

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 Lantana, Inc. d/b/a Stellar Aviation of South Palm Beach** (the "LESSEE"), dated June 21, 2016 (R-2016-0759), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated April 12, 2017, (the "Sublease") with Unlimited Aircraft Restoration, 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 JAN 10 2018 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: [Signature]
County Attorney

**COMMERCIAL OPERATOR
HANGAR SUBLEASE AGREEMENT**

THIS COMMERCIAL OPERATOR HANGAR SUBLEASE AGREEMENT (this "Lease") is made and entered into this April 12, 2017 by and between Galaxy Aviation of Lantana, Inc., a Florida corporation d/b/a/ Stellar Aviation of South Palm Beach ("Sublessor"), and Unlimited Aircraft Restoration, Inc., a Florida corporation, having its office and principal place of business at 2633 Lantana Road, Unit #311, Lantana, Florida 33462 ("Sublessee").

WITNESSETH:

WHEREAS, Sublessor operates the fixed base operation facility (the "FBO") at the Palm Beach County Park Airport ("Airport"), located in Palm Beach County, Florida pursuant to that certain Fixed Base Operator Agreement by and between Sublessor and Palm Beach County ("County") dated December 17, 2013 ("Master Lease"); and

WHEREAS, Sublessee desires to lease real property at the Airport for the purpose of operating and maintaining an aircraft restoration company; and

WHEREAS, Sublessee has indicated willingness to properly keep and maintain the property and improvements in accordance with the terms and conditions of this Lease; and

WHEREAS, Sublessee's sublease with Sublessor dated April 4, 2014 for Hangar #309 shall be hereby deemed terminated effective immediately upon execution of this Sublease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

ARTICLE 1
RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

ARTICLE 2
DEFINITIONS

The following terms set forth below, when used in this Lease, shall be defined as follows:

- 2.01 "**Additional Insured**" has the meaning set forth in Exhibit "B".
- 2.02 "**Adjustment Date**" means a rental adjustment date as set forth in Section 5.03.
- 2.03 "**Airport**" has the meaning set forth in the Recitals to this Agreement.
- 2.04 "**Airport Rules and Regulations**" means the Palm Beach County Airport Rules and Regulations adopted by Resolution No. R-98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.
- 2.05 "**Base Rental**" means the annual rental established in Section 5.01 of the Lease.
- 2.06 "**Bond Resolution**" means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.
- 2.07 "**Board**" means the Board of County Commissioners of Palm Beach County, Florida.
- 2.08 "**Commencement Date**" has the meaning set forth in Section 3.01.
- 2.09 "**Consumer Price Index**" shall have the meaning set forth in Section 5.03.

- 2.10 "**CPI Escalation**" shall have the meaning set forth in Section 5.03.
- 2.11 "**Department**" means the Palm Beach County Department of Airports.
- 2.12 "**Director**" means the Director or Acting Director of the Palm Beach County Department of Airports.
- 2.13 "**Derelict Aircraft**" means an aircraft, stored in the open, that:
- (A) Does not hold a current and valid airworthiness certificate issued by the FAA, or other appropriate aircraft certificating authority, together with necessary aircraft registration and maintenance records with a current endorsement by an appropriately rated certificate holder that the aircraft is in an airworthy condition;
 - (B) Has been issued a condition notice by the FAA that specifies that the aircraft has one or more conditions which render it not airworthy; or
 - (C) Have had major components, accessories, flight controls, portions of the airframe or engines removed so as to render the aircraft not airworthy.
- 2.14 "**Derelict Vehicle**" means a vehicle stored in the open that is in a wrecked, dismantled or partially dismantled condition, or which is discarded and in an inoperable condition.
- 2.15 "**Effective Date**" means the date that this Lease is signed by all parties hereto.
- 2.16 "**FAA**" means the Federal Aviation Administration or any successor agency thereto.
- 2.17 "**FBO**" has the meaning set forth in the Recitals to this Agreement.
- 2.18 "**Lease Year**" means a twelve (12) month period beginning each October 1, provided that, if the Term commences or terminates on a day that is other than the first or last day of a Lease Year, such Lease Year shall be prorated accordingly.
- 2.19 "**Minimum Standards**" means the General Aviation Minimum Standards for the Airport, as now or hereafter amended, and any successor general aviation minimum standards adopted for the Airport.
- 2.20 "**NFPA**" means the National Fire Protection Association.
- 2.21 "**Operating Budget Fee**" has the meaning set forth in Section 5.07(A).
- 2.22 "**Operating Expenses**" has the meaning set forth in Section 5.07(B).
- 2.23 "**Plans**" have the meaning set forth in Section 6.02(A).
- 2.24 "**Premises**" means those premises at the FBO, as more particularly identified on Exhibit "A", attached hereto and incorporated herein.
- 2.25 "**Sublessee Party**" has the meaning set forth in Section 15.07.
- 2.26 "**Term**" means the initial term and any renewal terms as provided in Article 3.
- 2.27 "**TSA**" means the Transportation Security Administration or any successor agency responsible for airport security.

ARTICLE 3
TERM

3.01 Initial Term. The initial term of this Lease shall commence on April 1, 2017 ("Commencement Date") and expire on March 31, 2018.

3.02 Renewal. Provided that Sublessee has not been in default of this Lease beyond any applicable cure period or this Lease is not otherwise terminated as herein provided, the term of this Lease shall automatically renew on a year-to-year basis thereafter upon the same terms and conditions.

3.03 County Consent. This Lease is subject to County's approval pursuant to the Master Lease. If such approval is not received, Sublessee shall be notified accordingly and this Lease shall terminate and be of no further force or effect, notwithstanding Sublessor's execution of this Lease or Sublessee's occupancy of the Premises, and any monies advanced by Sublessee for rent or the Security Deposit, which has not been earned or applied pursuant to this Lease, shall be promptly returned.

ARTICLE 4 **PREMISES AND PRIVILEGES**

4.01 Description of Premises. Sublessor hereby leases to Sublessee and Sublessee hereby rents from Sublessor that certain hangar identified as Hangar No. 311, containing approximately 1,578 square feet, located at the FBO, all as more particularly identified on Exhibit "A", attached hereto and made a part hereof (the "Premises").

4.02 Description of Specific Privileges, Uses and Rights. Sublessee shall be permitted to use the Premises for the purpose of aircraft restoration. All aircraft stored by Sublessee within the Premises must be owned by Sublessee or subject to a third party agreement pursuant to which Sublessee is actively providing services to such aircraft. Sublessee is prohibiting from storing any other aircraft in the Premises. Sublessee warrants and represents that it has the authority to subject any aircraft maintained on or operating from the Airport to this Lease and the lien laws of the State of Florida, including, without limitation, Chapter 329, Section 329.51 concerning liens for fuel furnished to aircraft and Chapter 329, Section 329.41 concerning liens for fuel furnished to aircraft.

4.03 Prohibited Uses, Products and Services. Sublessee shall utilize the Premises solely for the uses permitted herein and for no other purpose whatsoever. Sublessee shall not provide any products or services that are not specifically authorized by this Lease. The Premises shall not be used for habitation. The parking of boats, motor homes, utility trailers, recreational vehicles, inoperable vehicles, or any other objects unrelated to aviation and the uses permitted herein are strictly prohibited. Additionally, the stockpiling or storage of equipment, and/or machinery on or within the Premises or any other area of the Airport is strictly prohibited. Sublessee shall not permit any other person to utilize the Premises, conduct business from the Premises or store property in the Premises.

