

CONSENT TO SUBLEASE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

BROWARD COUNTY, a political subdivision of the State of Florida, the Lessor, under that certain Lease Agreement at Fort Lauderdale-Hollywood International Airport (FLL) with EMBRAER AIRCRAFT HOLDING, INC, as Lessee, dated April 17, 1990, as amended ("Lease") hereby consents to Lessee's entering into an Office and Hangar Lease Agreement with AZORRA AIRPORT HOLDINGS LLC, as Sublessee ("Sublease"), and consents to all subsequent amendments, renewals or extensions of such Sublease, subject to the following:

Notwithstanding any provision of the Sublease to the contrary, the County hereby rejects any provision in the Sublease, or in any amendments, renewals or extensions thereof, if any, which gives a greater right to the Sublessee than that which the Lessee has under the Lease. In addition, the County rejects any provision in the Sublease or in any amendments, renewals or extensions thereof which purports to give the Sublessee a right or interest in the premises independent of the Lease. It is the express intent of the County in giving its consent that any forfeiture, loss or termination of the Lease shall automatically terminate the Sublease including any amendments, renewals or extensions thereof, and any other subleases of the premises. In giving its consent, Broward County does not in any manner adopt, accept or approve the terms of the Sublease, as it may be amended, renewed or extended. Lessee shall remain liable to County for all rights and obligations contained in its Lease with the County, notwithstanding any provision in the Sublease, as it may be amended, renewed or extended to the contrary.

COUNTY

ATTEST:

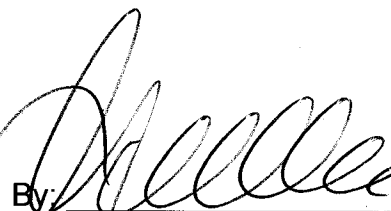
BROWARD COUNTY, by and through
its Board of County Commissioners

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

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Phone: 954-359-6100
Fax: 954-359-1292

By:  11/15/17
Alexander J. Williams (Date)
Assistant County Attorney

By:  11/15/17
Nancy A. Rubin (Date)
Assistant County Attorney

**CONSENT TO SUBLEASE
INFORMATION FORM FOR BROWARD COUNTY AVIATION DEPARTMENT**

Please provide the following information when submitting a request for a Consent To Sublease

- 1. Lessor's full name: Embraer Aircraft Holding, Inc.
- 2. Lessee's full name: Azorra Airport Holdings, LLC
- 3. Address of Leased Premises: 350, 360, 370 SW 34th Street
Fort Lauderdale, FL 33315

4. Effective date of sublease: Upon approval by the Director of Aviation

5. A. Type of facility being sublet (Please check one)

- Administrative office space
- Aircraft parking ramp
- ~~Warehouse~~ Maintenance Facility/Hangar

B. If operation is other than administrative office space, please submit the attached Exhibit A for environmental documentation.

6. Size of facility being sublet (square feet): 574,125

7. Monthly rent to be paid by Sublessee: \$ 25,405⁶⁰

8. Please complete the following:

A. Detailed description of Sublessee's function:

Parking and storage of aircraft, including all
line and concierge services.

B. Type of business Sublessee will conduct at:

- FLL: Storage of aircraft within hangars and on ramp, including office
- ~~NPA~~ Rental for tenants associated with the aircraft line service, marshalling
(Include if applicable, company name(s) Sublessee will provide services for at FLL or NPA) and concierge services.

If a subtenant is being replaced, please provide the name of replaced subtenant

Name of Subtenant: H-Aviation
(Replaced)

Please submit this form along with one complete copy of the sublease to:
Broward County Aviation Department
Business Division
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312

Note: Requests for Consent To Sublease must be submitted **at least 2 weeks prior** to the anticipated effective date of the Sublease.

AGREEMENT OF SUBLEASE

THIS AGREEMENT OF SUBLEASE (this "Sublease") is made and entered into as of the ___ day of _____, 2017, (the "Effective Date"), by and between EMBRAER AIRCRAFT HOLDING, INC., a Delaware corporation ("Sublessor") and AZORRA AIRPORT HOLDINGS LLC, a Florida limited liability company ("Sublessee").

RECITALS

This Sublease is made with reference to the following:

A. By Agreement of Lease dated April 17, 1990, as amended by Amendments No. 1, 2, 3, 4 and 5 to Agreement of Lease (as so amended, the "Master Lease"), Broward County, a political subdivision of the State of Florida (the "County") leased to Sublessor, as lessee, certain real property in Broward County, Florida located at the Fort Lauderdale-Hollywood International Airport and defined in the Master Lease as the "Premises."

B. Sublessee desires to sublease from Sublessor a portion of the Premises comprising approximately 574,125 square feet, such portion being described more particularly on Exhibit A attached hereto, and the improvements thereon (such real property, including any site or other limited improvements presently located thereon, being hereinafter referred to as the "Subleased Premises").

NOW THEREFORE, in consideration of the rents and other sums herein agreed to be paid to Sublessor and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Subleased Premises. Subject to the Master Lease, Sublessor hereby leases the Subleased Premises to Sublessee for the rent and upon the terms and conditions set forth herein. Sublessee hereby rents the Subleased Premises from Sublessor in accordance with the terms and conditions set forth herein, effective as of the date on which the Required Approvals (as defined below) are obtained pursuant to Section 33 hereof (the "Sublease Commencement Date").

2. Specifications. Sublessee accepts the Subleased Premises in its "as-is" condition existing on the Sublease Commencement Date, without requiring any alterations, improvements, repairs or decorations to be made by Sublessor, or at Sublessor's expense, either at the time possession is given to Sublessee or during the Term or any extension thereof. In connection therewith, Sublessee represents that it has thoroughly examined the Subleased Premises. Sublessee acknowledges and agrees that, except as expressly set forth herein, Sublessor has made no representations or warranties to Sublessee concerning the Subleased Premises or the condition thereof, and Sublessor has made no warranty of habitability or fitness for any particular use.

3. Term. The term of this Sublease (the "Term") shall commence on the Sublease Commencement Date and shall expire at the Termination Date of the Master Lease (as defined in the Master Lease), unless sooner terminated pursuant to any provision herein. Provided Sublessee is not in default hereunder, in the event that Sublessor obtains an extension of the term of the Master Lease beyond the Termination Date and intends to continue to sublet the Subleased



Premises, Sublessee shall have the option to extend the Term of this Sublease to the end of the extended term of the Master Lease on written notice to Sublessor, with Base Rent to be determined based upon fair market rates.

