

RAMP SUBLEASE AGREEMENT

THIS RAMP SUBLEASE AGREEMENT (this "**Sublease**") is entered into by and between MDJ AVIATION, LLC, a Texas limited liability company ("**Sublessor**") and UNIFLIGHT, LLC, a Delaware limited liability company ("**Sublessee**"), effective as of December 15, 2015 (the "**Effective Date**").

WITNESSETH:

WHEREAS, Frank E. Everett, d.b.a Everett Properties ("**Everett**"), as tenant, and the City of Grand Prairie ("**Landlord**"), as landlord, entered into that certain Grand Prairie Municipal Airport Commercial Lease Agreement (the "**Lease**") with a term commencing on June 16, 2010, covering certain premises (the "**Subleased Premises**") as more particularly described therein, a copy of which Lease is attached hereto as Exhibit A, the terms of which, including all defined terms, being incorporated herein by reference for all purposes;

WHEREAS, Sublessor, as the successor in interest by various assignments to Everett, is the current tenant under the Lease;

WHEREAS, Sublessor and Sublessee have entered into that certain Commercial Lease Agreement (the "**Uniflight Lease**") for certain premises commonly known as 2617 and 2621 Aviation Parkway, Grand Prairie, Texas, which lease has a scheduled expiration date of December 13, 2025; and

WHEREAS, Sublessee is desirous of subleasing the Subleased Premises from Sublessor;

NOW, THEREFORE, for and in consideration of the payment of the Sublease Rental (as hereinafter defined), and the performance of the covenants and agreements hereinafter as set forth, Sublessee and Sublessor hereby agree as follows:

1. **Defined Terms.** Capitalized terms used in this Sublease but not defined herein will have the meanings given to such terms in the Lease.

2. **Demise of the Subleased Premises.** Sublessor hereby leases, lets and demises to Sublessee, and Sublessee hereby hires, leases and takes from Sublessor, the Subleased Premises upon the terms and conditions herein set forth. Sublessee hereby accepts the Subleased Premises in its "**AS-IS**" condition, and Sublessor shall have no obligation to perform any work thereon or to provide Sublessee with any leasehold improvements, allowances or other tenant inducements in connection therewith.

3. **Sublease Term.** The term (the "**Sublease Term**") of this Sublease will be for a period of ten (10) years, and seventeen (17) days, commencing on December 15, 2015 (the "**Commencement Date**") and ending on December 31, 2025, unless sooner terminated pursuant to any provision of this Sublease; provided, however, this Sublease will terminate earlier in the event of a surrender, forfeiture, or other termination for any reason whatsoever of the Lease.

4. **Sublease Rental.**

(a) During the Sublease Term, Sublessee shall pay to Sublessor as basic rent (the "**Sublease Basic Rental**") for the Subleased Premises monthly installments equal to the amount of the monthly installments payable by Sublessor to Landlord pursuant to the Lease, payable in advance, beginning on the Commencement Date and continuing thereafter on the first day of each calendar month during the Sublease Term. The initial

amount of the monthly installments of Sublease Basic Rental is \$269.09 and is subject to potential annual adjustments pursuant to Section 2 of the Lease.

(b) All amounts payable by Sublessee to Sublessor pursuant to this Sublease (collectively, "**Sublease Rental**") shall be paid in lawful money of the United States of America either to Sublessor at the address for payment of rent set forth in the Uniflight Lease or to such other person or entity and/or at such other place as Sublessor may from time to time designate in writing. Sublessor hereby directs Sublessee to initially pay all installments of Sublease Basic Rental directly to Landlord by sending them to the attention of the Revenue Management Division of Landlord. References in this Sublease to payments being made, or to be made, to Sublessor will be deemed to include payments being made to persons or entities other than Sublessor in accordance with this subsection.

