

**GRAND PRAIRIE MUNICIPAL AIRPORT
COMMERCIAL LEASE AGREEMENT
CONSENT TO SUBLEASE**

STATE OF TEXAS §

COUNTY OF DALLAS §

This Consent is attached to that certain Sublease Agreement (the "**Sublease**") dated effective as of _____, 2016, by and between MDJ AVIATION, LLC, a Texas limited liability company ("**Sublessor**") and UNIFLIGHT, LLC, a Delaware limited liability company ("**Sublessee**"). All capitalized terms not defined in this Consent will, unless otherwise indicated below, have the meanings given to them in the Sublease.

Landlord hereby executes this Consent for the limited purpose of consenting to the transaction evidenced by the Sublease and agreeing that Sublessor's and Sublessee's entering into the Sublease will not constitute a default under the Lease. This Consent is given to Sublessor and Sublessee subject to the following express conditions and agreements of Sublessor and Sublessee: (i) the Sublease is and shall remain subject and subordinate to the Lease; (ii) Landlord has made no representations or warranties to Sublessee regarding the Subleased Premises, and Landlord shall have no liabilities or obligations to Sublessee under the Sublease except the obligation to provide simultaneous written notice of any Sublessor default to Sublessee and permit Sublessee the opportunity to cure any Sublessor defaults under the Lease in accordance with the cure rights provided to Sublessor under the Lease; (iii) the Sublease shall not in any way modify or amend the Lease or limit, impair or affect any obligations of Landlord or any rights and remedies of Landlord under the Lease; (iv) Sublessor agrees to pay to Landlord, as additional rental, all sums provided to be paid under the terms and conditions of the Sublease which are in excess of the amounts otherwise required to be paid by Sublessor to Landlord pursuant to the Lease with respect to the Subleased Premises to the extent, and only to the extent, Sublessor is obligated to do so pursuant to the Lease; and (v) this Consent shall be of no force or effect unless at least one original of this Consent has been executed by each of the Landlord, Sublessee and Sublessor and such original has been delivered to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Consent effective as of the _____ day of January, 2016.

**CITY OF GRAND PRAIRIE, TEXAS,
LESSOR**

City Manager

APPROVED AS TO FORM:

City Attorney
ATTEST:

City Secretary

**UNIFLIGHT, LLC
SUBLESSEE**

by: 
Stephen F. Gray, CFO

**MDJ AVIATION, LLC
SUBLESSOR**

by: _____
Jarod D. Cox, Manager

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STATE OF TEXAS §

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Landlord hereby executes this Consent for the limited purpose of consenting to the transaction evidenced by the Sublease and agreeing that Sublessor's and Sublessee's entering into the Sublease will not constitute a default under the Lease. This Consent is given to Sublessor and Sublessee subject to the following express conditions and agreements of Sublessor and Sublessee: (i) the Sublease is and shall remain subject and subordinate to the Lease; (ii) Landlord has made no representations or warranties to Sublessee regarding the Subleased Premises, and Landlord shall have no liabilities or obligations to Sublessee under the Sublease except the obligation to provide simultaneous written notice of any Sublessor default to Sublessee and permit Sublessee the opportunity to cure any Sublessor defaults under the Lease in accordance with the cure rights provided to Sublessor under the Lease; (iii) the Sublease shall not in any way modify or amend the Lease or limit, impair or affect any obligations of Landlord or any rights and remedies of Landlord under the Lease; (iv) Sublessor agrees to pay to Landlord, as additional rental, all sums provided to be paid under the terms and conditions of the Sublease which are in excess of the amounts otherwise required to be paid by Sublessor to Landlord pursuant to the Lease with respect to the Subleased Premises to the extent, and only to the extent, Sublessor is obligated to do so pursuant to the Lease; and (v) this Consent shall be of no force or effect unless at least one original of this Consent has been executed by each of the Landlord, Sublessee and Sublessor and such original has been delivered to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Consent effective as of the _____ day of January, 2016.

**CITY OF GRAND PRAIRIE, TEXAS,
LESSOR**

**UNIFLIGHT, LLC
SUBLESSEE**

City Manager

by: _____
Stephen F. Gray, CFO

APPROVED AS TO FORM:

**MDJ AVIATION, LLC
SUBLESSOR**

City Attorney
ATTEST:

by: _____
Jarod D. Cox, Manager

City Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, a Notary Public, on this day personally appeared _____,
City Manager, 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.

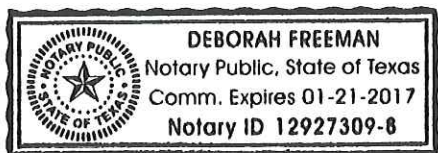
Given under my hand and seal of office this _____ day of _____, A.D. 2016.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, a Notary Public, on this day personally appeared Stephen **E.** Gray, known by me to be the person and
whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 17th day of December, A.D. 2016.



Deborah Freeman
Notary Public, State of Texas
My Commission Expires: 1-21-17

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, a Notary Public, on this day personally appeared Jarod D. Cox, known by me to be the person and
whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this _____ day of _____, A.D. 2016.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, a Notary Public, on this day personally appeared _____,
City Manager, 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. 2016.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, a Notary Public, on this day personally appeared Stephen F. Gray, known by me to be the person and
whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this _____ day of _____, A.D. 2016.

Notary Public, State of Texas
My Commission Expires: _____

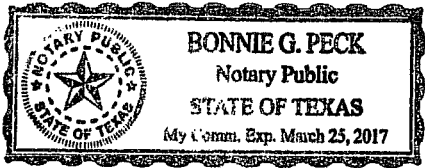
STATE OF TEXAS §
 §
COUNTY OF ~~DALLAS~~ ^{Tarrant} §

Before Me, a Notary Public, on this day personally appeared Jarod D. Cox, known by me to be the person and
whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 16th day of December, A.D. 2016

Bonnie G. Peck

Notary Public, State of Texas
My Commission Expires: 3-25-17



[Handwritten signature]