4. Rent.

(A) **Base Rent.** From and after the Sublease Commencement Date, the base annual rent (the "Base Rent"), subject to the escalations and increases provided for in Section 5 of the Master Lease and this Sublease, shall be calculated as follows and shall be payable in monthly installments thereof on the first day of each month (and prorated on a per diem basis for any partial month), in advance:

<u>Parcel</u>	<u>Size (SF)</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
A	497,140	\$263,987.26	\$21,998.93
B	35,858	\$ 19,041.02	\$ 1,586.75
C	41,127	\$ 21,838.93	\$ 1,819.92
Totals	574,125	\$304,867.20	\$25,405.60

The Base Rent has been and shall continue to be increased each such time, and pursuant to the same mechanism as per the Master Lease (As of the Effective Date hereof, the current monthly Base Rent, as adjusted pursuant to the Master Lease is \$25,405.60). For the sake of clarity, the Base Rent shall increase pursuant to Section 5 of the Master Lease, as follows:

- (i) **Appraisal Rent Adjustment.** On April 17, 2020 and April 17, 2030, the Master Lease calls for the annual rental to be adjusted (up or down) to an amount equal to the "fair market rental amount" (as defined in the Master Lease) of the Premises. Prior to April 17, 2020, the "fair market rental amount" of the Premises did not take into account the existence and condition of the buildings and improvements located on the Premises. On April 17, 2020 and April 17, 2030, the "fair market rental amount" shall be determined by taking into account the existence and condition of the buildings and improvements on the Premises. In the event of any such increase or decrease, the Base Rent payable under this Sublease shall also be adjusted to the fair market rental amount for the Subleased Premises.
- (ii) **CPI Rent Adjustment.** The Master Lease calls for annual rent adjustments on April 17, 2021 and on each April 17 thereafter (each, an "Adjustment Date") (excluding April 17, 2030 which shall be subject to adjustment pursuant to the subparagraph (i) above), during the Term of the Master Lease. Upon any such increase becoming effective, the Base Rent under this Sublease shall be increased by the same percentage as the percentage increase under the Master Lease. For example, if the Consumer Price Index adjustment were to cause the rent under the Master Lease to increase by five percent (5%) pursuant to Section 5 of the Master Lease, then the Base Rent under this Sublease would also increase by five percent (5%) effective as of the same time as the rent increase under the Master Lease.

Sublessor will provide Sublessee with copies of any correspondence, notices, or documents related to adjustment of rent under the Master Lease and will allow Sublessee to provide input to



Sublessor in advance of any proceedings related to the adjustment of rent that would affect the Subleased Premises.

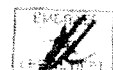
(B) It is understood that the Base Rent shall continue at the rate then in effect until the County provides notice of the adjusted rental amount under the Master Lease. Upon notice from the County of the adjustment rental amount under the Master Lease, the adjustment under this Sublease shall be retroactive to the Adjustment Date, and such retroactive amount shall be due and payable within thirty (30) calendar days after such determination. Furthermore, it is understood that the County may change the Adjustment Dates as described in Section 5(d) of the Master Lease.

(C) All rental and other payments shall be made to Sublessor at 276 S.W. 34th Street, Fort Lauderdale, FL 33315, Attn: Chief Financial Officer, or at such other place and to such other person as Sublessor may designate in writing from time to time. All rentals shall be paid in lawful money of the United States of America, without demand therefor and without deduction, setoff, counterclaim or abatement.

5. Taxes. In addition to the rent provided for herein required to be paid by Sublessee, during the Term and any renewal hereof, Sublessee shall pay immediately upon becoming due and payable any real property, personal property, sales and/or use or other taxes, ordinary or extraordinary, including special assessments, relating to the Subleased Premises and required to be paid under any applicable laws or regulations; provided that in no event shall Sublessee be obligated pursuant to this Section 5 to pay any income, unincorporated business, franchise, inheritance, foreign ownership or control taxes or similar taxes, imposed on Sublessor. Sublessee shall, in the event real estate taxes are due and payable with respect to the Subleased Premises, cooperate with Sublessor in establishing a separate tax lot for the Subleased Premises or other arrangement pursuant to which a separate assessment for the Subleased Premises can be obtained. In the event real estate taxes and assessments are levied against the Premises and a separate tax lot has not been established for the Subleased Premises, all real estate taxes and assessments shall be reasonably allocated between the Premises and the Subleased Premises based on the size and value of the Subleased Premises compared to the entire Premises.

6. Insurance. Sublessee shall obtain and maintain all insurance types and coverage as specified in the Master Lease to be obtained and maintained by Sublessor as lessee, in amounts not less than those specified in the Master Lease, and in addition Sublessee shall in all events obtain and maintain all risk insurance insuring all improvements on the Subleased Premises, lessee's liability coverage, including operations and hangar use, and environmental pollution coverage. All policies of insurance obtained by Sublessee for the Subleased Premises shall name the County and Sublessor as additional insured therein, and shall contain a waiver of subrogation by Sublessee's insurer for the benefit of the County and Sublessor. Sublessee's insurance shall be primary over the County's and Sublessor's insurance. Sublessee will deliver to Sublessor annually certificates reflecting that Sublessee has obtained and is maintaining the required insurance coverage in the appropriate amounts, or copies of the actual insurance policies, if requested by Sublessor.

7. Utilities. During the Term and any renewal hereof, Sublessee shall pay all charges for gas, electricity, sewer, garbage collection, water, telephone and any other utilities used upon or in connection with the Subleased Premises, if any, immediately upon such charges becoming due and



payable. Such charges include, but are not limited to, all deposits, tap, hook-up and connection fees, and monthly bills.

8. Assignment and Subletting.

(A) The terms of this Sublease, including the provisions relating to rent and use, have been negotiated by Sublessor and Sublessee based on the premise that Sublessee will be the occupant of the Subleased Premises for the full Term. The parties have therefore agreed that Sublessee shall have no right to transfer, assign, sublet or enter into license or concession agreements, or mortgage or hypothecate this Sublease or Sublessee's interest in the Subleased Premises or any part thereof without Sublessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(B) Sublessee shall not have the right to transfer, assign, sublet, or enter into license or concession agreements for the Subleased Premises with any competitors of Sublessor without the prior written consent of Sublessor. In the event Sublessor or any Affiliate of Sublessor is no longer the sublessor hereunder, the aforementioned restriction regarding competitors shall be void. For purposes of this Agreement, "Affiliate" shall mean an entity that is controlled by or under common control with Sublessor or Sublessee as applicable, and control for such purposes shall mean ownership of not less than fifty percent of all the voting stock or equitable interest in such corporation or entity. For purposes of this paragraph, competitors of Sublessor shall be defined as persons, companies or entities engaged in the following business activities: (i) the manufacturing, assembling, and sale of aircraft, (ii) the leasing of aircraft that have not been manufactured by Sublessor, an Affiliate of Sublessor or such company, (ii) the selling of aircraft parts for aircraft manufactured by Sublessor, an Affiliate of Sublessor, or such company, or (iii) training associated with such sales.

