any employee, contractor or customer of Customer, except to the extent such claims or liability result solely from the gross negligence or willful misconduct of Jet Aviation.
- g. Customer employees and guests shall abide by safety regulations imposed by federal and local authorities, including but not limited to the use of goggles and hearing protectors, and their proper use shall not be the responsibility of Jet Aviation. Jet Aviation shall be held harmless and without obligation for any and all damage or injury caused by the negligent utilization of the Hangar Space or Office Space and equipment therein by Customer or Customer's employees and guests.
- h. Customer will mark all ground equipment/maintenance equipment owned or leased by Customer **"For Comvest Group Holdings, L.L.C. use only"**. Customer will ensure all aircraft parts/materials removed or to be installed by

Customer and left unattended within the Hangar are tagged, with each tag identifying the part as belonging to Customer and for Customer's use only.

**8. Insurance**

- a. Customer shall, at its expense, carry and maintain in full force and effect, with an insurer acceptable to Jet Aviation, Airport Premises Liability Insurance (including Blanket Contractual Liability). Such insurance shall be in an amount not less than \$5,000,000 (five million) Combined Single Limit each occurrence.

Customer shall, at its expense, carry and maintain in full force and effect, aircraft operations insurance for bodily injury/property damage and passengers with a combined single limit each occurrence of not less than \$25,000,000 evidenced by certificate and at each subsequent renewal as long as agreement is in effect.

Customer shall, at its expense, carry and maintain in full force and effect, automobile liability insurance to a minimum limit of five hundred thousand dollars (\$500,000) per occurrence for all of Customer's owned, non-owned or hired vehicles operating on or proximate to the Facility.

- b. Any insurance policy carried by Customer in accordance with Section 8.a., and any insurance policy taken out in substitution or replacement therefore, shall:
- (i) designate Jet Aviation and, if requested by Jet Aviation, Palm Beach County, as Additional Insured;
  - (ii) provide that, if (1) such policy is canceled for any reason, or (2) any substantial change is made in the coverage thereunder that adversely affects the interests of Jet Aviation, or (3) such policy is allowed to lapse or be canceled for non-payment of premium, any such cancellation, substantial change in coverage or lapse shall not become effective until thirty (30) days, or in the event of non-payment of premium, ten (10) days advance notice in writing to Jet Aviation;
  - (iii) provide for primary insurance, i.e., without the right of contribution from any insurance carried by Jet Aviation;
  - (iv) provide that Jet Aviation shall have no obligation or liability for premiums, assessment, or calls in connection with such insurance policy; and



- (v) Jet Aviation shall be included with a waiver of subrogation by the insurers and Customer.
- c. Within thirty (30) days after execution and delivery of this Agreement, Customer shall deliver to Jet Aviation certificates of insurance, issued by Customer insurer in form acceptable to Jet Aviation, evidencing the coverage referred to in Sections 8.a. and b. Each such certificate shall indicate the date and number of the policy, the exact name of the insured thereon, and the coverage thereunder applicable to Customer aircraft stored at the Facility.
- d. Customer waives any claims it may have against Jet Aviation, its officers, agents, employees or affiliates for any loss or damage to the Aircraft unless ~~caused by gross negligence or intentional or willful misconduct of Jet Aviation, its officers, agents, employees or affiliates.~~

**9. Destruction of Premises**

- a. If the Office Space or Hangar Space (collectively, the "Premises") are damaged or destroyed, in whole or in part, by fire, casualty, or acts of God or the public enemy, Jet Aviation may, at its option, give notice to Customer within sixty (60) days after such damage or destruction terminating this Agreement as of the date specified in such notice, which date shall be no less than thirty (30), nor more than sixty (60), days after the giving of such notice. In the event of giving such notice, this Agreement shall expire on the date specified in such notice and the payments pursuant to Section 3 a. shall be paid up to the date of such damage or destruction. If Jet Aviation does not exercise its option to give such notice, it shall restore the Premises to a tenantable condition promptly, but in any event not later than two hundred seventy (270) days after the aforementioned damage or destruction.
- b. Until the Premises are restored to a tenantable condition, the fees hereinbefore provided shall abate entirely if the entire Premises are rendered untenable, or if only a part is rendered untenable, the fees shall abate pro rata for the portion rendered untenable; provided, however, that Customer shall have no obligation to make any pro rata payment unless Customer can, in its judgment, safely store the Aircraft in that portion of the Hangar Space remaining in a tenantable condition and can conduct normal operations in that portion of the Office Space remaining in a tenantable condition.
- c. Notwithstanding the foregoing, if the Premises are damaged or destroyed as a result of the negligence, omission, or willful act of Customer, its agents, representatives, employees, guests or invitees, then in that event there shall

be no abatement of the fees. Furthermore, Customer shall be responsible for the restoration of the Premises to their original condition to the extent that any damage thereto is caused by the sole negligence, omission or willful act, of Customer.

**10. Events of Default**

- a. An "Event of Default" will occur if either party:
- (i) Fails to make any payments required to be made to the other party under the terms of this Agreement on or prior to the date such payments shall become due and payable;
  - (ii) Fails to perform any of the terms, covenants, or conditions contained in this Agreement required to be performed by such party; or
  - (iii) Becomes insolvent or bankrupt or makes an assignment for the benefit of creditors.

**11. Curing an Event of Default**

- a. If any one or more Events of Default by Jet Aviation or Customer shall occur and be continuing, the other party may give notice pursuant to Section 14 to the party in default specifying such Event of Default and stating that this Agreement shall terminate on a specified date, which date shall be at least thirty (30) days after the date of giving such notice, unless such Event of Default shall have been cured by such date;
- b. Notwithstanding the provisions of Section 11.a., if any Event of Default is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, and failure to cure the same within such period will not have an immediate adverse effect upon Jet Aviation or the Aircraft, then if the party in default shall have diligently commenced the curing of such Event of Default during said thirty (30) day period, the party in default shall have an additional fifteen (15) days, for a total of not more than forty-five (45) days to cure the Event of Default.
- c. If the Event of Default is non-payment of any amounts due Jet Aviation by Customer under this Agreement, then Jet Aviation may terminate this Agreement by giving Customer notice of termination fifteen (15) days prior thereto, unless such Event of Default shall have been cured within such fifteen (15) days.
- d. If, after the periods specified in Sections 11.a., b. or c. have expired, the Event of Default shall still be continuing, this Agreement shall then

automatically terminate. The non-defaulting party shall retain all of its rights to take action against the defaulting party, whether in law or in equity.

**12. Force Majeure**

Neither party nor any of its officers or directors shall be liable for, nor shall they, or any of them, be deemed in default under this Agreement on account of any failure or delay in performance (other than payments required under this Agreement and the requirements relating to the maintenance of insurance) due to causes beyond their control. Said causes include, but are not limited to, delays due to strikes, acts of God, fires, flood, the actions of the United States Government or any other government or agency thereof, both foreign and domestic, or the failure to receive essential parts or services from suppliers.

**13. Illegality**

Notwithstanding anything in this Agreement to the contrary, if Customer is unable to use the Hangar Space or Office Space because the use thereof as contemplated by this Agreement is in violation of any federal, state or municipal law or regulation, and if Jet Aviation cannot cure such violation within thirty (30) days of notice of such violation Customer may terminate this Agreement immediately upon written notice to Jet Aviation and the charges payable by Customer under this Agreement to Jet Aviation shall be proportionately paid up to the earlier of (i) the date of termination or (ii) the date Customer is unable to use any such Hangar Space or Office Space for the purposes contemplated by this Agreement.

**14. Notices**

All notices, demands, or other communications to be delivered or given hereunder shall be in writing and shall be deemed to be duly given upon personal delivery or upon mailing if sent, postage prepaid, by certified or registered mail, return receipt requested, as follows:

If to Customer:

**Mr. Cecilio Rodriguez  
Chief Financial Officer  
Comvest Group Holdings, L.L.C.  
525 Okeechobee Blvd, Suite 1050  
West Palm Beach, Florida 33401**

**Mr. Rick Braddock  
Chief Pilot  
Comvest Group Holdings, L.L.C.  
525 Okeechobee Blvd, Suite 1050  
West Palm Beach, Florida 33401**

If to Jet Aviation:

VP – FBO Services  
Jet Aviation Associates, Ltd.  
Palm Beach International Airport  
1515 Perimeter Road  
West Palm Beach, FL 33406

Either party may change the address to which such communications are to be directed to it and the person to whose attention such communications are to be delivered, by giving notice to the other party in the manner provided in this Section 14.

**15. Entire Agreement; Amendment**

- a. ~~This Agreement contains the entire agreement and understanding between the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, arrangements and understandings relating to such subject matter.~~
- b. This Agreement may be amended, superseded or canceled, and any of the terms thereof may be waived, only by a written instrument specifically stating that it amends, supersedes or cancels this Agreement or waives any of the terms hereof, executed by a corporate officer of each of the parties, or in the case of a waiver, by the corporate officer of the party waiving compliance.

**16. Waivers**

The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce same. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

**17. Certain Interpretive Matters**

- a. Section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

- c. No provision of this Agreement shall be interpreted in favor of, or against, either party hereto by reason of the extent to which any such party or its legal counsel participated in the drafting thereof or by reason of the extent to which such provision is inconsistent with any prior draft of this Agreement.
- d. The words "herein," "hereof," "hereto," "hereunder" and words of similar import refer to this Agreement.
- e. The term "Agreement" as used herein shall mean this Agreement and Exhibit A attached hereto.

**18. Assignment; Successors**

~~Neither this Agreement nor the rights and obligations hereunder may be assigned or transferred in any manner by any party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.~~

**19. Confidentiality**

All financial terms and conditions including the payments to be made by Customer to Jet Aviation pursuant to this Agreement are considered confidential information by Jet Aviation and Customer and each party agrees to keep such information confidential, except as may be required to the contrary by any applicable law, rule or regulation.

**20. Applicable Law/Venue**

This Agreement shall be construed and governed in accordance with the laws of the State of Florida without regard to its conflict of laws principles, and the parties agree and consent to exclusive venue and jurisdiction in the state and federal courts of Florida. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**21. Waiver of Jury Trial**

The parties hereby knowingly, voluntarily and intelligently waive their rights to a jury trial in any action, suit or proceeding relating to, arising under or in connection with this agreement and any other document, agreement or instrument executed and delivered in connection with the foregoing. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**22. Limitation of Liability/Exclusion of Punitive and Consequential Damages**

Notwithstanding any provision of this agreement to contrary, under no circumstances shall either party be liable to the other (i) for any punitive, exemplary or other special damages arising under or relating to this agreement or the subject matter hereof, (ii) for any indirect, incidental or consequential damages (including without limitation loss of use, income, profits or anticipated profits, business or business opportunity, savings, data, or business reputation) arising under or relating to this agreement or the subject matter hereof, regardless of whether such damages are based in contract, breach of warranty, tort, negligence or any other theory, and regardless of whether such party has been advised of, knew of, or should have known of the possibility of such damages. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

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**23. Indemnification**

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To the extent permitted by law, Customer shall defend, indemnify, and hold harmless Jet Aviation and its affiliates, and its and their respective employees, officers, directors and agents, from and against all claims, demands, suits, actions or other proceedings brought by third parties ("Claims"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including reasonable attorneys' fees), as a result of such Claims (collectively, "Losses"), to the extent such Claims: (i) arise out of or are or were caused by Customer's breach of its obligations under this Agreement or (ii) arise out of or are or were caused by Customer's negligence or misconduct. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**24. Severability**

- a. The provisions of this Agreement shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any one provision or portion of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- b. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability and any prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**25. Attorneys Fees**

- a. If either party hereto receives a judgment or award in its favor against the other party hereto in any litigation or proceeding concerning this Agreement, the prevailing party shall be entitled to reimbursement from the other party of

its reasonable attorneys' fees and other costs and expenses incident to such litigation or proceeding.

**26. Property Rights**

- a. Nothing in this Agreement shall be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in Customer, nor shall this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Jet Aviation and Customer.

**27. Radon Gas**

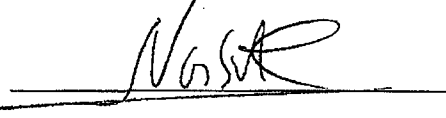
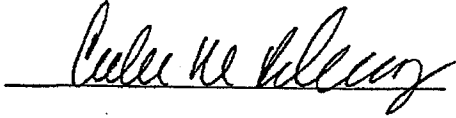
~~Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information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

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day first above written.

Comvest Group Holdings, L.L.C.

Jet Aviation Associates, Ltd.



Name: Cecilio Rodriguez

Name: Norbert Ehrich

Title: Chief Financial Officer

Title: VP – FBO Services

Date: 10/4/2011

Date: 10/4/2011



# **SCHEDULE 1** **RULES AND REGULATIONS**

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These guidelines are not all-inclusive and may be modified or added to at any time by Jet Aviation provided such guidelines are reasonable, uniformly applied and do not modify any provision of the Agreement.

1. Storage lockers situated in a hangar are to be acquired through Jet Aviation to ensure uniformity in color and size. These lockers shall be on casters to allow moving for cleaning purposes. Storage lockers will be limited to two (2) per aircraft one (1) per helicopter based in the hangar.
2. All Aircraft support equipment is to be secured and stored inside each tenant shop when not in use and at the end of the workday. This includes power carts, jacks, toolboxes and parts. Work stands and other equipment too large for the shops will be stored in a designated area of the hangars and the use of that space shall be charged to Customer.
3. A clean work area is the responsibility of Customer. It is Jet Aviation's intention to maintain a high degree of cleanliness at all times. All spills and debris are to be contained and cleaned by Customer immediately.
4. No vehicles are permitted in the hangar or other restricted areas, other than Jet Aviation-owned tugs for repositioning aircraft and forklift operations as necessary.
5. All radio and music reproduction equipment is banned from the hangar floor. Customer may play music inside of its shop or office space at a reasonable volume level so long as it is not audible in other offices or on the hangar floor.
6. Customer shall not block open any hangar access doors or fire doors.
7. All of Customer's employees, agents, independent contractors and invitees shall obtain and display proper identification in accordance with prevailing regulations of the airport for all areas of the Facility where required. All costs incurred in obtaining such required identification badge authorizations or endorsements shall be borne wholly by Customer.
8. Customer is not permitted to store or maintain hazardous or toxic materials and/or regulated substances as defined by state and federal environmental regulations on or in the hangar space or office space (with the exception of fuel and oil on board an aircraft as well as cleaning solvents,

used for cleaning parts and accessories, provided that storage of such solvents will be in containers that meet the specifications, if any, of the applicable guidelines and regulations) without prior authorization from Jet Aviation which may be withheld at Jet Aviation's reasonable discretion. In the event of a hazardous or toxic material spill, Customer shall notify Jet Aviation immediately. Customer shall be responsible for the proper handling of all hazardous or toxic materials and/or regulated substances generated by Customer, its employees, agents, independent contractors and invitees, as a result of its and their use of the hangar space and office space and/or contiguous common areas. Storage, handling, removal and disposal of all such hazardous materials and/or regulated substances shall be accomplished by Jet Aviation in accordance with Local, State and Federal guidelines and regulations and Customer shall reimburse Jet Aviation for its out of pocket expenses.

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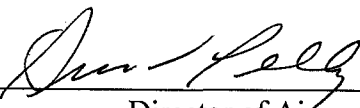
## CONSENT TO SUBLEASE

**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 Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated June 1, 2011, and commencing on June 1, 2011, (the "Sublease") with Continental Mining and Metallurgical Corp., (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

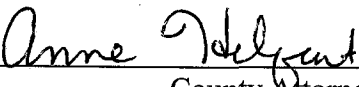
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE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

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

APPROVED this \_\_\_ day of SEP 27 2011 20\_\_\_, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By:   
Title: Director of Airports

Approved as to Form and Legal  
Sufficiency:

By:   
County Attorney

**FACILITY TENANT AGREEMENT**

This **FACILITY TENANT AGREEMENT** (the "Agreement"), dated as of June 1<sup>st</sup>, 2011 is entered into by and between Jet Aviation Associates, Ltd., a Florida limited company ("Jet Aviation"), and Continental Mining & Metallurgical Corp. a Corporation.

**WHEREAS**, Customer wishes to have Jet Aviation store the Aircraft, as hereinafter defined, at the facility operated by Jet Aviation at Palm Beach International Airport (the "Facility");

**WHEREAS**, at the Facility, Jet Aviation sells aircraft fuel, maintains hangars for the storage of aircraft, leases office space, and provides certain other services to aircraft operators; and

**WHEREAS**, Jet Aviation desires to provide to Customer at the Facility aircraft hangar space and office space and certain products and services concerning the Aircraft, and Customer desires to purchase from Jet Aviation at the Facility certain products and services concerning the Aircraft.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**1. Hangar Space**

- a. Jet Aviation hereby leases to Customer on the terms and conditions hereinafter stated, and Customer hereby leases from Jet Aviation on such terms and conditions, certain Hangar Space in the building commonly known as One of the Five Hangars. (the "Hangar"), all as more fully described below.
- b. As used in this Agreement, "Aircraft" means the Falcon 2000, Serial Number 32, Tail Number N132FJ, or any replacement aircraft which Customer may from time to time substitute therefore for purposes of this Agreement; provided, however, that such substituted aircraft shall not be larger than the aircraft for which it is being substituted.
- c. As used in this Agreement, "Office Space" is not Rented.
- d. Jet Aviation shall provide Customer with sufficient space to store the Aircraft within the hangar (the "Hangar Space").
- e. Jet Aviation shall, at its expense, provide all utilities for the Hangar Space including but not limited to heat and air conditioning but excluding telephones and communication equipment.

