

**GRAND PRAIRIE MUNICIPAL AIRPORT
COMMERCIAL LEASE AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Agreement is made and entered into by and between the City of Grand Prairie, a home rule municipal corporation situated in Tarrant County, Texas, hereinafter called "Lessor", acting by and through Tom Hart, its duly authorized City Manager, and Uniflight, LLC, hereinafter referred to as "Lessee," acting by and through Steve Gray, its duly authorized Chief Financial Officer.

WITNESSETH:

That for and in consideration of the prompt and timely payment of the rentals set out herein and the true and faithful performance by Lessee of all of its promises, covenants and obligations hereunder, Lessor hereby demises and leases unto Lessee, and Lessee hereby accepts for the term, and subject to the provisions hereof, the following described real property (hereinafter referred to as "premises"), located at the Grand Prairie Municipal Airport (hereinafter referred to as "airport") in Grand Prairie, Tarrant County, Texas, and being more particularly described as:

*LOCATION 10 NORTH B
GRAND PRAIRIE MUNICIPAL AIRPORT*

Such areas leased hereunder are further described in the plat marked as Exhibit A, attached hereto and incorporated herein by reference for all purposes incident to this lease.

This lease shall be further subject to the terms, promises, agreements, and conditions set forth in this Agreement.

1. TERM

The term of this Lease shall be for a period of five (5) years and eight (8) months beginning February 1, 2018 and ending September 30, 2023.

2. RENT

Lessee hereby promises and agrees to pay to Lessor a rental amount of One Thousand One Hundred Dollars and 00/Cents (\$1,100.00) per month for the premises. In addition, Lessee shall pay Fifteen Dollars (\$15.00) per month for trash removal subject to Section 10 of this Agreement.

The above rental rates for this lease will be in accordance with the Schedule of Rates and Charges approved by the City Council of the City of Grand Prairie (hereinafter called "City Council") for Grand Prairie Municipal Airport and may be adjusted on October 1 each year to rates then in effect.

The **first and last monthly** rental payments shall be due in advance on the date of execution of this lease. Successive monthly rental payments are due on or before the first day of each month. A payment shall be considered past due if, after the tenth (10th) day of the month in which the payment was due, Lessor has not received full payment at the City of Grand Prairie, Revenue Management Division. Payments submitted via United States Postal Service or any similar type messenger service are not considered paid on the date posted by said service.

In addition to the monthly rental payments, Lessee agrees to pay a late charge of ten percent (10%) of the monthly rental for each month or portion of one month that any monthly rental has not been paid on or before the tenth (10th) day of said month, and a separate computation and payment of such late charge shall be made on the outstanding balance that is past due, so that if two (2) monthly rental payments are more than ten (10) days past due, the late charges shall accrue on the outstanding balance and so on.

In the event Lessee holds over after the expiration of this lease, such holding over will be construed as a tenancy from month-to-month, at a rental amount equal to the rental amount set for the premises according to the Schedule of Rates and Charges then in effect during the holdover period. Said holdover tenancy will be subject to all other terms and conditions of this lease.

3. MAINTENANCE. REPAIRS. UTILITIES

Lessee agrees and covenants that it will pay for all utilities used by it on the premises, including all costs necessary for the installation of meters, any deposits or other prerequisites for such utility service. Lessee further covenants and agrees that Lessee shall pay all costs and expenses for any extension, installation, maintenance or repair of any and all utilities serving the premises, including but not limited to water, sanitary sewer, electric, gas and telephone utilities.

All heating equipment and electrically operated equipment which may be used on the premises shall be of such kind and character to comply with all applicable Codes of the City of Grand Prairie.

Lessee agrees and covenants that Lessee will, at Lessee's own expense, make all repairs necessary to keep the premises from deteriorating in value or condition and restore and maintain the premises, with the exception of normal wear and tear and aging consistent with normal usage and passage of time, and to repair damages to any part of the premises caused by the negligence or misconduct of Lessee, its agents, servants, employees, contractors, subcontractors, licensees, patrons, invitees or trespassers. Lessee shall repair and maintain all pavement, hangar modifications, windows, pedestrian doors, hangar doors, fixtures and installations within and upon the premises, and generally perform optional maintenance upon functioning equipment and fixtures within Lessee's possession and control located upon the premises. Lessee agrees to make all repairs necessary to bring the premises into compliance with all provisions of the Americans With Disabilities Act of 1990, as amended.

Lessor shall have the right and privilege, through its officers, agents, servants and employees, to make inspections of the premises, and thereafter to make recommendations to Lessee of any repairs that, in Lessor's opinion, are necessary to be performed by Lessee upon the premises in accordance with the foregoing. Lessee agrees and covenants that it shall begin such repairs within thirty (30) days of the date that such recommendations are made. Such repairs shall be made in an expeditious and workmanlike manner.