(C) Furthermore, if at any time Sublessee desires to transfer, assign, sublet, or enter into a license or concession agreement with respect to this Sublease or the Subleased Premises to any party other than (i) Affiliates of Sublessee which are based in the United States of America and which have a minimum net worth necessary to satisfy the terms and conditions of this Sublease, (ii) the Guarantor (defined in Section 35 below), or (iii) an Affiliate of Guarantor, Sublessor shall have the right of first refusal (the details of which are outlined in subparagraph (G) below) with respect to any such transfer, assignment, subletting, license or concession agreement; excepting, however, occupancy, license and concession agreements as set forth in subparagraph E below.

(D) Any attempted transfer, assignment, subletting, license or concession agreement, mortgage or hypothecation in violation of the provisions of this Section shall be void and confer no rights upon any third person. Any transfer of this Sublease from Sublessee by merger, consolidation, liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be included in the term "assignment" for the purposes of this Sublease and shall be subject to the provisions hereof. Sublessor may require that Sublessee pay Sublessor for its reasonable administrative, legal and accounting costs arising from the implementation of such transaction.

(E) Notwithstanding anything set forth above in this Section, Sublessee shall have the right to (i) transfer, assign, sublet, or enter into license or concession agreements for the



Subleased Premises with an Affiliate of Sublessee that is based in the United States of America and which has a minimum net worth necessary to satisfy the terms and conditions of this Sublease, the Guarantor, or an Affiliate of Guarantor, and (ii) enter into leases or other occupancy agreements for office or hangar space with customers of Sublessee or its Affiliates in the ordinary course of business of Sublessee or its Affiliates, without the prior written consent of Sublessor; provided, however, such leases or other occupancy agreements automatically terminate upon the termination of this Sublease or are for periods less than the Term of this Sublease and comply with the terms of the Master Lease. In any instance described in (i) above and in any instance described in (ii) above that will require the consent of the County under the Master Lease, Sublessee shall obtain the consent of the County, if necessary, and shall give Sublessor at least thirty (30) days advance written notice thereof and such information regarding the Affiliate as Sublessor may reasonably require.

(F) In the event this Sublease is assigned by Sublessee to any party, the Guarantor's obligations under the Guaranty (as defined in Section 35) shall remain in full force and effect and shall not be reduced, diminished or discharged as a result of said assignment.

(G) For purposes of the Right of First Refusal set forth in subparagraph (C) above, in the event Sublessee receives an acceptable written offer (an "Offer") from a third party regarding a transfer, assignment, subletting, license or concession agreement with respect to this Sublease or the Subleased Premises, Sublessee will advise Sublessor in writing of the existence and terms of the Offer. Sublessor will then have thirty (30) business days from receipt of Sublessee's notice of the Offer to notify Sublessee in writing that Sublessor desires to enter into the same agreement on the same terms and conditions as the Offer, and Sublessor's notice shall be binding on Sublessor.

(H) If Sublessee is a corporation, unincorporated association or partnership, (i) a transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership by any stockholder or partner, or (ii) any dilution of such stock or interest in such corporation, association or partnership, which results in a change in the control thereof by the person, persons or entities owning a majority interest as of the date of this Sublease, shall be deemed to be an assignment of this Sublease; provided however that nothing herein shall prohibit transfers of ownership interests among existing owners.

(I) In addition to the requirements set forth above in this Section, any transfer, assignment, subletting, license or concession agreement, mortgage or hypothecation of this Sublease or the Subleased Premises shall be subject to the restrictions thereon set forth in the Master Lease.

(J) The consent by Sublessor to any transfer, assignment, subletting, license or concession agreement, mortgage or hypothecation of this Sublease or the Subleased Premises, including any of the same to an Affiliate, shall not constitute a waiver or release of Sublessee or Guarantor from the terms of any covenant or obligation contained in this Sublease. In the event that Sublessee is in default of any term or provision of this Sublease, Sublessee hereby assigns to Sublessor any and all rents due from any transferee, assignee, subtenant, licensee or concessionaire of Sublessee and authorizes Sublessor to collect all such amounts from such parties.



9. Fueling on the Subleased Premises. As long as Sublessee is subleasing the Subleased Premises from Sublessor pursuant to this Sublease, Sublessee may use any authorized fuel provider at Fort Lauderdale-Hollywood International Airport (the "Airport"), including but not limited to Jetscape Services or an Affiliate thereof to obtain fuel for its operations on the Subleased Premises, provided said Affiliate is an authorized fuel provider at the Airport, and Sublessee may designate any such authorized fuel provider as the exclusive authorized fuel provider for the Subleased Premises.

10. Construction of Improvements by Sublessee.

(A) Sublessee may only make improvements to the Subleased Premises strictly in compliance with the Master Lease, including, without limitation, Section 38 thereof. Sublessee shall submit to Sublessor copies of all documents required to be submitted to the County prior to the time such documents are submitted to the County and same shall be submitted to County only once approved by Sublessor. All improvements to the Subleased Premises shall be performed at Sublessee's sole cost and expense; provided that Sublessor may elect, in its sole and absolute discretion, to share in or contribute to the cost of certain site development costs if and to the extent the same are beneficial to Sublessor's adjoining property.

(B) If the County requires the removal or demolition of the improvements on the Subleased Premises upon the current expiration date (as of the Effective Date hereof) of the Master Lease, as it has the right to do pursuant to Section 24 of the Master Lease, Sublessee shall cause such improvements located on the Subleased Premises to be removed or demolished in accordance with the time frames, conditions and other requirements of the County pursuant to the Master Lease and shall bear all costs and expenses in connection therewith.

11. Maintenance. Sublessee shall at all times during the Term maintain the Subleased Premises, including all building systems. Sublessee shall comply with all requirements contained in the Master Lease relating to the construction, alteration or maintenance of improvements on the Subleased Premises. All such maintenance shall be performed at Sublessee's sole cost and expense.