4.04 Description of General Privileges, Uses and Rights. In addition to the specific privileges, uses and rights granted in Section 4.02 above, Sublessor hereby grants to Sublessee the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants set forth herein and all of which shall be non-exclusive on the Airport:

- (A) The general use, in common with others, of all public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to the Airport (including airfield access), to be used by Sublessee, its agents and employees, patrons and invitees, suppliers of service, and furnishers of material, if any, in connection with its operations hereunder. For purposes of this paragraph, public "Airport facilities" shall include public roadways, sidewalks, or other public facilities appurtenant to the Airport that are not specifically leased to or under the contractual control of others.
- (B) The right of ingress to and egress from the Premises over and across public roadways serving the Airport for Sublessee, its agents and employees, patrons and invitees, suppliers of service and furnishers of material. The right of ingress to and egress from shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Except as expressly set forth in this Section 4.04, nothing in this Lease shall be construed to grant to Sublessee the right to use any space or area improved or unimproved which is leased to a third party, or which County has not leased herein.

4.05 Compliance with Minimum Standards. Sublessee agrees to comply with the requirements set forth in the Minimum Standards applicable to Sublessee's operations at the Airport. In the event of a conflict between this Lease and the Minimum Standards, Sublessee acknowledges and agrees that the more stringent requirement shall apply to Sublessee's operations hereunder, as determined by Sublessor.

4.06 Condition and Use of the Premises. Sublessee expressly acknowledges that Sublessee has inspected the Premises and Airport and accepts both in their "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Sublessee further acknowledges that Sublessor has made no representations or warranties of any nature whatsoever regarding the Airport or the Premises, including, but not limited to, the physical and/or environmental condition of the Premises or any improvements located thereon; the value of the Premises or improvements; the zoning of the Premises; title to the Premises; the suitability of the Premises or any improvements for Sublessee's intended use; or Sublessee's legal ability to use the Premises for Sublessee's intended use. Additionally, Sublessee acknowledges that Sublessor shall not be responsible for any current or future maintenance that may need to be performed to or on the Premises.

704-06

ARTICLE 5
RENTAL, FEES, CHARGES AND SECURITY DEPOSIT

5.01 Rental. Sublessee shall pay to Sublessor an initial annual rental of Seven Thousand Eight Hundred Ninety-Six and 00/100 Dollars (\$7,896.00), payable in equal monthly installments of Six Hundred Fifty-Eight and 00/100 Dollars (\$658.00), plus any applicable sales taxes or other taxes or concessions levied upon Sublessor based upon the rent due hereunder, except for any state or federal income tax assessed against Sublessor. Sublessee may charge the rent due hereunder against a nationally recognized credit card acceptable to Sublessor, provided that concurrent with the payment of such rent Sublessee pays to Sublessor a fee for the processing of such credit card payment in an amount as determined by Sublessor from time to time.

5.02 Commencement and Time of Payment. Payment of rental by Sublessee to Sublessor shall commence upon the Commencement Date. Rental shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the first day of each and every month throughout the Term and any extension thereof. If the Commencement Date occurs on a day other than the first (1st) day of a month, Sublessee shall pay rent from the Commencement Date to the first (1st) day of the following month on a per diem basis (calculated on the basis of a thirty (30) day month), payable in advance on the Commencement Date. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. All sums due hereunder shall be delivered to Sublessor at 2633 Lantana Road, Lake Worth, Florida 33462. Sublessor may change the payment procedure and/or the address to which payments are to be delivered from time to time. Rental shall be deemed delinquent, if payment is not received by the first (1st) business day of the month in which it is due.

5.03 Adjustment of Rentals.

- (A) The annual rental shall be increased as follows:
- (B) Commencing on October 1, 2017 and each October 1st thereafter (each such date, an "Adjustment Date"), the annual rental payable hereunder shall be increased by the greater of the CPI Escalation (as hereinafter defined) or five percent (5%) per year. The CPI Escalation shall be determined by multiplying the Base Rental set forth in Section 5(c) above by a fraction, the numerator of which shall be the "Consumer Price Index" (as hereinafter defined) figure for May of the calendar year in which such adjustment is to become effective and the denominator of which shall be the Consumer Price Index figure for April of the calendar year in which this Lease became effective.

- (C) For the purposes hereof, the "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States city average, all items (1982 - 1984 = 100), not seasonally adjusted, or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Consumer Price Index ceases to use the 1982 - 1984 average of one hundred (100) as the standard reference index base period, the then current standard reference index base period shall be utilized. In the event the Consumer Price Index (or successor or substitute Consumer Price Index) is not available, a reliable governmental or other nonpartisan publication evaluating information theretofore used in determining the Consumer Price Index shall be used.
- (D) This Lease shall automatically be considered as amended to reflect the new annual rate, without formal amendment hereto, upon Sublessor's written notification to Sublessee of the establishment of the new rental rate.
- (E) Notwithstanding anything to the contrary contained in this Lease, if Sublessor's annual rental for the FBO is increased by the County during the Term Sublessee's rent may be adjusted by written notice on a prorated basis equal to the amount of such increase.

5.04 Late Payments - Interest. Sublessee shall pay to Sublessor a late payment fee of five percent (5%) on any late payments commencing five (5) days after the amounts are due. If funds are insufficient for any payments made by check, then such payment will be subject to a Fifty Dollars (\$50.00) reprocessing fee and Sublessee shall be required to reimburse Sublessor for whatever charges Sublessor may be charged by financial institutions as a result of such insufficient funds.

5.05 Security Deposit. Sublessee has previously delivered to Sublessor, and shall maintain at all times during the term of this Lease, a refundable security deposit in the amount of \$626.46, and provided that any increase in rent hereunder shall cause a corresponding increase in the security deposit to be maintained by Sublessee hereunder and Sublessee shall pay to Sublessor such increase without demand ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to Sublessor and shall also secure the performance of all obligations of Sublessee to Sublessor. The Security Deposit shall be held by Sublessor, without the obligation to pay or earn interest thereon, and may be commingled with other Sublessor funds. In the event of any failure by Sublessee to pay any rentals or charges when due or upon any other failure to perform any of its obligations or other default under this Lease, then in addition to any other rights and remedies available to Sublessor at law or in equity, Sublessor shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Sublessee shall immediately replace the Security Deposit with a new cash deposit in the full amount of the Security Deposit required hereunder. Sublessee shall promptly increase the amount of the Security Deposit to reflect any increases in the sums payable hereunder. The Security Deposit shall be returned to Sublessee within thirty (30) days after all obligations under this Lease are performed and satisfied.

5.06 Taxes. Sublessee shall pay before delinquency all taxes and assessments which may be levied by any governmental authority against the Premises, on the property of Sublessee located in the Premises and on additions and improvements upon the Premises belonging to Sublessee. Sublessee shall also pay to Sublessor all sales, excise, privilege, intangible or any other similar tax or concession assessed by governmental authority against the rental payable hereunder even though the taxing statute or ordinance may purport to impose such tax against Sublessor. The payment of such tax shall be made by Sublessee monthly, concurrent with the payment of rental. In the event the Premises are ever subject to ad valorem taxation, Sublessee shall pay upon the demand its pro-rata share of such taxes, as determined by Sublessor.

5.08. Property and Casualty Insurance. With each monthly payment of rent, Sublessee shall pay to Sublessor one twelfth (1/12th) of its proportionate share of Sublessor's premium for property and casualty insurance covering the Premises. Sublessor shall notify Sublessee in writing at least ten (10) days before any increase in such payment.

5.09 Other Fees and Services. Any services requested by Sublessee other than those described in this Lease shall be paid for by Sublessee at the time of the delivery of such services at Sublessor's then prevailing rates.

5.10 Remedies. Sublessor shall have the same rights and remedies to collect and enforce the payment of all sums of money required to be paid under this Lease, as if it were rent, whether or not the same is specifically so designated.

5.11 Accord and Satisfaction. In the event Sublessee pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. Sublessor may accept any check or payment without prejudice to Sublessor's right to recover the balance due or to pursue any other remedy available to Sublessor pursuant to this Lease or under the law.