Commercial Lease Agreement

Version 2/15/00

Page 2

Initial by Lessor: _____

Initial by Lessee: _____

In the event that Lessee shall fail to undertake such recommended repairs within the time provided, it is understood and agreed that Lessor may, within its discretion, make such repairs as it deems necessary on behalf of Lessee and for the performance of Lessee's obligations hereunder, and in such event, the cost of such repairs shall be the payment obligation of Lessee to pay same upon the date of its next monthly rental payment after completion of such repairs.

4. RIGHTS AND PRIVILEGES OF LESSEE

Lessor hereby grants to Lessee the following general rights and privileges, in common with others, all of which shall be subject to the terms, conditions and covenants hereinafter set forth and all of which shall be non-exclusive on the airport:

- a. The use in common with the public generally of all public airport facilities and improvements which are now or may hereafter be connected with or provided, to be used by Lessee for commercial or non-commercial aviation activities, and all activities in connection with or incidental to said business or operation, as herein defined. For the purpose of this lease, "public airport facilities" shall include but not be limited to all necessary public aprons, public automobile parking areas, public roadways, public sidewalks, and public terminal facilities. Lessee shall pay all applicable fees and charges for the use of said public facilities, now in force or hereinafter levied.
- b. The right of ingress to and egress from the leased premises over and across public roadways serving the airport for Lessee, its agents, employees, servants, patrons, invitees, patrons, subcontractors and licensees.
- c. Said rights above shall be subject to such rules, regulations, and laws, as amended, which now or may hereafter have application at the airport. Further, nothing in this lease shall be construed to grant Lessee a permanent right in any particular public airport facility should Lessor deem it advantageous to the operation of the airport to close or relocate any such facility.

5. RIGHTS. RESERVATIONS AND OBLIGATIONS OF LESSOR

- a. It is understood and agreed that all fixtures and items permanently attached to any structures on the premises, and all additions and alterations made thereon, shall become the property of Lessor at the conclusion of the primary term. At no time during the term of the lease may Lessee remove any such fixtures and items permanently attached to structures on the premises once such fixtures and items are permanently attached to such structures.
- b. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the premises herein leased for the purpose of doing any and all things which may be deemed necessary for the proper conduct and operation of the airport.
- c. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be

Commercial Lease Agreement

Version 2/15/00

Page 3

Initial by Lessor: _____

Initial by Lessee: _____

erected any building or other structure which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft or diminish the capability of existing or future navigation and/or navigational aids used on the airport.

d. Lessor reserves the right to temporarily close the airport or any of the facilities thereon for maintenance, improvement, safety or security of the airport or the public, or for other cause deemed necessary by Lessor, without being liable to Lessee for any damages caused by disruption of Lessee's business operations or for any other reason.

e. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for the development, maintenance, and repair of the airport infrastructure.

f. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended. Nothing contained in this lease shall prevent Lessee from pursuing any rights which Lessee may have for reimbursement from the United States Government for the taking of any part of Lessee's leasehold or for any loss or damage caused to Lessee by the United States Government.

g. Lessor further covenants and agrees that during the term of this lease, it will operate and maintain the airport and its public airport facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government through the Federal Airport Act.

6. INSPECTION AND PREMISES ACCEPTANCE

Lessor, through its officers, agents, servants or employees, shall have the full reasonable right to enter the premises during normal business hours, except in the event of an emergency, for the purpose of doing any and all things which Lessor is authorized or required to do under the terms of this lease, or for the purpose of performing its governmental functions under federal, state or local rules, regulations and laws, including but not limited to necessary and proper inspections under Lessor's applicable Health, Mechanical, Building, Electrical, Plumbing, and Fire Codes, or other health, safety and general welfare regulations of Lessor. Lessor shall provide Lessee with advance notice of inspection as is reasonable under the circumstances.

Lessee will permit the Fire Marshal of the City of Grand Prairie, or his/her agents, to make inspection of the premises at any time, and Lessee will comply with all recommendations made to Lessee by the Fire Marshal, or his/her agents, to bring the premises into compliance with the City of Grand Prairie Fire Code and Building Code provisions regarding fire safety, as such provisions exist or may hereafter be amended. Lessee shall further maintain in proper condition, accessible fire extinguishers in a number and a type approved by Fire Underwriters for the particular hazard involved.

Commercial Lease Agreement

Version 2/15/00

Page 4

Initial by Lessor: _____

Initial by Lessee: _____

Lessee agrees and covenants that Lessee has inspected the premises and is fully advised of its own rights without reliance upon any representation made by Lessor concerning the condition of the premises and accepts same in their present condition as satisfactory for all purposes of this lease.