12. Use.

(A) Sublessee shall use the Subleased Premises for (i) an aviation support facility for the storage and maintenance of aircraft belonging to customers of Sublessee or its Affiliates and other third parties with whom Sublessee has or may hereafter enter into contractual arrangement for the storage of aircrafts, or (ii) any other use permitted pursuant to the Master Lease. Sublessee shall not use the Subleased Premises, or permit the Subleased Premises to be used, in any manner that is impermissible under the Master Lease, that constitutes a public or private nuisance or that interferes with the lawful use of the other portions of the Premises demised by the Master Lease by Sublessor. Sublessee shall comply with all present and future laws, ordinances, regulations and requirements of all federal, state and other governmental authorities relating to the use of or construction of improvements on the Subleased Premises. If any such law, ordinance, regulation or requirement requires an occupancy or use permit for the Subleased Premises, then Sublessee shall obtain and keep current such permit at Sublessee's sole cost and expense and promptly deliver a copy thereof to Sublessor.



(B) Sublessee shall pay any business, rent or other taxes that are now or hereafter levied upon Sublessee's use or occupancy of the Subleased Premises, the conduct of Sublessee's business at the Subleased Premises, or Sublessee's equipment, fixtures or personal property. In the event that any such taxes are enacted, changed or altered so that any of such taxes are levied against Sublessor, or the mode of collection of such taxes is changed so that Sublessor is responsible for collection or payment of such taxes, Sublessee shall pay any and all such taxes to Sublessor, as the case may be, upon written demand from Sublessor.

13. Defaults: Remedies. The occurrence of any of the events set forth in Section 20 of the Master Lease by Sublessee, or with respect to the Subleased Premises, following the expiration of any notice or cure periods set forth therein (as modified by Section 23 hereof), shall constitute a default hereunder and shall entitle Sublessor to exercise all remedies provided for in the Master Lease, this Sublease, at law or in equity. The terms of Section 20 of the Master Lease shall apply to both the Master Lease and this Sublease and shall be interpreted accordingly *mutatis mutandis*; e.g., if reference is made to covenants "set forth in this Agreement," or "hereunder," such term shall be deemed to refer to both such items as contained in the Master Lease as well as such items as contained in this Sublease; Sublessee shall be deemed substituted for LESSEE, and Sublessor shall be deemed substituted for COUNTY. For example, clause (6) thereof, which reads "The LESSEE shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the COUNTY. . ." shall be interpreted to mean "[Sublessee] shall fail duly and punctually to pay the rentals or to make any other payment required under [this Sublease] when due to [Sublessor] . . ."

14. Environmental Matters. Sublessee agrees to cooperate fully with Sublessor in connection with any environmental remediation procedures, including monitoring wells, if any, to be performed on or affecting the Subleased Premises by persons authorized by Sublessor. Furthermore, Sublessee agrees to indemnify and hold Sublessor and County harmless from any and all losses, claims, liabilities and actions arising out of or relating to any failure by Sublessee to comply strictly with the provisions of Section 39 of the original Master Lease and Paragraph 9 of the Amendment No. 2 to the Master Lease, relating to actions or occurrences taking place on the Subleased Premises on or after the Sublease Commencement Date. Sublessor agrees to indemnify and hold Sublessee harmless from any and all losses, claims, liabilities and actions arising out of or relating to any failure by Sublessor to comply strictly with Section 39 of the Master Lease relating to actions or occurrences taking place on or after the date that Sublessor first leased the Subleased Premises and prior to the Sublease Commencement Date. Sublessee shall provide Sublessor with access to the Subleased Premises to the extent necessary to evaluate, remediate or monitor any environmental matters for which Sublessor has responsibility.

15. Sublessee's Personal Property. Upon the expiration or earlier termination of this Sublease, Sublessee shall remove all of its furniture, furnishings and equipment, shall repair all damage resulting from such removal or its use of the Subleased Premises and shall surrender the Subleased Premises, together with all improvements thereon, in good condition, subject only to reasonable wear and tear and to damage, if any by fire or other casualty. The obligations of Sublessee as herein provided shall survive the termination of this Sublease.

16. Pre-Conditions. Prior to the commencement of the Term of this Sublease, Sublessor shall obtain:



(i) the consent of County to Amendment 5 to the Master Lease (the "Fifth Amendment") in form and substance satisfactory to Sublessor and Sublessee, providing for the amendment of Amendment No. 2 to, at a minimum, delete paragraph 3 thereof to permit Sublessee to grant a mortgage on the subleasehold, with the prior consent of County, and, to the extent necessary, amend paragraph 5 thereof to permit fueling on the Subleased Premises so long as the fuel is provided by an authorized fuel provider at the Airport, including, but not limited to, Jetscape Services or an Affiliate thereof that is an authorized fuel provider at the Airport;

(ii) the consent of County to this Sublease and a letter from the Aviation Department in the form attached hereto.

If Sublessor is unable to procure such agreements within ninety (90) days from the Effective Date of this Sublease, then this Sublease shall be automatically null and void.

17. Surrender of Possession. Upon the expiration or termination of this Sublease, Sublessee shall promptly, quietly and peaceably deliver the Subleased Premises to Sublessor.

18. Governing Law. This Sublease shall be governed by the laws of the State of Florida. Venue for any action arising under or in connection in any manner with this Sublease shall be the state and federal courts sitting in and for Broward County, Florida.

19. Terms of Master Lease.

(A) All of the terms, provisions, covenants and conditions of the Master Lease are incorporated herein by reference and hereby made a part of and are superior to this Sublease, except that Sections 5.B.3. and 36 are excluded, and except as other provisions of the Master Lease are expressly excluded or superseded by the terms herein..

(B) Sublessee shall be obligated, however, to pay only the Base Rent provided for in this Sublease (as may be modified in accordance with Section 4 hereof) and not the amounts of annual rent provided to be paid by Sublessor under the Master Lease, and as between the parties hereto, Sublessee hereby assumes all of the obligations of Sublessor, as lessee under the Master Lease, but only to the extent they are applicable to the Subleased Premises. Sublessor shall have all of the rights of the County under the Master Lease as against Sublessee and, as between the parties hereto, Sublessor agrees to observe and perform the terms, covenants and conditions on its part to be observed and performed hereunder, as well as to take all action reasonably necessary to observe and perform those applicable terms, covenants and conditions to be observed and performed by the County under the Master Lease with respect to the Subleased Premises. Sublessee shall have all rights of lessee under the Master Lease as against Sublessor, provided however, that (i) Sublessee shall have no rights against Sublessor arising under any of the paragraphs of the Master Lease which are expressly excluded or superseded by the terms of this Sublease, (ii) Sublessee shall have no rights against Sublessor arising out of County's breach or default of any of the County's obligations under the Master Lease, and (iii) Sublessee shall have no rights to deal directly with the County with respect to the Subleased Premises unless such rights are expressly consented to, in writing, by both the County and Sublessor. Notwithstanding anything in this Sublease to the contrary, Sublessee agrees that Sublessor shall not be obligated to furnish for Sublessee any services of any nature whatsoever, however, Sublessor shall be obligated to take all action



reasonably necessary to obtain the performance of and furnishing of such services for the Subleased Premises by the County pursuant to the terms of the Master Lease, but provided that Sublessor shall incur no liability in the event Sublessor is unable to obtain said services.