ARTICLE 6 **CONSTRUCTION OF IMPROVEMENTS**

6.01 Sublessee Construction Requirements. Sublessee shall make no alterations or additions to the Premises or improvements constructed thereon, without the prior written consent of Sublessor and County. All improvements constructed or placed on the Premises that are approved by Sublessor, including drainage and landscaping, shall be of attractive construction and first-class design; comply with any and all applicable governmental laws, regulations, rules, and orders; follow standard construction methods; and be constructed in accordance with the requirements of this Article.

6.02 Construction Requirements.

- (A) Prior to constructing any improvements on the Premises, Sublessee, without cost to Sublessor, shall prepare detailed preliminary construction plans and specifications for the improvements (hereinafter collectively referred to as the "Plans") in accordance with standards established by Sublessor and deliver the preliminary Plans to Sublessor for review, comment and adjustment. Sublessor shall review the preliminary Plans and provide a written response to Sublessee after receipt of the preliminary Plans. In the event Sublessor does not approve the preliminary Plans, Sublessee will be notified of the reasons for the disapproval and the necessary modifications and/or alterations to the Plans. Sublessee shall resubmit modified Plans to Sublessor within thirty (30) days of the date of Sublessor's written notice of disapproval. Within one hundred twenty (120) days following approval of the preliminary Plans by Sublessor, Sublessee shall prepare or cause to be prepared final working Plans in substantial conformity to the approved preliminary Plans and shall submit the final working Plans to Sublessor for approval. Upon approval of the final working Plans by Sublessor, Sublessee shall obtain all permits and other government approvals required for the commencement of construction. Prior to commencement of construction, Sublessee shall deliver to Sublessor one (1) complete set of the final working Plans as approved by the governmental agencies exercising jurisdiction thereover. Minor changes from the final working Plans shall be permitted if such changes may be reasonably inferred from the final working Plans, or if they are made to comply with requirements of any governmental agency exercising jurisdiction thereover.
- (B) Within sixty (60) days of Sublessee's receipt of a certificate of occupancy or certificate of completion, as appropriate, for improvements constructed pursuant to this Article, Sublessee, at its sole cost and expense, shall have prepared and deliver to Sublessor one (1) complete set of as-built Mylar drawings and one (1) set of Auto CADD files in the latest version acceptable by Sublessor.
- (C) All improvements constructed upon the Premises shall be completed at Sublessee's sole cost and expense and shall be completed in accordance with the standards established by Sublessor and the Department.

6.03 Construction Bonds. Sublessee shall ensure that all improvements are

constructed to completion in accordance with the approved Plans and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Prior to the commencement of any improvements to the Premises, the estimated cost of which exceeds Fifty Thousand Dollars (\$50,000), Sublessee shall cause to be made, executed and delivered to Sublessor at Sublessee's sole cost a bond that is in a form and substance reasonably satisfactory to Sublessor, and issued by a company reasonably acceptable to Sublessor, and that guarantees Sublessee's compliance with its obligations arising under this Section 6.03. Sublessee may not subdivide improvements or phase projects for the purpose of avoiding the foregoing bond requirement. Sublessor and County shall be named as dual obligees on the bond(s). In lieu of the bond required by this Section 6.03, Sublessee may file with Sublessor an alternative form of security in the form of cash, a money order, cashier's check, clean irrevocable letter of credit, or security of a type listed in Part II of Chapter 625, Florida Statutes; provided, however, the form of the security and company issuing such security, if applicable, shall be subject to the prior written approval of County and shall be in form and substance satisfactory to County in accordance with County's standard policies and procedures. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this Section 6.03.

6.04 Contractor Requirements. Sublessee shall require contractors to furnish for the benefit of Sublessor a public construction bond as required under Section 255.05, Florida Statutes, in a form approved by Sublessor and County in their discretion. Sublessee shall require its contractors to name Sublessor and County as dual obligees on the bond(s). Sublessee shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of Sublessor and County endorsed thereon, in such amounts and in such manner as Sublessor and County may reasonably require. Sublessor may require additional insurance for any alterations or improvements approved hereunder, in such amounts Sublessor and County reasonably determines to be necessary.

6.05 No Liens. Sublessee agrees that nothing contained in this Lease shall be construed as consent by Sublessor or County to subject the estate of Sublessor or County to liability under the Construction Lien Law of the State of Florida and understands that Sublessor's or County's estate shall not be subject to such liability. Sublessee shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Sublessee of this provision of this Lease. If so requested by Sublessor, Sublessee shall file a notice satisfactory to Sublessor in the Public Records of Palm Beach County, Florida, stating that Sublessor's or County's estate shall not be subject to liens for improvements made by Sublessee. In the event that a construction lien is filed against the Premises or other property or estate of Sublessor or County in connection with any work performed by or on behalf of Sublessee, Sublessee shall satisfy such claim, or transfer same to security, within thirty (30) days from the date of filing. In the event that Sublessee fails to transfer or satisfy such claim within the thirty (30) day period, Sublessor may do so and thereafter charge Sublessee all costs incurred by Sublessor in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Sublessee shall promptly pay to Sublessor all such costs upon demand, as Additional Rent.

ARTICLE 7 **OBLIGATIONS OF SUBLESSEE**

7.01 Compliance with Rules and Regulations. Sublessee covenants and agrees to observe and obey, and to require its officers, employees, guests, invitees and those doing business with it to observe and obey, such rules and regulations of Sublessor, the Department and County regulating the conduct and operations of Sublessee and others on the Premises, as now or hereafter amended or promulgated, including, without limitation, the Airport Rules and Regulations.

7.02 Conduct. Sublessee shall conduct its operations hereunder in an orderly and commercially reasonable manner, considering the nature of such operations so as not to unreasonably annoy, disturb, endanger or be offensive to others on the Airport. Sublessee shall control the conduct, demeanor and appearance of its employees, invitees and others doing business at the Premises and, upon objection from Sublessor concerning the conduct, demeanor

and appearance of any such person, shall promptly take all reasonable steps necessary to remove the cause of such objection.

7.03 **Noise & Vibrations.** Sublessee shall take all reasonable measures to:

- (A) Reduce to a minimum, vibrations tending to damage any equipment, structure, building or portion of a building that is on the Premises or is a part thereof, or is located elsewhere on the Airport; and
- (B) Keep the sound level of its operations as reasonably low as possible.

7.04 **Garbage.** Sublessee shall remove from the Premises or otherwise dispose of in a manner approved by Sublessor all garbage, debris and other waste materials (whether solid or liquid) arising out of the use or occupancy of the Premises or out of any operations conducted thereon. Garbage, debris and other non-hazardous waste materials may be temporarily stored on the Premises in suitable garbage and waste receptacles. The placement of the receptacles shall be limited only to those areas as designated for such purpose by Sublessor. Sublessor reserves the right to limit the number of such receptacles. If there are any charges as a result of any excess waste or garbage generated by Sublessee, Sublessee shall pay such charges upon demand.

7.05 **Nuisance.** Sublessee shall not commit any nuisance, waste or injury on the Premises and shall not do, or permit to be done, anything which may result in the creation, commission or maintenance of such nuisance, waste or injury on the Premises.

7.06 **Odors/Dust.** Sublessee shall not create, nor permit to be caused or created upon the Premises, any obnoxious odors, smoke, noxious gases or vapors; provided, however, that fumes resulting from the normal operations of properly certified and maintained trucks and other vehicles shall be excepted from this provision. Sublessee shall ensure that emissions generated by any such trucks, and other vehicles shall comply with all provisions of applicable environmental emissions laws and regulations. Sublessee shall make no use of any portion of the Premises in a manner that causes or results in excessive dust, debris or waste to be blown about or raised so as to be potentially dangerous to the operation of aircraft.

7.07 **Utility Systems.** Sublessee shall not do, or permit to be done, anything that may interfere with the effectiveness or accessibility of the utilities systems installed or located on or about the Premises that are also used by other occupants, customers or users of the Airport.

