

CONSENT TO THIRD PARTY FINANCING AGREEMENT AND ESTOPPEL

[SAN Lease]

THIS CONSENT TO THIRD PARTY FINANCING AGREEMENT AND ESTOPPEL (this "Consent Agreement") is made this ___ day of August, 2010, by and among **BROWARD COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("Ground Lessor"), **SHELTAIR AVIATION NORTHSIDE, LLC**, a Florida limited liability company ("Tenant"); and **BANKUNITED** and **TD BANK, N.A.** (collectively, the "Lender").

WITNESSETH

WHEREAS, Ground Lessor owns and operates Fort Lauderdale - Hollywood International Airport located in Broward County, Florida (the "Airport");

WHEREAS, Pursuant to that certain Agreement of Lease between Ground Lessor, as landlord, and SHELTAIR AVIATION CENTER, LLC, a Florida limited liability company ("SAC"), as tenant, dated as of November 9, 2004, for the Northside Property at Ft. Lauderdale-Hollywood International Airport, as amended by Amendment No. 1 to Lease for Northside Property at Ft. Lauderdale-Hollywood International Airport, dated May 10, 2005, and assigned by SAC to Tenant- pursuant to that certain Assignment of Lease and Consent to Assignment dated September 27, 2005, as amended by Amendment No. 2 to Lease for Northside Property at Ft. Lauderdale-Hollywood International Airport, dated September 27, 2005, as amended by Amendment No. 3 to Lease for Northside Property at Ft. Lauderdale-Hollywood International Airport, dated September 22, 2008, as evidenced by that certain Memorandum of Lease for Northside Property at Ft. Lauderdale-Hollywood International Airport, dated September 30, 2005, recorded October 3, 2005, in Official Records Book 40639, Page 1909 of the Public Records of Broward County, Florida, as the same may be further amended, restated or replaced from time to time (the "Ground Lease"), Tenant leases one (1) parcel identified as the "Northside Parcel" located at the Airport, (the "Northside Property" or the "Leased Premises") from the Ground Lessor effective on the Commencement Date of such Ground Lease, which parcels are more fully described on **Exhibit "A"** hereto;

WHEREAS, Lender has extended credit to Tenant and Borrower (as defined in the Mortgage), in the maximum amount of Sixty One Million Nine Hundred Thousand Dollars and 00/100 (\$61,900,000.00) pursuant to a Credit Agreement (the "Credit Agreement") between Lender, Tenant and Borrower, pursuant to which Lender has agreed to purchase and hold certain bonds (together, the "Bonds") the proceeds of which have been loaned to Tenant and Borrower, for various purposes, to be secured in part by a Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, or other instruments (collectively, the "Mortgage"), on the leasehold estate granted by the Ground Lease (the "Leasehold Estate") as well as the other tangible and intangible assets of Tenant (collectively, the "Collateral");

WHEREAS, a portion of the proceeds of the Bonds will be used by Tenant to make improvements to the Leasehold Estate;

WHEREAS, Tenant has requested that Ground Lessor enter into the Consent Agreement with Tenant and Lender concerning the Mortgage; and

WHEREAS, the Ground Lease requires the prior written consent of the Ground Lessor to Tenant's mortgaging of the Leasehold Estate.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties below, intending to be legally bound, hereto mutually covenant and agree as follows:

1. Consent.

A. Ground Lessor hereby consents, subject to the following terms and conditions of this Consent Agreement, to Tenant's encumbering of the Leasehold Estate and the Collateral by the Mortgage to secure the Obligations (as defined in the Mortgage) of Borrower to Lender or any successor thereto, provided the Ground Lessor has consented to any such successor. The parties agree that the Lender may make additional principal future advances under the Mortgage within the time period required by Section 6(d) of the Ground Lease to enable the Tenant to meet the Capital Expenditure requirements under the Ground Lease, without the prior consent of the Ground Lessor. Except as permitted by the preceding sentence, future advances under the Mortgage shall require the prior written consent of the Ground Lessor and the Maximum Principal Obligations (as defined in the Mortgage) secured by the Mortgage shall not exceed \$75,000,000.00, without the prior consent of the Ground Lessor. The Ground Lessor hereby agrees that the Lender, as Tenant's leasehold mortgagee, shall be entitled to all of the benefits of a holder of an "Approved Leasehold Mortgage" (as defined in the Ground Lease) under Section 18 of the Ground Lease.