(C) Sublessor represents and warrants that (i) the Master Lease is in full force and effect, (ii) to the best of its knowledge, there is no event of default under the Master Lease, and (iii) there are no agreements, whether written or oral, between Sublessor and the County relating to the Subleased Premises other than the Master Lease and the Consent to be executed in the form attached hereto as Exhibit B.

(D) Sublessor shall not modify, amend, surrender, terminate or cancel the Master Lease in any way which affects in any material respect Sublessee's rights or obligations with respect to the Subleased Premises pursuant to this Sublease, without the prior written consent of Sublessee in each instance, such consent not to be unreasonably withheld in the case of any modification or amendment; provided, however, that the foregoing shall not impose any restrictions on Sublessor with respect to any of the foregoing actions which (i) affect portions of the Premises demised by the Master Lease other than the Subleased Premises, or (ii) do not affect Sublessee's rights or obligations with respect to the Subleased Premises pursuant to this Sublease.

(E) Sublessor agrees to perform in all material respects all of the terms, covenants and conditions contained in the Master Lease which are Sublessor's obligations thereunder except for those obligations which have been assumed by Sublessee pursuant to the terms of this Sublease.

(F) Sublessor shall notify Sublessee in the event that County defaults under the Master Lease in any manner that could lead to a termination of the Master Lease and shall allow Sublessee reasonable opportunity to participate in the resolution of such default.

(G) In the event that the County buys out or takes any portion of the Subleased Premises, Sublessor agrees that Sublessee shall be entitled to receive the proceeds of such buy out or taking allocable to the Subleased Premises.

20. Review of the Master Lease. Sublessor represents that it has provided Sublessee with a true copy of the Master Lease, attached hereto as Exhibit C, and Sublessee represents that it has reviewed such copy of the Master Lease, and that it is familiar with the contents thereof.

21. Covenants. Sublessee covenants and agrees that Sublessee will not do anything which would constitute a default under the Master Lease or omit to do anything which Sublessee is obligated to do under the terms of this Sublease and which would constitute a default under the Master Lease. Sublessee shall not take any actions which would impede or interfere with Sublessor's operations on the property demised by the Master Lease other than the Subleased Premises. Except in exercising its remedies hereunder following a default by Sublessee which continues beyond any applicable cure period, Sublessor shall not take any actions which would impede or interfere with Sublessee's operations on the Subleased Premises.

22. Sublessor's Right to Cure. In the event that Sublessee fails to pay any sums or perform any obligations required pursuant to the terms of this Sublease within the time limits set

forth in Section 23 below, which failure could result in the occurrence of a default under the Master Lease, the termination thereof, or otherwise materially and adversely affect Sublessor's rights and obligations pursuant to the Master Lease and the premises demised thereby, Sublessor shall have the right to take such actions as it deems reasonably necessary to cure such failure, and the cost thereof shall be payable by Sublessee to Sublessor as rent hereunder within fifteen days of presentation of an invoice therefor accompanied by supporting documentation. Furthermore, if the obligation not being performed by Sublessee is non-monetary in nature and is not capable of being cured within three days, Sublessor shall have the right to cure such default as described above if Sublessee has not commenced the remedy within fifteen days following notice and thereafter diligently pursued the remedy.

23. Time Limits. In the event Sublessee receives any notice to cure any default hereunder or under the Master Lease, which notice is based on a notice sent to Sublessor by the County pursuant to the Master Lease and relates to the Subleased Premises or to an act or omission of Sublessee, then Sublessee shall cure such condition no later than three days prior to the time required of Sublessor by Landlord for the cure thereof, provided that Sublessor shall have sent Sublessee a copy of such notice from County promptly after receipt of the notice.

24. Indemnification.

(A) Sublessee shall and hereby does indemnify and hold the County and Sublessor harmless from and against any and all actions, claims, demands, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) asserted against, imposed upon or incurred by the County or Sublessor by reason of (a) any violation caused, suffered or knowingly permitted by Sublessee, its agents, servants, employees or invitees of any of the terms, covenants or conditions of the Master Lease relating to the Subleased Premises, (b) any failure by Sublessee to perform the obligations under the Master Lease which it has assumed pursuant to this Sublease, and (c) any damage or injury to persons or property occurring upon or in connection with the use or occupancy of the Subleased Premises; provided, however, that in no event shall Sublessee have liability to Sublessor or the County for any of the foregoing events or acts to the extent they were caused by negligence or willful misconduct on the part of Sublessor or the County.

25. Brokers. Sublessee hereby represents and warrants that it has not dealt with any broker in connection with this Sublease for the Subleased Premises.

26. Quiet Enjoyment. Provided that Sublessee pays the rent provided for in this Sublease and observes and performs all of the terms, covenants and conditions in this Sublease on its part to be observed and performed, Sublessee's quiet enjoyment of the Subleased Premises shall not be disturbed by Sublessor or anyone claiming by, through or under Sublessor.

27. Late Charges. If Sublessee shall fail to pay any installment of rent or any additional rent, or other charges to be paid by Sublessee pursuant to this Sublease, within fifteen (15) days after the same becomes due and payable, Sublessee shall be obligated to pay a late payment charge equal to the greater of One Hundred Dollars (\$100.00) or five percent (5%) of any rent or charge not paid when due, to reimburse Sublessor for its additional administrative costs. In addition, any installments of rent, including any additional rent, or other charges to be paid by Sublessee pursuant to this Sublease which are not paid by Sublessee within thirty (30) days after the same becomes due and

payable shall bear interest at a rate equal to 18% per annum, accruing from the date such installment or payment became due and payable to the date of payment thereof by Sublessee. Such interest shall constitute additional rent due and payable to Sublessor by Sublessee upon the date of payment of the delinquent payment referenced above.