7. CONCESSIONS PROHIBITED

It is specifically agreed and stipulated that the following concessions normally available for public use and the establishment thereof are prohibited under this lease, unless specifically approved by the Airport Director, to wit:

- a. Ground transportation for hire;
- b. Auto rental;
- c. Food sales;
- d. Barber and valet service;
- e. Alcoholic beverage sales; and
- f. Aviation Fuel Sales, provided that "pass-through" sales of fuel to Lessee's customers shall not be considered "Aviation Fuel Sales" hereunder and as those terms are known in the aviation industry.

8. CONSTRUCTION AND IMPROVEMENTS

Lessee, at its sole cost and expense, may perform renovations, improvements, or maintenance on existing structures, or perform renovations, improvements, or maintenance to any structure or portion thereof constructed at any time during the term of this lease, which renovations, improvements, or maintenance are hereinafter referred to as "discretionary improvements" for the purpose of carrying out the activities provided for herein.

If Lessee chooses to make discretionary improvements or modifications mandated by City Code, all plans and specifications must receive the written, prior approval of Lessor, which approval shall not be unreasonably withheld. All discretionary improvements, modifications mandated by City Code and any other facilities (including landscaping) shall be constructed in accordance with plans and specifications approved by Lessor, and shall be subject to Lessor's inspection; no construction, modification or installation may be undertaken until this approval is secured. All plans, specifications and work shall conform to all local, state and federal rules, regulations, and laws, including the City of Grand Prairie Airport Minimum Standards (the "Minimum Standards"), now in force or hereafter prescribed. Notwithstanding the permissive nature of Lessee's discretionary improvements, Lessee agrees to make all discretionary improvements and alterations necessary to make the premises comply with all applicable provisions of the Americans With Disabilities Act of 1990, as amended; any modifications mandated by City Code which Lessee agrees to perform, whether paid for in full or in part by Lessee, shall also conform with said Act.

Prior to commencement of any construction of discretionary improvements in excess of Twenty-five Thousand dollars (\$25,000.00) on the premises, Lessee or its contractor, at the sole expense

Commercial Lease Agreement
Initial by Lessor: _____

Version 2/15/00
Page 5
Initial by Lessee: _____

of Lessee and/or its contractor, shall obtain surety performance and payment bonds in accordance with Chapter 2253 of the Texas Government Code, as amended, to cover the cost of the discretionary improvements, which bonds shall be executed and delivered to Lessor for review and acceptance. Should Lessee elect to serve as its own contractor, the bonds shall be payable to Lessor. Where Lessee contracts with a contractor to perform part or all of the construction, Lessee shall require its contractor to obtain said bonds which shall be payable to both Lessor and Lessee as dual obligees. The bonds shall guarantee the faithful performance of necessary construction and completion of improvements, in accordance with final plans and detailed specifications as approved by Lessor, and shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies and equipment used in the performance of said construction contract.

Bonds shall be standard payment or performance bonds provided by a licensed surety company. A cash deposit or certificate of deposit may be furnished by Lessee in lieu of the bonds. Certificates of deposit shall be from a financial institution in the Dallas-Fort Worth metropolitan area which is insured by the Federal Deposit Insurance Corporation. Cash deposits shall be made in the treasury of the City of Grand Prairie. The City of Grand Prairie shall not pay interest on any cash deposit made in the treasury of the City. The amount of the cash deposit or certificate of deposit shall be equal to 125% of the construction contract. In the event of construction or contractor payment default, Lessor shall be entitled to draw down the full amount of Lessee's cash deposit in Lessor's treasury, which amount serves as security for Lessee's failure to complete construction and/or Lessee's failure to pay Lessee's contractor. For payment purposes when not in default, Lessee may be allowed a dollar for dollar decrease in its cash deposit account or a reduction of Lessor's claim upon Lessee's certificate of deposit to the extent of payment to contractor in the following manner: where Lessee owes payment to contractor for work and/or services performed, Lessor may reimburse Lessee upon Lessor's receipt and verification of contractor's invoice, contractor's acknowledgement of payment, and contractor's release of Lessee to the extent of Lessee's payment to contractor.

Prior to the commencement of work, Lessee agrees to submit to Lessor estimates for discretionary improvements which will be subject to the sole approval of the Airport Director to acceptability of such discretionary improvements and their eligibility, if any, for rental credits; such approval shall not be unreasonably withheld. Rental credits may be granted for: (1) any mandated City Code modifications upon agreement by both parties as to the cost of such modifications; or (2) discretionary improvements to protect the usability upon agreement by both parties as to the cost and selection of such proposed discretionary improvements. Upon completion of such modifications mandated by City Code or discretionary improvements and after inspection and acceptance of same by Lessor, Lessee will receive a credit against rental owed under this lease for eighty percent (80%) of the total amount of approved expenditures made by Lessee for all modifications mandated by City Code and discretionary improvements. Lessee will provide paid invoices, canceled checks or other documentation as required by Lessor to verify Lessor's expenditures. Upon verification, Lessee will receive credit on a monthly basis for an amount not to exceed fifty percent (50%) of each monthly rental payment amount, until the full amount of verified expenditures has been credited. No rental credit shall extend beyond the lease term or renewal period in which they were granted.