7.08 **Overloading.** Sublessee shall not overload any floor or paved area on the Premises and shall repair at its sole cost and expense, any floor, including supporting members, and any paved area damaged by overloading.

7.09 **Hazardous Operations.**

- (A) Sublessee shall not do, or permit to be done, any act or thing upon the Premises that:
 - 1. Will invalidate or conflict with any insurance policies covering the Premises or the Airport; or
 - 2. May constitute a hazardous condition that would increase the risk normally attendant upon the operations permitted by this Lease.
- (B) Unless expressly authorized in Section 4.02, Sublessee shall not perform the following activities upon the Premises: fuel transfer, welding, torch cutting, torch soldering, doping or spray painting. Notwithstanding any provision of this Lease to the contrary, Sublessee shall not perform any activity upon the Premises that would result in a violation of applicable fire codes or NFPA Standards, including, without limitation NFPA 409.

7.10 **Flammable Liquids.** All flammable liquids that are kept or stored at the Premises must at all times be handled, stored and used in accordance with all applicable federal, state and local laws.

7.11 **Derelict Aircraft.** Sublessee shall not permit the temporary or permanent storage (without an open work order being actively pursued) of any Derelict Aircraft on the Premises. Derelict Aircraft shall be removed from the Airport within a period of fifteen (15) days after written notice from Sublessor. Notwithstanding the foregoing, Sublessor may request Sublessee to demonstrate that repairs to a Derelict Aircraft are actively being pursued. If Sublessee fails to provide Sublessor with satisfactory evidence that repairs are actively being pursued within three (3) Business Days of the date requested, then such Derelict Aircraft shall be removed from the Premises within fifteen (15) days from the date that Sublessor makes its request for proof that repairs are actively being pursued.

7.12 **Derelict Vehicles.** Sublessee shall not permit the temporary or permanent storage of any Derelict Vehicles on the Premises. Sublessee shall cause Derelict Vehicles to be removed from the Premises within twenty-four (24) hours after written notice from Sublessor.

7.13 **Parking.** Sublessee and its employees, patrons, invitees, licensees, suppliers of service or furnishers of material, or any other persons whomsoever shall only park vehicles within designated parking areas. Parking on any grassed areas of the Airport is prohibited.

7.14 **Animals.** No pets or other animals are permitted on the Premises or Airport, with the exception of service animals as defined by the Americans with Disabilities Act. Notwithstanding the foregoing, nothing herein shall prohibit any person, including Sublessee, from entering the Airport with an animal for transport by aircraft; provided that the animal is properly restrained or confined for air travel and under such person's custody and control at all times on the Airport.

7.15 **Painting of Aircraft.** Painting of aircraft is strictly prohibited.

7.16 **Hurricane Procedures/Act of God.** It is the express sole obligation and responsibility of Sublessee to provide for the safety, security and evacuation of any aircraft maintained at the Airport during any approaching storm, hurricane or other weather event. Sublessee shall comply with and abide by any procedures, rules, provisions or plan for storm or hurricane preparedness required by Sublessor, if any. Sublessee grants Sublessor the authority to move any aircraft maintained at the Airport as Sublessor deems necessary without liability to Sublessee as a result of such movement. Notwithstanding anything else in this Agreement to the contrary, Sublessor shall not be liable for any damages, including, without limitation, damages to any aircraft or other property maintained at the Airport, resulting from any storm, hurricane or other weather event.

ARTICLE 8 **MAINTENANCE AND REPAIR**

8.01 **Maintenance.** Sublessee shall, at its sole cost and expense, maintain the Premises, improvements, and appurtenances thereto, in a safe and presentable condition consistent with good business practice, industry standards and in accordance with all applicable laws, regulations and rules of any governmental entity; provided, however, Sublessor shall be responsible for repair and maintenance of the exterior and structural components of the Premises to the extent required by the Master Lease. Sublessee shall repair all damages to the Premises and improvements caused by its employees, patrons, invitees, licensees, suppliers of service or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of Sublessee's operations thereon or Sublessee's use of the Premises. Sublessee hereby agrees that it shall abide by the decision of Sublessor with respect to maintenance or repair of the Premises.

8.02 **Cleanliness of Premises.** Sublessee shall, at its sole cost and expense, keep the Premises neat and clean at all times and shall maintain and keep the through-way ramp area free of obstructions in order to permit unrestricted movement of aircraft and equipment. Sublessee shall keep the hangar floor clean and clear of debris, oil, grease and/or toxic chemicals. Sublessee shall not use any areas of the Airport in a manner that causes or results in dust, debris or waste of any kind to be blown about or raised so as to be ingested by aircraft or individuals, or otherwise interfere with or disturb the use or enjoyment by others of their premises or any non-leased areas of the Airport.

8.03 **Notice of Noncompliance.** Sublessor shall reasonably determine whether Sublessee is in compliance with the maintenance obligations as provided for herein and shall

provide Sublessee with written notice of any violations of Sublessee's maintenance obligations. Upon Sublessee's receipt of Sublessor's written notice of violation, Sublessee shall commence such corrective action as required by Sublessor or as may be necessary to remedy such non-compliance to the reasonable satisfaction of Sublessor. If corrective action is not initiated within a reasonable period of time (not to exceed ten (10) days) and pursued in a diligent manner to completion not to exceed thirty days from the date of notice of non-compliance, Sublessor may cause the same to be accomplished and Sublessee hereby expressly agrees that Sublessee shall assume and be liable to Sublessor for payment of all the cleaning and grounds maintenance costs, plus twenty-five percent (25%) for administrative overhead. Such cleaning and grounds maintenance costs, plus the administrative cost, shall be due and payable to Sublessor within ten (10) days of the date of Sublessor's written notice.

8.04 Inspections. Sublessee acknowledges and agrees that representatives of Sublessor and any Federal, State or local governmental entity having jurisdiction over Sublessee's operations or activities on the Premises shall have the right of access to the Premises at all reasonable times upon reasonable prior notice, except in the event of an emergency, for the purposes of inspection for compliance with the provisions of this Lease and applicable laws. Sublessee shall provide Sublessor with a key to the Premises so that Sublessor may have such access.

ARTICLE 9 **UTILITIES**

9.01 Utility Costs. Sublessee shall pay for all electric, garbage, water, sewer and other utilities charges for the Premises. If the Premises are equipped with a separate metering device, Sublessee shall maintain an account with the provider of such service measured by such meter and pay to such provider on a timely basis the cost for such service directly. If the Premises shares a metering device with other Sublessees, Sublessee shall pay its prorated share of such service, as determined by Sublessor on such basis as Sublessor shall consider equitable. Payment shall be due within ten (10) days after written notice from Sublessor setting forth Sublessee's prorated share of such service. Sublessee shall not install or use any special equipment, which uses extraordinary amounts of electricity without the prior written consent of Sublessor, which may be withheld in Sublessor's sole discretion, and the only electricity consumed on the Premises shall be for purposes compatible with the existing electrical services and wiring.

9.02 Interruption of Service. No failure, delay or interruption in supplying any utility services for any reason whatsoever (whether or not a separate charge is made therefore) shall be construed to be an eviction of Sublessee or grounds for any diminution or abatement of rental or shall be grounds for any claim by Sublessee under this Lease for damages, consequential or otherwise.

9.03 Industrial Waste. Sublessee shall provide, operate and maintain adequate facilities for separating, neutralizing and treating industrial waste and foreign materials generated within the Premises and the proper disposal thereof as required by all applicable Federal, State and local laws, regulation and rules, as now or hereafter amended.

ARTICLE 10 **AIRPORT SECURITY PROGRAM**

10.01 Compliance with Security Requirements. Sublessee acknowledges and accepts full responsibility for the security and protection of the Premises and any and all personal property, inventory, equipment and facilities now existing or hereafter placed on or installed in or upon the Premises, and for the prevention of unauthorized access to its facilities. Sublessee shall observe all security requirements and other requirements of the FAA, TSA, County, the Department and Sublessor applicable to Sublessee operations, as now or hereafter amended, to the extent applicable to Sublessee and Sublessee's activities hereunder. Sublessee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises and improvements constructed thereon, shall be the sole responsibility of Sublessee and shall involve no cost to County, the Department or Sublessor.