28. Lender Protections.

(A) Subject to the consent of the County in its sole discretion, and upon obtaining the prior written consent of Sublessor (which consent shall not be unreasonably withheld, conditioned or delayed) and subject to the terms of the proposed Fifth Amendment, Sublessee shall have the right from time to time to mortgage its leasehold estate created by this Sublease, in order to secure a mortgage loan upon the Subleased Premises; provided that if the lender is an unrelated third-party, such as a bank, savings and loan association, or insurance company, in no event shall the mortgage loan exceed 80% of the purchase price paid by Sublessee to the prior tenant of the subleased premises, if the mortgage is placed in the first three years of the term of this Sublease, or 80% of the appraised value of the improvements, exclusive of the value of the fee simple interest in the land constituting the Subleased Premises if the mortgage is placed after the third year of the term of this Sublease. In the event Sublessee mortgages its leasehold estate pursuant to the terms of this Sublease, Sublessee agrees to pay the reasonable attorney's fees of Sublessor and all other out-of-pocket costs that may be incurred by Sublessor in connection with said leasehold mortgage.

(B) In the event the leasehold mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, assignment in lieu of foreclosure, or otherwise, or operates and takes possession of the Subleased Premises (these actions for purposes of this Sublease, a "Leasehold Mortgage Foreclosure") said leasehold mortgagee shall be subject to all obligations under this Sublease so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Sublessee, and no actions taken pursuant to the terms of such mortgage, shall ever relieve or release Sublessee or Guarantor from their obligations to pay the rentals and other sums due hereunder and otherwise fully perform the terms and conditions of this Sublease. Furthermore, in the event Sublessor takes possession of the Subleased Premises due to a default by Sublessee under this Sublease or performs any of Sublessee's obligations pursuant to the terms of this Sublease, Sublessor shall have no obligations to any leasehold mortgagee then in existence.

(C) If and so long as Sublessee's leasehold estate is encumbered by a leasehold mortgage as provided above and written notice to such effect has been given to Sublessor, Sublessor agrees to give the holder of such leasehold mortgage written notice of any default hereunder by Sublessee, simultaneously with the giving of such notice to Sublessee, and the holder of any such leasehold mortgage shall have the right, for the period of time specified in Sections 13 and 23 hereof after such notice, or within any longer period of time specified in such notice, to take such action or to make such payment as may be necessary or appropriate to cure any such default so specified, it being the intention of the parties hereto that Sublessor shall not exercise Sublessor's right to terminate this Sublease without first giving any such leasehold mortgagee the notice provided for in this Section and affording any such leasehold mortgagee the right to cure such default as provided for herein. Sublessor agrees not to exercise any right that it may have to

terminate this Sublease so long as the leasehold mortgagee or its successor in interest is performing all of Sublessee's covenants, duties and obligations under the Sublease so that no default exists hereunder. Any written notices to any leasehold mortgagee shall be given to such address or addresses as may be specified in a written notice to Sublessor for the giving of notices to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgagee to Sublessor in writing.

(D) Sublessor further agrees to execute and deliver to any proposed leasehold mortgagee approved pursuant to Section 28 (A) above a Non-Disturbance and Attornment Agreement wherein Sublessor agrees that Sublessor will (i) recognize such mortgagee (or Affiliate thereof, if such mortgagee elects to succeed to Sublessee's interest by means of a wholly-owned subsidiary or special purpose company) after foreclosure, or assignment in lieu of foreclosure, as Sublessee hereunder, and (ii) continue to perform all of Sublessor's duties and obligations hereunder so long as such mortgagee or its Affiliate performs all of the duties and obligations of Sublessee hereunder, and in such event such mortgagee or its Affiliate agrees that it will attorn to Sublessor pursuant to this Sublease. In addition, at Sublessee's option, Sublessor consents to the following for the benefit of any leasehold mortgagee approved pursuant to Section 28 (A) above: (a) an assignment of Sublessee's share of the net proceeds from any award or other compensation relating to improvements on the Subleased Premises resulting from a total or partial (other than temporary) taking in accordance with the provisions of the Master Lease or a County buy out, (b) subject to the terms of the Master Lease, the entry of any leasehold mortgagee upon the Subleased Premises during business hours, without notice to Sublessor or Sublessee, to view the state of the Subleased Premises, (c) that a default by Sublessee under this Sublease shall constitute a default under any such leasehold mortgage, (d) an assignment of Sublessee's right, if any, to terminate, cancel, modify, change, supplement, alter or amend this Sublease, and (e) that effective upon any default in any such leasehold mortgage, the leasehold mortgagee may (w) foreclose the leasehold mortgage pursuant to a power of sale by judicial proceedings or other lawful means and sell the leasehold estate to the purchaser at the foreclosure sale, provided that such purchaser is approved by Sublessor pursuant to Section 8(A) above and agrees in writing for the benefit of Sublessor to assume the obligations of Sublessee pursuant to this Sublease, (x) enter and take possession of the Subleased Premises, manage and operate the same, collect the subrentals, issues and profits therefrom (subject to the rights of Sublessor hereunder), and cure any default under the leasehold mortgage or any default by Sublessee under this Sublease, and (y) subject and subordinate to the terms of this Sublease, assign Sublessee's right, title and interest in and to the premiums for or dividends upon any insurance required by the terms of this Sublease, as well as in all refunds or rebates of taxes or assessments upon or other charges against the Subleased Premises, whether paid or to be paid. Sublessor also agrees to execute and deliver to such proposed leasehold mortgagee any other documents which such proposed leasehold mortgagee may reasonably request concerning the mortgaging by Sublessee of the leasehold estate created hereby, provided such documents do not alter in any material respect Sublessor's rights and obligations pursuant to this Sublease.

(E) Notwithstanding anything to the contrary contained herein, Sublessor's consent to the mortgaging of the Sublessee's leasehold interest in the Subleased Premises pursuant to the terms of Section 28(A) above shall not constitute a consent to the further assignment or subletting of this Sublease or the Subleased Premises by such leasehold

mortgagee, whether by foreclosure, assignment in lieu of foreclosure, or otherwise, and any such proposed transfer, assignment or subletting shall be subject to the provisions of Section 8(A) hereof.

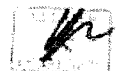
(F) Notwithstanding anything to the contrary set forth above in this Section 28, both Sublessee and any leasehold mortgagee shall comply with the terms and conditions of the Master Lease with respect to any financing of improvements on the Subleased Premises or Sublessee's interest in this Sublease, and to the extent there is any inconsistency between the Master Lease and this Section 28 with respect to any such financing, the terms of the Master Lease shall control.

(G) Sublessor may require that Sublessee pay Sublessor for its reasonable administrative, legal and accounting costs arising from the implementation of a leasehold mortgage loan transaction as provided above.