(c) Any amount due and payable by Sublessee under this Sublease (whether Sublease Basic Rental or any other amount constituting Sublease Rental) which is not paid when due shall bear interest from the date due until the date paid at the Default Interest Rate (as defined below), but the payment of such interest shall not excuse or cure any default by Sublessee under this Sublease. The failure to charge or collect such interest in connection with any one or more such late payments shall not constitute a waiver of Sublessor's right to charge and collect such interest in connection with any other late payments. Additionally, if Sublessee fails to make any payment due and payable by Sublessee pursuant to this Sublease on or before the date such payment is due, then Sublessee shall, if so directed in writing by Sublessor, make all subsequent payments to Sublessor under this Sublease by cashier's check or other form of immediately available funds as Sublessor may elect. If Sublessee fails to pay any amount of Sublease Rental as and when due pursuant to this Sublease, then, to help defray the additional cost to Sublessor for processing such late payment, Sublessee shall pay to Sublessor on demand a late charge in an amount equal to ten percent (10%) of such delinquent payment. The provision of such late charge will be in addition to all of Sublessor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Sublessor's remedies in any manner. In no event, however, shall the charges permitted in this subsection or elsewhere in this Sublease, to the extent the same are considered to be interest under applicable law, exceed the maximum lawful rate of interest. As used in this Sublease, the term "**Default Interest Rate**" will mean an annual rate of interest equal to the lesser of (i) the highest rate allowed by applicable law, or (ii) five percent (5%) above the rate publicly announced by a national bank selected by Sublessor as its prime rate from time to time during such period.

5. Primary Lease.

(a) The terms and conditions of the Lease are incorporated into this Sublease by referenced for all purposes. Sublessee, by Sublessee's execution of this Sublease, acknowledges and agrees that (i) Sublessor has furnished Sublessee with a copy of the Lease (including, without limitation but only as applicable, all amendments and/or supplements thereto), and (ii) Sublessee has examined the Lease and is familiar with its terms as reflected on such copy. Sublessee hereby expressly assumes and agrees to perform all of the covenants, duties, and obligations of the tenant under the Lease (other than the payment of rent due and payable for the Subleased Premises by Sublessor under the Lease). Notwithstanding anything to the contrary in this Sublease, no covenants, representations or other undertakings of Landlord under the Lease shall be deemed to be made by, or otherwise constitute obligations of Sublessor under this Sublease. If Landlord is obligated to provide certain rights or privileges to Sublessor pursuant to Section 4 of the Lease and Landlord fails to do so, Sublessor will use reasonable efforts to enforce this section of the Lease and Sublessee agrees to reasonably cooperate with Sublessor in connection therewith.

(b) Sublease with respect to itself and its transferees and Sublessee's and such transferees' agents, officers, employees, servants and invitees, expressly assumes all risks and damage to persons and property, either proximate or remote, by the reason of the present or future condition of the Subleased Premises. All indemnification, hold harmless and release provisions set forth in the Lease running to the benefit of Landlord

are incorporated into this Sublease by reference for the benefit of Sublessor as if Sublessor was the "Landlord" and Sublessee was the "Tenant" under the Lease.

6. **Use of the Subleased Premises.** The Subleased Premises shall be used by Sublessee solely for the purposes permitted by Section 11 of the Lease, and Sublessee shall not use or permit the Subleased Premises to be used for any other use or purpose whatsoever including, without limitation, all uses expressly prohibited by the Lease.

7. **Negative Covenants of Sublessee.** Sublessee covenants and agrees that it will not do or permit to be done anything at or about the Subleased Premises that might (i) cause Sublessor to be in default of any of its obligations under the Lease, (ii) cause the Lease to be cancelled, terminated or forfeited, or (iii) otherwise cause Sublessor to incur any costs or expenses in connection therewith.

8. **Assignment and Subletting.** Sublessee shall not (1) assign, transfer, mortgage, pledge, hypothecate or encumber this Sublease or any interest herein, (2) sublease all or any part of the Subleased Premises, or (3) otherwise permit the use or occupancy of all or any part of the Subleased Premises for any purpose not permitted by this Sublease or by anyone other than Sublessee, without in each instance first obtaining the prior written consent of Sublessor and Landlord thereto, which consent of Sublessor will not be unreasonably withheld or delayed (if Sublessor consents to an assignment of the Uniflight Lease, then Sublessor will be conclusively deemed to have consented in writing to an assignment of this Sublease to the applicable assignee). Sublessee shall reimburse Sublessor for all costs and expenses incurred by Sublessor in connection with any attempted assignment of this Sublease by Sublessee or subletting of all or any portion of the Subleased Premises, which reimbursement shall occur within ten (10) days after Sublessee's receipt of an invoice or invoices therefor. This Sublease and Sublessor's rights hereunder may be assigned, in whole or in part, by Sublessor.