- f. Customer shall obtain written approval from Jet Aviation prior to commencing any modification of existing office ceilings, wall boundaries or electrical and plumbing.
- g. Jet Aviation shall afford Customer access to the Hangar Space seven (7) days per week and twenty-four (24) hours per day.
- h. Jet Aviation shall, at its expense, repair and maintain the Hangar in good condition including its structural and non-structural components.
- i. In the event Jet Aviation is required to close its operations at the Facility for reasons associated with terror attacks, high security lock downs, war or similar events, Customer acknowledges that advance notice to Jet Aviation for building access by Customer may be required.

## 2. Term

- a. This Agreement shall commence on 01 June 2011 (the "Commencement Date") and shall expire at 12:00 o'clock midnight on 31 May 2012; unless sooner terminated as provided herein. With the prior written consent of both parties, this Agreement may be renewed for one additional (1) year period following the expiration of the initial term of this Agreement. Jet Aviation reserves the right to adjust the yearly payment schedule and will provide the customer with sixty (60) days written notice of any such adjustment.
- b. This Agreement will automatically terminate upon the termination or expiration of the Lease Agreement (as defined in Section 3), or as otherwise expressly directed in writing by Palm Beach County, and no damages, monies or compensation will be owed to Customer by Jet Aviation.
- c. Jet Aviation may terminate this Agreement upon written notice to Customer after the occurrence of any Event of Default by Customer that is not cured within the applicable cure period, if any, provided in Section 11 of this Agreement, or termination or expiration of the Occupancy Agreement (as defined in Section 3), or as otherwise expressly directed in writing by Palm Beach County. Upon any such termination, Customer shall remove all of Customer's property from the Hangar and pay to Jet Aviation all outstanding fees and other charges due and owing Jet Aviation under this Agreement on or before the effective date of termination. If Customer should fail to vacate the Hangar Space within such period, Jet Aviation may, to the extent permitted by applicable law, peaceably enter upon the Hangar Space and remove Customer's property without further notice, demand or court proceeding and without liability to Customer. Jet Aviation shall be under no duty or obligation to store or maintain any of Customer's property at any time

and shall not be liable to Customer for any damage to or destruction of such property. If Jet Aviation stores the property, Customer shall be liable to Jet Aviation for the costs and expenses of transportation and storage.

**3. Payment**

- a. Customer shall pay to Jet Aviation a security deposit equal to one month's rent on or prior to the Commencement Date.
- b. Customer shall pay Jet Aviation on or prior to the first day of each month per the rate schedule below:

Effective: 01 June 2011  
Hangar Space: \$ \_\_\_\_\_ /h plus tax

**Total:** \_\_\_\_\_ per month

- c. Customer, upon payment of the rentals and performance of the covenants on Customer's part to be performed, shall and may peaceably and quietly have, hold and enjoy the Hangar Space during the term of this Agreement.
- d. In consideration of the payments referred to in Section 3.b., Customer shall also have the right to use free of charge the following services and amenities at the Facility:
  - (i) Jet Aviation's services in moving the Aircraft pursuant to Section 4 or as requested by Customer;
  - (ii) The Ramp Space to temporarily park the Aircraft;
  - (iii) A reasonable number of automotive parking spaces existing as of the original date of this Agreement; and
  - (iv) The common areas including halls, lobbies, delivery passages, drinking fountains, public toilets and the like.
- e. Customer acknowledges that this Agreement is subject to the Lease Agreement between Palm Beach County and Jet Aviation. In the event that an appraisal of the Land and Building by Palm Beach County or its designated agent is performed in accordance with the Lease Agreement and an increase of rent is imposed upon Jet Aviation, then Jet Aviation has the right to immediately pass on the increase to Customer. Any such increase shall be in addition to all other amounts payable by Customer pursuant to this Agreement.

**4. Movement of the Aircraft**

- a. The Aircraft shall only be moved by Jet Aviation, or by the joint efforts of Jet Aviation and Customer, as hereinafter specifically provided.
- b. If the efficient operation of the Hangar requires that the Aircraft be temporarily moved or parked within the Hangar or the adjoining ramp, then Jet Aviation shall coordinate its plans with the Customer's crew or maintenance personnel in order to minimize disruption and excessive movement of the Aircraft.
- c. Jet Aviation shall move the Aircraft by towing only. No employee of Jet Aviation shall enter the Aircraft, except with the written or oral consent of an authorized Customer employee (except in the case of an emergency, in which case no notice or consent is required). The Aircraft shall only be moved to the extent necessary for the efficient operation of the Hangar, or as requested by Customer.

**5. Use of the Hangar**

- a. This Agreement allows Customer's employees to use an area of the Hangar, designated by Jet Aviation from time to time, for the purpose of storing the Aircraft.
- b. Except as otherwise provided herein, Customer is prohibited from using the Hangar Space or any portion of the Facility for any purpose other than aforementioned including, without limitation, commercial activity.
- c. Customer shall not cause or permit the Hangar Space to be used in any way (i) which constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, or (ii) which unreasonably interferes with the rights of any other users of the Facility, or (iii) which constitutes a nuisance or waste.
- d. Customer's rights granted herein are subject and subordinate to the terms and conditions of the Occupancy Agreement. Nothing in this Agreement shall create or purport to create any obligations of Palm Beach County to Customer, and Palm Beach County shall be deemed an intended third party beneficiary of this Agreement.
- e. Customer shall keep and maintain the Hangar Space and every part thereof in good and clean condition and in accordance with reasonable rules or regulations established by Jet Aviation or Palm Beach County from time to time during the term of this Agreement (see Schedule 1 attached).

Customer shall not make any alterations or additions to the Hangar Space without first obtaining Jet Aviation's written permission and shall return occupancy at the termination of this Agreement in the same and in as good condition as exists on the date of this Agreement, reasonable wear and tear, damage by fire or casualty through no fault of Customer and modifications expressly approved by Jet Aviation excepted.

6. Fuel

- a. During the initial term of this Agreement (and any extended term), Customer shall purchase from Jet Aviation at the Facility, and Jet Aviation shall sell to Customer at the Facility, all of Customer's requirements for Jet-A fuel for the Aircraft while at Palm Beach International Airport.
- b. Customer shall use an EXXON Air World credit card when purchasing Jet-A fuel from Jet Aviation.
- c. Jet Aviation agrees to sell Jet-A fuel to Customer at a price of \$      Cents per gallon above Jet Aviation's cost.
- d. In the event a fuel spill occurs during the refueling of Customer aircraft that is caused by Jet Aviation's negligence, or refueling equipment failure, Jet Aviation will be responsible for fuel spill cleanup costs incurred. Customer will be responsible for fuel cleanup costs and hazardous waste disposal charges that result from any fuel spill from Customer's aircraft that results from failure of aircraft systems or components during refueling or fuel transfer.

7. Maintenance

- a. Subject to the provisions hereinafter set forth, Customer may conduct or cause to be conducted general maintenance on its Aircraft while in the Hangar. Customer may only use the maintenance support of its own employees.
- b. Aircraft maintenance activities performed in the Hangar shall be limited to include minor due cards, troubleshooting, minor component replacements, post flights, preflight, servicing and the like, provided such activities can be conducted in a manner that is non-intrusive to neighboring tenants, does not impose on hangar operations, or effect the cleanliness and image of the Facility. Customer shall indemnify, defend and hold harmless Jet Aviation from and against any and all claims or liability arising out aircraft maintenance activities performed by Customer or by any employee, contractor or customer of Customer, except to the extent such claims or



liability result solely from the gross negligence or willful misconduct of Jet Aviation.

- c. In the event maintenance assistance (not included in Section 7.b. above) is required on Customer aircraft while in the Facility, Customer shall request such assistance from Jet Aviation's maintenance department and Jet Aviation shall be given "first opportunity" to furnish such additional maintenance assistance, directly or by contract. In the event Jet Aviation states it is unable to furnish necessary assistance, due to capability limitations or schedule constraints, or is unwilling to perform the requisite maintenance then, Customer will have satisfied this "first opportunity" provision, after which the consent of Jet Aviation to Customer engaging third party maintenance assistance in Jet Aviation's Facility will not be unreasonably withheld.

However, when third party maintenance assistance is engaged or otherwise invited by Customer, Customer shall (i) have a Customer employee present at the Facility at all times that third party maintenance assistance is being performed; (ii) indemnify, defend and hold harmless Jet Aviation from and against any claims resulting from the third party maintenance assistance, including any claims brought against Jet Aviation for any reason by the individual or entity performing the third party maintenance assistance, and (iii) be responsible for ensuring compliance with applicable airport security provisions by Customer and the individual or entity performing the third party maintenance assistance.

- d. Customer agrees not to contract or otherwise permit third parties to perform aircraft cleaning in the Facility without prior permission from Jet Aviation's FBO Manager.
- e. Upon request by an authorized representative of Customer, Jet Aviation will provide Customer with aircraft cleaning services at the current posted hourly retail rate. Invoices will be payable within fifteen (15) days from the date of invoice, unless other arrangements are agreed to for specific work.
- f. Jet Aviation shall dispose of all hazardous waste generated by Customer in its maintenance of the Aircraft pursuant to the maintenance activities of the Customer's employees in the Hangar, and Customer shall reimburse Jet Aviation for its reasonable out-of-pocket expenses incurred in disposing of such hazardous waste. Customer shall abide by Jet Aviation's policies and all applicable laws and regulations regarding temporary storage and disposal of hazardous waste, and shall also notify Jet Aviation of the quantities thereof, and their location. Customer shall indemnify, defend and hold harmless Jet Aviation from any and all claims or liability arising out of any disposal of hazardous waste generated from the Hangar Space by

Customer or by any employee, contractor or customer of Customer, except to the extent such claims or liability result solely from the gross negligence or willful misconduct of Jet Aviation.

- g. Customer employees and guests shall abide by safety regulations imposed by federal and local authorities, including but not limited to the use of goggles and hearing protectors, and their proper use shall not be the responsibility of Jet Aviation. Jet Aviation shall be held harmless and without obligation for any and all damage or injury caused by the negligent utilization of the Hangar Space and equipment therein by Customer or Customer's employees and guests.
- h. Customer will mark all ground equipment/maintenance equipment owned or leased by Customer "For Continental Mining & Metallurgical Corp. use only". Customer will ensure all aircraft parts/materials removed or to be installed by Customer and left unattended within the Hangar are tagged, with each tag identifying the part as belonging to Customer and for Customer's use only.

#### 8. Insurance

- a. Customer shall, at its expense, carry and maintain in full force and effect, with an insurer acceptable to Jet Aviation, Airport Premises Liability Insurance (including Blanket Contractual Liability). Such insurance shall be in an amount not less than \$5,000,000 (five million) Combined Single Limit each occurrence.

Customer shall, at its expense, carry and maintain in full force and effect, aircraft operations insurance for bodily injury/property damage and passengers with a combined single limit each occurrence of not less than \$25,000,000 evidenced by certificate and at each subsequent renewal as long as agreement is in effect.

Customer shall, at its expense, carry and maintain in full force and effect, automobile liability insurance to a minimum limit of five hundred thousand dollars (\$500,000) per occurrence for all of Customer's owned, non-owned or hired vehicles operating on or proximate to the Facility.

- b. Any insurance policy carried by Customer in accordance with Section 8.a., and any insurance policy taken out in substitution or replacement therefore, shall:

- (i) designate Jet Aviation and, if requested by Jet Aviation, Palm Beach County, as Additional Insured;

- (ii) provide that, if (1) such policy is canceled for any reason, or (2) any substantial change is made in the coverage thereunder that adversely affects the interests of Jet Aviation, or (3) such policy is allowed to lapse or be canceled for non-payment of premium, any such cancellation, substantial change in coverage or lapse shall not become effective until thirty (30) days, or in the event of non-payment of premium, ten (10) days advance notice in writing to Jet Aviation;
  - (iii) provide for primary insurance, i.e., without the right of contribution from any insurance carried by Jet Aviation;
  - (iv) provide that Jet Aviation shall have no obligation or liability for premiums, assessment, or calls in connection with such insurance policy; and
  - (v) Jet Aviation shall be included with a waiver of subrogation by the insurers and Customer.
- c. Within thirty (30) days after execution and delivery of this Agreement, Customer shall deliver to Jet Aviation certificates of insurance, issued by Customer insurer in form acceptable to Jet Aviation, evidencing the coverage referred to in Sections 8.a. and b. Each such certificate shall indicate the date and number of the policy, the exact name of the insured thereon, and the coverage thereunder applicable to Customer aircraft stored at the Facility.
- d. Customer waives any claims it may have against Jet Aviation, its officers, agents, employees or affiliates for any loss or damage to the Aircraft unless caused by gross negligence or intentional or willful misconduct of Jet Aviation, its officers, agents, employees or affiliates.

**9. Destruction of Premises**

- a. If the Hangar Space (collectively, the "Premises") are damaged or destroyed, in whole or in part, by fire, casualty, or acts of God or the public enemy, Jet Aviation may, at its option, give notice to Customer within sixty (60) days after such damage or destruction terminating this Agreement as of the date specified in such notice, which date shall be no less than thirty (30), nor more than sixty (60), days after the giving of such notice. In the event of giving such notice, this Agreement shall expire on the date specified in such notice and the payments pursuant to Section 3 a. shall be paid up to the date of such damage or destruction. If Jet Aviation does not exercise its option to give such notice, it shall restore the Premises to a tenantable condition promptly, but in any event not later than two hundred seventy (270) days after the aforementioned damage or destruction.

- b. Until the Premises are restored to a tenantable condition, the fees hereinbefore provided shall abate entirely if the entire Premises are rendered untenable, or if only a part is rendered untenable, the fees shall abate pro rata for the portion rendered untenable; provided, however, that Customer shall have no obligation to make any pro rata payment unless Customer can, in its judgment, safely store the Aircraft in that portion of the Hangar Space remaining in a tenantable condition and can conduct normal operations.
- c. Notwithstanding the foregoing, if the Premises are damaged or destroyed as a result of the negligence, omission, or willful act of Customer, its agents, representatives, employees, guests or invitees, then in that event there shall be no abatement of the fees. Furthermore, Customer shall be responsible for the restoration of the Premises to their original condition to the extent that any damage thereto is caused by the sole negligence, omission or willful act, of Customer.

#### **10. Events of Default**

- a. An "Event of Default" will occur if either party:
  - (i) Fails to make any payments required to be made to the other party under the terms of this Agreement on or prior to the date such payments shall become due and payable;
  - (ii) Fails to perform any of the terms, covenants, or conditions contained in this Agreement required to be performed by such party; or
  - (iii) Becomes insolvent or bankrupt or makes an assignment for the benefit of creditors.

#### **11. Curing an Event of Default**

- a. If any one or more Events of Default by Jet Aviation or Customer shall occur and be continuing, the other party may give notice pursuant to Section 14 to the party in default specifying such Event of Default and stating that this Agreement shall terminate on a specified date, which date shall be at least thirty (30) days after the date of giving such notice, unless such Event of Default shall have been cured by such date;
- b. Notwithstanding the provisions of Section 11.a., if any Event of Default is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, and failure to cure the same within such period will not have an immediate adverse effect upon Jet Aviation or the Aircraft, then if the

party in default shall have diligently commenced the curing of such Event of Default during said thirty (30) day period, the party in default shall have an additional fifteen (15) days, for a total of not more than forty-five (45) days to cure the Event of Default.

- c. If the Event of Default is non-payment of any amounts due Jet Aviation by Customer under this Agreement, then Jet Aviation may terminate this Agreement by giving Customer notice of termination fifteen (15) days prior thereto, unless such Event of Default shall have been cured within such fifteen (15) days.
- d. If, after the periods specified in Sections 11.a., b. or c. have expired, the Event of Default shall still be continuing, this Agreement shall then automatically terminate. The non-defaulting party shall retain all of its rights to take action against the defaulting party, whether in law or in equity.

## **12. Force Majeure**

Neither party nor any of its officers or directors shall be liable for, nor shall they, or any of them, be deemed in default under this Agreement on account of any failure or delay in performance (other than payments required under this Agreement and the requirements relating to the maintenance of insurance) due to causes beyond their control. Said causes include, but are not limited to, delays due to strikes, acts of God, fires, flood, the actions of the United States Government or any other government or agency thereof, both foreign and domestic, or the failure to receive essential parts or services from suppliers.

## **13. Illegality**

Notwithstanding anything in this Agreement to the contrary, if Customer is unable to use the Hangar Space because the use thereof as contemplated by this Agreement is in violation of any federal, state or municipal law or regulation, and if Jet Aviation cannot cure such violation within thirty (30) days of notice of such violation Customer may terminate this Agreement immediately upon written notice to Jet Aviation and the charges payable by Customer under this Agreement to Jet Aviation shall be proportionately paid up to the earlier of (i) the date of termination or (ii) the date Customer is unable to use any such Hangar Space for the purposes contemplated by this Agreement.