B. The Obligations shall not operate to release or discharge Tenant from any liability arising under the terms, conditions and covenants of the Ground Lease. The parties hereto accept and agree to the provisions of the Mortgage.

C. It is agreed that: (i) Ground Lessor shall receive notice from the Lender of any material default by the Tenant which is not waived by the Lender with respect to the Obligations at the same time as the Tenant receives notice thereof; and (ii) provided that Lender provides the Ground Lessor with a written statement containing its name and address, Lender shall receive notice from the Ground Lessor of any default by the Tenant under the Ground Lease at the same time as Ground Lessor gives Tenant notice thereof.

Addresses for Notices hereunder shall be:

GROUND LESSOR:

Broward County
Attn: County Administrator
Government Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With copy to:

Director of Aviation
320 Terminal Drive
Fort Lauderdale, Florida 33315

With copy to:

Office of the County Attorney for Broward County
Attn: County Attorney

Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

LENDER:

BankUnited
900 S.E. 3rd Avenue, Suite 201
Fort Lauderdale, Florida 33316

-and-

TD Bank N.A.
5900 North Andrews Avenue, 2nd Floor
Fort Lauderdale, Florida 33309

With copy to:

Anitra Lanczi, Esquire
Shutts & Bowen LLP
200 East Broward Boulevard , Suite 2100
Fort Lauderdale, Florida 33301

D. The Mortgage shall be a lien on Tenant's Leasehold Estate and Collateral only, and shall not otherwise affect the fee title of the Ground Lessor, and the interest of the lienholder shall be subject to all rights and remedies of the Ground Lessor under the Ground Lease. Subject to the terms of this Consent Agreement, no term or provision of this Consent Agreement, or of the Loan Documents or of the Interlocal Agreement shall in any way limit the Ground Lessor's rights under the Ground Lease, including but not limited to the exercise of any and all rights and remedies of the Ground Lessor in the event of a default of the Ground Lease that is not cured within any applicable cure period. The term "Loan Documents" as used in this Consent Agreement shall have the meaning set forth in the Mortgage. The term "Interlocal Agreement" as used in this Consent Agreement shall mean any Interlocal Agreement entered into between the Jacksonville Economic Development Commission (the "JEDC"), a local governmental body and a public instrumentality of the State of Florida and Broward County, Florida, a political subdivision of the State of Florida, in connection with bond issues pertaining to the Tenant.

E. In the event of partial or total destruction of the Leased Premises, or at a time when Tenant shall be obligated to repair or reconstruct the Leased Premises, and Tenant shall fail either to do so or to commence to do so as required, Lender is hereby authorized to repair or reconstruct, at its election, the improvements located on the Leased Premises in compliance with the Ground Lease to prevent a forfeiture thereof by reason of the breach or default by Tenant, or of any of the terms, conditions or covenants therein. In such event, Lender shall be subrogated to all the rights of Tenant under the Ground Lease to the insurance proceeds collected upon the Leased Premises, and shall be entitled to have said insurance proceeds paid out on such repair or reconstruction upon its own certification, in the sane manner in every respect as if Lender were Tenant.

F. The Mortgage shall be assignable to any commercial lending institution that receives the prior written consent of the Ground Lessor in accordance with the terms of the Ground Lease, and such assignment or assignments shall not be deemed to be in violation of any of the terms hereof. No mortgagee or beneficiary, as such, shall be deemed a Tenant or transferee of the Ground Lease or of the

Leasehold Estate so as to require such mortgagee or beneficiary, as such, to assume the performance of any of the terms, covenants, or conditions on the part of Tenant to be performed hereunder.

G. The Ground Lessor agrees that Lender shall have the right, but not the obligation, to: (i) cure any default, including a payment default, by Tenant under the Ground Lease; and (ii) exercise any extension options granted under the Ground Lease to Tenant in accordance with the terms thereof

H. In the event of the foreclosure of the lien secured by any mortgage or deed of trust on the Leased Premises or other taking of possession of the Leased Premises by or on behalf of the Lender, the Lender or its designee or the purchaser in foreclosure, as the case may be, shall be considered the lessee under the Ground Lease for all purposes, the same as though such party were the original party thereto, and shall be bound and obligated by all the provisions thereof.