Lessee agrees and covenants that Lessee will not make or suffer any waste of the premises, nor will it suffer any holes to be drilled or made in the brick, plaster or cement work, nor make any material structural alterations or additions to the premises except as may be approved in advance, in writing, by the Airport Director or his/her designee.

In the event of fire or other casualty which damages or destroys all or any part of the leased premises, Lessor and Lessee may elect to rebuild. Where Lessor elects to rebuild, Lessor will so notify Lessee within thirty (30) days of the date of the damaging event and will proceed to rebuild the premises to substantially its former condition within one hundred eighty (180) days of the notice, and rent shall be proportionally reduced during the rebuilding based upon the square footage affected as verified by Lessor. Lessee shall have the right to elect to rebuild all or part of said premises at Lessee's expense within a reasonable time, in which event this lease shall continue in force as to the portion so rebuilt, and rent shall be proportionally reduced during the rebuilding based upon the entire square footage affected as verified by Lessor. All plans and specifications for rebuilding must receive the written, prior approval of Lessor and shall be constructed in accordance with plans and specifications approved by Lessor and shall be subject to his/her inspection; no construction for rebuilding may be undertaken until this approval is secured. All plans, specifications and work shall conform to all local, state and federal rules, regulations, and laws, including the City of Grand Prairie Airport Minimum Standards (the "Minimum Standards"), now in force or hereafter prescribed. Lessee agrees to rebuild the premises to comply with all applicable provisions of the Americans With Disabilities Act of 1990, as amended. Where such rebuilding exceeds \$25,000, Lessee shall be subject to all requirements of Section 8 of this Agreement.

9. SIGNS

No signs, posters, or other similar devices shall be placed on the exterior of the hangar or on any portion of the premises without the prior written consent of Lessor. Lessee shall, at its sole expense, be responsible for creation, installation and maintenance of all such signs, posters, or other similar devices. Lessee agrees to pay Lessor for any damages, injury or repairs resulting from the installation, maintenance or repair of any such signs, posters, or other similar devices. Any signs, posters, or other similar devices placed on the premises shall be maintained at all times in a safe, neat, sightly and good physical condition. Any such sign, poster, or other similar device shall be removed from the premises immediately upon receipt of instructions for the removal of same from Lessor.

10. TRASH AND CITY CODE COMPLIANCE

Lessee agrees to maintain and police the area in order to keep the premises in a clean and sanitary condition at all times and agrees to comply with all applicable requirements and orders imposed by Lessor. Lessee shall coordinate with Lessor for the complete, proper arrangements for adequate sanitary handling and disposal away from the airport at Lessee's expense of all trash, garbage and other refuse caused as a result of the operation of Lessee's business. Lessor shall provide suitable metal receptacles for all such garbage, trash and other refuse. The piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner is prohibited.

11. USE OF PREMISES

During the term of this lease or any renewal thereof, the premises are to be used by Lessee exclusively for the commercial aviation activities which are hereby defined as those activities which involve the sale of aviation services for profit to the general public, including but not limited to the following: said services are depicted on Exhibit B attached hereto and incorporated herein by reference for all purposes incident to this Lease.

In addition, with the express consent of Lessor, Lessee may conduct incidental activities on the premises reasonably related to the purpose of this lease, including but not necessarily limited to the sale of confections, soft drinks and tobacco through coin-operated vending machines.

Lessee agrees that neither it, nor any of its officers, employees, subcontractors, licensees or invitees, will park or allow any non-aviation related motor vehicles to be parked on the premises. All aviation-related or business-related motor vehicles brought onto the premises in connection with Lessee's business will be parked only in areas designated as motor vehicle parking areas.

Lessee covenants and agrees that it shall not make any unlawful use of, nor shall it permit the unlawful use of the leased premises by any person(s) and that such unlawful use shall result in the removal from said premises of any person(s) using same by Lessee, its officers, agents, servants or employees. Lessee's unlawful use of the premises shall constitute an immediate breach of this lease.

12. INSURANCE

Lessee shall procure and maintain at all times in full force and effect a policy or policies of insurance as specified herein, naming the City of Grand Prairie as an additional insured and covering all public risks related to the leasing, use, occupancy, maintenance, existence or location of the leased premises. Lessee shall obtain a Commercial General Liability insurance policy with coverages at the limits, depicted on Exhibit C, which shall be primary and not less than the maximum liability which can be imposed upon the City of Grand Prairie under the laws of the State of Texas. Said limits are depicted on Exhibit C attached hereto and may be revised upward at Lessor's option, and Lessee will so revise such amounts within thirty (30) days following notice to Lessee of such requirements.