10.02 Criminal History Background Checks. Sublessee acknowledges that Sublessee and its employees, contractors and agents may be subject to federal and state criminal history record check requirements under federal, state and/or local laws, as may now exist or as may hereafter be enacted, including, but not limited to the Palm Beach County Criminal History Record Check Ordinance (Chapter 2, Article IX, Palm Beach County Code), which laws may require Sublessee to remove or restrict access of individuals who are not in compliance with the requirements of such laws. Sublessee agrees to comply with and to require its employees, contractors and agents to comply with all federal, state and local criminal history record check requirements, including, but not limited to, the Palm Beach County Criminal History Record Check Ordinance and any access restrictions imposed thereunder. Sublessee acknowledges and agrees that its employees, contractors and agents, who will have access to a "critical facility", as defined in the Palm Beach County Criminal History Record Check Ordinance, will be subject to a national and state fingerprint based criminal history records check. Sublessee shall be solely responsible for the financial, scheduling and staffing implications associated with complying with the Palm Beach County Criminal History Record Check Ordinance, including the cost of or any fees associated with the satisfaction of any criminal history record checks or other similar requirements.

10.03 Security Deficiency. Sublessee agrees to rectify any security deficiency or other deficiency as may be determined as such by the Department, County, FAA, TSA or Sublessor. In the event Sublessee fails to remedy any such deficiency, Sublessor may do so at the cost and expense of Sublessee. Sublessee acknowledges and agrees that Sublessor shall have the right to take whatever action is necessary to rectify any security deficiency or other deficiency as may be determined by the Department, County, FAA, TSA or Sublessor.

ARTICLE 11 **INSURANCE REQUIREMENTS**

Sublessee shall, at its sole expense, maintain in full force and effect at all times during the Term, the insurance limits, coverages and endorsements required set forth in Exhibit "B" attached hereto and incorporated herein. Sublessee shall submit to Sublessor certificates of insurance evidencing coverage required hereunder no later than the Commencement Date. Sublessee acknowledges and agrees that the requirements contained in Exhibit "B", and Sublessor's review or acceptance of insurance shall not in any manner limit or qualify the liabilities and obligations assumed by Sublessee under this Lease.

ARTICLE 12 **DAMAGE TO OR DESTRUCTION OF PREMISES**

12.01 Removal of Debris. If the Premises, or any portion thereof, is damaged by fire, the elements or other casualty, Sublessee shall promptly remove all debris resulting from such damage from the Premises and shall take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition within a commercially reasonable period of time and as are necessary for the safety of persons entering upon the Premises. If Sublessee fails to promptly comply with the provisions of this Section 12.01, Sublessor may take such measures as it deems necessary to render the Premises in a neat, orderly, and safe condition. Sublessee agrees that Sublessee shall fully assume and be liable to Sublessor for payment of any costs incurred by Sublessor, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to Sublessor within ten (10) days from the date of written notice provided by Sublessor.

12.02 Damage or Destruction. Sublessee hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of Sublessee or by or with the consent of any person acting for or on behalf of Sublessee. If the Premises, improvements, or any part thereof, are damaged in any way whatsoever by the act, default or negligence of Sublessee or its contractors, employees, officers, licensees, agents or invitees, Sublessee shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. Sublessee shall commence such restoration within thirty (30) days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by Sublessee in accordance with the construction requirements established by Sublessor. If Sublessee fails to restore the Premises as required above, Sublessor shall have the right to enter the Premises and perform the necessary restoration, and Sublessee hereby expressly agrees that it shall fully assume and be liable to

Sublessor for payment of the costs incurred by Sublessor, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) days from date of Sublessor's written notice.

12.03 Partial Destruction. If any of the improvements on the Premises are partially damaged or destroyed in part by fire or other casualty, Sublessor may terminate this Lease upon written notice to Sublessee within ninety (90) days after the date of any such damage or destruction or commence restoration of the Premises within a commercially reasonable period of time subject to the limitations set forth herein. In the event of restoration of the Premises by Sublessor pursuant to this paragraph, Sublessee's obligation to pay rental shall be abated proportionately on a square footage basis as to that portion of the Premises rendered unusable by reason of casualty commencing on the date of the casualty. Such abatement shall continue until thirty (30) days after notice by Sublessor to Sublessee that the Premises have been substantially repaired or restored. Notwithstanding any provision of this Lease to the contrary, Sublessor shall have no obligation under this Lease to restore the Premises nor shall Sublessee be entitled to abatement of rental in the event the casualty was the result of the act, default or negligence of Sublessee or its contractors, employees, officers, licensees, agents or invitees. In such event, Sublessee shall be obligated to restore the Premises in accordance with Section 12.02 above with no abatement in rental.

12.04 Total Casualty. In the event of a total casualty to the Premises, which renders the Premises unusable, as reasonably determined by Sublessor, either party shall have the right to terminate this Lease within ninety (90) days of the date of the casualty by delivering a written notice of termination to the other party in accordance with the notice provisions in this Lease; provided, however, Sublessee shall not have the right to terminate in the event the casualty was the result of the act, default or negligence of Sublessee or Sublessee's contractors, employees, officers, licensees, agents or invitees. In such event, Sublessee shall be obligated to restore the Premises in accordance with Section 12.02 above with no abatement in rental. In the event neither party terminates this Lease pursuant to this Section 12.04 and Sublessor elects to restore the Premises, Sublessee's obligation to pay rental shall be abated until thirty (30) days after notice by Sublessor to Sublessee that the Premises have been substantially repaired or restored.

12.05 Waiver. Sublessee hereby waives any claim against Sublessor for damages or compensation, including any damages or compensation with respect to the aircraft maintained at the Airport, in the event this Lease is terminated pursuant to Sections 12.03 or 12.04 above.

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

ARTICLE 13 **ENCUMBRANCES**

Sublessee shall not, in any manner, mortgage, pledge or otherwise encumber this Lease, the Premises or any improvements now existing or hereinafter erected or constructed upon the Premises. Sublessee shall cause to be removed any and all liens of any nature arising out of or resulting from the performance of any work or labor performed upon the Premises or the furnishing of any materials for use upon the Premises, by, on behalf of or at the direction of Sublessee, its employees, agents, contractors or subcontractors. This provision shall be construed to include a prohibition against any mortgage, pledge, or encumbrance by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE 14 **TITLE TO IMPROVEMENTS**

14.01 Title to Improvements. Sublessee acknowledges and agrees that all improvements located, constructed or placed upon the Premises as of the Effective Date are the absolute property of County. Notwithstanding any provision of this Lease to the contrary, upon expiration or earlier termination of this Lease, all improvements constructed or placed upon the Premises by Sublessee during the Term of this Lease shall become the absolute property of Sublessor, and Sublessor shall have every right, title, and interest therein, free and clear of any liens, mortgages, and other encumbrances. Upon the request of Sublessor, Sublessee shall provide Sublessor with a bill of sale or other evidence of the transfer of ownership of the improvements together with evidence satisfactory to Sublessor that the improvements are free from liens, mortgages and other encumbrances.

14.02 Removal of Improvements. Notwithstanding any provision of this Lease to the contrary, Sublessor shall be entitled, at its option, to have the Premises returned to Sublessor free and clear of some or all of the improvements constructed by Sublessee during the Term, at Sublessee's sole cost and expense. In such event, Sublessor shall provide timely notification to Sublessee of its election to require removal of improvements and, to the extent possible, Sublessor shall notify Sublessee at least sixty (60) days prior to the expiration or termination of this Lease. Sublessee shall have sixty (60) days from date of notice within which to remove the improvements. If Sublessee fails to remove the improvements, Sublessor may remove the improvements. Sublessee agrees that Sublessee shall fully assume and be liable to Sublessor for payment of all costs of removal of the improvements incurred by Sublessor, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable to Sublessor within thirty (30) days from the date of the written notice provided by the Sublessor.