## **14. Notices**

All notices, demands, or other communications to be delivered or given hereunder shall be in writing and shall be deemed to be duly given upon personal delivery or upon mailing if sent, postage prepaid, by certified or registered mail, return receipt requested, as follows:

If to Customer:

TJ Easthope-Chief Pilot  
Continental Mining & Metallurgical Corp.  
101 Worth Avenue Apartment 5A  
Palm Beach, Florida 33480

If to Jet Aviation:

Norbert Ehrich  
VP – FBO Services  
Jet Aviation Associates, Ltd.  
Palm Beach International Airport  
1515 Perimeter Road  
West Palm Beach, FL 33406

Either party may change the address to which such communications are to be directed to it and the person to whose attention such communications are to be delivered, by giving notice to the other party in the manner provided in this Section 14.

**15. Entire Agreement; Amendment**

- a. This Agreement contains the entire agreement and understanding between the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, arrangements and understandings relating to such subject matter.
- b. This Agreement may be amended, superseded or canceled, and any of the terms thereof may be waived, only by a written instrument specifically stating that it amends, supersedes or cancels this Agreement or waives any of the terms hereof, executed by a corporate officer of each of the parties, or in the case of a waiver, by the corporate officer of the party waiving compliance.

**16. Waivers**

The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce same. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

**17. Certain Interpretive Matters**

- a. Section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- c. No provision of this Agreement shall be interpreted in favor of, or against, either party hereto by reason of the extent to which any such party or its legal counsel participated in the drafting thereof or by reason of the extent to which such provision is inconsistent with any prior draft of this Agreement.
- d. The words "herein," "hereof," "hereto," "hereunder" and words of similar import refer to this Agreement.
- e. The term "Agreement" as used herein shall mean this Agreement and Exhibit A attached hereto.

**18. Assignment; Successors**

Neither this Agreement nor the rights and obligations hereunder may be assigned or transferred in any manner by any party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

**19. Confidentiality**

All financial terms and conditions including the payments to be made by Customer to Jet Aviation pursuant to this Agreement are considered confidential information by Jet Aviation and Customer and each party agrees to keep such information confidential, except as may be required to the contrary by any applicable law, rule or regulation.

**20. Applicable Law/Venue**

This Agreement shall be construed and governed in accordance with the laws of the State of Florida without regard to its conflict of laws principles, and the parties agree and consent to exclusive venue and jurisdiction in the state and federal courts of Florida. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**21. Waiver of Jury Trial**

The parties hereby knowingly, voluntarily and intelligently waive their rights to a jury trial in any action, suit or proceeding relating to, arising under or in connection with this agreement and any other document, agreement or instrument executed and delivered in connection with the foregoing. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**22. Limitation of Liability/Exclusion of Punitive and Consequential Damages**

Notwithstanding any provision of this agreement to contrary, under no circumstances shall either party be liable to the other (i) for any punitive, exemplary or other special damages arising under or relating to this agreement or the subject matter hereof, (ii) for any indirect, incidental or consequential damages (including without limitation loss of use, income, profits or anticipated profits, business or business opportunity, savings, data, or business reputation) arising under or relating to this agreement or the subject matter hereof, regardless of whether such damages are based in contract, breach of warranty, tort, negligence or any other theory, and regardless of whether such party has been advised of, knew of, or should have known of the possibility of such damages. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**23. Indemnification**

To the extent permitted by law, Customer shall defend, indemnify, and hold harmless Jet Aviation and its affiliates, and its and their respective employees, officers, directors and agents, from and against all claims, demands, suits, actions or other proceedings brought by third parties ("Claims"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including reasonable attorneys' fees), as a result of such Claims (collectively, "Losses"), to the extent such Claims: (i) arise out of or are or were caused by Customer's breach of its obligations under this Agreement or (ii) arise out of or are or were caused by Customer's negligence or misconduct. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**24. Severability**

- a. The provisions of this Agreement shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any one provision or portion of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- b. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability and any prohibition or unenforceability in any



particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**25. Attorneys Fees**

- a. If either party hereto receives a judgment or award in its favor against the other party hereto in any litigation or proceeding concerning this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and other costs and expenses incident to such litigation or proceeding.

**26. Property Rights**

- a. Nothing in this Agreement shall be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in Customer, nor shall this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Jet Aviation and Customer.

**27. Radon Gas**

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

**[SIGNATURE PAGE TO FOLLOW]**

RE: N132FJ

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day first above written.

[CUSTOMER]

Jet Aviation Associates, Ltd.

Thomas P. Costy

Norbert

Name: TJ Easthope

Name: Norbert Ehrich

Title: Chief Pilot

Title: VP - FBO Services

Date: 01 JUNE 2011

Date: 06/27/2011

WITNESS

Veronica Ann Lang

Signature

Veronica Ann Lang

Print Name

### SCHEDULE 1 RULES AND REGULATIONS

These guidelines are not all-inclusive and may be modified or added to at any time by Jet Aviation provided such guidelines are reasonable, uniformly applied and do not modify any provision of the Agreement.

1. Storage lockers situated in a hangar are to be acquired through Jet Aviation to ensure uniformity in color and size. These lockers shall be on casters to allow moving for cleaning purposes. Storage lockers will be limited to two (2) per aircraft one (1) per helicopter based in the hangar.
2. All Aircraft support equipment is to be secured and stored inside each tenant shop when not in use and at the end of the workday. This includes power carts, jacks, toolboxes and parts. Work stands and other equipment too large for the shops will be stored in a designated area of the hangars and the use of that space shall be charged to Customer.
3. A clean work area is the responsibility of Customer. It is Jet Aviation's intention to maintain a high degree of cleanliness at all times. All spills and debris are to be contained and cleaned by Customer immediately.
4. No vehicles are permitted in the hangar or other restricted areas, other than Jet Aviation-owned tugs for repositioning aircraft and forklift operations as necessary.
5. All radio and music reproduction equipment is banned from the hangar floor. Customer may play music inside of its shop or office space at a reasonable volume level so long as it is not audible in other offices or on the hangar floor.
6. Customer shall not block open any hangar access doors or fire doors.
7. All of Customer's employees, agents, independent contractors and invitees shall obtain and display proper identification in accordance with prevailing regulations of the airport for all areas of the Facility where required. All costs incurred in obtaining such required identification badge authorizations or endorsements shall be borne wholly by Customer.
8. Customer is not permitted to store or maintain hazardous or toxic materials and/or regulated substances as defined by state and federal environmental regulations on or in the hangar space or office space (with the exception of fuel and oil on board an aircraft as well as cleaning solvents, used for cleaning parts and accessories, provided that storage of such solvents will be in containers that meet the specifications, if any, of the applicable guidelines and regulations) without prior authorization from Jet Aviation which may be withheld at Jet Aviation's reasonable discretion. In the event of a hazardous or toxic material spill, Customer shall notify Jet Aviation immediately. Customer shall be responsible for the proper handling of all hazardous or toxic materials and/or regulated substances generated by Customer, its employees, agents, independent contractors and invitees, as a result of its and their use of the hangar space and office space and/or contiguous common areas. Storage, handling, removal and disposal of all such hazardous materials and/or regulated substances shall be accomplished by Jet Aviation in accordance with Local, State and Federal guidelines and regulations and Customer shall reimburse Jet Aviation for its out of pocket expenses.

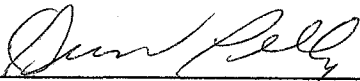
## CONSENT TO SUBLEASE

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated June 1, 2011, and subsequent Amendment 1 effective on July 1, 2011, (the "Sublease") with Continental Mining and Metallurgical Corp., (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

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

APPROVED this \_\_\_ day of SEP 27 2011 20\_\_, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By:   
Title: Director of Airports

Approved as to Form and Legal  
Sufficiency:

By:   
County Attorney

AMENDMENT 1  
TO LEASE BETWEEN JET AVIATION ASSOCIATES, LTD. AND  
Continental Mining & Metallurgical Corp. A Corporation Dated JUNE 1, 2011

WHEREAS, Jet Aviation Associates, Ltd. ("Lessor") and Continental Mining & Metallurgical Corp. A Corporation ("Lessee") entered into a Lease dated June 1, 2011 (the "Lease") under which Lessee leases certain Hangar Space from Lessor at Lessor's facility at Palm Beach International Airport ("Premises"); and

WHEREAS, Lessee desires to lease from Lessor certain office space at the Premises; and

WHEREAS, the parties have agreed to amend the Lease to include therein Lessee's lease of the office space;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Amendment 1 (the "Amendment") to the Lease shall be effective on July 1, 2011 (the "Effective Date"). All terms and conditions of the Lease not affected by this Amendment shall remain unchanged and in full force and effect. All capitalized terms not defined in this Amendment shall be as defined in the Lease.

2. The parties agree to amend Section 1.1 of the Lease as follows:

Delete Section 1.1 in its entirety and replace it with the following:

"1.1 Office Space. Lessor shall lease and otherwise provide Lessee that office identified as office Suite MW 220 with approximately 65 square feet (the "Office Space"). Lessee shall use the Office Space exclusively as office space in connection with the Aircraft."

3. The parties agree to amend Section 1.3 of the Lease as follows:

Insert the words "and Office Space" after the words "The Hangar Space".

4. The parties agree that the monthly rent for the Office will be \$ \_\_\_\_\_ plus tax and agree to amend Section 4.1 of the Lease as follows:

Insert the words "and \_\_\_\_\_ plus tax for the office space" after the words "the hangar space". \_\_\_\_\_ plus tax for

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment 1 to the Lease to be executed as of the Effective Date.

Signed, sealed and delivered.

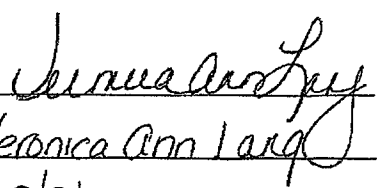
**LESSOR:**

By: 

Norbert Ehrich - VP FBO Services

Date: 8/8/2011

Witness:

Signature: 

Name: Veronica Ann Lang

Date: 8/8/2011

**LESSEE:**

By: 

TJ Easthope - Chief Pilot

Date: 26 JULY 2011

Witness:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

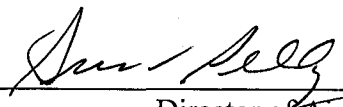
## CONSENT TO SUBLEASE

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated May 20, 2011, and commencing on May 20, 2011, (the "Sublease") with Dealers Management Ltd., (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

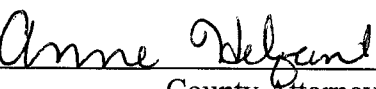
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE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

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

APPROVED this \_\_\_ day of SEP 21 2011 20\_\_\_, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By:   
Title: Director of Airports

Approved as to Form and Legal  
Sufficiency:

By:   
County Attorney

## LEASE

THIS LEASE made and entered into as of the 20<sup>th</sup> day of May, 2011 by and among Jet Aviation Associates, Ltd. ("Lessor"), whose address is 1515 Perimeter Road, PBI, West Palm Beach, Florida 33406 and Dealers Management Ltd. ("Lessee"), whose address is 133 US Highway One, North Palm Beach, Florida 33408.

### WITNESSETH:

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

#### 1 PREMISES.

1.1 Office Space. The real property hereby leased by Lessor to Lessee is Suite 114, the "Office Space" unless otherwise denoted of the building 1512 located at the facility operated by Lessor at Palm Beach International Airport, Palm Beach County, Florida. Lessor and Lessee agree the area of the premises is approximately 538 square feet, excluding the Hangar Space identified below.

1.2 Hangar Space. In addition to the Office Space identified above, Lessor shall lease and otherwise provide Lessee with sufficient hanger space (the "Hangar Space" unless otherwise denoted) to store Lessee's Gulfstream GV aircraft. Such aircraft shall mean the Gulfstream GV bearing identification number N617JS or any other temporary replacement aircraft, which Lessee may from time to time elect to substitute on a temporary basis, provided such temporary replacement aircraft is not larger in size or dimension than the so identified Gulfstream GV the ("Aircraft"). The Hangar Space to be provided is that space in building 1512 which Lessor has designated as Hangar # 3. The parties agree that Lessor has the sole, exclusive and absolute right to use designated alternative space to store the aircraft in any of the five hangars.

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

2. TERM. The term of this Lease and the accrual of rents hereunder shall commence on May 20, 2011 (the "Commencement Date") and shall extend to midnight of May 19, 2013 (the "Expiration Date") for a period of two (2) years (the "Initial Term"). Thereafter, this Lease will automatically renew for successive one (1) year periods (each, a "Renewal Term") unless terminated by either party upon written notice at least ninety (90) days prior to the end of the Initial Term or any Renewal Term then in effect. Notwithstanding anything to the contrary in this Section 2, upon the end of the Initial Term the Lessee may terminate this Lease at any time with ninety (90) days prior written notice to Lessor in the event that Lessee (a) sells the Aircraft, or (b) bases the Aircraft at an airport other than PBI.

3. USE. Lessee, its successors and assigns, shall use the Premises exclusively as space to provide services to the Aircraft and for no other purposes whatsoever. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities and Lessor of the Premises and Lessee shall not permit any unlawful, improper or offensive use of the Premises. Lessee shall not make use of the Premises or Building, which would make void or voidable any policy of fire or extended coverage insurance covering the Premises or Building. Lessee shall maintain all leased space in a neat and clean condition, and Lessee shall not cause rubbish or hazardous waste to accumulate or any fire or health hazard to exist. Lessee will not be allowed to use Hangar Space as storage. All of Lessee's or its agent's property must be stored

Lessor's Initials MC  
Lessee's Initials J



in Lessee's office. Lessee is allowed one approved storage locker on rollers per a/c in the Hangar. Nothing may be stored on top against or under such locker. Furthermore, Lessee agrees to use assigned hangar space solely as storage for the Aircraft. Lessee will be permitted to perform only minor line maintenance on the Aircraft while it is stored in the Hangar Space. The use of jacks in the hangar is not permitted. Any persons or entities performing services on behalf of Lessee at the Premises are expressly forbidden from soliciting business or work for any of Lessor's tenants. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion. Lessee shall comply with all laws.

4. **RENT.**

4.1 **Base Rent:** The Monthly Base Rent for the Premises during the first year of the lease term shall be ( **plus tax for the Office Space and plus tax for the Hangar Space** (collectively, the "Base Rent") payable by Lessee to Lessor without demand, set-off or deduction whatsoever. If the term commences on a day other than the first day of a month, or expires or is terminated on a day other than the last day of the month, Base Rent shall be prorated accordingly. Upon signing the lease the first month Hangar Rent will be waived. Rent Payments will commence on May 20, 2011 for the Office and June 20, 2011 for the Hangar. The Semi-Annual Base Rent for each subsequent year of the lease after the initial term shall equal the prior year's Semi-Annual Base Rent multiplied by 1.05. All Semi-Annual Base Rent shall be payable in equal monthly installments.

4.2 **Sales Tax and Late Payment fee**

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

4.3 **Time and Place of Payment**

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

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

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

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

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

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Lessee's Initials   J

presently exist or may be amended from time to time. Lessee is subject to any fine resulting from their failure to comply with these regulations.

9. **UTILITIES.** During the term of this lease, Lessor shall pay all costs for electricity, water, sewer and trash collection services furnished to the Premises. Lessee agrees to use such utilities in a reasonable and efficient manner and not to cause unnecessary waste or expense to the Lessor. Lessor shall not be obligated to pay for or provide any other service or utility not herein listed, including, but not limited to, the installation, equipment, maintenance, repair or charges for telecommunications or internet access. Lessee shall have the right to install and pay for any telecommunications or internet access at its sole expense. Lessee may, at its own expense, install a security system. The Lessor will be granted full right of access through any installed security system. Key systems shall not be changed or altered without prior written authorization of the Lessor.

10. **ASSIGNMENT.** Lessee shall not assign, sell, transfer or otherwise dispose of this Lease nor any rights hereunder, nor sublet all or any part of the Premises nor permit any other person or corporation to use any part of the Premises without first obtaining the express written consent of Lessor, provided, however, that Lessor shall consent for an assignment to any affiliate of Lessee shall not unreasonably be withheld, delayed or conditioned.

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

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

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

It is Lessee's responsibility to purchase contents insurance at a dollar value to be determined by Lessee; Lessee will hold Lessor harmless for any deficiency in the dollar amount of such coverage.

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

14. **CASUALTY.** In the event the Premises are rendered untenable by fire or other casualty for a period projected to exceed (or actually exceeding) sixty (60) days, Lessee shall have the option to terminate this Agreement by written notice to Lessor, which notice must be given within thirty (30) days of the occurrence of such fire or other casualty. If Lessee does not exercise its option to terminate, Lessor shall then have the option of terminating this Lease or rebuilding the Premises and in such event written notice of the election by Lessor shall be given to Lessee within ninety (90) days after the occurrence of such casualty. In the event Lessor elects to rebuild the Premises, the Premises shall be restored to its condition prior to such

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Lessee's Initials ME

casualty loss within a reasonable time. Lessee shall have the right to continue occupancy in the Premises with abatement of rent only for the period that all or a portion of the Premises are actually untenantable. In the event Lessee or Lessor elects to terminate this Lease, the rent shall be paid to and adjusted as of the date of such casualty, and the term of this Lease shall then expire, and this Lease shall be of no further force or effect, and Lessor shall be entitled to sole possession of the Premises.