Lessee shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas and satisfactory to Lessor. Lessee shall furnish Lessor with a certificate of insurance as proof that such coverage has been procured and is being maintained within ten (10) days after execution of this lease and annually thereafter during the term of this lease or any renewal thereof. Certificate shall contain a Waiver of Subrogation in favor of City and shall name the City as an additional insured and the policy shall have a thirty (30) day notice in favor of the City prior to any cancellation or substantial change in coverage.

It is furthered agreed that Lessee shall not do or permit to be done anything upon any portion of the premises or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the premises, or in any way increase the rate of fire insurance upon the premises, or which will in any way obstruct or interfere with the rights of other tenants at the airport.

13. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Lessee shall operate hereunder as an independent contractor as to all rights and privileges granted herein, and not as an agent, representative or employee of Lessor; that Lessee shall have exclusive control of and the exclusive right to control the details of its operations and activities on the premises and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees; that the doctrine of *respondeat superior* shall not apply as between Lessor and Lessee, its officers, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Lessor and Lessee.

Lessor does not guarantee police protection to Lessee and its property, and Lessor shall not be responsible for injury or harm to any person or any property belonging to Lessee, its officers, agents, servants, employees, patrons, contractors, subcontractors, licensees or invitees, which may be stolen, destroyed or in any way damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants and employees from and against any and all such claims. Lessor is only obligated to provide security adequate to satisfy any Federal Aviation Administration Regulation as may now be in effect or later enacted into effect.

14. INDEMNIFICATION

Lessee covenants and agrees to and does hereby indemnify, hold harmless and defend Lessor, its officers, agents, servants and employees, from and against any and all claims or suits for property damage or loss, including damage or loss to Lessee's business and Lessee's resulting lost profits, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the leasing, maintenance, use, occupancy, existence or location of the premises, whether or not caused in whole or in part, by the alleged negligence of the officers, agents, servants, employees, contractors, subcontractors, licensees or invitees of Lessor; and Lessee hereby assumes all liability and responsibility of Lessor, its officers, agents, servants and employees, for such claims and suits. Lessee shall likewise assume all responsibility and agrees to pay Lessor for any and all injury or damage to Lessor's property, arising out of or in connection with any and all acts or omissions of Lessee, its officers, agents, servants, employees, contractors, subcontractors, licensees or invitees.

Lessor shall in no way, nor under any circumstances, be responsible for any property belonging to Lessee, its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees which may be stolen, destroyed or in any way damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants and employees from and against any and all such claims.

15. TERMINATION

Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee hereunder or to faithfully keep and perform any of the terms, conditions and provisions hereof shall be cause for termination of this lease by Lessor in the manner set forth in this section. Lessor shall deliver to Lessee prior written notice of its intention to so terminate this lease, including in such a

reasonable description of the breach, default or failure. If the breach is a failure to pay rentals due under this lease and Lessee shall fail or refuse to cure, adjust or correct same to the satisfaction of Lessor within five (5) days following notice or, in the case of a breach other than a failure to pay rent, except as otherwise provided herein, within thirty (30) days following notice and Lessee shall fail or refuse to cure, adjust or correct same to the satisfaction of Lessor, then in such event Lessor shall have the right, without further notice to Lessee and without being deemed guilty of trespass and without any liability whatsoever on the part of Lessor, to declare this lease terminated and enter upon and take full possession of the premises, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of said premises and any and all fixtures and equipment not belonging to Lessor that may be found within or upon said premises without being liable for damages therefor. In the event of termination of this lease by Lessor in accordance with the provisions of this lease, all rights, powers, and privileges of Lessee hereunder shall cease and terminate, and Lessee shall have ninety (90) days to vacate the premises, provided that rental payments are maintained on a current basis during said ninety (90) day period and Lessee makes no claims of any kind whatsoever against Lessor, its officers, agents, servants, employees, or representatives by reason of such termination or any act incident thereto. Any failure by Lessor to so terminate this lease or the acceptance by Lessor of rentals for any period of time after such breach, default or failure by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease for any subsequent breach, default, or failure.

Upon termination of this lease, whether for breach, default or any failure by Lessee, or the end of the initial term or any renewal term of this lease, Lessee agrees to peaceably return the demised premises and all appurtenances or improvements thereon in good order and repair, vacant, unencumbered, and in good, tenantable condition. Lessee agrees to repair all damages at its sole cost and expense.