I. The Ground Lessor hereby acknowledges that pursuant to the Obligations, the Tenant has irrevocably elected not to claim depreciation or an investment credit for federal income tax purposes with respect to any portion of the Leased Premises and that this election by Tenant is intended to be binding on all Tenant's successors in interest under the Ground Lease.

J. Pursuant to Section 18(a) of the Ground Lease, the Ground Lessor has approved all of the subleases of the Leased Premises described in **Exhibit "B"** attached hereto.

K. The primary term of the Ground Lease commenced on September 30, 2005 and terminates on September 30, 2035. There is one (1) ten (10) year extension option available to Tenant pursuant to Section 3(b) of the Ground Lease, as amended.

2. Miscellaneous.

A. This Consent Agreement may not be changed, modified, discharged or terminated except by a writing executed by Tenant, Lender and Ground Lessor, its successors or assigns, expressly so doing. Notwithstanding the foregoing, this Consent Agreement shall terminate upon satisfaction of the Mortgage.

B. The Ground Lease shall not be canceled, or terminated, without Lender's written consent thereto; provided, however, that nothing in this Consent Agreement shall be deemed to prevent the termination of the Ground Lease without Lender consent, in accordance with its terms, including but not limited to, a termination upon the expiration of the initial term or any extension term, or a termination as a result of an uncured default under the Ground Lease after the expiration of applicable notice and cure rights, or a termination of the Ground Lease following the exercise of the provisions of Section 34 of the Ground Lease, or the removal from the Ground Lease pursuant to Sections 1(p) or 34, of any portion of the Leased Premises which is or has become part of the Ground Lease. The Ground Lease may be modified or amended without Lender's written consent thereto, except the Lender's written consent shall be required to any amendment to: the definition of "Northside Parcel" in the Ground Lease other than those provided for in subparagraph 1(p)(i); shorten the Initial Term of the Ground Lease in Section 3(a); shorten the Extension Term of the Ground Lease in Section 3(b); increase the rental amount required under the Ground Lease in Section 4 (except rental adjustments pursuant to Section 4 are permitted); amend the use provisions in Section 5; make material deviations to Section 7; make material deviations to the Tenant's requirements under Section 8; modify the events of default under the Ground Lease in Section 19; amend the provisions of Sections 2, 6(d) or (k), 18, 23(a), 34, and 36(p) of the Ground Lease, and/or amend Exhibit I of the Ground Lease.

C. Ground Lessor and Tenant do not have actual knowledge, as of the date hereof, of any existing default by reason of any act or omission of the Ground Lessor or Tenant and Ground Lessor and Tenant have no actual knowledge of any event that has occurred as of the date hereof that authorizes or with the lapse of time will authorize Ground Lessor to terminate the Ground Lease.

(i) Ground Lessor acknowledges that the Ground Lease is in full force and effect and that to the knowledge of Ground Lessor there has been no assignment, amendment, modification, supplement, guaranty or other agreement of any kind relating to the Ground Lease except Amendments No. 1, 2 and 3 thereto, the financing documents relating to the Obligations and the subleases identified on **Exhibit "B"** hereto.

(ii) Tenant acknowledges that the Ground Lease is in full force and effect and there has been no assignment, amendment, modification, supplement, guaranty or other agreement of any kind relating to the Ground Lease except Amendments No. 1, 2 and 3 thereto, the financing documents relating to the Obligations and the subleases identified on **Exhibit "B"** hereto.

(iii) Tenant and Ground Lessor acknowledge that all rent and other charges payable under the Ground Lease have been paid in full through the date hereof. As of the date hereof, Ground Lessor and Tenant know of no defenses, offsets, credits, claims or counterclaims to their obligations under the Ground Lease.

D. Lender shall provide Ground Lessor with a copy of any written consent to any termination, cancellation, disaffirmance, modification, change, surrender, supplement, alteration or amendment of or election under the Ground Lease made by the Tenant contemporaneously upon providing notice of its consent to such action to Tenant, provided, that in accordance with Section 2.B. hereof, nothing contained herein shall obligate Lender to consent to any such termination, cancellation, disaffirmance, modification, change, surrender, supplement, alteration or amendment of or election under the Ground Lease. A termination, cancellation, or modification required by Ground Lessor pursuant to the terms of the Ground Lease, including applicable notice and cure periods, shall not require consent of the Lender, except as provided in Section 2.B. hereof.