15. **LIENS.** Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all construction liens arising out of or from such work. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or Building on account of any improvement work done by or for Lessee, or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to either have such lien canceled and discharged of record (either by payment or bond as permitted by law) within thirty (30) days after notice to Lessee by Lessor, or to commence appropriate legal proceedings to challenge and discharge such lien, which proceedings shall be at Lessee's cost and expense, and in the event Lessee shall fail to do so, Lessee shall be considered in default under the terms of this Lease.

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

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

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

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

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

Lessor:

Mr. Norbert Ehrich  
Vice President of FBO Services  
Jet Aviation Associates, Ltd.  
Building 1515  
Palm Beach International Airport  
West Palm Beach, FL 33408

Lessee:

Mr. John Staluppi  
Dealers Management Ltd.  
133 US Highway One  
North Palm Beach, Florida 33408

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

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

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

Lessor shall, at its expense, maintain in force during the entire term of this Lease, and any extension or renewal hereof, aviation commercial general liability coverage with a blanket limit of not less than One Billion Dollars (\$1,000,000,000) and all risk property coverage with a blanket limit of not less than Two Billion Dollars (\$2,000,000,000).

22. **INDEMNIFICATION.** To the extent permitted by law, each party (each an "Indemnifying Party") shall defend, indemnify, and hold harmless the other party and such other party's agents (each an "Indemnified Party") from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including reasonable attorneys' fees) (any, a "Claim") arising from the Indemnifying Party's negligence, willful misconduct, or any failure of the Indemnifying Party to perform its obligations under this Agreement (other than a Claim arising from the gross negligence or willful misconduct of any Indemnified Party). This indemnity provision shall survive termination or expiration of this Agreement.

23. **LIMITATION OF LIABILITY; EXCLUSION OF PUNITIVE AND CONSEQUENTIAL DAMAGES.** Notwithstanding anything to the contrary in this Lease, under no

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circumstances shall either party be liable to the other (i) for any punitive, exemplary or other special damages arising under or relating to this Lease or the subject matter hereof or (ii) for any indirect, incidental or consequential damages (including without limitation loss of use, income, profits or anticipated profits, business or business opportunity, or business reputation) arising under or relating to this Lease or the subject matter hereof; regardless of whether such damages are based in contract, breach of warranty, tort, negligence or any other theory, and regardless of whether such party has been advised of, knew of, or should have known of the possibility of such damages.

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

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

26. **DEFAULT.** In the event Lessee shall fail (a) to make any rental or other payment due hereunder or (b) breach or failure to perform any of the agreements herein other than the agreement to pay rent, and (i) shall fail to cure such default within ten (10) days after written notice of default from Lessor, or, (ii) in the case of a breach which by its nature cannot be cured within such ten (10) day period, shall fail to commence actions to cure such breach within such ten (10) day period, Lessor shall have the option to:

Sue for rents as they become due;

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

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

Provided, however, that Lessor shall have a duty to use commercially reasonable efforts to mitigate any such damages, which shall include, without limitation, efforts to re-lease the

Premises at commercially reasonable rates; and further provided that in no event shall Lessee be liable for incidental, indirect, special, consequential or remedial damages of any kind.

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

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

28. **ATTORNEYS' FEES.** In the event of litigation under this Lease, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees from the other party. Attorneys' fees and court costs shall be deemed to include such fees and costs at all levels from pretrial through appeal.

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

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

30. **HAZARDOUS SUBSTANCES.** Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances, except for such items as are commonly and routinely used in the maintenance and operation of business jet aircraft which shall be stored and used in accordance with industry standards and norms. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Each party (each an "Indemnifying Party") hereby indemnifies and holds the other party (each an "Indemnified Party") harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including

reasonable attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Indemnified Party as a direct result of noncompliance by the Indemnifying Party with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances. In addition, Lessor hereby indemnifies and holds Lessee harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including reasonable attorneys', consultants' or experts' fees and expenses) of every kind and nature arising solely as a result of any pre-existing (i.e., prior to the date of this Lease) noncompliance with any law, regulation or ordinance, whether local or state or federal, relating to hazardous materials, substances, wastes or other environmentally regulated substances. Each party's obligations hereunder shall not be limited to any extent by the term of the Lease. Lessor agrees to provide and maintain approved storage containers for all flammable and hazardous materials. Lessor also agrees to abide by any and all regulations governing the safe, proper handling and disposal of said materials.

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

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

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

Signed, sealed and delivered.

LESSOR:

By: 

Norbert Ehrich  
Vice President FBO Services

Date: 5/19/2011

LESSEE:

By: 

Mr. John Stalupp

Title: President

Date: May 19, 2011

WITNESS

  
Signature

Veronica Ann Lang  
Print Name



**Exhibit A - Fuel**

1. During the Term of this Lease, Lessee shall purchase from Lessor at the Facility and Lessor shall sell to Lessee at the Facility, all of the JetA fuel for the Aircraft while at Palm Beach International Airport.
2. Lessee shall pay Lessor for each gallon of JetA fuel sold by Lessor to Lessee at Palm Beach pursuant to this Lease at an agreed to price of Cost plus \$.90. As used in this paragraph "Cost" shall mean Lessor's cost of purchase and delivery of the fuel net of all discounts (volume, periodic or annual) and all rebates or refunds from suppliers.
3. Lessee shall use an Exxon Air World card or (subject to credit card convenience fee) other accepted credit card when purchasing JetA fuel from Lessor.
4. In the event a fuel spill occurs during the refueling of the Aircraft that is caused by Lessor's negligence, or refueling equipment failure, Lessor will be responsible for fuel spill cleanup costs and hazardous waste disposal charges incurred. Lessee will be responsible for cleanup costs and hazardous waste disposal charges that result from any fuel spilled from the Aircraft on the Premises that resulted from aircraft systems or component failure during refueling or fuel transfer.
5. This Exhibit A shall continue during the Term of the Lease, and any extensions thereof, unless the Lease is sooner terminated in accordance with its terms.

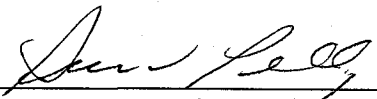
## CONSENT TO SUBLEASE

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated February 23, 2009, (the "Sublease") with Enterprise Leasing Company, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

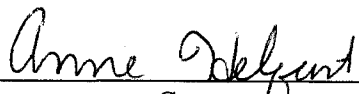
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE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

## CONCESSIONAIRE AGREEMENT

THIS CONCESSIONAIRE AGREEMENT ("Agreement") is entered into as of 23.9 day of February, 2009 between Jet Aviation Holdings, Inc ("Concessionaire") and Enterprise Leasing Company, a Florida Corporation ("Enterprise").

### INTRODUCTION

Concessionaire is the owner of a(n) Fixed Based Operator located at 1515 Perimeter Road, West Palm Beach, Florida 33406 and commonly known as (the "Facility");

Enterprise is engaged in the business of renting vehicles; and

Concessionaire wishes to make vehicles provided by Enterprise available for rent to users of the Facility ("Renters").

Therefore, the parties agree as follows:

1. Enterprise shall:

- (a) provide newer model vehicles in sound mechanical condition to Concessionaire at the Facility on an "as-needed" basis, but subject to availability;
- (b) provide its then current form of rental contract ("Rental Contract") for use by Concessionaire in renting vehicles to Renters;
- (c) operate its business in compliance with applicable law; and
- (d) provide a toll-free number for twenty-four hour roadside assistance for Renters.
- (e) perform daily inventory of all rental vehicles on Jet Aviation Property.

2. Concessionaire shall:

- (a) use its best efforts to keep safe and secure the vehicles and vehicle keys supplied by Enterprise;
- (b) immediately report to Enterprise any accident, property damage or personal injury involving a vehicle supplied by Enterprise, or the theft or disappearance of, or the failure to timely return, any such vehicle;
- (c) operate its business in compliance with applicable law; and
- (d) obtain and maintain in full force and effect at all times throughout the term of this Agreement the following insurance coverages with respect to the acts or omissions of Concessionaire and/or any of its employees or agents (but not any renters or permissive operators under a rental contract, unless Concessionaire or its employee is the Renter): (i) commercial general liability insurance with coverage of \$1,000,000 for injuries to any one person, \$1,000,000 per occurrence and \$100,000 for property damage or, in the alternative, combined single limit coverage of at least \$1,000,000; and (ii) commercial automobile liability insurance with combined single limit coverage of at least \$1,000,000 for bodily injury and property damage to third parties covering all automobiles, including non-owned automobiles, while being used or operated by the concessionaire or its employees in conjunction with the performance of this Agreement. Concessionaire shall deliver certificates of such insurance to Enterprise before renting any vehicles. Each policy shall include a provision that Enterprise shall receive at least 30 days written notice prior to material change, cancellation or non-renewal. Concessionaire acknowledges and agrees that the insurance required to be maintained by it under this Section provides "primary coverage" for the protection of Concessionaire with respect to the acts or omissions of Concessionaire and/or any of its employees or agents (but not any Customers or operators of a Vehicle under a rental contract, unless Concessionaire or its employee is the Renter).

3. Indemnification. Each party ("Indemnifying Party") shall defend and indemnify the other party and its officers, directors, employees and agents ("Indemnified Party") from and against all third-party claims and liabilities, including reasonable attorney's fees, incurred by the Indemnified Party as a result of: (a) any unlawful or negligent act of the Indemnifying Party; or (b) any breach by the Indemnifying Party of any obligation under this Agreement. The obligations imposed in this paragraph shall survive any termination of this Agreement.

4. Rental Procedures. Concessionaire agrees to strictly comply with the rental procedures and instructions set forth in attached Exhibit "A" (and such other procedures as Enterprise communicates to Concessionaire from time to time).

5. Termination. Either party may terminate this Agreement: (i) for convenience upon 10 days prior written notice; or (ii) for cause if the other party fails to comply with any term of this Agreement and such failure continues for a period of 2 days after written notice thereof.

6. Relationship. Concessionaire and Enterprise are independent contractors and no other relationship is intended or should be implied. Concessionaire acknowledges that its employees and agents are under its sole direction and control.

7. Safeguarding Customer Information. Each party shall comply with applicable privacy law. Concessionaire acknowledges that it will receive personal information (including names, addresses, telephone numbers, drivers' license numbers and credit card numbers) from Renters. Concessionaire shall implement all technical and organizational security measures necessary to preserve the security and confidentiality of personal information, and to protect personal information from unauthorized disclosure or processing, theft, loss or damage. Concessionaire agrees to transfer all personal information collected in the course of the rental transaction process to Enterprise on a timely basis without retaining copies. Concessionaire agrees to notify Enterprise immediately of its discovery of any security breach affecting personal information. Concessionaire further agrees to take immediate steps required to remedy such breach.

8. Construction. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Facility is located.

Concessionaire

By: N. Ehrich

Printed Name: Mr. Norbert Ehrich

Title: Vice President/General Manager

Enterprise

By: T. Caccamo

Printed Name: Mr. Thomas Caccamo

Title: Regional Vice President

EXHIBIT A  
RENTAL PROCEDURES AND INSTRUCTIONS

In connection with each rental transaction, Concessionaire shall:

1. inspect the customer's driver's license and refuse to rent a vehicle to any customer who does not possess and produce a valid, unexpired driver's license;
2. determine the age of the customer by reference to his or her driver's license or other reasonable proof of age and refuse to rent a vehicle to any person who is unable to demonstrate that he or she is at least 21 years of age;
3. have the customer produce a valid and unexpired major credit card, and refuse to rent a vehicle to any person who cannot produce such a card;
4. refuse to rent a vehicle to any person who is or appears to be under the influence of alcohol or drugs or is or appears to be otherwise incapable of operating a motor vehicle safely;

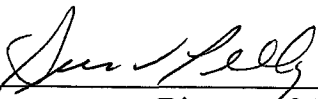
## CONSENT TO SUBLEASE

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated May 1, 2011, and commencing on May 1, 2011, (the "Sublease") with Flight Safety International, Inc., (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

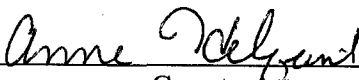
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE 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 SEP 27 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

## LEASE

**THIS LEASE** ("Lease") made and entered into as of the 1st day of May, 2011 by and between Jet Aviation Associates, Ltd. ("Lessor"), whose address is Palm Beach International Airport, 1515 Perimeter Road, West Palm Beach, FL 33406, and FlightSafety International Inc. ("Lessee"), whose address is Palm Beach International Airport, 3887 Southern Blvd., West Palm Beach, FL 33406.

### WITNESSETH:

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

#### 1. PREMISES.

1.1 Lessee shall have the right, seven (7) days per week, twenty four (24) hours per day, to the exclusive use of the real property hereby leased by Lessor to Lessee which is Suite 139 on the 1st floor of Hangar 1 (the "Premises"), of the building located at Palm Beach International Airport, 1517 Perimeter Road, West Palm Beach, FL 33406. Lessor and Lessee agree that the area of the Premises is approximately 3,900 square feet.

1.2 Lessee shall have the right, free of charge at all times, to use the common areas, including, without limitation, halls, lobbies, delivery passages, drinking fountains and public toilets, located at Lessor's facility at Palm Beach International Airport, 1517 Perimeter Road, West Palm Beach, FL 33406.

2. **TERM.** The term of this Lease shall commence on May 1, 2011 (the "Commencement Date") and shall extend to midnight of April 30, 2014 (the "Initial Term"). Lessee shall have the option to renew this Lease for up to three (3) successive one (1) year terms (each, a "Renewal Term") by giving Lessor sixty (60) days advance written notice prior to the expiration of the Initial Term or Renewal Term then in effect.

#### 3. RENT.

3.1 *Base Rent:* The "Monthly Base Rent" for the Premises during the first year of the Initial Term shall be payable by Lessee to Lessor without demand, set-off or deduction whatsoever. The Annual Base Rent for each subsequent year of the Initial Term or any Renewal Term will be increased automatically by four percent (4%) each year.

3.2 *Sales Tax and Late Payment Fee.* In addition to the Annual Base Rent, and as "Additional Rent" hereunder, Lessee shall also pay the amount of any use or sales tax on the Annual Base Rent imposed by the State of Florida, which shall be paid at the same time and in the same manner as each payment of Annual Base Rent. There shall be due with

any payment of Annual Base Rent received after the twentieth (20<sup>th</sup>) day of the month a late payment charge of Fifty Dollars (\$50.00). There shall be a fee of Thirty Dollars (\$30.00) on any checks returned for non-sufficient funds. Any late charges or charges for checks not honored shall be deemed as Additional Rent. The Annual Base Rent and the Additional Rent are collectively referred to as the "Rent".

3.3 *Time and Place of Payment.* Commencing on June 15, 2011, each monthly installment of Rent and other sums due hereunder shall be payable in advance on the fifteenth (15<sup>th</sup>) day of each calendar month during the term made payable to Jet Aviation Associates, Ltd. at 1515 Perimeter Road, Palm Beach International Airport, West Palm Beach, FL 33406 or at such other place Lessor may from time to time designate in writing.

4. **RENOVATION AND ADVANCE RENT.** Lessor shall permit Lessee to hire a contractor to perform certain mutually agreeable renovations on the Premises as described in Attachment A (the "Renovations"). Lessor will contribute \$25,000 towards the costs of the Renovations upon receipt of appropriate invoices and related supporting materials from Lessee. Lessee shall be required to return the \$25,000 to Lessor immediately upon demand in the event that Lessee shall be in default pursuant to Section 24 of this Lease or otherwise terminates this Lease prior to the expiration of the Initial Term for any reason other than default of the Lessor pursuant to Section 24 of this Lease. On June 15, 2011, Lessee will pay Lessor as the first monthly installment of the Annual Base Rent for the faithful performance of Lessee's obligations hereunder. In addition, Lessee will deposit with Lessor the sum of as an advance toward the Annual Base Rent and sales tax for the last month of the Term ("Last Month's Rent"). The Last Month's Rent may be commingled with other funds of Lessor and need not be placed in escrow or otherwise held in a segregated account. If any sum or sums of money shall become payable by Lessee to Lessor pursuant to the terms of this Lease, Lessor shall have the right to apply any deposits or advances made by Lessee against such sums due by Lessee to Lessor, whereupon Lessor shall be entitled to immediate reimbursement for such advance or replenishment of such deposit by Lessee.

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

6. **USE.** Lessee, its successors and assigns, shall use the Premises exclusively as office, classroom, shop and storage space for providing maintenance and other training and related services to Lessee's customers, and for no other purposes whatsoever. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities and Lessor of the Premises and Lessee shall not permit any unlawful or improper use of the Premises. Lessee shall maintain all interior office space in a neat and clean condition, and Lessee shall not permit rubbish or hazardous waste to accumulate or any fire or health hazard to exist. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion.



7. **MOVEMENT OF THE AIRCRAFT.** Not Applicable.

8. **FUEL.** Not Applicable.

9. **QUIET ENJOYMENT.** Lessor covenants that as long as Lessee pays the Annual Base Rent and the Additional Rent and performs its agreements hereunder, Lessee shall have the right quietly to enjoy and use the Premises for the term hereof, subject only to the provisions of this Lease.