Any abandonment or non-use of the premises for any reason for any period of time exceeding fifteen (15) calendar days shall be grounds for immediate termination of this lease by Lessor, and all rights, power and privileges of Lessee hereunder shall cease. Lessor shall have the right, without notice to Lessee and without being deemed guilty of trespass and without any liability whatsoever on the part of Lessor, to take immediate possession of the premises, with or without force, without legal process, and remove any and all fixtures and equipment not belonging to Lessor that may be found on any part of said premises without being liable for damages therefor. Any failure by Lessor to terminate this lease for abandonment or non-use by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease immediately for any subsequent abandonment or non-use.

Lessor agrees and covenants that in the event the premises, or any part thereof, shall at any time, during the term of this lease or any renewal thereof, be damaged or destroyed by fire or other casualty so as to render same unfit for use and occupancy, and Lessor elects not to rebuild same during the term hereof, then this lease may be terminated by Lessor in its entirety or only as to such portion of the premises as have been rendered unfit for use and occupancy, in which event the rental shall be proportionately reduced based upon the square footage affected as verified by Lessor.

16. NOTICES

Notices required pursuant to the provisions of this lease shall be conclusively determined to have

been delivered when (1) hand delivered to Lessee, its agents, employees, servants or representatives or (2) when deposited in the United States Mail, postage prepaid, return receipt requested, addressed as follows:

LESSOR:

City of Grand Prairie
Airport Director
3116 S. Great Southwest Parkway
Grand Prairie, Texas
75052-7238

LESSEE:

Steve Gray, Chief Financial Officer
Uniflight, LLC.
2617 Aviation Parkway
Grand Prairie, TX
75052

17. ASSIGNMENT AND SUB LEASING

Lessee shall not assign, sell, convey, or transfer all or any part of its rights, privileges, duties, or interests under this lease without first obtaining the written consent of Lessor, which consent will not be unduly withheld. Any attempted assignment without Lessor's prior written consent shall be void. All of the terms, covenants and agreements herein contained shall be binding and shall inure to the benefit of successors of the respective parties hereto.

Lessee may sublease the facility to one of its vendors desiring to relocate to Grand Prairie Municipal Airport to support the activities of Lessee. In no case shall the sub-tenant remain in the facility beyond the initial term or any extended term of Lessor. In any instance of subleasing, Lessor shall provide a Consent to Sublease (Exhibit D) with the required exhibits to the City of Grand Prairie for execution.

18. LIENS BY LESSEE

Lessee covenants and agrees that it shall have no power to do any act or make any contract that may create or be the foundation for any lien upon the property or interest in the property of Lessor, and if any such purported lien is created or filed, Lessee, at its sole cost and expense, shall liquidate and discharge same within thirty (30) days next after the filing thereof; should Lessee fail to discharge same, such failure shall constitute an immediate breach of this lease for which no further opportunity to cure shall be granted, and Lessee's ninety (90) days to vacate the premises shall begin on said 31st day.

19. BANKRUPTCY

Lessee agrees and covenants that, in the event that any proceedings in bankruptcy or insolvency shall be instituted against Lessee, whether voluntary or involuntary, Lessor may, at its option, declare this lease forfeited and terminated, and upon such declaration, Lessee agrees to give and deliver immediate possession of the premises to Lessor.

20. TAXES AND ASSESSMENTS

Lessee agrees to pay any federal, state or local taxes or assessments which may be lawfully levied

against Lessee due to (1) Lessee's occupancy or (2) Lessee's use of the premises, or any improvements or property placed thereon by Lessee as a result of Lessee's occupancy.

21. ATTORNEYS' FEES

In any action brought by Lessor for enforcement of the obligations of Lessee, Lessor shall be entitled to recover interest and reasonable attorneys' fees.

22. NONDISCRIMINATION

The granting of this lease is conditioned upon the following covenants:

a. Lessee covenants and agrees to comply with all federal, state, and local rules, regulations and laws, including all ordinances of the City of Grand Prairie, all rules and regulations of Lessor, all rules and regulations established by the Airport Director for the operation of the airport, and all rules and regulations adopted by the City Council of the City of Grand Prairie pertaining to the conduct of airports owned or operated by the City, as such rules, regulations and laws exist or may hereafter be amended or adopted. It is understood and agreed that if Lessor calls the attention of Lessee to any such violation on the part of Lessee, or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees, Lessee shall immediately desist from and correct such violation.

b. Lessee, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, sex, creed, age, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said public airport facilities;

(2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed, age, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

c. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar price reductions to volume users.

23. LICENSES AND PERMITS

Lessee shall, at its sole expense, be responsible for obtaining and keeping in effect all licenses and permits necessary for the operation of its business on the premises.

24. GOVERNMENTAL POWERS

It is understood and agreed that by execution of this lease, the City of Grand Prairie does not waive or surrender any of its governmental powers.