9. **Notices.** Any notice or document required to be delivered hereunder shall be in writing, and shall be deemed to be delivered on receipt, if hand delivered by courier service, or (whether actually received or not) upon the date which is two (2) business days following the deposit of such document in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the address for notices set forth in the Uniflight Lease, or at such other address as any party may hereafter specify by written notice to the other. Notwithstanding anything to the contrary herein, payments of Sublease Rental shall be deemed given when actually received by Sublessor.

10. **Default.** The happening of any one or more of the following events will constitute an event of default (each an "Event of Default") by Sublessee under this Sublease:

- 10.1 Sublessee shall fail to pay when due any Sublease Rental and such failure shall continue for a period of five (5) business days after Sublessee receives written notice specifying that the applicable payment was not made when such payment was due.
- 10.2 Sublessee shall fail to comply with any term, provision or covenant of this Sublease, other than the payment of Sublease Rental, or any term, provision, or covenant of any other agreement between Sublessor and Sublessee, and such failure continues for twenty (20) days after written notice to Sublessee (unless the default involves a hazardous or otherwise dangerous condition, in which case the same shall be immediately cured), provided that if such failure is curable but cannot by its nature be cured within such twenty (20) day period, Sublessee will not be in default hereunder so long as Sublessee commences curative action within such twenty (20) day period and diligently and continuously pursues the curative action so as to fully and completely cure the failure within thirty (30) days after such written notice of default, but in any event prior to the time such failure would result in a violation of applicable law or a default by Sublessor under the Lease and/or Landlord under any law or agreement affecting Landlord.

- 10.3 Notwithstanding the foregoing, Sublessee shall do, or fail to do, anything which results in the occurrence of a default by Sublessor under the Lease.

11. **Remedies.** If an Event of Default occurs and is then continuing, Sublessor shall have the right, in its sole election, to pursue any one or more of the following remedies in addition to all other rights or remedies provided herein or at law or in equity.

- 11.1 Terminate this Sublease, in which event Sublessee shall immediately surrender the Subleased Premises to Sublessor in accordance with the provisions of Section 12 below applicable thereto, but if Sublessee shall fail to do so, Sublessor may without demand or notice of any kind to Sublessee and without prejudice to any other remedy Sublessor may have, enter upon and take custodial possession of all or any portion of the Subleased Premises without being deemed guilty of trespass or becoming liable for prosecution or any claim for damages therefor and without causing a termination or forfeiture of this Sublease or Sublessee's obligation to pay Sublease Rental.
- 11.2 In the event of a termination of this Sublease by Sublessor following the occurrence and during the continuance of an Event of Default, Sublessor shall be entitled to recover forthwith as damages a sum of money equal to the total (A) the cost of recovering the Subleased Premises, (B) the unpaid Sublease Rental earned at the time of termination, plus interest thereon at the Default Interest Rate from the due date, (C) the difference between (i) an amount equal to the present value of the Sublease Rental that this Sublease provides Sublessee will pay for the remainder of the Sublease Term, and (ii) the present value of the future rentals (net of leasing commissions, costs to refurbish the Subleased Premises, and any other costs Sublessor would anticipate incurring in connection with a re-subletting of the Sublease Premises), if any, for such period that will be, or with reasonable efforts could be, collected by Sublessor by re-subletting all or any portion of the Subleased Premises for the remainder of the Sublease Term, and (D) any other sum of money owed by Sublessee to Sublessor.
- 11.3 Sublessor may terminate Sublessee's right of possession (but not this Sublease) and may repossess the Subleased Premises by forcible detainer or forcible entry and detainer suit or otherwise, without demand or notice of any kind to Sublessee and without terminating this Sublease. If Sublessee receives written notice of a termination of its right to possession, such notice will serve as both a notice to vacate, and a demand for possession of, the Subleased Premises, and Sublessor may immediately thereafter initiate a forcible detain action without any further demand or notice of any kind to Sublessee. Sublessor may, but shall be under no obligation to do so except as otherwise provided by applicable state law, re-sublet all or any portion of the Subleased Premises for the account of Sublessee for such rent and upon such terms as shall be satisfactory to Sublessor, and Sublessee hereby appoints Sublessor as its attorney-in-fact for the sole purpose of such re-subletting. Notwithstanding any such re-subletting without termination, Sublessor may at any time thereafter elect to terminate this Sublease for such previous breach.
- 11.4 If, after the occurrence and during the continuance of an Event of Default, Sublessor either (1) terminates this Sublease, or (2) repossesses the Subleased Premises without electing to terminate this Sublease, then Sublessor will be entitled to recover, not as rent or a penalty but as compensation for Sublessor's loss of the benefit of its bargain with Sublessee, the difference between (i) an amount equal to the present value of the Sublease Rental that this Sublease provides Sublessee will pay the remainder of the Sublease Term, and (ii) the present value of the future rentals (net of leasing commissions