29. Entire Agreement: No Waiver. This Sublease contains all of the covenants, agreements, terms, provisions, conditions, warranties and understandings relating to the leasing of the Subleased Premises and Sublessor's obligations in connection therewith, and neither Sublessor nor any agent or representative of Sublessor has made or is making, and Sublessee in executing and delivering this Sublease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Sublease. All understandings and agreements, if any, heretofore had between the parties are merged to this Sublease, which alone fully and completely expresses the agreement of the parties. The failure of Sublessor to insist in any instance upon the strict keeping, observance or performance of any covenant, agreement, term, provision or condition of this Sublease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver or modification of any covenant, agreement, term, provision or condition of this Sublease shall be deemed to have been made unless expressed in writing and signed by the County and Sublessor. No surrender of possession of the Subleased Premises or of any part thereof or of any remainder of the term of this Sublease shall release Sublessee from any of its obligations hereunder unless accepted by Sublessor in writing. The receipt and retention by Sublessor of installments of annual rent or additional rent from anyone other than Sublessee shall not be deemed a waiver of the breach by Sublessee of any covenant, agreement, term or provision of this Sublease, or as the acceptance of such other person as a tenant, or as a release of Sublessee of the covenants, agreements, terms, provisions and conditions herein contained. The receipt and retention by Sublessor of installments of rent or additional rent with knowledge of the breach of any covenant, agreement, term, provision or condition herein contained shall not be deemed a waiver of such breach.

30. Successors and Assigns. The obligations of this Sublease shall bind and benefit the successors and permitted assigns of the parties with the same effect as if mentioned in each instance where a party hereto is named or referred to.

31. Notices. Any and all communications delivered hereunder shall be personally delivered or sent by registered or certified mail, return receipt requested: if to the County, at Broward County Governmental Center, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301; Attn: Chairman, Board of County Commissioners; if to Sublessor, at 276 S.W. 34th



Street, Fort Lauderdale, Florida 33315; Attn: Chief Financial Officer, and if to Sublessee at 350 SW 34th Street, Fort Lauderdale, FL 33315 Attn: President or to such other address and attention as any of the above shall notify the others in writing.

32. Convicted Vendors List & OFAC Representation. Sublessee verifies that it is not listed on the Convicted Vendors List maintained by the State of Florida Department of General Services, and upon request of the County will execute a Sworn Statement to the County to that effect in the form attached to the Master Lease as Exhibit B. In addition, Sublessee represents and warrants that (i) neither Sublessee nor any person or entity that directly or indirectly owns an interest in it nor any of its officers, directors, or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act") (i.e., Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act"), and (iii) throughout the Term of this Lease, Sublessee shall comply with the Executive Order, the Money Laundering Act, and the Patriot Act.

33. Required Approvals. This Sublease is subject to the written approval of the County and any financial institution which as of the date hereof has a security interest in Sublessor's interest in the Master Lease, or whose consent to Sublessor's execution and delivery hereof is otherwise required and obtaining the Agreements set forth in Section 16 (collectively, the "Required Approvals"). In the event the Required Approvals have not been obtained by that date which is ninety (90) days from the date first set forth above, then this Sublease shall be automatically null and void.

34. Recitals. The recitals above are incorporated herein by reference.

35. Guaranty. Sublessee's obligations pursuant to this Sublease are unconditionally guaranteed by that certain Guaranty Agreement ("Guaranty") made by Evans Mega I LP ("Guarantor"), to Sublessor, a form of which is attached hereto as Exhibit D.

36. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS SUBLEASE AND/OR THE MASTER LEASE OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING



AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH PARTY. The rights and obligations of this Section shall survive the termination or expiration of this Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Sublessor and Sublessee have duly executed this Sublease as of the day and year first above written.

ATTEST:

Wade
Name: LISA EDGEE

Wade
Name: _____

Wade
Name: Antonia Andrade Pistone

Wade
Name: MAGGIE LAUREANO

Wade
Name: LISA EDGEE

ATTEST:

Wade
Name: Troy Menken

Wade
Name: Jason Hill

SUBLESSOR:

EMBRAER AIRCRAFT HOLDING, INC., a Delaware corporation

Wade
By: _____

Name: _____
Title: Christopher Applegate
Chief Financial Officer

Wade
By: _____
Name: GARY J. SPURF
Title: PRESIDENT

SUBLESEE:

AZORRA AIRPORT HOLDINGS LLC, a Florida limited liability company

Wade
By: _____
Name: JOHN EVANS
Title: CEO



Exhibit A

Subleased Premises

Parcels A, B and C under the Master Lease, and more particularly described in the [survey] attached hereto Exhibit A- 1.

**EXHIBIT A-1
LEGAL DESCRIPTION -**

PARCEL "A":

A PARCEL OF LAND BEING A PORTION OF SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 22, TOWNSHIP 50 SOUTH, RANGE 42 EAST, SAID PARCEL ALSO BEING A PORTION OF TRACT "A", "FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 114, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 22;

THENCE ON A GRID BEARING OF S.89°24'07"W., ALONG THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 780.99 FEET;

THENCE N.00°00'23"E., A DISTANCE OF 373.22 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.00°00'23"E., A DISTANCE OF 847.74 FEET;

THENCE N.88°53'40"E., A DISTANCE OF 536.24 FEET;

THENCE S.01°06'20"E., A DISTANCE OF 939.94 FEET;

THENCE S.87°57'40"W., A DISTANCE OF 336.47 FEET;

THENCE N.37°33'50"W., A DISTANCE OF 119.33 FEET;

THENCE S.89°37'50"W., A DISTANCE OF 145.36 FEET TO THE POINT OF BEGINNING;

SAID LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA.

PARCEL "B":

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 22, TOWNSHIP 50 SOUTH, RANGE 42 EAST, SAID PARCEL ALSO BEING A PORTION OF TRACT "A", "FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 114, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