10. **SIGNS.** Subject to Lessor's receipt of approval from Palm Beach County, Lessor has approved Lessee's installation of a sign on the outside of the Premises. Other than such sign, no other sign that is visible from outside of the Premises shall be installed by Lessee without Lessor's prior written approval, said approval not to be unreasonably withheld or delayed.

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

12. **UTILITIES.** During the Term, Lessor shall pay all costs for electricity, water, sewer and trash collection services furnished to the Premises. Lessee agrees to use such utilities in a reasonable and efficient manner and not to cause unnecessary waste or expense to the Lessor. Lessor shall not be obligated to pay for or provide any other service or utility not herein listed, including, but not limited to, the installation, equipment, maintenance, repair or charges for telecommunications or internet access. Lessee shall have the right to install and pay for any telecommunications or internet access at its sole expense. Lessee may, at its own expense, install a security system in the Premises. Lessor shall be granted full right of access through any installed security system. Key systems shall not be changed or altered without prior written authorization of Lessor.

13. **LESSOR'S IMPROVEMENTS.** Not applicable.

14. **REPAIRS AND MAINTENANCE.** Lessee has inspected the Premises and, except as provided in Section 28, accepts them in their "as is" condition. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises except as hereinafter specified except Lessor shall repair windows, doors, walls, carpets, etc. as necessary as long as the related damage was not caused by the negligence of the Lessee. During the Term, Lessor shall maintain the exterior walls in good repair, and shall keep the roof of the building watertight. Lessor shall also maintain the common areas of the Building in a neat and clean condition. Lessee shall be liable for Lessor's costs of repairs or maintenance that arise out of negligence or fault of Lessee, its employees, agents, invitees, licensees or customers to the Premises.

Lessee shall deliver the Premises in as good condition and repair as on the Commencement Date, reasonable wear and tear accepted, and in a broom-clean condition with all windows and doors intact.

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

**15. ALTERATION TO THE PREMISES AND REMOVAL OF EQUIPMENT.** Except as provided in Section 4, Lessee shall not make any alteration or addition to the Premises without the express prior written consent of Lessor, which shall not be unreasonably withheld. Upon expiration and termination of this Lease, and prior to vacating the Premises, Lessee, at its sole expense, shall return the Premises to its original condition, reasonable wear and tear accepted, unless otherwise agreed to in writing by Lessor. Any and all installations, fixtures, improvements and alterations made or installed by Lessee, including electric lighting fixtures installed by Lessee, unless removed without damage to the Premises prior to the Expiration Date, shall, at the Lessor's election, remain a part of the Premises as the property of Lessor.

**16. CASUALTY.** In the event the Premises are rendered wholly untenable by fire, storm or other casualty, Lessor shall have the option of terminating this Lease or rebuilding the Premises and in such event written notice of the election by Lessor shall be given to Lessee within ninety (90) days after the occurrence of such casualty. In the event Lessor elects to rebuild the Premises, the Premises shall be restored to its condition prior to such casualty loss within 120 days after the occurrence of such casualty. Lessee shall have the right to continue occupancy in the Premises with abatement of rent only to the extent and for the period that all or a portion of the Premises are actually wholly untenable, provided that Lessee follows the statutory procedure set forth in § 83.201, Florida Statutes in the event Lessor elects to terminate this Lease. In such event, the Rent shall be paid to and adjusted as of the date of such casualty, and the term of this Lease shall then expire, and this Lease shall be of no further force or effect, and Lessor shall be entitled to sole possession of the Premises.

Lessor shall not be liable for any loss or damage to any of Lessee's installations, fixtures, improvements and alterations made or installed by Lessee, even if such loss or damage was caused by fire, storm, or other casualty, except due to the negligence or fault of Lessor, or its agents, employees or persons under Lessor's control or direction. In the event of fire, storm or other casualty, Lessor shall not be liable or obligated in any way for the storage or protection of Lessee's personal property at the Premises. Lessee shall bear the sole responsibility for the storage and protection of its personal property.

**17. LIENS.** Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all construction liens arising out of or from such work. In

the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or Building on account of any improvement work done by or for Lessee, or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such lien canceled and discharged of record (either by payment or bond as permitted by law) within ten (10) days after notice to Lessee by Lessor, and in the event Lessee shall fail to do so, Lessee shall be considered in default under the terms of this Lease.

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

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

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

21. **INSURANCE** Not Applicable

22. **LIMITATION ON LIABILITY.** Lessor shall not be responsible or liable at any time to Lessee or those claiming by, through, or under Lessee, for any loss of life, bodily or personal injury, property damage or for any business interruption that may be occasioned by or through the criminal conduct of any other persons or any other tenant or occupant of any portion of the Premises except if caused by the negligence or fault of the Lessor.

23. **INDEMNITY.** Except to the extent that indemnity is provided by insurance, Lessee expressly agrees to and shall fully indemnify Lessor and hold Lessor harmless from any and all liability, loss, cost, damage, or expense, including the cost of investigation and defense, that Lessor may incur with respect to any claim or demand arising out of Lessee's breach or other improper acts or omissions in connection with the use or occupancy of the Premises by Lessee. Except to the extent that indemnity is provided by insurance, Lessor expressly agrees to and shall fully indemnify Lessee and

hold Lessee harmless from any and all liability, loss, cost, damage, or expense, including the cost of investigation and defense, that Lessee may incur with respect to any claim or demand arising out of Lessor's gross negligence or willful misconduct in connection with the use or occupancy of the Premises by Lessee.

24. **DEFAULT.** Time is of the essence in the performance of this Lease. In the event Lessee shall (a) fail to make any Rent or other payment due hereunder within ten (10) days of the due date, or (b) breach or fail to perform any of the agreements herein other than the agreement to pay Rent, and shall fail to cure such default within thirty (30) days after written notice of default from Lessor, Lessor shall have the option to:

Sue for Rent payments as they become due; or

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

In the event Lessee holds over after the expiration of the Term or after Lessor has become entitled to possession of the Premises as a result of default, Lessee shall pay to Lessor, each month, 1.5 times the amount of total Rents which were payable by Lessee the month prior to Lessor becoming entitled to possession.

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

The provisions of this Section 24 shall not apply with respect to a termination of this lease in accordance with Section 2

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

Lessor: Norbert Ehrich  
Sr. Vice President FBO Services  
Jet Aviation Associates, Ltd.  
1515 Perimeter Road  
Palm Beach International Airport  
West Palm Beach, FL 33406

Lessee: Center Manager  
FlightSafety International Inc.  
Palm Beach International Airport  
3887 Southern Blvd.  
West Palm Beach, FL 33406

With a copy to:  
Vice President & General Counsel  
FlightSafety International Inc.  
Marine Air Terminal  
La Guardia Airport  
Flushing, NY 11371

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

26. **ATTORNEYS' FEES.** In the event of litigation under this Lease, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees from the other party. Attorneys' fees and court costs shall be deemed to include such fees and costs at all levels from pretrial through appeal only to the extent said levels are undertaken.

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

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

28. **HAZARDOUS SUBSTANCES.** Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances other than such substances that are typically used to provide aircraft maintenance training. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lessor as a direct or indirect result of noncompliance of Lessee with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances-limited to Lessee's acts and Lessee's premises and aircraft. Lessee's obligations hereunder shall extend on insofar as such obligation arise from Lessee's acts and Lessee's premises and aircraft which are discovered or should reasonably have been discovered within one year of after the date of expiration or termination of this lease. Lessor agrees to provide and maintain approved storage containers for all flammable and hazardous materials. Lessor also agrees to abide by any and all rules and regulations governing the safe, proper handling and disposal of said materials. Lessor represents and warrants to Lessee that, as of the Commencement Date, the Premises will be in full compliance with all federal, state and local environmental laws and regulations and that, except to the extent already disclosed in writing to Lessee, the Premises shall not contain any hazardous materials, substances, wastes or other environmentally regulated substances. This Section shall survive the expiration or termination of this Lease.

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

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

accordance with the laws of the State of Florida. Time is of the essence in the performance of all obligations under this Lease.

31. **FORCE MAJEURE.** Neither Lessor nor Lessee, nor any of their respective officers or directors shall be liable for, nor shall they, or any of them, be deemed in default under this Lease on account of any failure or delay in performance due to causes beyond their control. Said causes include, but are not limited to, delays due to strikes, acts of God, fires, flood, the actions of the United States Government or any other government or agency thereof, both foreign and domestic, or the failure to receive essential parts or services from suppliers.

32. **ILLEGALITY.** Notwithstanding anything in this Lease to the contrary, if Lessee is unable to use the Premises because the use thereof as contemplated by this Lease is in violation of any federal, state or municipal law or regulation, and if Lessor cannot cure such violation within ten (10) days of notice of such violation, Lessee may terminate this Lease immediately upon written notice to Lessor and the charges payable by Lessee under this Agreement to Lessor shall be proportionately paid up to the earlier of (a) the date of termination or (b) the date Lessee is unable to use the Premises for the purposes contemplated by this Lease.

33. **SEVERABILITY.** The provisions of this Lease shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any one provision or portion of this Lease shall not affect the validity or enforceability of any other provision of this Lease. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability and any prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

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

35. **CONFIDENTIALITY.** All terms and conditions as well as payments to be made by Lessee to Lessor pursuant to this Lease are considered confidential information, and Lessor and Lessee agree to keep such information confidential, except to enforce the terms and conditions of the Lease or as may be required to the contrary by any applicable law.

36. **APPLICABLE LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Any dispute or litigation concerning this agreement shall be brought only in Palm Beach County, Florida.

37. **CERTAIN INTERPRETIVE MATTERS.**

37.1 Section headings contained in this Lease are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Lease.

37.2 This Lease may be executed in two or more counterparts, each of

which shall be deemed an original, but all of which shall constitute one and the same instrument.

37.3 No provision of this Lease shall be interpreted in favor of, or against, either party hereto by reason of the extent to which any such party or its legal counsel participated in the drafting thereof or by reason of the extent to which such provision is inconsistent with any prior draft of this Lease.

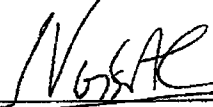
37.4 The words "herein," "hereof," "hereto," "thereunder" and words of similar import refer to this Lease.

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

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

Signed, sealed and delivered

**LESSOR: Jet Aviation Associates, Ltd.**

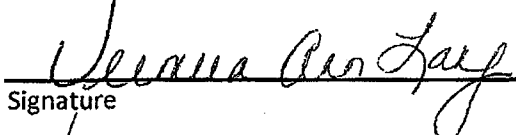


Name: Norbert Ehrich

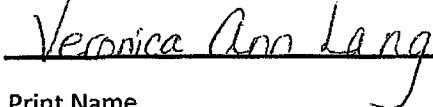
Title: Vice President FBO Services

Date: 5/6/2011

WITNESS

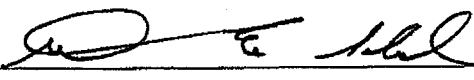


Signature



Print Name

**LESSEE: FlightSafety International Inc.**



Name: Gilbert E. Schnabel

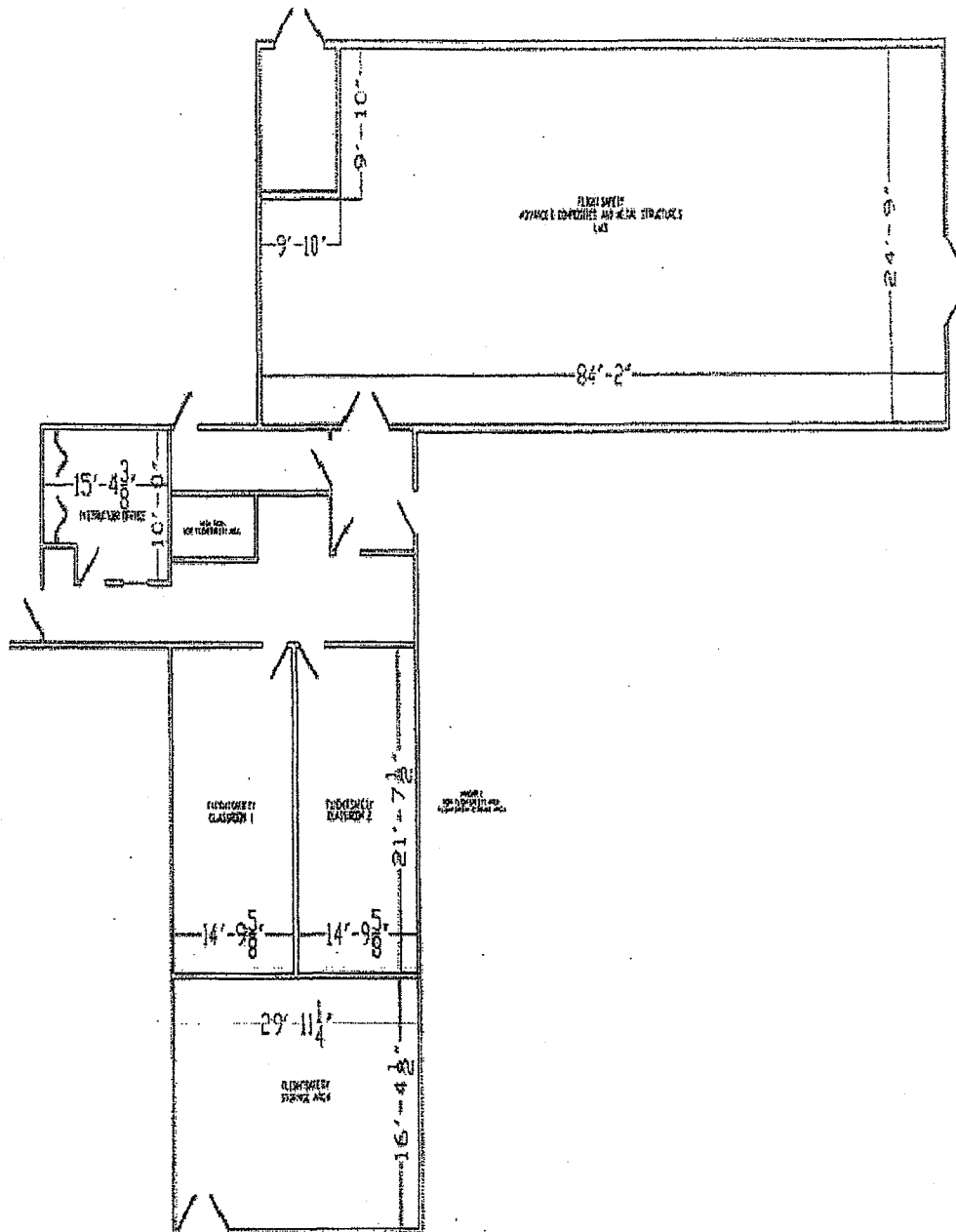
Title: Center Manager

Date: May 5, 2011



## ATTACHMENT A

### DESCRIPTION OF MUTUALLY AGREED RENOVATIONS TO THE PREMISES



#### Wood Shop conversion to Composite and Sheet Metal Lab

Construct two walls to enclose the down draft tables, drill press, belt sander and band

saw. This enclosed area will have double doors and a window.

### **Parts Room to 2 Classrooms and Storage area**

Construct a wall from the main aisle to the hangar one wall, this will have two access doors one to each of the two classrooms.

Construct a wall separating the classrooms from the storage area, from the main aisle to the hangar one.

Construct a wall separating the two classrooms.

### **Security**

Install a wall with a card operated security door across the passage way separating the Lab from the classrooms that is giving access to the ramp.

Install an entrance door with card operated security separating the main aisle from the classroom area.

Install security card devices to existing doors limiting the access to the ramp areas.

### **Dust Removal**

Install a dust removal duct to connect the dust removal equipment through the wall to the down draft tables.

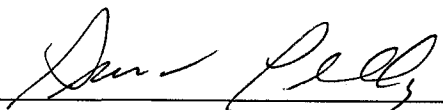
## CONSENT TO SUBLEASE

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated May 18, 2011, and commencing on June 1, 2011, (the "Sublease") with Grussair, LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

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

APPROVED this SEP 27 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

## Letter of Understanding #1

May 18th, 2011


Martin Gruss / Bhash Lalita  
Grussair, LLC  
777 South Flagler Drive, Suite 801E,  
West Palm Beach, Florida 33401


This letter shall serve as an understanding by and between Jet Aviation Associates, LTD ("Lessor") and Grussair, LLC ("Lessee") which will become effective May 18th, 2011 and will remain in force as long as the lease dated May 18<sup>th</sup> between the parties hereto is valid. The purpose of this letter of understanding is to agree to the following:

- The Lessor will provide the Lessee with 1 storage cage in its secure storage area.
- Lessee will be entitled to 2 covered parking spots in the secure area.
- Lessor will use wing walkers whenever the aircraft is moved in or out of the hangar
- Lessee will be entitled to a 10% discount on labor only for T&M maintenance conducted at General Dynamics at PBI. The discount does not apply to flat rated or quoted items.
- Lessee will be allowed to operate their GEM CAR on the ramp. Lessee will assume full responsibility for the vehicle, have it fully insured with a decal from the PBI Department of Airport.
- The Lessee will be allowed 2 storage lockers on wheels in the hangar. Nothing will be stored on top or against the lockers. Storage lockers will be in good condition with no rust or dents.
- Mr Gruss's car will be kept under cover while at Jet Aviation.
- The Lessee will have first right of refusal if the corner offices of Hangar 4 becomes available for lease. Lessee understands that such office is a duplex that is only rented together.
- The Lessee will not pay rent at Jet Aviation Palm Beach for the month of June 2011. The first monthly rent payment will be due for the month of July 2011.