and other costs of re-subletting and refurbishing) for such period that will be, or with reasonable efforts could be, collected by Sublessor in connection with a re-subletting of all or any portion of the Subleased Premises.

Pursuit of any of the foregoing remedies shall not constitute an election to pursue that remedy only, nor preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor constitute a forfeiture or waiver of Sublease Rental or any other amount due to Sublessor. The exercise, or beginning of the exercise, by Sublessor of any one or more of the rights or remedies provided for in this Sublease or existing at law or in equity, or otherwise, shall not preclude the simultaneous or later exercise by Sublessor of any or all other rights or remedies so provided for or so existing. The waiver by Sublessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same, or any other term, covenant or condition herein contained. The acceptance of Sublease Rental or any other amount due hereunder shall not be construed to be a waiver of any breach by Sublessee of any term, covenant or condition of this Sublease, it is understood and agreed that the remedies herein given to Sublessor will be cumulative, and the exercise of any one remedy by Sublessor will not be to the exclusion of any other remedy. In the event that any future amount owing to Sublessor or offsetting an amount owing to Sublessor is to be discounted to present value under this Sublease, the present value will be determined by discounting at a per annum rate equal to the lesser (i) eight percent (8%), or (ii) the rate publicly announced by a national bank selected by Sublessor as its prime or base rate as of the date of such net present value determination. The obligations of Sublessee under this Section shall survive the expiration or any earlier termination of this Sublease.

If Sublessor defaults in the performance of any covenant required to be performed by Sublessor under this Sublease or the Lease, Sublessee may serve upon Sublessor a written notice specifying the default. If Sublessor does not remedy the default within thirty (30) days following receipt thereof or, in the case of a default which takes more than thirty (30) days to cure, if Sublessor has not commenced to remedy the same within thirty (30) days following receipt thereof, Sublessee may, after expiration of the notice period specified in Section 17.8 of the Uniflight Lease, terminate this Sublease and the Uniflight Lease, with unearned rent being prorated to the date of termination or pursue any other remedy available at law or in equity.