14.03 Survival. The provisions of this Article 14 shall survive expiration or termination of this Lease

ARTICLE 15

EXPIRATION OF LEASE, DEFAULTS, REMEDIES AND TERMINATION

15.01 Expiration. This Lease shall expire in the manner provided in Article 3.

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

- (A) The vacating or abandonment of the Premises by Sublessee.
- (B) The failure by Sublessee to make payment of rent or any other payment required to be made by Sublessee hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice from Sublessor.
- (C) The failure by Sublessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Sublessee where such failure continues for a period of thirty (30) days after written notice thereof from Sublessor to Sublessee; provided, however, that if the nature of Sublessee's default is such that more than thirty (30) days are reasonably required for its cure, then Sublessee shall not be deemed to be in default if Sublessee commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion, provided that such period does not exceed sixty (60) days. Nothing contained in this paragraph shall be deemed to alter or affect the cure period for performance of any covenant, condition or provision for which a specific time period is provided elsewhere in this Lease and if such covenant, condition or provision is not cured within such specific time period then Sublessee shall be in default of this Lease without further notice or opportunity to cure.
- (D) To the extent permitted by law, (i) the making by Sublessee or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Sublessee of a petition to have Sublessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Sublessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Sublessee's assets located at the

Premises or of Sublessee's interest in this Lease, where possession is not restored to Sublessee within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Sublessee's assets located at the Premises or of Sublessee's interest in this Lease, where such attachment, execution or seizure is not discharged within thirty (30) days.

Notwithstanding any provision of this Lease, Sublessee acknowledges and agrees that Sublessor may require Sublessee to immediately cease any activity, which could result in an airport hazard or endanger safety of any other Airport user, as determined by Sublessor.

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

- (A) Declare the entire rent for the balance of the term or any part thereof due and payable forthwith, and bring an action for the recovery thereof.
- (B) Terminate Sublessee's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Sublessee, in which case the rent and other sums hereunder shall be accelerated and due in full, and Sublessee shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what Sublessor is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Sublessee. Upon such reletting, all rentals received by Sublessor shall be applied, first to the payment of any indebtedness, other than rent due hereunder from Sublessee; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by Sublessor due to Sublessee's default including, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, and reasonable real estate commissions paid by Sublessor relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to Sublessee.
- (C) Treat this Lease as terminated and re-enter and re-take possession of the Premises for the account of Sublessor, thereby terminating any further liability under this Lease on the part of Sublessee and Sublessor. Notwithstanding the foregoing, Sublessor shall have a cause of action to recover any rent remaining unpaid when Sublessor retakes possession of the Premises for the account of Sublessor.
- (D) Stand by and do nothing, holding Sublessee liable for the rent as it comes due.
- (E) Pursue any other remedy now or hereinafter available to Sublessor under the laws of the State of Florida, .

Notwithstanding anything in this Lease to the contrary, Sublessor shall have the right to bring an action for its damages upon the occurrence of a default by Sublessee and Sublessor reserves all rights which laws of the State of Florida confer upon a Sublessor against a Sublessee in default. Sublessee hereby waives any additional notice Sublessee may be entitled to pursuant to Florida law.

15.04 Termination.

- (A) **Termination by Sublessee.** Sublessee may terminate this Lease, if Sublessee is not in default of this Lease (including, but not limited to, its payments to Sublessor hereunder), as follows:
 - 1. By written notice to Sublessor, upon the issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Premises for the purposes permitted hereunder, which injunction remains in force for a period of at least ninety (90) days.

2. By written notice to Sublessor upon the default by Sublessor in the performance of any covenant or agreement herein required to be performed by Sublessor and the failure of Sublessor to remedy such default for a period of thirty (30) days after receipt from Sublessee of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if Sublessor shall have remedied the default prior to receipt of Sublessee's notice of cancellation; or in the event the same cannot be cured within such thirty (30) day period and Sublessor has commenced such cure and thereafter diligently pursues the same until completion.
3. By written notice to Sublessor, upon the lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of Sublessee, for a period of at least ninety (90) days.
4. By written notice to Sublessor upon the expiration of the current Term no less than sixty (60) days prior to the renewal thereof.

(B) **Termination by Sublessor.** In addition to Sublessor's right of termination under Section 15.03 of this Lease, Sublessor may terminate this Lease, if Sublessor is not in default of this Lease, as follows:

1. By written notice to Sublessee upon the issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Premises for the purposes permitted hereunder, which injunction remains in force for a period of at least ninety (90) days.
2. By written notice to Sublessee upon the lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of Sublessee, for a period of at least ninety (90) days.
3. At any time during the Term by sixty (60) days prior written notice to Sublessee.

15.05 Default by Sublessor. Sublessor shall not be in default unless Sublessor fails to perform obligations imposed upon Sublessor hereunder within a reasonable time, after written notice by Sublessee to Sublessor, Sublessee shall have, in the event of default by Sublessor, any remedy now or hereafter available to Sublessee under the laws of the State of Florida.

15.06 Surrender of Premises. Sublessee expressly agrees that it shall immediately surrender the Premises to Sublessor in good condition, upon expiration or termination of this Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. In the event Sublessee shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, Sublessee shall be liable to Sublessor for any and all damages, and in addition thereto, Sublessee shall also be strictly liable to pay to Sublessor during the entire time period of such holdover, double rental, as provided for in Section 83.06, Florida Statutes. Sublessee shall remove all of its personal property from the Premises prior to the expiration of this Lease. Any personal property of Sublessee not removed by Sublessee shall, at the option of Sublessor, become the property of Sublessor.

ARTICLE 16 **ASSIGNMENT, TRANSFER AND SUBLETTING**

16.01 Assignment by Sublessee. Sublessee shall not assign or sublease an interest in this Lease, or any part thereof, without the prior written consent of Sublessor and County, which consent may be granted or withheld at Sublessor's and/or County's sole and absolute discretion for any reason or no reason at all. Any attempted assignment or sublease without Sublessor's and County's approval shall be null and void. In the event Sublessor and County provide such

consent, Sublessee shall have the right only to the extent permitted by Sublessor's and County's consent to assign or sublease all or any portion of the Premises, provided that any such assignment or sublease shall be limited to only the same purposes as are permitted under this Lease. Sublessee is expressly prohibited from mortgaging or otherwise encumbering this Lease, or any part thereof. Any such mortgage or encumbrance shall be considered null and void and will be considered grounds for immediate termination of this Lease.

16.02 Assignment by Sublessor. Sublessor may freely assign this Lease at any time without the consent of Sublessee, and Sublessor shall be released from all liability and obligation arising under this Lease upon such assignment. In the event of an assignment by Sublessor, Sublessee agrees that it shall recognize Sublessor's assignee as its new Sublessor under this Lease upon the effective date of such assignment. Sublessee acknowledges and agrees that this Lease shall be subject and subordinate to any future agreement entered into between Sublessor and its assignee related to the Premises, and shall be given only such effect as will not conflict with nor be inconsistent with terms and conditions of such agreement. Sublessee acknowledges and agrees that Sublessor may transfer any security deposit held by Sublessor pursuant to Article 5 above to Sublessor's assignee.

ARTICLE 17 **INDEMNIFICATION**

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

ARTICLE 18 **SIGNS**

No signs, posters, or similar devices shall be erected, displayed, or maintained by Sublessee on the Premises, without the written consent of Sublessor. All signs not approved by Sublessor shall be immediately removed at the sole cost and expense of Sublessee upon written demand therefore by Sublessor.