Both parties recognize and agree to all other terms and conditions as set forth in the Tenant Lease Agreement.

Agreed to by:

  
Date 5/19/2011

  
Mr. Norbert Ehrich Date 5/18/2011  
Sr. Vice President FBO Services

## LEASE

**THIS LEASE** ("Lease") made and entered into as of the 18<sup>th</sup> day of May, 2011 by and between Jet Aviation Associates, Ltd., ("Lessor"), whose address is 1515 Perimeter Road, PBIA West Palm Beach, Florida 33406 and Grussair, LLC ("Lessee"), whose address 777 South Flagler Drive, Suite 801E, West Palm Beach, Florida 33401

### **WITNESSETH:**

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

1. **PREMISES.** The real property hereby leased by Lessor to Lessee on the first floor of Hangar #4 and Suite 114 (the "Premises"), of the building located at Palm Beach International Airport for Lessee's Falcon 900 N343MG, together with the use of the aircraft ramp, common area facilities of the Premises and vehicle parking spaces. Lessee and its invitees are also granted and allowed the right, to the extent Lessor has the authority to grant such, to use the airport, including without limitation, the runways, taxiways, and taxi lanes thereof, for aircraft, vehicular, and pedestrian ingress and egress during the term of this Lease. Lessee also is entitled to enclosed Hangar space at Jet Aviation in Teterboro, New Jersey at no additional cost.

2. **TERM.** The term of this Lease and the accrual of rents hereunder shall commence on June 1, 2011 (the "Commencement Date") and shall extend to midnight of May 31, 2013 (the "Expiration Date") for a period of (2) years. The Lease shall automatically renew for successive one (1) year periods on each anniversary date of this Lease. This Lease may be terminated by either party on an anniversary date only by giving the other party sixty (60) days advance written notice. The Lease may also be terminated by giving the other party sixty (60) days notice if the aircraft is sold.

3. **USE.** Lessee, its successors and assigns, shall use the Premises exclusively as office space for providing services to its own aircraft and the hangar space as storage for Falcon 900EX/900LX, N343MG, and for no other purposes whatsoever; provided, however, that Lessee may use the Premises for any other aircraft owned or leased by Lessee upon prior written consent of Lessor. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities and Lessor of the Premises and Lessee shall not permit any unlawful or improper use of the Premises. Lessee shall not make use of the Premises or Building which would make void or voidable any policy of fire or extended coverage insurance covering the Premises or Building. Lessee will not be allowed to use hangar space as storage unless specifically approved by Lessor. All of Lessee's or its agent's property must be stored in Lessee's office. Nothing may be stored on top against or under such locker. Any persons or entities performing services on behalf of Lessee at the Premises are expressly forbidden to solicit business or work for any of Lessor's tenants. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion. Lessee shall maintain all interior office space in a neat and clean condition, and Lessee shall not permit rubbish or hazardous waste to accumulate or any fire or health hazard to exist. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion.

4. **RENT.**

4.1 ***Base Rent:***

The Monthly Base Rent for the Premises during the first year of the term shall be  
for the hangar and office space; payable by Lessee

Lessor's Initials

Lessee's Initials

*JK*  
*AC*

to Lessor without demand, set-off or deduction whatsoever. If the term commences on a day other than the first day of a month, or expires or is terminated on a day other than the last day of the month, Base Rent shall be prorated accordingly. The Base Rent for each subsequent year of the lease term shall equal the prior year's Annual Base Rent multiplied by 1.03.

#### 4.2 Sales Tax and Late Payment fee

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

#### 4.3 Time and Place of Payment

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

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

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

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

8. **UTILITIES.** During the term of this lease, Lessor shall pay all costs for electricity, water, sewer and trash collection services furnished to the Premises. Lessee agrees to use such utilities in a reasonable and efficient manner and not to cause unnecessary waste or expense to the Lessor. Lessor shall not be obligated to pay for or provide any other service or utility not herein listed, including, but not limited to, the installation, equipment, maintenance, repair or charges for telecommunications or internet access. Lessee shall have the right to install and pay for any telecommunications or internet access at its sole expense. Lessee may, at its own expense, install a security system. The Lessor will be granted full right of access through any installed security system. Key systems shall not be changed or altered without prior written authorization of the Lessor.

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

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

11. **REPAIRS AND MAINTENANCE.** Lessee has inspected and occupied the Premises and accepts them in their "as is" condition subject to the Lessor's obligations under paragraph 10 above. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises except as hereinafter specified. During the term of this Lease, Lessor shall maintain the exterior walls in good repair, and shall keep the roof of the building watertight. Lessor shall also maintain the common areas of the Premises in a neat and clean condition. Lessee shall be liable for Lessor's costs of repairs or maintenance that arise out of negligence or fault of Lessee, its employees, agents, invitees, licensees or customers to either this suite, hangar or the common areas.

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

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

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

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

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

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

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

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

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

20. **NOTICES.** All notices required or contemplated by this Lease shall be in writing and shall be delivered by hand or by nationally-utilized overnight courier or confirmed facsimile, addressed to the party to whom such notice is directed as follows:

Lessor:

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

Lessee:

Grussair, LLC  
Martin Gruss /Bhash Lalta  
777 South Flagler Drive,  
Suite 801E,  
West Palm Beach, Florida 33401

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

*ME*  
*[Signature]*



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

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

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

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

23. **DEPOSITS AND ADVANCE RENT.** Upon commencement of this lease, Lessee will pay Lessor plus tax as security for the faithful performance of Lessee's obligations hereunder. In addition, Lessee will deposit with Lessor the sum of plus tax as an advance toward the first month's Rent. Any funds paid by Lessee to Lessor as a deposit or advance pursuant to the terms of this Lease may be commingled with other funds of Lessor and need not be placed in escrow or otherwise held in a segregated account. If any sum or sums of money shall become payable by Lessee to Lessor pursuant to the terms of this Lease, Lessor shall have the right to apply any deposits or advances made by Lessee against such sums due

by Lessee to Lessor, whereupon Lessor shall be entitled to immediate reimbursement for such advance or replenishment of such deposit by Lessee.

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

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

Sue for rents as they become due:

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

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

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

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

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

27. **ATTORNEYS' FEES.** In the event of litigation under this Lease, the prevailing party shall be entitled to recover its court costs and attorneys' fees from the other party. Attorneys' fees and court costs shall be deemed to include such fees and costs at all levels from pretrial through appeal. If Lessor deems it necessary to employ the services of an attorney to obtain Lessee's compliance with the terms and obligations of this Lease, Lessee shall pay

Lessor's reasonable attorneys' fees, which shall be deemed as additional rent, whether or not litigation is commenced.

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

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

29. **HAZARDOUS SUBSTANCES.** Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lessor as a direct or indirect result of noncompliance with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances. Lessee's obligations hereunder shall not be limited to any extent by the term of the Lease. Lessor agrees to provide and maintain approved storage containers for all flammable and hazardous materials. Lessor also agrees to abide by any and all regulations governing the safe, proper handling and disposal of said materials.

30. **Force Majeure.** Except for the payment of Rent and any other sums due hereunder by Lessee, neither party shall be liable for its failure to perform under this Lease or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either party's control, providing, however, should the force majeure continue for more than sixty (60) days, either party may terminate this Lease upon ten (10) days written notice.

31. **Governing Law.** This Lease shall be construed, interpreted, and enforced in accordance with the laws of the state of Florida.

32. **WAIVER OF JURY TRIAL.** THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY.

Lessor's Initials ML  
Lessee's Initials AC

33. **Aircraft Towing.** Lessor shall have the primary responsibility to tow Aircraft at the Premises and at Teterboro. Lessor shall position the Aircraft on the ramp as soon as possible after receiving Lessee's reasonable advance notice. Lessee agrees not to undertake the towing/repositioning of the Aircraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Aircraft or a person is in imminent peril or jeopardy.

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

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

Lessor's Initials ME  
Lessee's Initials AC

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

Signed, sealed and delivered  
in the presence of:

**LESSOR: JET AVIATION ASSOCIATES, LTD.**

Anne Leone  
Witness

By:

NORBERT

Anne Leone  
Witness

NORBERT CHIRKA  
Printed Name

Its: Sr. VP & General Manager  
Title

Date: 5/18/2011

**LESSEE: GRUSSAIR, LLC**

Sandra L. Farmer  
Witness

By:

B.D.

Sandra L. Farmer  
Witness

Blush Coit  
Printed Name

Its: Manager  
Title

Date: 5/19/11

## EXHIBIT A

### Fuel

1. During the term of this lease, Lessee shall purchase from Lessor at the Facility and Lessor shall sell to Lessee at the Facility, all of the JetA fuel for the Aircraft while at Palm Beach International Airport.
2. Lessee shall pay Lessor for each gallon of JetA fuel sold by Lessor to Lessee at Palm Beach pursuant to this lease at an agreed to price of cost plus \$        regardless of uplift. Fuel will be purchased on an Exxon Airworld card or a \$.05 cent processing charge per gallons will be added to the fuel price.
3. Furthermore, Lessee will be entitled to the following fuel discounts off posted retails pricing at all other Jet Aviation facilities:

Jet Aviation Teterboro:	\$
Jet Aviation Bedford:	\$1
Jet Aviation Dallas	\$
Jet Aviation St. Louis	\$1

4. In the event a fuel spill occurs during the refueling of the Aircraft that is caused by Lessor's negligence, or refueling equipment failure, Lessor will be responsible for fuel spill cleanup costs incurred. Lessee will be responsible for cleanup costs and hazardous waste disposal charges that result from any fuel spilled from the Aircraft on the Premises that resulted from aircraft systems or component failure during refueling or fuel transfer.
5. This Exhibit A shall continue during the Term of the Lease, and any extensions thereof, unless the lease is sooner terminated in accordance with its terms.

## CONSENT TO SUBLEASE

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated September 13, 2011, and commencing on September 13, 2011, (the "Sublease") with JETEX, LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

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

OCT 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: [Signature]  
Title: Director of Airports

Approved as to Form and Legal  
Sufficiency:

By: Anne Delgant  
County Attorney

## LEASE

THIS LEASE made and entered into as of the 13 September 2011, by and between Jet Aviation Associates, Ltd, ("Lessor"), whose address is 1515 Perimeter Road, Palm Beach International Airport, West Palm Beach, FL 33406 and JETEX, L.L.C. ("Lessee") whose address is 1517 Perimeter Road, West Palm Beach, Florida 33406.

### WITNESSETH:

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

1. **PREMISES.** The real property hereby leased by Lessor to Lessee is Suite 527 (the "Premises"), of the building located at Building 1517 Perimeter Road, West Palm Beach, Florida 33406.

2. **TERM.** The term of this Lease and the accrual of rents hereunder shall commence on September 13, 2011 (the "Commencement Date") and shall extend to midnight of October 12, 2011 (the "Expiration Date"). The term shall automatically renew for successive one (1) year periods on the anniversary date of this lease. This lease may be terminated by either party on the Expiration Date of subsequent anniversary date only upon giving the other party (60) days advance written notice.

3. **USE.** Lessee, its successors and assigns, shall use the Premises exclusively as office space in connection with aircraft owned and/or operated by Lessee, and for no other purposes whatsoever. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities and Lessor of the Premises and Lessee shall not permit any unlawful, improper or offensive use of the Premises. Lessee shall not make use of the Premises or Building which would make void or voidable any policy of fire or extended coverage insurance covering the Premises or Building. Lessee shall maintain all interior office space in a neat and clean condition, and Lessee shall not permit rubbish or hazardous waste to accumulate or any fire or health hazard to exist. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion.

4. **RENT.**

4.1 **Base Rent:**

Annual Base Rent for the Premises during the first year of the lease term shall be ~~Three thousand Nine Hundred Twenty Dollars (\$3,920.00)~~ ("Base Rent") payable by Lessee to Lessor without demand, set-off or deduction whatsoever in monthly installments of ~~Three hundred Twenty Dollars (\$320.00)~~ plus tax. If the term commences on a day other than the first day of a month, or expires or is terminated on a day other than the last day of the month, Base Rent shall be prorated accordingly. The Annual Base Rent for each subsequent year of the lease term shall equal the prior year's Annual Base Rent multiplied by 1.04. All Annual Base Rent shall be payable in equal monthly installments.

4.2 **Sales Tax and Late Payment fee**

In addition to the rents provided for herein, Lessee shall also pay the amount of any use or sales tax on said rent imposed by the State of Florida, which shall be paid at the same time and in the same manner as each payment of rent. There shall be due with any payment of rent

Lessor's Initials JK  
Lessee's Initials EML



received after the fifth (5<sup>th</sup>) day of the month a late payment charge equal to five percent (5%) of the payment due or Fifty Dollars (\$50.00), whichever is greater. There shall be a fee of Thirty Dollars (\$30.00) on any checks returned for non-sufficient funds or any other reason. Any late charges or charges for checks not honored shall be deemed as additional rent.

4.3 *Time and Place of Payment*

Each monthly installment of rent and other sums due hereunder shall be payable in advance on the first (1<sup>st</sup>) day of each calendar month of the term made payable to Jet Aviation Associates or at such other place Lessor may from time to time designate in writing.

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

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

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

8. **UTILITIES.** During the term of this lease, Lessor shall pay all costs for electricity, water, sewer and trash collection services furnished to the Premises. Lessee agrees to use such utilities in a reasonable and efficient manner and not to cause unnecessary waste or expense to the Lessor. Lessor shall not be obligated to pay for or provide any other service or utility not herein listed, including, but not limited to, the installation, equipment, maintenance, repair or charges for telecommunications or internet access. Lessee shall have the right to install and pay for any telecommunications or internet access at its sole expense. Lessee may, at its own expense, install a security system. The Lessor will be granted full right of access through any installed security system. Key systems shall not be changed or altered without prior written authorization of the Lessor.

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

10. **LESSOR'S IMPROVEMENTS.** Not applicable

11. **REPAIRS AND MAINTENANCE.** Lessee has inspected and occupied the Premises and accepts them in their "as is" condition subject to the Lessor's obligations under paragraph 10 above. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises except as thereafter specified. During the term of this Lease, Lessor shall maintain the exterior walls in good repair, and shall keep the roof of the building watertight. Lessor shall also maintain the common areas of the Building in a neat and clean condition. Lessee shall be liable for Lessor's costs of repairs or maintenance that arise out of negligence or fault of Lessee, its employees, agents, invitees, licensees or customers to either this suite, hangar or the common areas.

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

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

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

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

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

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

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

Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

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

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

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

Lessor: Mr. Norbert Ehrich  
Sr. VP. FBO Services  
Jet Aviation Associates, Ltd.  
Building 1515  
Palm Beach International Airport  
West Palm Beach, FL 33406

Lessee: Mr. Edward Layton  
Chief Pilot  
JETEX, L.L.C.  
1517 Perimeter Road  
West Palm Beach, Florida 33406

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

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

Lessor's Initials ME  
Lessee's Initials EML

occurrence. Each policy of insurance shall name the Lessor as additional insured. The original of each such policy of insurance or certified duplicates thereof issued by the insuring organization shall be delivered by Lessee to Lessor on or before ten (10) days prior to occupancy of the Premises by Lessee and shall provide thirty (30) days' prior notice of cancellation to Lessor.

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

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

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

23. **DEPOSITS AND ADVANCE RENT.** Upon commencement of this lease, Lessee will pay Lessor (0.00) plus tax as security for the faithful performance of Lessee's obligations hereunder. In addition, Lessee will deposit with Lessor the sum of (0.00) plus tax as an advance toward the Base Rent, Common Area Charges and Sales Tax for the last month of the term of this lease. **Security Deposit and Last Month Rents were paid by JetSmart, Inc.** Any funds paid by Lessee to Lessor as a deposit or advance pursuant to the terms of this Lease may be commingled with other funds of Lessor and need not be placed in escrow or otherwise held in a segregated account. If any sum or sums of money shall become payable by Lessee to Lessor pursuant to the terms of this Lease, Lessor shall have the right to apply any deposits or advances made by Lessee against such sums due by Lessee to Lessor, whereupon Lessor shall be entitled to immediate reimbursement for such advance or replenishment of such deposit by Lessee.

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

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

Sue for rents as they become due:

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

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

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

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

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

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

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

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

29. **HAZARDOUS SUBSTANCES.** Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lessor as a direct or indirect result of noncompliance with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances. Lessee's obligations hereunder shall not be limited to any extent by the term of the Lease. Lessor agrees to provide and maintain approved storage containers for all flammable and hazardous materials. Lessor also agrees to abide by any and all regulations governing the safe, proper handling and disposal of said materials.

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

31. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are

exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from one's county public health unit.