12. Surrender; Holding Over.

(a) Upon the expiration or earlier termination of this Sublease, Sublessee will deliver to Sublessor Sublessee's "forwarding address" and exclusive possession of the Subleased Premises to Sublessor in the condition required by the Lease upon the expiration or any earlier termination thereof, with all of Sublessee's personal property (and those items, if any, of Improvements [as defined in Section 19 below] identified by Sublessor and/or Landlord pursuant to Section 19) removed from the Subleased Premises. If Sublessee continues to occupy the Subleased Premises after the expiration or earlier termination of this Sublease, then, without waiver of any right available to Sublessor as a result of Sublessee's failure to timely surrender possession of the Subleased Premises to Sublessor, Sublessee shall become a subtenant at sufferance only, upon the terms and conditions set forth in this Sublease so far as applicable, but at a monthly base rent equal to 150% of the amount of the monthly installments of Sublease Basic Rental due for the last full month immediately preceding such holding over. If, for any reason, Sublessee fails to surrender the Subleased Premises on the expiration or earlier termination of this Sublease, with such removal and repair obligations completed, then, in addition to Sublessor's rights and remedies pursuant to other provisions of this Sublease, Sublessee shall indemnify, protect, defend and hold Sublessor and all other Sublessor Indemnitees (as defined in Section 13 below) harmless from and against any and all Claims (as defined in Section 13) resulting from such failure to surrender.

(b) References in Section 12(a) above as well as Section 11 above and Section 19 below to a "termination" of this Sublease shall also include (i) a termination of Sublessee's right to possession of the Subleased Premises, and (ii) a rejection of this Sublease in the course of a bankruptcy proceeding.

13. **Indemnification.** Sublessee, as a material part of the consideration to be rendered to Sublessor under this Sublease and to the extent permitted by law, hereby waives all Claims, **INCLUDING ANY CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUBLESSOR OR ANY SUBLESSOR INDEMNITEES (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUBLESSOR OR ANY SUBLESSOR INDEMNITEES)**, Sublessee or Sublessee's successors or permitted assigns may have Sublessor and Sublessor's partners and members and their respective partners, members, managers, officers, directors, employees, agents, affiliates and lenders (collectively, "**Sublessor Indemnitees**") for loss, theft or damage to property and for injuries to persons, including death, upon or about the Subleased Premises from any cause whatsoever. Sublessee will protect, defend, indemnify and hold Sublessor and all other Sublessor Indemnitees exempt and harmless from and against all claims, demands, actions, damages, loss, liabilities, judgments, costs and expenses (individually a "**Claim**" and collectively "**Claims**") arising or resulting from (i) any injury to, or death of, any person, or any loss of, or damage to, any property in or on the Subleased Premises, or connected with the use, condition or occupancy thereof, (ii) any act, omission or negligence of Sublessee or Sublessee's agents, servants, officers, directors, employees, contractors or invitees, (iii) the use of the Subleased Premises and conduct of Sublessee's business by Sublessee, or any other activity, work or thing done, permitted or suffered by Sublessee at the Subleased Premises, and (iv) the exercise of any of the rights granted to Sublessee in this Sublease or any amendments thereto, **SPECIFICALLY INCLUDING ANY SUCH CLAIMS ARISING FROM THE NEGLIGENCE OF SUBLESSOR OR ANY OTHER SUBLESSOR INDEMNITEES**, but excluding any such Claims caused by or resulting from the gross negligence or willful misconduct of Sublessor or any other Sublessor Indemnitees.

14. **Insurance Obligations.** Sublessee will obtain and maintain during the Sublease Term the same types and amounts of insurance that Sublessor is obligated to obtain and maintain pursuant to the Lease, and Sublessee will provide Sublessor and Landlord with evidence of the same promptly after Sublessee's execution of this Sublease and thereafter not less than twenty (20) days prior to the expiration of the applicable insurance policy. Additionally, Sublessee shall comply with all of the insurance obligations under the Lease as if Sublessor was the landlord thereunder and Sublessee was the tenant thereunder.

15. **Collection of Sublease Rental.** Sublessor and Sublessee acknowledge and agree that Landlord, to the extent permitted under the Lease and after providing Sublessor and Sublessee of written notice of its election to collect the Sublease Rental, may collect Sublease Rental directly from Sublessee, and this will in no way release Sublessor or Sublessee of their obligations under the Lease or this Sublease. All Sublease Rental so collected by Landlord will be credited by Landlord against the rent due and payable by Sublessor under the Lease.