E. This Consent Agreement shall be binding on and inure to the benefit of Lender, Tenant, Ground Lessor and their respective successors and assigns, as well as any participants in a syndication led by Lender with respect to the Obligations secured by the Mortgage ("Participants").

F. This Consent Agreement shall not be binding on any party hereto unless and until it has been executed by all parties hereto. This Consent Agreement may be executed in counterparts, which when taken together, shall constitute one Consent Agreement

G. The parties hereto do not intend to directly or indirectly benefit any third party by this Consent Agreement, other than the Participants, if any. Therefore, the parties agree that there are not third party beneficiaries of this Consent Agreement, other than the Participants, if any, and that no third party shall be entitled to assert any right or claims against any of the parties hereto based upon this Consent Agreement.

H. The Ground Lessor, by its execution of this Consent Agreement does not intend to, nor shall it be deemed to, waive any police, regulatory or eminent domain powers of the Ground Lessor.

**CONSENT TO THIRD PARTY FINANCING AGREEMENT AND ESTOPPEL
BETWEEN BROWARD COUNTY; SHELTAIR AVIATION NORTHSIDE, LLC; AND
BANKUNITED and TD BANK, N.A.**

IN WITNESS WHEREOF, the parties hereto have caused this Consent Agreement to be executed by their duly authorized officers, as of the date and year first written above.

EXECUTED as of this ___ day of August, 2010.

ATTEST:

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through its Board
of County Commissioners

By _____

____ day of August, 2010

Approved as to form by
Office of the County Attorney
for Broward County, Florida
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue Fort
Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopy: (954) 357-7641

By: _____
Name: TRACY MEYER
Title: ASSISTANT COUNTY ATTORNEY

**CONSENT TO THIRD PARTY FINANCING AGREEMENT AND ESTOPPEL
BETWEEN BROWARD COUNTY; SHELTAIR AVIATION NORTHSIDE, LLC; AND
BANKUNITED and TD BANK, N.A.**

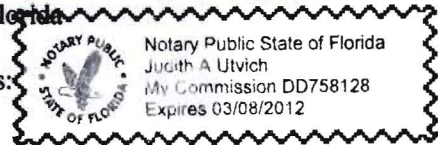
SHELTAIR AVIATION NORTHSIDE, LLC, a
Florida limited liability company, as Tenant

By: *Gerald M Holland*
Name: Gerald M Holland
Title: Managing Member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of August, 2010, by Gerald M Holland, as Managing Member of SHELTAIR AVIATION NORTHSIDE, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Judith A Utvich
Printed Name: Judith A Utvich
Notary Public State of Florida
Serial Number (if any):
My Commission Expires:



**CONSENT TO THIRD PARTY FINANCING AGREEMENT AND ESTOPPEL
BETWEEN BROWARD COUNTY; SHELTAIR AVIATION NORTHSIDE, LLC; AND
BANKUNITED and TD BANK, N.A.**

BANKUNITED

By: [Signature]
Name: JASON SHRODE
Title: VP

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of August, 2010, by Jason Shrode, as VP of BANKUNITED. He is personally known to me or has produced _____ as identification.



MINDY GABRIEL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0949548
Expires 1/3/2014

[Signature]
Printed Name: _____
Notary Public State of Florida
Serial Number (if any): _____
My Commission Expires: _____

TD BANK, N.A., a national banking
association

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of August, 2010, by _____, as _____ of TD BANK, N.A. He is personally known to me or has produced _____ as identification.

Printed Name: _____
Notary Public State of Florida
Serial Number (if any): _____
My Commission Expires: _____

**CONSENT TO THIRD PARTY FINANCING AGREEMENT AND ESTOPPEL
BETWEEN BROWARD COUNTY; SHELTAIR AVIATION NORTHSIDE, LLC; AND
BANKUNITED and TD BANK, N.A.**

BANKUNITED

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of August, 2010, by _____, as _____ of BANKUNITED. He is personally known to me or has produced _____ as identification.

Printed Name: _____
Notary Public State of Florida
Serial Number (if any): _____
My Commission Expires: _____

TD BANK, N.A., a national banking
association

By: _____
Name: Kimrey Newlin
Title: Vice President

STATE OF FLORIDA
COUNTY OF ~~BROWARD~~ Miami Dade

The foregoing instrument was acknowledged before me this 18 day of August, 2010, by Kimrey Newlin, as officer / VP of TD BANK, N.A. He is personally known to me or has produced DRIVERS License as identification.