ARTICLE 19 **LAWS, REGULATIONS AND PERMITS**

19.01 General. Sublessee agrees that throughout the Term and any extension thereof, Sublessee shall at all times be and shall remain in full and complete compliance with all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now or hereafter amended, including, without limitation, FAA

Advisory Circulars, Palm Beach County Airport Rules and Regulations (Appendix B, Palm Beach County Code) and Environmental Laws. For purposes of this Article 19, the term "Environmental Laws" means all applicable federal, state and local laws, rules, orders and regulations protecting human health, the environment and/or natural resources, as such laws, rules, orders and regulations are now or hereafter amended, including, without limitation, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act of 1980.

19.02 Permits and Licenses. Sublessee agrees that it shall, at its sole cost and expense, obtain, maintain current, and fully comply with, any and all permits, licenses and other governmental authorizations, as may be required by law, any federal, state or local governmental entity, or any court of law having jurisdiction over Sublessee or Sublessee's operations and activities, for any activity of Sublessee conducted on the Premises and/or Airport. Upon the written request of Sublessor, Sublessee shall provide Sublessor with certified copies of any and all permits and licenses.

19.03 Air and Safety Regulation. Sublessee shall conduct its operations and activities under this Lease in a safe manner, shall comply with all safety regulations of Sublessor, and with safety standards imposed by applicable federal, state and local laws and regulations, and shall require the observance thereof by all employees, contractors, business invitees and all other persons transacting business with or for Sublessee resulting from, or in any way related to, the conduct of Sublessee's business on the Premises. Sublessee shall procure and maintain such fire prevention and extinguishing devices as required by Sublessor and by law, and shall at all times be familiar and comply with the fire regulations and orders of Sublessor and the fire control agency with jurisdiction at the Airport. Sublessee agrees that neither Sublessee nor any employee or contractor or any person working for or on behalf of Sublessee shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as now or hereafter amended, as well as all state and local laws, regulations, and orders relative to occupational safety and health.

19.04 Assumption of Liability. Sublessee shall be strictly liable for and hereby expressly assumes all responsibility for the cost of all citations, fines, penalties, environmental controls, monitoring, clean up, disposal, restoration and corrective measures resulting from or in any way connected to the handling, storage and/or disposal by Sublessee or its employees, invitees, licensees, suppliers of service or materials or contractors of any pollutants or hazardous materials regulated by Environmental Laws. Sublessee's obligations under this paragraph shall survive the expiration or termination of this Lease.

19.05 Environmental Indemnification. Sublessee hereby expressly agrees to indemnify and hold Sublessor harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including, without limitation, reasonable expenses and attorneys fees, arising from or resulting out of, or in any way caused by, Sublessee's failure to comply with any and all Environmental Laws. Sublessee understands that this indemnification is in addition to and is a supplement of Sublessee's indemnification agreement set forth in Article 17 of this Lease and that Sublessee fully understands the broad extent of this indemnification and hereby expressly acknowledges that it has received full and adequate consideration from Sublessor to legally support this indemnification agreement. Sublessee's obligations under this paragraph shall survive expiration or termination of this Lease.

ARTICLE 20 **AMERICANS WITH DISABILITIES ACT**

Sublessee shall comply with the applicable requirements of the Americans with Disabilities Act and the State of Florida Accessibility Requirements Manual, and any similar or successor laws, ordinances, rules, and regulations, including cooperation with Sublessor, concerning the same subject matter.

ARTICLE 21 **DISCLAIMER OF LIABILITY**

SUBLESSOR DISCLAIMS, AND SUBLESSEE RELEASES SUBLESSOR, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT

LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY SUBLESSEE, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF, INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF SUBLESSEE OR SUBLESSEE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO ANY AIRCRAFT MAINTAINED IN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED SOLELY BY SUBLESSOR'S GROSS NEGLIGENCE OR IS CAUSED BY SUBLESSOR'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL SUBLESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE. SUBLESSEE RELEASES SUBLESSOR FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY SUBLESSOR RELATING TO THIS LEASE. FURTHERMORE, SUBLESSEE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY SUBLESSOR OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY SUBLESSEE TO INDEMNIFY SUBLESSOR FOR SUBLESSOR'S GROSSLY NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

ARTICLE 22 GOVERNMENTAL RESTRICTIONS

22.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section 22.01 shall not act or be construed as a waiver of any rights Sublessee may have against the United States as a result of such taking.

22.02 County Tax Assessment Right. None of the terms, covenants and conditions of this Lease shall in any way be construed as a release or waiver on the part of County, as a political subdivision of the State of Florida, or any of the public officials of County of Palm Beach, of the right to assess, levy, and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises or the business or property of Sublessee.

22.03 Height Restriction. Sublessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

22.04 Right of Flight. Sublessee acknowledges that in the Master Lease, County reserved unto itself, its permitted successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of, or flight in, said airspace for landing on, taking off from, or operating on the Airport.

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

22.06 Release. Sublessee acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases County from any and all liability relating to the same.

22.07 Exclusive Rights. Notwithstanding any provision of this Lease to the contrary, Sublessee understands and agrees that the rights granted under this Lease are nonexclusive, and that Sublessor may grant similar privileges to another lessee or other lessees on other parts of the Airport.

22.08 Hazardous Wildlife Attractants. Sublessee shall be prohibited from using the Premises in a manner which attracts, or has the potential to attract, hazardous wildlife to or in the vicinity of the Airport. Sublessee acknowledges that water detention and retention areas are considered wildlife attractants and shall request the approval of the Department prior to constructing a water detention or retention area within the Premises. If approved by the Department, water detention or retention areas shall be in compliance with the siting, design and construction requirements of the Department. Sublessee further agrees to comply with the provisions of Federal Aviation Administration Advisory Circular No. 150/5200-33, as now or hereafter amended, as such circular is interpreted by Sublessor.

ARTICLE 23 **NON-DISCRIMINATION**

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

ARTICLE 24 **SUBLESSOR NOT LIABLE**

Sublessor shall not be responsible or liable to Sublessee for any claims for compensation or any losses, damages or injury whatsoever sustained by Sublessee resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of Sublessor. All personal property placed on or moved on to the Premises shall be at the sole risk of Sublessee. Sublessor shall not be liable for any damage or loss of any personal property placed or moved on to the Premises.

ARTICLE 25 **AUTHORIZED USES ONLY**

Notwithstanding anything to the contrary herein, Sublessee shall not use or permit the use of the Premises or the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Premises or the Airport for Sublessor or Sublessee.

ARTICLE 26 **MISCELLANEOUS**

26.01 Waiver. The failure of either party to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or

remedies that either party may have for any subsequent breach, default, or non-performance, and neither parties' right to insist on strict performance of this Lease shall be affected by any previous waiver or course of dealing.

26.02 Subordination.

- (A) **Subordination to Bond Resolution.** This Lease and all rights granted to Sublessee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and Sublessor and Sublessee agree that, to the extent permitted by authorizing legislation, the holders of the bonds or their designated representatives shall exercise any and all right of Sublessor hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Sublessee and Sublessor with the terms and provisions of this Lease and Bond Resolution.
- (B) **Subordination to Federal/State Agreements.** This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the Airport, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Sublessee understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States or State of Florida, or any of their agencies, relative to the operation and maintenance of the Airport.
- (C) **Subordination to Master Lease.** Sublessee acknowledges and agrees that this Lease shall be subject and subordinate to all the terms and conditions of the Master Lease, as now or hereafter amended. In the event of a conflict between this Lease and the Master Lease, the terms of the Master Lease shall control.
- (D) **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. Sublessee shall, upon request of Sublessor, execute within five (5) business days, any subordination documents which Sublessor or any mortgagee of the Premises may reasonably request, but no such documents shall be required to effectuate said subordination.

26.03 Easement. Nothing in this Lease shall impair any existing utility easements, nor impair the right of access to any existing utility lines. Sublessor reserves the right to grant utility easements, licenses and rights-of way to others over, under, through, across or on the Premises; provided, however, that such grant is not materially detrimental to the proper conduct of Sublessee's operations.