16. **Brokers.** Neither Sublessor nor Sublessee is responsible for any broker's fees or other fees in obtaining this Sublease. Sublessee hereby agrees to indemnify, save and hold Sublessor and all other Sublessor Indemnitees harmless from and against any and all Claims made upon Sublessor for any commissions, fees or other compensation by any broker, agent or salesman in connection with this Sublease claiming by or through Sublessee. Sublessor hereby agrees to indemnify, save and hold Sublessee harmless from and against any and all Claims made upon Sublessee for any commissions, fees or other compensation by any broker, agent or salesman in connection with this Sublease claiming by or through Sublessor.

17. **Conditions Precedent to the Effectiveness of this Sublease. [Intentionally reserved]**

18. **Sublessor's Right of Entry.** In any case where Landlord reserves the right under the Lease to enter the Subleased Premises, such right of entry shall inure to the benefit of both Landlord and Sublessor with respect to the Subleased Premises. Any entry to the Subleased Premises by Sublessor or the above-described parties shall not under any circumstances be construed to be a forcible or unlawful entry into, or a

detainer of, the Subleased Premises, or an eviction of Sublessee from the Subleased Premises or any portion thereof, or grounds for any abatement or reduction of Sublease Rental, and Sublessor shall not have any liability to Sublessee for any damages or losses on account of any such entry unless such entry unreasonably interferes with Sublessee's possession or use of the Subleased Premises.

19. **Alterations, Improvements, Additions and Renovations.** In connection with any alterations, improvements, additions or renovations to the Subleased Premises (collectively, "**Improvements**") that Sublessee desires to make, the terms of Section 8 of the Lease shall be applicable thereto. Sublessee will also obtain Sublessor's written consent to the making of any Improvements prior to the undertaking thereof, and if the written consent of Sublessor is obtained, Sublessee will then contact Landlord directly to seek Landlord's written consent thereto. Any Improvements to which Landlord and Sublessor consent must be constructed and installed in accordance with (i) all requirements in the Lease applicable thereto, and (ii) any requirements imposed by Sublessor to protect Sublessor's interest in the Lease and/or the Subleased Premises. All Improvements, whether temporary or permanent in character, which exist on the Subleased Premises at the expiration or earlier termination of this Sublease and which are made by Sublessor on behalf of Sublessee or pursuant to this Sublease or Sublessee to the Subleased Premises shall become Sublessor's property and shall remain upon the Subleased Premises at the expiration or earlier termination of this Sublease without compensation to Sublessee, provided, however, that either Sublessor or Landlord will have the right to require Sublessee to remove any such Improvements at Sublessee's cost upon the expiration or earlier termination of this Sublease, and the repair of any damage caused to the Subleased Premises as a result of any such removal shall be paid for by Sublessee upon demand.

20. **Estoppel Certificate.** Sublessee shall, at such time or times as Landlord or Sublessor may request in writing, sign and deliver to Sublessor and Landlord a certificate stating whether this Sublease is in full force and effect, whether any amendments or modifications exist, whether there are any defaults of Sublessee hereunder, whether to Sublessee's current actual knowledge there are any defaults of Sublessor hereunder, and such other information and agreements as may be requested by Landlord or reasonably requested by Sublessor.

21. **Recovery of Costs and Fees.** If either Sublessor or Sublessee should bring suit against the other with respect to this Sublease, including to enforce any of the provisions and/or rights hereunder, then all costs and expenses incurred by the prevailing party therein shall be paid by the other party. The foregoing shall in no manner limit, or be deemed or construed to limit, the rights of either Sublessor or Sublessee to recover fees, costs and/or expenses to the extent other provisions of this Sublease expressly provide for any such recovery.