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

Signed, sealed and delivered  
in the presence of:

**LESSOR:**

Witness

By:

NORBERT EHRICH

Witness

Printed Name

Its: Vice President & General Manager

Title

Date:

9/26/2011

**LESSEE:**

Edward Layton

Digitally signed by Edward Layton  
DN: cn=Edward Layton, o=JETEX LLC,  
ou=Chief Pilot,  
email=elayton@jetex.com, c=US  
Date: 2011.09.26 16:05:03 -0400

By:

Witness

Witness

Printed Name

Its: Chief Pilot

Title

Date: September 26th, 2011

Lessor's Initials NE  
Lessee's Initials EML



## CONSENT TO SUBLEASE

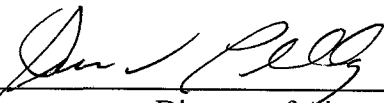
**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated May 1, 2011, and commencing on June 7, 2011, (the "Sublease") with N250RG, LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

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

SEP 27 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

## LEASE

THIS LEASE made and entered into as of the First of May 2011 by and among Jet Aviation Associates, Ltd. ("Lessor"), whose address is 1515 Perimeter Road, PBIA, West Palm Beach, Florida 33406, and N250RG, LLC ("Lessee"), a subsidiary of Kingwood Aviation, LLC, whose address is 4570 Westgrove Drive, Suite 240 Addison, Texas 75001.

### **WITNESSETH:**

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

#### **1     PREMISES.**

##### **1.1     Office Space. Reserved**

**1.2     Hangar Space.** Lessor shall lease and otherwise provide Lessee with sufficient non-exclusive hangar space (the "Hangar Space" unless otherwise denoted) to store Lessee's Gulfstream GIV aircraft. Such aircraft shall mean that the Gulfstream IV bearing identification number N250RG or any other temporary replacement aircraft, which Lessee may from time to time elect to substitute on a temporary basis, provided such temporary replacement aircraft is not larger in size or dimension than the so identified Gulfstream IV the ("Aircraft"). The Hangar Space to be provided is that space in one of the five hangars. The parties agree that Lessor has the sole, exclusive and absolute right to use designated alternative space to store the aircraft in any of the five hangars.

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

**2.     TERM.** The term of this Lease and the accrual of rents hereunder shall commence on June 7, 2011 (the "Commencement Date") and shall extend to midnight of May 31, 2012 (the "Expiration Date") for a period of One (1) year. The term shall automatically renew for successive one (1) year periods on the anniversary date of this Lease. This Lease may be terminated by either party on the expiration dates or subsequent anniversary date only upon giving the other party ninety (90) days advance written notice. This lease may also be terminated by Lessee with ninety (90) days advance written notice in the event of the sale of the aircraft.

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

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Lessee's Initials   *AB*

jacks in the hangar is not permitted. Any persons or entities performing services on behalf of Lessee at the Premises is expressly forbidden from soliciting business or work for any of Lessor's tenants. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion. Lessee shall comply with all laws,

4. RENT.

4.1 *Base Rent:* The Monthly Base Rent for the Premises during the first year of the lease term shall be ..... plus tax for the hangar space ("Base Rent") payable by Lessee to Lessor without demand, set-off or deduction whatsoever. Included in the lease will be a complimentary Cage. If the term commences on a day other than the first day of a month, or expires or is terminated on a day other than the last day of the month, Base Rent shall be prorated accordingly. The Base Rent for each subsequent year of the lease after the initial 1 year term shall equal the prior year's Base Rent multiplied by 1.05.

4.2 *Sales Tax and Late Payment fee*

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

4.3 *Time and Place of Payment*

Lessor will send Lessee a monthly invoice, and Lessee to pay each monthly installment of rent on Lessee's Multi Service account or via check or wire transfer to Jet Aviation Associates, Ltd. at 1515 Perimeter Road, West Palm Beach, FL 33406. Payment is due on the first (1<sup>st</sup>) day of each calendar month of the term.

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

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

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

8. SECURITY. Lessee will prevent any unauthorized access to the Premises or Security Areas by individuals or invited parties of Lessee. Lessee will ensure that any employee or invitee will comply with all rules or regulations of the County and of any Governmental entity having jurisdiction over the Premises including applicable security procedures providing however that the Lessee is provided such rules and regulations as codified and as may be modified from time to time. Lessor shall be responsible for providing all applicable rules and regulations affecting the Premises. Failure of the Lessee to adhere to any rules or regulations shall subject the Lessee to any fines resulting from such failure to comply with these regulations.

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

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Lessee's Initials

charges for telecommunications or internet access. Lessee shall have the right to install and pay for any telecommunications or internet access at its sole expense.

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

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

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

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

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

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

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

15. **LIENS.** Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all construction liens arising out of or from such work. In the event any notice or claim of lien shall

be asserted of record against the interest of Lessor in the Premises or Building on account of any improvement work done by or for Lessee, or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such lien canceled and discharged of record (either by payment or bond as permitted by law) within ten (10) days after notice to Lessee by Lessor, and in the event Lessee shall fail to do so, Lessee shall be considered in default under the terms of this Lease.

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

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

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

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

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

Lessor's Initials   M    
Lessee's Initials   R3

Lessor:

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

Lessee:

Mr. Rick Redle  
Manager  
Kingwood Aviation  
4570 Westgrove Drive, Suite 240  
Addison, Texas 75001

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

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

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

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

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

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Lessee's Initials RR

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

23. **DEPOSITS AND ADVANCE RENT.** This section is waived.

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

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

Sue for rents as they become due:

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

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

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

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

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

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

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

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

29. **HAZARDOUS SUBSTANCES.** Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lessor as a direct or indirect result of noncompliance with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances. Lessee's obligations hereunder shall not be limited to any extent by the term of the Lease. Lessor agrees to provide and maintain approved storage containers for all flammable and hazardous materials. Lessor also agrees to abide by any and all regulations governing the safe, proper handling and disposal of said materials.



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

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

32. **EXCLUSION OF PUNITIVE AND CONSEQUENTIAL DAMAGES.** Notwithstanding any provision of this Lease to the contrary, under no circumstances shall either party be liable to the other (i) for any punitive, exemplary or other special damages arising under or relating to this Lease or the subject matter hereof, or (ii) for any indirect, incidental damages arising under or relating to this Lease or the subject matter hereof. This section shall survive the termination or expiration of this Lease.

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

Signed, sealed and delivered

LESSOR:

By: N. Ehrich

Norbert Ehrich

Vice President FBO Services

Date: 6/28/11

LESSEE:

By: Mr. Rick Redle

Mr. Rick Redle,  
Manager

Date: 6.28.11 as effective  
May 1. 2011

Lessor's Initials NE

Lessee's Initials RR

**Fuel**

1. During the Term of this Lease, Lessee shall purchase from Lessor at the Facility and Lessor shall sell to Lessee at the Facility, all of the JetA fuel for the Aircraft while at Palm Beach International Airport.
2. Lessee shall use an Exxon Air World card when purchasing JetA fuel or other accepted credit card from Lessor. The fuel will be sold at a Cost Plus Price as follows: Under 2000 Gallons.      . If Uplift is over 2000 gallons than the price is      .
3. In the event a fuel spill occurs during the refueling of the Aircraft that is caused by Lessor's negligence, or refueling equipment failure, Lessor will be responsible for fuel spill cleanup costs incurred. Lessee will be responsible for cleanup costs and hazardous waste disposal charges that result from any fuel spilled from the Aircraft on the Premises that resulted from aircraft systems or component failure during refueling or fuel transfer.
4. This Exhibit A shall continue during the Term of the Lease, and any extensions thereof, unless the Lease is sooner terminated in accordance with its terms.

## CONSENT TO SUBLEASE

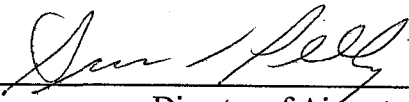
**PALM BEACH COUNTY**, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated August 1, 2011, and commencing on August 1, 2011, (the "Sublease") with North American Realty Services LLLP, (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.

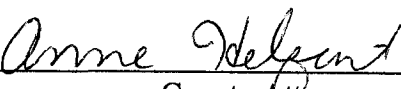
It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

SEP 27 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

## FACILITY TENANT AGREEMENT

This **FACILITY TENANT AGREEMENT** (the "Agreement"), dated as of 01 August 2011 is entered into by and between Jet Aviation Associates, Ltd., a Florida limited company ("Jet Aviation"), and North American Realty Services LLLP ("Customer") whose address is 400 Clematis Street, Suite 201, West Palm Beach, Florida 33401.

**WHEREAS**, Customer wishes to have Jet Aviation store the Aircraft, as hereinafter defined, at the facility operated by Jet Aviation at Palm Beach International Airport (the "Facility");

**WHEREAS**, at the Facility, Jet Aviation sells aircraft fuel, maintains hangars for the storage of aircraft, leases office space, and provides certain other services to aircraft operators; and

**WHEREAS**, Jet Aviation desires to provide to Customer at the Facility aircraft hangar space and office space and certain products and services concerning the Aircraft, and Customer desires to purchase from Jet Aviation at the Facility certain products and services concerning the Aircraft.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Hangar Space; Office Space;**

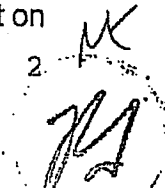
- a. Jet Aviation hereby leases to Customer on the terms and conditions hereinafter stated, and Customer hereby leases from Jet Aviation on such terms and conditions, certain Hangar Space and Office Space in the building commonly known as hangar [Floating Hangar] (the "Hangar"), all as more fully described below.
- b. As used in this Agreement, "Aircraft" means the Citation Excel, Serial Number 560-5325, Tail Number N48NA, or any replacement aircraft which Customer may from time to time substitute therefore for purposes of this Agreement; provided, however, that such substituted aircraft shall not be larger than the aircraft for which it is being substituted.
- c. As used in this Agreement, "Office Space" means the approximately 330 rentable square feet of space located in the Hangar. (Suite 524)
- d. Jet Aviation shall provide Customer with sufficient space to store the Aircraft within the hangar (the "Hangar Space").

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- e. Jet Aviation shall, at its expense, provide all utilities for the Hangar Space and Office Space, including but not limited to heat and air conditioning but excluding telephones and communication equipment. Customer shall have the right to install telephones and other communication equipment in the Office Space at its expense. Office cleaning services and security services are not included.
- f. Customer shall obtain written approval from Jet Aviation prior to commencing any modification of existing office ceilings, wall boundaries or electrical and plumbing.
- g. Jet Aviation shall afford Customer access to the Hangar Space and the Office Space seven (7) days per week and twenty-four (24) hours per day.
- h. Jet Aviation shall, at its expense, repair and maintain the Hangar in good condition including its structural and non-structural components.
- i. In the event Jet Aviation is required to close its operations at the Facility for reasons associated with terror attacks, high security lock downs, war or similar events, Customer acknowledges that advance notice to Jet Aviation for building access by Customer may be required.

2. Term

- a. This Agreement shall commence on 01 August 2011 (the "Commencement Date") and shall expire at 12:00 o'clock midnight on 31 July 2014; unless sooner terminated as provided herein. With the prior written consent of both parties, this Agreement may be renewed for one additional (1) year period following the expiration of the initial term of this Agreement. Jet Aviation reserves the right to adjust the yearly payment schedule and will provide the customer with sixty (60) days written notice of any such adjustment.
- b. This Agreement will automatically terminate upon the termination or expiration of the Lease Agreement (as defined in Section 3), or as otherwise expressly directed in writing by Palm Beach County, and no damages, monies or compensation will be owed to Customer by Jet Aviation.
- c. Jet Aviation may terminate this Agreement upon written notice to Customer after the occurrence of any Event of Default by Customer that is not cured within the applicable cure period, if any, provided in Section 11 of this Agreement, or termination or expiration of the Occupancy Agreement (as defined in Section 3), or as otherwise expressly directed in writing by Palm Beach County. Upon any such termination, Customer shall remove all of Customer's property from the Hangar and pay to Jet Aviation all outstanding fees and other charges due and owing Jet Aviation under this Agreement on

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or before the effective date of termination. If Customer should fail to vacate the Hangar Space or the Office Space within such period, Jet Aviation may, to the extent permitted by applicable law on written notice to customer, peaceably enter upon the Hangar Space and the Office Space and remove Customer's property without further notice, demand or court proceeding and without liability to Customer. Jet Aviation shall be under no duty or obligation to store or maintain any of Customer's property at any time and shall not be liable to Customer for any damage to or destruction of such property. If Jet Aviation stores the property, Customer shall be liable to Jet Aviation for the reasonable costs and expenses of transportation and storage.

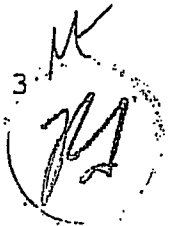
**3. Payment**

- a. Customer shall pay to Jet Aviation a security deposit equal to one month's rent, and last months rent on or prior to the Commencement Date.
- b. Customer shall pay Jet Aviation on or prior to the first day of each month per the rate schedule below:

Effective:	01 August 2011
Office Space:	Included in Hangar Rent
Hangar Space:	\$

**Total:** \$

- c. Customer, upon payment of the rentals and performance of the covenants on Customer's part to be performed, shall and may peaceably and quietly have, hold and enjoy the Hangar Space and the Office Space during the term of this Agreement.
- d. In consideration of the payments referred to in Section 3.b., Customer shall also have the right to use free of charge the following services and amenities at the Facility:
  - (i) Jet Aviation's services in moving the Aircraft pursuant to Section 4 or as requested by Customer;
  - (ii) The Ramp Space to temporarily park the Aircraft;
  - (iii) A reasonable number of automotive parking spaces existing as of the original date of this Agreement; and

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- (iv) The common areas including halls, lobbies, delivery passages, drinking fountains, public toilets and the like.
- e. The Annual Base Rent for the third year of the initial Lease term may be increased at the sole and absolute discretion of Lessor by a percentage amount equal to the percentage increase in the CPI over the 12 month period ending on the last day of the month immediately preceding the start of the final year of the Lease term. Notwithstanding the foregoing, the increase hereunder shall not exceed 4%. When such new rates are established by Lessor, this lease shall automatically be considered as amended, without formal amendment hereto, upon written notification by Lessor to Lessee of the established of said increased rental rates.
- f. Customer acknowledges that this Agreement is subject to the Lease Agreement between Palm Beach County and Jet Aviation. In the event that an appraisal of the Land and Building by Palm Beach County or its designated agent is performed in accordance with the Lease Agreement and an increase of rent is imposed upon Jet Aviation, then Jet Aviation has the right to immediately pass on a proportionate share of the increase to Customer without mark-up. Any such increase shall be in addition to all other amounts payable by Customer pursuant to this Agreement.

4. **Movement of the Aircraft**

- a. The Aircraft shall only be moved by Jet Aviation, or by the joint efforts of Jet Aviation and Customer, as hereinafter specifically provided.
- b. If the efficient operation of the Hangar requires that the Aircraft be temporarily moved or parked within the Hangar or the adjoining ramp, then Jet Aviation shall coordinate its plans with the Customer's crew or maintenance personnel in order to minimize disruption and excessive movement of the Aircraft.
- c. Jet Aviation shall move the Aircraft by towing only. No employee of Jet Aviation shall enter the Aircraft, except with the written or oral consent of an authorized Customer employee (except in the case of an emergency, in which case no notice or consent is required). The Aircraft shall only be moved to the extent necessary for the efficient operation of the Hangar, or as requested by Customer.

5. **Use of the Hangar**

- a. This Agreement allows Customer's employees to use an area of the Hangar, designated by Jet Aviation from time to time, for the purpose of storing the Aircraft.

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- b. Except as otherwise provided herein, Customer is prohibited from using the Hangar Space, the Office Space or any portion of the Facility for any purpose other than aforementioned including, without limitation, commercial activity.
- c. Customer shall not cause or permit the Hangar Space or the Office Space to be used in any way (i) which constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, or (ii) which unreasonably interferes with the rights of any other users of the Facility, or (iii) which constitutes a nuisance or waste.
- d. Customer's rights granted herein are subject and subordinate to the terms and conditions of the Occupancy Agreement. Nothing in this Agreement shall create or purport to create any obligations of Palm Beach County to Customer, and Palm Beach County shall be deemed an intended third party beneficiary of this Agreement.
- e. Customer shall keep and maintain the Hangar Space and the Office Space and every part thereof in good and clean condition and in accordance with reasonable rules or regulations established by Jet Aviation or Palm Beach County from time to time during the term of this Agreement (see Schedule 1 attached). Customer shall not make any alterations or additions to the Hangar Space or the Office Space without first obtaining Jet Aviation's written permission and shall return occupancy at the termination of this Agreement in the same and in as good condition as exists on the date of this Agreement, reasonable wear and tear, damage by fire or casualty through no fault of Customer and modifications expressly approved by Jet Aviation excepted.

6. Fuel

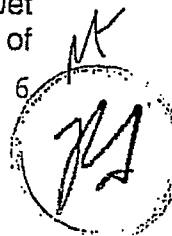
- a. During the initial term of this Agreement (and any extended term), Customer shall purchase from Jet Aviation at the Facility, and Jet Aviation shall sell to Customer at the Facility, all of Customer's requirements for Jet-A fuel for the Aircraft while at Palm Beach International Airport.
- b. Customer shall be billed directly for fuel with a 10 day payment term. Customer will provide a credit card with a signature on file to charge the credit card in the event the 10 day payment term is not met when purchasing Jet-A fuel from Jet Aviation.
- c. Jet Aviation agrees to sell Jet-A fuel to Customer at a price of \$     1 per gallon above Jet Aviation's cost.