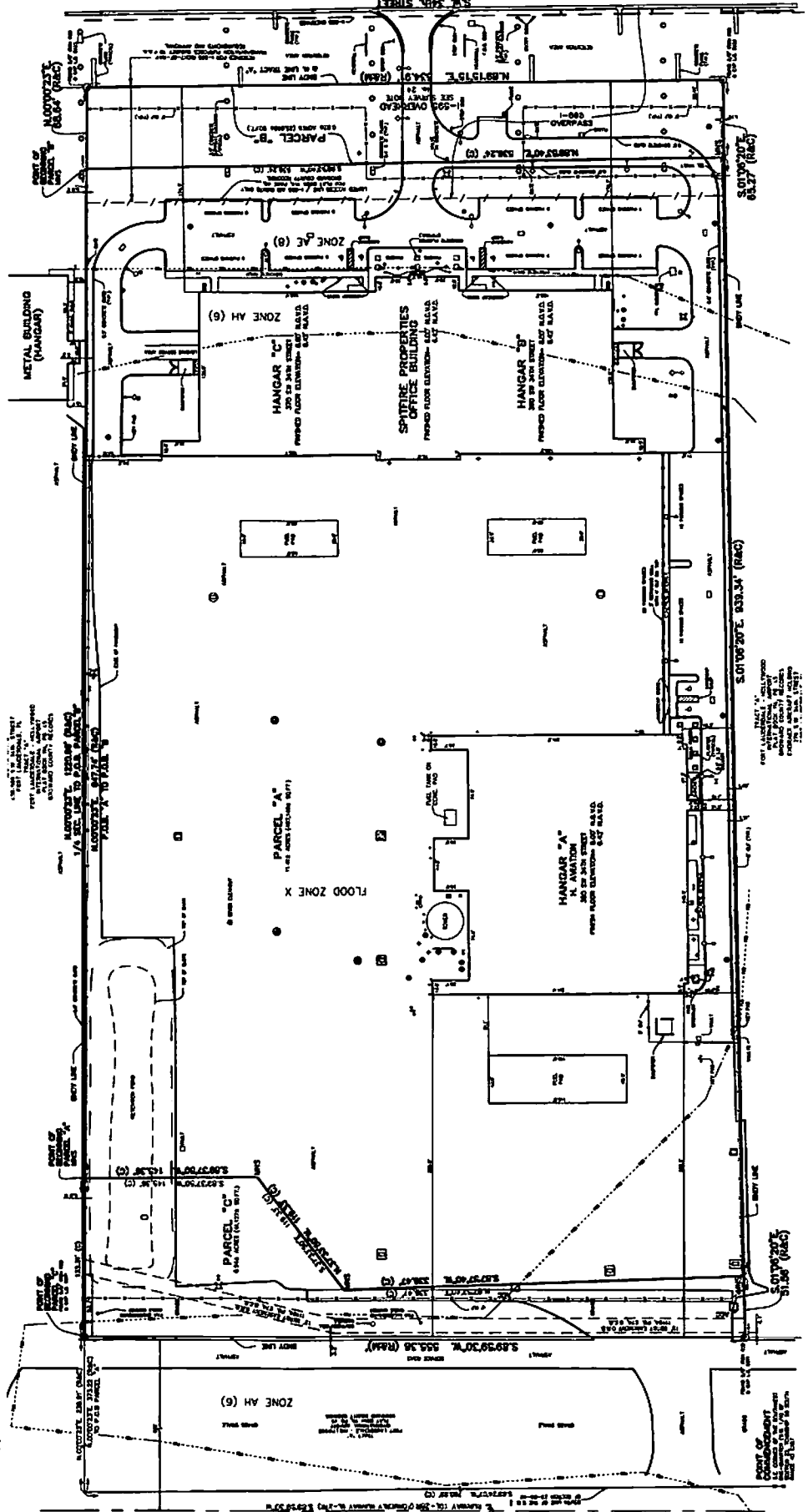
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 22;

THENCE ON A GRID BEARING OF S.89°24'07"W., ALONG THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 780.99 FEET;

SKETCH OF ALTA/NSPS LAND TITLE SURVEY

NAVIGATION PARCELS AREA TABULATION

Parcel No.	Area
Parcel 1	11.51
Parcel 2	0.82
Parcel 3	0.56
Parcel 4	0.56
Parcel 5	13.19
Total	26.64



- ABBREVIATIONS
- ALL INFORMATION
 - ADJACENT PARCEL
 - BOUNDARY
 - CHURCH
 - CONCRETE
 - PROPERTY
 - ROAD
 - TRAIL
 - STAIR
 - WALL
 - POST
 - ANCHOR
 - ANCHOR BOLT
 - ANCHOR WEDGE
 - ANCHOR WEDGE BOLT
 - ANCHOR WEDGE BOLT NUT
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- LEGEND
- FLOOD ZONE
 - PROPERTY LINE
 - BOUNDARY
 - CHURCH
 - CONCRETE
 - PROPERTY
 - ROAD
 - TRAIL
 - STAIR
 - WALL
 - POST
 - ANCHOR
 - ANCHOR BOLT
 - ANCHOR WEDGE
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STOKER & ASSOCIATES, INC.
 ENGINEERS & ARCHITECTS
 4941 S.W. 87th Avenue, Fort Lauderdale, Florida 33318
 (954) 565-0877

EMBAER (H-NAVION)
 INTERNATIONAL AIRPORT
 FORT LAUDERDALE-HOUSTON
 250-270 S.W. 34th Street, Fort Lauderdale, FL 33318

PROJECT
 17-2804
 H-NAVION

SHEET NO.
 2 OF 2

DATE: 07/14/2010
 TIME: 10:58:48 AM

EXHIBIT B
CONSENT TO SUBLEASE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

BROWARD COUNTY, a political subdivision of the State of Florida, the Lessor, under that certain Lease Agreement at Fort Lauderdale-Hollywood International Airport (FLL) with EMBRAER AIRCRAFT HOLDING, INC, as Lessee, dated April 17, 1990, as amended ("Lease") hereby consents to Lessee's entering into an Office and Hangar Lease Agreement with AZORRA AIRPORT HOLDINGS LLC, as Sublessee ("Sublease"), and consents to all subsequent amendments, renewals or extensions of such Sublease, subject to the following:

Notwithstanding any provision of the Sublease to the contrary, the County hereby rejects any provision in the Sublease, or in any amendments, renewals or extensions thereof, if any, which gives a greater right to the Sublessee than that which the Lessee has under the Lease. In addition, the County rejects any provision in the Sublease or in any amendments, renewals or extensions thereof which purports to give the Sublessee a right or interest in the premises independent of the Lease. It is the express intent of the County in giving its consent that any forfeiture, loss or termination of the Lease shall automatically terminate the Sublease including any amendments, renewals or extensions thereof, and any other subleases of the premises. In giving its consent, Broward County does not in any manner adopt, accept or approve the terms of the Sublease, as it may be amended, renewed or extended. Lessee shall remain liable to County for all rights and obligations contained in its Lease with the County, notwithstanding any provision in the Sublease, as it may be amended, renewed or extended to the contrary.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By _____ Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Phone: 954-359-6100
Fax: 954-359-1292

By: _____
Alexander J. Williams (Date)
Senior Assistant County Attorney

By _____
Nancy A. Rubin (Date)
Assistant County Attorney

Exhibit C
Master Lease

[TO BE ATTACHED]



Exhibit D

Guaranty

[TO BE ATTACHED]