25. NON-WAIVER

The failure of Lessor to insist upon the performance of any term or provision of this lease or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of Lessor's right to assert or rely upon any such term or right on any future occasion.

Should any action, whether real or asserted, at law or in equity, arise out of the terms and conditions of this lease, venue for said action shall lie in Tarrant County, Texas.

26. ENTIRETY OF AGREEMENT

This written instrument constitutes the entire agreement by the parties hereto concerning the premises, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

27. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the lease, and this lease shall be construed as if such invalid, illegal, or unenforceable provision had not been included in the lease.

28. FORCE MAJEURE

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which, by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

29. EXECUTION TIME LIMITS

This lease shall be executed by Lessee within thirty (30) days of the time it is presented to Lessee by Lessor. If it is not executed within this thirty (30) day period, it will be null and void, and any holdover tenancy or tenancy at will under an existing occupancy will immediately terminate; provided, however, that if Lessee is already occupying the premises, Lessee will be liable for lease payments during such time of occupancy.

30. CHARITABLE IMMUNITY OR EXEMPTION

If Lessee, as a charitable association, corporation, entity or individual enterprise, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damage or injury to property or persons, Lessee hereby expressly waives its rights to plead defensively such immunity or exemption as against Lessor.

CITY OF GRAND PRAIRIE, TEXAS

DEPUTY CITY MANAGER
LESSOR

STEVE GRAY, CHIEF FINANCIAL OFFICER
UNIFLIGHT, LLC

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, a Notary Public, on this day personally appeared _____, known by me to be the person and whose name is subscribed to the foregoing instrument and acknowledges to me that the same was the act of the said City of Grand Prairie, and that he has executed the same as was the same act of said City of Grand Prairie, Texas.

Given under my hand and seal of office this ____ day of _____, A.D. 20__.

Notary Public, State of Texas
My Commission Expires: _____

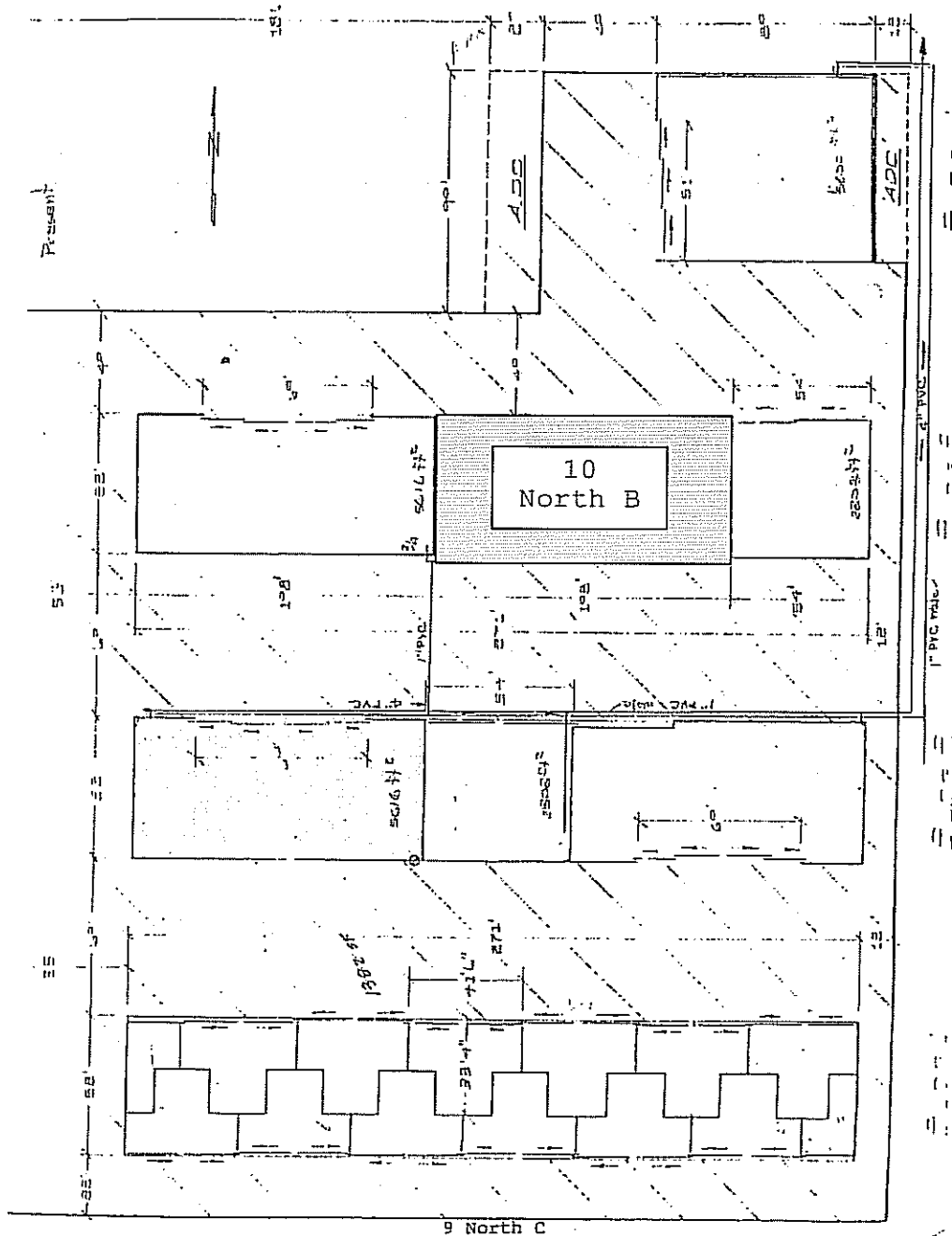
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, a Notary Public, on this day personally appeared Steve Gray, known by me to be the person and whose name is subscribed to the foregoing instrument and acknowledges to me that the same was the act of the said Uniflight, LLC.