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- d. On a 12-month rolling period, should the Customer go over 50,000 gallons, the fuel price would then be \$      per gallon above Jet Aviation's cost.
- e. In the event a fuel spill occurs during the refueling of Customer aircraft that is caused by Jet Aviation's negligence, or refueling equipment failure, Jet Aviation will be responsible for fuel spill cleanup costs incurred. Customer will be responsible for fuel cleanup costs and hazardous waste disposal charges that result from any fuel spill from Customer's aircraft that results from failure of aircraft systems or components during refueling or fuel transfer.

7. Maintenance

- a. Subject to the provisions hereinafter set forth, Customer may conduct or cause to be conducted general maintenance on its Aircraft while in the Hangar. Customer may only use the maintenance support of its own employees.
- b. Aircraft maintenance activities performed in the Hangar shall be limited to include minor due cards, troubleshooting, minor component replacements, post flights, preflight, servicing and the like, provided such activities can be conducted in a manner that is non-intrusive to neighboring tenants, does not impose on hangar operations, or effect the cleanliness and image of the Facility. Customer shall indemnify, defend and hold harmless Jet Aviation from and against any and all claims or liability arising out aircraft maintenance activities performed by Customer or by any employee, contractor or customer of Customer, except to the extent such claims or liability result solely from the gross negligence or willful misconduct of Jet Aviation.
- c. Customer agrees not to contract or otherwise permit third parties to perform aircraft cleaning in the Facility without prior permission from Jet Aviation's FBO Manager.
- d. Upon request by an authorized representative of Customer, Jet Aviation will provide Customer with aircraft cleaning services at the current posted hourly retail rate. Invoices will be payable within fifteen (15) days from the date of invoice, unless other arrangements are agreed to for specific work.
- e. Jet Aviation shall dispose of all hazardous waste generated by Customer in its maintenance of the Aircraft pursuant to the maintenance activities of the Customer's employees in the Hangar, and Customer shall reimburse Jet Aviation for its reasonable out-of-pocket expenses incurred in disposing of

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such hazardous waste. Customer shall abide by Jet Aviation's policies and all applicable laws and regulations regarding temporary storage and disposal of hazardous waste, and shall also notify Jet Aviation of the quantities thereof, and their location. Customer shall indemnify, defend and hold harmless Jet Aviation from any and all claims or liability arising out of any disposal of hazardous waste generated from the Hangar Space or the Office Space by Customer or by any employee, contractor or customer of Customer, except to the extent such claims or liability result solely from the gross negligence or willful misconduct of Jet Aviation.

- f. Customer employees and guests shall abide by safety regulations imposed by federal and local authorities, including but not limited to the use of goggles and hearing protectors, and their proper use shall not be the responsibility of Jet Aviation. Jet Aviation shall be held harmless and without obligation for any and all damage or injury caused by the negligent utilization of the Hangar Space or Office Space and equipment therein by Customer or Customer's employees and guests.
- g. Customer will mark all ground equipment/maintenance equipment owned or leased by Customer "For North American Realty Services use only". Customer will ensure all aircraft parts/materials removed or to be installed by Customer and left unattended within the Hangar are tagged, with each tag identifying the part as belonging to Customer and for Customer's use only.

#### 8. Insurance

- a. Customer shall, at its expense, carry and maintain in full force and effect, with an insurer acceptable to Jet Aviation, Airport Premises Liability Insurance (including Blanket Contractual Liability). Such insurance shall be in an amount not less than \$5,000,000 (five million) Combined Single Limit each occurrence.

Customer shall, at its expense, carry and maintain in full force and effect, aircraft operations insurance for bodily injury/property damage and passengers with a combined single limit each occurrence of not less than \$25,000,000 evidenced by certificate and at each subsequent renewal as long as agreement is in effect.

Customer shall, at its expense, carry and maintain in full force and effect, automobile liability insurance to a minimum limit of five hundred thousand dollars (\$500,000) per occurrence for all of Customer's owned, non-owned or hired vehicles operating on or proximate to the Facility.

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- b. Any insurance policy carried by Customer in accordance with Section 8.a., and any insurance policy taken out in substitution or replacement therefore, shall:
- (i) designate Jet Aviation and, if requested by Jet Aviation, Palm Beach County, as Additional Insured;
  - (ii) provide that, if (1) such policy is canceled for any reason, or (2) any substantial change is made in the coverage thereunder that adversely affects the interests of Jet Aviation, or (3) such policy is allowed to lapse or be canceled for non-payment of premium, any such cancellation, substantial change in coverage or lapse shall not become effective until thirty (30) days, or in the event of non-payment of premium, ten (10) days advance notice in writing to Jet Aviation;
  - (iii) provide for primary insurance, i.e., without the right of contribution from any insurance carried by Jet Aviation;
  - (iv) provide that Jet Aviation shall have no obligation or liability for premiums, assessment, or calls in connection with such insurance policy; and
  - (v) Jet Aviation shall be included with a waiver of subrogation by the insurers and Customer.
- c. Within thirty (30) days after execution and delivery of this Agreement, Customer shall deliver to Jet Aviation certificates of insurance, issued by Customer insurer in form acceptable to Jet Aviation, evidencing the coverage referred to in Sections 8.a. and b. Each such certificate shall indicate the date and number of the policy, the exact name of the insured thereon, and the coverage thereunder applicable to Customer aircraft stored at the Facility.
- d. Customer waives any claims it may have against Jet Aviation, its officers, agents, employees or affiliates for any loss or damage to the Aircraft unless caused by gross negligence or intentional or willful misconduct of Jet Aviation, its officers, agents, employees or affiliates.

9. **Destruction of Premises**

- a. If the Office Space or Hangar Space (collectively, the "Premises") are damaged or destroyed, in whole or in part, by fire, casualty, or acts of God or the public enemy, Jet Aviation may, at its option, give notice to Customer within sixty (60) days after such damage or destruction terminating this Agreement as of the date specified in such notice, which date shall be no

less than thirty (30), nor more than sixty (60), days after the giving of such notice. In the event of giving such notice, this Agreement shall expire on the date specified in such notice and the payments pursuant to Section 3 a. shall be paid up to the date of such damage or destruction. If Jet Aviation does not exercise its option to give such notice, it shall restore the Premises to a tenantable condition promptly, but in any event not later than two hundred seventy (270) days after the aforementioned damage or destruction.

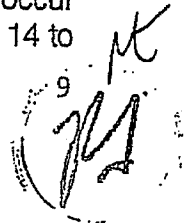
- b. Until the Premises are restored to a tenantable condition, the fees hereinbefore provided shall abate entirely if the entire Premises are rendered untenable, or if only a part is rendered untenable, the fees shall abate pro rata for the portion rendered untenable; provided, however, that Customer shall have no obligation to make any pro rata payment unless Customer can, in its judgment, safely store the Aircraft in that portion of the Hangar Space remaining in a tenantable condition and can conduct normal operations in that portion of the Office Space remaining in a tenantable condition.
- c. Notwithstanding the foregoing, if the Premises are damaged or destroyed as a result of the negligence, omission, or willful act of Customer, its agents, representatives, employees, guests or invitees, then in that event there shall be no abatement of the fees. Furthermore, Customer shall be responsible for the restoration of the Premises to their original condition to the extent that any damage thereto is caused by the sole gross negligence, omission or willful act, of Customer.

**10. Events of Default**

- a. An "Event of Default" will occur if either party:
  - (i) Fails to make any payments required to be made to the other party under the terms of this Agreement on or prior to the date such payments shall become due and payable;
  - (ii) Fails to perform any of the terms, covenants, or conditions contained in this Agreement required to be performed by such party; or
  - (iii) Becomes insolvent or bankrupt or makes an assignment for the benefit of creditors.

**11. Curing an Event of Default**

- a. If any one or more Events of Default by Jet Aviation or Customer shall occur and be continuing, the other party may give notice pursuant to Section 14 to

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the party in default specifying such Event of Default and stating that this Agreement shall terminate on a specified date, which date shall be at least thirty (30) days after the date of giving such notice, unless such Event of Default shall have been cured by such date;

- b. Notwithstanding the provisions of Section 11.a., if any Event of Default is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, and failure to cure the same within such period will not have an immediate adverse effect upon Jet Aviation or the Aircraft, then if the party in default shall have diligently commenced the curing of such Event of Default during said thirty (30) day period, the party in default shall have an additional fifteen (15) days, for a total of not more than forty-five (45) days to cure the Event of Default.
- c. If the Event of Default is non-payment of any amounts due Jet Aviation by Customer under this Agreement, then Jet Aviation may terminate this Agreement by giving Customer notice of termination fifteen (15) days prior thereto, unless such Event of Default shall have been cured within such fifteen (15) days.
- d. If, after the periods specified in Sections 11.a., b. or c. have expired, the Event of Default shall still be continuing, this Agreement shall then automatically terminate. The non-defaulting party shall retain all of its rights to take action against the defaulting party, whether in law or in equity.

**12. Force Majeure**

Neither party nor any of its officers or directors shall be liable for, nor shall they, or any of them, be deemed in default under this Agreement on account of any failure or delay in performance (other than payments required under this Agreement and the requirements relating to the maintenance of insurance) due to causes beyond their control. Said causes include, but are not limited to, delays due to strikes, acts of God, fires, flood, the actions of the United States Government or any other government or agency thereof, both foreign and domestic, or the failure to receive essential parts or services from suppliers.

**13. Illegality**

Notwithstanding anything in this Agreement to the contrary, if Customer is unable to use the Hangar Space or Office Space because the use thereof as contemplated by this Agreement is in violation of any federal, state or municipal law or regulation, and if Jet Aviation cannot cure such violation within thirty (30) days of notice of such violation Customer may terminate this Agreement immediately upon written notice to Jet Aviation and the charges payable by Customer under this Agreement to Jet Aviation shall be proportionately paid up to the earlier of (i) the date of termination

or (ii) the date Customer is unable to use any such Hangar Space or Office Space for the purposes contemplated by this Agreement.

**14. Notices**

All notices, demands, or other communications to be delivered or given hereunder shall be in writing and shall be deemed to be duly given upon personal delivery or upon mailing if sent, postage prepaid, by certified or registered mail, return receipt requested, as follows:

If to Customer:

Jeffrey Herman  
North American Realty Services, LLLP  
400 Clematis Street, Suite 201  
West Palm Beach, Florida 33401

Sharon Irwin  
North American Realty Services, LLLP  
2851 John Street, Suite One  
Markham, Ontario  
Canada L3R 5R7

If to Jet Aviation:

VP – FBO Services  
Jet Aviation Associates, Ltd.  
Palm Beach International Airport  
1515 Perimeter Road  
West Palm Beach, FL 33406

Either party may change the address to which such communications are to be directed to it and the person to whose attention such communications are to be delivered, by giving notice to the other party in the manner provided in this Section 14.

**15. Entire Agreement; Amendment**

- a. This Agreement contains the entire agreement and understanding between the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, arrangements and understandings relating to such subject matter.
- b. This Agreement may be amended, superseded or canceled, and any of the terms thereof may be waived, only by a written instrument specifically stating that it amends, supersedes or cancels this Agreement or waives any of the

terms hereof, executed by a corporate officer of each of the parties, or in the case of a waiver, by the corporate officer of the party waiving compliance.

16. **Waivers**

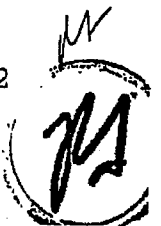
The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce same. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

17. **Certain Interpretive Matters**

- a. Section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- c. No provision of this Agreement shall be interpreted in favor of, or against, either party hereto by reason of the extent to which any such party or its legal counsel participated in the drafting thereof or by reason of the extent to which such provision is inconsistent with any prior draft of this Agreement.
- d. The words "herein," "hereof," "hereto," "hereunder" and words of similar import refer to this Agreement.
- e. The term "Agreement" as used herein shall mean this Agreement and Exhibit A attached hereto.

18. **Assignment; Successors**

Neither this Agreement nor the rights and obligations hereunder may be assigned or transferred in any manner by any party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.





19. **Confidentiality**

All financial terms and conditions including the payments to be made by Customer to Jet Aviation pursuant to this Agreement are considered confidential information by Jet Aviation and Customer and each party agrees to keep such information confidential, except as may be required to the contrary by any applicable law, rule or regulation.

20. **Applicable Law/Venue**

This Agreement shall be construed and governed in accordance with the laws of the State of Florida without regard to its conflict of laws principles, and the parties agree and consent to exclusive venue and jurisdiction in the state and federal courts of Florida. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

21. **Waiver of Jury Trial**

The parties hereby knowingly, voluntarily and intelligently waive their rights to a jury trial in any action, suit or proceeding relating to, arising under or in connection with this agreement and any other document, agreement or instrument executed and delivered in connection with the foregoing. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

22. **Limitation of Liability/Exclusion of Punitive and Consequential Damages**

Notwithstanding any provision of this agreement to contrary, under no circumstances shall either party be liable to the other (i) for any punitive, exemplary or other special damages arising under or relating to this agreement or the subject matter hereof, (ii) for any indirect, incidental or consequential damages (including without limitation loss of use, income, profits or anticipated profits, business or business opportunity, savings, data, or business reputation) arising under or relating to this agreement or the subject matter hereof, regardless of whether such damages are based in contract, breach of warranty, tort, negligence or any other theory, and regardless of whether such party has been advised of, knew of, or should have known of the possibility of such damages. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

23. **Indemnification**

To the extent permitted by law, Customer shall defend, indemnify, and hold harmless Jet Aviation and its affiliates, and its and their respective employees, officers, directors and agents, from and against all claims, demands, suits, actions

or other proceedings brought by third parties ("Claims"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including reasonable attorneys' fees), as a result of such Claims (collectively, "Losses"), to the extent such Claims: (i) arise out of or are or were caused by Customer's breach of its obligations under this Agreement or (ii) arise out of or are or were caused by Customer's negligence or misconduct. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**24. Severability**

- a. The provisions of this Agreement shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any one provision or portion of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- b. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability and any prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**25. Attorneys Fees**

- a. If either party hereto receives a judgment or award in its favor against the other party hereto in any litigation or proceeding concerning this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and other costs and expenses incident to such litigation or proceeding.

**26. Property Rights**

- a. Nothing in this Agreement shall be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in Customer, nor shall this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Jet Aviation and Customer.

**27. Radon Gas**

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

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day first above written.

North American Realty Services, LLLP  
By its general partner, N.A. Realty  
Services, Inc.

Jet Aviation Associates, Ltd.

  
\_\_\_\_\_  
Name: Robert Green

  
\_\_\_\_\_  
Name: Norbert Ehrich

Title: Vice-President

Title: VP – FBO Services

Date: July 28, 2011

Date: 8/5/2011

**SCHEDULE 1  
RULES AND REGULATIONS**

These guidelines are not all-inclusive and may be modified or added to at any time by Jet Aviation provided such guidelines are reasonable, uniformly applied and do not modify any provision of the Agreement.

1. Storage lockers situated in a hangar are to be acquired through Jet Aviation to ensure uniformity in color and size. These lockers shall be on casters to allow moving for cleaning purposes. Storage lockers will be limited to two (2) per aircraft one (1) per helicopter based in the hangar.
2. All Aircraft support equipment is to be secured and stored inside each tenant shop when not in use and at the end of the workday. This includes power carts, jacks, toolboxes and parts. Work stands and other equipment too large for the shops will be stored in a designated area of the hangars and the use of that space shall be charged to Customer.
3. A clean work area is the responsibility of Customer. It is Jet Aviation's intention to maintain a high degree of cleanliness at all times. All spills and debris are to be contained and cleaned by Customer immediately.
4. No vehicles are permitted in the hangar or other restricted areas, other than Jet Aviation-owned tugs for repositioning aircraft and forklift operations as necessary.
5. All radio and music reproduction equipment is banned from the hangar floor. Customer may play music inside of its shop or office space at a reasonable volume level so long as it is not audible in other offices or on the hangar floor.
6. Customer shall not block open any hangar access doors or fire doors.
7. All of Customer's employees, agents, independent contractors and invitees shall obtain and display proper identification in accordance with prevailing regulations of the airport for all areas of the Facility where required. All costs incurred in obtaining such required identification badge authorizations or endorsements shall be borne wholly by Customer.
8. Customer is not permitted to store or maintain hazardous or toxic materials and/or regulated substances as defined by state and federal environmental regulations on or in the hangar space or office space (with the exception of fuel and oil on board an aircraft as well as cleaning solvents, used for cleaning parts and accessories, provided that storage of such solvents will be in containers that meet the specifications, if any, of the applicable guidelines and regulations) without prior authorization from Jet Aviation which may be withheld at Jet Aviation's reasonable discretion. In the event of a hazardous or toxic material spill, Customer shall notify Jet Aviation immediately. Customer shall be responsible for the proper handling of all hazardous or toxic materials and/or regulated substances generated by Customer, its employees, agents, independent contractors and invitees, as a result of its and their use of the hangar space and office space and/or contiguous common areas. Storage, handling, removal and disposal of all such hazardous materials and/or regulated substances shall be accomplished by Jet Aviation in accordance with Local, State and Federal guidelines and regulations and Customer shall reimburse Jet Aviation for its out of pocket expenses.