Wendy Carrion
Printed Name: Wendy Carrion
Notary Public State of Florida
Serial Number (if any): DD 827625
My Commission Expires: 10-1-2012

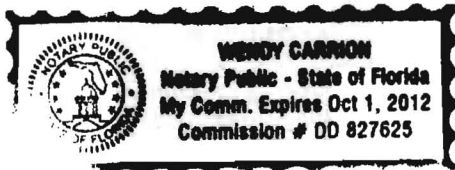


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1 - NORTHSIDE PROPERTY

Leasehold Estate as created by the new Agreement of Lease from Broward County to Sheltair Aviation, LLC, for the property described on Schedule A, executed on October 20, 2004, by Sheltair Aviation Center, LLC, and executed by Broward County on November 9, 2004, as amended by Amendment No. 1 to Lease for Northside property at Fort Lauderdale-Hollywood International Airport, executed April 26, 2005, by Sheltair Aviation Center, LLC, and executed May 10, 2005 by Broward County, which lease was assigned by Sheltair Aviation Center, LLC to Sheltair Aviation Northside, LLC, and was modified by Amendment No. 2 to the Lease, which Lease, as amended, is evidenced by that certain Memorandum of Lease for Northside Property at Fort Lauderdale-Hollywood International Airport dated September 30, 2005, and recorded October 3, 2005, in Official Records Book 40639, page 1909, of the Public Records of Broward County, Florida, demising the following described property:

Parcel A:

A parcel of land being a portion of Tract "A" of FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, according to the plat thereof as recorded in Plat Book 114, Page 45 of the Public Records of Broward County, Florida, and being a portion of Section 22, Township 50 South, Range 42 East, said parcel being described as follows:

Commence at the West one-quarter (W 1/4) corner of Section 22, Township 50 South, Range 42 East; thence on an assumed bearing of South 01 degrees 06' 20" East along the West boundary of said Section 22, a distance of 1324.96 feet to the South right of way line of Perimeter Road; thence North 89 degrees 15'01" East along said South line, a distance of 340.00 feet to the Point of Beginning; thence continue North 89 degrees 15'01" East along said South line, a distance of 560.77 feet; thence South 00 degrees 00'23" West, a distance of 140.45 feet; thence South 89 degrees 16'13" West, a distance of 558.02 feet; thence North 0 degrees 07'04" West, a distance of 140.25 feet to the Point of Beginning.

AND TOGETHER WITH:

PARCEL B:

Commence at the West one-quarter (W 1/4) corner of Section 22, Township 50 South, Range 42 East; thence on a grid bearing of South 01 degrees 06'20" East along the West boundary of said Section 22, a distance of 1465.09 feet; thence North 89 degrees 16'13" East 340.00 feet to the Point of Beginning; thence continue North 89 degrees 16'13" East 558.02 feet; thence South 00 degrees 00'23" West 600.05 feet; thence North 89 degrees 16'13" East 75.00 feet; thence South 00 degrees 00'23" West 344.04 feet to a point 640 feet North of and parallel with the centerline of Runway 9L-27R; thence South 89 degrees 59'29" West 614.80 feet; thence North 01 degrees 06'19" West 936.29 feet to the Point of Beginning.

Said lands situate in Broward County, Florida.

Subject to the Interstate 595 right of way Easement and Limited Access Air Rights according to the Florida Department of Transportation Right-of-Way Maps, Section 86095-2406, dated February 16, 1993.

Subject to Federal Aviation Administration Requirements and Approvals according to the "Fort Lauderdale-Hollywood International Airport", as recorded in Plat Book 114, Page 45, of the Public Records of Broward County, Florida.

EXHIBIT "B"

SUBLEASES
[see attached]

SheltAir Avlation Northside, LLC

Agri Commodity Trade, LLC
Air Flight- C412
Allegiant Air, LLC
Alpha-Tech
Arinc
Aviation Maintenance Man.- C152 #16EF
Blue Sky
Clinicorp Imaging, Corp - G200
Colombian AirForce
FAA
Gold Aviation
Inversiones 2 de Marzo
Johnson Aviation (2 King Air, 2 Boekow, 2 Cessna)
Locair, Inc
Lynch Avionics
Majestic Jet
Pet Airways
Professional Contractor's Services, Inc
Prviate Jet, LLC
RR Group Aviation, LLC - BE-400
Small Hope Bay
South Aviation
UPS