26.04 Independent Contractor. Sublessee or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Sublessor shall in no way be responsible therefor.

26.05 Rights Reserved to the Sublessor. All rights not specifically granted Sublessee by this Lease are reserved to Sublessor.

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

26.07 Governing Law. This Lease shall be governed by and in accordance with the laws of the State of Florida.

26.08 Venue. Venue in any action, suit or proceeding in connection with this Lease shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

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

Sublessor:

Galaxy Aviation of Lantana, Inc.
Attn: Jonathan Miller, President
2633 Lantana Road
Lake Worth, Florida 33462

Sublessee:

Unlimited Aircraft Restoration, Inc.
c/o Mr. Eric Frier
2633 Lantana Road, Unit #311
Lantana, Florida 33462
Email: flyhighfrier@yahoo.com
Telephone: (561) 767-0726

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

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

26.12 No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida, without the prior written consent of the Department.

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

26.14 Performance. The parties expressly agree that time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

26.15 Non-Exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

26.16 Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

26.17 No Broker. Sublessee represents and warrants that Sublessee has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless Sublessor from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Sublessee. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees plus cost at trial and all appellate levels, expended or incurred in the defense of any such claim or demand. The obligations set forth in this paragraph shall survive the termination of this Lease.

26.18 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Sublessee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes.

26.19 Approvals. In the event this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of Sublessor, rather than any implied standard of good faith, fairness or reasonableness. If Sublessee requests Sublessor's consent or approval pursuant to any provision of this Lease and Sublessor fails or refuses to give such consent, Sublessee shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

26.20 Entirety of Agreement. The parties agree that this Lease sets forth the entire agreement between the parties prospectively, and there are no promises or understandings other than those stated herein. Sublessee's sublease with Sublessor dated April 4, 2014 for Hangar #309 shall be deemed terminated effective immediately upon execution of this Lease, except that all obligations which by their terms survive expiration or termination of the prior sublease shall continue to survive. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

26.21 No Third Party Beneficiaries. Except for the rights expressly granted to County herein, no provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any employees of Sublessee.

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

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

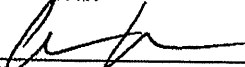
26.24 Survival. Notwithstanding any early termination of this Lease, Sublessee shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Sublessee hereunder arising prior to the date of such termination.

26.25 Fueling Operations. Tenant shall purchase its aviation fuel for its aircraft that is stored at the Airport from Landlord and from no other source while operating at the Airport.

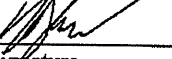
(Remainder of page left blank intentionally.)

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

Witnesses:


Signature

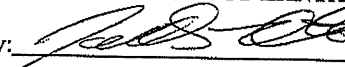
Aaron Klein
Print Name


Signature

Humberto Gonzalez
Print Name

Sublessor:

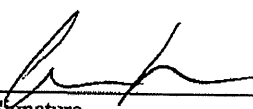
GALAXY AVIATION OF LANTANA, INC.

By: 

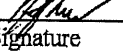
Name: Jonathan Miller

Title: President

Witnesses:


Signature

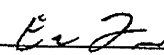
Aaron Klein
Print Name


Signature

Humberto Gonzalez
Print Name

Sublessee:

UNLIMITED AIRCRAFT
RESTORATION, INC.

By: 

Name: ERIC FRIED

Title: OWNER

EXHIBIT "A"
PREMISES

EXHIBIT "B"
INSURANCE

- A. **Commercial General Liability/Airport Liability.** Sublessee shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than \$1,000,000 each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. This coverage shall be provided on a primary basis.
- B. **Hangarkeeper's Legal Liability.** In the event that Sublessee stores any aircraft within the improvements constructed in the Premises, Sublessee shall maintain Hangarkeeper's Legal Liability Insurance providing coverage for property damage to aircraft that are the property of others while in the care, custody, or control of the Sublessee (when such aircraft are not in flight), in an amount not less than \$1,000,000.
- C. **Aircraft Liability.** Sublessee shall provide, or cause to be provided, in addition to any other liability insurance policy required herein, a separate Aircraft Liability Insurance policy with respect to all aircraft used in such operations for bodily injury (including death) and property damage liability in a Combined Single Limit Amount of not less than \$1,000,000 per occurrence.
- D. **Business Auto Liability.** Sublessee shall maintain Business Automobile Liability Insurance with limits of liability not less than \$1,000,000 each occurrence for owned, non-owned and hired automobiles. In the event Sublessee has no owned automobiles, Sublessee shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be satisfied by way of endorsement to the Commercial General Liability/Airport Liability policy, or a separate Business Auto Liability policy. This coverage shall be provided on a primary basis.
- E. **Worker's Compensation & Employers Liability.** Sublessee shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and Federal law. This coverage shall be provided on a primary basis.
- F. **Pollution Legal Liability.** Sublessee shall maintain Pollution Liability, or similar Environmental Impairment Liability, at a minimum limit not less than \$500,000 per occurrence/\$1,000,000 annual aggregate providing coverage for damages including, but not limited to, third party liability, clean up, corrective action including assessment, remediation and defense costs. The Pollution Liability policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida and its respective Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, as to County and its Officers, Employees and Agents"; and "Galaxy Aviation of Lantana, Inc. 2633 Lantana Road, Lake Worth, Florida 33462 as to Sublessor and its Officers, Employees and Agents" or as otherwise acceptable to or required by Sublessor and County's Risk Management Department.
- G. **Umbrella or Excess Liability.** If necessary, Sublessee may satisfy the minimum limits required above for Commercial General Liability/Airport Liability and/or Business Auto Liability and/or Aircraft Liability coverage under Umbrella or Excess Liability Insurance. The Umbrella or Excess Liability policy shall have an aggregate limit not less than the highest "each occurrence" limit for the Commercial General Liability/Airport Liability, Business Auto Liability or Aircraft Liability policy. County and Sublessor shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.
- H. **Additional Insured Endorsement.** Sublessee shall endorse County and Sublessor as an Additional Insured on each liability insurance policy required to be maintained by Sublessee, except for Worker's Compensation and Business Auto Liability policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a

standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida and its respective Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, as to County and its Officers, Employees and Agents"; and "Galaxy Aviation of Lantana, Inc. 2633 Lantana Road, Lake Worth, Florida 33462 as to Sublessor and its Officers, Employees and Agents" or as otherwise acceptable to or required by Sublessor and County's Risk Management Department.

I. Certificates of Insurance. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term or any extension thereof, Sublessee shall provide Sublessor and County a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address, as to County, shall read "Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406," or as otherwise acceptable to or required by County's Risk Management Department. The certificate holder's name and address, as to Sublessor, shall read "Galaxy Aviation of Lantana, Inc. 2633 Lantana Road, Lake Worth, Florida 33462", or as otherwise acceptable to or required by Sublessor.

J. Waiver of Subrogation. By entering into this Lease, Sublessee agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Sublessee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The requirements of this paragraph shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage if Sublessee enters into such an agreement on a pre-loss basis.

K. Deductibles, Coinsurance, & Self-Insured Retention. Sublessee shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

L. Right to Review or Adjust Insurance. Sublessor or the County's Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Exhibit from time to time throughout the Term and any extension thereof. Sublessor or County may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, Sublessor or County shall provide Sublessee a written notice of rejection, and Sublessee shall comply within thirty (30) days of receipt of the notice.

M. No Representation of Coverage Adequacy. Sublessee acknowledges the limits, coverages and endorsements required by this Exhibit are intended to minimize liability for Sublessor and County. Sublessee agrees that it will not rely upon the requirements of this Exhibit when assessing the extent or determining appropriate types or limits of insurance coverage to protect Sublessee against any loss exposures, whether as a result of this Lease or otherwise.