22. **Waiver of Subrogation.** All fire, extended coverage and/or property or damage insurance which must be carried by Sublessee shall be endorsed with a subrogation clause substantially as follows: "This insurance shall not be invalidated should the insured waive in writing, prior to a loss, any or all right of recovery against any party for loss occurring to the property described herein." Sublessee hereby releases Sublessor and Landlord from, and waives (and shall cause its insurance carrier(s) and any other party claiming through or under such carrier(s), by way of subrogation or otherwise, to waive), any and all Claims and/or rights it may have against Sublessor and/or Landlord on account of any loss or damage occasioned to Sublessee (**INCLUDING, WITHOUT LIMITATION, ALL RIGHTS [BY WAY OF SUBROGATION OR OTHERWISE] OF RECOVERY, CLAIMS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF, OR CAUSED BY, THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF SUBLESSOR OR LANDLORD OR THEIR RESPECTIVE OFFICERS, PARTNERS, DIRECTORS, EMPLOYEES, SERVANTS, AGENTS OR INVITEES AND WHETHER OR NOT ANY SUCH PARTY WOULD OTHERWISE BE STRICTLY LIABLE UNDER APPLICABLE LAW**), to its property of the Subleased Premises arising from any risk covered by the current Texas State Board of Insurance promulgated form of property insurance and the customary commercially obtainable endorsements thereto, or covered by any other insurance carried by Sublessee or required to be carried by Sublessee pursuant to this Sublease (Sublessee's obligation to carry property damage insurance being found in Section 14 above). Sublessee agrees immediately to give to each such insurance company written notification of the terms of the waivers contained in this paragraph.

and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waivers. The foregoing waivers shall be effective whether or not Sublessee maintains the required insurance, and such release and waiver by Sublessee will include Landlord, Sublessor and all other Sublessor Indemnitees.

23. **Miscellaneous.** This Sublease shall be governed by and construed pursuant to the laws of the State of Texas without regard to its principles of conflicts. The execution and delivery of at least one original of this Sublease shall constitute an offer by Sublessee to sublease the Subleased Premises which may not be revoked by Sublessee during the ten (10) business day period following Sublessor's receipt of the same.

24. **Entire Agreement; Modifications.** This Sublease and consent agreement embody the entire agreement between the parties hereto relative to the subject matter hereof and supersede all previous agreements by and between Sublessor and Sublessee. **SUBLESSOR AND SUBLESSEE FURTHER REPRESENT, WARRANT AND AGREE THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THE AGREEMENTS OF THE PARTIES IN THIS SECTION OR OTHERWISE IN THIS SUBLEASE OR TO IN ANY WAY MODIFY OR NULLIFY THE EFFECT OF THIS SUBLEASE.** This Sublease shall not be modified, changed or altered in any respect except in a writing signed by both parties.

25. **Subordination.** This Sublease and the rights of Sublessee hereunder shall be and are hereby made subject and subordinate to the lien of any mortgages, deeds of trust or other security instruments now or hereafter encumbering the Subleased Premises (each a "Mortgage"), and to all renewals, modifications, consolidations, replacements and extensions thereof and to all advances made, or hereafter to be made, upon the security thereof, except to the extent otherwise provided below in this Section. Although the subordination in the immediately preceding sentence shall be self-operating, Sublessee, or its successors in interest, shall, within ten (10) days after its receipt of Sublessor's or Landlord's request, execute and deliver any and all agreements delivered to Sublessee subordinating this Sublease to the applicable Mortgage.

Notwithstanding the above language, and notwithstanding the fact that there are no improvements on the leased premises except concrete and access to the Airport from an off-Airport location, the parties specifically acknowledge that there will be no encumbrances or liens placed or effective against the real property at the Airport nor any improvements thereon. The Landlord will not execute any subordination agreement that could have the effect of encumbering the real property or acknowledging a superior right in any improvements upon the real property of the Airport.

26. **Limitation of Liability.** **EXCEPT AS OTHERWISE PROVIDED TO THE CONTRARY IN SECTIONS 11 AND 12 ABOVE, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS SUBLEASE.**

27. **Survival of Indemnification Obligations.** **SUBLESSOR AND SUBLESSEE HEREBY ACKNOWLEDGE AND AGREE THAT THIS SUBLEASE CONTAINS CERTAIN INDEMNIFICATION PROVISIONS AND THAT ALL INDEMNITY OBLIGATIONS OF THE PARTIES HERETO SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS SUBLEASE FOR THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.**

28. **Sublessee Acknowledgements and Agreements.**

(a) Notwithstanding anything to the contrary contained herein, Sublessee acknowledges and agrees that this Sublease is a sublease, subject and subordinate to the Lease. Sublessee further acknowledges that no right, power or privilege granted to Sublessee hereunder may be exercised or enjoyed by Sublessee, and no term, covenant or condition of this Sublease benefiting Sublessee or binding Sublessor shall be operative, if, and

to the extent, that such exercise, enjoyment or operation would not be permitted by, or would violate or be in conflict with, any term, covenant or condition of the Lease.