Given under my hand and seal of office this ____ day of _____, A.D. 20__.

Notary Public, State of Texas
My Commission Expires: _____

Exhibit A
Grand Prairie Municipal Airport
Hangar Location 10 North B



Commercial

9 North C

rsion 2/15/00
Page 15

Initial by Lessor: _____

Initial by Lessee: _____

Exhibit B - USE OF PREMISES

During the term of this lease or any renewal thereof, the premises are to be used by Lessee exclusively for the commercial aviation activities which are hereby defined as those activities which involve the sale of aviation services for profit to the general public, including but not limited to the following:

- a. Loading and unloading of aircraft in any lawful activity incident to the conduct of any service or operation set out in this section;
- b. Maintenance, repair and storage of aircraft, which shall include overhauling, rebuilding, repairing, inspection and licensing of same;
- c. Purchase and sale of aircraft, aircraft parts and accessories, and aviation equipment of all descriptions as a retailer, wholesaler or dealer;
- d. Location, construction, erection, maintenance and removal of improvements, in any lawful manner, upon or in the premises for the purpose of carrying out any of the activities provided for herein, subject to the conditions herein set forth;

In addition, with the express consent of Lessor, Lessee may conduct incidental activities on the premises reasonably related to the purpose of this lease, including but not necessarily limited to the sale of confections, soft drinks and tobacco through coin-operated vending machines.

Exhibit C

Schedule of Minimum Insurance Requirements

A. FIXED BASE OPERATOR

1. Commercial general aviation liability policy with coverages for premises, operations, and product liability. \$1,000,000 CSL
2. Hangar Keeper's Liability -Value of Aircraft in care, custody and control

B. AIRFRAME AND POWERPLANT REPAIR, AVIONICS, INSTRUMENTS, OR PROPELLER REPAIR

1. Commercial general aviation liability policy with coverages for premises, operations, and product liability. \$1,000,000 CSL
2. Hangar Keeper's Liability –Value of Aircraft in care, custody and control

C. AIR TAXI AND/OR AIRCRAFT CHARTER

1. Commercial general aviation liability policy with coverages for premises and operations. \$1,000,000 CSL
2. Aircraft liability with coverage for bodily injury and property damage, including passengers. \$1,000,000 CSL

D. AIRCRAFT RENTAL, FLIGHT TRAINING, COMMERCIAL FLYING CLUB

1. Commercial general aviation liability policy with coverages for premises and operations. \$1,000,000 CSL
2. Aircraft liability with coverage for bodily injury and property damage, including passengers. \$1,000,000 CSL

E. SPECIALIZED COMMERCIAL AERONAUTICAL ACTIVITIES, AIRCRAFT SALES

1. Commercial general aviation liability policy with coverages for premises and operations. \$1,000,000 CSL
2. Aircraft liability, if aircraft used in operation. \$1,000,000 CSL

F. EXEMPT FLYING CLUBS

1. Commercial general aviation liability policy with coverages for premises and operations. \$1,000,000 CSL

G. AIRCRAFT HANGAR OPERATOR

1. General Liability Policy \$1,000,000 CSL
2. Hangar Keeper's Liability –Value of Aircraft in care, custody and control

SPECIAL INSTRUCTIONS

1. Any operator fueling aircraft shall have a minimum general liability policy with the coverage specified in the Grand Prairie Municipal Airport Rules and Regulations. \$1,000,000 CSL
2. Any Operator using service vehicles on the Airport premises in support of its operations shall maintain additional coverage of Motor Vehicle Liability in the amount of \$ 500,000 CSL

Note: CSL = Combined Single Limit