(b) Sublessee and anyone claiming by, through or under Sublessee hereby fully and irrevocably releases Sublessor and all other Sublessor Indemnitees from any and all damage to property and injury to persons and all other Claims that it may now have or hereafter acquire against them arising from or related to any construction defects, errors, omissions or other conditions now or hereafter affecting the Subleased Premises. This release includes claims of which Sublessee is presently unaware or which Sublessee does not presently suspect to exist in its favor which, if known by Sublessee, would materially affect Sublessee's release of Sublessor and all other Sublessor Indemnitees. In the event of any defect or deficiency in the Subleased Premises of any nature, whether patent or latent, Sublessor shall have no responsibility or liability with respect thereto or for any incidental or consequential damages arising therefrom (including strict liability in tort).

29. Agreements of Sublessor.

(a) Sublessor represents and warrants as follows: (1) Sublessor has received no notice from Landlord that it is in default under any of its obligations under the Lease and, to Sublessor's knowledge, Sublessor is not in default under any of its obligations under the Lease; (2) to Sublessor's knowledge, Landlord is not in default with respect to any of its obligations under the Lease; (3) the Lease has not been modified or amended except as otherwise specified above in this Sublease; (4) Sublessor has the power and the right to enter into this Sublease; and (5) except for the consent of Landlord as required by Section 17 above, no other consents or authorizations are required for the effectiveness of this Sublease.

(b) As long as no Event of Default has occurred and is then continuing, Sublessor shall not modify the Lease in any respect which creates additional material obligations of Sublessee under this Sublease, or materially and adversely affects Sublessee's rights under this Sublease, without the prior written consent of Sublessee. The granting or withholding of such consent will not be unreasonably withheld or delayed. Any such modification made without such consent shall be null and void and shall have no effect on the rights of Sublessee under this Sublease. Sublessee acknowledges and agrees that its consent will not be required to (i) any amendment to the Lease entered into by Sublessor after the occurrence and during the continuance of any Event of Default, or (ii) any amendment to the Lease which terminates Sublessor's possessory rights to the Subleased Premises (including an agreement to terminate the Lease) provided that, once such termination becomes effective, Landlord will take over all of the right, title, interest and obligation of Sublessor, as sublessor, under this Sublease, except that Landlord shall not be (1) liable for any previous act or omission of Sublessor, (2) subject to any credit, offset, claim, counterclaim, demand or defense which Sublessee may have against Sublessor, (3) bound by any previous modification of this Sublease not approved in writing in advance by Landlord, (4) bound by any prepayment of Sublease Rental greater than one month's installment of Sublease Basic Rental, (5) bound by any obligation to make any payment to Sublessee or grant any credit, or (6) responsible for any amounts payable by Landlord to Sublessor.

SUBLESSOR AND SUBLESSEE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE SUBLEASED PREMISES ARE SUITABLE FOR SUBLESSEE'S INTENDED COMMERCIAL PURPOSE AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SUBLEASE, SUBLESSEE'S OBLIGATION TO PAY SUBLEASE RENTAL HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE SUBLEASED PREMISES OR THE PERFORMANCE BY SUBLESSOR OF ITS OBLIGATIONS HEREUNDER.

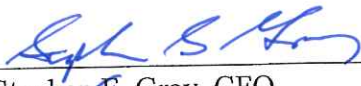
IN WITNESS WHEREOF, this Sublease is executed effective as of the Effective Date.

Approved as to Form:

City Attorney

SUBLESSEE:

UNIFLIGHT, LLC,
a Delaware limited liability company

By: 
Stephen B. Gray, CFO

SUBLESSOR:

MDJ Aviation, LLC,
a Texas limited liability company

By: 
Jarod D. Cox, Manager